



STAFF REPORT

DATE: NOVEMBER 15, 2011

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD FOSTER, CITY MANAGER

PREPARED BY: AMER JAKHER, P.E., PUBLIC WORKS/UTILITY SERVICES DIRECTOR

SUBJECT: CHANGE ORDER NO. 1 AND NOTICE OF COMPLETION FOR LINCOLN ELEMENTARY GAP CLOSURE PROJECT SR2SL-5065(021)

RECOMMENDED ACTION

It is recommended that the City Council approve Change Order No. 1, in the amount of \$4,430, and authorize the execution and recordation of a notice of completion for the Lincoln Elementary Gap Closure Project SR2SL-5065(021).

GOAL STATEMENT

The proposed action will support the City's goal to provide improvements to the City's public infrastructure and provides a safe route for students walking to Lincoln Elementary School.

BACKGROUND

Established in 1999, the State Safe Routes to School (SR2S) Program came into effect from the passage and signing of Assembly Bill 1475 (AB 1475). The funding source was primarily to fund construction projects that would improve the safety of students who walk or bike to school.

On November 20, 2007, the City Council adopted Resolution No. R-156-07, authorizing staff to apply for the Safe Route to School Grant Program. City Staff was able to secure grant funds in the amount of \$121,860 from the Safe Route to School Grant Program to complete the first phase of the project. Staff will continue to seek funding for the second phase of the project from other sources such as Community Development Block Grant Funds (CDBG). The second phase will include paving additional areas for parking and other improvements to facilitate drop-off of children.

ISSUES/ANALYSIS

In accordance with Colton Municipal Code (CMC) Section 3.08.110, Ordinance 0-12-03, staff solicited and received bids for the Lincoln Elementary Gap Closure Project SR2SL-5065(021). The sealed bid opening took place on May 3, 2011 at 3:00 p.m. in the City Hall Conference Room. TSR Construction and Inspection was the lowest responsive bidder in the amount of \$73,700. On June 7, 2011, City Council authorized award of a construction agreement to TSR

Construction and Inspection (Contractor) for Lincoln Elementary Gap Closure Project SR2SL-5065(021) in the amount of \$73,700. It was necessary to extend the scope of work to include the installation of curb and gutter instead of just curb (per plan) to protect the asphalt improvements constructed by the Colton Unified Joint School District. The addition of gutter resulted in a change order in the amount of \$4,430, to the original contract amount, a difference of 6%. The Project has now been completed.

FISCAL IMPACTS

Funds for this project were accounted for in the Safe Routes to School/Lincoln Elementary Closure Gap account 450-0901-6987-3890.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

Exhibit A - Notice of Completion
Exhibit B - Contract Change Order No. 1
Exhibit C - Pictures

EXHIBIT A

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Name: City of Colton
Street Address: 650 N. La Cadena Drive
City & State: Colton, California
Zip: 92324

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

1. The City of Colton is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is Amer Jakher, P.E
3. The full address of the undersigned is 650 N. La Cadena Drive, Colton, CA 92324
4. The nature of the title of the undersigned is City of Colton City Engineer
(E.G. owner in fee OR vender under contract of purchase OR lessee OR OTHER APPROPRIATE DESIGNATION).
5. The full names and full addresses of all persons, if any, who holds title with the undersigned as joint tenants or as tenants in common are:

Names	Addresses
N/A	N/A

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names	Addresses
N/A	N/A

7. A work of improvements on the property hereinafter described was completed on September 20, 2011
8. The name of the original contractor, if any, for the work of improvement was TSR Construction & Inspection.
The kind of work done or material furnished was grading, curb and gutter, sidewalk and bollards installation.

9. The property on which the work of improvement was completed is in the City of Colton,
County of San Bernardino, State of California, and is described as follows: LINCOLN ELEMENTARY GAP CLOSURE PROJECT SR2SL-5065(021).

10. The street address of the said property is Bordwell Ave between Olive Ave to B St City of Colton CA 92324.

Dated: _____ (Signature)
Amer Jakher, P.E., PW & Utilities Service Director

VERIFICATION

I, the undersigned say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.
Executed at _____, California, this _____ day of _____.

(SIGNATURE)

Attachment B

EXHIBIT B

DATE: November 15, 2011
 FROM: AMER JAKHER, P.E., CITY ENGINEER
 CITY OF COLTON
 TO: TSR CONSTRUCTION & INSPECTION
 8264 AVENIDA LEON
 RANCHO CUCAMONGA, CA 91730

PUBLIC WORKS & UTILITY SERVICES DEPARTMENT- ENGINEERING SECTION

**CONTRACT CHANGE ORDER No. 1
 LINCOLN ELEMENTARY GAP CLOSURE PROJECT SR2SL-5065(021)**

INSTRUCTIONS TO THE CONTRACTOR AT THE REQUEST OF THE CITY ENGINEER:

These modifications are based upon site requirement for the completion of the project.

I. INCREASED QUANTITY

<u>Item No</u>	<u>Description of Work</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Construct 6" curb only per STD Dwg No. 106	443	LF	\$ 10.00	= \$ 4,430.00
Total Cost Increased					= \$ 4,430.00

TOTAL AMOUNT OF CHANGE ORDER #1 = \$ 4,430.00

II. CONTRACT AMOUNT RECONCILLATION

ORIGINAL AMOUNT OF CONTRACT	= \$ 73,700.00
CHANGE ORDER NO.1	\$ 4,430.00

TOTAL COST OF CONTRACT AS PER CHANGE ORDER NO. 1 = \$ 78,130.00

The amount of the contract will be increased by the sum of **\$4,430.00** and the contract time shall be extended by **0 calendar days**. The undersigned Contractor approves the foregoing Change Order # 1 as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order # 1. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs, and liabilities, in Contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

_____	_____
AMER JAKHER, P.E., CITY ENGINEER	DATE
_____	_____
SARAH S. ZAMORA, MAYOR	DATE
_____	_____
GABRIEL ZAPIRTAN, TSR CONST. & INSPECTION	DATE

EXHIBIT C



