

RESOLUTION NO. 2011-037

Adopted by the Sacramento City Council

January 25, 2011

APPROVING SUPPLEMENTAL AGREEMENT NO. 5 TO CITY AGREEMENT NO. 2009-0452 FOR THE INTERMODAL DEPOT RETROFIT PROJECT (T15029003)

BACKGROUND

- A. On May 19, 2009, City Council adopted Resolution No. 2009-299 awarding City Agreement No. 2009-0452 in the amount of \$1,649,000 to Simpson, Gumpertz & Heger for design and construction administration services for the structural retrofitting of the historic depot.
- B. Supplemental Agreement No. 5 to Simpson, Gumpertz & Heger is necessary to include the design and engineering for the fire suppression system in the final contract documents. It is more cost effective to install the fire suppression system when the walls and floors are opened for the structural retrofit.

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. 5 to City Agreement No. 2009-0452 with Simpson, Gumpertz & Heger in an amount not to exceed \$76,600 for a revised total agreement amount not to exceed \$1,844,900.
- Section 2. All previous supplemental agreements issued under City Manager authority are hereby ratified.

Table of Contents:

Exhibit A: Supplemental Agreement No. 5 to City Agreement No. 2009-0452

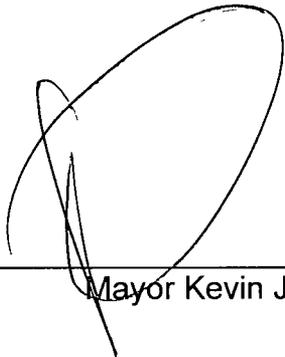
Adopted by the City of Sacramento City Council on January 25, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.



Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk



Requires Council Approval: No YES Meeting: Jan 25, 2011
 Real Estate Other Party Signature Needed Recording Requested

General Information

Table with 2 columns and 4 rows containing project details: Type: Professional Services, PO Type, Attachment: Original No.: 5, Not to Exceed: \$76,600, Original Doc Number: 2009-0452, Other Party: Simpson, Gumpertz, & Heger, Inc., Certified Copies of Document::, Project Name: Structural Retrofit for the Sac Valley Station (Depot), Deed: [X] None, [] Included [] Separate, Project Number: 410104 Bid Transaction Q083282022, E/SBE-DBE-M/WBE: 0 %

Department Information

Department: General Services Division: Facilities Real Property Mgt
Project Mgr: Dave Morgan
Contract Services: Malysa Berry Director: Reina J. Schwartz
Phone Number: 808-1242 Org Number: 13001511
Comment: Original Contract Amt - \$1,649,000

Review and Signature Routing

Department Signature or Initial Date
Project Mgr: [Signature] 1/14/11
Contract Services: [Signature] 1/14/11

City Attorney Signature or Initial Date
City Attorney: [Signature] 1/19/2011

[X] Send Interoffice Mail to Reina J. Schwartz (12500)
[] Notify for Pick Up

Authorization Signature or Initial Date
Reina Schwartz
Director, General Services:
City Mgr: Yes [X] 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)

Large empty rectangular box for stamping and processing.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Structural Retrofit of the Sacramento Valley Station/T15029003 **Date: 12/22/10**
Purchase Order #: 9194 **Supplemental Agreement No.: 5**

The City of Sacramento ("City") and Simpson Gumpertz & Heger, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2009-0452, 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:

See attached additional scope of services.

