



# REPORT TO COUNCIL

## City of Sacramento

7

915 I Street, Sacramento, CA 95814-2604

www.CityofSacramento.org

CONSENT

March 2, 2010

Honorable Mayor and  
Members of the City Council

**Title:** Supplemental Agreement: Greyhound Terminal Project (B18420002)

**Location/Council District:** 420 Richards Boulevard / Council District 1

**Recommendation:** Adopt a **Resolution:** 1) authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 3 to City Agreement 2009-0786 with Mogavero Notestine Associates to complete the project design and construction administration in an amount not to exceed \$278,000 and; 2) restoring the City Manager's signature authority for this project.

**Contact:** Kirk Thompson, Associate Architect, 808-8431; Gary Szydelko, Supervising Architect, 808-8335; Cynthia Kranc, Facilities Manager, 808-2258

**Presenters:** None

**Department:** General Services

**Division:** Facilities and Real Property Management

**Organization No:** 13001551

### Description/Analysis

**Issue:** Supplemental Agreement No. 3 to City Agreement No. 2009-0786 is necessary to complete the project design and construction administration for the Greyhound Terminal Project (B18420002).

**Policy Considerations:** The recommendations in this report are consistent with: 1) the City's Strategic Plan goals of improving sustainability and livability, and expanding economic development by improving the transportation system; 2) City Code Section 3.64.040(A) requiring City Council approval for supplemental agreements in excess of \$25,000 for agreements originally executed for a price of less than \$250,000; 3) City Code Section 3.64.040(E) requiring City Council approval for any single supplemental agreement which exceeds \$100,000; and 4) City Code Section 3.64.040(G) restoring City Manager authority to issue additional supplemental agreements.

The Richards Boulevard Area Plan, the current community plan for the River District, supports the development of transit improvements in the River District.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The Environmental Services Manager has determined the project, as proposed, will not have a significant impact to the environment; therefore, a Mitigated Negative Declaration was prepared. In compliance with Section 15070 of the CEQA Guidelines, mandatory mitigation measures will be incorporated into the project plans to avoid identified impacts or to mitigate such impacts to a point where clearly no significant impacts will occur. These mitigation measures address Biological Resources and Cultural Resources. City Council approved the Environmental Documents on February 24, 2009.

**Sustainability Considerations:** The new interim terminal will facilitate and improve intercity transit services. It will also reduce idling times that buses currently experience from traffic congestion and inefficient access at the Downtown terminal. Furthermore, the new facility will be more energy efficient than the downtown facility.

**Rationale for Recommendation:** Supplemental Agreement No. 3 to City Agreement No. 2009-0786 with Mogavero Notestine Associates is necessary to complete the project design and construction administration, and allow for bid advertisement this fiscal year.

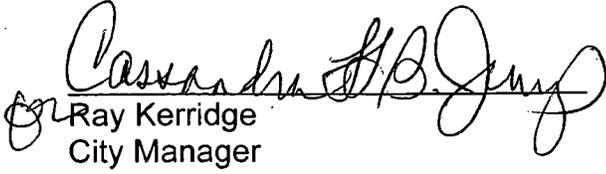
**Financial Considerations:** Sufficient funds are available in the General Fund (Fund 1001) in the Greyhound Terminal Project (B18420002) to execute Supplemental Agreement No. 3 with Mogavero Notestine Associates in an amount not to exceed \$278,000.

**Emerging Small Business Development:** Mogavero Notestine Associates is certified as a small business enterprise.

Respectfully Submitted by:   
Cynthia Kranc  
Facilities Manager

Approved by:   
Reina J. Schwartz  
Director, Department of General Services

Recommendation Approved:

  
Ray Kerridge  
City Manager

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**Background**

In November 2006, the City purchased 300 Richards Boulevard (Resolution No. 2006-852), which included several adjacent vacant parcels, including the 420 Richards Boulevard site. City staff approached Greyhound to determine if the Richards Boulevard site was feasible for its needs until the Sacramento Intermodal Transportation Facility is ready for occupancy. Greyhound's review determined that the site would adequately accommodate its operations.

