



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814

www.CityofSacramento.org

Meeting Date: 2/12/2013

Report Type: Consent

Title: Contract Amendment: On-Call Materials Sampling and Geotechnical Testing List for Public Facilities

Report ID: 2013-00105

Location: Citywide

Recommendation: Pass a Motion: 1) amending the On-Call Materials Sampling and Geotechnical Testing List for Public Facilities previously approved by City Council on March 11, 2008 for an additional one-year renewal period and an additional \$300,000 per contract for a total amount not to exceed \$1.8 million per contract; and 2) authorizing the City Manager or the City Manager's designee to execute the foregoing contract extensions provided there are sufficient funds available in the budget adopted for the applicable fiscal year.

Contact: Yadi Kavakebi, Facilities & Real Property Superintendent, (916) 808-8432, General Services Department

Presenter: None.

Department: General Services

Division:

Dept ID:

Attachments:

- 1-Description/Analysis
- 2-Matriscope Supplemental
- 3-Wallace Kuhl Supplemental
- 4-Youngdahl Supplemental
- 5-Construction Testing Supplement

City Attorney Review

Approved as to Form
Kourtney Burdick
2/5/2013 11:50:22 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
1/29/2013 11:01:57 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 2/4/2013 9:01:02 AM

James Sanchez, City Attorney

Shirley Concolino, City Clerk
John F. Shirey, City Manager

Russell Fehr, City Treasurer

Description/Analysis

Issue: Pursuant to a competitive selection process, on March 11, 2008, City Council adopted Resolution No. 2008-137 approving the On-Call Materials Sampling and Geotechnical Testing List for Public Facilities (List) for a period of three fiscal years with two one-year renewal options. Amending the List for an additional one-year renewal period will ensure there is no break in availability of needed contractors, which could delay necessary or critical repairs and construction projects. Additionally some projects, such as building renovations, require materials sampling services in phases so a one-year extension will allow continuity of service for existing projects until a new list can be bid out.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.64 and Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona. The recommendations are also in compliance with AP (Administrative Policy)-4102, which pertains to the procurement of professional services.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The recommendations in this report involve the administrative activity of contracting for public projects and are exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3). The recommendations involve no physical construction and have no potential to cause a significant impact to the environment.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: Pursuant to AP (Administrative Policy)-4102, a competitive selection process, either issuance of a RFP (Request for Proposals) or RFQ (Request for Qualifications), is required for the procurement of professional services where the expenditure amount is \$100,000 or more. However, AP-4102 provides that competitive selection is not required if it is in the City's best interest to use a different procurement method.

In this instance, a new competitive selection process to establish a new list is anticipated to begin before the end of 2013. It is in the best interests of the City to ensure there is no break in availability of needed contractors that could delay necessary or critical repairs and projects. Additionally some projects, such as building renovations, require abatement services in phases so a one-year extension will allow continuity of service for existing projects until a new list can be bid out.

Financial Considerations: The contract amendments amount for the vendors identified below will each be in a not-to-exceed amount of \$300,000 for the one year-renewal period, which mimics the prior supplemental agreements. Purchase orders encumbering funds under these contracts will not be opened until projects and funding are identified by the Department of General Services. Funding for the recommended contract amendments will be provided by the capital improvement project budgets or department operating budgets that utilize the service. Purchases made after June 30, 2013 are subject to funding availability in the adopted budget of the next fiscal year.

The following table shows the recommended annual contract amount and revised total contract amount for each contractor.

On-Call Materials Sampling and Geotechnical Testing List for Public Facilities		
Contractor	Contract Amendment Amount	Revised Total Contract Amount
Construction Testing Services	\$300,000	\$1,800,000
Youngdahl	\$300,000	\$1,800,000
Wallace & Kuhl	\$300,000	\$1,800,000
Matriscope Engineering	\$300,000	\$1,800,000

It is estimated that the list will address 90 percent of the projects requiring these contractor services scheduled to be delivered by the Department of General Services. Contractors on the List will be selected on a rotating basis for projects estimated to cost \$25,000 or less. For projects estimated to cost more than \$25,000, proposals will be solicited from all contractors on the list and awarded to the lowest bidder. Contracts for specific projects that exceed the dollar limits established in the list will be procured separately in compliance with the City Code and adopted policies.

Emerging Small Business Development (ESBD): Construction Testing Services, Youngdahl, and Matriscope Engineering are certified with the City as emerging/small businesses.



