



## REPORT TO CITY COUNCIL

**Approved by:**

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** November 18, 2020

**Agenda Item Number:** D-2

**SUBJECT:**

Acceptance of Fire Station No. 58 and Amendments to Related Consultant Agreements with RRM Design Group, Inc. and Moore Twining Associates, Inc.

**RECOMMENDATION:**

Adopt Resolutions:

1. Amending the Agreement with RRM Design Group, Inc., for Professional Architectural and Engineering Services Relating to Extra Services and Additional Amount Not to Exceed \$17,800; and,
2. Amending the Agreement with Moore Twining Associates, Inc. for Testing Services Relating to Extra Services and Additional Amount not to Exceed \$12,811.50; and,
3. Adopt a Minute Order Approving:
  - a. Acceptance of the Fire Station No. 58, City Project NO. FD-00002 Fire Station Construction Northwest;
  - b. The Filing of Notice of Completion; and
  - c. The release of retention funds.

**SUMMARY:**

Fire Station No. 58, the City's third, consists of an 8,933 square foot building with apparatus bays for three fire engines. The station includes a reception area, staff offices, sleeping quarters, kitchen, dining room and a day room. Construction of the station has been completed and staff is recommending that the Council accept the station, thereby allowing final payment to its vendors.

**DISCUSSION:**

**1. Amendment to Agreement with RRM Design Group, Inc.**

On September 20, 2017, the City Council (Council) approved an agreement with RRM Design Group, Inc. in the amount of \$455,008 for the design and construction services for the new fire station. Due to unforeseen circumstances, the construction of the station extended beyond the initial schedule and RRM Design Group has submitted requests for additional architectural services rendered. While some of the delay may be attributed to inclement weather experienced at the onset of project and the COVID-19 pandemic and its effect on contractor labor forces and the delivery of materials to the job site, other issues arose. Table 1 provides a synopsis of some of the items.

<b>Table 1: Additional design and construction services rendered by RRM Design Group</b>	
<i>Task</i>	<i>Summary of services</i>
5.1	<i>Furniture Selection and Specifications:</i> Selection of furniture for station interiors consisting of reception area, staff offices, kitchen and dining room, sleeping quarters and day room.
5.2	<i>Procurement and Installation Coordination:</i> Review schematic interior design, coordinate technical specifications, coordinate with construction documents, coordinate with furniture suppliers and review of purchase orders.
5.3	<i>Communication Plan Revisions:</i> Revise architectural and electrical drawings as required to document design changes to accommodate new fire station alerting alarm, radio, wireless and security requirements provided by Cal Fire and system representatives.
5.4	<i>Trellis Footing Design and Calculations:</i> To provide additional architectural and structural details and calculations for the exterior trellis foundation elements in support of anticipated reductions in size and at a savings in cost.
5.5	<i>Extended Construction Administration:</i> Due to the extended construction period (including Covid-19 related impacts) and City request for additional construction services to complete the project through the month of March.
5.6	<i>Extended Construction Administration:</i> Due to the extended construction period (including Covid-19 related impacts) and City request for additional construction services for completion of change order items through the month of October.
5.7	<i>Extended Construction Administration:</i> Due to the extended construction period to complete change order items and punch lit items extending the project through Council acceptance of project on November 18, 2020.

Staff has reviewed the items and concurs with the additional services. Included in the Amendment to Agreement, are the Architectural and Engineering services estimated expenses for services performed by RRM are a total of \$17,800. Funds for the RRM Amendment to Agreement are available from the Inspection and Construction Management cost savings for the project.

**2. *Amendment to Agreement with Moore Twining Associates, Inc.***

At its October 17, 2018 meeting, the Council approved a contract with Moore Twining Associates, Inc., for On-Demand Testing Services in the amount of \$38,500.

During the construction of the station, additional testing and inspection were performed than what was originally envisioned. More specifically, additional testing and inspection were performed for steel compliance, required welding, concrete block and mortar inspections, building concrete floors with rebar, compaction testing of fill and subgrade, and concrete strength testing. This testing resulted in an increase in the agreement with Moore Twining Associates, Inc. in the amount of \$12,811.50.

As a result, the total cost of required testing exceeded the original estimated testing amount for the project.

**3. *Acceptance of Fire Station No. 58 Construction Project***

At its October 17, 2018 meeting, the Council awarded a contract to Davis Moreno Construction, Inc., (Contractor) for the Project in the amount of \$6,568,364.60. The Contractor has completed the project in accordance with the plans and specifications and according to approved change orders necessary to complete the project.

The City's Building Division provided building inspections for compliance with the Building Code, building permit and requirements for occupancy. The City Engineering Department provided construction management for the overall project and performed construction inspections as required for onsite and offsite civil engineering required construction.

