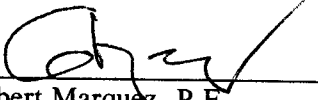


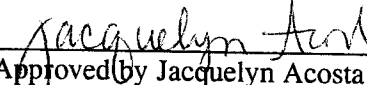


City of Carson Report to Successor Agency

October 1, 2013
Unfinished Business

SUBJECT: STATUS REPORT ON SUCCESSOR AGENCY MEMBER'S REQUEST FOR ADDITIONAL IMPROVEMENTS TO PROJECT NO. 1223: CARSON PARK MASTER PLAN: CONSIDERATION OF THE RECREATION AND HUMAN SERVICES DIVISION'S REQUEST FOR A RESTROOM AND CONSIDERATION OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WESTBERG AND WHITE, INC.


Submitted by Gilbert Marquez, P.E.
Acting Principal Civil Engineer


Approved by Jacquelyn Acosta
Acting City Manager

I. SUMMARY

This item is on the agenda at the request of Successor Agency Member Robles.

Attached as Exhibit No. 4, staff is providing the pros and cons regarding operating an afterschool Kids Club program in compliance with Title XXII State licensing regulations. At the September 17, 2013, Successor Agency meeting, the cost associated with and the location of the construction of a remote restroom was presented. After discussion, it was placed on hold for Agency members to consider the necessity of having an additional remote restroom (Exhibit No. 1).

Staff is also requesting the Carson Successor Agency (CSA) approve the Second Amendment to the Professional Services Agreement with Westberg and White, Inc., for the approved scope of work from the September 17, 2013, meeting for the additional professional services for a fee not-to-exceed \$35,600.00 (Exhibit No. 2) or a fee of not-to-exceed \$73,600.00 (Exhibit No. 3) if the Agency approves including the construction of a remote restroom building as part of the additional improvements for Project No. 1223: Carson Park Master Plan.

II. RECOMMENDATION

Take the following actions:

1. REVIEW and DISCUSS the pros and cons of having a licensed Kids Club Program at Carson Park.
2. APPROVE the Second Amendment to the Professional Services Agreement with Westberg and White, Inc., for the additional professional services needed to complete the construction documents for the approved additional improvements to project No. 1223: Carson Park Master Plan for a negotiated fee not-to-exceed \$35,600.00, if the Agency approves the changes to proceed, not including the construction of the additional remote restroom.

OR:

3. APPROVE the Second Amendment to the Professional Services Agreement with Westberg and White, Inc., for the additional professional services needed to complete the construction documents for the approved additional improvements to Project No. 1223: Carson Park Master Plan for a negotiated fee not-to-exceed \$73,600.00, if the Agency approves the changes to proceed, including the construction of the additional remote restroom.

III. ALTERNATIVES

TAKE another action the CSA deems appropriate.

IV. BACKGROUND

At the September 17, 2013, Carson Successor Agency meeting, the City's Capital Improvement Program, (CIP), Project No. 1223: Carson Park Master Plan, located at 21411 S. Orrick Avenue was presented. At this meeting, constructing a restroom which would meet the state license requirements for the Recreation and Human Services Division Kids Club program was discussed. The state of California provides regulations that must be followed in order to legally run the program. Per state regulations, the City is required to provide a separate restroom facility for the use of children enrolled in the program.

To satisfy this requirement, the Recreation and Human Services Division requested construction of an additional remote restroom facility at Carson Park. The inside restroom facility would be a staff-controlled facility and use of the inside restroom facility would be strictly for children enrolled in the program. The additional remote restroom would be available for use by the general public.

At the meeting, staff presented an additional restroom solution which would be to modify the existing restrooms to create two separate restrooms with two separate entrances for both men and women. This solution then brought up again the issue of the state requirements and the question of whether or not the City should provide a state-licensed childcare program at Carson Park.

After further discussion, Agency Member Robles requested staff to present the pros and cons of not having a licensed Kids Club program at Carson Park. (Exhibit No. 4)

On September 17, 2013, the CSA approved six out of seven listed additional improvements requested by Agency Member Robles and staff, and authorized staff to proceed with the preparation of plans, specifications, and cost estimates. However, at that same meeting, staff's recommendation to amend the contract with Westberg and White, Inc. (Westberg), to proceed with the preparation of the plans, specifications, and cost estimate for the additional improvements was never discussed or approved. As a result, staff is now requesting that the CSA

approve the Second Amendment to the Professional Services Agreement with Westberg in order to proceed with the completion of the contract documents. The estimated design and construction of the additional improvements are as follows:

