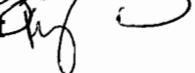


**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

BY: Ky Spangler, Special Projects Consultant 

DATE: January 4, 2012 (CC Meeting of 1/18/12)

SUBJECT: Consider Amendment No. 3 to Construction Agreement with Damar Construction, Inc. in the Amount of \$5,258.00 for Additional Grading and Paving Services for the Ruben Castro Human Services Center Located at 612 Spring Road

BACKGROUND & DISCUSSION

The Ruben Castro Human Services Center Commercial Planned Development Project ("Project") was approved by the City Council on May 21, 2008. The Project was bid as a multiple-prime construction project with construction management provided by Barnhart Balfour-Beatty. Bids from prime contractors were received in October, 2010, and fourteen trade contracts were awarded by the City Council on January 19, 2011. Damar Construction, Inc. ("Damar") was awarded the contract for Grading and Paving services in the amount of \$411,431.00 plus a ten percent (10%) contingency for a total contact amount of \$452,531.00.

Damar has had two (2) amendments issued under the City Manager's signature authority subsequent to approval of the initial Construction Agreement. The first amendment in the amount of \$33,800.00 for the additional import of soil to complete the building pads in accordance with the approved grading plan was issued on May 11, 2011. The second amendment in the amount of \$7,300.00 for drying and placing material to construct the building pads was issued on December 28, 2011. These two amendments have reached the maximum contingency amount of \$41,143.00 authorized under the Construction Agreement.

During trenching of the north boundary site wall in early November, 2011, fiber optic conduit lines and a buried vault owned by Pacific Bell Telephone Company, dba AT&T California ("AT&T") were discovered. These facilities were previously unknown and not

covered by an easement between the City of Moorpark and AT&T. Construction delays requiring contractors to cease work and demobilize resulted due to these buried facilities.

In order to record the existence of the underground fiber optic lines, an easement was negotiated with AT&T for ingress and egress and future maintenance of their facilities and reconstruction of City improvements above their facilities. The easement was approved by the City Council at their January 4, 2012 meeting. The easement provides that AT&T bear all costs associated with maintenance and repair or reconstruction of City improvements within the easement. The City has communicated the costs associated with the discovery of the facilities to AT&T who has agreed to reimburse the City in the amount of \$9,000.00 to cover the associated construction delays. Additionally, AT&T completed the trenching for the wall above their facilities and raised the buried vault to grade at their cost.

The payment by AT&T will cover the cost for the grading contractor's additional move-in, and the re-mobilization cost for the masonry contractor to complete wall footing and wall construction.

FISCAL IMPACT

There will be no fiscal impact as the cost associated with Amendment No. 3 to the Damar Construction, Inc. Construction Agreement will be reimbursed by AT&T pursuant to the terms of the easement issued on January 4, 2012.

STAFF RECOMMENDATION

Approve the Third Amendment in the amount of \$5,258.00 to the Construction Agreement with Damar Construction, Inc. for the Ruben Castro Human Services Center and authorize the City Manager to execute the amendment, subject to final language approval of City Manager and City Attorney.

Attachment 1: Amendment No. 3

ATTACHMENT 1

THIRD AMENDMENT TO AGREEMENT 2011-061 FOR BID PACKAGE #1 – GRADING AND PAVING AT THE RUBEN CASTRO HUMAN SERVICES CENTER

THIS THIRD AMENDMENT TO THE AGREEMENT FOR BID PACKAGE #16 – ELECTRICAL (“Third Amendment”), is made and entered into this _____ day of _____, 2012, (“the Effective Date”) between the City of Moorpark, a municipal corporation, hereinafter referred to as “CITY”, and Damar Construction, Inc., a California corporation, hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, on February 25, 2011, the CITY and the CONTRACTOR entered into an Agreement for grading and paving for the Ruben Castro Human Services Center; and

WHEREAS, on May 11, 2011, the CITY and the CONTRACTOR executed a First Amendment in an amount not-to-exceed thirty-three thousand eight hundred dollars (\$33,800.00) for additional grading and paving for the Ruben Castro Human Services Center increasing the total not-to-exceed amount to four hundred forty-five thousand two hundred thirty-one dollars (\$445,231.00); and

