

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

IN THE MATTER OF AMENDMENT OF CONTRACT)
WITH MELCHIORI CONSTRUCTION COMPANY INC.) AMENDMENT NO. 2
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, the General Conditions permit alterations in the cumulative amount not to exceed that stipulated in 20142 of the California Public Contract Code, or \$210,000 for this contract, provided they are specified in writing, and are agreed upon by the CONTRACTOR and the Director of the General Services Department or his Designee; and

WHEREAS, it has been deemed necessary by the COUNTY'S Director of General Services Designee, Grady Williams, P.E., Manager of Capital Projects Division, to alter the cumulative amount through Change Orders (Exhibit A) totaling SIXTY SEVEN THOUSAND SEVENTY ONE DOLLARS AND SIXTY TWO CENTS (\$67,071.62) 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 herein referred to as Amendment No. 2.

WHEREAS, CONTRACTOR will perform the alterations stated in "Exhibit A" and attached hereto, for a total addition of SIXTY SEVEN THOUSAND SEVENTY ONE DOLLARS AND

SIXTY TWO CENTS (\$67,071.62) and a zero (0) calendar day time extension in the Contract period,

NOW THEREFORE, the agreement is amended to increase the contract amount by SIXTY SEVEN THOUSAND SEVENTY ONE DOLLARS AND SIXTY TWO CENTS (\$67,071.62) 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 (\$110,831.29.00), plus Amendment No. 2 for SIXTY SEVEN THOUSAND SEVENTY ONE DOLLARS AND SIXTY TWO CENTS (\$67,071.62) for a total Contract amount of THREE MILLION TWO HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED TWO DOLLARS AND NINETY ONE CENTS (\$ 3,277,402.91), 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)	<u>\$67,071.62</u>
Total Revised Contract Amount	\$ 3,277,402.91
Original Contract Completion Date	February 24, 2012
Total number of days added in Amendment No. 2	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 NO. 2

EXHIBIT A

Change Orders Previously Awarded

Change Order 6	Additional demolition of concealed mechanical and architectural items	\$14,663.13
Change Order 7	Repairs to the geothermal system required to increase capacity to serve the public defender HVAC.	\$14,614.98
Change Order 8	Code required fire wall between the 4 th floor and the Courthouse,	\$29,820
Change Order 9	Plumbing revisions including credits for deleted restroom fixtures, restroom modifications resulting from fire wall revisions and other site adjustments, and HVAC unit mounting revisions.	\$5,296.85
Change Order 10	Replace existing ball valves which were inoperable, and required in order to complete the plumbing tie in	\$2,676.66
	TOTAL:	\$67,071.62