

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 5/13/04
Department Name: General Services
Department No.: 063
Agenda Date: 6/1/04
Placement: Administrative
Estimate Time: N/A
Continued Item: No
If Yes, date from:

TO: Board of Supervisors

FROM: Ronald S. Cortez, Director
General Services Department

STAFF CONTACT: Jill Van Wie, Capital Projects Coordinator (560-1079)
General Services Department

Robert Ooley, County Architect
General Services Department

SUBJECT: Lompoc Clinic Expansion
Site # E00303; Project # 8636
4th Supervisorial District

Recommendations:

That the Board of Supervisors execute Amendment No. 2 to the construction contract with S.J. Deferville Construction for additional site work and building improvements in the amount of \$66,671.35, for a total contract amount of \$1,509,302.35.

Alignment with Board Strategic Plan:

The recommendations are primarily aligned with Goal No. 2 Ensure the Public Health and Safety and Provide Essential Infrastructure.

Executive Summary and Discussion:

The County of Santa Barbara entered into a contract with S.J. Deferville Construction on June 16, 2003, to construct an approximately 7,600 square foot Wellness Center next to the County Health Clinic in Lompoc. The Wellness Center contains twelve exam rooms, four offices, four interview rooms, a lab room, a pharmacy, a classroom, and a large waiting area with a play alcove for children. Approximately 20 additional parking spaces, landscaping, and covered pedestrian access were added to the vacant land immediately adjacent to the clinic. By creating the Wellness Center, space has been freed in the County Health Clinic to accommodate additional patients by relocating obstetrics, family planning, and Child Health Disability and Prevention (CHDP) program exams.

Subject: Lompoc Clinic Building Project
4th Supervisorial District

Agenda Date: June 1, 2004

Page 2

There were several changes and additions to the project bringing the total cost of the project to 13.47% of the approved contract amount. The additions include items such as installation of a fire alarm system, installation of a nurse call system, a water line yoke, meter box and 2" RP device for water connection to Lompoc City Water, track lighting in pharmacy, revised casework in reception office (room #114), metal door frames in-lieu-of wood door frames, drain lines from existing building to curb line, glass over reception area, bore hole markers at geothermal loop holes, concrete walkway at sidewalk corner, revised site work to comply with ADA requirements, trellised walkway between new and existing buildings, and added entry at existing building.

This Amendment No. 2 will amend Articles 2 and 5 of the construction contract, and increase S.J. Deferville's contract amount by \$66,761.35, for a total contract fee of \$1,509,302.35. The total is inclusive of a previously approved amendment in the amount of \$112,461 approved by the Director of General Services. This project is 99% complete, with only minor punch list items to complete.

Mandates and Service Levels:

No change in mandates. The County is mandated under Welfare and Institutions Code 17000 to provide necessary medical care to the indigent.

The Lompoc addition will allow services to increase from 29,443 annual patient visits up to 37,500 annual patient visits.

Fiscal and Facilities Impacts:

This project is funded with a combination of Tobacco Settlement dollars and Public Health Department Special Revenue Funds. Funds for this project have been appropriated and are available in Fund 0030, Dept. 063, Account 8200, Program 1930, Project 8636.

Special Instructions:

Upon approval, please forward the Minute Order and (1) duplicate copy of the Amendment to Jill Van Wie, Capital Projects Coordinator, Courthouse Annex, 2nd Floor. Please send one copy of the Minute Order to Michele Mickiewicz, Public Health.

Concurrence:

Public Health

LOMPOC WELLNESS CENTER
AUTHORIZED CONTRACT AMENDMENT
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AMENDMENT OF CONTRACT)
S.J. DEFERVILLE CONSTRUCTION, INC.) AMENDMENT NO. 2
LOMPOC WELLNESS CENTER)
LOMPOC, CA)

WHEREAS, the County of Santa Barbara (COUNTY) and S.J. Deferville Construction, Inc. (CONTRACTOR), 2520 Skyway Drive, Suite B, Santa Maria, California, 93455, entered into a contract dated June 24, 2003, for the amount of ONE MILLION THREE HUNDRED THIRTY THOUSAND AND EIGHTY DOLLARS (\$1,330,080.00) for the Lompoc Wellness Project, Project No. E00303/8636, County of Santa Barbara, California; and

WHEREAS, the General Conditions permit alterations in the cumulative amount not to exceed ten percent (10%) of the contract amount, provided they are specified in writing, and agreed upon by the CONTRACTOR and the Director of the General Services Department, Ron S. Cortez; and

WHEREAS, it has been deemed necessary by the Board of Supervisors to make alterations known as Amendment No. 2, for a total of SIXTY-SIX THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS AND THIRTY-FIVE CENTS (\$66,761.35) and a SIXTY-THREE (63) calendar day time extension in the Contract period; and

WHEREAS, CONTRACTOR will perform the alterations stated in "Exhibit A" and attached hereto, for a total addition of SIXTY-SIX THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS AND THIRTY-FIVE CENTS (\$66,761.35) and a SIXTY-THREE (63) calendar day time extension in the contract period.

