

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT
Monthly Progress Reports**

Agenda Date: October 20, 2008
Approved by: BP

Subject: Monthly Project Report: Civic Center Project

For month of: September 2008

From: Rich Cunningham, Public Works Manager
 Barry Whittaker, Public Works Project Manager
 Beth Pollard, City Administrator

STAFF RECOMMENDATION

1. Receive monthly progress report.
2. Authorize furring and insulation of the walls in City Hall for energy conservation purposes for a cost of \$69,931.
3. Authorize retaining Noll & Tam architects to evaluate improving the effective use of the available space in City Hall for a cost of approximately \$10,000.

CONSTRUCTION PROGRESS

Following is a general description of work performed. Since the location of Police and Fire Departments to the Monroe Street relocation site, work has progressed quickly, particularly in the Police Station portion of the project. Demolition and abatement began there September 2 and took approximately three weeks. Items remain in storage at the Fire Department due to the temporary apparatus building being incomplete delayed the start of Fire, but Demolition and abatement began there about the beginning of October. As this is written, abatement is essentially complete in both buildings, but demolition continues.

- A. Police Station – Only the demolition of three jail cells and their concrete ceilings remains of ‘general demolition’ incomplete. As soon as that work is complete, below-slab plumbing construction will begin, followed quickly by concrete foundation and slab construction and then new block walls. Current construction work underway in PD consists of roof framing modifications.
- B. Fire Station – Abatement of Vinyl Asbestos Tile (VAT) and asbestos-containing mastics under Vinyl Asbestos and Vinyl Composition Tile, and in the drywall joints is complete. The need for this work was not picked up in the pre-construction asbestos assessment, and has had to be added to the project construction through contract change order. This abatement work is being paid for at ‘time and material’ rates with a resulting contract change order for \$49,846.76 being one of our larger contract change orders to date.
- C. Site work began this week with the demolition of the carport structure and significant areas of the asphalt parking lot.

D. Altogether, the site has been a swarm of demolition and construction activity.

CHANGE ORDERS issued during September are as follows.

7. GSM Gutters and Downspouts. There was a discrepancy in the plans, which in one place called out for the gutters and downspouts to be made from the roofing metal and in another place to be galvanized sheet metal. GSM was the architect's intent. In the first case the work would be within the roofer's subcontract, in the second the mechanical and sheet metal sub's. The latter claimed that he had seen the call for the roofing material and had not included it in his bid. The roofer had not included it in his bid. The general contractor settled with his GSM subcontractor with an agreement to pay \$3,000 and asked that the City split the cost with him. The conflict in the plans was clear and the City was at risk for having to pay the entire added cost. We agreed to pay half to resolve the issue. \$1,500.00
8. Repair Veneer Ceiling Finish (Admin wing). The existing ceiling in the Administrative portion of the City Hall has a plaster veneer coat on gypsum drywall. Where there is new contract work – filling in abandoned openings and making new openings for new work – a proper repair of the ceiling is a contract requirement. Likewise, repair of any construction damage is a contract requirement. However, there was a certain amount of existing damage that fell into neither category, but instead was just 'wear and tear' over the years. It only makes sense to repair the veneer coat prior to repainting it. We made an inspection with the GWB plastering subcontractor and agreed about what damage was in each category. This change order provided for the repair of the 'wear and tear' damage to the ceiling. \$1,811.61
9. Float New Texture onto Conference Room Ceiling. The conference room had more than typical levels of existing damage, plus the damage and scheduled repair for the newly needed openings. It is a low ceiling (portions of City Hall are 9' ceiling, portions 10; this is 9'). The issues of repair were complicated by the presence of at least five different finish textures on the ceiling area from repairs and remodeling over the years. By this contract change order, the entire textured ceiling was reworked, \$1,795.34
10. Cost Recovery, RH Tinney Company, Repair to Air Pressure line, HVAC for Police Dept (in residence), damaged during demolition. The demolition subcontractor inadvertently damaged the heating system early in the City Hall work, while Police was still occupying the building. TH Tinney was the City's HVAC maintenance and repair contractor and made the repairs. The bill was presented to the contractor who, in turn, presented it to his demolition subcontractor. We both thought the bill had been paid until hearing from TH Tinney asking where the payment was. The general and demolition subcontractor have a dispute about payment. With the agreement of the general contractor, we paid the bill to get our repairman paid, and then issued a contract change order to deduct the amount from the general contractor's work, leaving the general contractor to work it out with his subcontractor. The general contractor has executed the contract change order for the credit. Credit: \$1,076.50
11. Schedule Delay. At the time we bid this work, we had a fully occupied City Hall, with no certain plans about relocation. To provide the bidder's assurances about our intent to proceed with the work on a timely basis and to avoid the probable dispute and claim that would result from a delay in being able to start the work, we provided for the contractor to provide bid prices for the possibilities of a delay the project start (which didn't happen) and a delay in the start of Police and Fire. We made our best estimates of when the spaces would be available, and put that in the contract – City Hall to be available to the contractor by May 6, 2008, Police and Fire by July 8, 2008. We were able to deliver the City Hall to the contractor approximately on time,

turning it over to him May 12th. Because of difficulties in completing the Monroe Street temporary facilities for Police and Fire, we were not able to give the contractor these spaces until September 2nd (and even then, it was only Police; Fire was partially occupied by materials for which there was no room at Monroe Street until the exercise equipment was moved October 2nd). The contractor requested compensation for the delayed start on Police. (Fire is not on the critical path.) Per his contract he is entitled to six weeks deferred start delay at \$2,000/week = \$12,000. For the additional two weeks of delay he requested payment at his actual site overhead cost rate of \$3,717. The contractor provided a detailed listing of his monthly expenses for the site – the cost of his project superintendent, the rental on the office trailer, storage containers, toilets, phones, etc. to support his number. This change order covers the \$12,000 cost for the first six weeks, and \$7,434 for the last two weeks. In signing the contract change order, the contractor accepts this as full and complete compensation for all costs associated with these delays, and thus gives up the right to subsequently claim damage arising from these delays. I think it a good investment. \$19,434.00

