

SANTA BARBARA HISTORIC COURTHOUSE PUBLIC DEFENDER REMODEL
AUTHORIZED CONTRACT CHANGE ORDER
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT)
WITH MELCHIORI CONSTRUCTION COMPANY INC.) AMENDMENT 3
FOR THE SANTA BARBARA HISTORIC COURTHOUSE)
PUBLIC DEFENDER REMODEL)
SANTA BARBARA, CA)

WHEREAS, the County of Santa Barbara (COUNTY) and MELCHIORI CONSTRUCTION COMPANY, INC. (CONTRACTOR), 809 De La Vina Street, Santa Barbara, CA, 93101, entered into a contract agreement dated July 13, 2010 (AGREEMENT), for the amount of THREE MILLION NINETY NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,099,500.00) for the Santa Barbara Historic Courthouse Public Defender Remodel, Project Number 8661, Santa Barbara California; and

WHEREAS, it has been deemed necessary by the COUNTY to make the following alterations known as Amendment No. 3 totaling SEVENTEEN THOUSAND NINE HUNDRED ELEVEN DOLLARS (\$17,911.00) and a zero (0) calendar day time extension in the contract period which were specified in writing and previously executed by the COUNTY and the CONTRACTOR; and

WHEREAS, CONTRACTOR will perform the alterations stated in "Exhibit A" and attached hereto, for a total addition of SEVENTEEN THOUSAND NINE HUNDRED ELEVEN DOLLARS (\$17,911.00) and a zero (0) calendar day time extension in the Contract period;

NOW, THEREFORE, the Agreement is amended to increase the contract amount by SEVENTEEN THOUSAND NINE HUNDRED ELEVEN DOLLARS (\$17,911.00) for a new contract amount as follows:

Section 1:

Paragraph 5 of said Contract is hereby amended to read as follows:

5. **PAYMENT**: As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this AGREEMENT and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this AGREEMENT is and shall be THREE MILLION NINETY NINE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,099,500.00), plus Amendment No. 1 for ONE HUNDRED TEN THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS AND TWENTY NINE CENTS (\$110,831.29), plus Amendment No. 2 for SIXTY SEVEN THOUSAND SEVENTY ONE DOLLARS AND SIXTY TWO CENTS (\$67,071.62), plus Amendment No. 3 for SEVENTEEN THOUSAND NINE HUNDRED ELEVEN DOLLARS (\$17,911.00) for a total Contract amount of THREE MILLION TWO HUNDRED NINETY FIVE THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND NINETY ONE CENTS (\$3,295,313.91), to be paid as provided in the Contract Documents dated April 26, 2010. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit the Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

Section 2:

Paragraph 2 of the Contract is hereby amended by the addition of the following language:

Items of work to be performed by the CONTRACTOR shall include all items stated in "Exhibit A," incorporated by this reference and attached hereto.

2. **WORK**

Section 3:

This Contract Amendment, along with the consent of the CONTRACTOR attached hereto, shall constitute a contract between the County of Santa Barbara and Melchiori Construction

Company, Inc. All other sections of the Agreement between the parties shall remain in full force and effect.

Summary of Contract Compensation and Time Alterations:

Original Contract amount	\$3,099,500.00
Amendment No. 1 (Previously approved)	\$110,831.29
Amendment No. 2 (Change orders 6-10, previously executed)	\$67,071.62
Amendment No. 3 (Change Order No. 11)	<u>\$17,911.00</u>
Revised Contract Amount	\$3,295,313.91
Original Contract Completion Date	February 24, 2012
Total number of days extension issued to date	Zero (0)
Current Contract Completion Date	February 24, 2012
Total number of days extension Amendment No. 3	Zero (0)
Revised Contract Completion Date	February 24, 2012

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY

By: _____

Chair, Board of Supervisors

ATTEST:

CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR

By: _____

APPROVED AS TO FORM:

DENNIS A. MARSHALL,
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

Dept 063 Line Item 8200 Fund 0030 Program 1930 Project 8661

Santa Barbara Historic Courthouse Public Defender Remodel
PROJECT NO. 8661
Amendment 3

EXHIBIT A

**Scope of Work Modifications per Amendment #3
(Change Order 11)**

Credit for change from diesel generator to natural gas	-\$2,285
Cost for conduits, running feeders, new ATS, new panel “EMD”	\$16,771
Reroute existing conduits in basement to new Hall of Records panel	\$1,970
Coring	\$350
Allowable markups & fees	\$1,105

TOTAL: \$17,911