

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT CHANGE ORDER #2 TO CLARK/SULLIVAN
CONSTRUCTION FOR AUTOTECHNOLOGY PROJECT**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for Change Order #2 to the contract with Clark/Sullivan Construction the Design Build Entity (DBE) for the Autotechnology Building Project. On October 7, 2015 the Board approved a contract to Clark/Sullivan Construction for the Autotechnology Building Project. On August 17, 2016, the Board approved no cost Change Order #1 to achieve contract consistency regarding the final completion date.

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STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Provide new instructional space and equipment

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: No cost</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE
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Lucky Lofton Executive Bonds Manager		
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PRESENTER'S NAME		
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4000 Suisun Valley Road Fairfield, CA 94534		
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ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President	
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(707) 863-7855		
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TELEPHONE NUMBER		
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Vice President, Finance and Administration	August 25, 2017	
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VICE PRESIDENT APPROVAL	DATE APPROVED BY	
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August 25, 2017	SUPERINTENDENT-PRESIDENT	
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DATE SUBMITTED TO		
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SUPERINTENDENT-PRESIDENT		

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #2 TO CLARK/SULLIVAN
CONSTRUCTION FOR AUTOTECHNOLOGY PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This change order includes language revisions to achieve contract consistency regarding the date Guarantee and Warranty period begins and to extend the final completion date. This change order is a zero cost change.

This Change Order is to replace Exhibit E Project Milestone Schedule with the attached new Exhibit E which reflects an extension of the Final Completion date to be October 13, 2017. The Contractor successfully achieved Substantial Completed August 4, per the contract requirement. Extending the final completion date from August 18, 2017 to October 13, 2017 will allow adequate time for completion of Punch List work and close out activities.

This Change Order further revises Sections 00 50 00, 3.18.1 and 3.19.1 as attached to acknowledge date of Substantial Completion to be start date of the two year Guarantee and Warranty period. This achieves consistency with other sections of the contract documents, in particular the Criteria Documents.

The Board is asked to approve a zero dollar change order to Clark/Sullivan Construction, which clarifies start of Guaranty and Warranty period to be date of Substantial Completion, and extends the final completion date to be October 13, 2017.

The Change Order is available online at: <http://www.solano.edu/measureq/planning.php>.



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

Kitchell CEM

Change Order # 2
 Project No.: 15-011
 Date: 09/06/17

DSA File No.: 48-C1
 DSA App. No.: 02-114995

Project: Solano Community College District
 Vallejo Campus- 1687 North Ascot Parkway
 Autotechnology Building

To: Clark/Sullivan Construction
 2024 Opportunity Drive, Suite 150
 Roseville, CA 95678

The Contract is Changed as Follows:

CPE No.

n/a Exhibit E- Project Milestone Schedule amended September 6, 2017- Final Completion date October 13, 2017. \$0.00

n/a Amend Section 00 50 00, 3.18.1 and Section 3.19.1 to read as attached, starting the Guarantee and Warranty period at District's Certificate of Substantial Completion date. \$0.00

TOTAL COST OF CHANGE ORDER	ADD	\$0.00
	Deduct	
FINAL CHANGE ORDER AMOUNT	\$	-

Original Contract Sum:	\$	19,034,000.00
Total change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	19,034,000.00
Original Contract Sum will be Increased by This Change Order:	\$	-
The New Contract Sum Including This Change Order Will Be:	\$	19,034,000.00
The New Contract Completion Date (Substantial Completion) Will Be:		4-Aug-17
Contract Time Will be Unchanged by This Change Order:		0 Days
The date of substantial completion as of the of this change order is		4-Aug-17

Note that final completion date extended to be October 13, 2017.

(Affix stamp here)

CONTRACTOR: _____ Date: _____
 Clark/ Sullivan Construction

(Affix stamp here)

OWNER: _____ Date: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

delayed or threatened by delay, by any actual, or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or Design/Builder, as the case may be, of all relevant information concerning the dispute.

3.18 Guarantee.

3.18.1 The Design/Builder unconditionally guarantees the building systems and equipment, including but not limited to the fire and life safety systems and equipment, were installed and will work in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of two (2) years from the date of Substantial Completion. For such equipment or building components started in operation prior to Substantial Completion, the Design/Builder's guarantee shall, be in force for two (2) full years after Substantial Completion is declared by the District notwithstanding the components operation began prior to the District's declaration of Substantial Completion.

The Design/Builder shall repair or replace any and all guaranteed building systems and equipment, including but not limited to the specialty equipment, fire and life safety systems and equipment, together with any adjacent work that may have been damaged or displaced by the guaranteed systems or equipment, that may be defective in its workmanship or material or becomes inoperable within the guarantee period specified in the Contract Documents, without any expense whatsoever to the District; ordinary wear and tear excepted.

3.18.2 The Design/Builder further agrees, within seven (7) days after being notified in writing by the District, of any work not in accordance with the requirements of the Contract Documents or any defects in the Work, that the Design/Builder shall commence and execute, with due diligence, all work necessary to fulfill the terms of the guarantee. If the District finds that the Design/Builder fails to perform any of the work under the guarantee, the District will proceed to have the work completed at the Design/Builder's expense and the Design/Builder will pay costs of the work upon demand. The District will be entitled to all costs, including reasonable attorney's fees necessarily incurred upon the Design/Builder's refusal to pay the above costs.

3.18.3 Notwithstanding the foregoing subparagraph, in the event of an emergency constituting an immediate danger to health or safety of District employees, property, or invitees, the District may undertake, at the Design/Builder's expense and without prior notice, all work necessary to correct such hazardous condition(s) when it is caused by work of the Design/Builder not being in accordance with the requirements of the Contract Documents.

3.19 Warranty.

3.19.1 The Design/Builder warrants, for a period of two (2) years from the date of Substantial Completion, to the District that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranty excludes improper operation, or normal wear and tear under normal usage under the control of the District.

3.20 Patents, Trademarks, and Copyrights.

Lionakis
1919 Nineteenth Street
Sacramento, California 95811
Phone: (916) 558-1900

**Autotechnology Building
New Construction – Design/Build Contract
SCCD Project No. 15-011
SOLANO COMMUNITY COLLEGE DISTRICT**

**EXHIBIT E – PROJECT MILESTONE SCHEDULE
Amended September 6, 2017**

The Project Milestone Schedule below identifies the major events for the Project. The Design/Builder confirms that the Contract Time and Milestones allow a reasonable period of time for completing the work under the Project.

Notice to Proceed with Design (NTP)	October 7, 2015
Completion of 100% Construction Documents	March 21, 2016
Start of Construction on site	August 22, 2016
Substantial Completion	August 4, 2017
Final Completion	October 13, 2017