



# CITY COUNCIL STAFF REPORT

DATE: April 6, 2011

CONSENT CALENDAR

SUBJECT: ANIMAL SHELTER CHANGE ORDER NO. 6

FROM: David H. Ready, City Manager

BY: Owner's Representative

---

## SUMMARY

The proposed action is to approve Change Order No. 6 to the Animal Shelter Construction Contract which would accept a proposed settlement related to work not completed per the contract plans and specifications.

## RECOMMENDATION:

APPROVE CONSTRUCTION CHANGE ORDER NO. 6 TO AGREEMENT NO. A5976 WITH W. E. O'NEIL CONSTRUCTION COMPANY TO SETTLE ALL ISSUES RELATED TO FIELD CORRECTION NOTICE NO. 8 ON THE PALM SPRINGS ANIMAL SHELTER PROJECT.

## STAFF ANALYSIS:

The Change Order activity on the project up to this date is summarized as follows:

<u>Co.#</u>	<u>Change In Work</u>	<u>Cost (Savings)</u>
Co. #1	Plan Check Change Directives	\$ 0
Co. #2	Value Engineering cost reductions	(\$38,000)
Co. #3	Utilities & Reclaimed Water system adds	\$24,441
Co. #4	SCE, Verizon & Gas Co. offsite costs	\$51,612
Co. #5	Miscellaneous adds and deletes	<u>\$ 5,483</u>
	Total Project Increase To-date	\$43,536*

\* Note: The City Manager has special change order authority up to 5% of total contract price.

ITEM NO. 26

Following a recent rain storm it was noted by staff and the project architect that water was ponding and not running away from the entry doorways in the Adoption Courtyard at the new Animal Shelter project. To get to the bottom of the problem a Filed Correction Notice was issued by the architect asking that the project surveyor provide grade shots of the concrete that was placed in the kennel area of the Adoption Courtyard. The result of the survey was a finding that the contractor had placed the kennel floor concrete in the Adoption Courtyard at an elevation approximately 2" higher than called for in the design documents. By definition this miss-placed work is "defective work". It should be noted that this does not mean that the concrete itself is failing. Further evaluation of the issue has revealed that the error occurred during the placement of the foundations and has continued undetected or at least not reported until this rain storm revealed the problem.

By contract the City has the right to request that any "defective work" be removed and replaced or the City may elect to accept the "defective work" and receive compensation for allowing it to remain. If the work was truly defective, that is the concrete was settling or cracking, the answer would be straight forward and the work would be directed to be removed as was the case in the concrete placement in the main lobby of the building. In this case there is an easy design fix of raising the overall grade in the Adoption Courtyard (currently not constructed) to meet the higher grades that are currently in the field due to the miss-placed concrete. This can be accomplished without jeopardizing the proper drainage of the Adoption Courtyard area.

All options have been closely reviewed with the project design team as well as the City Attorney's office and it is recommended that the City Council accept the "defective work" and receive compensation for the acceptance of that work. The compensation proposed is:

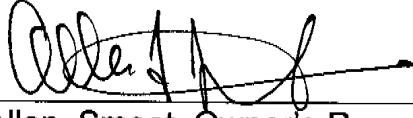
1. The Contractor agree to pay the re-design cost necessary to raise the Adoption Courtyard 2";and
2. The Contractor carry out necessary removal and replacement work of concrete at the doorways; and
3. The Contractor complete any and all work in the Adoption Courtyard following the re-design of the area at no additional cost to the City; and
4. The Contractor shall apply an Epoxy Resin Coating (ERC) to all the exterior kennel floor areas and curbs in the Adoption Courtyard.

During the value engineering efforts carried out before the project went to bid the design team had removed the installation of the ERC from the exterior kennel areas and replaced it with a water proof coating. The installation of the ERC is a far superior finished product and will result in a much easier time in keeping the kennel areas clean. The added value of this work is approximately \$40,000.

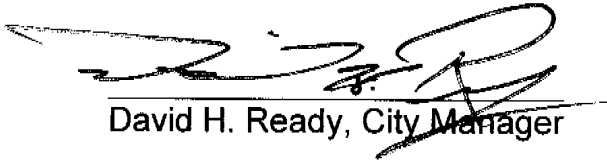
Attached is the draft Change Order which was put together with the assistance of the City Attorney's office and will result in the settlement of this dispute as outlined above.

FISCAL IMPACT:

The overall affect financially on the project is to reduce the contract price by up to \$2,900 to recover the cost of the re-design effort by the Civil Engineer and Project Architect. The reduction will be taken in a future Change Order once the actual amount of time spent on the design is known.



