

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

BY: Ky Spangler, Special Projects Consultant 

DATE: October 19, 2011 (CC Meeting of 11/2/11)

SUBJECT: Consider Amendment No. 6 to Architectural Agreement with HMC Architects (HMC) for Design Revisions for Driveway Realignment, Site Boundary Wall and Storm Drain System Modifications, and Separating Water Meters for Ruben Castro Human Services Center

BACKGROUND & DISCUSSION

HMC was awarded the full design contract for the Ruben Castro Human Services Center (RCHSC) in 2006. As the design process has progressed, amendments to the contract have been necessary to provide for additional design services, tenant improvement plans, the addition of an emergency generator for the facility, and changes associated with the Ventura County Medical Center (those specific costs being borne by the County of Ventura).

With the commencement and progress of construction, minor plan updates and site design revision needs have become necessary. These include an update to the Stormwater Pollution Prevention Plan per State requirements; refinements requested by the Southern California Regional Rail Authority ("Metrolink") with respect to the northerly Spring Road driveway location and northern site boundary wall materials; modifications to the onsite storm drain system to provide drainage along the site boundary wall based on the City Engineer's recommendations; and minor courtyard concrete design modifications to appropriately provide structural support for the Art in Public Places sculpture recently approved by the City Council.

Additionally, original design plans did not include separate water meters for each building which are necessary to allow for the Ventura County Medical Center to be billed independently from other Ruben Castro Human Services Center tenants.

HMC is providing professional services and direction to their subconsultants, including the project Civil Engineer, to modify the plans as necessary to accommodate the project's needs and regulatory requirements.

The following figure illustrates the additional fee proposal:

Total current contract through Amendment No. 5	\$1,383,443
Task #1 (Revisions to water services and updates to SWPPP)	\$9,215
Task #2 (Revisions to storm drain system, site boundary wall and courtyard modifications for Art in Public Places)	<u>\$12,600</u>
Total Amendment Amount	\$21,815
Total New Contract Amount	\$1,405,258

FISCAL IMPACT

The Fiscal Year 2011/12 approved Capital Improvement budget for the Ruben Castro Human Services Center includes \$318,711 within Fund 2905 for Design/Engineering costs. There are sufficient funds in the project budget (5020) to pay for the proposed \$21,815 increase.

STAFF RECOMMENDATION (ROLL CALL VOTE)

Approve Amendment No. 6 to the professional services agreement with HMC to increase the amount of the agreement by \$21,815 for design revisions from \$1,383,443 to \$1,405,258 and authorize the City Manager to execute said amendment, subject to final language approval by the City Manager and City Attorney.

Attachment 1: Amendment No. 6

**SIXTH AMENDMENT TO AGREEMENT 2006-029
FOR ARCHITECTURAL DESIGN AND CONSULTING SERVICES**

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR SERVICES ("Sixth Amendment"), is made and entered into this _____ day of _____, 2011, ("the Effective Date") between the City of Moorpark, a municipal corporation, hereinafter referred to as "CITY", and HMC Architects, a California corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, March 21, 2006, the CITY and the CONSULTANT entered into an Agreement for architectural design and consulting services for the Ruben Castro Human Services Center; and

WHEREAS, December 29, 2009, the CITY and the CONSULTANT entered into a First Amendment for additional design fees to reflect increases in construction costs since the original Agreement was signed; and

WHEREAS, February 16, 2010, the CITY and the CONSULTANT entered into a Second Amendment for additional design fees for Clinicas tenant improvements and landscape changes; and

WHEREAS, August 10, 2010, the CITY and the CONSULTANT entered into a Third Amendment to delete certain unnecessary design fees and add additional fees to reflect additional changes that were made to the project; and

WHEREAS, February 25, 2011, the CITY and the CONSULTANT entered into a Fourth Amendment to provide an allowance for reimbursable expenses; and

WHEREAS, June 14, 2011, the CITY and the CONSULTANT entered into a Fifth Amendment to include additional design fees for changes requested by the County of Ventura Health Care Agency to the Health Services Building that will be purchased by the County of Ventura; and

WHEREAS, the CITY wishes to amend the Agreement to include additional minor plan updates and site design revisions with respect to items that have arisen during the construction process.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto AMEND the aforesaid Agreement as follows:

I. Section 3 of the Agreement is amended to include:

CITY hereby increases the maximum payable under this Agreement by \$21,815 for minor plan updates and site design revisions in accordance with Exhibit "A". The new maximum contract amount is \$1,405,258.

