

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

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

DATE: October 9, 2012 (CC Meeting of 11/07/12)

SUBJECT: Consider Additional Funding for Survey Services and Amendment No. 4 to the Professional Services Agreement with Jensen Design and Survey 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). At their meeting of January 19, 2011, the Moorpark City Council approved \$60,000 for survey services which were initially anticipated to be contracted by the construction management firm, Barnhart, Balfour-Beatty (Balfour-Beatty). Subsequently it was decided that the City would contract directly with a consultant to perform the survey work and a professional services agreement was executed on February 23, 2011 with Jensen Design and Survey (Jensen) in the amount of \$49,500 plus a ten percent (10% contingency).

Additional survey and staking work was required during the course of construction to address civil design changes and adjustments which have previously been approved under the contract contingency or via City Council authorization. As part of the final phases of site construction, restaking of building courtyard and site walkway elements was required, and represent costs which will be backcharged to the concrete trade, Santa Clarita Concrete. However, in order to pay Jensen for the services provided, an amendment to their Agreement in the amount of \$3,470 is required.

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

Original Contract	\$ 49,500.00
Amendment No. 1	\$ 1,600.00
Amendment No. 2	\$ 1,700.00
Amendment No. 3	<u>\$ 15,721.00</u>
Current Agreement Amount	\$ 68,521.00
Amendment No. 4	
Restake trellis and curb	\$ 1,120.00
Restake curbs & curves at southeast walk	<u>\$ 2,350.00</u>
Total Amendment No. 4 Amount	\$ 3,470.00
Revised Agreement Amount	\$ 71,991.00

Currently there is no contingency available under Jensen's contract. The cost for the restaking services is \$3,470.00 which exceeds the available contingency; therefore staff is seeking the approval of this additional amount. The cost of the survey amendment will be backcharged to the concrete trade, Santa Clarita Concrete.

FISCAL IMPACT

The Capital Improvement budget for the Ruben Castro Human Services Center (Fund 5020) is \$13,770,119. To date \$12,071,801 has been expended with \$1,488,816 left in encumbrances and \$263,501 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

Approve additional funding in the amount of \$3,470.00 for restaking services for the Ruben Castro Human Services Center and authorize the City Manager to execute Amendment No. 4 in the amount of \$3,470.00 to Jensen Design and Survey, Inc., subject to final language approval of the City Manager and City Attorney.

Attachment 1: Amendment No. 4 to Jensen Design and Survey, Inc.

ATTACHMENT 1

**FOURTH AMENDMENT TO AGREEMENT 2011-042
FOR CONSTRUCTION SURVEY SERVICES
AT THE RUBEN CASTRO HUMAN SERVICES CENTER**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR SURVEY SERVICES ("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 and Jensen Design and Survey, Inc., a California corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, on February 23, 2011, the CITY and the CONSULTANT entered into an Agreement for survey services for the Ruben Castro Human Services Center; and

WHEREAS, on March 25, 2011, the CITY and the CONSULTANT executed a First Amendment in an amount not-to-exceed one thousand six hundred dollars (\$1,600.00) for additional construction survey services for the Ruben Castro Human Services Center increasing the total contract amount to fifty-one thousand one hundred dollars (\$51,100.00); and

WHEREAS, on August 18, 2011, the CITY and the CONSULTANT executed a Second Amendment in an amount not-to-exceed one thousand seven hundred (\$1,700.00) for additional construction survey services for the Ruben Castro Human Services Center increasing the total contract amount to fifty-two thousand eight hundred dollars (\$52,800.00); and

WHEREAS, on August 18, 2011, the CITY and the CONSULTANT executed a Third Amendment in an amount not-to-exceed fifteen thousand seven hundred twenty-one dollars (\$15,721.00) for additional construction survey services for the Ruben Castro Human Services Center increasing the total contract amount to sixty-eight thousand five hundred twenty-one dollars (\$68,521.00); and

WHEREAS, the CITY wishes to further amend the Agreement to include re-staking of trellis and curbs at a cost not-to-exceed one thousand one hundred twenty dollars (\$1,120.00) as described in the CONSULTANT'S Change Order Request dated July 28, 2012, and incorporated herein as Exhibit A to the Agreement by this Fourth Amendment; and

WHEREAS, the CITY wishes to further amend the Agreement to include re-calculating positions of curved walks and benches and re-staking of various areas at a cost not-to-exceed two thousand three hundred fifty dollars (\$2,350.00) as described in the CONSULTANT'S Change Order Request dated August 9, 2012, and incorporated herein as Exhibit B to the Agreement by this Fourth Amendment; and

WHEREAS, this total dollar amount of \$3,470.00 exceeds the ten percent (10%) contingency amount approved with the original Agreement; and

WHEREAS, on October 17, 2012, the City Council of the City of Moorpark approved additional funding for these construction survey 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:

CONSULTANT'S Scope of Services is amended to include the labor and materials required to:

- re-stake trellis and curbs as necessary per Extra Survey Services #19; and
- calculate positions of curved walks and benches at southeast portion of project, re-stake southeast entrance, various other curbs, stake walks at southeast and benches per Extra Survey Services #20.

The Scope of Services for the additional construction survey work are described in the CONSULTANT'S Extra Survey Services Requests dated July 28 and August 9, 2012 respectively, attached hereto and incorporated herein as Exhibits A and B to the Agreement by this Fourth Amendment.

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

CITY hereby increases the not-to-exceed amount of \$68,521.00 under this Agreement by \$3,470.00 to \$71,991.00.

III. Remaining Provisions

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CITY OF MOORPARK

JENSEN DESIGN AND SURVEY, INC.

