

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

615



SUBMITTAL DATE:
November 14, 2012

FROM: Successor Agency to the Redevelopment Agency

SUBJECT: Mead Valley Library – Change Order No. 8

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached Change Order No. 8 between Stronghold Engineering, Inc. and the Successor Agency for the itemized list of revisions attached hereto in the amount of \$274,459; and
2. That the Board of Supervisors approve a reduction of the contract retention for Stronghold Engineering, Inc. from 10% to 5% per the General Conditions of the contract.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 274,459	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: I-215 Corridor Redevelopment Project Area Capital Improvement Funds – Mead Valley Sub-Area (previously approved budget)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Hoang*
 DATE: 11/8/12
 DEPARTMENT: SAMUEL HOANG

FORM APPROVED COUNTY COUNSEL
 BY: *Marshall Victor*
 DATE: 11/8/12
 DEPARTMENT: MARSHALL VICTOR

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 4.3 & 4.9 of 8/28/12; 4.3 of 7/31/12 **District:** 1/1

Agenda Number: 4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On June 28, 2011, the Board of Directors awarded construction of the Mead Valley Library Project to Stronghold Engineering, Inc. prior to the passage of ABX 126, which eliminated all Redevelopment Agencies. Pursuant to AB1484, the Successor Agency is now a separate legal entity with the authority to enter into amendments and Change Orders. The attached change order is an itemized list of revisions as part of field directives that addressed Request for Information (RFI's). Items include changing grades per inspector's request, install backing and densdeck at roof parapets, add electrical conduit for mag locks, add stainless steel supports for countertops, add a shut off valve at domestic water main lines at front entrance of building, changes in hardware due to conflict with automatic doors, add lighting at flag poles, various structural steel support revisions, add a 120V conduit to be routed to the reception desk for librarian operation. This includes a control cabinet and push button.

The General Conditions of the contract state that after the 50% completion point of the contract work, if satisfactory progress is being made, the Agency has sole discretion to reduce the retention to a minimum 5% of the contract. Stronghold Engineering, Inc. has complete 99% of the contract work.

The change order is well within the 10% contingency established in the project budget and is also included in the Recognized Obligation Payment Schedule (ROPS), as approved by the Oversight Board and the California Department of Finance, and will be processed in accordance with the terms of the original construction contract. The cost for Change Order No. 8 will not be an additional cost to the project as it is accounted for in the approved budget and a budget adjustment is not required.

Staff recommends that the Board approve Change Order No. 8 in the amount of \$274,459 for the additional items indicated in Bulletin 3 approve a reduction of the contract retention for Stronghold Engineering, Inc. from 10% to 5% per the General Conditions of the contract.

Attached:

- Change Order No. 8

**COUNTY OF RIVERSIDE EDA AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE**

CHANGE ORDER NO. 8

Date: 10/22/2012

Project: Mead Valley Library

To Contractor:
Stronghold Engineering
2000 Market Street
Riverside, CA 92501

Project No: 20110060 - ED15040010
Distribution:
Project Manager Construction Manager
Contractor Inspector
Fiscal Architect/Engineer

You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work:

- | | | |
|--------------------------------------|--------|--------------|
| 1) PCO #10 Bulletin #3 Various Misc. | DEDUCT | |
| 2) | ADD | \$274,459.00 |
| 3) | DEDUCT | |
| 4) | DEDUCT | |
| 5) | ADD | |
| 6) | DEDUCT | |
| 7) | ADD | |
| 8) | ADD | |
| 9) | ADD | |
| 10) | ADD | |
| 11) | ADD | |

The specifications, where pertinent, shall apply to these changes.
This Change Order provides for a time extension of 61 calendar days
Original Contract Duration (calendar days): 395
Prior Authorized Time Extension (calendar days): 25
Revised Construction Duration (calendar days): 481
Original Contract Completion Date: 8/25/2012
Revised Contract Completion Date: 11/19/2012

NOTE: This change order is not effective until ALL signatures below are obtained, and if applicable, signature authority approval by Form 11 as indicated per Change Order Guidelines.