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 \$76,600** and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$ 1,649,000.00
Net change by previous supplemental agreements:	\$ 119,300.00
Not-to-exceed amount prior to this supplemental agreement:	\$ 1,768,300.00
Increase by this supplemental agreement:	\$ 76,600.00
New not-to exceed amount including all supplemental agreements:	\$ 1,844,900.00

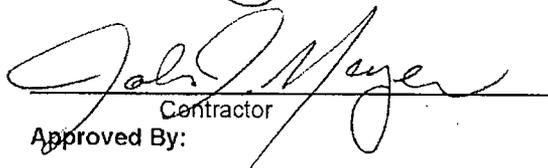
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect 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

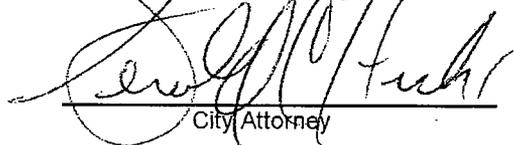
Approved By:



Contractor

Approved By:

Approved As To Form By:



City Attorney

Attested To By:

City of Sacramento

City Clerk

SIMPSON GUMPERTZ & HEGEREngineering of Structures
and Building Enclosures

8 December 2010

Mr. Dave Morgan
Associate Architect
Department of General Services
Facilities & Property Management
5730 24th Street, Building #4
Sacramento, California 95822

Project 087282 – Structural Retrofit of the Sacramento Valley Station (Depot)/T15029003
Purchase Order #: 8099

Subject: Request for Modifications to Professional Services Agreement Number
2009-0452

Dear Mr. Morgan:

As discussed, we request modifications to the subject Professional Services Agreement by adding the following items:

Consultant	Scope	Proposed Fee
The Fire Consultants (Sprinkler Design)	Automatic fire sprinkler system	\$20,000
Page & Turnbull (Architecture)	Program and coordinate location of fire pump room; review automatic fire protection for protection of historic finishes	\$10,950
Chase Electrical Engineering (Electrical)	Enhanced fire alarm system (beyond Basic Service), coordination of the VESDA smoke detection system, electrical aspects of the fire pump room, lightning protection design	\$21,900
Peters Engineering (Plumbing)	Floor sinks and connections at stand pipes for automatic fire sprinkler system	\$ 3,000
Silva Cost Consulting (Cost Estimating)	Cost estimating for fire protection during the Construction Document Phase	\$ 1,500
Simpson Gumpertz & Heger (Project Management)	Coordination, review, and project management of the fire protection systems	\$19,250
Total:		\$ 76,600

SIMPSON GUMPERTZ & HEGER INC.
The Landmark @ One Market, Suite 600
San Francisco, California 94105
main: 415.495.3700 fax: 415.495.3550
www.sgh.com

Boston
Los Angeles
New York
San Francisco
Washington, DC

The above fees include construction documents (drawings and specifications), and associated calculations, for the complete fire protection systems for the building as described in the Fire Defense Plan by Simpson Gumpertz & Heger, dated 14 May 2010, for Construction Document through Project Close-Out Phases. Reimbursable expenses are included.

Our construction documents for the fire protection systems will be stamped and signed by the appropriate disciplines and combined and submitted with the structural retrofit documents for City of Sacramento plan check. We understand that the fire suppression design-build contractor selected for installation of the fire sprinklers will prepare complete separate fire suppression shop drawings based on the automatic sprinkler portion of the construction documents. The subcontractor's engineer will be the engineer-of-record for the installed system. SGH will review the design-build contractor's shop drawings for compliance with the intent of our design.

The VESDA system is intended to be designed by the manufacturer. Certain manufacturers will provide shop drawings of their system for review and installation. This can be done before or during construction. Our drawings and specifications will be coordinated for the VESDA system.

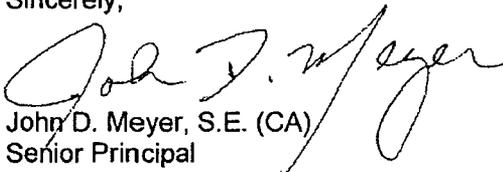
The proposed construction administration services are limited. We will focus our construction observations on protection of historic finishes, features and character as related to fire protection elements, and the fire protection systems designed by us. These construction observations are intended to be separate from the required inspections and testing of the installed work. If, for example, our consultation is desired for assistance with response to RFI's, change order reviews, or construction observations during construction, as related to the design-build sprinkler subcontractor's work, we could perform this as an additional service. Since neither SGH nor its subconsultants will be the engineer-of-record for the automatic fire suppression system, we recommend that the City ensure the automatic fire suppression system is reviewed during construction by the engineer responsible for the design. This engineer should have a current fire protection engineer professional license in the State of California. We do not recommend that construction observation be performed solely by a non-engineer technician.