Fire Station No. 58 consists of an 8,933 square foot building with apparatus bays for three fire engines. The station includes a reception area, staff offices, sleeping quarters, kitchen, dining room and a day room. The building is ADA compliant. The Project included installation of PG&E, AT&T, and Comcast service connections along with sewer, water and storm drainage to serve the facility.

The project Architect, RRM Design Group, Inc., along with various design disciplines provided preliminary inspections for compliance with project plans and specifications. Preliminary and final punch lists were provided to the contractor. All parties agree that the project can be accepted by the Council and a "Notice of Completion" recorded.

## CONSTRUCTION CONTRACT CHANGE ORDERS:

The final progress payment, less the retention amount of five percent, has been processed. The original contract amount was \$6,568,364.60.

Three Construction Change Orders (CCO's) were necessary to complete the project at a total cost \$609,956.40. Change orders have been processed for additional construction items and fire station equipment that are necessary to complete construction and necessary for the fire station operations. Consultant charges are not addressed as part of CCOs. The total project construction cost after accounting for the original construction contract amount and contingencies is \$7,178,321.00. This amount is less than the total budgeted amount of \$7,225,201 when considering construction original construction contract amount and allowable contingencies.

Change orders are funded by the 10 percent project contingency approved by Council with the award of project on October 17, 2018.

Table 2 provides a summary of Contract Change Orders.

<b>Table 2: Contract Change Orders (CCO)</b>		
<b>CCO</b>	<b>Item Description</b>	<b>Amount</b>
1	<i>CCO No. 1, Additive</i> Includes changes to trellis foundations, upgrade storefront door, install site fire line & hydrant, install drain, upgrade site sewer, provide roof exhaust, provide SCBA unit & air tanks, provide changes to low voltage and communication system, provide hose drying rack, provide power to south gate operator, upgrade refrigerator, modify monument wall, provide fueling pedestal & step platform, changes to interior painting scheme, electrical changes, additional concrete, and other miscellaneous adjustments.	\$390,859.73
2	<i>CCO No. 2, Additive</i> Includes addition of ice machine, change fire station floor to terrazzo floor finish, install owner provided security cameras, provide fence screen, modify signage, provide detox unit, install firehose connections, electrical items, necessary design changes, other miscellaneous adjustments.	\$191,262.78
3	<i>CCO No. 3, Additive</i> <ul style="list-style-type: none"><li>▪ CCR #043 R-1 - Add Terrazzo Flooring in Public Restroom #113</li><li>▪ CCR #044 - Add Dryer Exhaust Vent Per RFI #166</li><li>▪ CCR #045 R 2 - Add Monument Pedestal Per ASI #9</li><li>▪ CCR #046 - Install Exercise Racks (2) &amp; Install TV wall Mounts (3)</li></ul>	\$27,833.89
<b>Total contract change order amount</b>		<b>\$609,956.40</b>

**FINANCIAL IMPACT:**

Construction costs for Fire Station No. 58, including providing required equipment and furnishings is funded from Measure K revenues allocated to Fire Protection. Pursuant to the funding strategy previously approved by Council on October 17, 2018, funding was approved for construction of the project including a 10 percent contingency and funding as seen in Table 2 below for construction and full operation of the Fire Station. Bonds in the amount of \$4,500,00 were issued to cover costs not funded by Measure K.

As displayed in Table 2, the overall project including all components of construction is below budget. Some cost components within Other Miscellaneous Contract Costs are substantially less than originally budgeted. This is because many of those items were funded using Contract Construction Contingency.

<b>Table 2: Construction Project Funding as Approved on October 17, 2018</b>		
<i>Construction and Related Costs</i>	<i>Budgeted</i>	<i>Remaining</i>
Low Bid Amount:	\$6,568,365	\$0.00
Contract Construction Contingency (10%)	\$656,836	\$46,880
Construction Inspection & Management (5%)	\$328,418	\$150,000
QA (Quality Assurance) Project Testing Services	\$35,000	\$0.00
<i>Subtotal: Construction Contract Cost</i>	<i>\$7,588,619</i>	<i>\$196,880</i>
<i>Other Miscellaneous Development Costs (Estimated)</i>		
Dry Utilities (ATT & PGE)	\$80,000	\$0.00
Fire Station Equipment & Furnishings	\$250,000	\$176,000
Personnel Protective Equipment (turnouts)	\$50,000	\$0.00
Communications Equipment	\$175,000	\$155,000
Contingency for Misc. Items (15%)	\$75,750	\$46,000
<i>Subtotal: Other Miscellaneous Development Costs (Estimated)</i>	<i>\$580,750</i>	<i>\$377,000</i>
Overall Project Budget/Remaining:	\$8,219,369	\$573,880

There is no fiscal impact to the City’s General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The 2025 Action Plan includes Strategy #421: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain adequate resources to expand protection as the community grows.

