

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

DATE: August 22, 2014 (CC Meeting of (09/17/14))

SUBJECT: Consider Authorization for Recordation of a Notice of Completion for City of Moorpark Contract # 2011-107- Phase B; Bid Package # 12 – Finishes- Standard Drywall, Inc. for the Ruben Castro Human Services Center

BACKGROUND & DISCUSSION

The Ruben Castro Human Services Center (RCHSC) was constructed as a multiple-prime contract project with construction management provided by Barnhart Balfour Beatty Construction (Balfour Beatty). Bids were solicited from trades in September 2010, opened on October 21, 2010 and construction contracts awarded by the City Council on January 19, 2011. Standard Drywall, Inc. was selected as the lowest responsive and responsible bidder for the Finishes bid package (Bid Package #12) and a construction agreement was executed on April 12, 2011.

On November 6, 2013 the City Council approved Amendment 7 to the contract establishing that portion of the Agreement inclusive of the original agreement amount and previous approved Amendments 1, 2, 3, 4 and 6 totaling an amount not-to-exceed two million three hundred and one thousand three hundred seventy three dollars and eighty five cents (\$2,301,373.85) as Phase A (See Attachment 1- Agenda Report). The portion of work inclusive of previous approved Amendment 5 for modifications to the exterior trellis feature was established in an amount not-to-exceed one hundred sixty thousand seven hundred seventy two dollars and zero cents (\$160,772.00) as Phase B.

As of October 1, 2012, all contract installation and administrative requirements were satisfied by Standard Drywall, Inc. for the completion of Phase A of the Agreement. On November 6, 2013 the City Council authorized the recordation of a Notice of Completion (NOC) and release the Surety Bond # 024034176 at the expiration of the warranty period for Phase A. The NOC was recorded on November 18, 2013.

On August 18, 2014, SDI completed the installation and finishing of Phase B, the Airlite Trellis at the Center. On July 16, 2014 the City received an Unconditional Waiver and Release from Airlite Company, LLC for payment for the Airlite materials.

Staff is requesting City Council authorization to record a Notice of Completion for Phase B of this contract. The recommendation letter from Balfour Beatty Construction is Attachment 2. Since the original contract work was completed in Phase A, the

performance and payment bonds did not apply to Phase B. The term of those bonds will expire on November 13, 2014. Upon City Council authorization to City Staff, the City Clerk shall file and record the Phase B Notice of Completion with the County of Ventura.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Authorize the City Clerk to file a Notice of Completion for the specified work (Phase B), and authorize the release of the remaining retention as described in the staff report.

ATTACHMENTS:

1. Agenda Report- Amendment No. 7
2. Recommendation Letter from Balfour Beatty Construction
3. Notice of Completion

ITEM 10.R.

MOORPARK CITY COUNCIL AGENDA REPORT

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

DATE: October 25, 2013 (CC Meeting of 11/06/13)

SUBJECT: Consider Amendment Number 7 for Contract No. 2011-107 with Standard Drywall, Inc. for the Ruben Castro Human Services Center and Authorizing Release of Contract Retention for the Completed Work

BACKGROUND & DISCUSSION

The Ruben Castro Human Services Center (RCHSC) was constructed as a multiple-prime contract project with construction management provided by Barnhart Balfour Beatty Construction (Balfour-Beatty). Bids were solicited from trades in September, 2010, opened on October 21, 2010 and bids were awarded by the Moorpark City Council on January 19, 2011. Standard Drywall, Inc., (SDI) was selected as the lowest responsive and responsible bidder for the Finishes bid package and a construction agreement was executed on April 12, 2011. The original contract amount was for \$2,175,000 with a contingency amount of \$217,500.

The design of the RCHSC included an exterior trellis element to provide both architectural interest and shaded areas to reduce direct afternoon sunlight into building windows and offer shaded retreats for patrons visiting the center. The architect specified a composite material called "Trex" for the construction of the sunshade element.

During the final exterior construction and installation of the Trex onto the steel outrigger supports, a concern was raised by Balfour-Beatty's construction team about the span distances for this material and bending and twisting which was being seen. Subsequently, the Trex material was rejected by the City and an agreement was reached with HMC Architects (HMC) to compensate the City for the materials and labor involved with the Trex installation.

