

ITEM 9.A.

MOORPARK CITY COUNCIL AGENDA REPORT

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

By: Jessica Sandifer, Management Analyst

DATE: January 8, 2010 (CC Meeting of January 20, 2010)

SUBJECT: Consider Amendment No. 2 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

The Architect has submitted two proposals for Additional Required Architectural Services. The first proposal is to pay for additional fees incurred by the Architect for revising the project plant palette to include more drought tolerant and native species and to remove an entrance door and handicap ramp from the medical building. The second proposal is a request for additional fees to redesign the tenant improvements for the medical building tenant. Currently, the tenant improvements for the medical building have been designed to the specifications of the County of Ventura Health Care Agency

(HCA). Since HCA has opted not to lease the medical building, the tenant improvements need to be re-designed to coincide with the current potential tenant, Clinicas Del Camino Real. The re-design is necessary in order to provide space for services, such as dentistry, that Clinicas provides but the County Health Care Agency does not.

The following figure illustrates the additional fee proposal:

Total Current Contract w/ fast track option	\$ 1,136,681
Proposed Additional Fees	
Proposal #1 – Plant Palette/Door Removal	\$14,890
Reimbursable	\$1,489
Proposal #2 – Re-Design Tenant Improvements	\$75,995
Reimbursable	\$7,599
Total Increase:	\$99,973
Total New Contract Amount:	\$1,236,654

FISCAL IMPACT

There are sufficient funds in the Fiscal Year 2009/10 budget to continue to pay for Architectural fees. Additional Funds will be budgeted in the Fiscal Year 2010/11 Capital Improvement Program budget to cover the remainder of the contract costs.

STAFF RECOMMENDATION

Approve Amendment No. 2 to professional services agreement with HMC Architects to increase the amount of their agreement by \$99,973.00 from \$1,136,681.00 to \$1,236,654.00 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. 2 to Professional Services Agreement with HMC Architects

ATTACHMENT 1

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

THIS SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES (“Second Amendment”), is made and entered into this _____ day of _____, 2010, (“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, December 29, 2009, the City and the Architect entered into a First Amendment for additional design fees to reflect increases in construction costs since the original contract was signed; and

WHEREAS, additional services as outlined in Architect’s proposal, attached hereto and incorporated herein, are required; and

WHEREAS, the City wishes to amend the Agreement a second time to reflect this fee increase.

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

City does hereby appoint Architect in a contractual capacity to perform the services in accordance with the terms and conditions hereinafter set forth in Exhibit “A”, for a not to exceed fee of \$99,973.00 with the authorities, and responsibility ordinarily granted to this type of architectural work. All other terms and conditions of the original agreement shall remain in full force and effect.

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

[signatures on next page]

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 –

EXHIBIT A – ARCHITECT'S PROPOSAL'S



October 27, 2009

Hugh Riley
Assistant City Manager
799 Moorpark Avenue
Moorpark Ca. 93021

Regarding: Moorpark
Ruben Castro Human Services Center

Subject: **Proposal for Additional Architectural Services 2**
Provide Full Tenant Improvement Build out Design Services for
Building A Clinic Tenant - Clinicas

HMC Project # 2307002-101

Dear Hugh:

HMC is pleased to submit the following Proposal to provide additional Architectural/Engineering Services for the above-mentioned project.

Provide the requested architectural tenant improvement design services and submit to the City of Moorpark Building Department for permit approval.

A. Scope of Work:

Complete the necessary Architectural Contract Documents changes to facilitate approval by the City of Moorpark and applicable agencies having jurisdiction in support of the following drawing revisions to include:

Schematic Design

1. (1) one meeting to review the previously approved Clinicas Schematic Design plan.
2. The fee assumes the approval is still valid. If revisions are required, work exceeding the balance of remaining fee for Schematic Design (\$1,943.00) will be billed at an hourly rate until such time as the plan is approved to move forward to Design development.