The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above.

1) D. Bailey 5/11/12
Contractor (signature) Date
Beverly A. Bailey
Contractor's Printed name

Original Contract	\$	<u>8,660,127.00</u>
Prior Authorized [X] ADD [] DED	\$	<u>464,488.02</u>
Total Contract Prior to this Change	\$	<u>9,124,615.02</u>

2) _____
Chairman of the Board (signature) Date

John Tavaglione
Chairman of the Board Printed name

Authorized Changes on this C.O.:
Addition \$ 274,459.00
Deduction \$ _____

NET: [X] Addition [] Deduction \$ 274,459.00

3) _____
Architect (signature) Date

Architect's Printed name

Amount of Contract Authorized Including this Change Order \$ 9,399,074.02

4) Maria Ruiz 11/5/12
Project Manager (signature) Date
Gloria Perez
Project Manager's Printed name

FORM APPROVED COUNTY COUNSEL
BY: M. Victor 11/8/12
MARSHAL VICTOR DATE
Successor Agency Change Order Form - Revised 3-29-12

[Signature]
11/1/12

PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

DATE: 18-Oct-12

CONTRACT TITLE: Mead Valley Library CONTRACT NO: 75 10621-00

Owner Rep: Attn: Gloria Perez

DESCRIPTION: PCO#11R1- Bulletin #3A1 Revisions SEI No. PCO # 011

PRIME CONTRACTOR'S WORK				SEI No.	PCO # 011	Revisions/comments
1.	Direct Materials				\$0.00	
2.	Sales Tax on Materials	9.75% of line 1	Included	9.75%	\$0.00	
3.	Direct Labor				\$0.00	
4.	Insurance, Taxes, and Fringe Benefits	39.0% of line 3	Included	39.0%	Inc above	
5.	Rental Equipment				\$0.00	
6.	Sales Tax on Rental Equipment	9.75% of line 5		9.75%	\$0.00	
7.	Equipment Ownership and Operating Expenses				\$0.00	
8.	SUBTOTAL (add lines 1-7)				\$0.00	
9.	Field Overhead	0% of line 8		0.00%	\$0.00	
10.	SUBTOTAL (Add Lines 8 & 9)				\$0.00	

Prime Remarks:

SUB-CONTRACTOR'S WORK				SEI No.	PCO # 011	Revisions/comments
11.	Direct Materials				\$105,643.19	
12.	Sales Tax on Materials	0.00% of line 11	Included	0.00%	\$0.00	
13.	Direct Labor				\$18,873.48	
14.	Insurance, Taxes, and Fringe Benefits	0.0% of line 13	Included	0.0%	\$0.00	
15.	Rental Equipment				\$0.00	
16.	Sales Tax on Rental Equipment	9.75% of line 15	Included	9.75%	\$0.00	
17.	Equipment Ownership and Operating Expenses				\$0.00	
18.	SUBTOTAL (add lines 11-17)				\$124,516.67	
19.	Field Overhead	0.0% of line 18		0.0%	\$0.00	
20.	SUBTOTAL (Add Lines 18 & 19)				\$124,516.67	
21.	Home Office Overhead/Profit	15.0% of line 20	Included		\$0.00	
22.	MFDB Design Fees	_____ of total change				
23.	SUBTOTAL (Add Lines 20 - 22)				\$124,516.67	

Sub's Remarks:

SUMMARY				SEI No.	PCO # 011	Revisions/comments
24.	Prime Contractor's work (from line 10)				\$0.00	
25.	Sub-contractor's work (from line 23)				\$124,516.67	
26.	SUBTOTAL (add lines 24 & 25)				\$124,516.67	
27.	Prime Overhead on sub-contractor	0.0% of line 25		0.0%	\$0.00	
28.	Prime's Home Office Overhead	10.0% of line 24		10.0%	\$2,831.02	
29.	Prime's Profit	5.0% of line 26-28		5.0%	\$0.00	
30.	SUBTOTAL (add lines 26-29)				\$127,347.69	
31.	Prime Contractor's Bond Premium	1.000% of line 30		1.0%	\$1,273.48	
32.	TOTAL COST (add lines 30 & 31)				\$128,621	

This change adds no calendar days to the project contract time.