The individual proposals defining these services and related project scope are presented in the subsequent attachments.

In summary, we respectfully request the original fee of \$1,649,000 for the Professional Services Agreement Number 2009-0452, as increased to \$1,656,900 by Supplemental Agreement No. 1, as increased to \$1,750,890 by Supplemental Agreement No. 2, as increased to \$1,760,390 by Supplemental Agreement No. 3, as increased to \$1,768,300 by Supplemental Agreement No. 4, be increased to \$1,844,900.

Please contact our office if you have questions or comments. Thank you.

Sincerely,



John D. Meyer, S.E. (CA)
Senior Principal



December 3, 2010

VIA EMAIL: jtowle@sgh.com

Mr. Jason Towle
Simpson Gumpertz & Heger
The Landmark @ One Market, Suite 600
San Francisco, CA 94105

**SACRAMENTO DEPOT RETROFIT
FIRE PROTECTION SPRINKLER DESIGN SERVICES**

Dear Jason:

This letter serves as The Fire Consultants, Inc. (TFC) proposal to provide fire protection consulting services to Simpson Gumpertz & Heger, Inc. (SGH) to develop sprinkler design drawings for the Sacramento Valley Station (Depot) seismic retrofit project. This is for work in addition to our existing contracted services for this building.

TFC proposes to prepare design documents for the sprinkler systems for submittal to the City of Sacramento for approval. We understand that the City of Sacramento will use these documents to gain approval of the design from the Fire Department and then select a design-build fire suppression contractor who will be responsible for developing shop drawings for fabrication. They will obtain approval of any deviations from the approved drawings. Exterior work is assumed to be provided by the site civil engineer.

SCOPE OF SERVICES

Our proposed scope of services is as follows:

1. Travel to the site to survey the facility to confirm layout requirements. Up to two site visits anticipated.
2. Attend coordination meetings or work sessions with SGH or City personnel as required for the project. This proposal was developed with 2 meetings anticipated for approximately 2 hr of meeting time each.
3. Develop a design submittal package for submittal to the City with the other project permit documentation. The submittal package will include:

- a. AutoCAD drawings on backgrounds of the facility provided by SGH. The design will be based on the system layout shown in drawings submitted in June 2010. The drawings provided will indicate:
 - i. Pump piping & associated details.
 - ii. Dry system piping and calculations.
 - iii. Sprinkler and standpipe piping, and calculations.
 - iv. Seismic bracing layouts, details & associated calculations.

We anticipate that the drawing package will consist of approximately 8 sheets.

- b. A package of representative material cut sheets (except for fire pump which will be supplied by manufacturer), calculations and information required for submittal to the Sacramento Fire Department.
- c. Hydraulic calculations to support the pipe and fire pump sizing.

We anticipate that all submittals will be through SGH and that permit fees will be provided by others.

4. We anticipate submitting an electronic copy of all deliverables once for review during the Construction Documents phase. A final revision will be developed to respond to review comments and be issued with the permit set of overall retrofit project drawings.
5. The completed work will be provided in AutoCAD 2009LT and PDF formats. Hydraulic Calculations will be completed using a program by Walsh Engineering or THE2001.
6. Revise the documents to address Fire Department review comments or corrections.

This proposal excludes:

1. Under ground fire service piping plan & details.
2. 3D rendering of or coordination or phasing drawings.
3. Material take offs

To provide the design as described above, the following are required to be supplied by others at no cost to TFC.

