

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

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

DATE: May 7, 2009 (CC Meeting of May 20, 2009)

SUBJECT: Consider Amendment No. 1 to Architectural Agreement with HMC Architects for Additional Design Fees for the Ruben Castro Human Services Center

BACKGROUND

One of the City Council's top ten priority projects is the development of a Human Services Center including facilities to provide medical, dental and mental health services and other social services to the City's low and moderate income families. In April 2001, the City of Moorpark Redevelopment Agency acquired a 7.58 acre site on Spring Road for the Police Services Center. Approximately two acres of that site have been designated as the site for the new Human Services Center and this parcel has been acquired by the City with Community Development Block Grant Funds for that purpose. The proposed facility would include a 10,000 square foot medical clinic, a 15,000 square foot "Under-one-Roof" Building and an area for day laborers to assemble to await opportunities for work.

In May 2004, staff invited more than 70 Architectural firms to submit proposals for the design and development of site improvements and the conceptual design of the buildings for the Human Services Center. The City received proposals from ten architectural firms. HMC was selected as the top candidate firm. At the completion of the conceptual design phase, HMC was awarded the full design contract for the project in February of 2006.

DISCUSSION

At the time of the award of the full design contract, HMC had submitted a fee proposal based on the estimated construction cost for the Human Services Center as of September 2005 which was \$7,942,831. This estimate only included construction of Building B – the "Under One Roof Center" and the site improvements for the entire complex. At that time, the City intended to lease the property for Building A – Medical Clinic to a non-profit medical provider who would finance the construction of the building including the design costs. Since then staff has also included the construction of the

Medical Clinic – Building A in HMC's scope of work. The fee for design services is computed at a flat 9.5% of the estimated construction cost. The current agreement, approved in February 2006, states that the Architect's fee "shall not exceed \$754,569 or 9.5% of the independent estimate, whichever is lower." It was staff's intent to get an independent estimate prepared shortly after the signing of the original agreement in order to lock in the architectural fees. However, due to design changes and project approval delays, staff was unable to complete the independent estimate until January 2009. The new total cost of construction for the Human Services Center is \$11,480,777. The main reason for the increase in the construction cost estimate is due to the City's decision to build the Medical Clinic (Building A) and make it available for lease.

During the design phase, a decision was made to bid the Human Services Center project as a Multiple-Prime Construction Management project. Since this style of Construction Management does not have a General Contractor, and the City's CM Firm is acting as the General Contractor, it is customary to include the CM firm's fee into the total cost of construction for the building.

With the addition of the CM firm's 4% fee, the total construction costs are \$11,940,008. Staff is proposing to amend the Architects agreement so that the fee will be computed at 9.5% of the January 2009 estimate, including CM fees, and that the cost of the construction will be capped at the January 2009 estimate. This action would represent a \$379,732, increase in the Architectural Design fees for this project.

The City's construction management firm has also suggested a fast-track product submittal review schedule that would require the Architect to attend submittal review meetings outside the scope of the original agreement. If the City agrees to implement the fast-track schedule, it will cost an additional \$2,380 in architectural fees for the project. Staff is proposing to amend the agreement to include this additional fee as an option, should we choose the fast-track submittal review schedule.

The following figure illustrates the fee breakdown:

Construction Hard Costs (as of January 2009)	\$ 11,480,777
CM Fee (4% of Hard Costs)	\$ 459,231
Total Construction Cost	\$ 11,940,008
Proposed Architect Fee Increase (9.5% of Construction Cost)	\$ 1,134,301
Previous Architect Fee (9.5% of \$7,942,831, as of September 2005)	\$ 754,569
Total Increase:	\$ 379,732
Optional: Fast-Track Submittal Review	\$2,380
Total Fee Increase w/Option:	\$ 382,112

Honorable City Council
May 20, 2009
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If the City decides not to build the medical clinic building, the Architect's fee will be adjusted to remove the project administration and construction close-out phase of their Agreement. The Architect would still be owed the fee relative to the work they performed on the design and construction drawings, all of which are completed.

