



Redevelopment Agency Staff Report

DATE: February 17, 2010
SUBJECT: Jackie Lee Houston Plaza Change Order No. 4
FROM: David H. Ready, Executive Director
BY: Owner's Representative

SUMMARY

The proposed action would approve Change Order No. 4 with Doug Wall Construction for the Jackie Lee Houston Plaza Project.

RECOMMENDATION:

1. Approve Change Order No. 4 to Construction Contract A5897, CP 08-18, Doug Wall Construction, in the amount of \$48,234.78.

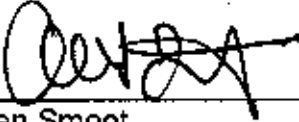
STAFF ANALYSIS:

The project should complete the first week in February with the installation of the electrical panel and the lighting for the art work. The proposed change order covers miscellaneous changes during construction, it includes the cost of installing the art work, it includes overtime premium pay to catch-up rain days so as to not delay the grand opening, and it contains money to extend the general maintenance (lawn mowing, plant maintenance, over-seeding and oleander trimming) from 3 months to 12 months as requested by the Parks Department. This way Doug Wall Construction will be responsible for maintenance and plant replacement without question. (Note: The maintenance extension is to coincide with the warranty period on plant materials so there is no discussion as to who is responsible for replacing plant materials that die in the first year).

ITEM NO. 2.8

FISCAL IMPACT:

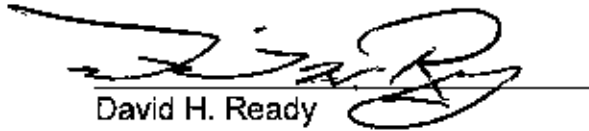
Change Order No. 4 brings the total project cost to \$678,859.04 which is still more than \$100,000 below the funds budgeted for the project. Item No. 7 in the change order is \$12,587.57 for the installation of the art work; it will be charged to the Art Fund. It should be noted that a flashing signal at Amado Rd. as well as the sidewalk on the east event lot are yet to come out of this account.



Allen Smoot
Owner's Representative



Thomas Wilson
Assistant Executive Director



David H. Ready
Executive Director

Attachment: Change Order No. 4

CHANGE ORDER NO. 4

PROJECT TITLE: JACKIE LEE HOUSTON PLAZA @ THE PALM SPRINGS CONVENTION CENTER

CITY PROJECT NO. 08-18

PURCHASE ORDER NO. 10-0337

PURCHASE ORDER DATE: 10/06/2009

CONTRACTOR: Doug Wall Construction, Inc.

The following changes are hereby made to the Contract Documents:

1. PCO#24- Weekend overtime (Premium Pay only) to catch-up sch. from rain days	\$5,091.62
2. PCO#25- Supply Temp power for Film Festival Gala evening	1,129.70
3. PCO#26- Paint curb red and white on Calle Alvarado	639.45
4. PCO#27- Grade and contour at Oleanders	3,069.38
5. PCO#28- Extend Monthly Maintenance 9 months per WD#23	9,378.60
6. PCO#20- Add Mow strips at both ends of project to separate from HOA grass	5,009.03
7. PCO#19- Add concrete art work bases with lighting	12,587.57
8. PCO#31- Final Concrete unit adjustments	4,045.02
8. PCO#9 - Poured-in-place stops	5,302.11
9. PCO#30- Extend water line and add two hose bibs @ east slab	<u>1,982.30</u>
TOTAL ADD	\$48,234.78

Justification:

Miscellaneous changes to close out the project
9 months of extra landscape maintenance request from Parks.

CHANGE TO CONTRACT PRICE

Original Contract Price: \$521,721.99

Current contract price, as adjusted by previous Change Orders: \$630,625.16

The Contract Price due to this Change Order will be changed by (add) of \$48,234.78

Contract Price due to this Change Order will be: \$678,859.94

CHANGE TO CONTRACT TIME

This Change Order does not effect the current contract timeline.

Approvals Required:

To be effective, this order must be approved by the Owner if it changes the scope of the objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

Requested & Recommended By _____ date _____
Allen F. Smoot, Owner's Representative

Ordered by _____ date _____
City Manager

Accepted by _____ date _____
Doug Wall Construction, Inc.

ATTEST:

City Clerk

Contractor acknowledges and agrees, on behalf of Contractor, all Subcontractors and all Suppliers, that, except as provided above, the stipulated compensation provided for in this Change Order includes payment for all work contained in this Change Order, plus all payments for interruption of schedules, incremental extended overhead costs, acceleration costs, delay and all impact, ripple effect or cumulative impact on all other work under this Contract. In addition, Contractor agrees that this Change Order comprises the total compensation due Contractor, and all Subcontractors and all Suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work, except for the additional time related issues noted above, if required.