On May 20, 2008, City Council adopted Resolution No. 2008-318, authorizing a capital improvement project for site and public improvements at 420 Richards Blvd., and transferring \$2 million to the project.

On February 24, 2009, City Council adopted Resolution No. 2009-115, adopting the mitigated negative declaration and mitigation monitoring plan for the Greyhound Terminal Project and adopted Resolution No. 2009-116, approving the lease agreement with Greyhound Lines, Inc. for 420 Richards Boulevard.

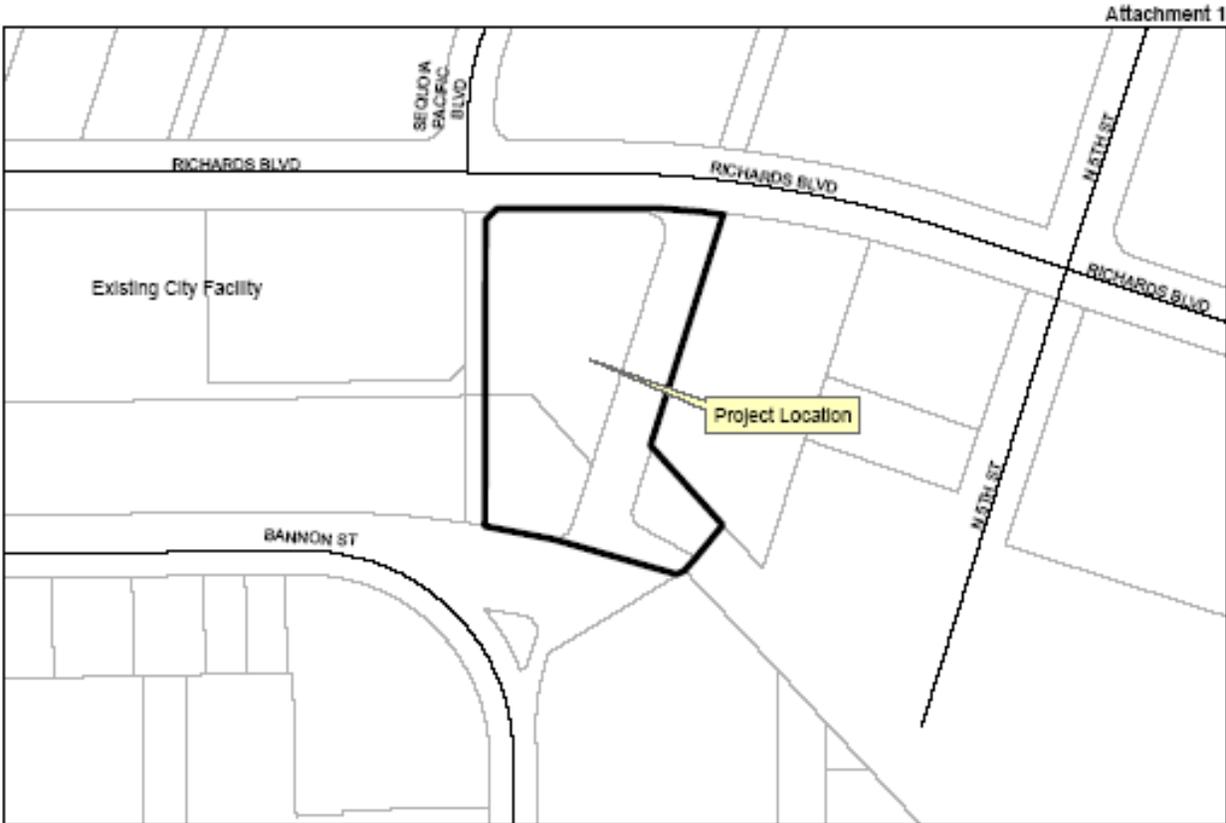
On August 17, 2009, the City Manager awarded a professional services agreement in the amount of \$48,000 to Mogavero Notestine Associates for design services.

