

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

BY: Ky Spangler, Special Projects Consultant

DATE: November 20, 2012 (CC Meeting of 12/5/12)

SUBJECT: Consider Additional Funding for Landscape and Irrigation Changes and Amendment No. 3 to the Agreement with FYR Landscaping, Inc., dba Pierre Sprinkler and Landscape 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. FYR Landscaping, Inc. dba Pierre Sprinkler and Landscape (Pierre) was selected as the lowest responsive and responsible bidder for the landscaping and irrigation bid package and a construction agreement was executed on March 30, 2011.

Following bidding and contracting of the work, and a subsequent plan review promulgated by request for information from the contractor to Balfour-Beatty, the City requested changes to irrigation and planting specifications. Additionally, during the early course of construction, the City requested the contractor to perform a relocation of existing irrigation lines discovered during the construction of the emergency generator enclosure located in the Police Services Center parking lot. These changes totaled \$11,298.45 and are reflected in Amendment Nos. 1 and 2 issued to the contractor.

At the time the final landscaping inspection walk was conducted, the Parks and Landscape Manager requested various minor changes and additions to the landscaping installed by the contractor, including repairs of landscaping in the Spring Road median due to the Spring Road storm drain construction. The cost for the materials and labor

associated with the City-initiated changes totaled \$3,468.00. A recap of the original contract and amendments issued to date is provided below:

| | |
|---|----------------------|
| <u>Original Contract</u> | \$ 118,500.00 |
| Amendment No. 1 | \$ 7,932.24 |
| Amendment No. 2 | <u>\$ 3,366.21</u> |
| Current Agreement Amount | \$ 129,798.45 |
| <u>Amendment No. 3</u> | |
| Revised landscape material, labor & equipment | <u>\$ 3,468.00</u> |
| Revised Agreement Amount | \$ 133,266.45 |

Currently there is \$551.55 in contingency available under Pierre's contract. The cost for the additions, revisions, and associated labor and materials is \$3,468.00, which exceeds the available contingency by \$2,916.45. Therefore staff is seeking the approval of this additional amount.

FISCAL IMPACT

The Fiscal Year 2012/2013 Capital Improvement budget for the Ruben Castro Human Services Center (Fund 5020) is \$13,770,119. To date \$12,017,801 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 (ROLL CALL VOTE)

Approve additional funding in the amount of \$2,916.45 for landscape and irrigation changes and additions requested by the City of Moorpark for the Ruben Castro Human Services Center and authorize the City Manager to execute Amendment No. 3 in the amount of \$3,468.00 to FYR Landscaping, Inc., subject to final language approval of the City Manager and City Attorney.

Attachment 1: Amendment No. 3 to FYR Landscaping, Inc.

**THIRD AMENDMENT TO AGREEMENT 2011-093
FOR BID PACKAGE #3 – LANDSCAPING AND IRRIGATION
AT THE RUBEN CASTRO HUMAN SERVICES CENTER**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR BID PACKAGE #3 – LANDSCAPING AND IRRIGATION (“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 FYR Landscaping, Inc., a California corporation, dba Pierre Sprinkler & Landscape, hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, on March 30, 2011, the CITY and the CONTRACTOR entered into an Agreement for landscaping and irrigation work for the Ruben Castro Human Services Center; and

WHEREAS, on October 10, 2011, the CITY and the CONTRACTOR executed a First Agreement for landscaping and irrigation work at a cost not-to-exceed seven thousand nine hundred thirty-two dollars and twenty-four cent (\$7,932.24) for the Ruben Castro Human Services Center; and

WHEREAS, on October 29, 2012, the CITY and the CONTRACTOR executed a Second Agreement for landscaping and irrigation work at a cost not-to-exceed three thousand three hundred sixty-six dollars and twenty-one cents (\$3,366.21) for the Ruben Castro Human Services Center; and

WHEREAS, the CITY wishes to further amend the Agreement to include field landscape revisions requested by the City at a cost not-to-exceed three thousand four hundred sixty-eight dollars (\$3,468.00) as described in the Change Order dated September 29, 2012, and incorporated herein as Exhibit G to the Agreement by this Third Amendment; and

WHEREAS, this total dollar amount of \$3,468.00 exceeds of the ten percent (10%) contingency amount approved with the original Agreement; and

WHEREAS, on December 5, 2012, the City Council of the City of Moorpark approved additional funding for these landscaping and irrigation 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 and materials required to:

- the addition of plants, shrubs, and delete or relocation of plant material and irrigation per the direction of the City's Parks and Landscape Manager and per Change Order Request 6 (3.04).

The Scope of Services for the installation of the additions, changes, and deletions are described in the CONTRACTOR'S Change Order Request dated September 29, 2012, attached hereto and incorporated herein as Exhibit G to the Agreement by this Third Amendment.

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

CITY hereby increases the not-to-exceed amount of \$129,798.45 under this Agreement by \$3,468.00 to \$133,266.45.