Design Development

1. (2) two meetings to review Clinicas program needs for functional space program. Meet with Users to obtain specific needs to the department services offered.
2. Incorporate User requirements into the documents including, fixtures, furniture, equipment, HVAC, lighting power and data requirements.
3. Interior Design including colors, materials for the facility.
4. (1) meeting with Clinicas to review the progress of the design and obtain sign-off approval of the User requirements before proceeding with Construction Documents for the Facility.
5. Moveable furniture, seating and fixtures are not included in the Construction Documents.

Construction Documents

Provide construction documents including HVAC, Electrical and Structural design as necessary to submit a complete tenant improvement package to the City of Moorpark Building department for permit review and approval.

Agency Approvals

Coordinate with Planning and Building to obtain approval of the Clinicas Tenant Improvement package for insertion into the existing approved Ruben Castro Human Services Center drawing package

Exclusions

1. Architectural models and renderings.
2. Agency fees.
3. Modifications to Building A Elevations. Any changes to the City of Moorpark previously approved building elevations will be considered additional services. This includes any modification which changes the elevation's windows, entries, extension of the required covered canopy, material changes or any impacts to the site plan for necessary changes in grade for walkways and ramps.
4. Modification of MEP or Civil engineering site plans.

Total Compensation:

HMC's A/E fee is computed @ 9.5% of the March 10, 2009 Barnhart Construction Cost estimate with a fixed credit of \$9,450 for Clinicas Schematic Design work previously completed under the Agreement with the City of Moorpark dated March 21, 2006.

Hugh Riley
 Assist. City Manager
 Ruben Castro Human Services Center
 October 27, 2009
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March 10, 2009 Construction Estimate Budget \$1,199,217.00
 A/E Fee % computed @ 9.5%
 Total Computed A/E Tenant Improvement Fee \$113,926.00

Phase		A/E Fee	Work Completed	Fee Remaining
Schematics	10%	\$11,393	<\$9,450>	\$ 1,943
Design Development	15%	\$17,089	\$ -0-	\$ 17,089
Construction Documents	50%	\$56,963	\$ -0-	\$ 56,963
Bidding & Negotiation *1	5%	\$ NA	\$ -0-	\$ NA
Construction Admin. *1	20%	\$ NA	\$ -0-	\$ NA
Total Additional Basic Services	100%		<\$9,450>	\$ 75,995

HMC will provide the Architectural Services outlined in the Scope of Work above for a fixed fee of:

Seventy Five Thousand Nine Hundred Ninety Five Dollars \$75,995.00

***1 Note:** The Bidding and Negotiation, and Construction Administration phase's fees are already included in HMC's existing contract. These services will be performed concurrently during the previously contracted bidding and build out phases.

C. Reimbursable Expenses:

Additional reimbursable expenses including costs related Agency Review; Construction related and Owner requested printing, plotting, and other expenses are in addition to compensation for Basic and Additional Services. These expenses shall be billed by the Architect to the Owner at the expense incurred by the Architect. For budgeting purposes, reimbursable expenses for this additional service is estimated to be Seven Thousand Five Hundred Ninety Nine Dollars \$7,599.00

Hugh Riley
Assist. City Manager
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D. Additional Services:

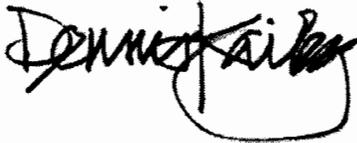
If Additional Services are required beyond the Scope of Work, such services as described by Attachment A will bill on an hourly basis per the existing HMC contract hourly Rate Schedule.

Please review this Additional Service Proposal and if it meets with your approval, please send HMC your Standard Contract Amendment for our signature. Be aware that these additional services have already been completed per your request

Sincerely,

HMC Architects

City of Moorpark



Dennis Kailey, AIA
Project Manager

Approved Date

Title _____

DK:mlr

cc: L. Eloff, J.Kragelund, File-CN/AOA

ATTACHMENT "A"
ADDITIONAL SERVICES

The Additional Services described in this Attachment are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Additional Services may only be provided if authorized or confirmed in writing by the Owner and Architect.

