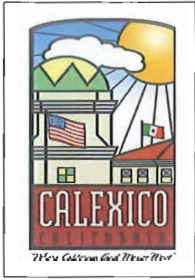


AGENDA
ITEM

10



AGENDA STAFF REPORT

DATE: December 15, 2021

TO: Mayor and City Council

APPROVED BY: Miguel Figueroa, City Manager *MK*

PREPARED BY: Diego Favila, Fire Chief

SUBJECT: Authorize City Manager to Sign Change Order #3 for the New Fire Station Headquarters

=====

Recommendation:

Authorize City Manager to sign Change Order #3 in the amount of \$75,316.40 from Oakview Constructors, Inc. to include additional construction materials and labor, and associated costs as described in each change order document for the new Fire Station Headquarters.

Background:

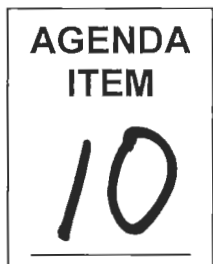
On March 12, 2020, the City Fire Department requested bids for the Calexico Fire Headquarters Station Replacement Project.

The project consists of:

Demolition of the existing two-story fire station #1 building will involve the separation of the building and building systems (structural, mechanical, electrical, plumbing and communications) from the existing police station, which is to remain in place. The contractor will salvage select items from the existing fire station prior to demolition and deliver these items to the City. All existing items to remain in place must be protected.

The existing ground mounted and guyed communication tower will be replaced with a new 90 feet high, ground mounted and freestanding communication tower.

The new fire station will be on story and approximately 9,000 SF. The new station has three drive through apparatus bays with suppression support spaces, which include a turnout room with clean-up area, workshop, restroom, hose storage, air compressor room and mechanical support



spaces. The firefighter living quarters include eight firefighter bunk rooms, four gender neutral restrooms, laundry, dayroom, dining, kitchen, and fitness room.

The apparatus bays are designed to be cooling center for the City during high temperature days.

The site improvements include a new concrete driveway approaches, front concrete apron, rear concrete apron, decorative metal fencing with pedestrian and automatic sliding gates and keypads. New paving area in between the new fire station and existing police station. Renovation of an existing ADA parking area and new gravel area for the horizontal hose drying rack. A new emergency generator with skid mounted fuel tank is included, an outside patio with BBQ area, and on-site parking for fire personnel. The project includes new and existing plantings and landscape areas, irrigation, and bio retention areas.

On June 3, 2020, the City Council approved Oakview Constructors, Inc. as the lowest responsible bidder for the new Calexico Fire Headquarters Station Replacement Project. The City Council authorized the City Manager to sign a Construction Agreement with Oakview Constructors and Award the bid proposal from Oakview Constructors in the amount of \$5,827,400.

Discussion & Analysis:

Change Order #3 includes the following for a total sum of \$75,316.40:

- PCO 12R1 Communication tower Footing Design
- PCO 17 Soffit at Bunk Rooms 113, 115 and 117
- PCO 19 Compressor Closet Framing
- PCO 21R3 Fiberglass Insulation
- PCO 23 Compressor Room Venting
- PCO 24R2 Apparatus Bay Ceiling and Soffits
- PCO 25R1 Flush Wood Doors

The approval of the additional costs and construction work with inclusion of this change order will increase the contract sum of \$5,968,338.00 (original sum + previous change orders) to \$6,043,684.40

Fiscal Impact:

The Calexico Fire HQ Station total construction budget is \$6,784,144. The bid award to Oakview was a total of \$5,827,400, which resulted in a savings of \$956,744.

The Calexico Fire HQ Station project has a separate construction contingency budget of \$542,732.

- To date, the City has issued Change Order #1 for \$77,308 and Change Order #2 for \$63,630.
- With Change Orders #1 and #2, the project used \$140,938 out of the total construction contingency budget.
- With the Ten Over Studio contract amendment #5, the project has used \$165,615 from the construction contingency budget.

The project has \$236,179 remaining in the construction contingency budget.

Measure H Bond Proceeds - Change Order #3 for \$75,316.40

Coordinated With:

Fire Department.

Attachment(s):

1. Change Order #3.

CALEXICO FIRE HQ STATION

PRIME CONTRACT CHANGE ORDER

Prime Contract Change Order: #003

TO:	City of Calexico Fire Department 415 Fourth Street Calexico, California 92231	FROM:	Oakview Constructors, Inc. 959 Calimesa Blvd. Calimesa, California 92320
DATE CREATED:	09/28/2021	CREATED BY:	Candice Wong
CONTRACT STATUS:	Approved	REVISION:	NA
DESIGNATED REVIEWER:	Fire Chief Diego Favila	REVIEWED BY:	Captain Schannon Mohamed
DUE DATE:	NA	REVIEW DATES:	11/05/2021
SCHEDULE IMPACT:	None	TOTAL AMOUNT:	\$75,346.40
CONTRACT FOR:	Calexico Fire HQ Station		

ATTACHMENTS: Proposed Change Orders 12RI, 17, 19, 21R3, 23, 24R2, and 25RI

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
12RI	Communication Tower footing design	NA	\$10,106.00
17	Soffit at Bunk Rooms 113, 115 and 117	NA	\$4,675.00
19	Compressor Closet Framing	NA	\$2,936.00
21R3	Fiberglass Insulation	NA	\$1,993.00
23	Compressor Room Venting	NA	\$544.00
24R2	Apparatus Bay Ceiling and Soffits	NA	\$52,119.00
25RI	Flush Wood Doors		\$2,973.40
Total:			\$75,346.40

CHANGE ORDER LINE ITEMS:

PCO # 12RI : Communication Tower Footing Design

#	Description	Amount
12RI	Through the deferred submittal process and approval, the dimensional size footing of the communication tower increased from 5'-3" L x 5'-3" W x 4'-0" D, per the bid documents to 10'-0" L x 10'-0" W x 8'-0" D per the approved deferred approved permit	\$10,106.00
Subtotal:		\$10,106.00
Grand Total:		\$10,106.00

CALEXICO FIRE HQ STATION

PRIME CONTRACT CHANGE ORDER

PCO # 17 : Soffit at Bunk Rooms 113, 115 and 117

#	Description	Amount
17	Per RFI 67, addition of drop soffit at Bunkrooms 113, 115 and 117 to frame, drywall and finish over the structural steel	\$4,675.00
Subtotal:		\$4,675.00
Grand Total:		\$4,675.00

PCO # 19: Compressor Closet Framing

#	Description	Amount
19	Per RFI 80, reframing the top of the compressor closet to be below the adjacent window	\$2,936.00
Subtotal:		\$2,936.00
Grand Total:		\$2,936.00

PCO # 21R3 : Fiberglass Insulation

#	Description	Amount
21R3	Supply chain shortages have occurred due to the pandemic for fiberglass insulation. As a result, prices for insulation have increased. We have negotiated cost sharing on this item with the contractor	\$1,993.00
Subtotal:		\$1,993.00
Grand Total:		\$1,993.00

PCO # 24R2 : Apparatus Bay Ceiling and Soffit

#	Description	Amount
24R2	ASI 12 provided direction to the contractor on apparatus bay on the adjusted ceiling heights, added a soffit along the east side of the room to hide exposed pipes and added wall furring to exposed pipes. Adjustments to select sections of mechanical ductwork. Relocation of fire sprinkler branch lines, and plumbing. Added roof walking pads to new routing to protect roofing membrane	52,119.00
Subtotal:		52,119.00
Grand Total:		\$52,119.00

PCO # 23 : Compressor Room Venting

#	Description	Amount
23	Per RFI 80 response, the venting for the compressor room had to be rerouted based on the Changes to the framing	\$544.00
Subtotal:		\$544.00
Grand Total:		\$544.00

CALEXICO FIRE HQ STATION

PRIME CONTRACT CHANGE ORDER

PCO # 25R1 : Compressor Room Venting

#	Description	Amount
25R1	Per ASI 15, the City did not like any of the factory color finishes proposed by the contractor. The wood doors will be factory primed and field painted per the IFC. This aligns with the direction.	\$2,973.00
Subtotal:		\$2,973.00
Grand Total:		\$2,973.00

The Original Contract Sum:	\$5,827,400.00
Net Change by Previously Authorized Change Orders:	\$140,938.00
The Contract Sum Prior to this Change Order was:	\$5,968,338.00
The new Contract Sum including this Change Order will be:	\$6,043,684.40

The Contract time will not be changed by this Change Order

CONTRACTOR:
OAKVIEW CONSTRUCTORS, INC.