Prime Contractor name: Stronghold Engineering, Inc.
 Sub-contractor name: See attached breakdown

Signature and title of Preparer:  Date: 18-Oct-12

S/N 0105-LF-005-6900

INSTRUCTIONS FOR PREPARING PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

The conditions and scope of the modification and shall be accompanied by a breakdown of cost, as indicated. Lump sum costs will not be accepted in either the prime or sub-contractor's breakdown of direct cost. The total cost for labor, material, and equipment rental (or ownership) for each item shall be transferred to the corresponding item on the front of this form. At the contractor's option, the overhead rates printed on the front of this form may be used for proposals under \$500,000 in lieu of detailed itemized estimates of overhead costs. The proposal should also include a request for an extension of time, in calendar days, only if overall completion of contract is impacted by the proposed modification.

BREAKDOWN OF DIRECT COSTS		Contract No.:		75 10621-00		Date:		18-Oct-12		
		DESCRIPTION: PCO#11R1- Bulletin #3A1 Revisions								
ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		Rent/ Own	EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
1 General Conditions-		0 Days	\$0.00	\$0.00	\$0.00	\$0.00				
2a		0 wks	\$0.00	\$0.00	\$0.00	\$0.00				
2b		0 ls	\$0.00	\$0.00	\$0.00	\$0.00	O	0	\$0.00	\$0.00
3a		0 hrs	\$0.00	\$0.00	\$0.00	\$0.00	O	0	\$0.00	\$0.00
3b		0 ls	\$0.00	\$0.00	\$0.00	\$0.00	O	0	\$0.00	\$0.00
4a		0 hrs	\$0.00	\$0.00	\$0.00	\$0.00	O	0	\$0.00	\$0.00
4b										
5a										
5b										
6a										
6b										
DIRECT Prime Contractor's TOTALS				\$0.00		\$0.00		R	Total Rental	\$0.00
								O	Total Owned	\$0.00

ITEMS OF WORK FOR Sub-contractor	QTY	UNIT	MATERIAL		LABOR		Rent/ Own	EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
1 See attached breakdown		1 ls	\$105,643.19	\$105,643.19	\$18,873.48	\$18,873.48	1	0	\$0.00	\$0.00
2		1 ls	\$0.00	\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
3		1 ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
4		1 ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
5		1 ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
6		1 ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
7		1 ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
8		1 ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
9		1 ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
10		1 ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
DIRECT Sub-Contractor's TOTALS				\$105,643.19		\$18,873.48		R	Total Rental	\$0.00
								O	Total Owned	\$0.00

Mead Valley Library Bulletin# 3A1 Changes			
#	Description	Sub	Cost
	Change spandrel glass per owner's direction	Huntington	\$ 817.25
	Revise FA system as per owner's direction	SEI/HCI	\$ 18,056.23

	Subtotal		\$ 18,873.48
	Mark Up		\$ 2,831.02
			\$ 20,113.93
	Bonds		\$ 1,431.94
	Subtotal		\$ 21,545.87

Added Value- No Mark Up

	Added CMB at pavers	Robertson's	\$ 105,643.19
	Bonds		\$ 1,431.94
	Total		\$ 128,621.00

PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

DATE: 16-Oct-12

CONTRACT TITLE: Mend Valley Library CONTRACT NO: 75 10621-00

Owner Rep: Attn: Gloria Perez

DESCRIPTION: PCO#10- Bulletin #3 Revisions SEI No. PCO # 010

PRIME CONTRACTOR'S WORK				SEI No.	PCO # 010	Revisions/comments
1. Direct Materials				\$0.00		
2. Sales Tax on Materials	9.75% of line 1	Included	9.75%	\$0.00		
3. Direct Labor				\$0.00		
4. Insurance, Taxes, and Fringe Benefits	39.0% of line 3	Included	39.0%	Inc above		
5. Rental Equipment				\$0.00		
6. Sales Tax on Rental Equipment	9.75% of line 5		9.75%	\$0.00		
7. Equipment Ownership and Operating Expenses				\$0.00		
8. SUBTOTAL (add lines 1-7)					\$0.00	
9. Field Overhead	0% of line 8		0.00%	\$0.00		
10. SUBTOTAL (Add Lines 8 & 9)					\$0.00	

