

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Hugh R. Riley, Assistant City Manager  
**BY:** Jessica Sandifer, Management Analyst 

**DATE:** February 3, 2011 (CC Meeting of 2/16/11)

**SUBJECT:** Consider Amendment No. 3 to Agreement with Barnhart Balfour Beatty for Provision of Site Services for the Ruben Castro Human Services Center Capital Improvement Project (5020)

**BACKGROUND & DISCUSSION**

On January 16, 2008, the City Council authorized using the Multiple Prime Construction Management method for this project. Using this method, the City is taking the role of General Contractor, while hiring prime contractors to perform the different trade components of the work. In consideration of this process, Barnhart Balfour Beatty (BBB) was chosen as the City's Construction Manager for the Ruben Castro Human Services Center (RCHSC) project.

In a traditional design-bid-build method of construction management, the structure of the contractors is one general contractor who hires several subcontractors to help him complete the work. Under this scenario, the general contractor is responsible for providing site services to the project such as temporary fence, water, power, site security and sanitation. Since we are using the Multiple Prime Construction Management Method and the City is taking the role of the general contractor, it is appropriate for the City to provide these services. Staff has requested that BBB undertake provision of these services on our behalf since they will be on site and better able to manage them during the construction process.

BBB's original agreement includes provision of the site sanitation (toilets and handwashing stations) and an allowance for site security of \$72,000. The additional amount of \$16,462 being requested for security is due to a personnel cost increase in the weekly amount for site security services (\$1,500 to \$1,630/week), extending the length of the contract from 48 weeks to 52 weeks to assume site security for the entire one-year term of the project, adding a mobilization fee and the 4% administration fee, which were not previously budgeted.

The costs are broken down as follows:

Personnel Costs	\$1,630 x 52 Weeks =	\$84,760
Mobilization Fee		<u>\$300</u>
Sub-total		\$85,060
4% Administration Fee		<u>\$3,402</u>
Total		\$88,462
Less allowance		<u>(\$72,000)</u>
Addition to contract		\$16,462

California Joint Powers Insurance Authority (JPIA) recommends security for the duration of the project; however, it is not required. Staff also feels that even though the site is located adjacent to the Police Services Center, it is unrealistic to expect that the police officers can provide sufficient security without detracting from patrol assignments within the City. Staff would like to assume 12-month duration for site security, even though the security will more likely be implemented when building materials begin to arrive and be stored on site. Staff would like to have the flexibility to bring site security on in case events prove that site security is needed before materials arrive on-site. BBB will only commence and subsequently discontinue site security services upon written direction by the City.

BBB will provide all of the temporary services, except site sanitation which is already included in their construction management fee, at their cost, plus a 4% administration fee.

A summary of the cost to provide these services is listed below (4% administration fee included):

Site Security (12 months)	\$16,462.00
Temporary Fence (12 months)	\$7,148.00
Temporary Power (12 months)	\$31,895.00
Temporary Water (12 months)	<u>\$9,000.00</u>
<b>TOTAL:</b>	<b>\$64,505.00</b>

### **FISCAL IMPACT**

There are sufficient funds budgeted within the project budget (5020) to cover these costs. No budget appropriation is needed.

### **STAFF RECOMMENDATION**

Approve Amendment #3 with Barnhart Balfour Beatty for provision of the listed site services, and authorize City Manager to sign the Amendment subject to final language approval by City Manager and City Attorney.

Attachment – Agreement

THIRD AMENDMENT TO AGREEMENT 2008-090  
FOR CONSTRUCTION MANAGEMENT SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT FOR SERVICES ("Third 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 Barnhart Balfour Beatty, a California Corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, on June 2, 2008, the CITY and the CONSULTANT entered into an Agreement for construction management services for the Ruben Castro Human Services Center; and

WHEREAS, on July 21, 2010, the CITY and the CONSULTANT amended the Agreement, to incorporate a business name change and to increase the maximum by \$27,744 to \$1,300,620, for additional services not covered by the original Agreement; and

WHEREAS, on January 21, 2011, the CITY and the CONSULTANT amended the Agreement to fully fund Building Information Modeling (BIM) services not covered by the original Agreement; and

WHEREAS, CITY needs to provide temporary site services to the construction project and believes that it is more efficient if CONSULTANT maintains the contracts with the temporary service providers; and

WHEREAS, the CITY wishes to amend the Agreement to include reimbursement of the provision of these site services, plus CONSULTANT'S 4% administration fee.

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

CITY hereby increases the maximum payable under this Agreement by \$64,505, to \$1,408,125, in accordance with Exhibit "A", attached.

City will notify Consultant, in writing, when to begin and discontinue the site security portion of these services. Consultant agrees to submit copies of invoices for all site service vendors for which it is seeking reimbursement.

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

CITY OF MOORPARK

BARNHART BALFOUR BEATTY

By: \_\_\_\_\_  
Steven Kueny  
City Manager

By: \_\_\_\_\_  
Eric G. Stenman  
President

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

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

ATTEST:

\_\_\_\_\_  
Maureen Benson, City Clerk

Exhibit A – Consultant’s letter proposal