1. All necessary background dwg files (architectural, structural, MEP) shall be provided by the architect saved as AutoCad 2009 or earlier version.
2. Current available water information from municipal water company or Fire Department.

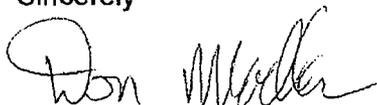
TERMS AND CONDITIONS

The above-mentioned scope of services, including internal expenses, will be provided for a fee of \$20,000. Expenses associated with plotting or reproduction of submittal packages or meeting or submittal fees with the various authorities are not included and will be considered a reimbursable item. Additional services will be based upon our standard hourly rate of \$190 per hour.

The Fire Consultants, Inc. will rely on the accuracy and completeness of information provided by you or other members of the design team. Our insurance limits for professional liability are \$1 million, and for general liability are \$1 million per occurrence and \$2 million in the aggregate. This proposal is based upon this coverage. If it is necessary for us to carry insurance in excess of these limits, please notify us and we will discuss the impact on this proposal.

This proposal remains binding for a period of 30 days. You may indicate your acceptance of this proposal by signing a copy and returning it to us as authorization to proceed. We look forward to working with you on this project.

Sincerely



Donald C. Moeller, P.E.

DCM:dr
09-1307/PRDR-593BR

Additional Services Agreement - Add Service Scope B

This Additional Services Agreement amends the SGH Subconsulting Agreement Terms and Conditions with Page & Turnbull dated 5 June, 2009 (Primary Agreement and Add Service Scope A) to include the following scope of services:

Scope of Additional Services - Scope B

Architectural support for fire sprinkler design during Construction Documents (CD) phase and Construction Administration (CA) phase:

Review & comment on proposed fire sprinkler CD level design produced by others, coordinate location and include fire pump room in architectural construction documents, provide reflected ceiling plans for all floors to team members, attend one (1) meeting during CD phase related to fire protection, respond to requests for information during CA phase, review submittals during CA phase related to architectural issues, provide on-site architectural review and assistance during CA phase. Review and comment will focus on protection of historic finishes, features & character - and will not provide comment on code compliance nor technical details. Page & Turnbull anticipates 50 hours during CD phase and 28 hours during CA phase for this scope.

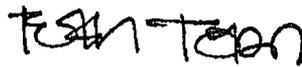
Professional Fee for Additional Services - Scope B

The scope of work shall be billed on a percent complete basis for a not-to-exceed figure of \$10,950.00. Time and fee for the additional service scope will be tracked by design phase, according to the following schedule:

Construction Documents -	\$6,600.00
<u>Construction Administration -</u>	<u>\$4,000.00</u>
Subtotal Scope B fee -	\$10,600.00
<u>Scope B expenses -</u>	<u>\$350.00</u>
Scope B total -	\$10,950.00

If you agree to the terms and conditions of this Exhibit, please so indicate by dating, signing and returning the enclosed copy to Page & Turnbull. This Agreement will be effective when it has been delivered to the offices of Page & Turnbull.

PAGE & TURNBULL



By _____

Ruth Todd, AIA, AICP, LEED AP
Principal-in-Charge
December 2, 2010

ACCEPTED BY:

Name _____

Date _____

SGH, The Landmark @ One Market, Suite 600, San Francisco, CA 94105

P:\080xx\08086 Sac Depot\Docs\A Project Management\A2 Contracts and Agreements\08086B ADD Service 2010-12-02.doc

**CHASE
ELECTRICAL
ENGINEERING**

5710 Garfield Ave, Suite "C" - Sacramento, Ca 95841
(916) 344-4878
FAX # (916) 344-6667

Design With Concern

Date: December 3, 2010

To: Simpson Gumpertz & Heger, Inc.
The Landmark @ One Market, Suite 600
San Francisco, Ca 94105

Attn: Jason Towle

Re: Additional Electrical Engineering Services to Support Sac. RR Depot Fire Protection Plan

The additional electrical engineering services for the fire pump and extended fire alarm system design have been reviewed and the proposed fees are scheduled below. The fees for engineering services to provide a building lightning protection system are also provided.