BY Sammy Bernardo
CITY OF CALEXICO:
FIRE DEPARTMENT:

DATE 11/05/2021

BY _____

DATE _____

CITY OF CALEXICO:
CITY MANAGER:

BY _____

DATE _____

P.O. Box 625
959 Calimesa Blvd.
Calimesa, CA 92320-0625



(909) 795-0990
Fax (909) 795-3150
CA License #462847
DIR #1000024003

March 02, 2021

Candice Wong
Ten Over Studio, Inc.
539 Marsh Street
San Luis Obispo, CA 93401

Re: Calexico Fire Headquarters Station
City of Calexico

CHANGE ORDER PROPOSAL NO. 257-12R1

Difference between Footing Detail on Bid Documents
for Communication Tower and Design Footing Detail 1/A8.0.
See justification below for further explanation.

Oakview Constructors, Inc.

Debits: Design Footing

Labor to Dig Footings		
1 Operator, 4hrs @ 107.90	\$	431.60
1 Laborer, 4hrs @ 80.97	\$	323.88
Labor to install Rebar & Rebar Materials	\$	5,567.00
Concrete 30yds @ 120.00	\$	3,600.00
Labor to Place & Finish		
1 Cement Mason 4hrs @ 81.01	\$	324.04
1 Laborer, 2hrs @ 74.70	\$	149.40
Set up Pad Area		
1 Carpenter, 2hrs @ 82.74	\$	165.48
Subtotal	\$	10,561.40

Credits: Bid Scope

Labor to Dig Footings		
1 Operator, 2hrs @ 107.90	\$	(215.80)
1 Laborer, 2hrs @ 80.97	\$	(161.94)
Labor to install Rebar & Rebar Materials	\$	(601.00)
Concrete 4yds @ 120.00	\$	(480.00)
Labor to Place & Finish		
1 Cement Mason 2hrs @ 81.01	\$	(162.02)

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Calimesa, CA 92320-0625



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Fax (909) 795-3150
CA License #462847
DIR #1000024003

1 Laborer, 1hrs @ 74.70	\$	(74.70)
Set up Pad Area		
1 Carpenter, 2hrs @ 82.74	\$	(165.48)
Subtotal		(1,860.94)
Subtotal	\$	8,700.46
15% Overhead/Profit		1,305.07
Subtotal	\$	10,005.53
1% Bond		100.06
Subtotal	\$	10,105.59
Total Cost Proposal	\$	10,106.00

Time Extension Required: Undetermined at this time
OAKVIEW CONSTRUCTORS, INC.

Justification:

COP#257-12 is for the difference in cost as it relates to the Bid Documents Tower Footing shown on Detail 1/A8.0 and the Manufacturer's Design Footing. The Bid Documents show a footing depth of 5'-3" x 5'-3" x 4'-0" whereas the Manufacturer's Design Footing shows a depth of 10'-0" x 10'-0" x 8'-0" with additional rebar and concrete. Detail 1/A8.0 was the only reference available pre-bid. The Manufacturer's Design was not released until post-bid.

New Scope



Change Order Request

20053C — Calexico Fire HQ
Station

COR Subject: Cost for antenna base reinforcing per Rohn Drawing
235471-01-F1 dated 9-17-2020

To Eric Kristoffersen
Oakview Constructors, Inc.

COR Number: 20053C-02
COR Revision Number: 0

COR Date: 2/10/2021

Return To Julia Vaughn
Quality Reinforcing, Inc.
8587488400
rfis@qualityreinforcing.com

Work Type: Price / Do Not

Proceed

Days Valid: 30

RE

Cost for antenna base reinforcing per Rohn Drawing 235471-01-F1 dated 9-17-2020

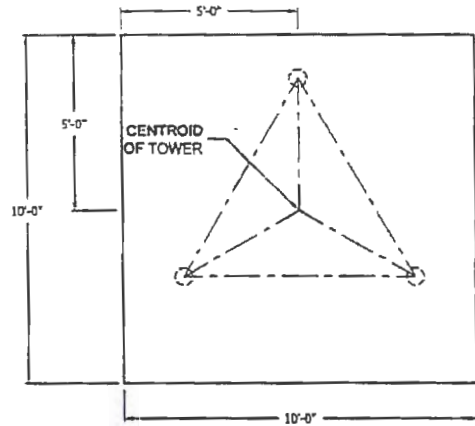
Details

Description	Cost / Rate	Qty / Hrs	Workers	Ext
Man Hours	\$89.00	24.00 <i>Hrs</i>	1.00	\$2136.00
Detailing	\$50.00	2.00 <i>Hrs</i>	1.00	\$100.00
Material	\$0.69	3,100.00 <i>POUNDS</i>	-	\$2139.00
Delivery	\$300.00	1.00	-	\$300.00

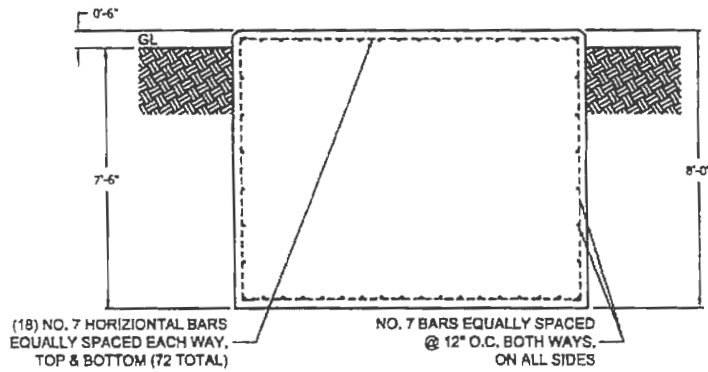
Breakout

Labor :	\$2,236.00
Overhead and Profit @ 15%:	\$335.40
Material :	\$2,139.00
Sales Tax @ 7.75%:	\$165.77
Overhead and Profit @ 15%:	\$345.72
Other :	\$300.00
Overhead and Profit @ 15%:	\$45.00
Total:	\$5,567.00

NOTE: SEE DRAWING NO. B090548 FOR STANDARD FOUNDATION NOTES.



PLAN VIEW



ELEVATION VIEW

FACTORED REACTIONS

Maximum O.T.M = 264.6 FT-K
 Total Tower Wt = 4.5 KIPS
 Total Shear = 5.5 KIPS
 Max. Shear/Leg = 3.5 KIPS
 Max. Ten./Leg = 42.4 KIPS
 Max. Comp./Leg = 48.3 KIPS

CONCRETE VOLUME

PAD = 29.6 CU.YDS.

FILE NO. 235471

REVISIONS

REV	DESCRIPTION	DWN	CHK	APP



PO BOX 3999
 PEORIA, IL 61601-9999
 TOLL FREE 800-727-8099

THIS DRAWING IS THE PROPERTY OF ROHN. IT IS NOT TO BE REPRODUCED, COPIED OR TRACED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT.