Balfour-Beatty, together with City staff, sought out alternative materials, including different sizes and thicknesses of tube steel, angle iron, and "C" channel to replace the original Trex composite lumber. While material and pricing costs were being collected,

Balfour-Beatty also researched a manufacturer called Airolite, which produces a number of sunshade products including louvers, grilles, and other sun control applications. Balfour-Beatty compiled pricing for the various alternative materials and labor from the structural steel contractor, Steelcon, Inc. Additionally, Balfour-Beatty obtained costs for the installation of the Airolite product from two other trades who hold licenses required to install this specific product; Best Contracting, Inc., and Standard Drywall, Inc. SDI presented the most competitive cost for installation of the Airolite sunshades. A recap of the alternative materials and costs, including labor, is provided below:

Material	Cost
1x1x.122 tube steel	\$148,329.99*
1x1x.166 tube steel	\$161,592.10*
2x2x.188 tube steel	\$176,537.22*
2x4x.188 tube steel	\$202,434.04*
2x4x.250 tube steel	\$222,365.96*
3x3x1/4 steel angle (8 per bay used with TREX)	\$102,971.41*
3' C Channel (4 per bay used with TREX)	\$99,421.25*
2x4 unfinished aluminum	\$174,725.39*
6063 T52 Alum 2x4x1/8" tube	\$135,653.18*
Airolite Sunshade System by SDI	\$160,772.00**
*Cost does not include freight or engineering	
**Includes deduct for uninstalled TREX labor. TREX material turned over to City.	

Based on factors including the original design appearance intent, ability to attach to the existing outriggers, labor cost for installation, and future maintenance costs, City representatives and Balfour-Beatty concurred that the Airolite sunshade product would be the overall superior choice of the various alternatives available to replace the Trex composite material.

On December 19, 2012 the City Council authorized additional funding and approved Amendment No. 5 to the original contract with SDI. On October, 2013, SDI submitted shop drawings (Plans) to the City Building and Safety Division for the Airolite material installation. The Plan review required a review of the existing steel support structure for the sunshade installation and, subsequently, new structural calculations. On October 7, the City obtained a proposal from TTG Engineers to complete the new structural calculations and that work has been authorized at a cost of \$1,200.

Actual construction included in Contract 2011-107 (to be considered as Phase A) excluding Amendment No. 5 for the Sunshade installation (to be considered as Phase B) was completed by SDI on October 1, 2012. On October 8, 2013, the original 10% contract retention of \$230,824.48 was reduced to 5% and \$115,412.24 was released to SDI leaving a 5% retention balance of \$115,412.24 for the original contract.

Pursuant to Public Contract Code section the final payment of ten percent (10%) of the value of work done under this agreement, if unencumbered, shall be made within sixty (60) days after the date of completion of the work, provided however, that in the event of a dispute between the City of Moorpark and the Contractor, the City of Moorpark may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

Considering actual construction included in Contract 2011-107 (Phase A) inclusive of previously approved Amendments 1, 2, 3, 4, and 6 is completed based upon occupancy and beneficial use of the Project by the City on October 1, 2012 and in compliance with Public Contract Code section 7107, release of remaining retentions with the exception of an amount equal to the additional scope remaining (Amendment # 5 – Phase B) is mandated.

FISCAL IMPACT There is no fiscal impact from this action. Funds for Phase B have already been appropriated.

STAFF RECOMMENDATION

1. Approve Amendment No. 7 considering actual construction included in Contract 2011-107 inclusive of previously approved Amendments 1,2,3,4 and 6 as construction Phase A and considering actual construction included in previously approved Amendment # 5 (exterior shade structure element) as Phase B.
2. Consider actual construction included in Contract 2011-107 inclusive of previously approved Amendments 1,2,3,4 and 6 (Phase A) as complete and in beneficial use by the City commencing on October 1, 2012 and authorize the City Clerk to approve the release of remaining contract retention balance for Phase A of \$115,412.24.