Allen Smoot, Owner's Representative



David H. Ready, City Manager

Attachment: Change Order

## CHANGE ORDER NO. 6

**PROJECT TITLE:** PALM SPRINGS ANIMAL CARE FACILITY

**CITY PROJECT NO.** 07-24

**CONTRACT NO.** A5976

**CONTRACT DATE:** May 19, 2009

**CONTRACTOR:** W.E. O'Neil Construction Co.

**The following changes are hereby made to the Contract Documents:**

1. Field Correction Notice No. 8 and related issues: Contractor to carry out the following work items related to a global settlement of issues related to defective work installed by contractor:
  - a) Delete the requirement for concave tooled joints on the masonry kennel dividing walls between Gridlines 11 & 12 and 13 & 14. No credit due the City.
  - b) Hereby acknowledge a design back-charge from the Project Civil Engineer and Project Architect for the redesign of the Adoption Courtyard and Get Acquainted Areas, in an amount not to exceed \$2,900. (Final accounting to be resolved on a later change order.)
  - c) Grind and patch the concrete curbs in the kennel areas that the masonry divider walls set on so as to ensure a smooth transition between curb and masonry units. ARDEX compound may be used for patching the curbs (Note: Do not get ARDEX compound on the masonry units.) All at no cost to the City.
  - d) Apply ARDEX Floor Patch (or some other floor patch compound that Contractor has confirmed is compatible with the ERC being used on this project change order) and Epoxy Resin Coating (Floor ERC meeting Specification Section 09676) and threshold terminations per the attached ASK105 sketch and the "Submittal Drawing" from the contractor to correct the drainage problem at the inside of doorways 301.1B, 302.1B, 321, and 307.1. Drainage corrections on the exterior side of the referenced doorways shall be accomplished via removal of the top 4" of concrete and replacement of existing concrete to match the concrete color on the courtyard walkways. Make all necessary adjustments to thresholds and doors at these locations. Final grades to be established by the Project Civil Engineer. All at no cost to the City.
  - e) Complete any and all modifications to the Adoption Courtyard and Get Acquainted Areas that are required as a result of the redesign by the Civil Engineer and/or Architect discussed in Item 1(b).
  - f) Apply floor Epoxy Resin Coating (meeting Specifications found in Section 09676) to all exterior floors in the kennels between Gridlines 11 & 12 and 13 & 14, application per sketch ASK-104 and ASK-105, attached hereto. All at no cost to the City.

**Justification:**

The Parties acknowledge and agree that Contractor installed certain Project Work that has been found by the City to be defective ("Defective Work"). The defective work included the Adoption Courtyard Kennel slabs being placed approximately two inches high resulting in the drainage at entry doors running into the building rather than out

In lieu of City directing Contractor to remove and replace the Defective Work at Contractor's sole cost, the Parties have agreed the work described in Item 1(a) shall be deleted from the scope of work without any credit to the City. Further, Contractor agrees that a back-charge shall be given to the City as provided in Item 1 (b). Finally, Contractor shall perform the work detailed in Items 1(c) – 1 (f) at no additional charge

to the City. By executing this change order the City agrees to accept the "Defective Work" without further corrective action on the part of the Contractor or claims for credit or back-charge. By executing this change order the Contractor agrees to perform the required work detailed above and agrees that it shall not seek further compensation, including, but not limited to, interruption of schedules, incremental extended overhead costs, acceleration costs, delay and all impact, ripple effect or cumulative impact on all other work arising out of, or related to performing said work. The Parties acknowledge that this change order was reached after arms-length negotiations.

**CHANGE TO CONTRACT PRICE**

Original Contract Price: \$5,919,000

Current contract price, as adjusted by previous Change Orders: \$5,962,536

The Contract Price due to this Change Order will be changed by \$0

Contract Price due to this Change Order will be: \$5,962,536

**CHANGE TO CONTRACT TIME**

The Contract Time is not affected by this Change Order.

