

# Heber Public Utility District

## REPORT TO BOARD OF DIRECTORS

**MEETING DATE:** September 15, 2022

**FROM:** Laura Fischer, General Manager

**SUBJECT:** Approve Change Order Number 1 in the amount of \$2,090.00 for necessary improvements to the Recreation Center Paving Project, which will increase the total project budget by \$2,090.00.

**ISSUE:**

Shall the Board of Directors approve change order number 1 in the amount not to exceed \$2,090.00 for necessary changes to the Recreation Center Paving Project and increase the total project budget by \$2,090.00.

**GENERAL MANAGER'S RECOMMENDATION:**

It is recommended that the Board of Directors approve change order number 1 in the amount not to exceed \$2,090.00 for necessary changes to the Recreation Center Paving Project and increase the total project budget by \$2,090.00 from the approved matching grant USDA funds.

**FISCAL IMPACT:**

USDA Grants will pay for 75% of the total grant amount. The grant amount is approved as a maximum amount, and USDA will pay up to that amount or 75% of the actual total project cost.

Our total grant from USDA was awarded for \$48,600 with HPUD match at \$16,200 for a total project cost of \$64,800. However, the actual total cost of the project was \$43,240. Thus, USDA will reimburse HPUD a total of \$27,040 and HPUD will pay \$16,200. See table below.

USDA Rec Center Paving Project		
<i>FUNDING</i>	<i>APPROVED</i>	<i>ACTUAL</i>
USDA Grant Total	48,600	27,040
HPUD Match	16,200	16,200
<b>Total Project</b>	<b>64,800</b>	<b>43,240</b>
USDA Rec Center Paving Project		
<i>PROJECT COST</i>	<i>APPROVED</i>	<i>ACTUAL</i>
Non Construction	5,000	5,000
Construction	36,150	36,150
Contingency	3,965	2,090
<b>Total Approved Cost</b>	<b>45,115</b>	<b>43,240</b>

**CONCLUSION:**

Approval of change order number 1 is necessary and prudent. It is staff's recommendation to approve change order #1 in the amount not to exceed \$2,090.00 as presented.

Respectfully Submitted,

Laura Fischer, General Manager

Photos of Recreation Center Paving Project

**From:** [Juny Marmolejo](#)  
**To:** [L Fischer](#)  
**Cc:** [M Cardenas](#); [Sameer Patel](#); [Jack Holt](#)  
**Subject:** HPUD Recreation Center - Parking Lot - Change Order  
**Date:** Wednesday, August 10, 2022 9:41:53 AM  
**Attachments:** [Change Order 8-8-2022.pdf](#)  
[HPUD Rec Ctr Parking Lot Pay Req 01 - Signed.pdf](#)

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Good morning Ms. Fischer,

In regard to the Recreation Center Parking Lot project. I have a couple of additions to the construction of the Parking Lot that required a change order to the project. One of the additions was the need for geotechnical testing of the subgrade and asphalt pavement. The second addition was the installation of header boards along various asphalt pavement edges. The scope of work was omitted from the original contract but was required for construction of the project. I respectfully request for HPUD's review and approval of the change order. If approved, I have provided the attached change order for your review and signature along with the signed payment request.

Feel free to contact me with any coordination on the subject matter.

Respectfully,

Juny Marmolejo  
The Holt Group, Inc.  
1601 N. Imperial Ave  
El Centro, CA 92243  
Ph: 760-337-3883  
Cell: 760-562-3635  
[jmarmolejo@theholtgroup.net](mailto:jmarmolejo@theholtgroup.net)

# CHANGE ORDER

AIA DOCUMENT G701

Distribution to:

- OWNER
- ENGINEER
- CONTRACTOR
- FIELD
- OTHER

PROJECT:	HEBER PUBLIC UTILITY DISTRICT - HPUD RECREATION CENTER PARKING LOT	CHANGE ORDER NUMBER:	01
		INITIATION DATE:	July 5, 2022
		DISTRICT NO:	-
TO (Contractor):	SLA PAVING, INC 360 Ritter Ct Imperial, CA 92251	ENGINEER'S PROJECT NO:	744.077
		CONTRACT DATE:	April 21, 2022

You are directed to make the following changes in this Contract as indicated on the Attachments.

Attachments:

- SLA Pavings' Change Order Request 01 dated August 8, 2022, for changes to scope of work from design plans.
- The Holt Group letter dated August 8, 2022, recommendation for HPUD's approval of Change Order Nos. 1 and 2.

Not valid until signed by both the Owner and Engineer.

Signature of the Contract indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was.....	\$	36,150.00
Net change by previously authorized Change Orders .....	\$	0.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was.....	\$	36,150.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (Increased) (decreased) (unchanged) by this Change Order.....	\$	2,090.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be.....	\$	38,240.00

The Original Contract Time .....45 Calendar Days  
 The Contract Time will be (increased) (decreased) (unchanged) by this Change Order .....0 Calendar Days  
 The Date of Substantial Completion as of the date of this Change Order; therefore is August 5, 2022.