On October 20, 2009, Supplemental Agreement No. 1 was executed under City Manager signature authority with Mogavero Notestine Associates in the amount of \$24,950 to include schematic design and to extend the completion date for the scope of work to February 26, 2010. On January 25, 2010, Supplemental Agreement No. 2 was executed under City Manager signature authority with Mogavero Notestine Associates for an administrative time extension. Supplemental Agreement No. 3 is necessary to complete the project design and construction administration, and allow for bid advertisement this fiscal year.

**Supplemental Agreement Log for Mogavero Notestine Associates**

Agreements	Amount	Scope of Work
2009-0786	\$48,000	Original agreement
1	\$24,950	Includes schematic design and extends the completion date for the scope of work to February 26, 2010
2	\$0	Extends the completion date for the schematic design & project entitlements to June 30, 2010
3	\$278,000	Final not to exceed scope of work to finish the design, and construction administration of the project

Work is anticipated to begin on site during summer 2010 with completion near the end of 2011.



Map Contact: D. Wilcox  
IT/Central GIS Unit

Proposed Greyhound Bus Terminal Location



Date: June, 2009

**RESOLUTION NO.**

Adopted by the Sacramento City Council

**March 2, 2010**

**APPROVING SUPPLEMENTAL AGREEMENT NO. 3 TO CITY AGREEMENT NO. 2009-0786 FOR THE GREYHOUND TERMINAL PROJECT (B18420002)**

**BACKGROUND**

- A. On August 17, 2009, Mogavero Notestine Associates was awarded a professional services agreement in the amount of \$48,000 for design services for the Greyhound Terminal Project.
- B. Supplemental Agreement No. 3 to City Agreement No. 2009-0786 is necessary to complete the project design and construction administration for the Greyhound Terminal Project.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or the City Manager's designee is authorized to execute Supplemental Agreement No. 3 to City Agreement No. 2009-0786 with Mogavero Notestine Associates in an amount not to exceed \$278,000.
- Section 2. The City Manager's signature authority is restored for this project.



Requires Council Approval:  No  YES Meeting: 3/2/2010

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Type: Professional Services	PO Type:	Attachment: Supplement No.: 3
Not to Exceed: \$278,000		Original Doc Number: 2009-0786
Other Party: Mogavero Notestine Associates		Certified Copies of Document::
Project Name: Greyhound Terminal	Deed: <input type="checkbox"/> None	
	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Project Number: 521686 Bid Transaction #: Q0913001561028		E/SBE-DBE-M/WBE: 100%

Department Information

Department: General Services Division: Facilities Real Property Mgt

Project Mgr: Kirk Thompson

Contract Services: Malysa Berry Division Mgr: Cynthia Kranc

Phone Number: 808-1242 Org Number: 13001561

Comment: Original Contract Amount: \$48000

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>[Signature]</i>	2/24/10
Contract Services:	<i>[Signature]</i>	2/24/10
City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	2/24/10

Send Interoffice Mail to Reina J. Schwartz (12500)

Notify for Pick Up

Authorization	Signature or Initial	Date
Reina Schwartz Director, General Services:	<i>[Signature]</i>	2/24/10

City Mgr: Yes  No

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)  
(Over \$100K - Yellow)

**For City Clerk Processing**

Finalized:

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Imaged:

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Received:  
(City Clerk Stamp Here)

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF SACRAMENTO

2010 FEB 25 11:2

# SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Greyhound Terminal Building Design Services (PN 521686 )

Date: February 8, 2010

Purchase Order #: 000008382

Supplemental Agreement No.: 3

The City of Sacramento ("City") and **Mogavero Notestine Associates** ("Consultant"), as parties to that certain Professional Services Agreement designated as Agreement Number **2009-0786**, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the ("Agreement")), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

**Extend time of performance for scope of work to December 31, 2011.**

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by **\$278,000** and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$ 48,000.00
Net change by previous supplemental agreements:	\$ 24,950.00
Not-to-exceed amount prior to this supplemental agreement:	\$ 72,950.00
Increase by this supplemental agreement:	\$ 278,000.00
New not-to exceed amount including all supplemental agreements:	\$ 350,950.00

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

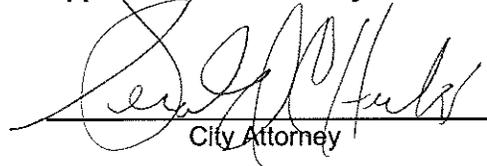
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