MAT
 PRESUMPTIVE CLAY PER ANSI/TIA-222-G

DWN: AS	CHKD:	DATE: 9/17/2020
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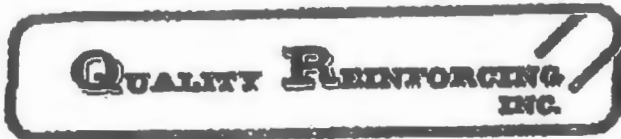
ENGR:	SHEET #:
	1 OF 1

PRJ. ENGR: AS	PRJ. MANGER:
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DRAWING NO: 235471-01-F1	REV: 0
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© 2020 ROHN PRODUCTS LLC

credit



Change Order Request

20053C — Calexico Fire HQ Station

COR Subject: Cost for 1 radio tower foundation. Price based on 4 #7 E.W. at top and bottom.

To Amber Moran
Oakview Constructors, Inc.

COR Number: 20053C-03
COR Revision Number: 0

COR Date: 2/16/2021

Return To Julia Vaughn
Quality Reinforcing, Inc.
8587488400
rfis@qualityreinforcing.com

Work Type: Price / Do Not Proceed

Days Valid: 30

RE

Cost for 1 radio tower foundation. Price based on 4 #7 E.W. at top and bottom.

Details

Description	Cost / Rate	Qty / Hrs	Workers	Ext
Man Hours	\$89.00	4.00 <i>Hrs</i>	1.00	\$356.00
Detailing	\$50.00	0.50 <i>Hrs</i>	1.00	\$25.00
Material	\$0.69	190.00 <i>POUNDS</i>	-	\$131.10

Breakout

Labor :	\$601.00
Overhead and Profit @ 15%:	\$57.15
Material :	\$131.10
Sales Tax @ 7.75%:	\$10.16
Overhead and Profit @ 15%:	\$21.19
Total:	\$601.00

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

P.O. Box 625
959 Calimesa Blvd.
Calimesa, CA 92320-0625



(909) 795-0990
Fax (909) 795-3150
CA License #462847
DIR #1000024003

June 23, 2021

Candice Wong
Ten Over Studio, Inc.
539 Marsh Street
San Luis Obispo, CA 93401

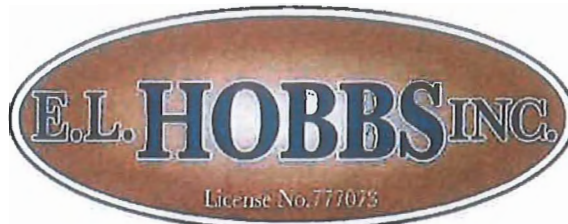
Re: Calexico Fire Headquarters Station
City of Calexico

CHANGE ORDER PROPOSAL NO. 257-17

Re: RFI 67 - Add 1' drop soffit to accommodate Structural Steel -
framing, drywall and finish in Bunkrooms 113, 115, 117

E.L. Hobbs, Inc.	\$	4,313.43
		<hr/>
	\$	4,313.43
10% Overhead/Profit		200.00
5% Overhead/Profit		115.67
	\$	<hr/> 4,629.10
1% Bond		46.29
	\$	<hr/> 4,675.39
Total Cost Proposal	\$	<u><u>4,675.00</u></u>

Time Extension Required: Undetermined at this time
OAKVIEW CONSTRUCTORS, INC.



C/O #17

Contract Revision #03

To: **Oakview Construction**
amber@oakviewci.com
jfield1957@yahoo.com

Project: **Calexico Fire HQ Station**
Calexico, CA

Attn: **Amber Moran**
 Tel: **909-795-0990**

The original contract is hereby amended with the following changes from plans and/or specifications or contract. Terms and conditions of original contract are fully applicable to this revision except as otherwise specifically stated herein:

Reference: **RFI #67**

Location: **Bunk Rooms #113, 115 and 117.**

Scope: **1) Add 1' drop soffit to accommodate structural steel-framing, drywall and finish.**

E.L. Hobbs Subcontractor Cost:	0	day-19' Scissorlift Rental	\$35.00	\$0.00
			Subcontractor Sub Total:	\$0.00
E.L. Hobbs Material Cost:	70	LF-4" 18ga 1 1/2" Track	\$2.04	\$142.80
	50	LF-4" 18ga C-Stud	\$2.31	\$115.50
	30	LF-2" x 2" 18ga Diverter	\$1.28	\$38.40
	20	lbs-Framer Tek Screws	\$3.95	\$79.00
	2	pcs-5/8" Type X Drywall	\$0.39	\$0.78
	1	box-All Purpose Mud	\$11.85	\$11.85
	1	sacks-20 min Easy Sand	\$11.64	\$11.64
	4	pcs-Cornerbead	\$3.00	\$12.00
	1	roll-Perfa Tape	\$7.00	\$7.00
			Material Sub Total:	\$418.97
			Sale Tax: 8%	\$33.52
			Material Total Cost:	\$452.49
			<u>Trade:</u>	<u>Hourly</u>
E.L. Hobbs Labor Cost:	24	hours-Framer	\$77.46	\$1,859.04
	8	hours-Drywall Installer	\$77.46	\$619.68
	8	hours-Finisher	\$77.45	\$619.60
	5	days-Per Diem	\$40.00	\$200.00
			Labor Total Cost:	\$3,298.32
			Subcontractor, Material and Labor Sub-Total:	\$3,750.81
			Overhead and Profit (Subcontractors):	5% \$0.00
			Overhead and Profit (ELH Self Performed SOW):	15% \$562.62
			Add Total:	\$4,313.43
			Bond: 1.5%	\$0.00
			Change Order Total:	\$4,313.00
			Original Contract Amount:	T B D
			Revised Contract Amount:	T B D

Approved: **E. L. Hobbs Inc.**

Approved: **Oakview**

By: _____
 Title: _____
 Date: 6/18/2021

By: _____
 Title: _____
 Date: _____

P.O. Box 625
959 Calimesa Blvd.
Calimesa, CA 92320-0625



(909) 795-0990
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DIR #1000024003

July 29, 2021

Candice Wong
Ten Over Studio, Inc.
539 Marsh Street
San Luis Obispo, CA 93401

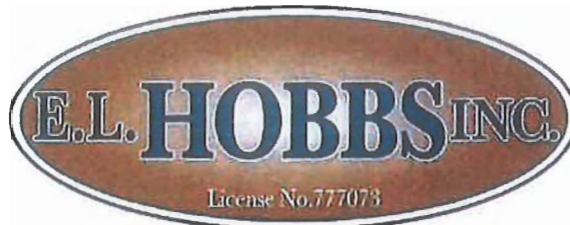
Re: Calexico Fire Headquarters Station
City of Calexico

CHANGE ORDER PROPOSAL NO. 257-19

Per RFI 257-80, demo closet framing and reframe below
adjacent window (sloped soffit).

E.L. Hobbs, Inc.	\$	2,673.00
	\$	2,673.00
10% Overhead/Profit		200.00
5% Overhead/Profit		33.65
	\$	<u>2,906.65</u>
1% Bond		29.07
	\$	<u>2,935.72</u>
Total Cost Proposal	\$	<u><u>2,936.00</u></u>

Time Extension Required: Undetermined at this time
OAKVIEW CONSTRUCTORS, INC.