Attachment 1: Amendment No. 7

ATTACHMENT 1

SEVENTH AMENDMENT TO AGREEMENT 2011-107 FOR BID PACKAGE #12 – FINISHES AT THE RUBEN CASTRO HUMAN SERVICES CENTER

THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR BID PACKAGE #12 – FINISHES (“Seventh Amendment”), is made and entered into this ____ day of _____, 2013, (“the Effective Date”) between the City of Moorpark, a municipal corporation, hereinafter referred to as “CITY”, and Standard Drywall, Inc., a California corporation, hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, on April 12, 2011, the CITY and the CONTRACTOR entered into an “Agreement” for finishes for the Ruben Castro Human Services Center; and

WHEREAS the CONTRACTOR has executed six previous Amendments to the Agreement totaling an amount not-to-exceed two hundred eighty seven thousand, one hundred forty five dollars and sixty five cents (\$287,145.85) increasing the total not-to-exceed amount to two million four hundred sixty two thousand five hundred fifty nine dollars and sixty five cents (\$2,462,145.85) for finishes for the Ruben Castro Human Services Center; and

WHEREAS, the CITY wishes to further amend the Agreement to consider that portion of the Agreement inclusive of the original agreement amount and previous approved Amendments 1, 2, 3, 4 and 6 totaling an amount not-to-exceed two million three hundred and one thousand three hundred seventy three dollars and eighty five cents (\$2,301,373.85) as Phase A and that the portion of work inclusive of previous approved Amendment 5 for modifications to the exterior trellis feature in an amount not-to-exceed one hundred sixty thousand seven hundred seventy two dollars and zero cents (\$160,772.00) as Phase B.

WHEREAS, on _____, the City Council of the City of Moorpark approved modification of the Agreement as the Seventh Amendment, and

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto AMEND the Agreement follows:

I. Section 2 of the Agreement is amended to include:

Contractor's Scope of Services is amended to include only the remaining scope of services described in the Fifth Amendment of the Agreement as Phase B.

II. Section 7 of the Agreement is amended to include:

CITY hereby considers that work inclusive of the original Agreement inclusive of Amendments 1, 2, 3, 4 and 6 as Phase A and considers that work inclusive of Amendment 6 as Phase B.

III. Remaining Provisions

All other terms and conditions of the original Agreement and all other amendments shall remain in full force and effect, except to the extent modified by this Seventh Amendment.

CITY OF MOORPARK

STANDARD DRYWALL, INC.

By: _____
Steven Kueny
City Manager

By: _____
David J. Dearborn
Project Manager

ATTEST:

Maureen Benson, City Clerk

Balfour Beatty

Construction

Hugh R. Riley
Assistant City Manager
799 Moorpark Ave.
Moorpark CA 93021

August 18, 2014

Project: Ruben Castro Human Services Center, City of Moorpark

**Re; Recommendation to issue a Notice of Completion - Phase B
Bid Package # 12 – Finishes - Phase B Exterior Trellis
Standard Drywall Incorporated
City of Moorpark Contract # 2011-107**

Dear Mr. Riley,

Please accept this letter as recommendation to request City Council approval for issuance of a Notice of Completion for work related to Bid Package # 12 – Finishes - Phase B Exterior Trellis Installation. The date of labor cessation is June 23, 2014, final inspection and sign off by City of Moorpark Building and Safety occurred August 18, 2014. All other contract and administrative requirements related to Phase B have been satisfied by Standard Drywall Incorporated and found acceptable by Balfour Beatty Construction.

Upon City Council authorization to City Staff to issue a Phase B Notice of Completion, the City shall file and record the Notice of Completion with the County of Ventura. Following recordation of a Notice of Completion with the County of Ventura, the city shall allow the statutorily required time elapse, following which the City will release final retention to the trade contractor.

Should you have any questions, please contact me at any time.

Respectfully,



Dennis Kuykendall
Senior Project Manager, Balfour Beatty Construction

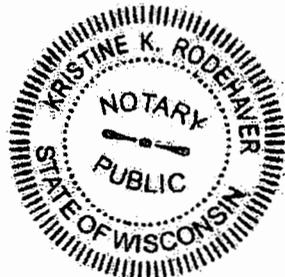


PO Box 410
Schofield, WI 54476-0410
(715)359-6171

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The Airlite Company, LLC has been paid and has received a final payment for services, equipment or material furnished to Standard Drywall Inc on the job of Ruben Castro Human Services Center and does hereby release pro tanto any mechanic's lien, stop notice, or bond right that The Airlite Company, LLC has on the above referenced job to the following extent. This release covers a final payment for labor, services, equipment or materials furnished to Standard Drywall Inc and does not cover any retention for items already furnished, or items furnished after that date.