WHEREAS, on December 28, 2011, the CITY and the CONTRACTOR executed a Second Amendment in an amount not-to-exceed seven thousand three hundred dollars (\$7,300.00) for additional grading work for the Ruben Castro Human Services Center increasing the total not-to-exceed amount to four hundred fifty-two thousand five hundred thirty-one dollars (\$452,531.00); and

WHEREAS, the CITY wishes to further amend the Agreement to include an additional move-in to conduct over-excavation and recompaction of footings for the north boundary site wall per the requirements of the soils engineer of record for the Ruben Castro Human Services Center at a cost not-to-exceed five thousand two hundred fifty-eight dollars (\$5,258.00) as described in the Change Order Proposal dated January 5, 2012, and incorporated herein as Exhibit A to this Third Amendment; and

WHEREAS, this amount is above of the ten percent (10%) contingency amount approved with the original Agreement; and

WHEREAS, this Third Amendment was presented and approved by the City Council of the City of Moorpark at their January 18, 2012 meeting.

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

I. Section 2 of the Agreement is amended to include:

Contractor's Scope of Services is amended to include the labor, materials, and equipment required to re-mobilize to perform over-excavation and recompaction of the footings for the north boundary site wall for the Ruben Castro Human Services Center. The footing shall be recompacted per the requirements of the soils engineer of record and certified to the satisfaction of the soils inspector. The Scope of Services for the over-excavation and recompaction is described in the Change Order Proposal dated January 5, 2012, attached hereto and incorporated herein as Exhibit A to this Third Amendment.

II. Section 7 of the Agreement is amended to include:

CITY hereby increases the not-to-exceed amount of 452,531.00 under this Agreement by \$5,258.00 to \$457,789.00.

III. Remaining Provisions

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

CITY OF MOORPARK

DAMAR CONSTRUCTION, INC.

By: _____
Steven Kueny
City Manager

By: _____
Erbie Daw
President

ATTEST:

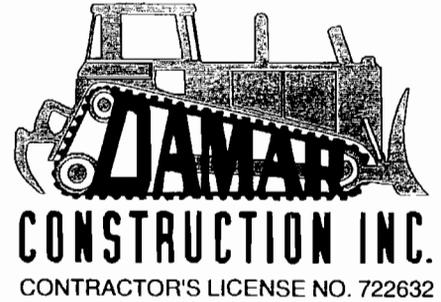
Maureen Benson, City Clerk

Exhibit A – Contractor's Change Order Proposal dated January 5, 2012

EXHIBIT A

January 5, 2012

Barnhart/Balfour-Beatty
300 E. Esplanade Dr., Suite 350
Oxnard, CA 93036



Attn: Dennis Kuykendall

RE: Ruben Castro HSC – Moorpark, CA – Bid Pack #2 – Grading & Paving
Costs Associated With the Overexcavation of the Northern Site Wall

Dennis:

Per your request we are forwarding the associated costs due to the additional move for the overexcavation of the northern site wall. In addition to the pricing below, we request an additional two (2) working days for the associated work, since we were unable to perform this during our first move.

Original Costs:

350 Excavator - Excavate Out - 3 hours @ 278.00/hr	\$834.00
D5M Dozer - Compact Back - 5 hours @ 150.00/hr	\$750.00
SD150 Roller - Compact Back - 5 hours @ 207.00/hr	\$1,035.00
Water Truck - Compact Back - 5 hours @ 121.00/hr	\$605.00
Total	\$3,224.00

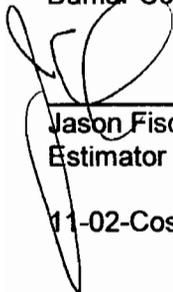
Estimated New Costs:

Lowbed - Move Equipment In and Back Out - 18 hours @ 121.00/hr	\$2,178.00
320 Excavator - Excavate Out - 8 hours @ 197.00/hr	\$1,576.00
D4H Dozer - Compact Back - 12 hours @ 139.00/hr	\$1,668.00
323 Compactor - Compact Back - 12 hours @ 134.00/hr	\$1,608.00
Water Truck - Compact Back - 12 hours @ 121.00/hr	\$1,452.00
Total	\$8,482.00

Difference: \$8,482.00 - \$3,224.00 = **\$5,258.00** in additional costs.

If you should have any questions, please contact our office at (805) 654-8438.

Sincerely,
Damar Construction, Inc.



Jason Fiscalini
Estimator

11-02-Costs Associated with Overexcavation of Northern Site Wall