FISCAL IMPACT

There are sufficient funds in the Fiscal Year 2008/09 budget to continue to pay for Architectural fees. Additional Funds will be budgeted in the Fiscal Year 2009/10 Capital Improvement Program budget to cover the remainder of the contract costs.

STAFF RECOMMENDATION

Approve Amendment No. 1 to professional services agreement with HMC Architects to increase the amount of their agreement from \$754,569.00 to \$1,136,681.00 and authorize the City Manager to execute said amendment, subject to final language approval by the City Manager and City Attorney.

Attachment I - Amendment No. 1 to Professional Services Agreement with HMC
Architects

ATTACHMENT I

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MOORPARK AND HMC ARCHITECTS**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES ("First Amendment"), is made and entered into this _____ day of _____, 2009, ("the Effective Date") between the **City of Moorpark**, a municipal corporation, hereinafter referred to as "**CITY**", and HMC Architects, a corporation, hereinafter referred to as "**ARCHITECT**".

WITNESSETH:

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

WHEREAS, the Agreement provides that the Architects fee would be based on "9.5% of the estimated construction cost...as of September 20, 2005." It also provides that the Architect's compensation "shall not exceed \$754,569 or 9.5% of the independent estimate, whichever is lower."

WHEREAS, on January 6, 2009, the City received an independent construction cost estimate for \$11,940,008 for construction costs, which represents a 50% increase over the September 20, 2005 cost; and

WHEREAS, the City feels it would be fair to amend the Architects agreement and allow for an adjustment of the fee to the January 6, 2009 cost estimate.

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

That Section 3 – City Obligations is hereby amended to read:

For furnishing services as specified in this Agreement, City will pay and Architect shall receive as full compensation therefore, a total sum based on the City's Independent Estimate of \$11,940,008 as of January 6, 2009 or the actual bid amount, whichever is lower. Currently, the total compensation that the Architect will receive for this Agreement shall not exceed 9.5% of the January 6, 2009 estimate, which is \$1,134,300, unless the final bid amount is lower. As an option, Architect may also receive an additional \$2,380 for the fast-track bid submittal option at the discretion of the City Manager, or his designee.

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

CITY OF MOORPARK

**ARCHITECT
HMC Architects**

By: _____
Steven Kueny
City Manager

By: _____
Chris R. Taylor, AIA
Executive Vice President

Date: _____

Date: _____

ATTEST:

Deborah S. Traffenstedt, City Clerk

**Exhibit A – Architect’s Proposal – Construction Cost Increase
Exhibit B. – Fast-Track Submittal Review Proposal**

EXHIBIT A
HMC

Amendment No. 1R
Date: January 30, 2009
(Supersedes Previous Agreement Dated January 20, 2009)
Project Name: City of Moorpark
Ruben Castro Human Services Center - Increase in Construction Cost
HMC #2307002-000

AMENDMENT NO. 1R TO OWNER/ARCHITECT AGREEMENT

That certain Owner/Architect Agreement (Agreement) dated March 21, 2006, by and between City of Moorpark (Owner) and HMC Architects (Architect), with respect to providing Architectural and Engineering is hereby amended, modified, and revised as follows:

Purpose:

Per your letter dated December 24, 2008, the Construction Budget and resulting Basic Services Architectural/Engineering fee shall be adjusted to reflect the 100% construction cost independent estimate from Barnhart, Inc. (Construction Manager), inclusive of CM Fees, dated January 6, 2009 (reference attached).

Architect's Compensation:

The Construction Budget shall be adjusted to Eleven Million, Nine Hundred and Forty Thousand and Eight Dollars (\$11,940,008); therefore, the revised Basic Services Architectural/Engineering fee shall be One Million, One Hundred Thirty-four Thousand, and Three Hundred Dollars (\$1,134,300).

Summary:

Revised Construction Cost:	\$ 11,940,008 x 9.5% = \$1,134,300
Original Construction Cost:	\$ 7,942,831 x 9.5% = \$ 754,569
Total Increase in Fee	= \$ 379,731

Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for Basic and Owner approved Additional Services, including printing, plotting, delivery and other expenses related to Agency review, Bidding, Construction or other Owner requested costs. 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.