NOW, THEREFORE, the Agreement is amended as follows:

Section 1:

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

5. PAYMENT

Subject to adjustments and liquidated damages, if any, as provided in the Contract documents, the full price to be paid to CONTRACTOR for satisfactory completion of all requirements of CONTRACTOR under the Agreement is the base amount of ONE MILLION THREE HUNDRED THIRTY THOUSAND AND EIGHTY DOLLARS (\$1,330,080.00), plus Amendment No. 1 for ONE HUNDRED TWELVE THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$112,461.00), plus Amendment No. 2 for SIXTY-SIX THOUSAND SEVEN HUNDRED SIXTY-ONE DOLLARS AND THIRTY-FIVE CENTS (\$66,761.35), for a total Contract amount of ONE MILLION FIVE HUNDRED NINE THOUSAND THREE HUNDRED TWO DOLLARS AND THIRTY-FIVE CENTS (\$1,509,302.35) to be paid as provided for in the Contract Documents, i.e., on a monthly basis in an amount directly proportional to the percentage of completion of work. CONTRACTOR shall maintain and make available to COUNTY all books, papers, job descriptions, records, detail costs, estimates, subcontracts, and financial records related to or which arise out of work or under the terms or conditions of the Contract. The form of record keeping shall be subject to approval by COUNTY. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by COUNTY or COUNTY's representative and shall be retained at CONTRACTOR's principal place of business in California for audit during normal business at such place for four (4) years after recording of Notice

of Completion of Project. CONTRACTOR shall provide an office to enable COUNTY and COUNTY's representative to conduct such audit.

Section 2:

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

2. WORK

Items of work to be performed by the CONTRACTOR shall include all items stated in "Exhibit A," incorporated by this reference and attached hereto. These items include without limitation the addition of: a complete fire alarm system, water line yoke, meter box and 2" RP device for water connection, track lighting in pharmacy, revised casework in reception office (room #114), metal door frames in-lieu-of wood door frames, drain lines from existing building to curb line, glass over reception area, bore hole markers at geothermal loop holes, concrete walk at sidewalk corner, revised site work to comply with ADA requirements, trellised walkway between new and existing buildings, and added entry at existing building.

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 S.J. Deferville Construction, Inc. All other sections of the Agreement between the parties shall remain in full force and effect.

Lompoc Wellness Center
Project No. E00303 / 8636
Amendment No. 2

Original Contract amount:

One Million Three Hundred Thirty Thousand and Eighty Dollars \$1,330,080.00

10% of Contract amount:

One Hundred Thirty-Three Thousand and Eight Dollars \$ 133,008.00

Amount of Amendment No. 1:

One Hundred Twelve Thousand Four Hundred Sixty-One Dollars \$ 112,461.00

Amount of Amendment No. 2:

Sixty-Six Thousand Seven Hundred Sixty-One Dollars and Thirty-Five Cents \$ 66,761.35

Balance of 10% Contract amount remaining:

Exceeds 10% of Contract by 3.47%

(Forty-Six Thousand Two Hundred Fourteen Dollars and Thirty-Five Cents) - \$ 46,214.35

Total Contract amount after Amendment No. 1:

One Million Five Hundred Nine Thousand Three Hundred Two Dollars and Thirty-Five Cents \$1,509,302.35

Original Contract completion date: February 27, 2004

Total number of days extension Amendment No. 1: Forty-One (41) days

Total number of days extension Amendment No. 2: Sixty-Three (63) days

Revised Contract completion date: June 10, 2004

We hereby consent to the above and agree to the alterations as set forth in said Amendment in the manner and for the amount as indicated.

Dated this ____ day of _____, 2004

ATTEST:
Michael F. Brown
Clerk of the Board

By: _____
Deputy

APPROVED:

"COUNTY"
COUNTY OF SANTA BARBARA

By: _____
Naomi Schwartz
Chair, Board of Supervisors

Date: _____

"CONTRACTOR"
S.J. DEFERVILLE CONSTRUCTION, INC.
2520 Skyway Drive, Suite B
Santa Maria, California 93455

By: _____
Lauren R. Carson, Vice-President
IRS No. 77-0049942
License No. 469580 (A/B/ASB)

APPROVED AS TO FORM:
Stephen Shane Stark
County Counsel

By: _____
Deputy

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, CPA
Auditor-Controller

By: _____

EXHIBIT "A"

Construction Change Authorization #5 (Dated 1/27/04) Totaling \$17,967.00

1. Installation of fire alarm system per updated plans dated 6/14/03.	\$9,746.00
2. Installation of 2" RP device by City of Lompoc.	\$586.00
3. Installation of water line yoke by City of Lompoc.	\$618.00
4. Addition of 20' of track lighting in Pharmacy.	\$2,019.00
5. Revised casework at reception office, Room #114.	\$4,998.00

Construction Change Authorization #6 (Dated 3/22/04) Totaling \$7,844.16

6. Installation of Lompoc City water meter box.	\$179.16
7. Installation of metal door frames in-lieu-of wood frames.	\$919.00
8. Provide a second coat of pain at all exterior white trim locations.	\$2,309.00
9. Strip and re-paint 4 doors due to change in door color.	\$412.00
10. Installation of 4" drain line from existing building to curb face.	\$882.00
11. Addition of soffit for HVAC duct access, and glass over reception area.	\$2,311.00
12. Addition of bore hole makers at all geothermal loop hole locations.	\$663.00
13. Addition of scribe trim above cabinets in hallway.	\$169.00

Construction Change Authorization #7 (Dated 4/14/04) Totaling \$40,950.00

14. Adjustment for clerical error in CCA #1.	(\$1.00)
15. Installation of 3 fire alarm pull covers.	\$359.00
16. Addition of trellised walkway between new and existing building.	\$23,901.00
17. Upgraded circuit breaker and contactor for use with 3-phase pump.	\$442.00
18. Addition of concrete walkway at corner of "R" St. and Chestnut.	\$1,176.00
19. Remove and raise curb to allow proper drainage from parking lot.	\$1,985.00
20. Addition of ramp and steps at West entrance.	\$1,265.00
21. Add concrete for new trellised covered walkway.	\$4,394.00
22. Additional curbing at front entrance to meet ADA slope requirements.	\$335.00
23. Revisions to East side of existing building for new entrance.	\$7,094.00