The contractor managed to keep personnel on the site, doing bits and pieces of work, doing paperwork, etc. When police relocated, the project suddenly erupted in work. Within a day the police building was taped off and being abated of its asbestos-containing building materials. There was some variation day to day in crew size, but the abatement contractor averaged 10 workers in the site every day for about three weeks. During this time little activity was visible, only the vehicles in the parking lot and the occasional debris box leaving the site evidence that work was going on. Since completion of abatement of PD, the general demolition crew has been working there, with the abatement crew working at FD.

12. Stucco Soffit Repair. This work is associated with Contract Change Order No. 4. In CCO4 we paid the contractor for repair of framing damage found in the City Hall portion of the building. Much of the damage was dry rot in the outer framing of the eaves. When dry rot damaged 4x6's were replaced there, portions of the existing stucco soffits had to be repaired as well. This change order covers the cost of the stucco Soffit repair. \$9,995.34
13. Abatement of the Fire Station. At the time the environmental evaluation and testing was done (2003), the building was fully occupied. The environmental consultant did not do any "destructive testing." They did not find any hazardous materials in the fire station. In the police station we did some subsequent testing in the attic of the drywall joints, which showed that there was asbestos in the interior joint compound. Unfortunately the environmental consultant treated the two buildings as separate things, and did not ascribe this outcome to the fire station. As a result we unknowingly bid the project without any callout that there was 'hot mud' in the fire station. Nor did we call out the Vinyl Asbestos Tile (VAT floor tile) that turned out to be present under the carpet of the Fire Chief's office and the entire residential dorm side of the building. These conditions were "discovered" early in the demolition, and enclosure had to be construction and abatement of the VAT and hot drywall performed prior to general demolition. \$49,846.76.
14. City Hall wall furring and insulation. Throughout Police and Fire, our plans call for furring out and insulating the masonry walls to minimize the heat losses and gains through the masonry walls. It is a "green" thing to do. We did not originally design City Hall for this work, because we were not doing any such work there. Further, we had an investment in office systems furniture in both Finance and Community Development that could not accommodate the small loss of space to the furring. However, in the relocation, it was determined that all this systems furniture was well worn, and would not survive moving, storage, and moving again after the

renovation project. In lieu of paying for storage, that portion of it not required for temporary purposes at one or the other of our temporary sites has been removed. Without this limitation, it is worth revisiting the issue in the interests of long-term energy conservation. We are working on a possible change order to furr out and insulate the masonry walls of the Administrative wing to City Hall. We have an estimate from the contractor to do this for \$69,931.40.

15. Maximizing available space in City Hall. The temporary relocation facilities have heightened awareness of the cramped and inefficient space in City Hall, particularly for Community Development. To take advantage of this unique opportunity when City Hall is vacant, staff recommends retaining Noll & Tam Architects on a low-budget (<\$10,000) evaluation of the City Hall spaces (Admin, Finance, Community Development) to see whether there are perhaps some relatively inexpensive modifications to this space which might be undertaken at this time to provide a better fit for these functions upon their return after completion of the renovation project. This evaluation work has not begun, but needs to be undertaken very quickly so that if it is to be done, it does not adversely affect the renovation project as a whole.

FINANCIAL STATUS:

1. **Original contract amount: \$7,852,700.00**
2. **Original contract plus casework: \$8,081,180.00**
3. Change Orders #1-2, 4-13: \$198,445.81 (2.5%)
4. **Current contract amount: \$8,279,625.81**
5. Progress payment No.5 scheduled, in the amount of \$ 302,215.13 .
6. Total payments to date (1-5): \$1,157,646.93 Percent Complete: 14.2 %

DISCUSSION

City Hall portion of the project is complete to the point of awaiting new windows, after which new finished flooring, repainting and door installation would occur.

Demolition in Police is complete except for the removal of part of the CMU/concrete jail block, which will be completed in a few more days. Roof framing upgrades and repairs have been performed. Abatement is complete in Fire, with general demolition underway.

The contractor's projected completion date indicated on his initial schedule submittal was mid July 2009. Current estimate for completion has slipped to late August 2009. Contract requirements are for completion by October 31, 2009. It is too early in the work to draw conclusions about the feasibility of the contractor keeping to his schedule and/or meeting the contract deadline. Depending on winter weather the winter, the contractor might require additional time for completion due to the delay in starting so much of the work. He is presently pushing as hard as he can to get the Police Station roofed over before the winter rains. If he can succeed, he will have a much better chance of keeping to his present projections. If rains set in before that, while we may all welcome the much-needed water, it would have negative effects on his schedule. All temporary spaces occupied by City personnel have at least six months availability past the time now estimated for completion of the Civic Center project, so this need won't drive project requirements.

The contractor continues to be very cooperative and project process appears good, although it has suffered from the delays in accomplishing the police and fire relocation. That turned out to be considerably more difficult than anticipated. Since the work was able to begin in earnest in the police station, activity at the site has been high with as many as 30 people working at a time.