III. Remaining Provisions

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

CITY OF MOORPARK

FYR LANDSCAPING, INC.
dba Pierre Sprinkler and Landscape

By: _____
Steven Kueny
City Manager

By: _____
Joseph J. Lowden, III
President

ATTEST:

Maureen Benson, City Clerk

Exhibit G – Contractor's Change Order Request dated September 29, 2012



PSL Job #: 22241

To: Barnhart Balfour Beatty

From: Mike Moses

Attn: John Squillace Jr.

Pages: 1

Email: jrsquillace@barnhart-balfourbeatty.com

Date: 09/29/12

Project: Ruben Castro

Change Order Request #: 6

Subject: T&M work to relocate trees, adding shrubs, and relocate main line with proposed valves due to sidewalk adding. T&M work performed on 09/20/2012. See attached tickets.

| Description | Qty | Unit | Unit Price | Extended |
|---------------------------------------|-----|------|------------|-------------|
| LABOR | | | | |
| Labor on 09/20/2012 | 40 | Hrs | \$ 55.00 | \$ 2,200.00 |
| MATERIAL | | | | |
| 1 Gal Rosmarinus o. 'Huntington Blue' | 60 | EA | \$ 3.10 | \$ 185.96 |
| Mulch | 5 | CY | \$ 33.71 | \$ 168.56 |
| PVC pipe | 1 | LS | \$ 26.10 | \$ 26.10 |
| PVC fittings | 1 | LS | \$ 10.88 | \$ 10.88 |
| EQUIPMENT | | | | |
| Crew Truck | 1 | Day | \$ 95.00 | \$ 95.00 |
| Delivery Mulch | 1 | EA | \$ 285.00 | \$ 285.00 |

| | | |
|------------|------------------|--------------------|
| | Subtotal | \$ 2,971.50 |
| | Sales Tax | Incld |
| 15% | Markup | \$ 445.73 |
| | Bond | \$ 51.26 |
| | TOTAL | \$ 3,468.00 |

Respectfully

Mike Moses
Project Manager

CHANGE ORDER WORK AGREEMENT

| | |
|-----------------------------------|-------------------------|
| Project Name: <u>RUBEN CASTRO</u> | Job # <u>22241</u> |
| Contractor: | Date: <u>9-20-12</u> |
| Attention: | Time Extension in Days: |

Description of Work:

| | |
|---|--|
| <u>RELOCATE TREE, ADD 60-1g ROSEMARY.</u> | **The intention of this document is to expedite any extra work in a timely manner. |
| <u>REMOVES GROUND COVER AND GRADING</u> | |

| NAME | HOURS | NOTES |
|----------------------|--------------|-------|
| <u>MARCOS CRIZCO</u> | <u>8 hrs</u> | |
| <u>JESUS SANCHEZ</u> | <u>8 hrs</u> | |
| <u>ESCAR DIAZ</u> | <u>8 hrs</u> | |
| | | |
| | | |

EQUIPMENT USED (circle equipment used)

| | | | | | |
|------------|---------------|----------|------------|---------|-----------|
| BOBCAT | COMPACTOR | TRENCHER | SKIPLOADER | BACKHOE | REACHLIFT |
| DUMP TRUCK | WATER TRAILER | VEHICLE | MISC. | | |

| Irrigational Material | | Plant Material | | Misc. Items: | |
|-----------------------|-------|----------------|-------|--------------------|----------|
| Pipe | QTY | 1 gal | 60 | Sod | Sq. Ft. |
| 3/4" | _____ | _____ | _____ | _____ | _____ |
| 1" | _____ | _____ | _____ | _____ | _____ |
| 1 1/4" | _____ | _____ | _____ | Mulch | _____ |
| 1 1/2" | _____ | _____ | _____ | C.Y.'s | <u>5</u> |
| Other | _____ | _____ | _____ | DG / Sand / Gravel | _____ |
| Valves | _____ | _____ | _____ | Tons | _____ |
| Wire | _____ | Groundcover | _____ | _____ | _____ |
| Pop-up head | _____ | Sod | _____ | _____ | _____ |
| Roter head | _____ | Misc. | _____ | _____ | _____ |
| Misc. | _____ | Misc. | _____ | _____ | _____ |

The undersigned Contractor approves the foregoing Change Order Work (COW) as to changes, if any, and the amount and terms specified on this document is non-negotiable for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said (COW), and agrees to stated terms on this document which supersedes any other contract documents. Contractor agrees to pay in full any work included in the Change Order Work within 45 days of said work. It is understood that said (COW) shall be effective when said work is started and to be paid in full for any work that has been started and or completed.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Trade Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

| | | | |
|--------------------------------|------------------------|----------------------|---------------------|
| Contractor: <u>[Signature]</u> | Signature/Printed Name | Title | Date <u>9-20-12</u> |
| Pierre: <u>[Signature]</u> | Signature/Printed Name | Title <u>Foreman</u> | Date <u>9/20/12</u> |



www.pierresprinkler.com

612 South Myrtle Ave.
Suite 100
Monrovia, CA 91016
(626) 239-3927 Office
(626) 239-3941 Fax

CHANGE ORDER WORK AGREEMENT

| | |
|-----------------------------------|-------------------------|
| Project Name: <u>RUBEN CASTRO</u> | Job # <u>22241</u> |
| Contractor: | Date: <u>9-20-12</u> |
| Attention: | Time Extension in Days: |

