



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

January 5, 2006

IN REPLY PLEASE  
REFER TO FILE: **PM-1**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**CENTRAL JUVENILE HALL - HOUSING UNITS REPLACEMENT  
AWARD SUPPLEMENTAL AGREEMENT 10  
ACCEPTANCE OF PUBLIC WORKS CONTRACT  
SPECS. 5419A; C.P. 77340  
SUPERVISORIAL DISTRICT 1  
3 VOTES**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER THAT  
YOUR BOARD:**

1. Award and authorize the Director of Public Works to execute Supplemental Agreement 10 to Agreement PW 12029 with Cannon Design as recommended by the Disputes Review Board for additional design and construction administration services provided for the Central Juvenile Hall - Housing Units Replacement project in the amount of \$116,818, financed by existing project funds, and authorize the Director to establish the effective date of Supplemental Agreement 10.
2. Accept the completed construction Contract work by Gordon and Williams General Contractor, Inc., under Contract PW 12529 for the Central Juvenile Hall – Housing Units Replacement project with a final Contract amount of \$25,348,043.77.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

These actions are to obtain Board acceptance of the Contract work performed by the construction contractor in accordance with the provisions of the Public Contract Code and the Board of Corrections Construction Grant and to pay the additional amount of \$116,818 to the project's design consultant, Cannon Design, pursuant to a recommendation by the Disputes Review Board. The Disputes Review Board determined that \$116,818 was owed to Cannon Design for additional design and construction administration services that were necessary to complete final change orders.

### **Background**

The total project budget of \$36,503,454 was funded through a Board of Corrections grant for \$25,345,625, County matching funds of \$10,922,829, and Flood Control funds of \$235,000. Actual expenditures to date, including Supplemental Agreement 10, are \$33,623,400 leaving a net County cost savings of \$2,880,054 of which \$2,594,000 was transferred to the Probation Centinela Replacement Project in the 2005-06 Budget. The residual funds of \$286,054 remain in the Central Juvenile Hall Project Budget. The project was substantially complete on April 30, 2004, occupied on July 5, 2004, and the warranty period is complete. The enclosure summarizes the pertinent project and Contract information.

On June 15, 1999, your Board authorized an Architect/Engineer Agreement with Cannon Design for \$225,000 to provide schematic design services. On February 28, 2000, Supplemental Agreement 1 authorized the remaining design and construction administration services for an additional fee of \$1,175,000. Nine other executed Supplemental Agreements increased the total Architect/Engineer Agreement amount to \$1,758,810. The original Architect/Engineer Agreement established an 18-month construction administration services period and the Supplemental Agreements extended the period to 22 months.

On April 16, 2002, your Board authorized a Construction Contract with Gordon and Williams General Contractor, Inc., to construct the project. Construction commenced on May 22, 2002. The Construction Contract originally provided for a substantial completion date of December 17, 2003. Change Orders extended the completion date by 135 days to April 30, 2004. Punch list work was completed and Probation Department began operating the new housing unit Building 8 in July 2004.

### **Implementation of Strategic Plan Goals**

These actions meet the County Strategic Plan Goals of Service Excellence and Fiscal Responsibility by investing in public infrastructure, providing buildings that increase the level of customer service, and by taking the appropriate action to complete the project.

### **FISCAL IMPACT/FINANCING**

The recommended Supplemental Agreement 10 is for a not-to-exceed amount of \$116,818. Sufficient Funds are available in the 2005-06 Capital Projects Budget, Capital Project 77340, to award the recommended Supplemental Agreement.

There were 175 Change Orders to the Construction Contract with Gordon and Williams Contractor, Inc., with a total net increase of \$1,303,043.77 to the Construction Contract amount. Therefore, the final Construction Contract amount for this project is \$25,348,043.77.

Acceptance of the work of the Construction Contract by your Board is appropriate at this time.

Sufficient funds are available in the Board-approved appropriations for this project to cover the cost and the total value of the Construction Contract and Supplemental Agreement 10.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A standard Supplemental Agreement, in the form previously approved by County Counsel, will be used. The existing Architect/Engineer Agreement with Cannon Design includes the standard Board-directed clauses that provide for termination of services, renegotiation, hiring qualified displaced County employees, GAIN/GROW, Safely

Surrendered Baby Law, Contractor Employee Jury Service Program, and Child Support Compliance Program.