HMC ARCHITECTS
3546 Concours Street
Ontario, CA 91764

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93201

By Chris R. Taylor 2/2/09
Chris R. Taylor, AIA (Date)
Executive Vice President
License #C-19759

By _____ (Date)

Attachment "A" - Barnhart, Inc. Preliminary Estimated based on 100% Completed Drawings dated 1/6/09.

cc: L. Eloff, File-CN-AOA

ATTACHMENT A

LINE	DESCRIPTION	BLDG A		BLDG B		SITE		BLDG A TENANT IMPROVEMENT		BLDG B TENANT IMPROVEMENT		
		QTY	UNIT COST	TOTAL COST	QTY	UNIT COST	TOTAL COST	QTY	UNIT COST	TOTAL COST	QTY	UNIT COST
15	CONSTRUCTION COST			\$10,888,590.59		\$2,832,767.40		\$992,102.85		\$4,386,184.65		\$1,064,740.99
16	GENERAL CONDITIONS			\$580,186.00		\$151,322.09		\$52,996.61		\$234,410.10		\$56,876.63
17												
18	SUBTOTAL HARD COST			\$11,468,776.59		\$2,984,089.49		\$1,045,099.46		\$4,622,594.75		\$1,121,617.62
19	CM FEE 4%			\$459,221.06		\$119,363.58		\$41,803.38		\$164,903.79		\$44,854.71
20	SUBTOTAL #2-ADD CM FEE			\$11,927,997.65		\$3,103,453.07		\$1,086,902.84		\$4,787,508.54		\$1,166,472.33
21	CM CONTINGENCY 3.5%			\$417,900.27		\$106,620.46		\$36,041.52		\$148,445.45		\$40,828.89
22	SUBTOTAL #3-ADD CM CONTINGENCY			\$12,345,897.92		\$3,210,073.53		\$1,122,944.36		\$4,935,953.99		\$1,207,301.22
23	BONDS 2%			\$238,800.15		\$60,907.13		\$21,738.07		\$86,148.97		\$23,328.65
24	SUBTOTAL #4 W/ BOND			\$12,584,698.07		\$3,271,142.59		\$1,144,682.43		\$5,022,102.96		\$1,230,629.87
25	PROJECT SPECIFIC LIABILITY INSURANCE			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
26	COBUILDER'S RISK INSURANCE (\$32,000 IF REQUIRED)			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
27	SUBTOTAL #5 COBUILDER'S RISK INSURANCE			\$12,584,698.07		\$3,271,142.59		\$1,144,682.43		\$5,022,102.96		\$1,230,629.87
28	DESIGN CONTINGENCY 3%			\$377,901.24		\$132,654.78		\$44,400.49		\$152,157.33		\$46,918.17
29	SUBTOTAL #6			\$12,962,600.32		\$3,403,797.37		\$1,189,082.92		\$5,174,260.28		\$1,277,548.04
30	ESCALATION 3%			\$386,238.28		\$101,171.02		\$35,432.51		\$126,722.05		\$38,028.75
31	SUBTOTAL #7			\$13,348,838.60		\$3,504,968.39		\$1,224,515.43		\$5,299,982.33		\$1,315,576.79
32	TOTAL			\$13,348,838.60		\$3,504,968.39		\$1,224,515.43		\$5,299,982.33		\$1,315,576.79
33												
34												
35												
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37												

Estimate by Barnhart-Heery, Inc.