THE HOLT GROUP, INC.  
ENGINEER

SLA Paving, INC.  
CONTRACTOR

HEBER PUBLIC UTILITY DISTRICT  
OWNER

1601 N. Imperial Avenue  
El Centro, CA 92243  
ADDRESS

360 Ritter Ct  
Imperial, CA 92251  
ADDRESS

1078 Dogwood Road, Suite 103  
Heber, CA 92249  
ADDRESS

By: \_\_\_\_\_  
Juny Marmolejo,  
Resident Engineer

By: \_\_\_\_\_  
Gina Hoehl  
President

By: \_\_\_\_\_  
Laura Fischer  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# SLA Paving Inc.

CA License 919453, SB (Micro) Certification ID 2004743  
360 Ritter Ct, Imperial, CA 92251 - (760) 701-9011 office - (760) 332-0335 fax  
slapaving.com

<b>Date:</b>	<b>08/08/22</b>	<b>Plans Drawn By:</b>	<b>N/A</b>
<b>Submitted To:</b>	<b>Juny – Holt Group</b>	<b>Plans Dated:</b>	<b>N/A</b>
<b>From:</b>	<b>Seth Hoehl (760) 412-0134</b>	<b>C0#:</b>	<b>1</b>
<b>Project:</b>	<b>HPUD Rec Center Parking Lot</b>	<b>Job Location:</b>	<b>Heber, CA</b>

## Proposal

We propose to furnish and install all labor, material and equipment to perform the following items of work, subject to the terms and conditions stated hereon.

<b>Item</b>	<b>Description</b>	<b>Amount</b>
<b>1</b>	<b>Costs for Geotech and Redwood Header Installation</b>	<b>\$2,090.00</b>

## Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within (30) thirty days. Payments due at time services are rendered.
2. Unless expressly provided above, this quotation does not include: (a) permits, including any required fees or bonds; (b) engineering, testing or staking; (c) bond premiums; prevailing wages; adjusting or lifting utilities to grade.
3. Unless expressly included in above listing of work to be done, unusual site conditions such as buried trash, concrete, abandoned utilities, mud, over optimum moisture content; unstable, pumping sub grade etc that were not apparent on the surface, shall be deemed cause for additional compensation, and cessation of work until agreement for same has been reached.
4. If the work provided herein is not commenced within two months of acceptance, SLA Paving Inc. may elect not to be bound to perform.
5. If suit is commenced to enforce any provision hereof or for damages for breach hereof, the accepting party will pay, in addition, reasonable attorneys' fees and costs, expenses of preparing and prosecuting such suit.
6. One week written notice to commence this work provided herein will be given.
7. SLA Paving Inc. is to perform according to lines and grades established by owner or his engineer, and assumes no responsibility for engineering, or drainage.
8. In the event of rescission of this agreement by the accepting party prior to the commencement of work, SLA Paving Inc. will be paid as liquidated damages. On the account of extreme difficulty of ascertainment of actual damages, the sum will be equal to 20% of the total contract price. In the event of rescission following commencement of work, SLA Paving Inc. will be paid for work done and materials supplied, a percentage of the total contract price in proportion as the amount of such work and materials relates to the total job and also will be paid 20% of a sum computed by subtracting from the total contract price the sum owing for completed work and materials.
9. Owner assumes all responsibility and shall notify SLA Paving Inc. in writing of the location and depth of all underground utilities.
10. This agreement expresses the entire agreement between the parties. Changes shall be in writing signed by both parties.
11. The above quantities are approximate. Payment will be based on the field measurement at the completion of the project.
12. Proposal is based on plans identified above.

## Acceptance of Proposal

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

The Holt Group, Inc.  
Engineering Department



Municipal Design ■ Infrastructure Engineering ■ Construction Management ■ Land Surveying

August 8, 2022

Ms. Laura Fischer  
General Manager  
Heber Public Utility District  
1078 Dogwood Road, Suite 103  
Heber, CA 92249

**RE: Heber Public Utility District – HPUD Recreation Center Project Parking Lot  
THG Project No. 744.077  
Change Order No. 1 – Addition of Geotechnical Testing and Placement of Header Boards**

Dear Ms. Fischer,

I am forwarding this correspondence in regard to Heber Public Utility District's consideration of a Change Order for addition of geotechnical testing and placement of header boards along edges of asphalt pavement.

During construction, it was noted that various edges of the existing asphalt pavement did not have header boards, while other edges had header boards that were in deteriorated condition. As per the original scope of work, there were no header boards to be installed. The Holt Group verbally requested for SLA Paving to install redwood header boards to allow for appropriate placement and compaction of asphalt pavement.

During construction, The Holt Group noted that the subgrade, aggregate base and asphalt pavement required compaction testing by a geotechnical consultant firm. The Holt Group verbally requested for SLA Paving to provide compaction testing for such work.

The Holt Group has reviewed the proposed change order request from SLA Paving in the amount of \$2090.00. The Holt Group concurs that the \$2,090.00 cost is reasonable. There was Contract Time extension requested by SLA Paving by this Change Order. The Holt Group recommends that Heber Public Utility District review and consider the approval of the proposed Change Order No. 1.

