City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MTP-W

FROM: Jack Wardell, Director of Parks and Recreation JW

DATE: June 10, 2021

SUBJECT: Graham Park Pickleball Court Complex – 2021
Change Order #1
Certificate of Substantial Completion

- Letter from FEH
- Change Order #1
- Certificate of Substantial Completion
- Punch List

The contractor, Pillar Inc., has substantially completed the Graham Park Pickleball Court Complex Project - 2021. The date of substantial completion was May 26, 2021. The original contract date of substantial completion is May 1, 2021.

The City was notified by the Midwest Track and Tennis that they will not start painting until after May 1 each year due to weather conditions in this area. The surface was completed first then the net poles were installed, the caulk base applied and grading of the exterior and general cleanup was completed by May 26, 2021. There is a punch list for this project and not all items have been completed at the time this memorandum was completed.

Attached to this memorandum is a letter from Matt Bayse with FEH Inc asking the city council to waive liquidated damages of $250.00 per day and establish May 26 as the date of substantial completion.

RECOMMENDATION: Mayor and City Council consideration and acceptance of the Change Order #1 putting the substantial completion date as May 26, 2021 and the Certificate of Substantial Completion for the Graham Park Pickleball Court Complex Project - 2021.

June 9, 2021

Jack Wardell, Parks and Recreation Director
City of Carroll
627 N. Adams Street
Carroll, Iowa 51401

RE: Carroll Pickleball Courts
Change Order #1
FEH Project #2020001

Dear Jack:

Regarding the contract time for this project:

- Court surfacing was delayed in the fall of 2020 due to weather not conducive to installation of the surfacing as stated in the manufacturer's written technical instructions.
- Court surfacing was delayed until after May 1, 2021 due to non-conducive weather conditions and product limitations explained by the surfacing contractor.
- Surfacing work was commenced on May 3 and completed by Friday, May 7.
- Contractor then installed remaining items that could not be installed until after court surfacing was down.
- Contractor substantially completed work on May 26, 2021.

Due to these conditions, we recommend the contract time be extended 26 days to May 26, 2021. A change order will be prepared to document this contract change.

As always, let me know if you have questions.

Sincerely,

FEH DESIGN

Matthew J. Basye, AIA
Principal

Cc: Matt Klucas, VP
File

Enc.

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CERTIFICATE INFORMATION:
Pickleball Court Complex at Graham Park Carroll, Iowa	Contract For: General Construction Date: August 10, 2020	Certificate Number: 001 Date: June 8, 2021
OWNER: *(name and address)* City of Carroll 627 N. Adams Street Carroll, Iowa 51401	**ARCHITECT:** *(name and address)* FEH DESIGN 1201 4th Street, Suite 201 Sioux City, Iowa 51101	**CONTRACTOR:** *(name and address)* Piller, Inc. 318 Larson Drive Huxley, Iowa 50124

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Project is complete with the following exceptions:
1. Gap between double gate panels must be corrected to Owner's satisfaction.
2. Damage to court surfacing must be repaired to Owner's satisfaction.

FEH DESIGN		Matt Basye, AIA, Principal	Wednesday, May 26, 2021 @ 5:00 pm (local time)
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
No exceptions

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
See attached signed punchlist from the Contractor. Items not completed are listed above. Warranty for incomplete works begins on date of completion.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within 10 (ten) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $2,500.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Responsibility for items listed begins on the date/time of substantial completion listed above.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

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User Notes: (3B9ADA43)

Pillar, Inc.		Matt Klucas, Vice President	
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Carroll, Iowa		Eric P. JensenMayor, City of Carroll	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes: (3B9ADA43)

RECEIVED
MAY 14 2021
By: .....

PICKELBALL COURT COMPLEX AT GRAHAM PARK
CARROLL, IOWA
FEH PROJECT NUMBER 2020001

PUNCH LIST FOR: PICKELBALL COURT

COMPLETED BY: Ron Speckmann - FEH, Matt Klucas

The following is a list of architectural items, which were observed to be incomplete or completed incorrectly at this time. The Contractor shall initial each item when completed and return a completed copy to this office when all items have been addressed.

Re-inspection Date 5-21-2021

CORRECTED YES	NO	INITIAL	ITEM
✓			1. Provide all close-out documentation. a. Court surfacing Warranty – Manufacture's Standard Warranty b. Pickleball Equipment Warranty - Manufacture's Standard Warranty c. Contractor's Affidavit of Payment of Debts and Claims: AIA G706 d. Contractor's Affidavit of Release of Liens: AIA G706A e. Consent of Surety to Final Payment f. Signed–Off Punch List
✓		MK	2. Caulk base of all posts.
✓		MK	3. Finish grading exterior around the perimeter of court.
✓		MK	4. Install nets.
✓		MK	5. General cleaning of courts and fencing.
			6. Adjust West gate so gap between gate leafs is closer so ball cannot roll through.

Please place a check in the space provided as each task is completed and return a copy to this office. A copy of this Report shall be placed in the "Project Summary Manual" as part of the Contract closeout documentation.

The satisfactory completion of these items shall in no way relieve the Contractor(s) of any Contract responsibility, which is neither complete nor listed above.

Call if you have any questions.

Sincerely,

FEH DESIGN

Ronald D. Speckmann

Ron Speckmann

CC: File

Court surface repairs (2 locations)