

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

BY: Ky Spangler, Special Projects Consultant 

DATE: June 6, 2012 (CC Meeting of 6/20/12)

SUBJECT: Consider Additional Funding for Ventura County Health Care Agency Changes and Extended Construction Administration Costs and Amendment No. 7 to the Professional Services Agreement with HMC Architects for the Ruben Castro Human Services Center

BACKGROUND & DISCUSSION

The City of Moorpark entered into a Professional Services Agreement with HMC Architects (HMC) in 2006 for architectural design services for the Ruben Castro Human Services Center (RCHSC).

Throughout the design process, various changes were requested by the City of Moorpark and later, by the County of Ventura as part of their purchase of one of the buildings to be developed as a medical facility. The County of Ventura entered into a purchase agreement in the amount of \$5,600,000 to purchase Building A, and will be responsible for construction and/or design costs which exceed this purchase price.

During construction, the County requested the addition of a roof-mounted microwave dish to meet their data and telecommunication needs for both buildings. Also, in order to properly anchor the ceiling-mounted procedure light in the medical facility, structural re-design was required. The cost for these two services is \$2,530 (Exhibit A of Attachment 1). The Ventura County Health Care Agency also requested identifying signage to be added to the exterior of Building A and therefore the City directed HMC to revise the existing drawings to create a comprehensive exhibit showing all building signage. The cost for this additional work is \$2,000 (Exhibit B of Attachment 1).

The original agreement provided for schematic design, design development construction documents, quality assurance, agency compliance, bidding and negotiation, and construction administration services. The architect's fee in this original agreement was \$754,569 which was based on 9.5% of the estimated construction cost of \$7,942,831. Construction administration represented 20% of the total architect's fee for a total amount of \$150,915. In January, 2009, a revised construction cost estimate of \$11,940,008 increased the estimated construction administration fee to \$226,860. However, this fee was subject to further adjustment following the receipt of bids and updated calculation of the total construction cost.

Following the award of construction contracts in January, 2011, the total architect fee was re-calculated based on the bid pricing received. The total construction cost was revised to \$10,349,542 (hard costs plus 4% construction management fee), resulting in a new construction administration fee of \$196,641. The construction schedule for the RCHSC project assumed for a twelve-month construction duration resulting in an HMC construction administration fee of \$16,386 per month.

The construction schedule anticipated a January 2012 completion based upon a January 2011 construction start. During the course of construction a storm drain connection within Spring Road to address drainage coming from the site and the railroad right-of-way was added, and onsite wet utility changes were also necessary to accommodate this connection. Construction of the storm drain connection began on April 15, 2012. Additionally, the Ventura County Waterworks District required changes to the domestic and fire water connections for the project which impacted completion of the site. These changes have extended the overall construction duration, with completion now estimated at July 2012. The cost for the additional six months of construction administration for February through July, 2012 is \$98,316 (\$16,386 x 6 months) (Exhibit B of Attachment 1).

A recap of the HMC agreement and amendments to date is shown below:

<u>Original Contract</u>	\$ 754,569.00
Amendment No. 1	\$ 382,111.00
Amendment No. 2	\$ 99,973.00
Amendment No. 3	\$ 86,140.00
Amendment No. 4	\$ 38,000.00
Amendment No. 5	\$ 22,625.00
Amendment No. 6	\$ 21,815.00
Current Agreement Amount	\$1,405,233.00
<u>Amendment No. 7</u>	
Microwave dish anchor	\$ 1,150.00
Procedure light anchor re-design	\$ 1,380.00
Exterior building signage layout for medical center	\$ 2,000.00
Additional Construction Administration (Feb-July)	\$ 98,316.00
Total Amendment No. 7 Amount	\$ 102,846.00
Revised Agreement Amount	\$1,508,079.00

The agreement with HMC does not include a contingency and therefore staff is seeking the approval of additional funds for the design changes required for the Ventura County Health Care Agency medical facility and for additional construction administration services to complete the construction.

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 \$6,934,449 has been expended with \$3,042,891 left in encumbrances and \$795,618 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 \$102,846 for design changes and additional construction administration services for the Ruben Castro Human Services Center and authorize the City Manager to execute Amendment No. 7 in the amount of \$102,846 to HMC Architects, subject to final language approval of the City Manager and City Attorney.