Contract Revision #04

To: **Oakview Construction**
amber@oakviewci.com
jfield1957@yahoo.com

Project: **Calexico Fire HQ Station**
Calexico, CA
 Attn: **Amber Moran**
 Tel: **909-795-0990**

The original contract is hereby amended with the following changes from plans and/or specifications or contract. Terms and conditions of original contract are fully applicable to this revision except as otherwise specifically stated herein:

Reference: **RFI #257**

Location: **Compressor Closet**

Scope: **1) Demo closet framing and reframe below adjacent window (slopped soffit).**

E.L. Hobbs Subcontractor Cost:	2	day-19' Scissorlift Rental	\$35.00	\$70.00
			Subcontractor Sub Total:	\$70.00

E.L. Hobbs Material Cost:	20	lbs-Framer Tek Screws	\$3.95	\$79.00
			Material Sub Total:	\$79.00
			Sale Tax: 8%	\$6.32
			Material Total Cost:	\$85.32

		<u>Trade:</u>	<u>Hourly</u>	
E.L. Hobbs Labor Cost:	28	hours-Framer	\$77.46	\$2,168.88
	0	hours-Drywall Installer	\$77.46	\$0.00
	0	hours-Finisher	\$77.45	\$0.00
	0	days-Per Diem	\$40.00	\$0.00
			Labor Total Cost:	\$2,168.88

Subcontractor, Material and Labor Sub-Total:		\$2,324.20
Overhead and Profit (Subcontractors):	5%	\$0.00
Overhead and Profit (ELH Self Performed SOW):	15%	\$348.63
		Add Total:
		\$2,672.83
		Bond: 1.5%
		\$0.00
		Change Order Total:
		\$2,673.00

Original Contract Amount: T B D
Revised Contract Amount: T B D

Approved: **E. L. Hobbs Inc.**

Approved: **Oakview**

By: _____
 Title: _____
 Date: **7/28/2021**

By: _____
 Title: _____
 Date: _____

P.O. Box 625
959 Calimesa Blvd.
Calimesa, CA 92320-0625



(909) 795-0990
Fax (909) 795-3150
CA License #462847
DIR #1000024003

October 22, 2021

Candice Wong
Ten Over Studio, Inc.
539 Marsh Street
San Luis Obispo, CA 93401

Re: Calexico Fire Headquarters Station
City of Calexico

CHANGE ORDER PROPOSAL NO. 257-21R3

Add for Material Price Increase due to supply chain shortages.
See justification below.

TruTeam of Southern California	\$	1,879.00
10% Overhead/Profit		
5% Overhead/Profit		93.95
	\$	<u>1,972.95</u>
1% Bond		
		19.73
	\$	<u>1,992.68</u>
Total Cost Proposal	\$	<u><u>1,993.00</u></u>

Time Extension Required: Undetermined at this time
OAKVIEW CONSTRUCTORS, INC.

Justification: Due to the current industry climate as a result of the pandemic, supply chain shortages have occurred. Fiberglass manufacturers have begun allotments of material driving their prices up. Truteam has absorbed most of these costs, but due to the project's altered schedule, it must now pass the increases on. Please see the attached increases per industry manufacturers.



BUILDER SERVICES GROUP
 INC./D/B/A TRUTEAM OF
 CALIFORNIA

WORK AGREEMENT

License #: CA=1034361

Branch#: 206 | 82585 Showcase Parkway #D104 | Indio, CA 92203-9628 | (760) 262-6400

CUSTOMER/BUILDER
 OAKVIEW CONSTRUCTION INC 1322291
 PO BOX 625
 CALIMESA, CA 92320-0625
 (909) 795-0990

JOB SITE INFORMATION
 430 E 5TH ST
 CALEXICO, CA 92231

TRADE: INSULATION
QUOTE #: 80628546 2
ISSUE DATE: 10-22-2021
SALES PERSON: Schell, Michael

approved by owner 4% price increase

the original price was 46,990 with 9-1-20, 1-1-21, 4-1-21, 6-1-21 and 8-1-21 material price increases here is the 8,785 minus the credit for the r-21 wall total change order total change order 7,970.00

Work Area	Item
Roof Area PINNED TO DECK	IBA KN R - 38 FSK 24"X48" 64 SF
Exterior Walls	IBA KN R - 21 KHP 16"X96" 74.66 SF
Exterior Walls	IBA KN R - 25 UNF 16"X48" 85.33 SF
Exterior Walls	POLY CLEAR 9' X 200' 2 MIL
PARAPET	IBA KN R - 21 KHP 16"X96" 74.66 SF
Soffit	IBA KN R - 19 KFT 16"X96" 106.67 SF
Interior Partitions 2X6	IBA KN R - 19 UNF 16"X96" 106.67 SF SC
Interior Partitions 2X4	IBA KN R - 11 UNF 16"X96" 170.67 SF SC
CEILING AREA 2' EA SIDE OF INT WALLS	IBA KN R - 11 UNF 24"X96" 256 SF SC

BASE TOTAL: \$1,879.00

NOTE: This agreement consists of multiple pages. If you do not receive the number of pages noted below, please contact Contractor directly at the telephone number stated above.

You are solely responsible for specifying products that conform to the California Wildland-Urban Interface Building Standards, including, without limitation, products installed in Fire Hazard Severity Zones.

Draft stop, fire block, fire stop (IBC 718.4.1, 718.4.2 and 718.4.3 or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed above.

Contractor is willing to furnish to you all material and labor required for the Scope of Work, subject to the terms and conditions stated in this agreement.

TERMS OF PAYMENT: Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties. Visit www.truteambillpay.com to manage your invoices and make payments online with TruTeam Bill Pay.

ACCEPTANCE: Contractor may change and or withdraw this agreement if Contractor does not receive your signed acceptance within 10 business days after the Date stated above.

PRICING: The prices stated in the Scope of Work above will remain firm for 60 days after the Date stated above. If performance of this agreement extends beyond this 60 day period, you agree to pay Contractor's then current pricing ("Price") for any Work performed after that 60 day period. The Prices are based only on the terms and conditions expressly stated in this agreement. The Prices exclude any and all terms and conditions not expressly stated herein, including, without limitation, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy; to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and or lawsuits of any kind or nature whatsoever except to the limited extent state in Section 18 of this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.

CUSTOMER:

By: _____
 SIGNATURE TITLE

Company Name: _____

CONTRACTOR:

By: _____
 SIGNATURE TITLE

Date: _____

THE INFORMATION CONTAINED IN THIS AGREEMENT IS CONFIDENTIAL. NEITHER THIS AGREEMENT NOR ITS TERMS MAY BE DISCLOSED TO THIRD PARTIES.

1. **ACCEPTANCE.** This agreement is expressly limited to and made conditional upon your acceptance of its terms and conditions. Any of your terms and conditions which are in addition to or different from those contained herein which are not separately agreed to in writing (except additional provisions specifying quantity, description of the products or work ordered and shipping instructions) are deemed material and are hereby objected to and rejected. You waive your objection to any terms and conditions contained herein if Contractor does not receive written notice of your objection within ten business days of the date of this agreement. You will in any event be deemed to have accepted to all terms and conditions contained herein if any part of the products or work described herein are provided or performed. Please note particularly the Limited Warranty, Limitation of Remedies and Limitations on Actions and Liability provisions set forth below. You acknowledge that the prices stated are based on the enforceability of these terms and conditions, and on the Limited Warranty, Limitation of Remedies and Limitation of Actions and Liability provision below, that the price would be substantially higher if Contractor could not limit its liability as herein provided, and that you accept these provisions in exchange for such lower prices.

2. **LIMITED WARRANTY.** All work performed by Contractor is warranted to be free from defects in material and workmanship for one year from the date of completion of the installation subject to the terms below. Contractor makes no warranties regarding products sold but assigns to you any manufacturer warranties relating to the products. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This limited warranty does not cover damages relating to (a) accident, misuse, abuse, neglect, or normal wear and tear; (b) failure to use or maintain the product in accordance with manufacturer's instructions; and (c) alteration, repair or attempted repair by anyone other than Contractor or its authorized representative. You shall be solely responsible for the correctness of the plans and specifications and shall release and hold harmless Contractor from any damages resulting from improper, inadequate or vague information supplied by you. Contractor does not take on any obligation to inspect or evaluate the work of other parties in any manner or aspect. This warranty is not transferable.