**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.

Recommended by \_\_\_\_\_ date \_\_\_\_\_  
Owner's Representative

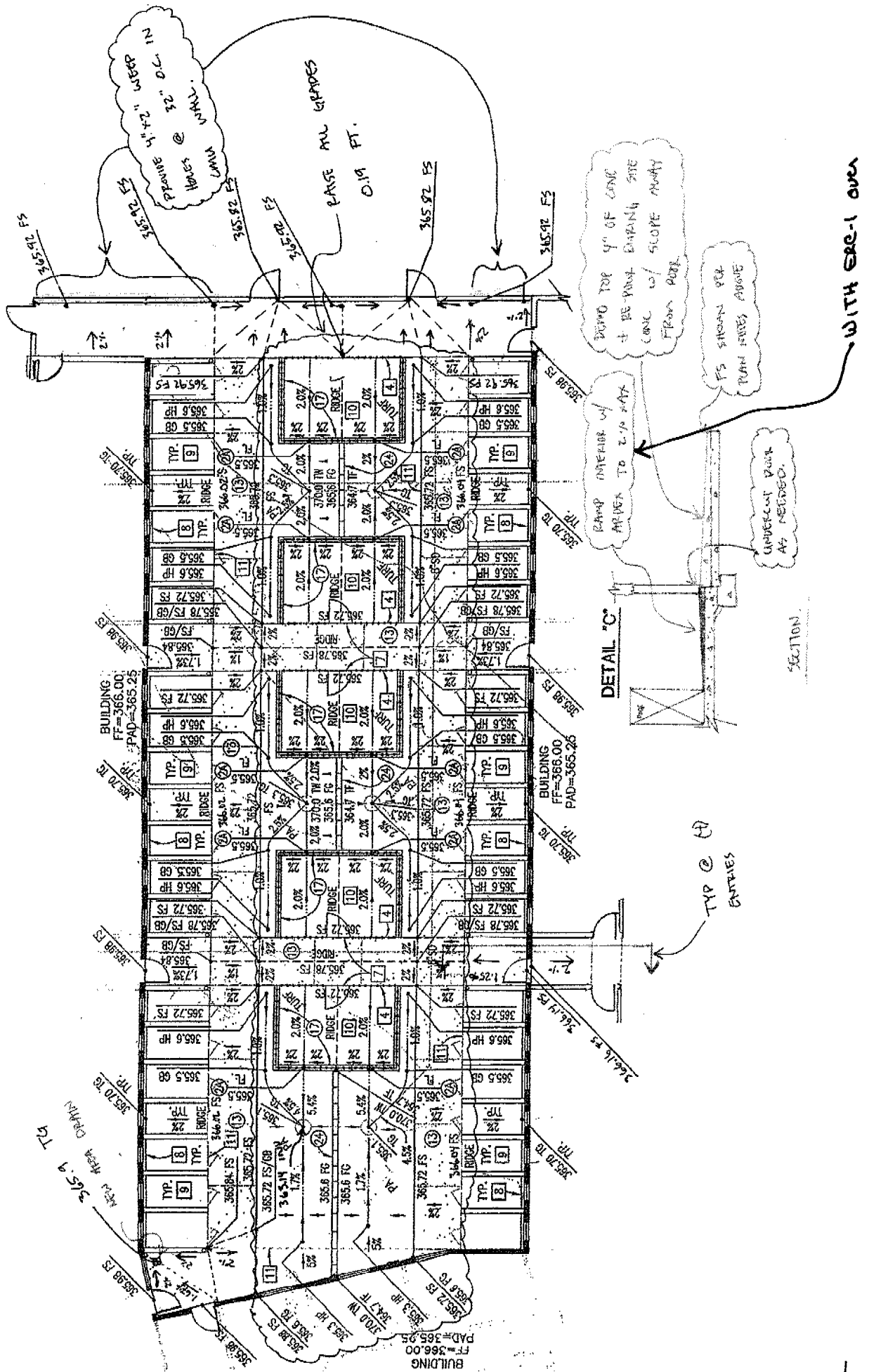
Ordered by \_\_\_\_\_ date \_\_\_\_\_  
City Manager