- Attachment 1: Amendment No. 7 to Professional Services Agreement with
HMC Architects
Exhibit A: HMC Architect proposal letter dated February 29, 2012
Exhibit B: HMC Architect proposal letter dated May 16, 2012

ATTACHMENT 1

SEVENTH AMENDMENT TO AGREEMENT 2006-029 FOR ARCHITECTURAL DESIGN AND CONSULTING SERVICES

THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR SERVICES ("Seventh 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 HMC Architects, a California corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

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

WHEREAS, on December 29, 2009, the CITY and the CONSULTANT entered into a First Amendment for additional design fees to reflect increases in construction costs since the original Agreement was signed; and

WHEREAS, on February 16, 2010, the CITY and the CONSULTANT entered into a Second Amendment for additional design fees for Clinicas tenant improvements and landscape changes; and

WHEREAS, on August 10, 2010, the CITY and the CONSULTANT entered into a Third Amendment to delete certain unnecessary design fees and add additional fees to reflect additional changes that were made to the project; and

WHEREAS, on February 25, 2011, the CITY and the CONSULTANT entered into a Fourth Amendment to provide an allowance for reimbursable expenses; and

WHEREAS, on June 14, 2011, the CITY and the CONSULTANT entered into a Fifth Amendment to include additional design fees for changes requested by the County of Ventura Health Care Agency to the Health Services Building that will be purchased by the County of Ventura; and

WHEREAS, on November 18, 2011, the CITY and the CONSULTANT entered into a Sixth Amendment to include additional design fees for changes requested by the County of Ventura Health Care Agency to the Health Services Building that will be purchased by the County of Ventura; and

WHEREAS, the CITY wishes to amend the Agreement to include additional design revisions with respect to items that the County of Ventura Health Care Agency has requested during the construction process; and

WHEREAS, the CITY wishes to further amend the Agreement to extend the construction administration services period for the Ruben Castro Human Services Center.

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

I. Section 3 of the Agreement is amended to include:

CITY hereby increases the maximum payable under this Agreement by \$102,846 for minor plan updates to incorporate design revisions and to extend the construction administration services period in accordance with Exhibit "A". The new maximum contract amount is \$1,508,079.

II. Section 4 of the Agreement is amended to include:

CONSULTANT will incorporate plan updates and revisions to the Ruben Castro Human Services Center plans and extend the construction administration period in accordance with Exhibit "A" dated February 29 and May 16, 2012, attached.

III. Remaining Provisions

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

CITY OF MOORPARK

HMC ARCHITECTS

By: _____
Steven Kueny
City Manager

By: _____
Mitchell Carp
Senior Vice President

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Consultant's letter proposal dated February 29, 2012
Exhibit B – Consultant's letter proposal dated and May 16, 2012

EXHIBIT A

February 29, 2012

Mr. Hugh Riley
Assistant City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93201

HMCArchitects

Re: Ruben Castro Human Services Center
Additional Services for Micro Wave Dish and Procedure Light Redesign
HMC #2307002000

Dear Mr. Riley:

HMC ARCHITECTS is pleased to submit the following Additional Service Proposal to provide Architectural and Structural Engineering Services for the above-mentioned project.

A. Scope of Work:

Provide additional Architectural and Structural Engineering Services as follows for Task #1 and #2:

Task #1 – Micro Wave Dish Anchorage:

1. Design of anchorage of Micro Wave Dish to the west face of the Clock Tower parapet wall.
 - a. Provide design and detailing of Micro Wave dish connection to existing metal study wall at Clock Tower.
 - b. Prepare and present a design package containing structural detail in sketch format and calculation to Moorpark Building Department plan check comments.
 - c. Respond to Building Department plan check comments.
 - d. Provide Construction Administration including review of shop drawings, submittals, and response to Contractors RFI's, if required.

Task #2 – Procedure Light Re-design:

1. Re-design of anchorage for Procedure light in Room 546 of Building "A".
 - a. Provide design and detailing of Procedure light frame connection to existing roof framing of Building "A".
 - b. Prepare and present a design package containing structural detail and calculations to Moorpark Building Department for review and approval.
 - c. Respond to Building Department plan check comments.
 - d. Provide Construction Administration including review of shop drawings, submittals, and response to Contractors RFI's, if required.

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Assistant City Manager
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B. Exclusion(s):

1. Design of dish bracket or connection of dish pole to the bracket.
2. Design of connection light bracket to supporting frame.
3. Peer review and/or any other third party reviews.
4. Design, bid, and/or construction alternates.