3. **INSURANCE.** Contractor shall maintain workers' compensation (employer liability), as required by law, and \$1,000,000 in general liability insurance while performing the work. Contractor reserves the right to be self insured to the extent allowed by applicable law. Contractor does not agree to name any other persons or entities as additional insureds.

4. **LIMITATION OF REMEDIES.** Your sole and exclusive remedy against Contractor for any and all claims for damages arising out of or alleged to have arisen out the Work will be limited to the repair or replacement by Contractor, at Contractor's option, of any nonconforming work or to the issuance of a credit for such nonconforming work in accordance with these terms and conditions provided Contractor is given a reasonable opportunity to inspect the work and confirm such nonconformity. This exclusive remedy shall not be deemed to have failed or its essential purpose so long as Contractor is willing and able to repair or replace the nonconforming work and, in any event, Contractor's maximum liability for any damages shall be limited to the total amount paid to Contractor for the Work under this agreement. This Limitation of Remedies clause shall apply to the parties to this agreement as well as to the current owners of the project and its then respective successor and assigns. If you receive a claim for damage by any owner arising out of or alleged to have arisen out of the Work, you agree to give written notice to Contractor of the claim and provide Contractor an opportunity to inspect the alleged damages within 30 days after Contractor's receipt of the notice. If you fail to give the required notice and/or fail to allow Contractor an opportunity to inspect the alleged damages within 30 days, you hereby waive any and all rights for damage and/or correction of work against Contractor. This Limitation of Remedies may be plead as a complete bar to any action in violation of this clause.

5. **LIMITATIONS ON ACTIONS AND LIABILITY.** All claims and/or lawsuits including but not limited to claims or lawsuits for indemnity and/or contribution against Contractor arising under this agreement must be made within 13 months from the date of completion of the installation. **CONTRACTOR WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM DELAY IN DELIVERY OF THE PRODUCTS OR FOR ANY FAILURE TO PERFORM THAT IS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL.** CONTRACTOR DISCLAIMS ALL LIABILITY FOR ANY AND ALL DAMAGE WHICH MIGHT BE SUSTAINED BY ANY PERSON WHO MAY BE ALLERGIC TO OR AFFECTED BY THE EMANATION OF PARTICLES FROM CERTAIN TYPES OF INSULATION, THE MAXIMUM LIABILITY, IF ANY, OF CONTRACTOR FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM CONTRACTOR'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT WITH RESPECT TO THE PRODUCTS, OR ANY SERVICES IN CONNECTION WITH THE PRODUCTS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE CONTRACT PRICE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, ATTORNEYS FEES AND OR COSTS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS YOUR EXCLUSIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **PRICES, TERMS AND SHIPMENT.** No cash discount, back charges, set off or counterclaims are allowed unless specified by Contractor. In addition to the prices specified, you agree to pay any federal, state or local excise, use, occupational, or similar tax now in force or to be enacted in the future, assessed against Contractor or you by reason of this transaction. No retention is permitted unless Contractor agrees otherwise in writing. Any past due payment will be, at Contractor's option, subject to interest at 1 1/2% per month (18% per annum) to the extent permitted by law. You agree to receive (or permit Contractor to receive) near the work site any materials needed to complete the Work. You agree to protect such materials from damage or loss and provide Contractor, free of charge, with reasonable use of light, heat, water, power, storage space and use of available elevators and hoists as needed. Title to all materials under this agreement shall not transfer to you until Contractor receives payment in full. Contractor may charge you a fee and its actual expenses if the job site is not ready for work on the date you specify.

7. **FORCE MAJEURE.** Contractor shall not be liable for any delay, failure, or default in performance of this agreement or otherwise, in whole or in part, caused by the occurrence of any contingency beyond the control either of Contractor or of suppliers to the Contractor, such contingencies include but are not limited to failure or delay in transportation, acts of any government or any agency or subdivision thereof, judicial action, labor disputes, fire, accident, acts of nature, severe weather, product allocation or shortages, labor shortages, fuel shortages, raw material shortages, machinery or technical failure, or work that cannot be completed because of another contractor covering the pertinent portion of the building. If any contingency occurs, Contractor may allocate production, deliveries and performance of work among its customers, or substitute substantially similar materials in its sole discretion, without liability for doing so.

8. **CONFIDENTIALITY.** If you visit Contractor's premises or you otherwise receive any proprietary or confidential information from Contractor, you shall retain such information as confidential and not use or disclose it to any third party without Contractor's written consent.

9. **CREDIT APPROVAL.** Shipment and delivery of goods and performance of work shall at all times be subject to the approval of Contractor's credit department and Contractor may, at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to Contractor. By signing this agreement, you authorize Contractor to check your credit and reference.

10. **CANCELLATION.** This agreement, or any part of it, may only be cancelled with Contractor's written approval. In the event of cancellation of this agreement or any part hereof, you shall pay (a) the contract price of all completed items; (b) that portion of the contract price that is equal to the degree of completion of products or work in process, effective on the date Contractor receives notice of cancellation; (c) the cost of any materials and supplies which Contractor shall have purchased to perform and which cannot be readily resold or used for other or similar purposes; (d) a restocking fee; and (e) any expenses incurred by Contractor (including legal fees and judgments) as a result of the cancellation of subcontracts or purchase related to this agreement.

11. **DEFAULT.** You may terminate this agreement for Contractor's default, wholly or in part, by giving Contractor written notice of termination as follows. You may give a written notice of termination only if Contractor has received a written notice from you specifying such default, the default is not excusable under any provision hereof, and the default has not been remedied within thirty (30) days (or such longer period as may be reasonable under the circumstances) after Contractor's receipt of the notice of default. Delivery of nonconforming products or work by Contractor shall give you the rights set forth in paragraph 4 hereof but shall not be deemed a default for purposes of termination. In the event of termination for default, you shall be relieved of the obligation to pay for work not performed by Contractor prior to the effective date of such termination. A default on Contractor's part shall not subject Contractor to liability through payment by Contractor set off or otherwise, for any other damages, whether direct, consequential or incidental, and whether sought under theories of contract or tort.

12. **ASSIGNMENT.** You may not assign this agreement or any claim against Contractor relating to this agreement.

13. **GOVERNING LAW.** This agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Contractor's address first listed on the front of this agreement.

14. **DISPUTES AND MANDATORY MEDIATION.** In the event that a dispute arises over the reasonableness of or entitlement to fees charged by Contractor, the prevailing party will be entitled to reasonable attorney's fees and costs. In all other disputes of any nature, each party shall pay its own fees and costs. Except as required to protect confidential information and to obtain preliminary injunctive relief to prevent irreparable harm, you and the Contractor agree that prior to the initiation of any legal action the parties will engage in facilitative mediation of any and all disputes in any way related to this agreement. If the parties cannot agree upon a facilitative mediator within 30 days of when the dispute arose, one will be selected pursuant to the Commercial Mediation Rules of the American Arbitration Association. Each party will share equally the fees of the facilitative mediator and costs of the mediation.

15. **INSULATION DOES NOT PREVENT FROZEN PIPES.** Insulating around water lines in an unconditioned or semi-conditioned area will not prevent pipes from freezing or accumulating condensation. To decrease the possibility of frozen pipes, locate any water pipes within a conditioned area, such as internal walls rather than external walls. If you do not locate the pipes within an internal wall, you hold Contractor harmless and release Contractor from any claims relating to frozen or burst pipes.