Description of Work:

| | |
|---|---|
| <u>RELOCATE MAIN LINES & VALVES WEST SIDE OF BLDG</u> | **The intention of this document is to expedite any extra work in a timely manner. |
| <u>DUE TO SIDEWALK ADDING</u> | |
| <u>WORK DONE AS DIRECTED BY JEFF</u> | |

| NAME | SUPERHOURS | NOTES |
|--------------------------|--------------|-------|
| <u>JOSE P. HERNANDEZ</u> | <u>8 hrs</u> | |
| <u>ABEL VAZQUEZ</u> | <u>8 hrs</u> | |
| | | |
| | | |
| | | |
| | | |

EQUIPMENT USED (circle equipment used)

| | | | | | |
|-------------------------------------|--|-----------------------------------|-------------------------------------|----------------------------------|------------------------------------|
| <input type="checkbox"/> BOBCAT | <input type="checkbox"/> COMPACTOR | <input type="checkbox"/> TRENCHER | <input type="checkbox"/> SKIPLoader | <input type="checkbox"/> BACKHOE | <input type="checkbox"/> REACHLIFT |
| <input type="checkbox"/> DUMP TRUCK | <input type="checkbox"/> WATER TRAILER | <input type="checkbox"/> VEHICLE | <input type="checkbox"/> MISC. | | |

| Irrigational Material | | Plant Material | | Misc. Items: | |
|-----------------------|-------|----------------|-------|--------------------|---|
| Pipe | QTY | | | | |
| 3/4" | _____ | 1 gal | _____ | Sod | <u>SIDEWALK</u> <u>Q</u> <u>SPRINKLES</u> |
| 1" | _____ | 5 gal | _____ | Sq. Ft. | |
| 1 1/4" | _____ | 15 gal | _____ | Mulch | |
| 1 1/2" | _____ | 24" box | _____ | C.Y.'s | |
| Other | _____ | 36" box | _____ | DG / Sand / Gravel | |
| Valves | _____ | Palm | _____ | Tons | |
| Wire | _____ | Groundcover | _____ | | |
| Pop-up head | _____ | Sod | _____ | | |
| Roter head | _____ | Misc. | _____ | | |
| Misc. | _____ | Misc. | _____ | | |

The undersigned Contractor approves the foregoing Change Order Work (COW) as to changes, if any, and the amount and terms specified on this document is non-negotiable for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said (COW), and agrees to stated terms on this document which supersedes any other contract documents. Contractor agrees to pay in full any work included in the Change Order Work within 45 days of said work. It is understood that said (COW) shall be effective when said work is started and to be paid in full for any work that has been started and or completed.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Trade Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

| | | | |
|--------------------------------|------------------------|-----------------|-----------------------------------|
| Contractor: <u>[Signature]</u> | Signature/Printed Name | Title | Date: <u>9-27-12</u> |
| Pierre: <u>[Signature]</u> | Signature/Printed Name | <u>FORERMAN</u> | Title: _____ Date: <u>9-20-12</u> |

Squillace, John Jr

From: Jeremy Laurentowski [JLaurentowski@ci.moorpark.ca.us]
Sent: Friday, October 05, 2012 10:40 AM
To: Squillace, John Jr; Allen Walter
Cc: Kuykendall, Dennis
Subject: RE: T&M COR#06 plant installation and irrigation modification

I am fine with this. Thank you.

From: Squillace, John Jr [mailto:jrsquillace@balfourbeattyus.com]
Sent: Friday, October 05, 2012 10:33 AM
To: Jeremy Laurentowski; Allen Walter
Cc: Kuykendall, Dennis
Subject: FW: T&M COR#06 plant installation and irrigation modification

Jeremy,

I wanted to send you a copy of Pierre's Change Order Request for the added plant and shrub material by the police station per your request for approval. Let me know if you should have any questions or concerns, otherwise Balfour Beatty will proceed with processing this into a Change Order to the City of Moorpark.

Thank You,

John Squillace Jr | Project Engineer, LEED Green Assoc., CMIT, CISEC, QSP
office: 805.523.0015 | mobile: 805-607-3637 | email: jrsquillace@balfourbeattyus.com
Balfour Beatty Construction | 612 Spring Rd., Moorpark Ca 93021 | www.balfourbeattyus.com
Connect with us: [Facebook](#) | [Twitter](#) | [YouTube](#) | [LinkedIn](#)
Proud to be one of FORTUNE magazine's 100 Best Companies to Work For—three years in a row!

From: Mike Moses [mailto:mikem@pierresprinkler.com]
Sent: Monday, October 01, 2012 9:32 AM
To: Squillace, John Jr
Subject: T&M COR#06 plant installation and irrigation modification

John,

Please find the attached COR for you review and approval. The tickets are also included for reference.

Thanks,

Mike Moses
Project Manager
Pierre Sprinkler and Landscape
Cell (626) 391-3945
612 S. Myrtle Ave., Ste.100, Monrovia, CA 91016
www.pierresprinkler.com