Project Representation Beyond Basic Services:

1. **Revisions:** Making revisions in Drawings, Specifications, Project Manual or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the Owner;
 - b. Required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such.
2. **Project Changes:** Providing services required because of changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
3. **Change Orders:** Preparing Drawings, Specifications and other documentation, analysis and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and directives.
4. **Default:** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner, Contractor or others performing services or providing work on the Project.
5. **Claims:** Providing services in connection with claims submitted by Contractor or others.
6. **Hearings, Proceedings:** Providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.

Optional Additional Services

1. **Existing or Other Facilities:** Providing services to investigate facilities or existing conditions or to make measured drawings thereof.
2. **Detailed Estimates:** Providing detailed estimates of Construction Cost.
3. **Providing Other Consultants:** Providing services of consultants, if any other than those specified as Basic Services under this Agreement.
4. **Post Completion/Extended Construction:** Providing services after the original completion date not due to the fault of the Architect/Engineer or after issuance to the Owner of the final Certificate for Payment, or thirty (30) days after the date of Substantial Completion of the Work, whichever is earlier.

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5. **Project Hold/Resumption:** If the Project is placed on hold by the Owner for more than 90 days due to circumstances beyond the direct control of the Architect, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
6. **Other Additional Services:** Providing any other services not otherwise included in this Agreement.

EXHIBIT A – ARCHITECT'S PROPOSAL'S ¹²



June 1, 2009

Hugh Riley
Assistant City Manager
799 Moorpark Avenue
Moorpark Ca. 93021

Regarding: Moorpark
Ruben Castro Human Services Center
8th Floor Pro Tower ICU to PACU renovation

Subject: **Proposal for Additional Architectural Services**
Provide New Plant Palette and Remove Entrance and Handicap
Ramp from south side of Building A
HMC Project# 2307002-000

Dear Hugh:

HMC is pleased to submit the following Proposal to provide additional Architectural/Engineering Services for the above-mentioned project.

Provide professional services to perform requested architectural and landscaping changes to the Building Department approved set of Construction Documents prior to City Council review and approval.

A. Scope of Work:

Complete the necessary Architectural/Landscape Contract Documents changes to facilitate approval by the City of Moorpark and applicable agencies having jurisdiction in support of revising the City Standard Landscape Materials Palette to an agreed upon revised plant list and to eliminate a mid-south west entrance and handicap ramp to Bldg. A, to mitigate a non-code compliant accessible issue.

Construction Documents

1. Revise the existing floor plans for Building A to remove the south handicap ramp and mid elevation exit door.
2. Modify the building elevations to remove the handicap ramp and door from the south elevation of Building A.

Hugh Riley
Assist. City Manager
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3. Revise the Door Schedule to remove the deleted door.

32 hours..... \$8160.00

Additional Meetings

(2) Additional Meetings @ 4 hours each. (Includes travel time)

8 Hours @ \$165/hr..... \$1320.00

Agency Approvals

Coordination with Planning and Building, provide revised sets of drawings to include the aforementioned changes prior to City Council review and approval for bid.

4 Hours @ \$165/hr..... \$660.00

B. Total Compensation:

HMC Architects.....\$10,140.00
Troller Mayer Landscape Architects.....\$4,750.00

HMC will provide the Architectural Services outlined in the Scope of Work above for a fixed fee of:

Fourteen Thousand Eighteen Hundred Ninety Dollars **\$14,890.00**

C. Reimbursable Expenses:

Additional reimbursable expenses including costs related Agency Review; Construction related and Owner requested printing, plotting, and other expenses are in addition to compensation for Basic and Additional Services. These expenses shall be billed by the Architect to the Owner at the expense incurred by the Architect. For budgeting purposes, reimbursable expenses for this additional service is estimated to be One Thousand Four Hundred Eighty Nine Dollars **\$1,489.00**

Hugh Riley
Assist. City Manager
Ruben Castro Human Services Center
June 1, 2009
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Please review this Additional Service Proposal and if it meets with your approval, please send HMC your Standard Contract Amendment for our signature. Be aware that these additional services have already been completed per your request

Sincerely,

HMC Architects



Dennis Kailey, AIA
Project Manager

DK:mlr

cc: L. Eloff, J.Kragelund, File-CN/AOA

Cedars Sinai

Approved _____ Date _____

Title _____