Description of Work	Construction Cost	Design Cost
Additional seating in the amphitheater area	\$30,000.00	\$3,600.00
Installation of shade structures in the dugout	60,000.00	3,000.00
Installation of shade structures in the round picnic table area	9,000.00	2,000.00
Recycling water in the splash pad area	217,023.00	15,000.00
Installation of shade structure in the fountain area	75,000.00	10,000.00
Slurry sealing and striping of Carson Park pool parking lot	9,000.00	2,000.00
TOTAL	\$400,023.00	\$35,600.00

If the CSA approves the construction of the remote restroom building, the estimated design and construction cost of the restroom is approximately \$238,000.00 and the overall cost of all the additional improvements would be:

Construction Cost	\$600,023.00
Design Cost	\$ 73,600.00
Total	\$673,623.00

If the CSA approves a modification to the existing restrooms, staff will need to work with the consultant to determine the additional design and construction costs, and a third amendment to the Professional Services Agreement will be presented at the next meeting.

V. FISCAL IMPACT

The total construction bid amount for this improvement project is \$10,173,000.00, and the total cost of the professional services and contingency is now \$3,492,685.00. The salaries and the miscellaneous expenses to date are \$287,524.68; the total project cost is currently \$13,953,209.68. The total Agency bond funds available for this project are \$14,400,000.00. Compared with the total budget of \$14,400,000.00, the total cost of the project is under budget by \$446,790.32. The estimated cost of the proposed additional improvements could be as much as \$673,623.00, which exceeds the remaining available budget. However, no appropriation is being requested at this time until

October 1, 2013

the plans and specifications are completed by the architect and the actual construction bid is received from the contractor.

VI. EXHIBITS

1. Minutes, September 17, 2013, Item No. 5. (pg. 5)
2. Second Amendment to the Professional Services Agreement with Westberg and White, Inc without additional restroom. (pgs. 6-10)
3. Second Amendment to the Professional Services Agreement with Westberg and White, Inc with the additional restroom. (Pgs. 11-15)
4. Custodial and Non-Custodial Program Pros and Cons. (pg. 16)

Document1\\Carson_nas\\devsvrs\\ENGINEERING DIVISION\\PROJECTS\\1223 Carson Park Master Plan\\Agendas\\10-01-13 CSA PROJ. 1223_ADDITIONAL IMPROVEMENTS UPDATE_FINAL.doc

Prepared by: Gilbert Marquez, P.E., Acting Principal Civil Engineer

TO: Rev09-05-2013

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

Action taken by Successor Agency

Date_____ Action_____

ITEM NO. (5) STATUS REPORT ON A SUCCESSOR AGENCY MEMBER'S REQUEST FOR ADDITIONAL IMPROVEMENTS TO PROJECT NO. 1223: CARSON PARK MASTER PLAN; CONSIDERATION OF THE RECREATION AND HUMAN SERVICES DIVISION'S REQUEST FOR ADDITIONAL IMPROVEMENTS AT CARSON PARK; AND CONSIDERATION OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WESTBERG AND WHITE, INC. (PUBLIC WORKS)

RECOMMENDATION for the Successor Agency:

1. REVIEW and DISCUSS the requested additional work and the related cost estimate.

ACTION: The City Council, Successor Agency, and Housing Authority took the following actions as listed on pages 5 and 6 of the staff report:

Item No. 7: Continued

Item No. 6: Moved to approve \$11,000.00 on motion of Robles and seconded by Santarina by consensus.

Item No. 5: Moved to approve \$85,000.00 on motion of Santarina and seconded by Robles by consensus.

Item No. 4: Moved to approve \$232,023.00 on motion of Robles and seconded by Santarina with no irrigation by consensus.

Item No. 3: Moved to approve \$11,000.00 on motion of Robles and seconded by Santarina by consensus.

Item No. 2: Moved to approve \$63,000.00 on motion of Robles and seconded by Santarina by consensus.

Item No. 1: Moved to approve \$33,600.00 with no wing wall by consensus.

Acting City Manager/Agency Executive Director/Authority Executive Director Acosta stated that she would bring back the different options for funding.

EXHIBIT NO. 1



**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
PROJECT NO. 1223 – CARSON PARK MASTER PLAN
(Carson Successor Agency/Westberg and White, Inc.)**

This "Second Amendment to Professional Services Agreement for Project Construction Management and Inspection Services," ("Second Amendment"), is effective as of October 1, 2013, and is by and between CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California ("Agency") and WESTBERG AND WHITE, INC. a California corporation (herein "Consultant") and is an amendment to that certain "Professional Services Agreement to provide Architectural Services ("Contract"), executed by and between the parties effective as of December 1, 2009. (The term Consultant includes professionals performing in a consulting capacity.)