000007

EXHIBIT B

RUBEN CASTRO HUMAN SERVICE CENTER ACCELERATED SUBMITTALS

				Dates subject to change
Discipline Required & Premium Time	BP No.	Description	Submittals to be Reviewed	Project won't bid until May Date and Time
H M C Architect (0-hr.) 2	2	Grading and Paving	Asphaltic Concrete Paving, Asphalt Paint, Wheel Stops, Site Signage	Monday, May 4, 2009 8AM
T M A D s t a t e s ... T h i s c a n n o t b e r e v i e w e d i n t h e t i m e f r a m e s u g g e s t e d W i l l r e q u i r e 3-4 d a y s o f r e v i e w t i m e t o c o m p l e t e.	6	Structural Steel and Miscellaneous Metals, Metal Decking, Fences and Gates-Ornamental Metal	No listing of concrete reinforcing steel, for the various footings, structural slabs and stepped walls, stem walls and piles Structural Steel Embed Shop Drawings, Structural Steel Shop Drawings, Metal Deck Shop Drawings and Material, Ornamental Metal Shop Drawings, Handrail Shop Drawings	Monday, May 4, 2009 9AM
	5	Concrete, CMU, Site Furnishings	Concrete Mix Designs, CMU and CMU Veneer Materials, Grout, Concrete Slab Vapor Emissions Treatment Product, Concrete Sealer, Precast Site Furnishings, Bicycle Racks	Monday, May 4, 2009 1PM
D A V I D O V I C H Architect (3-hr.) Electrical (0-hr.) 3	16	Electrical	Electrical Equipment Product Data and Shop Drawings, Electrical Identification Product Data, Light Fixtures Product Data	Tuesday, May 5, 2009 8AM
Architect (3-hr.) Plumbing (0hr.) 3	4	Site Utilities and Building Plumbing	Plumbing Materials (Water, Fire, Sanitary Sewer, Storm Drain, Gas), Plumbing Fixtures, Sheet Metal Flashing, Water Heater	Tuesday, May 5, 2009 10AM
Architect (3-hr.) Mechanical (0-hr.) 3	15	HVAC and Fire Sprinklers	HVAC Equipment Product Data and Shop Drawings, Mechanical Identification Product Data, Equipment Curb Product Data and Shop Drawings, Boiler Product Data and Shop Drawings, Testing and Balancing Procedure	Tuesday, May 5, 2009 1PM
H M C Architect (0-hr.) 2	12	Finishes	Framing, Drywall, HM Frames/Windows, Door Shop Drawings, Paint Product Data and Color Samples, Graffiti Resistant Coatings, Hardware Submittal	Wednesday, May 6, 2009 8AM
T M r e q u i r e s (3) d a y t u r n a r o u n d	3	Landscape and Irrigation	Landscaping, Soils Testing, Controller, Bark Mulch, Decomposed Granite	Wednesday, May 6, 2009 1PM
H M C Architect (0-hr.) 2	7	Rough Carpentry	Trex Material Product Data and Shop Drawings	Thursday, May 7, 2009 8AM
Architect (0-hr.) Req.'s a full day to review 2	8	Finish Carpentry, Casework	Casework Shop Drawings, Product Data	Thursday, May 7, 2009 9AM
Architect (0-hr.) 2	9	Roofing	Roofing Insulation and Roofing System Product Data, Walkway Pad Product Data	Thursday, May 7, 2009 10AM
S I T E Architect (2-hr.) 1	10	Sheet Metal Roofing, Sheet Metal, Skylights and Roof Accessories	Sheet Metal Roofing Product Data, Skylight Product Data	Thursday, May 7, 2009 1PM
S I T E Architect (1-hr.) 1	11	Glass & Glazing; Aluminum Frames, Storefronts	Aluminum Shop Drawings, Glazing Shop Drawings, Aluminum Hardware Submittal	Friday, May 8, 2009 8AM
Architect (1-hr.) 1	13	Flooring	Ceramic Tile Product Data, Quarry Tile Product Data, Rubber Base and VCT Product Data, Rubber Tile Flooring Product Data, Sheet Carpeting Product Data	Friday, May 8, 2009 10AM

(14) Additional Hours @ \$170.00 / hour = \$2380

S I T E	Architect (0-hr.)	14	Specialties	Display Board Product Data and Shop Drawings, Signage Shop Drawings, Toilet Accessories Product Data and Shop Drawings, Flagpole Product Data and Shop Drawings, Fire Extinguisher and Fire Extinguisher Cabinet Product Data and Shop Drawings; Roller Shades Product Data and Shop Drawings	Friday, May 8, 2009 1PM
		1			

1 Meeting at the Site

2 Meeting at Architects Office

3 Meeting at Consultants Office