II. Section 4 of the Agreement is amended to include:

CONSULTANT will incorporate plan updates and site design revisions to the Ruben Castro Human Services Center plans in accordance with Exhibit "A" dated October 19, 2011, attached.

III. Remaining Provisions

All other terms and conditions of the original agreement shall remain in full force and effect.

CITY OF MOORPARK

HMC ARCHITECTS

By: _____
Steven Kueny
City Manager

By: _____
Kate Diamond
Principal

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Consultant's letter proposal dated October 19, 2011

EXHIBIT A

October 19, 2011
(Supersedes Previous Letter Dated October 10, 2011)

Mr. Hugh Riley
Assistant City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93201



Dear Mr. Riley:

HMC Architects sincerely appreciates your time and attention to the review of this revised Add Service Request. Contained herein is the Civil scope originally contained in the Add Service Request submitted to you on August 15, titled "Task #1", below. Additionally, as requested by the City of Moorpark we have included, titled "Task #2", revisions for both Civil and Architectural Services pertaining to the Metrolink driveway and site wall revisions, storm drain redesign, and courtyard flatwork changes due to the City furnished sculpture, which bring us up to date with foreseeable changes for these scopes. We had previously reviewed and modified the costs included in Task #1, and ensure you that the same level of scrutiny was utilized in review of Task #2 costs. Please feel free to contact us to discuss any of the items that follow.

A. Scope of Work:

Task #1 - Civil Engineering services for sitework and utility design as follows:

- \$2,880: Project re-start
- \$ 990: Revisions due to City comments
- \$ 270: CADD files to Construction Manager
- \$ 855: Review SWPPP prepared by others for SWPPP certification
- \$3,510: Modify utility plans to provide a separate water service to each building with an independent meter

Task #2 - Civil Engineering services for Metrolink Coordination and Storm Drain Redesign as follows:

- \$2,000: Revise onsite storm drain system to connect to new proposed offsite storm drain main line
- \$1,800: Revise onsite Hydrology and Hydraulics
- \$1,600: New onsite storm drain system design to pick up offsite Metrolink sheet flows
- \$1,200: Revise location of northerly driveway
- \$2,000: Project Management and Approvals

Task #2 - Architectural Design Services for Metrolink Coordination, Storm Drain Redesign, and Courtyard Redesign for new Artist Sculpture, as follows:

- \$4,000: Meeting Coordination and attendance, drawings and CAD updates, Construction Administration and Consultant coordination

Mr. Hugh Riley
Assistant City Manager
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B. Compensation:

HMC ARCHITECTS will provide the additional services outlined in the Scope of Work above for a fixed fee of Twenty-one Thousand, Eight Hundred and Fifteen Dollars (\$21,815) as follows:

Task #1:

AMEC:	\$ 8,505
HMC:	<u>\$ 1,710</u>
Subtotal:	\$ 9,215

Task #2:

AMEC:	\$ 8,600
HMC:	<u>\$ 4,000</u>
Subtotal:	\$12,600

Total Revised Fee: \$21,815

C. Additional Services:

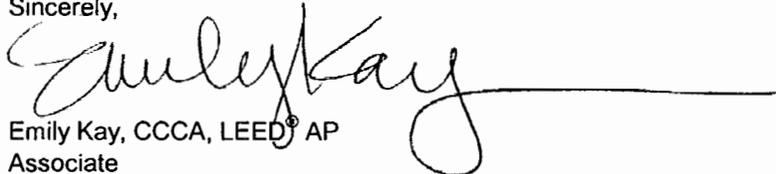
If Additional Services are required beyond the original Scope of Work, HMC will bill on an hourly basis per Attachment "C", HMC Rate Schedule.

D. Reimbursable Expenses:

Reimbursable expenses including costs related to printing, plotting and delivery charges in the interest of the project are in addition to compensation for Basic and Additional Services. These expenses shall be billed by the Architect to the Owner at one and one tenth (1.10) times the expense incurred by the Architect and Architect's Consultants.

Please review this Proposal and if you have any questions, please contact me at (213) 542-8300, ext. 110.

Sincerely,



Emily Kay, CCCA, LEED® AP
Associate

EK:le

Encls.: Attachment "A" - AMEC Add Service Breakdown, Task #1
Attachment "B" - AMEC Proposal Dated September 28, 2011, Task #2
Attachment "C" - HMC Hourly Rate Schedule

CC: L. Eloff, J. Woolum, K. Diamond, File-CN-AOA
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