**ALTERNATIVES:**

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project.

Rejection of the Notice of Acceptance which will affect compliance with the Project's Construction Contract requirement to close the project and release the retention.

**ATTACHMENTS:**

1. Resolution - Approving Amendment to Agreement with RRM Design Group, Inc.
  - a. Exhibit A to Resolution (Amendment including Attachment 1 thereto)
2. Resolution - Approving Amendment to Agreement with Moore Twining Associates, Inc.
  - a. Exhibit A to Resolution (Amendment including Attachment 1 thereto)
3. Notice of Completion
4. Project Pictures (5)

**ATTACHMENT 1**

Resolution No. 20\_\_\_\_\_

Amendment to Agreement with RRM Design Group, Inc.

**RESOLUTION NO. 20-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AMENDMENT TO AGREEMENT WITH RRM  
DESIGN GROUP, INC. FOR PROFESSIONAL ENGINEERING DESIGN  
SERVICES RELATING TO EXTRA SERVICES AND ADDITIONAL AMOUNT NOT  
TO EXCEED \$17,800**

**WHEREAS**, on September 20, 2017, the City Council adopted Resolution No. 17-149 approving an agreement with RRM Design Group in the amount of \$17,800; and

**WHEREAS**, thereafter the City Council adopted Resolution No. 17-149 consenting to assignment of the agreement to RRM Design Group, Inc.; and

**WHEREAS**, the agreement with RRM Design Group included an amount of \$40,000 for additional Architectural services required for the; and

**WHEREAS**, RRM Design Group, Inc. has requested additional compensation for professional engineering design services incurred during the construction of the Fire Station No. 58 in the amount of \$17,800; and

**WHEREAS**, City Staff has reviewed the request and the scope of additional services and concurs that the additional amount of compensation is justified.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA**, resolves as follows:

1. The above recitals are true and correct.
2. The Council approves the Amendment to Agreement with RRM Design Group, Inc. Relating to Extra Services and Additional Amount Not to Exceed \$17, 800 ("Amendment"). A copy of the Amendment is attached hereto as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*



**EXHIBIT A**  
**AMENDMENT TO AGREEMENT BETWEEN CITY OF MADERA AND RRM DESIGN GROUP, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR CONSTRUCTION OF FIRE STATION RELATING TO EXTRA SERVICES AND ADDITIONAL AMOUNT NOT TO EXCEED \$17,800.**

This Amendment to Agreement for Professional Engineering Design Services for Construction of a Fire Station is entered between the City of Madera, a municipal corporation of the State of California, hereinafter called "**CITY**", and RRM Design Group, Inc., hereinafter called "**ARCHITECT**".

**RECITALS**

**WHEREAS**, CITY and RRM Design Group entered into agreement dated September 20, 2017 for Construction of a Fire Station, hereinafter called "the Project"; and

**WHEREAS**, pursuant to a request for consent of assignment, the City Council adopted Resolution No. 17-149 consenting to the assignment of the Agreement from RRM Design Group to RRM Design Group, Inc. (ARCHITECT); and

**WHEREAS**, during the course of performance of the Agreement extra work was required and agreed to by the Parties;

**WHEREAS**, CITY and ARCHITECT wish to amend the Agreement to increase compensation for the extra work.

**AGREEMENT**

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

SECTION 1. Section 8 of the Agreement titled "Extra Services" provides that Extra Services may be requested by CITY with a cap of \$40,000.00 for such Extra Services. The parties agree that CITY has requested Extra Services exceeding the cap. The Extra Services and additional cost are outlined in Attachment 1 to this Agreement which is incorporated by reference. Based on this, the parties agree that Section 2 of Scope of Work shall include the Extra Work requested by CITY. The parties further agree that the cap in Section 8 of Agreement shall be increased by \$17,800.00.

SECTION 2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

SECTION 3. This Amendment to Agreement shall be effective upon full execution by both Parties.

**CITY OF MADERA**

**RRM DESIGN GROUP, INC.**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
Erik Justesen, CEO RRM Design Group  
015-292-3783  
\_\_\_\_\_  
Taxpayer I.D. Number

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

**ATTACHMENT 2**

Resolution No. 20\_\_\_\_\_

Amendment to Agreement with Moore Twining Associates, Inc.