Dated: 07-15-2014



THE AIROLITE COMPANY, LLC

By:

Eelder Velasquez
Senior Credit Analyst

Notary:

Commission Expires:

01/01/17

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

CALIFORNIA PRELIMINARY NOTICE

USE PROOF OF SERVICE AFFIDAVIT OF CALIFORNIA PRELIMINARY NOTICE
(PRIVATE AND PUBLIC WORK - IN ACCORDANCE WITH SECTION 8034, 8102, 8116 AND 8200 ET SEQ.
AND 8034, 8612 AND 9300 ET SEQ. CALIFORNIA CIVIL CODE)

CONSTRUCTION LENDER
(Or Reputed Construction Lender, if Any)

Construction loan no. _____ (if known)

OWNER Or PUBLIC
Or Reputed Owner **AGENCY**
(On Private Work) (On Public Work)

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

DIRECT CONTRACTOR
(Or Reputed Direct Contractor)

Standard Drywall Inc
3100 Palisades Drive
Corona, CA 92880

SUBCONTRACTOR
(Or Reputed Subcontractor)

SUB-SUBCONTRACTOR
(Or Reputed Sub-Subcontractor)

SUB-SUB-SUBCONTRACTOR
(Or Reputed Sub-Sub-Subcontractor)

BOND COMPANY

Liberty Mutual Insurance
175 Berkeley Street
Boston, MA 02116

An estimate of the total price of the labor, services, equipment or materials furnished or to be furnished is:

\$120,713.99

RECEIVED

JUN 09 2014

**CITY CLERK'S DIVISION
CITY OF MOORPARK**

YOU ARE HEREBY NOTIFIED THAT...

The Airolite Co., LLC
PO Box 410
Schofield, WI 54476
(Llelder Velasquez
Telephone: (715) 355 - 6521; Email:
Llelder.Velasquez@greenheck.com)
(name and address of person or firm - sender)

has furnished or will furnish materials of the following general description:

Louvers

for the building, structure or other work of improvement located at:

Ruben Castro Human Services Center
612 Spring Road
Moorpark, CA 93021

The name of the person or firm who contracted for the purchase of such labor, services equipment or materials:

Standard Drywall Inc
3100 Palisades Drive
Corona, CA 92880

NOTICE TO PROPERTY OWNER

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances.

This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project.

If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

Claimant's Notice of unpaid compensation & employer payments owing to laborers & entities (described in Civil Code § 8202(b)): The names and addresses of the laborer(s) and the Trust Fund to whom compensation and employer payments is/are due and payable are:

(Names) _____
(Addresses) _____

Mailed this date: June 5, 2014

(Signature) _____

Our Reference: 6692323 - 135840

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF MOORPARK
799 Moorpark Avenue
Moorpark, California 93021
Attn: City Clerk

NO FEE REQUIRED PURSUANT TO:
Government Code Sections 6103 and 27383

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204 must be filed on or within 15 days after the date of completion of a work of improvement. Civil Code Section 9200 provides that completion of a work of improvement occurs at the earliest of (a) acceptance of the work of improvement by the public entity or (b) cessation of labor on the work of improvement for a continuous period of 60 days.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is: City of Moorpark
3. The full address of the owner is: 799 Moorpark Avenue, Moorpark California 93021
4. The nature of the interest or estate of the owner is: in fee
The owner retained a contractor to perform a work of improvement as follows: Finishes- Phase A and B, for the Ruben Castro Human Services Center
5. The name and address of the contractor, if any, for such work of improvement was: Standard Drywall, Inc., 3100 Palisades Drive, Corona, CA 92880
The date of the contract was: April 12, 2011
6. The name and address of the surety, if any, was: Liberty Mutual Insurance Company, Interchange Corporate Center, 450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19462-1644 -Bond # 024034176
7. The name and address of the construction lender, if any, for such work of improvement was: None
8. The property on which the work of improvement was constructed is in the City of Moorpark, County of Ventura, State of California, and is described as follows: APN: 512-0-171-235 and 245
9. The street address of said property is: 612 Spring Road
10. Date labor ceased on the work of improvement for Phase B: June 23, 2014.
11. The work of improvement for **Phase B only** was completed on: August 18, 2014.

Dated: _____

Signed: _____

Steven Kueny, City Manager, City of Moorpark, 799 Moorpark Ave., Moorpark, California

VERIFICATION

I, the undersigned, say: I am the City Manager of the City of Moorpark. I am authorized to make this verification for and on behalf of the City of Moorpark and I make this verification for that reason. I have read this Notice of Completion and the matters stated in this Notice of Completion are true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 2014, at Moorpark, California.

Signed: _____

Steven Kueny, City Manager, City of Moorpark, 799 Moorpark Avenue, Moorpark, California 93021