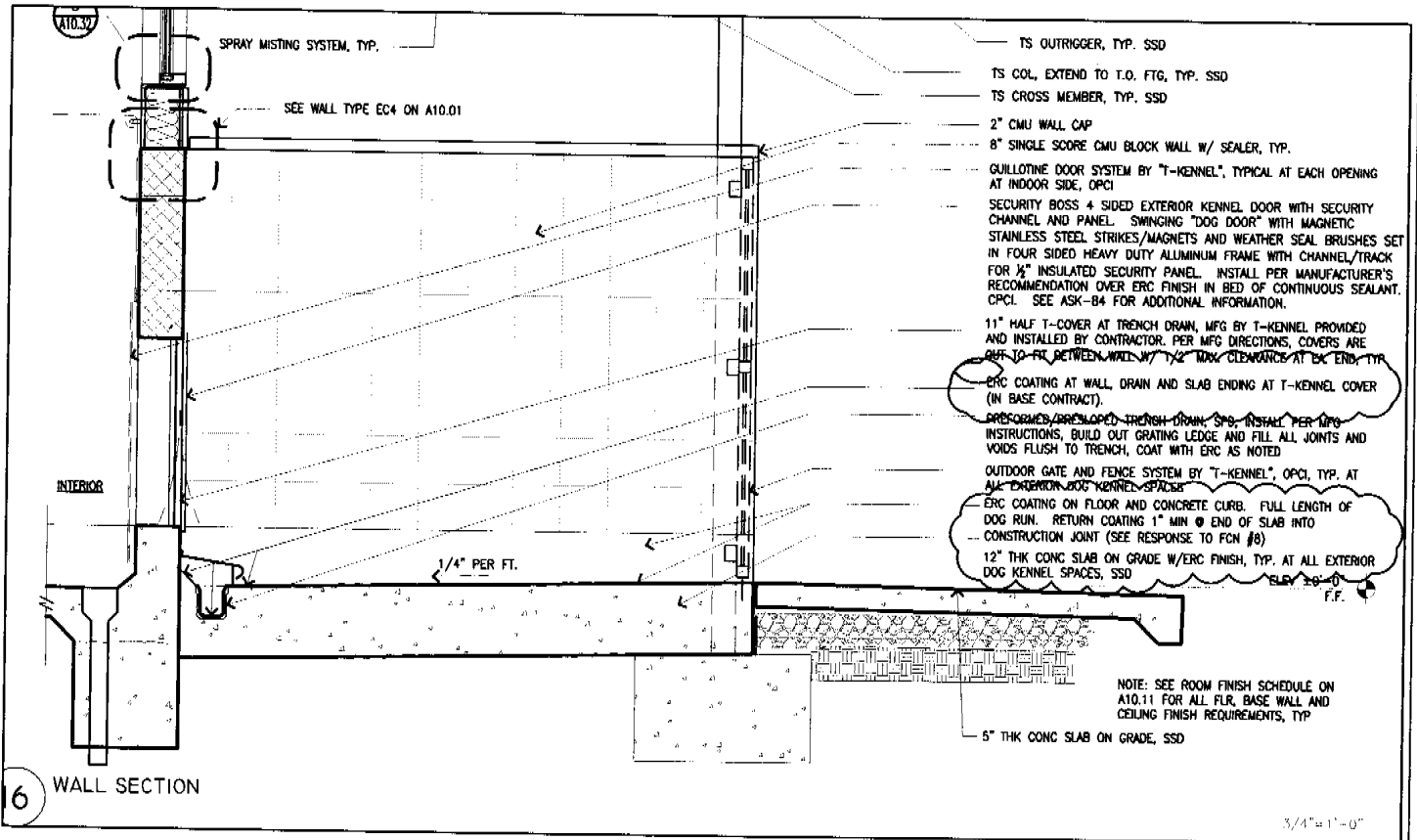
ATTEST: \_\_\_\_\_ date \_\_\_\_\_  
City Clerk

Accepted by \_\_\_\_\_ date \_\_\_\_\_  
W.E. O'Neil Construction Co.

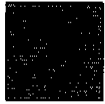
Contractor acknowledges and agrees, on behalf of Contractor, all Subcontractors and all Suppliers, that, except as provided above, the stipulated compensation provided for in this Change Order includes payment for all work contained in this Change Order, plus all payments for interruption of schedules, incremental extended overhead costs, acceleration costs, delay and all impact, ripple effect or cumulative impact on all other work arising out of, or related to, the work that is the subject of this Change Order. 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 impacts arising out of or related to this Change Order, including all impacts arising out of or related to this Change Order, except for the additional time related issues noted above, if required.