This Construction Contract for the project was awarded by your Board to the lowest responsible bidder in accordance with the California Public Contract Code, your Board's directives, and as recommended by the Director of Public Works.

### **ENVIRONMENTAL DOCUMENTATION**

Awarding Supplemental Agreement 10 will have no environmental impact. On July 3, 2001, your Board approved a Mitigated Negative Declaration and adopted a Mitigation Monitoring and Reporting Program, which was implemented during the project's construction.

The acceptance of the Construction Contract and the scope of work are within the limits of the Board-approved project and do not change any conditions that resulted in the original environmental findings.

### **CONTRACTING PROCESS**

On June 15, 1999, your Board authorized Agreement PW 12029 with Cannon Design to provide design services for the Central Juvenile Hall – Housing Units Replacement Capital Project for a not-to-exceed fee of \$225,000. On February 28, 2000, Supplemental Agreement 1 authorized the remaining design and construction administration services for an additional fee of \$1,175,000. Nine other executed Supplemental Agreements increased the total Architect/Engineer Agreement amount to \$1,758,810. Supplemental Agreement 10 will increase the total Architect/Engineer Agreement amount to \$1,875,628.

On February 3, 2005, Cannon Design requested the Disputes Review Board to hear its claim for additional design and construction administration services for the extended duration to complete the final project changes. Upon conclusion of the hearing, the Disputes Review Board determined that \$116,818 was owed to Cannon Design.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Supplemental Agreement 10, as this Supplemental Agreement is for non-Proposition A services.

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The Construction Contract provided that the contractor be compensated for changes in the work as a result of changes to the original plans and specifications or changed conditions encountered during the course of construction. There were 175 additions or deletions to the original Contract, with a total net increase in the Contract amount of \$1,303,043.77.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Acceptance of the work by your Board will ensure the timely closeout of this Construction Contract, thereby releasing departmental and County assets for other construction-related activities.

**CONCLUSION**

Please return one adopted copy of this letter to the Chief Administrative Office (Capital Projects Division) and Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

DAVID E. JANSSEN  
Chief Administrative Officer

JK:vmg

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Enc.

cc: Auditor Controller  
County Counsel  
Department of Public Social Services (GAIN/GROW Program)  
Office of Affirmative Action Compliance  
Probation Department

**ENCLOSURE**

**PROJECT FACT SHEET**

**CENTRAL JUVENILE HALL - HOUSING UNITS REPLACEMENT  
AWARD SUPPLEMENTAL AGREEMENT 10  
ACCEPTANCE OF PUBLIC WORKS CONTRACT  
SPECS. 5419A; C.P. 77340**

**PROJECT:** Central Juvenile Hall - Housing Units Replacement Project  
1605 Eastlake Avenue  
Los Angeles, CA 90033

**CONTRACTOR:** Gordon and Williams General Contractor, Inc.  
2 Faraday  
Irvine, CA 92618

**CLIENT DEPARTMENT:** Probation

**CONTRACT DATA:**

Award Date:	April 16, 2002
Start Date:	May 22, 2002
Project Contract Duration:	574 Calendar Days
Original Contract Completion Date:	December 17, 2003
Noncompensable Time Extensions	114 Calendar Days
Total Time Extensions	135 Calendar Days
Revised Substantial Completion Date:	April 30, 2004
Original Contract Amount:	\$24,045,000.00
Change Orders (175):	\$ 1,303,043.77
<b>FINAL CONTRACT AMOUNT:</b>	<b><u>\$25,348,043.77</u></b>

Enclosure  
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Milestones:

1. The project was completed in accordance with the Contract plans and specifications.
2. The date of substantial completion was April 30, 2004.
3. Warranty notification, certificates, and manuals were received and forwarded to the appropriate tenant Department's representative upon completion of the project.
4. A complete set of as-built drawings was received from the contractor.
5. The contractor's Certificate of Compliance was received.
6. The contractor's performance evaluation has been completed for entry into the County's Contracts database.
7. Project Management Division II obtained administratively closed from Office of Affirmative Action Compliance effective October 24, 2005.
8. All required warranties and attic stock have been received and delivered to the Probation Department.