16. **SEVERABILITY.** If any provision on this agreement is not enforceable, that provision shall be effective only to the extent permitted by law and all other provisions of this agreement shall remain.

17. **ENTIRE AGREEMENT.** This instrument contains the entire agreement of the parties relating to the subject matter hereof and may only be waived, changed, modified, extended or discharged orally by a writing signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought. The terms and conditions of this agreement supersede any agreement to which it is attached.

18. **INDEMNITY.** Each of the parties to this agreement agrees to defend and indemnify one another from any and all claims, actions and/or lawsuits caused by the party's negligent acts or omissions. This indemnity clause and the obligations created herein shall control and take priority over any contrary indemnity agreement entered into prior to this agreement. Furthermore, this indemnity clause and the obligations created herein shall control and take priority over any contrary indemnity agreement entered into subsequent to this agreement unless the subsequent agreement specifically refers to this indemnity clause and declares it null and void.

P.O. Box 625
959 Calimesa Blvd.
Calimesa, CA 92320-0625



(909) 795-0990
Fax (909) 795-3150
CA License #462847
DIR #1000024003

August 30, 2021

Candice Wong
Ten Over Studio, Inc.
539 Marsh Street
San Luis Obispo, CA 93401

Re: Calexico Fire Headquarters Station
City of Calexico

CHANGE ORDER PROPOSAL NO. 257-23

Per RFI 257-80 Add for labor and material to cut vent lower and offset to exterior wall and re-connect to the existing vent above the apparatus bay ceiling as a result of the compressor closet wall and window conflict.

Kincaid Industries		\$	489.57
	Subtotal	\$	<u>489.57</u>
10% Overhead/Profit			48.96
5% Overhead/Profit			0.00
	Subtotal	\$	<u>538.53</u>
1% Bond			5.39
	Total	\$	<u>543.91</u>
Total Cost Proposal		\$	<u><u>544.00</u></u>

Time Extension Required: Undetermined at this time
OAKVIEW CONSTRUCTORS, INC.

Date: Friday, July 30, 2021
To: Oakview Constructors, Inc.
P.O. Box 625
Calimesa, CA 92320-0625
Attn: Eric Kristoffersen, Project Manager
Job: Calexico Fire Headquarters Station
Re: RFI 257-80 Compressor Closet Wall / Window Conflict



Kincaid Log Number: **22007-02**

Description: RFI 257-80 eliminates the floor to roof walls that a vent is currently running in. The vent will be cut lower and offset to the exterior wall and re-connect to the existing vent above the apparatus bay ceiling.

To whom it may concern,

In answer to the above referenced, we are pleased to quote the following:

ADD \$ 489.57

TIME REQUIRED: 0 DAYS

EXCLUSIONS:

This Quote is based on the usual cost elements such as labor, materials, equipment, markup and does not include any costs associated with job impact such as interference, disruptions, re-scheduling, changes in sequence of work, delays or acceleration.

This proposal is valid only if accepted within Ten (10) days of submission date. Acknowledge in writing and change the amount of our contract to include the above amount. A fully executed Change Order is required to execute the above referenced scope, that refers to all labor, materials and equipment. All special orders and non returnable materials will require 100% payment prior to purchase.

Sincerely,

Ryan Brock

Ryan Brock - Project Manager

**Calexico Fire Headquarters Station
22007-02**

MATERIAL		See Attached		<u>\$ 50.66</u>
EQUIPMENT & SUBS		See Attached		<u>-</u>
OTHER				<u>-</u>
LABOR			<u>Rate</u>	
	4.00	hours	Plumber - Foreman	\$ 01.46 \$ 365.84
	-	hours	Plumber - Foreman (Overtime)	124.17 -
	-	hours	Plumber - Journeyman	83.10 -
	-	hours	Plumber - Journeyman (Overtime)	111.63 -
	-	hours	Plumber - Apprentice 5	66.29 -
	-	hours	Plumber - Apprentice 5 (Overtime)	89.30 -
	-	hours	Plumber - Apprentice 4	60.15 -
	-	hours	Plumber - Apprentice 4 (Overtime)	79.00 -
	-	hours	Plumber - Apprentice 3	54.06 -
	-	hours	Plumber - Apprentice 3 (Overtime)	71.40 -
	-	hours	Plumber - Apprentice 2	41.82 -
	-	hours	Plumber - Apprentice 2 (Overtime)	56.33 -
	-	hours	Plumber - Apprentice 1	31.35 -
	-	hours	Plumber - Apprentice 1 (Overtime)	44.35 -
	-	hours	Plumber - Pre-Apprentice	28.94 -
	-	hours	Plumber - Pre-Apprentice (Overtime)	43.41 -
	-	hours	LISPA - Journeyman	63.76 -
	-	hours	LISPA - Journeyman (Overtime)	83.02 -
	-	hours	LISPA - Tradesman	21.95 -
	-	hours	LISPA - Tradesman (Overtime)	30.34 -
	-	hours	LISPA - Apprentice 3	47.74 -
	-	hours	LISPA - Apprentice 3 (Overtime)	61.27 -
	-	hours	BIM Coordination / Meetings	80.00 -
	-	hours	Delivery / Pickup of Materials and Equipment	75.00 -
	-	hours	Project Manager	100.00 -
	-	hours	Fabrication / Welder	150.00 -
			LABOR SUBTOTAL	<u>365.84</u>
			SUBTOTAL	<u>416.50</u>
MARK-UP				
			15% Overhead & Profit	62.48 478.98
			1.4% Bond	6.71 485.68
			0.0080 Liability Insurance	3.89 489.57
			TOTAL AMOUNT THIS CHANGE	<u><u>\$ 489.57</u></u>

Calexico Fire Headquarters Station
22007-02

BUDGET

	TOTAL AMOUNT	COST CODE	DESCRIPTION	
MATERIALS	<u>\$ 50.66</u>	3100.000 - Above Ground DWV		\$ 50.66
				-
				-
				-
				-
				-
				<u>\$ 50.66</u>
EQUIPMENT & SUBS	<u>\$ -</u>			\$ -
				-
				-
				-
				-
				<u>\$ -</u>
LABOR	<u>\$ 365.84</u>	3100.002 - Above Ground DWV		\$ 365.84
				-
				-
				-
				-
				-
				<u>\$ 365.84</u>
OTHER	<u>\$ -</u>			\$ -
				-
				-
				-
				<u>\$ -</u>
			TOTAL	<u>\$ 416.50</u>

P.O. Box 625
959 Calimesa Blvd.
Calimesa, CA 92320-0625



(909) 795-0990
Fax (909) 795-3150
CA License #462847
DIR #1000024003

October 19, 2021

Candice Wong
Ten Over Studio, Inc.
539 Marsh Street
San Luis Obispo, CA 93401

Re: Calexico Fire Headquarters Station
City of Calexico

CHANGE ORDER PROPOSAL NO. 257-24R2

Construction Revisions due to changes in the Apparatus
Bay Ceiling per ASI #12-revised to include subcontractor breakdown

Vic's Air Conditioning	\$	9,743.95
Labor & Material to remove sections of duct previously installed, fabricate miscellaneous sheet metal components and reconfigure ductwork.		
Summit Fire Protection, Inc.	\$	6,039.00
Labor & Material to relocate fire sprinkler main and branch line piping in the apparatus bay to accommodate revised ceiling framing.		
Kincaid Industries	\$	11,265.85
Labor & Material to raise and rework utilities per ASI-12 changes to ceiling in Apparatus Bay ceiling conflicts and plumbing to be concealed in the ceiling framing.		
Rosscrete Roofing	\$	4,977.00
Labor & Material for new Walk Pad		

P.O. Box 625
959 Calimesa Blvd.
Calimesa, CA 92320-0625



(909) 795-0990
Fax (909) 795-3150
CA License #462847
DIR #1000024003

E.L Hobbs \$ 17,025.00
Additional 42lf x 1' drop soffit to accommodate mechanical ducts-
framing, drywall and finish. Add 55lf x 10' furring wall at West
interior elevation of apparatus bay.