Descriptions of Proposed Additional Services:

Fire Pump:

1. Prepare electrical Construction Documents for installation of the new fire pump system.
 - a. Show new electrical service utilizing the utility stub provided in the Depot Electrical Re-Feed project. Coordinate Utility requirements with SMUD.
 - b. Show all power connections to the new fire pump and jockey pump controllers, and pumps.
 - c. Provide for monitoring of trouble contacts with the fire alarm system as appropriate.
 - d. Provide one-line diagram and system load calculations as necessary for permit and construction.
 - e. Incorporate requirements into electrical Specification as appropriate.
2. Provide bidding support as appropriate.
3. Provide construction administration services including:
 - a. Electrical Products Submittal review.
 - b. Respond to Contractors' Requests For Information as appropriate.
 - c. Provide on-site observation of construction in progress and completed.

Additions to basic Fire Alarm System:

1. Provide modifications and additions to Fire Alarm System Construction Documents for additional smoke detection, VESDA system integration, fire pump system monitoring and voice/alarm communication system to support the Fire Protection Plan.
 - a. Add area smoke detection in stairwells and occupied areas of the first floor (except the waiting room). The waiting room and the attic above it will be protected by the VESDA smoke detection system being designed by others.

Additional Electrical Engineering Services to Support Sac. RR Depot Fire Protection Plan

- b. Provide engineering support for the VESDA system designer to coordinate with the VESDA system design requirements and integrate the system into the Building Fire Alarm System.
 - c. Provide trouble circuit monitoring of fire pump equipment.
 - d. Provide Voice Communication Alarm module for fire alarm system alarm annunciation as indicated in the Fire Protection Plan. Coordinate requirements and add listed system loudspeakers as appropriate.
 - e. Incorporate additional requirements into the Fire Alarm Specification as appropriate.
2. Provide bidding support as appropriate.
 3. Expand construction administration services to include support for the additional systems described herein.

Building Lightning Protection System:

1. Prepare electrical Construction Documents for installation of the new Lightning Protection system.
 - a. Specify and layout building lightning protection electrode system.
 - b. Coordinate allowable electrode locations on the building and detail electrode mounting requirements.
 - c. Show installation and routing of electrode bonding conductors.
 - d. Coordinate requirements and locations for electrode bonding drops to the building lightning protection grounding electrode system.
 - e. Detail requirements for the lightning protection grounding electrode system. This system is likely to be multiple ground rods interconnected with direct burial copper wire surrounding the building.
 - f. Incorporate requirements into electrical Specification as appropriate.
2. Provide bidding support as appropriate.
3. Provide construction administration services including:
 - a. Electrical Products Submittal review.
 - b. Respond to Contractors' Requests For Information as appropriate.
 - c. Provide on-site observation of construction in progress and completed

Fees for Additional Services:

Electrical and FA for Fire Pump:

CD	\$4,100
Bid	300
CA	<u>1,000</u>
Total	\$5,400

Additions to Fire Alarm System as noted above:

CD	\$4,000
Bid	200
CA	<u>800</u>
Total	\$5,000

Building Lightning Protection System:

Chase Electrical Engineering

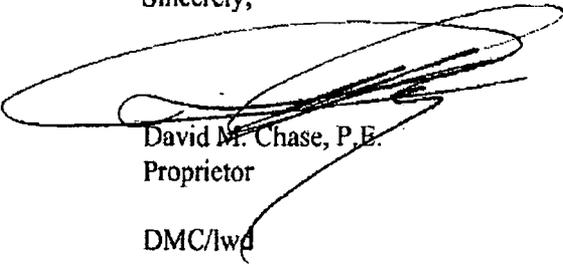
December 3, 2010

Additional Electrical Engineering Services to Support Sac. RR Depot Fire Protection Plan

CD	\$8,600
Bid	500
CA	<u>2,400</u>
Total	\$11,500

Your signature on a copy of this letter, returned to this office, will constitute your acceptance of this proposal for additional services.