C. Compensation:

HMC ARCHITECTS will provide the additional services outlined in the Scope of Work above, for a fixed fee of Two Thousand, Five Hundred and Thirty Dollars (2,530), as follows:

Task #1:

HMC:	\$ 150
TMAD Taylor & Gaines:	<u>\$ 1,000</u>
Subtotal:	\$ 1,150

Task #2:

HMC:	\$ 180
TMAD Taylor & Gaines:	<u>\$ 1,200</u>
Subtotal:	<u>\$ 1,380</u>
Total Tasks #1 & #2:	<u>\$ 2,530</u>

C. Additional Services:

If Additional Services are required beyond the original Scope of Work, HMC will bill on an hourly basis per Attachment "A", HMC Rate Schedule.

D. Reimbursable Expenses:

Reimbursable expenses including costs related to printing, plotting and delivery charges in the interest of the project are in addition to compensation for Basic and Additional Services. 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 and Architect's Consultants.

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Please review this Proposal and if you have any questions, please contact me at
(213) 542-8300, ext. 110.

Sincerely,

Emily Kay, CCCA, LEED® AP
Associate

EK:le

Encls.: Attachment "A" - HMC Hourly Rate Schedule

cc: L. Eloff, J. Woolum, File-CN-AOA
L:\Projects\2307 Moorpark Human Serv Center\02\01-CNVAOA\Proposals\L-HRiley Add Svcs for Micro Wave Dish_Procedure
Ligh Re-design 120229.doc

EXHIBIT B

May 16, 2012

Mr. Hugh Riley
Assistant City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93201

HMCArchitects

Re: Ruben Castro Human Services Center
Additional Services for Extended Construction Administration and
Signage for Four (4) Signs and Options for Renderings
HMC #2307002-000

Dear Mr. Riley:

HMC ARCHITECTS is pleased to submit the following Additional Service Proposal to provide Architectural Services for the above-mentioned project.

A. Scope of Work:

Task 1 - Extended Construction Administration Services:

Provide extended Construction Administration Services beyond the original completion date of January 31, 2012. (Total Original Construction Administration Fee = \$196,641 + 12 months, original Construction duration = \$16,386 per month.) Extended Construction Administration support shall commence on February 1, 2012 and continue for approximately six (6) months, with an estimated completion date of July 31, 2012.

If the construction schedule goes beyond the timeframe listed below, HMC will request additional compensation to continue and complete the required Construction Administration Services only with prior authorization from the City.

Task 2 - Signage for Four (4) Signs and Options for Renderings:

Scope is to review signage font/size/location/finish options for four (4) signs for Ventura County Health Care, coordinate with other site signage, and prepare two (2) options on renderings for review and selection.

B. Compensation:

Task 1 – Extended Construction Administration Services:

For every month of Construction Administration support beyond the original completion date of January 31, 2012 (starting February 1, 2012) HMC shall be compensated an additional fixed fee of Sixteen Thousand, Three Hundred and Eighty-six Dollars (\$16,386) per month. (Total Construction Administration Fee = \$196,641 + 12 months, original Construction duration = \$16,386 per month.)

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Additional fee for Extended Construction Administration shall be Ninety-eight Thousand Three Hundred and Sixteen Dollars (\$98,316), as follows:

February 2012	=	\$ 16,386
March 2012	=	\$ 16,386
April 2012	=	\$ 16,386
May 2012	=	\$ 16,386
June 2012	=	\$ 16,386
July 2012	=	\$ 16,386
Total	=	\$ 98,316

Task 2 - Signage for Four (4) Signs and Options for Renderings:
Fee for Task 2 shall be a fixed fee of Two Thousand Dollars (\$2,000).

Fee Summary:

Task 1:	\$98,316
Task 2:	<u>\$ 2,000</u>
Total:	100,316

C. Reimbursable Expenses:

Reimbursable expenses including costs related to printing, plotting and delivery charges in the interest of the project are in addition to compensation for Basic and Additional Services. 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 and Architect's Consultants.

Please review this Proposal and if you have any questions, please contact me at (213) 542-8300, ext. 110.

Sincerely,



Emily Kay, CCCA, LEED® AP
Associate

EK: le

CC: L Eloff, J Woburn, File-CN-AOA
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