**RESOLUTION NO. 20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AMENDMENT TO AGREEMENT WITH MOORE  
TWINING ASSOCIATES, INC. FOR PROFESSIONAL ON-DEMAND SERVICES  
FOR MATERIALS TESTING SERVICES RELATING TO EXTRA SERVICES AND  
ADDITIONAL AMOUNT NOT TO EXCEED \$12,811.50**

**WHEREAS**, on October 17, 2018, the City Council adopted Resolution No. 18-208 approving an agreement with Moore Twining Associates, Inc. in the amount of \$35,000; and

**WHEREAS**, the agreement with Moore Twining Associates, Inc. included a contingency of \$3,500; and

**WHEREAS**, Moore Twining Associates, Inc. has requested additional compensation for professional On-Demand Services for materials testing incurred during the construction of the Fire Station No. 58 in the amount of \$12,811.50; and

**WHEREAS**, the requested additional compensation is in addition to the contingency of \$3,500 approved by the Council on October 17, 2018; and

**WHEREAS**, City Staff has reviewed the request and the scope of additional services and concurs that the additional amount of compensation is justified.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA**, resolves as follows:

1. The above recitals are true and correct.
2. The Council approves the Amendment to Agreement with Moore Twining Associates, Inc. for Professional On-Demand Services for Materials Testing Services Relating to Extra Services and Additional Amount Not to Exceed \$12,811.50 ("Amendment"). A copy of the Amendment is attached hereto as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **EXHIBIT A**

### **AMENDMENT TO AGREEMENT BETWEEN CITY OF MADERA AND MOORE TWINING ASSOCIATES INC. FOR PROFESSIONAL ON-DEMAND SERVICES FOR MATERIALS TESTING SERVICES FOR FIRE STATION NO.58, CITY PROJECT NO. FD-00002 RELATING TO EXTRA SERVICES AND ADDITIONAL AMOUNT NOT TO EXCEED \$12,811.50.**

This Amendment to Agreement for Professional On-Demand Services for Materials Testing for Fire Station No. 58 is entered between the City of Madera, a municipal corporation of the State of California, hereinafter called "**CITY**", and Moore Twining Associates, Inc., hereinafter called "**Engineer**".

#### **RECITALS**

**WHEREAS**, CITY and Moore Twining Associates, Inc. entered into agreement dated October 17, 2018 for Fire Station No. 58, hereinafter called "the Project"; and

**WHEREAS**, during the course of construction extra work was required and agreed to by the Parties;

**WHEREAS**, CITY and Engineer wish to amend the Agreement to increase compensation for the extra work.

#### **AGREEMENT**

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

SECTION 1. Section 6 of the Agreement titled "Extra Services" provides that Extra Services may be requested by CITY with a cap of \$3,500 for such Extra Services. The parties agree that CITY has requested Extra Services exceeding the cap. The Extra Services and additional cost are outlined in Attachment 1 to this Agreement which is incorporated by reference. Based on this, the parties agree that Section 2 of Scope of Work shall include the Extra Work requested by CITY. The parties further agree that the cap in Section 6 of Agreement shall be increased by \$12,811.50.

SECTION 2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

SECTION 3. This Amendment to Agreement shall be effective upon full execution by both Parties.

**CITY OF MADERA**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

**MOORE TWINING & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Harry Moore, President  
94-1480968  
\_\_\_\_\_  
Taxpayer I.D. Number

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

**ATTACHMENT 3**

Notice of Completion

Recording Requested by:  
**City of Madera**

And When Recorded, Mail to:  
**City of Madera – City Clerk**  
**205 W. 4<sup>th</sup> Street**  
**Madera, CA 93637**

\_\_\_\_\_  
Space above this line for Recorder's Use  
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due \$ -0-

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera.**
3. The full address of the undersigned is **205 W. 4<sup>th</sup> Street, Madera, CA 93637.**
4. The nature of the title of the undersigned is: In fee \_\_\_\_\_  
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

<u>Name</u>	<u>Address</u>
_____	_____

6. A work of improvement on the property hereinafter described was completed on \_\_\_\_\_
7. The name of the original contractor, if any, for such work of improvement was: \_\_\_\_\_  
(If no contractor for work of improvements as a whole, insert "none".)

8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

<u>Name</u>	<u>Address</u>
_____	_____

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. The street address of said property is \_\_\_\_\_  
(If no street address has been officially assigned, insert "none".)

**(Signature of Owner named in Paragraph 2)**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Keith Brent Helmuth, P.E.  
City Engineer



**State of California**  
**County of Madera**

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

**(Signature of Officer)**

\_\_\_\_\_  
Keith Brent Helmuth, P.E.  
City Engineer

The notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

**State of California**  
**County of Madera**

Subscribed and sworn to (or affirmed) before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Alicia Gonzales  
City Clerk

**ATTACHMENT 4**

Project Pictures



Figure 1:



Figure 2:



Figure 3:



Figure 4:



Figure 5: