

# Attachment A

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## **Attachment A – Project Construction Overview**

### **PROJECT SCOPE**

The Project consists of replacing the Juvenile Hall campus at 1420 Natividad (38,949 s.f., three (3) buildings) with a new campus consisting of six (6) new buildings plus one (1) remodeled existing building (78,441 s.f). The project is being implemented in two phases so that operations could continue through construction.

Phase I consists of demolishing a 2,633 s.f. modular building and a 3,621 s.f. gymnasium and constructing four new buildings (50,385 s.f.): Administration (Bldg. 4), Housing (Bldgs. 1A & 1B), and Education (Bldg. 6) plus site work around the existing Juvenile Hall. One existing Dormitory (Bldg. 7) was planned to remain.

Phase II consists of constructing two additional buildings (22,985 s.f.): High Security Housing (Bldg. 2) and Cafeteria/Service Building (Bldg. 5). Phase II will commence only after Phase I is complete, the occupants are transitioned to the new buildings, and the remaining Juvenile Hall buildings are demolished. The existing Administration and Housing building will remain in operation until Phase 1 is completed and occupied, and then will be demolished as part of Phase II.

### **PROJECT TEAM**

RMA manages construction of the Project for the Probation Department, and we are working closely with the County Administrative Office and County Counsel. The Contractor is Zovich & Sons Inc. dba Zovich Construction. Construction management services are currently contracted with APSI/Sixth Dimension, and project management services are contracted with Kitchell CEM. The project architect is DLR, Inc. The County is transitioning Phase II project management to RMA staff and construction management to Kitchell CEM.

### **RECENT CONSTRUCTION PROGRESS**

Phase I tasks remaining:

- Building 1A & 1B – Carpet flooring tiles, Office furniture delivery, television monitors and misc. storage furniture, programming and testing of cameras and security electronics.
- Building 4 - Office furniture delivery, television monitors and misc. storage bags/bins, Fire sprinkler inspection, patch painting, carpet flooring and finish flooring furniture installation, programming and testing of cameras and security electronics.
- Building 6 – Classroom furniture and equipment from MCOE, Office furniture, Exterior sprinkler head installation, State Fire Marshall approval, flooring seal and installation, programming and testing of cameras and security electronics.
- Building 7 - Detention fixture and furniture installation, construction of revised roof overhang between buildings 4 and 7.
- Site – Finished grading, shaping and planting of landscape and drainage detention basins, hydroseeding and formation of drive and pedestrian pathways.
- Closeout and Transition – Final punchlist items, fine-tuning of security cameras, training, and commissioning.
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## **PROJECT SCHEDULE & TIME IMPACT ANALYSIS STATUS:**

Change orders and construction delays can be attributed to multiple factors. Project delays are considered either compensable or non-compensable. Compensable days are those accepted by the County deemed outside the Contractor's control and extend the construction contract term, precluding the Contractor from paying liquidated damages to the County. Non-Compensable Delays are those determined to be the Contractor's fault and subject to payment of stipulated contract liquidated damages. Each delay is reviewed by the Project Team and the Contractor to determine the appropriate responsibility assignment. If the parties cannot reach an agreement on the assignment, contract guidelines provide a process to resolve the dispute through claims.

In August 2018 the Project Team issued a unilateral Change Order #60, agreeing to a project delay of seventy-four (74) days, forty-eight (48) days compensable and twenty-six (26) days non-compensable. This effectively extended the contract end date from July 4, 2019 to October 17, 2019 (74 days). At the time, the Contractor did not agree to this change order and refused to sign the documentation. The Contractor recently submitted a pay application for August 2019, which included these unilaterally approved charges for Change Order #60.

At the end of August 2019, the Contractor submitted Time Impact Analysis #3 (TIA #3), which requests 294 compensable days that occurred between November 1, 2017 and July 1, 2019. The County's construction management consultant, APSI-Sixth Dimension, is reviewing TIA #3 and will provide the County an analysis of which days are eligible as compensable delays. The impact of TIA #3 on the contract term is pending analysis and negotiations. The Contractor has notified the County of an upcoming TIA #4, which is a potential additional cost to the County. The status of these negotiations is changing rapidly. Staff will return to the Board at a later date if necessary, to address any County costs associated with these claims.

The Project Team continues to work with the Contractor to provide a recovery schedule. Assignment of responsibility for construction delays are subject to ongoing evaluation. The Contractor has been notified in writing that the delays may result in the assessment of liquidated damages as provided for in the construction contract.