



REPORT TO THE CITY COUNCIL

March 24, 2009

AGENDA ITEM NO.	1 F
COUNCIL MEETING	March 24, 2009
<u>APPROVED BY</u>	
<u>DEPARTMENT DIRECTOR</u>	
CITY MANAGER	

FROM: PATRICK N. WIEMILLER, Director
Public Works Department

BY: EFREN BAÑUELOS, Assistant Director
Public Works Department, Capital Management Division

MARK JOHNSON, Project Manager
Public Works Department, Capital Management Division

SUBJECT: APPROVE AN AMENDED AGREEMENT WITH SMITH IWANAGA MILHOUS ARCHITECTS FOR A TOTAL FEE OF \$5,000.00 FOR ADDITIONAL ARCHITECTURAL SERVICES FOR RE-DESIGN OF THE CONCRETE WALLS IN THE RANGE TO TILT-UP IN PHASE I REGIONAL PUBLIC SAFETY TRAINING VILLAGE (COUNCIL DISTRICT 3)

KEY RESULT AREA

One Fresno

RECOMMENDATION

Staff recommends that the City Council grant the Public Works Director or his designee the authority to amend and sign an agreement with Smith Iwanaga Milhous (S.I.M.) Architects for an additional \$5,000.00. This sum will allow re-design of the proposed concrete range walls to tilt-up concrete walls. This proposal results in a construction costs savings of \$100,000.00.

EXECUTIVE SUMMARY

On December 11, 2008, City Council approved an agreement with S.I.M. Architects for architectural services in the amount of \$706,583.00 to produce construction documents for Phase I Regional Public Safety Training Village. The City and Consultant entered into an Agreement, dated January 31, 2008, for the design of plans and general construction contract documents for Phase I of the Regional Public Safety Training Village. The City approved the design criteria of cast in-place concrete range walls at the completion of the Design Development Phase (60% design completion) of the agreement. To date the Consultant completed 95% of the Construction Document Phase of the Agreement. The City is changing the design criteria which modifies the scope of consultant services, therein, by requiring additional services to redesign a monolithic cast in place concrete range walls to a tilt-up range walls with an approximate cost savings during construction of \$100,000.00 to the City of Fresno.

The initial contract amount was for \$706,583.00 with S.I.M. Architects. Approval of this amended agreement will allow the Public Works Department to amend the original agreement with S.I.M. Architects for an additional total fee not to exceed \$5,000.00. This would bring the total cost of the agreement to \$711,583.00 and will allow the Public Works Department to move forward with the completion of the construction documents.

KEY OBJECTIVE BALANCE

This Amendment to the project will address the key component of prudent Financial Management in conjunction with Customer and Employee Satisfaction. The amended construction documents, specifications and drawings will set forth the requirements for the construction and bidding of the redesigned range walls. The subcontractor will provide detailed illustrations, description of work to be done and materials, workmanship, finish, equipment and other further essentials which are appropriate to the architectural and structural elements of the proposed structure.

BACKGROUND

A Request for Proposal (RFQ) was issued on September 15, 2006, to solicit interested architectural firms to assist in the development of a Master Plan and phased development of this facility. After performing consultant interviews, S.I.M. Architects Fresno, California, was selected. The initial scope of the project was for \$64,000.00 for the Master Plan and obtaining a Conditional Use Permit.

On November 27, 2007, Council approved the 51st amendment to Annual Appropriation Resolution No. 2007-214, which provides \$12 million dollars to construct Phase I of the Fresno Police Department Regional Public Safety Training Facility.

On December 11, 2008, City Council approved an agreement with S.I.M. Architects for architectural services in the amount of \$706,583.00 to produce construction documents for Phase I Regional Public Safety Training Village. The City and Consultant entered into an Agreement, dated January 31, 2008, for the design of plans and general construction contract documents for Phase I of the Regional Public Safety Training Village. The City approved the design criteria of cast in-place concrete range walls at the completion of the Design Development Phase (60% design completion) of the agreement. To date the Consultant completed 95% of the Construction Document Phase of the Agreement. The City is changing the design criteria which modifies the scope of consultant services, therein, by requiring additional services to redesign a monolithic cast in place concrete range walls to a tilt-up range walls with an approximate cost savings during construction of \$100,000.00 to the City of Fresno.

The initial design contract amount was awarded for \$706,583.00 to S.I.M. Architects for architectural services. Approval of this amended agreement will allow the Public Works Director or his designee to amend the original agreement with S.I.M. Architects for an additional total fee not to exceed \$5,000.00. This would bring the total cost of the agreement to \$711,583.00 and will allow the Public Works Department to move forward with the completion of the construction documents. The City of Fresno will see an approximate cost savings of \$100,000.00 during construction due to the re-design of the range walls. No additional days will be added to the Agreement to complete the work, herein.

FISCAL IMPACT

The S.I.M Architects original contract price is \$706,583.00 to produce construction documents for a new Regional Public Safety Training Facility for the Police Department. The re-design fee of \$5,000.00 would bring the total cost of the agreement to \$711,583.00. The Public Safety Impact Fees can be used to pay for the development of the construction documents.

FISCAL IMPACT STATEMENT

PROGRAM: DC00002 – POLICE REGIONAL TRAINING CENTER

<u>RECOMMENDATION</u>	<u>TOTAL OR CURRENT</u>	<u>ANNUALIZED COST</u>
Direct Cost	<u>\$711,583.00</u>	
Indirect Costs: <i>Contract management, design coordination, etc., (estimated)</i>	<u>\$1,354,788.00</u>	
TOTAL COST	<u>\$2,066,371.00</u>	
Additional Revenue or Savings Generated	<u>-0-</u>	
Net City Cost	<u>-0-</u>	
Amount Budgeted (If none budgeted, identify source):	<u>\$2,066,371.00</u>	

Indirect cost consists of the following:

Construction Engineering (Harris Construction)	\$862,500
Project Management	\$30,000
Reimbursable expenses (Harris Construction)	\$452,288
Misc.	<u>\$10,000</u>
Total	<u>\$1,354,788</u>

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this _____ day of March, 2009, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY", and SMITH IWANAGA MILHOUS ARCHITECTS, A PROFESSIONAL CORPORATION, a California professional corporation dba S.I.M. Architects (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated January 31, 2008, for the design of plans and general construction contract documents for Phase I of the Regional Public Safety Training Village, hereinafter referred to as "Agreement;" and

WHEREAS, CONSULTANT has complete 95% of the Construction Document Phase of the Agreement; and

WHEREAS, CITY now desires to modify the scope of services, therein, by requiring the additional services described in Attachment A.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in Attachment A, attached hereto and incorporated herein by reference. Such additional services require no additional days under the Agreement to complete the services herein. The additional services will be performed under the schedule originally set by the Agreement.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$5,000.00.

3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated January 31, 2008, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

SMITH IWANAGA MILHOUS,
ARCHITECTS, A PROFESSIONAL
CORPORATION, a California professional
corporation dba S.I.M. Architects

Efren Bañuelos,
Assistant Public Works Director

By: [Signature]
Name: JOHN SMITH
Title: CFO

ATTEST:

REBECCA E. KLISCH
City Clerk

By: _____

Name: _____

Title: _____

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

REVIEWED BY:

By: [Signature] 7/2/09
Nancy A. Alder Date
Senior Deputy

[Signature] (908)
Mark M. Johnson
Project Manager

Attachment A
SCOPE OF SERVICES
AMENDMENT #1

Fresno Police Regional Public Safety Training Village

This amendment will provide a complete redesign of the range wall systems. The range wall systems will be redesigned from a monolithic cast in place concrete range walls to a tilt up range walls with an approximate cost savings of \$100,000 to the City of Fresno.

I. SCOPE OF WORK

- A. Preparation of construction documents, specifications and drawings which will set forth the requirements for the construction and bidding of the redesigned range walls. Documents shall illustrate in detail and prescribe the work to be done and the materials, workmanship, finishes, equipment and such further essentials as may be appropriate for architectural and structural elements of the proposed structure. Services also include civil engineered drawings (grading, drainage, utility) and landscape drawings.
- B. Review of shop drawings, product data and samples as requested by contractor, but only for conformance with the design concept. Review of shop drawings, product data and samples shall not include review of dimensions, quantities, calculations, weights, fabrications process, construction means and methods, coordination of trades or safety factors.
- C. Assisting Owner in filing required documents for approval by governmental authorities and submission of construction documents for City Plan Check (back-checking these plans for approval as pre-requisite of contractor obtaining a building permit). Owner shall pay all fees (plan check, permits, etc.).
- D. The Architect shall advise and consult with the Owner during construction until final payment to the Contractor is due. The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with progress and quality of work completed and its compliance with construction documents.

II. SCHEDULE

- A. No additional days will be added to the Agreement to complete the work herein. The schedule originally set by the Agreement is attainable.

III. FEE

Subject to prior written request of Owner and Section 3(d) of the Agreement, any additional work not specifically set forth and/or any work not customarily performed by the architect to further the basic services set out in Paragraph 1 herein above at the following rate schedule:

Principal Architect	\$150.00/hr.	Cad Tech	\$85.00/hr.
Structural Engineer	\$165.00/hr.	Clerical	\$65.00/hr.

S.I.M. Architects will provide the above Scope of Services based on hourly-not-to-exceed the amount of **\$5,000.00**.