RECITALS

A. Agency and Consultant have entered into a contract effective December 1, 2009, by which Consultant would provide project Architectural Services for Carson Park Master Plan project to the City of Carson.

B. The additional work is required as follows:

- Provide additional architectural services to develop plans and specifications for the following improvements:

1. Additional seats at the amphitheater area - lower existing outer wall, expand paving to edge of existing turf and add a 3rd curved seating wall. The proposed finish materials will match existing materials.

2. Installation of shade structure in dug-out area - Provide pre-manufactured metal shade structures over each of the 4 existing baseball dugouts. New structure shall include steel posts and cross bracing along with a wood support system under the finish metal top.

3. Installation of shade structure in the round picnic table area - Retrofit 5 existing round picnic tables to accommodate a single fabric umbrella. Modify tables, re-seal cut edges, miscellaneous hardware.

4. Recycling water in the splash pad area so that kids can reuse the water. Intercept existing drain lines under paving and re-direct to a proposed underground storage tank in adjacent turf area. Install pump and filtration system, chlorination and sterilization system to properly treat the water and comply with the Health Department Code.



5. Installation of shade structure in the fountain area - Provide shade structure by the fountain area. New structure shall include all the shading and structural framing required to the satisfaction of the city.

6. Slurry sealing and restriping of Carson Park pool parking lot - Power clean existing asphalt of loose dirt and debris using steel brooms and blowers. Apply 1 coat of sealer to approximately 11,500 square feet of existing asphalt pavement. Reconfigure and restripe existing parking stalls.

C. Accordingly, the parties desire to amend the Agreement to expand the description of work and increase the compensation by \$35,600.00 to perform work beyond that provided in the original scope of work and to facilitate the changes and provide for the timely completion of the project construction.

C O N T R A C T

NOW, THEREFORE, in consideration of performance, by the parties hereto, of the promises, covenants, and conditions herein contained, the parties hereto agree to the terms of this Second Amendment and hereby amend the following provisions of the Contract:

1. Section 1.1. "Scope of Services", is hereby amended, to add the following to the "Scope of Services," at the end thereof:
 - a. Additional seats at the amphitheater area - lower existing outer wall, expand paving to edge of existing turf and add a 3rd curved seating wall. The proposed finish materials will match existing materials.
 - b. Installation of shade structure in dug-out area - Provide pre-manufactured metal shade structures over each of the 4 existing baseball dugouts. New structure shall include steel posts and cross bracing along with a wood support system under the finish metal top.
 - c. Installation of shade structure in the round picnic table area - Retrofit 5 existing round picnic tables to accommodate a single fabric umbrella. Modify tables, re-seal cut edges, miscellaneous hardware.
 - d. Recycling water in the splash pad area so that kids can reuse the water. Intercept existing drain lines under paving and re-direct to a proposed underground storage tank in adjacent turf area. Install pump and filtration system, chlorination and sterilization system to properly treat the water and comply with the Health Department Code.



5. Installation of shade structure in the fountain area - Provide shade structure by the fountain area. New structure shall include all the shading and structural framing required to the satisfaction of the city.

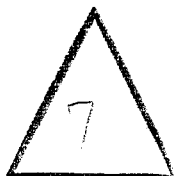
6. Slurry sealing and restriping of Carson Park pool parking lot - Power clean existing asphalt of loose dirt and debris using steel brooms and blowers. Apply 1 coat of sealer to approximately 11,500 square feet of existing asphalt pavement. Reconfigure and restripe existing parking stalls.

C. Accordingly, the parties desire to amend the Agreement to expand the description of work and increase the compensation by \$35,600.00 to perform work beyond that provided in the original scope of work and to facilitate the changes and provide for the timely completion of the project construction.

CONTRACT

NOW, THEREFORE, in consideration of performance, by the parties hereto, of the promises, covenants, and conditions herein contained, the parties hereto agree to the terms of this Second Amendment and hereby amend the following provisions of the Contract:

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- e. Installation of shade structure in the fountain area - Provide shade structure by the fountain area. New structure shall include all the shading and structural framing required to the satisfaction of the city.
- f. Slurry sealing and restriping of Carson Park pool parking lot - Power clean existing asphalt of loose dirt and debris using steel brooms and blowers. Apply 1 coat of sealer to approximately 11,500 square feet of existing asphalt pavement. Reconfigure and restripe existing parking stalls.

2. Section 2.0. Compensation: is hereby amended, to increase the total compensation by an amount not-to-exceed thirty five thousand six hundred dollars (\$35,600.00) attached hereto as Exhibit "A" and incorporated herein by this reference.

Except as amended by this Second Amendment, all other provisions of the Contract shall remain unmodified and in full force and effect.