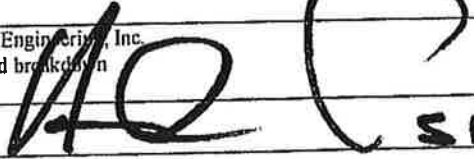
Prime Remarks:

SUB-CONTRACTOR'S WORK				SEI No.	PCO # 010	Revisions/comments
11. Direct Materials				\$125,016.64		
12. Sales Tax on Materials	0.00% of line 11	Included	0.00%	\$0.00		
13. Direct Labor				\$0.00		
14. Insurance, Taxes, and Fringe Benefits	0.0% of line 13	Included	0.0%	\$0.00		
15. Rental Equipment				\$0.00		
16. Sales Tax on Rental Equipment	9.75% of line 15	Included	9.75%	\$0.00		
17. Equipment Ownership and Operating Expenses				\$0.00		
18. SUBTOTAL (add lines 11-17)					\$125,016.64	
19. Field Overhead	0.0% of line 18		0.0%	\$0.00		
20. SUBTOTAL (Add Lines 18 & 19)					\$125,016.64	
21. Home Office Overhead/Profit	15.0% of line 20	Included		\$0.00		
22. MFDB Design Fees	of total change					
23. SUBTOTAL (Add Lines 20 - 22)					\$125,016.64	

Sub's Remarks: Sub will still be providing all intercom and paging as per contract requirements.

SUMMARY				SEI No.	PCO # 010	Revisions/comments
24. Prime Contractor's work (from line 10)				\$0.00		
25. Sub-contractor's work (from line 23)				\$125,016.64		
26. SUBTOTAL (add lines 24 & 25)					\$125,016.64	
27. Prime Overhead on sub-contractor	0.0% of line 25		0.0%	\$0.00		
28. Prime's Home Office Overhead	10.0% of line 24		10.0%	\$12,501.66		
29. Prime's Profit	5.0% of line 26-28		5.0%	\$6,875.92		
30. SUBTOTAL (add lines 26-29)					\$144,394.22	
31. Prime Contractor's Bond Premium	1.000% of line 30		1.0%	\$1,443.94		
32. TOTAL COST (add lines 30 & 31)					\$145,838	

This change adds no calendar days to the project contract time.

Prime Contractor name: Stronghold Engineering, Inc.
 Sub-contractor name: See attached breakdown
 Signature and title of Preparer:  S.R. P.M.
 Date: 16-Oct-12

S/N 0105-LF-005-0900

INSTRUCTIONS FOR PREPARING PROPOSAL/ESTIMATE FOR CONTRACT MODIFICATION

The conditions and scope of the modification and shall be accompanied by a breakdown of cost, as indicated. Lump sum costs will not be accepted in either the prime or sub-contractor's breakdown of direct cost. The total cost for labor, material, and equipment rental (or ownership) for each item shall be transferred to the corresponding item on the front of this form. At the contractor's option, the overhead rates printed on the front of this form may be used for proposals under \$500,000 in lieu of detailed itemized estimates of overhead costs. The proposal should also include a request for an extension of time, in calendar days, only if overall completion of contract is impacted by the proposed modification.