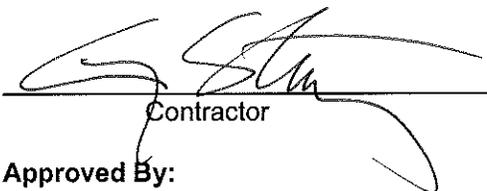
Approval Recommended By:

  
\_\_\_\_\_  
Project Manager

Approved As To Form By:

  
\_\_\_\_\_  
City Attorney

Approved By:

  
\_\_\_\_\_  
Contractor

Attested To By:

Approved By:

\_\_\_\_\_  
City of Sacramento

\_\_\_\_\_  
City Clerk

## EXHIBIT A

### SCOPE OF SERVICES

- A FINAL SCHEMATIC DESIGN- Based upon the Schematic Design approved by the Client for use in the entitlement application to the City of Sacramento Planning Department, the Architect shall complete the Final Schematic Design package which shall include:
1. Schematic site plan (colored);
  2. Schematic building design including:
    - a. Floor plans (colored);
    - b. Elevations (colored);
    - c. Sections as needed; and
    - d. Color and finish selections.
  3. Schematic landscape and hardscape plan.
  4. Schematic grading, drainage, wet and dry utilities plans.
  5. Schematic building systems.
  6. An outline specification.
- B DESIGN DEVELOPMENT and CONSTRUCTION DOCUMENTS - During the course of the preparation of the construction documents, the Architect will review with the Client refinements to the Schematic Design. At the approximately 50% completion level, the "Design Development" set will be prepared for coordination and Client review. Based upon minor comments or revisions requested at the end of the Design Development Phase, Construction Documents will be prepared. At approximately 95% completion level, the Architect will review the Construction Document set with the Client and submit the set to the appropriate plan check agency. The Construction Documents will be the construction working drawings and specifications, which will include the following:
1. Architectural
    - a. Site plan with all improvements shown;
    - b. Floor plan
    - c. Roof plans;
    - d. Elevations,
    - e. Building and Wall Sections;
    - f. Room Finish, Door, Storefront and Window Schedules;
    - g. Interior elevations;
    - h. Specifications
      - i. CSI Divisions 2 through 14.
      - ii. The Contractor will be responsible for CSI divisions 15 through 29
      - iii. The Client will be responsible for all front end project manual documents, including, but not limited to, Client/Contractor Agreement, General Conditions, Supplementary General Conditions, and Division 1 Specifications.

- D BIDDING - MNA will assist the Client staff and Contractors during the bidding process.
- E CONSTRUCTION ADMINISTRATION - Construction Administration involves resolution of potential conflicts, interpretation, and clarification of the Construction Documents.
1. Design Input and Clarification: MNA will clarify the design intent of the project contract plans for either the Client or Contractor.
  2. Submittal Review: Submittals and substitutions submitted by the Contractor will be reviewed for general design intent, value analysis and conformance with the Construction Documents. Final color and finish selections will be made during this phase.
  3. Site Visits: A member of MNA will visit the site during at specific points in the construction process to assist in the resolution of design and technical issues, evaluate the contractor's progress as it relates to the pay request, substantial completion walk-through and compilation of punch list, and a final completion walk-through. There will be no more than 12 site visits during this phase.

### **FEES and SCHEDULE**

Schematic Design Completion to be billed on a percentage of completion basis of a lump sum of \$25,000. **The completed Schematic Design will be submitted to Client within 2 weeks of Contract execution.**

Design Development and Construction Administration to be billed on a percentage of completion basis of a lump sum of \$215,000. **Design Development set will be submitted to Client within 8 weeks of commencement of this phase. The Construction Document set will be submitted to Client within 12 weeks of commencement of this phase.**

Bidding and Construction Administration Services will billed on an hourly basis per the schedule below, in conformance with the Billing Terms and Conditions. The maximum fee authorized with this agreement is \$38,000. **Services will be performed during the anticipated 12 month construction schedule and be completed upon the date of substantial completion of the scope of work in the Construction Documents in this contract.**