Submittal Drawing Only



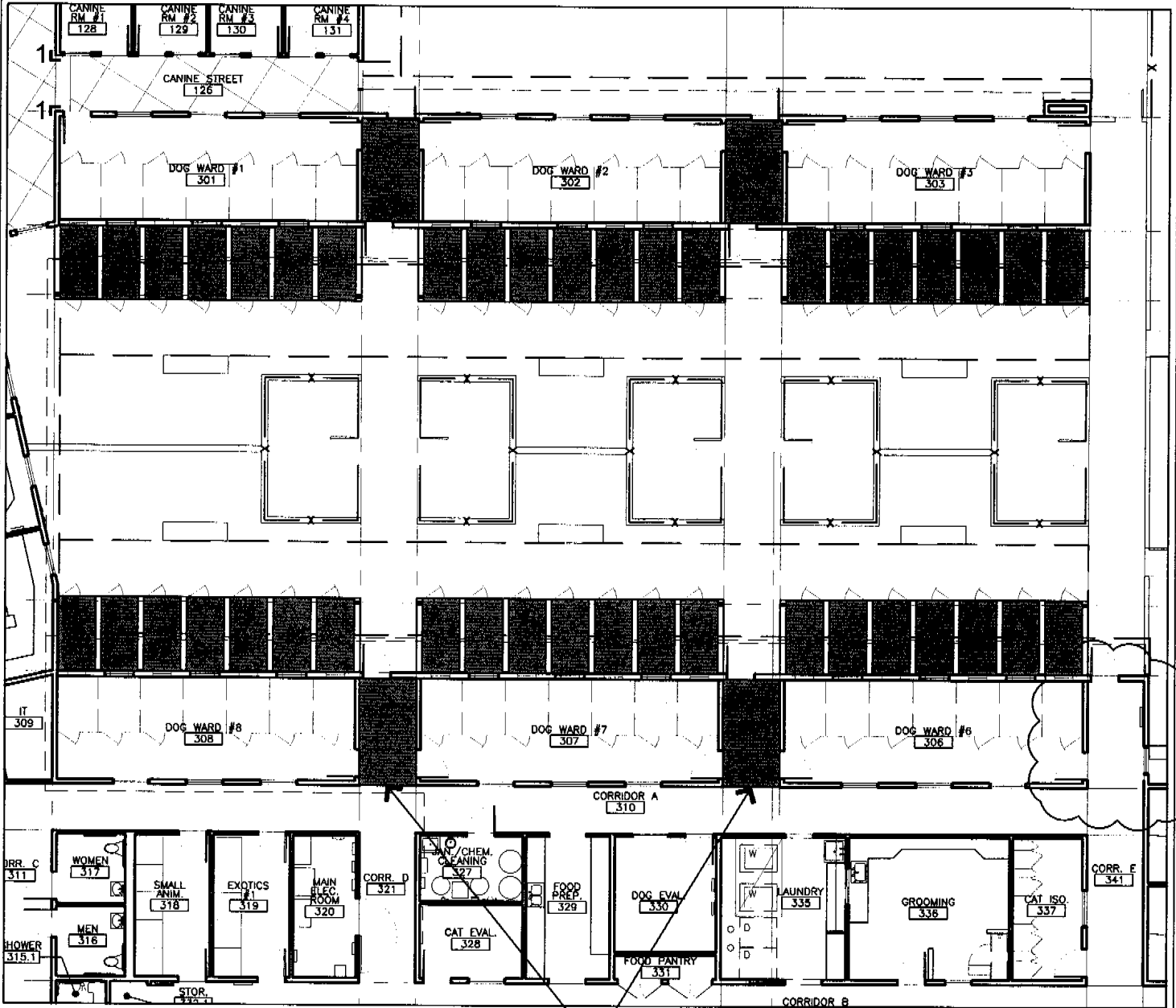


<b>SWATT   MIERS ARCHITECTS</b> 5845 Doyle St., Suite 104 Emeryville, CA 94608 T: 510.985.9779 F: 510.985.0116 www.swattmiers.com Copyright 2009 Swatt   Miers Architects	Date	Subject		Reference Number
	3/11/2011	ERC AT EXT DOG RUN FLOORS AND CURBS		FCN #8
	Scale	Project Name and Number		Sketch Number
	NTS	PALM SPRINGS ANIMAL CARE FACILITY		<b>ASK-104</b>
By	Drawing Reference	File Name		
AJH	A3.11			



DESIGNATES AREAS TO RECEIVE ERC FLOORING AND BASE AS PART OF FCN #8

WED TO PROVIDE DETAIL FOR APPROVAL WITH GRADES AT EACH DOOR. CROSS SLOPES AT DOORS NOT TO EXCEED ADA REQUIREMENTS.



PROVIDE THRESHOLD AT TRANSITION. MATCH THRESHOLD IN CORR 332

<b>SWATT   MIERS ARCHITECTS</b> 5845 Doyle St., Suite 104 Emeryville, CA 94608 T: 510.985.9779 F: 510.985.0116 www.swattmiers.com Copyright 2009 Swatt   Miers Architects	Date	Subject		Reference Number
	3/11/2011	LOCATIONS OF ERC AS PART OF FCN #8		FCN #8
	Scale	Project Name and Number		Sketch Number
	NTS	PALM SPRINGS ANIMAL CARE FACILITY		
By	Drawing Reference	File Name	<b>ASK-105</b>	
AJH		REV 3/21/2011		