Please contact me if you have questions or for further coordination.

Respectfully,

Juny Marmolejo

Juny Marmolejo, P.E.  
Resident Engineer

cc: Adriana Amezcua, Finance Manager, HPUD  
Moises Cardenas, Office Manager, HPUD  
Sameer Patel, Residen Engineer, The Holt Group, Inc.  
James G. "Jack" Holt, P.E., Principal Engineer, The Holt Group, Inc.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER:  
 Heber Public Utility District  
 1078 Dogwood Road, Suite 103  
 Heber, CA 92249

FROM PRIME CONTRACTOR:  
 SLA Paving, Inc.  
 360 Ritter Court  
 Imperial, CA 92251

PROJECT:  
 HPUD Recreation Center  
 Parking Lot Project

VIA CONSULTANT:  
 The Holt Group, Inc.  
 1601 N. Imperial Ave  
 El Centro, CA 92243

APPLICATION NO: 1

Period : 06/21/2022 7/11/2022  
 APPLICATION DATE: 8/8/2022

CITY PROJECT NO: -  
 ENGINEER PROJECT NO: 744-077  
 CONTRACTOR PROJECT NO: N/A  
 CONTRACT DATE: June 21, 2022

Distribution to:  
 OWNER  
 CONTRACTOR  
 CONSTRUCTION MGR.

**PRIME CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 36,150.00  
 2. Net change by Change Orders \$ 2,090.00  
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 38,240.00  
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 38,240.00

5. RETAINAGE:  
 a. 5 % of Completed Work (Column D + E on G703) \$ 0.00  
 b. 5 % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00  
 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 38,240.00  
 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00  
 8. CURRENT PAYMENT DUE \$ 38,240.00  
 9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$2,090.00	\$0.00
TOTALS	\$2,090.00	\$0.00
NET CHANGES by Change Order	\$2,090.00	

**CONSTRUCTION MANAGER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction Manager certifies to the Owner that to the best of the Construction Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Prime Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 38,240.00  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONTRACTOR: SLA Paving, Inc.  
 By: *[Signature]* Date: 8/9/22  
 Gina Hoehly, President

**CONSULTANT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Prime Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 38,240.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
 CONSULTANT: The Holt Group, Inc.

By: *[Signature]* Date: 8-9-22  
 Juny Marmolejo, P.E., Resident Engineer

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Prime Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Prime Contractor under this Contract.



APPLICATION NUMBER:  
 APPLICATION DATE:  
 PERIOD:  
 PROJECT :

1 August 8, 2022  
 June 21, 2022 to July 11, 2022  
 HPUD Recreation Center Parking Lot Project

A ITEM NO.	B DESCRIPTION OF WORK	C1 UNIT	C2 UNIT PRICE	C3 BID QUANTITY	C4 BID SCHEDULED VALUE	D1 PREVIOUSLY COMPLETED		D2 COST OF PREVIOUS PAY REQUEST	E1 WORK COMPLETED DURING THIS PERIOD		E2 COMPLETED COST	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	F1 WORK COMPLETED TO DATE		F3 % (F1 ÷ C4)	H BALANCE TO FINISH (C4-F2)	I 5% RETAINAGE (F2 X 0.05)
						QUANTITY OF PREVIOUS PAY REQUEST	QUANTITY OF THIS PAY REQUEST		TOTAL QUANTITY COMPLETED TO DATE (D1+E1+F)	TOTAL COST COMPLETED AND STORED TO DATE (D2+E2+F)							
1	Mobilization	LS \$	4,000.00	1.00	\$4,000.00			\$0.00	1.00	\$4,000.00	\$0.00	\$0.00	1.00	100.00%	\$0.00	200.00	
2	Removal and Disposal of Existing Asphalt Pavement and Construction of New Asphalt Pavement	LS \$	14.50	2,100.00	\$30,450.00			\$0.00	2,100.00	\$30,450.00	\$0.00	\$0.00	2,100.00	100.00%	\$0.00	1,522.50	
3	Striping of the Parking Lot	LS \$	1,700.00	1.00	\$1,700.00			\$0.00	1.00	\$1,700.00	\$0.00	\$0.00	1.00	100.00%	\$0.00	85.00	
	<b>Total Base Contract</b>				<b>\$36,150.00</b>			<b>\$0.00</b>		<b>\$36,150.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$0.00</b>	<b>\$1,807.50</b>	
CO 1	Additional Header Board and Geotechnical Testing				\$2,090.00			\$0.00	1.00	\$2,090.00	\$0.00	\$0.00	1.00	100.00%	\$0.00	104.50	
	<b>Total Change Orders</b>				<b>\$2,090.00</b>			<b>\$0.00</b>		<b>\$2,090.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$0.00</b>	<b>\$104.50</b>	
	<b>Total Contract</b>				<b>\$38,240.00</b>			<b>\$0.00</b>		<b>\$38,240.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$0.00</b>	<b>\$1,912.00</b>	



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♿  
PARKING ONLY  
RESERVED FOR  
PERSONS WITH  
DISABILITIES





WILSON FIELD  
WILSON FIELD

STOP

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