Subtotal \$ 49,050.80

10% Overhead/Profit 200.00
5% Overhead/Profit 2,352.54
Subtotal \$ 51,603.34

1% Bond 516.03
Total \$ 52,119.37

Total Cost Proposal \$ 52,119.00

Time Extension Required: Undetermined at this time
OAKVIEW CONSTRUCTORS, INC.



Air Conditioning • Refrigeration • Sheet Metal
 Commercial • Residential • License 949196
 317 East 5th • P.O. Box 815 • Hollister, CA 92250
 (*60) 356-4018
 FAX (*60) 356-1140

Calexico FS HQ- ASI 12 HVAC Change Order Breakdown

Labor

Labor: offsite fabrication	5	65.00	325.00	1	\$	325.00	\$	325.00
Labor: Demo	16	95.00	1,520.00	1	\$	1,520.00	\$	1,520.00
Labor: Installation of new duct	32	95.00	3,040.00	1	\$	3,040.00	\$	3,040.00
Labor: Insulation wrap/Repair	16	95.00	1,520.00	1	\$	1,520.00	\$	1,520.00
						Total Labor	\$	6,405.00
Material								
26 gauge sheets	2	59.00	118.00	9.15	\$	127.15	\$	127.15
TDF components	1	89.50	89.50	6.94	\$	96.44	\$	96.44
Spiral Pipe	1	202.44	202.44	15.69	\$	218.13	\$	218.13
Misc fittings	1	173.75	173.75	13.47	\$	187.22	\$	187.22
Wrap	2	128.00	256.00	19.84	\$	275.84	\$	275.84
Dampers	4	25.50	102.00	7.91	\$	109.91	\$	109.91
Sealer	4	13.25	53.00	4.11	\$	57.11	\$	57.11
Tape	2	11.65	23.30	1.81	\$	25.11	\$	25.11
Strapping	1	50.00	50.00	3.88	\$	53.88	\$	53.88
						Total Material	\$	1,150.76
Equipment/Misc								
Equipment: Lift	1	917.24	917.24		\$		\$	917.24
						Total Equipmet/Misc	\$	917.24

Subtotal \$ 8,473.00
 Overhead and Fee \$ 1,270.95
 Total \$ 9,743.95

ADDITIONAL WORK AUTHORIZATION

SUMMIT FIRE PROTECTION, INC.

520 Texas Street
Redlands, California 92374
909-793-0676 FAX 909-792-4383
mail@summitfirepros.com

DATE August 20, 2021
NAME Oakview Construction
ATTN Amber
JOB NAME Calexico Fire Headquarters Station
430 E. Fifth St.
Calexico, CA

The following constitutes an additional cost to our contract based on the on-site job conditions and/or changes.

You are hereby authorized to perform the following specifically described additional work:

Relocate fire sprinkler main and branch line piping in the apparatus bay to accommodate revised ceiling framing.

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ 6,039.00

Payment will be made as follows: Same as original contract.

Above additional work to be performed under same conditions as specified in the original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____
PRESIDENT/CONTRACTOR

We agree to furnish labor and materials-complete in accordance with the above specifications, at the above stated price.

Authorized Signature 
SUMMIT FIRE PROTECTION, INC.

This is Change Order Number 2.

Misc. Fittings	200.00
6 Seismic braces @ 70.00	420.00
8% Tax	<u>49.00</u>
TOTAL MATERIAL	\$669.00
32 Hours field labor @ 120.00	3,840.00
4 Hours fabrication	<u>283.00</u>
	\$ 4,123.00
4 Days subsistence @ 115.00	\$ 460.00
SUB TOTAL	\$ 5,252.00
15% Overhead and profit	<u>\$ 787.00</u>
TOTAL CHHANGE ORDER # 1	\$ 6,039.00

Date: Friday, September 17, 2021
To: Oakview Constructors, Inc.
P.O. Box 625
Calimesa, CA 92320-0625
Attn: Eric Kristoffersen, Project Manager
Job: Calexico Fire Headquarters Station
Re: ASI #12



Kincaid Log Number: 22007-03

Description: Raise and re-work utilities per ASI #12 changes to apparatus bay ceiling conflicts and plumbing to be concealed in the ceiling framing.

To whom it may concern,

In answer to the above referenced, we are pleased to quote the following:

ADD \$ 11,265.85

TIME REQUIRED: 5 DAYS

EXCLUSIONS: Demo, Drwall Repair or Patch

This Quote is based on the usual cost elements such as labor, materials, equipment, markup and does not include any costs associated with job impact such as interference, disruptions, re-scheduling, changes in sequence of work, delays or acceleration.

This proposal is valid only if accepted within Ten (10) days of submission date. Acknowledge in writing and change the amount of our contract to include the above amount. A fully executed Change Order is required to execute the above referenced scope, that refers to all labor, materials and equipment. All special orders and non returnable materials will require 100% payment prior to purchase.

Sincerely,

Stephen Olivas

Stephen Olivas - V.P. Plumbing Division

Calexico Fire Headquarters Station
22007-03

MATERIAL		See Attached		<u>\$ 1,661.45</u>
EQUIPMENT & SUBS		See Attached		<u>1,075.00</u>
OTHER				<u>-</u>
LABOR			<u>Rate</u>	
			\$ 93.67	\$ 3,746.80
40.00	hours	Plumber - Foreman	124.17	-
-	hours	Plumber - Foreman (Overtime)	85.11	-
-	hours	Plumber - Journeyman	111.63	-
-	hours	Plumber - Journeyman (Overtime)	68.03	2,721.20
40.00	hours	Plumber - Apprentice 5	89.30	-
-	hours	Plumber - Apprentice 5 (Overtime)	60.15	-
-	hours	Plumber - Apprentice 4	79.00	-
-	hours	Plumber - Apprentice 4 (Overtime)	54.06	-
-	hours	Plumber - Apprentice 3	71.40	-
-	hours	Plumber - Apprentice 3 (Overtime)	41.82	-
-	hours	Plumber - Apprentice 2	56.33	-
-	hours	Plumber - Apprentice 2 (Overtime)	31.35	-
-	hours	Plumber - Apprentice 1	44.35	-
-	hours	Plumber - Apprentice 1 (Overtime)	28.94	-
-	hours	Plumber - Pre-Apprentice	43.41	-
-	hours	Plumber - Pre-Apprentice (Overtime)	63.76	-
-	hours	LISPA - Journeyman	83.02	-
-	hours	LISPA - Journeyman (Overtime)	21.95	-
-	hours	LISPA - Tradesman	30.34	-
-	hours	LISPA - Tradesman (Overtime)	47.74	-
-	hours	LISPA - Apprentice 3	61.27	-
-	hours	LISPA - Apprentice 3 (Overtime)	80.00	160.00
2.00	hours	BIM Coordination / Meetings	75.00	-
-	hours	Delivery / Pickup of Materials and Equipment	100.00	200.00
2.00	hours	Project Manager	150.00	-
-	hours	Fabrication / Welder		
		LABOR SUBTOTAL		<u>6,828.00</u>
		SUBTOTAL		<u>9,584.46</u>
MARK-UP				
		15% Overhead & Profit	1,437.67	11,022.13
		1.4% Bond	154.31	11,176.44
		0.0080 Liability Insurance	89.41	11,265.85
		TOTAL AMOUNT THIS CHANGE		<u>\$ 11,265.85</u>