Sincerely,

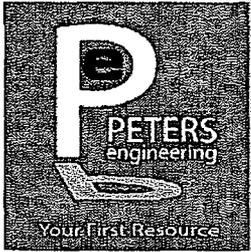


David M. Chase, P.E.
Proprietor

DMC/lwd

Client

Date



consulting
mechanical
and
electrical
engineers

2411 Alhambra Blvd, Ste. 100
Sacramento, CA 95817

Tel (916) 447-2841
Fax (916) 447-4106

www.peterseng.com

December 6, 2010

SIMPSON GUMPERTZ & HEGER

The Landmark @ One Market, Suite 600
San Francisco, CA 94105

Attn: Jason Towle, AIA

Re: Sacramento Rail Station – Plumbing Add Fee Proposal

We propose to provide mechanical consulting engineering services for the fee shown below.

Construction Documents \$3,000.00

SCOPE OF WORK and SERVICE:

The scope of work and services are as follows:

- Prepare plumbing drawings to accommodate the fire sprinkler design.
- Coordinate with the fire sprinkler designer for required floor sink locations.
- Provide sewer piping from floor sinks to sanitary sewer connection points. If sewer needs to be routed to the exterior, we only provide piping to 5 feet outside the building. We shall coordinate those locations with the civil engineer.
- Attend (1) meeting with the design team and the fire protection designer.

EXCLUSIONS:

Site sewer piping.

PAYMENT OF SERVICES:

Payment for services rendered shall be due and payable in thirty-(30) days from date of invoice.

If the above is acceptable to you, please sign and return a copy of this letter as our authorization to proceed or issue a standard A.I.A agreement.

PETERS ENGINEERING

SGH

Sean R. Tichenor, P.E., LEED AP
Principal

Authorized Representative

Date

SILVA COST CONSULTING, INC.

1812 J Street, Suite 5
Sacramento, CA 95811

P: 916.444.1130
F: 916.444.1131

December 2, 2010

Jason L. Towle
Simpson Gumpertz & Heger
The Landmark @ One Market, Suite 600
San Francisco, CA 94105

Re: **Sacramento Valley Station – Seismic Upgrades - ADD SERVICE FOR FIRE
SPRINKLERS**

Subject: Fee Proposal

Dear Jason,

Thank you for the opportunity to provide you with this fee proposal for estimating services for the above referenced project. This fee proposal is for the services listed below:

ITEM	AMOUNT
Construction Document Cost Estimate - Add for Fire Sprinklers	\$1,500.00
Total fee proposal amount	\$1,500.00

- Meetings – as required.
- Site visit – as required.
- Project Description: Add fire sprinkler scope to the seismic retrofit project currently under design.
- Estimate will include all civil, landscaping, architectural, structural, fire protection, plumbing, mechanical, and electrical items (as required) in the CSI format.
- All drawings, specifications, soils reports, etc. (if available) shall be provided to Silva Cost Consulting, Inc., at no charge.
- Deliverables: Silva Cost Consulting, Inc. will e-mail the electronic files of the cost estimate. Hard copies can be delivered if requested.
- Due date: Estimate will be completed as part of the CD level estimating effort for the seismic retrofit project.
- Payment: Payments are due 45 days after invoice date. Silva Cost Consulting, Inc. invoices on the 1st of the month for work completed the prior month.
- This proposal is good for 180 days.

Once again I would like to thank you for the opportunity to provide you with this fee proposal. Should you have any questions, comments or concerns, please do not hesitate to contact me at 916-444-1130.

Sincerely,
SILVA COST CONSULTING, INC.

Javier Silva
Principal

Accepted by: _____ Company: _____

Date: _____