By: _____
Steven Kueny
City Manager

By: _____
William T. Hurdle
Senior Licensed Land Surveyor

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Consultant’s Work Authorization dated July 28, 2012
Exhibit B – Consultant’s Work Authorization dated August 9, 2012

EXHIBIT A

JENSEN DESIGN & SURVEY, INC.

1672 Donlon Street
Ventura, CA. 93003

(805) 654-6977; (800) 676-1916

Direct Fax: (805) 633-2370

Work Authorization No. 2012.210

WORK AUTHORIZATION

Client: <u>City of Moorpark</u>	Date: <u>7/28/2012</u>
Contact: <u>Jeff Hammond</u>	Job Number: <u>MOO01.4897.001</u>
Location of Project: <u>Moorpark</u>	Task: <u>7CS</u>
Project Title: <u>RCHSC</u>	Dept Mgr Approval: <u>RAS</u>

This Work Authorization, consisting of this page is entered into by and between Client and Jensen Design & Survey, Inc. (JDS). Client hereby agrees to promptly pay all invoices presented by JDS pursuant to this work Authorization within 30 days. Client agrees to pay a monthly late payment charge, which will be the lesser of 1½ % or the maximum legal rate, applied to the unpaid balance commencing 30 days after the date of original billing. If Client fails to pay JDS within 60 days after invoices are submitted, JDS shall have the right to consider such default a material breach, and all work by JDS shall be suspended or terminated following written notice to Client. Client agrees to limit the liability of JDS, its' principals, employees and sub-consultants, to Client and to all contracts and subcontracts on the project, for any claim or action arising in tort. Contract, or strict liability, to the sum of \$50,000 or Jensen Design & Survey's fee, whichever is greater.

Start Date: 7/17/2012

Est. Completion Date 7/17/2012

DESCRIPTION OF WORK TO BE PERFORMED:

Extra #19 Restake Trellis and Curbs 2012-07-17

Exhibits: _____

CLIENT IS HEREBY ADVISED THAT JENSEN DESIGN SURVEY, INC. IS LICENSED BY THE STATE OF CALIFORNIA TO PROVIDE CIVIL ENGINEERING AND LAND SURVEYING SERVICES. SPECIFIC SERVICES WILL BE PERFORMED UNDER THE DIRECTION OF A LICENSED CIVIL ENGINEER OR LICENSED LAND SURVEYOR.

The undersigned hereby represents that he/she is duly authorized to act on behalf of Client and enter into a binding contract for the work described herein with Jensen Design & Survey, Inc

ESTIMATED COST: \$1120

(Please note that this cost is an estimate only and subject to change upon contract definitization)

Signed: _____ Date: _____
Print Name: _____ Title: _____

TERMS AND CONDITIONS:

Hourly

Client Billing Information:

Company City of Moorpark
Address: 799 Moorpark Avenue
Moorpark CA 93021-
Phone: (805)529-6864 Fax: (805)529-8270

JDS Use only:

Signature _____
Title: _____

EXHIBIT B

JENSEN DESIGN & SURVEY, INC.

1672 Donlon Street
Ventura, CA. 93003

(805) 654-6977; (800) 676-1916

Direct Fax: (805) 633-2370

Work Authorization No. 2012. 218

WORK AUTHORIZATION

Client: <u>City of Moorpark</u>	Date: <u>8/9/2012</u>
Contact: <u>Jeff Hammond</u>	Job Number: <u>MOO01.4897.001</u>
Location of Project: <u>Moorpark</u>	Task: <u>7CS</u>
Project Title: <u>Ruben Castro HSC</u>	Dept Mgr Approval: <u>RAS</u>

This Work Authorization, consisting of this page is entered into by and between Client and Jensen Design & Survey, Inc. (JDS). Client hereby agrees to promptly pay all invoices presented by JDS pursuant to this work Authorization within 30 days. Client agrees to pay a monthly late payment charge, which will be the lesser of 1½ % or the maximum legal rate, applied to the unpaid balance commencing 30 days after the date of original billing. If Client fails to pay JDS within 60 days after invoices are submitted, JDS shall have the right to consider such default a material breach, and all work by JDS shall be suspended or terminated following written notice to Client. Client agrees to limit the liability of JDS, its principals, employees and sub-consultants, to Client and to all contracts and subcontracts on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Jensen Design & Survey's fee, whichever is greater.

Start Date: 8/6/2012
Est. Completion Date 8/7/2012

DESCRIPTION OF WORK TO BE PERFORMED:

Calculate positions of curved walks & benches at SE portion of project, restake SE Entrance, various other curbs, stake walks at SE & benches

Exhibits: _____

CLIENT IS HEREBY ADVISED THAT JENSEN DESIGN SURVEY, INC. IS LICENSED BY THE STATE OF CALIFORNIA TO PROVIDE CIVIL ENGINEERING AND LAND SURVEYING SERVICES. SPECIFIC SERVICES WILL BE PERFORMED UNDER THE DIRECTION OF A LICENSED CIVIL ENGINEER OR LICENSED LAND SURVEYOR.

The undersigned hereby represents that he/she is duly authorized to act on behalf of Client and enter into a binding contract for the work described herein with Jensen Design & Survey, Inc

ESTIMATED COST: \$2350

(Please note that this cost is an estimate only and subject to change upon contract definitization)

Signed: _____ **Date:** _____
Print Name: _____ **Title:** _____

TERMS AND CONDITIONS:

Hourly

Client Billing Information:

Company City of Moorpark
Address: 799 Moorpark Avenue
Moorpark CA 93021-
Phone: (805)529-6864 **Fax:** (805)529-8270

JDS Use only:

Signature _____
Title: _____