Calexico Fire Headquarters Station
22007-03

BUDGET			
	TOTAL AMOUNT	COST CODE	DESCRIPTION
MATERIALS	<u>\$ 1,681.46</u>	6100.000 -	Compressed Air
			\$ 1,681.46
			.
			.
			.
			.
			<u>\$ 1,681.46</u>
EQUIPMENT & SUBS	<u>\$ 1,075.00</u>	7850.000 -	Sub Equipment Service & Repair
			\$ 1,075.00
			.
			.
			.
			<u>\$ 1,075.00</u>
LABOR	<u>\$ 6,828.00</u>	6100.001 -	Compressed Air
			\$ 6,828.00
			.
			.
			.
			.
			<u>\$ 6,828.00</u>
OTHER	<u>\$ -</u>		\$ -
			.
			.
			<u>\$ -</u>
			<u>\$ 9,584.46</u>
		TOTAL	



CHANGE ORDER REQUEST BREAKDOWN SHEET C.O.R. # 002 Date: 10/18/2021

General Contractor: Oakview Construction
Project Name: Calexico Fire Department Headquarters
Project Address: 430 East 5th Street, Calexico, CA
Project Manager: Amber Moran
R.F.I. Reference #: 257-93

Subcontractor: Rosscrete Roofing, Inc.
 2173 Locust Ave.
 Rialto, CA 92377
Contact: Greg Caringella, Project Manager
 (714) 401-9629

Reason For Change Order: ASI-12 was issued removing the ladder from the apparatus Bay and adding a step over ladder from the low roof to the high roof. Calls for addition of Single Ply Walk Deck and the installation of new Single Ply Boots at the lower and upper roofs to seal the attachment points of the new ladder.

Material and Labor Breakdown:

Material

Item	Description	Unit Price	Unit	Total
# 1	Furnish (2) rolls of Sika Walk Deck as shown on Sketch	\$ 587.00/roll	(2)each	\$ 1,174.00
# 2	Furnish and install (2) new Flashing Boots @ High Roof and (2) low Roof	\$ 70.00/ea	(4) each	\$ 280.00
	Subtotal			\$ 1,454.00 1174.00
	8.5% Tax			\$ 123.00 100.00
	Total			\$ 1,577.00 1274.00

Labor

Mandays	Description	Prevailing Wage Rate	Total
(4)	Prepare, furnish and install Walk Deck	\$ 580.00 (Day)	\$ 1,920.00
(4)	Subsistence Charge	\$ 85.00 (Day)	\$ 340.00
	Total		\$ 2,260.00

Total Labor and Material ~~\$ 3,837.00~~ 3534.00
 Special Cartage Material \$ 500.00
 Prevailing Wage Admin \$ 450.00
 Subtotal ~~\$ 4,787.00~~ 4484.00
 11% Overhead/Profit \$ 526.00 493.00
Gross Total Change Order ~~\$ 5,313.00~~ 4977.00

Prepared By: **Greg Caringella**
 Greg Caringella
 Rosscrete Roofing, Inc.
 Project Manager
 10/18/2021



Contract Revision #05-Revised

To: **Oakview Construction**
amber@oakviewci.com
jfield1957@yahoo.com

Project: **Calexico Fire HQ Station**
Calexico, CA

Attn: **Amber Moran**
 Tel: **909-795-0990**

The original contract is hereby amended with the following changes from plans and/or specifications or contract. Terms and conditions of original contract are fully applicable to this revision except as otherwise specifically stated herein:

Reference: **ASI #12**

Location: **Apparatus Bay #2**

Scope: **1) Additional 42 LF x 1' drop soffit to accommodate mechanical ducts-framing, drywall and finish.**
2) Add 55 LF x 10' furring wall at West interior elevation of Apparatus Bay.

	8	day-19' Scissorlift Rental	\$35.00	\$280.00
			Subcontractor Sub Total:	\$280.00
E.L. Hobbs Material Cost:	200	LF-6" 18ga 1 1/2" Track	\$3.53	\$706.00
	130	LF-4" 16ga 1 1/2" Track	\$3.32	\$431.60
	10	LF-8" 18ga C-Stud	\$4.57	\$45.70
	560	LF-4" 16ga C-Stud	\$3.70	\$2,072.00
	140	LF-6" 18ga C-Stud	\$3.80	\$532.00
	60	LF-1 1/2" x 1 1/2" 18ga Diverter	\$1.25	\$75.00
	50	lbs-Framer Tek Screws	\$3.95	\$197.50
	708	SF-5/8" 4' x 12' Drywall	\$0.36	\$254.88
	5	box-All Purpose Mud	\$11.50	\$57.50
	1	sacks-20 min Easy Sand	\$11.24	\$11.24
	2	roll-Perfa Tape	\$7.00	\$14.00
			Material Sub Total:	\$4,397.42
			Sale Tax: 8%	\$351.79
			Material Total Cost:	\$4,749.21
E.L. Hobbs Labor Cost:		<u>Trade:</u>	<u>Hourly</u>	
	64	hours-Framer	\$77.46	\$4,957.44
	24	hours-Drywall Installer	\$77.46	\$1,859.04
	32	hours-Finisher	\$77.45	\$2,478.40
	12	days-Per Diem	\$40.00	\$480.00
			Labor Total Cost:	\$9,774.88
			Subcontractor, Material and Labor Sub-Total:	\$14,804.09
			Overhead and Profit (Subcontractors): 5%	\$0.00
			Overhead and Profit (ELH Self Performed SOW): 15%	\$2,220.61
			Add Total:	\$17,024.71
			Bond: 1.5%	\$0.00
			Change Order Total:	\$17,025.00
			Original Contract Amount:	T B D
			Revised Contract Amount:	T B D

Approved: **E. L. Hobbs Inc.**

Approved: **Oakview**

By: _____
 Title: _____
 Date: 9/10/2021

By: _____
 Title: _____
 Date: _____

P.O. Box 625
959 Calimesa Blvd.
Calimesa, CA 92320-0625



(909) 795-0990
Fax (909) 795-3150
CA License #462847
DIR #1000024003

October 07, 2021

Candice Wong
Ten Over Studio, Inc.
539 Marsh Street
San Luis Obispo, CA 93401

Re: Calexico Fire Headquarters Station
City of Calexico

CHANGE ORDER PROPOSAL NO. 257-25R1

Per ASI 15- Flush wood doors changed from Factory Primed and Stained
to Factory Primed and Field Painted.

Credits

McKernan, Inc.	\$	(482.00)
Credit for prefinishing of doors including manufacturer setup charge and per door credit for factory staining		

Adds

Walters Painting	\$	3,190.00
Labor and Material to prime and paint 13 doors per ASI #12		

Subtotal	\$	<u>2,708.00</u>
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10% Overhead/Profit		200.00
5% Overhead/Profit		35.40
Subtotal	\$	<u>2,943.40</u>

1% Bond		29.43
Total	\$	<u>2,972.83</u>

Total Cost Proposal	\$	<u><u>2,973.00</u></u>
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Time Extension Required: Undetermined at this time
OAKVIEW CONSTRUCTORS, INC.

Walters Painting Inc

Po Box 2119, Lakeside Ca 92040
619-443-1051 Fax619-390-6746 kwalte6@aol.com
DIR registration Number 1000007850

Proposal

September 15, 2021

Oakview Constructors.
Po box 625
Calimesa, Ca 92320
Attn – John Field/ Amber Moran.

Project: Calexico HQ Fire Station..

Scope: Prime and paint 13 doors.

Labor -- 32 Man hours at \$75@ = \$2,400.00
Material – 10 gallons at \$50@ = \$500.00
Subtotal - \$2,900.00
P&O 10% - \$290.00
Total due this invoice - \$3,190.00

Thank You,
Kit Walters.