BREAKDOWN OF DIRECT COSTS

Contract No.: 75 10621-00 Date: 16-Oct-12
 DESCRIPTION: PCO#10- Bulletin #3 Revisions

ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		Rent/ Own	EQUIPMENT		
			Unit cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
1 General Conditions-		0 Days	\$0.00	\$0.00	\$0.00	\$0.00				
2a		0 wks	\$0.00	\$0.00	\$0.00	\$0.00	O	0	\$0.00	\$0.00
2b		0 ls	\$0.00	\$0.00	\$0.00	\$0.00	O	0	\$0.00	\$0.00
3a		0 hrs	\$0.00	\$0.00	\$0.00	\$0.00	O	0	\$0.00	\$0.00
3b		0 ls	\$0.00	\$0.00	\$0.00	\$0.00	O	0	\$0.00	\$0.00
4a		0 hrs	\$0.00	\$0.00	\$0.00	\$0.00	O	0	\$0.00	\$0.00
4b										
5a										
5b										
6a										
6b										
DIRECT Prime Contractor's TOTALS				\$0.00		\$0.00	R	Total Rental		\$0.00
							O	Total Owned		\$0.00

ITEMS OF WORK FOR Sub-contractor	QTY	UNIT	MATERIAL		LABOR		Rent/ Own	EQUIPMENT		
			Unit Cost	Total Cost	Unit Cost	Total Cost		Days	Rate	Total
1 See attached breakdown		1 ls	\$125,016.64	\$125,016.64	\$0.00	\$0.00	R	0	\$0.00	\$0.00
2		1 ls	\$0.00	\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
3		ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
4		ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
5		ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
6		ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
7		ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
8		ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
9		ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
10		ls		\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00
DIRECT Sub-Contractor's TOTALS				\$125,016.64		\$0.00	R	Total Rental		\$0.00
							O	Total Owned		\$0.00

Mead Valley Library Bulletin 3 Changes

#	Description	Sub	Cost
	Revise Flag Poles and mounts- Structural Steel	Campbell Cert	\$ 7,020.56
	RFI#53- Add flag pole lighting	SEI	\$ 4,588.80
	RFI#80- Add Shut off valves	La Habra	\$ 3,801.40
	Reroute water main to avoid windows	La Habra	\$ 876.30
	RFI 59- Revise hardware due to conflict with auto doors	Huntington	\$ 2,601.11
	Add drywall at spandrel areas per AE's direction	Temecula Valley	\$ 5,690.00
	RFI#82- Add tapered insulation at roof	Pacific Single Ply	\$ 2,062.49
	RFI#83- Add tapered insulation at roof	Pacific Single Ply	\$ 2,474.99
	Restake retaining wall	LASP	\$ 452.50
	Change grades as per inspector's request	LASP	\$ 325.00
	Stake water at 45	LASP	\$ 325.00
	Restake Chiller Room Wall	LASP	\$ 452.50
	Rework at Trellis to clear eve	Campbell Cert	\$ 1,923.54
	Add bent plate to front canopy	Campbell Cert	\$ 3,166.63
	R&R Columns due to incorrect anchors	Campbell Cert	\$ 1,142.03
	Reconfigure structural for partition pocket support	Campbell Cert	\$ 4,600.43
	Install backing and densdeck at roof parapets	Temecula Valley	\$ 8,290.00
	Add Electrical for Mag Lock	SEI	\$ 5,735.37
	Provide conduit and wire as per RFI# 89	SEI	\$ 4,840.55
	Add backing for misc added items	Temecula Valley	\$ 850.00
	Add scaffolding for added stone wall at storytelling	Scaffolding Pros	\$ 2,050.00
	Drywall rapair of lift damage	Hawkeye	\$ 1,054.68
	Add stainless steel supports for countertops	Casework Inst.	\$ 1,635.53
	Custom light fixture revisions	Lightway	\$ 6,820.00
	Rock removal	RMS	\$ 37,898.62
	Revise Gutter Color as per owner's direction	Archbald	\$ 10,640.00
	Revised Door Hardware as per owner's direction- RFI 59	Hutnington	\$ 2,601.11
	Fence Relolocation for added project phasing-10-8	American	\$ 360.00
	Fence Relolocation for added project phasing-10-11	American	\$ 737.50
	Subtotal		\$ 125,016.64