[End – Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Second Amendment to the Professional Services Agreement as of the date first written above.

ATTEST:

"AGENCY"

CARSON SUCCESSOR AGENCY

By: _____
Secretary Donesia L. Gause, CMC

By: _____
Chairman Jim Dear

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Agency Counsel

Attest:

"CONSULTANT"

WESTBERG AND WHITE, INC. .

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

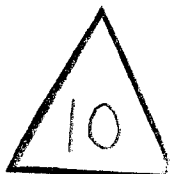
SEAL



**EXHIBIT A
COMPENSATION**

An additional compensation not to exceed \$68,230.00 to cover the costs for additional services reflected by exhibit "A" above.

The Original Total Contract Sum.....	\$707,609.00
First Amendment (not to exceed).....	\$ 39,050.00
Second Amendment (not to exceed)	\$ 35,600.00
Revised Total Contract Sum.....	\$ 782,259.00



**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
PROJECT NO. 1223 – CARSON PARK MASTER PLAN
(Carson Successor Agency/Westberg and White, Inc.)**

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R E C I T A L S

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4. Recycling water in the splash pad area so that kids can reuse the water. Intercept existing drain lines under paving and re-direct to a proposed underground storage tank in adjacent turf area. Install pump and filtration system, chlorination and sterilization system to properly treat the water and comply with the Health Department Code.



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6. Slurry sealing and restriping of Carson Park pool parking lot - Power clean existing asphalt of loose dirt and debris using steel brooms and blowers. Apply 1 coat of sealer to approximately 11,500 square feet of existing asphalt pavement. Reconfigure and restripe existing parking stalls.

7. Construction of additional restroom by separating the existing restroom within the gymnasium building to provide the restroom required by the State of California for the Kids Club program.

C. Accordingly, the parties desire to amend the Agreement to expand the description of work and increase the compensation by \$73,600.00 to perform work beyond that provided in the original scope of work and to facilitate the changes and provide for the timely completion of the project construction.

C O N T R A C T

NOW, THEREFORE, in consideration of performance, by the parties hereto, of the promises, covenants, and conditions herein contained, the parties hereto agree to the terms of this Second Amendment and hereby amend the following provisions of the Contract:

1. Section 1.1. "Scope of Services", is hereby amended, to add the following to the "Scope of Services," at the end thereof:
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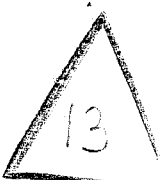
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- g. Construction of additional restroom by separating the existing restroom within the gymnasium building to provide the restroom required by the State of California for the Kids Club program.

2. Section 2.0. Compensation: is hereby amended, to increase the total compensation by an amount not-to-exceed seventy three thousand six hundred dollars (\$73,600.00) attached hereto as Exhibit "A" and incorporated herein by this reference.

Except as amended by this Second Amendment, all other provisions of the Contract shall remain unmodified and in full force and effect.

[End – Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Second Amendment to the Professional Services Agreement as of the date first written above.

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Chairman Jim Dear

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Agency Counsel

Attest:

"CONSULTANT"

WESTBERG AND WHITE, INC. .

By: _____

By: _____

Title: _____

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SEAL



**EXHIBIT A
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Revised Total Contract Sum.....	\$ 820,259.00

CUSTODIAL PROGRAM

PROS	CONS
Revenue generated for children ages 5-12. 25 possible participants at \$47.00 per week per child for a total of \$1,175.00 per week; \$61,100.00 annually (This program is 75% self-sustaining)	The City subsidizes \$15,275.00 (25%) from the General Fund to support this program
All staff must meet the educational requirements with childhood education college units	Facility must be licensed by state of California
Staff is responsible for picking up each child enrolled in the program from school to the designated facility	Dedicated restroom must be constructed
Children are required to be signed in by the assigned staff and parents MUST sign out to pick up their child	Program operation must meet the state of California Title XXII requirements
Supervised childcare	
Snacks are provided for children	

NON - CUSTODIAL PROGRAM

PROS	CONS
No need for a dedicated restroom which will significantly reduce the costs of the proposed additional improvements. Additionally, the City will no longer spend \$15,275.00 (25%) to subsidize the program	Loss of revenue from not having a Kids Club program. \$1,175.00 per week; \$61,100.00 annually
Program does not need to meet Title XXII state license requirements which will eliminate the need for an additional restroom or modifications to the current restrooms	Children are not picked up and escorted to the park facility by City staff
	Each child attends the program on a volunteer basis only and can come and go at will
	Limited opportunity for homework assistance; reduced to 2-times a week
	Staff does not need to meet the state of California Title XXII childhood education requirements
	No snacks for children