

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Hugh R. Riley, Assistant City Manager   
**BY:** Ky Spangler, Special Projects Consultant 

**DATE:** May 23, 2012 (CC Meeting of 6/6/12)

**SUBJECT:** Consider Additional Funding for Additional Grading and Paving Services and Amendment No. 4 to the Agreement with Damar Construction, Inc. for the Ruben Castro Human Services Center

**BACKGROUND & DISCUSSION**

The Ruben Castro Human Services Center (RCHSC) is being constructed as a multiple-prime contract project with construction management provided by Barnhart Balfour-Beatty Construction (Balfour-Beatty). Bids were solicited from trades in September, 2010, opened on October 21, 2010 and bids were awarded by the Moorpark City Council on January 19, 2011. Damar Construction, Inc. (Damar) was selected as the lowest responsive and responsible bidder for the Grading and Paving bid package and a construction agreement was executed on February 25, 2011.

Damar provided site construction services during the spring and summer of 2011 to grade and certify building pads. Following pad certification, Damar demobilized until the site was ready for grading of the sidewalks, driveways and parking lot. During this interim period, minor pavement patching at the emergency generator, which was in the scope of Damar's work, was needed. In order to avoid a construction delay for the minor work required, Balfour-Beatty elected to have an available trade, Precision Plumbing-Mechanical, perform the patching at a cost of \$1,123.45 (Attachment 1). This amount will be deducted from Damar's scope of work and payment schedule.

Similarly, Damar was onsite and available to perform backfill and compaction work around parking lot light bollards along the north boundary wall which was including in the scope of work for Santa Clarita Concrete, the trade responsible for the installation of these bollards. In order to avoid a construction delay for the minor work needed, Balfour-Beatty elected to have Damar perform the backfill and compaction at a cost of

\$2,908.11 (Attachment 2). This amount will be deducted from Santa Clarita Concrete's scope of work and payment schedule.

Lastly, as a result of civil engineering changes necessitated as a result of the addition of the Spring Road storm drain connection for the site, revisions to Damar's scope of services are required. Additional grading is needed to accommodate: relocation of backflow preventers; re-routing of onsite storm drain and domestic water and fire service lines; installation of an additional sewer line; addition of ribbon gutters in the parking lot; revisions to the east property line wall footing; and enlargement of the north and south driveway approaches on Spring Road. The cost for the additional grading work necessary due to the civil engineering changes is \$8,008.08 (Attachment 3). A recap of the contract revisions to date is below:

<u>Original Contract</u>	\$411,431.00
Amendment No. 1	\$ 33,800.00
Amendment No. 2	\$ 7,300.00
Amendment No. 3 (Approved by Council 1/18/12)	\$ <u>5,258.00</u>
Current Agreement Amount	\$457,789.00
<u>Amendment No. 4</u>	
Deduction for paving at emergency generator	\$ (1,123.45)
Backfill & compaction of lights (backcharged to trade)	\$ 2,908.11
Revisions generated by civil engineering changes	\$ <u>8,000.08</u>
Total Amendment No. 4 Amount	\$ 9,784.74
<b>Revised Agreement Amount</b>	<b>\$ 467,573.74</b>

The original contingency of \$41,143 under Damar's contract has been expended via previous amendments required to complete work outside of the original scope of work. The cost for the additional grading services, less the contract deduction, is \$9,784.74 and is above the original contract contingency amount. Therefore staff is seeking the approval of this additional amount.

**FISCAL IMPACT**

The Fiscal Year 2011/2012 Capital Improvement budget for the Ruben Castro Human Services Center (Fund 5020) is \$11,038,064. To date \$6,512,302 has been expended with \$3,465,038 left in encumbrances and \$1,060,724 available project balance. Therefore, no additional funds need to be budgeted for the proposed work at this time. Sufficient funds exist in the budget to cover this work.

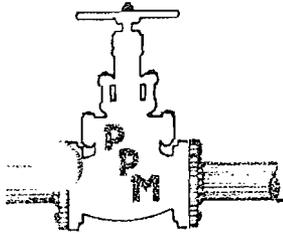
**STAFF RECOMMENDATION (ROLL CALL VOTE)**

Approve additional funding in the amount of \$9,784.74 for additional grading services for the Ruben Castro Human Services Center and authorize the City Manager to execute Amendment No. 4 in the amount of \$9,784.74 to Damar Construction, Inc., subject to final language approval of the City Manager and City Attorney.

- Attachment 1: Precision Plumbing-Mechanical cost proposal dated March 29, 2012
- Attachment 2: Damar Construction cost proposal dated May 9, 2012
- Attachment 3: Damar Construction cost proposal dated May 9, 2012
- Attachment 4: Amendment No. 4 to Damar Construction, Inc.

**ATTACHMENT 1**

**#14460**



**PRECISION Plumbing - Mechanical**

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

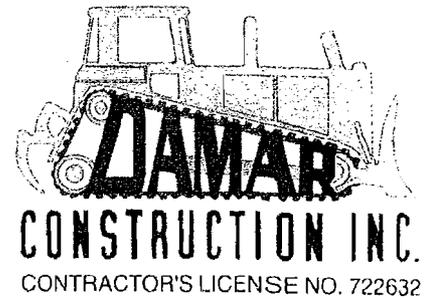
INVOICE

TO: Jeff Hammond SHIP TO: Job #151 COR#15  
Balfour Beatty Construction  
300 E. Esplanade Dr. #1120  
Oxnard, CA 93036

JOB Ruben Castro Patch Upon Receipt DATE 3/29/2012 PURCHASE ORDER NO.

QUANTITY	DESCRIPTION	PRICE
	<p>Provided subcontractor services (R-Help Construction) to Balfour Beatty to patch back asphalt at electrical trench in police station parking lot.</p> <p>Total Cost (see attached Cost Breakdowns)</p> <p><i>THANK YOU!</i></p> <p style="text-align: right;"><b>TOTAL</b></p>	<p>\$1,123.00</p> <p><b>\$1,123.00</b></p>

**ATTACHMENT 2**



May 9, 2012

Balfour-Beatty  
300 E. Esplanade Dr., Suite 1120  
Oxnard, CA 93036

Attn: Dennis Kuykendall

RE: Ruben Castro HSC – Moorpark, CA – Bid Pack #2 – Grading & Paving  
Costs Associated With Backfill of North Site Wall as Directed

Dennis:

As directed by Balfour Beatty, we proceeded with the backfill of the North Site Wall. Please see the attached spreadsheet and change order worksheet for the cost breakdown showing labor, equipment, mark-up and bond premium.

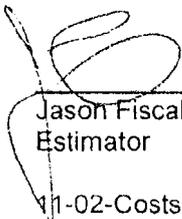
**Backfill North Site Wall: \$2,908.11**

In addition to the increase in cost, we are requesting 2 working days for this added work.

Please generate a change order as soon as possible, as this work has been completed.

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 North Site Wall Backfill

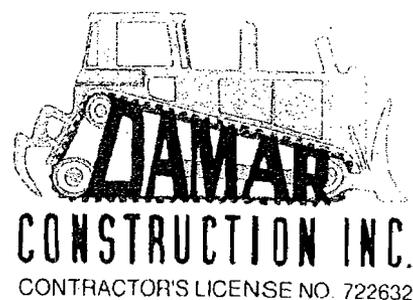
Enclosure

(a) <del>Material (attach itemized quantity and unit cost plus sales tax)</del>	<u>900.80</u>
(b) Labor (attach itemized hours and base rates from identified prevailing wage schedules)	<u>1,021.76</u>
(c) General Liability and Workers' Compensation Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost.	<u>581.20</u>
(d) Subtotal	<u>2,503.76</u>
(e) Subcontractor's overhead and profit not to exceed 10% of Item (d)	<u>N/A</u>
(f) Subtotal	<u>2,503.76</u>
(g) General Contractor's Overhead and Profit, including extended home office overhead, not to exceed 15% of Item (d)	<u>375.56</u>
(h) Subtotal	<u>2,879.32</u>
(i) Bond Premium, not to exceed 1% of Item (h)	<u>28.79</u>
(j) Total	<u>\$2,908.11</u>

- e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items. In addition, in no circumstance shall contractor be entitled to subcontractor's overhead costs or mark-up where work is performed by Contractor's own forces.
- f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the City of Moorpark to pay additional compensation to the Contractor; or (ii) obligates the City of Moorpark to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE CITY OF MOORPARK, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS

## ATTACHMENT 3

May 9, 2012



Balfour-Beatty  
300 E. Esplanade Dr., Suite 1120  
Oxnard, CA 93036

Attn: Dennis Kuykendall

RE: Ruben Castro HSC – Moorpark, CA – Bid Pack #2 – Grading & Paving  
Costs Associated With IB#9

Dennis:

Per Instruction Bulletin #9 (IB#9) which we received on 5/7/12, we are forwarding the associated costs due to the civil changes. Please see the attached spreadsheets and change order worksheets for the cost breakdowns showing labor, equipment, mark-up and bond premiums.

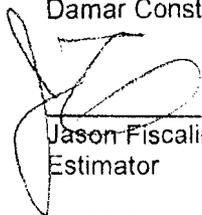
We have separated the costs out for the individual items that were changed. They are as follows:

<b>Cut Subgrade for Added Ribbon Gutter:</b>	<b>\$2,676.93</b>
<b>Gut Out Additional Sectional Thickness For Turn-outs:</b>	<b>\$782.48</b>
<b>Gut Out Additional Sectional Thickness For Trash Pad Approach:</b>	<b>\$391.24</b>
<b>Remove/Recompact Spoils Due To Grade Changes-N/E Parking:</b>	<b>\$4,149.43</b>

In addition to the increase in costs, we are requesting 3 working days for this added work.

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 IB#9

Enclosure

CUT SUBGRADE FOR ADDED  
RIBBON GUTTER

(a) <del>Material</del> <sup>EQUIPMENT</sup> (attach itemized quantity and unit-cost plus sales-tax)	<u>701.76</u>
(b) Labor (attach itemized hours and base rates from identified prevailing wage schedules)	<u>1,021.76</u>
(c) General Liability and Workers' Compensation Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost.	<u>581.20</u>
(d) Subtotal	<u>2,304.72</u>
(e) Subcontractor's overhead and profit not to exceed 10% of Item (d)	<u>N/A</u>
(f) Subtotal	<u>2,304.72</u>
(g) General Contractor's Overhead and Profit, including extended home office overhead, not to exceed 15% of Item (d)	<u>345.71</u>
(h) Subtotal	<u>2,650.43</u>
(i) Bond Premium, not to exceed 1% of Item (h)	<u>26.50</u>
(j) Total	<u><u>\$2,676.93</u></u>

- e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items. In addition, in no circumstance shall contractor be entitled to subcontractor's overhead costs or mark-up where work is performed by Contractor's own forces.
- f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the City of Moorpark to pay additional compensation to the Contractor, or (ii) obligates the City of Moorpark to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE CITY OF MOORPARK, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS

GUT OUT ADDITIONAL SECTIONS  
FOR TURN-OUTS

<p>(a) <del>Material (attach itemized quantity and unit cost plus sales tax)</del>  <sup>EQUIPMENT</sup></p>	159.00
<p>(b) Labor (attach itemized hours and base rates from identified prevailing wage schedules)</p>	343.52
<p>(c) General Liability and Workers' Compensation Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost.</p>	171.16
<p>(d) Subtotal</p>	673.68
<p>(e) Subcontractor's overhead and profit not to exceed 10% of Item (d)</p>	N/A
<p>(f) Subtotal</p>	673.68
<p>(g) General Contractor's Overhead and Profit, including extended home office overhead, not to exceed 15% of Item (d)</p>	101.05
<p>(h) Subtotal</p>	774.73
<p>(i) Bond Premium, not to exceed 1% of Item (h)</p>	7.75
<p>(j) Total</p>	\$782.48

- e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items. In addition, in no circumstance shall contractor be entitled to subcontractor's overhead costs or mark-up where work is performed by Contractor's own forces.
- f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the City of Moorpark to pay additional compensation to the Contractor; or (ii) obligates the City of Moorpark to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE CITY OF MOORPARK, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS

Ruben Castro Human Services Center  
City of Moorpark

00700 General Conditions  
Page 27 of 41

GUT OUT ADDITIONAL SECTION  
AT TRASH PAD APPROACH

<p style="text-align: center;"><b>EQUIPMENT</b></p> <p>(a) <del>Material</del> (attach itemized quantity and unit cost plus sales tax)</p>	79.50
<p>(b) Labor (attach itemized hours and base rates from identified prevailing wage schedules)</p>	171.76
<p>(c) General Liability and Workers' Compensation Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost.</p>	85.58
<p>(d) Subtotal</p>	336.84
<p>(e) Subcontractor's overhead and profit not to exceed 10% of Item (d)</p>	N/A
<p>(f) Subtotal</p>	336.84
<p>(g) General Contractor's Overhead and Profit, including extended home office overhead, not to exceed 15% of Item (d)</p>	50.53
<p>(h) Subtotal</p>	387.37
<p>(i) Bond Premium, not to exceed 1% of Item (h)</p>	3.87
<p>(j) Total</p>	\$ 391.24

- e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items. In addition, in no circumstance shall contractor be entitled to subcontractor's overhead costs or mark-up where work is performed by Contractor's own forces.
- f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the City of Moorpark to pay additional compensation to the Contractor; or (ii) obligates the City of Moorpark to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE CITY OF MOORPARK, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS

Ruben Castro Human Services Center  
City of Moorpark

00700 General Conditions  
Page 27 of 41

REMOVE/RECOMPACT SPOILS VUE TO  
GRADE CHANGES - N/E PARKING

(a) <del>Material (attach itemized quantity and unit cost plus sales tax)</del>	<u>1,969.52</u>
(b) Labor (attach itemized hours and base rates from identified prevailing wage schedules)	<u>1,021.76</u>
(c) General Liability and Workers' Compensation Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost.	<u>581.20</u>
(d) Subtotal	<u>                    </u>
(e) Subcontractor's overhead and profit not to exceed 10% of Item (d)	<u>N/A</u>
(f) Subtotal	<u>3,572.48</u>
(g) General Contractor's Overhead and Profit, including extended home office overhead, not to exceed 15% of Item (d)	<u>535.87</u>
(h) Subtotal	<u>4,108.35</u>
(i) Bond Premium, not to exceed 1% of Item (h)	<u>41.08</u>
(j) Total	<u>\$4,149.43</u>

- e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items. In addition, in no circumstance shall contractor be entitled to subcontractor's overhead costs or mark-up where work is performed by Contractor's own forces.
- f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the City of Moorpark to pay additional compensation to the Contractor; or (ii) obligates the City of Moorpark to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE CITY OF MOORPARK, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS

## ATTACHMENT 4

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

**THIS FOURTH AMENDMENT TO THE AGREEMENT FOR BID PACKAGE #16 – ELECTRICAL (“Fourth 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**, on February 6, 2012, the CITY and the CONTRACTOR executed a Third Amendment in an amount not-to-exceed seven thousand three hundred dollars (\$5,258.00) for additional grading work for the Ruben Castro Human Services Center increasing the total not-to-exceed amount to four hundred fifty-seven thousand seven hundred eighty-nine dollars (\$457,789.00); and

**WHEREAS**, the CITY wishes to further amend the Agreement to include the deduction for asphalt patching at the location of the emergency generator performed by a separate trade at a deductive cost not-to-exceed one thousand one hundred twenty-three dollars and forty-five cents (\$-1,123.45) as described in the Change Order Proposal dated March 29, 2012, and incorporated herein as Exhibit A to this Fourth Amendment; and

**WHEREAS**, the CITY wishes to further amend the Agreement to include backfill and compaction of light standards along the north property line concrete masonry unit (CMU) wall with the cost to be deducted from a separate trade at a cost not-to-exceed

two thousand nine hundred eight dollars and eleven cents (\$2,908.11) as described in the Change Order Proposal dated May 9, 2012, and incorporated herein as Exhibit B to this Fourth Amendment; and

**WHEREAS**, the CITY wishes to further amend the Agreement to include various grading and paving changes to the site generated by revisions made by the civil engineer of record for the Ruben Castro Human Services Center at a cost not-to-exceed eight thousand dollars and eight cents (\$8,000.08) as described in the Change Order Proposal dated May 9, 2012, and incorporated herein as Exhibit C to this Fourth Amendment; and

**WHEREAS**, this total dollar amount of \$9,784.74 exceeds of the ten percent (10%) contingency amount approved with the original Agreement; and

**WHEREAS**, on June 6, 2012 the City Council of the City of Moorpark approved additional funding for these grading and paving services.

**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:

- deduct the labor and materials required to perform asphalt patching at the location of the emergency generator per the request of the Construction Management team, and per Change Order Request dated March 26, 2012 (2.04); and
- backfill and compact soils around light bollards and north boundary property line CMU wall per the request of the Construction Management team, and per Change Order Request dated May 9, 2012 (2.05); and
- cut sub-grade, regrade, backfill and compact soil around revised driveway entrances, parking lot areas, and for cutting the sub-grade around for added ribbon gutter per the changes made by the civil engineer of record and directed in Instructional Bulletin #9, and per Change Order Request dated May 9, 2012 (2.06).

The Scope of Services for the additional grading and paving work is described on the Change Order requests dated March 26 and May 9, 2012 respectively, attached hereto and incorporated herein as Exhibits A, B and C to this Agreement by this Fourth Amendment.

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

CITY hereby increases the not-to-exceed amount of \$457,789.00 under this Agreement by \$9,784.74 to \$467,573.74.

**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 – Precision Plurnbing’s Change Order Proposal dated March 29, 2012 (2.04)

Exhibit B – Contractor’s Change Order Proposal dated May 9, 2012 (2.05)

Exhibit C – Contractor’s Change Order Proposal dated May 9, 2012 (2.06)