Requires Council Approval: No YES

Meeting: 2-12-13

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Professional Services	PO Type:	Attachment: Supplement No.: 5
Not to Exceed: \$0.00		Original Doc Number: 2008-0216
Other Party: Matriscope Engineering		Certified Copies of Document::
Project Name On-Call Materials Sampling & Geotechnical Testing		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: 388552 Bid Transaction #: Q083275013		E/SBE-DBE-M/WBE: 100%

Department Information

Department: General Services

Division: Facilities Real Property Mgt

Project Mgr: Yadi Kavakebi

Contract Services: Tim Hopper

Director: Reina J. Schwartz

Phone Number: 808-8173

Org Number: 13001021

Comment: Original Contract Amount: \$300,000.00

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>[Signature]</i>	1/10/13
Contract Services:	<i>T-Hopper</i>	1-14-13

City Attorney	Signature or Initial	Date
City Attorney:	<i>KCB</i>	1/10/13

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>	1/23/13
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

For City Clerk Processing

Finalized:

Initial:

Date: _____

Imaged:

Initial: _____

Date: _____

Received:
(City Clerk Stamp Here)

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Materials Sampling & Geotechnical (PN388552)
Purchase Order #:

Date: 01/07/2013
Supplemental Agreement No.: 5

The City of Sacramento ("City") and **Matriscope Engineering** ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number **2008-0216**, 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:

~~Annual Renewal. Extend time from 3/01/13 through 03/01/14.~~

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/decreased** by \$0.00, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$300,000.00
Net change by previous supplemental agreements:	\$0.00
Not-to-exceed amount prior to this supplemental agreement:	\$300,000.00
Increase/decrease by this supplemental agreement:	\$ 0.00
New not-to exceed amount including all supplemental agreements:	\$300,000.00

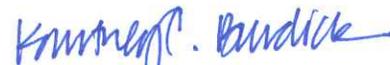
- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect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

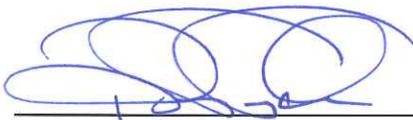
Approval Recommended By:


Project Manager

Approved By:

Approved As To Form By:


City Attorney


Contractor 1/8/2013

Approved By:

Attested To By:


Reina Schwartz
Director, Department of General Services

City Clerk



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No YES

Meeting: 2-12-13

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Professional Services	PO Type:	Attachment: Supplement No.: 5
Not to Exceed: \$0.00		Original Doc Number: 2008-0215
Other Party: Wallace & Kuhl Associate		Certified Copies of Document::
Project Name On-Call Materials Sampling & Geotechnical Testing		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: 388550 Bid Transaction #: Q083275013		E/SBE-DBE-M/WBE: 0%

Department Information

Department: General Services

Division: Facilities Real Property Mgt

Project Mgr: Yadi Kavakebi

Contract Services: Tim Hopper

Director: Reina J. Schwartz

Phone Number: 808-8173

Org Number: 13001021

Comment: Original Contract Amount: \$300,000.00

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		1/10/13
Contract Services:		1-14-13

City Attorney	Signature or Initial	Date
City Attorney:		1/16/13

Send Interoffice Mail to Reina J. Schwartz (12500)

Notify for Pick Up

Authorization	Signature or Initial	Date
Reina Schwartz Director, General Services:		1/23/13
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

For City Clerk Processing

Finalized:

Initial:

Date:

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Initial:

Date:

Received:
(City Clerk Stamp Here)

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Materials Sampling & Geotechnical (PN388550)
Purchase Order #:

Date: 01/07/2013
Supplemental Agreement No.: 5

The City of Sacramento ("City") and Wallace & Kuhl ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2008-0215, 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:

Annual Renewal. Extend time from 3/01/13 through 03/01/14.

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/decreased by \$0.00, and said maximum not-to-exceed amount is amended as follows:

Table with 2 columns: Description and Amount. Rows include Agreement's original not-to-exceed amount (\$300,000.00), Net change by previous supplemental agreements (\$0.00), Not-to-exceed amount prior to this supplemental agreement (\$300,000.00), Increase/decrease by this supplemental agreement (\$ 0.00), and New not-to exceed amount including all supplemental agreements (\$300,000.00).

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:

Handwritten signature of Project Manager over a horizontal line.

Approved By:

Approved As To Form By:

Handwritten signature of City Attorney over a horizontal line.

Handwritten signature of Contractor over a horizontal line.

Approved By: DAVID A. REDFORD SENIOR ENGINEER WALLACE & KUHL

Attested To By:

Handwritten signature of Reina J. Schwartz over a horizontal line.

Reina J. Schwartz
Director, Department of General Services

Horizontal line for City Clerk signature.

City Clerk



Requires Council Approval: No YES

Meeting: 02/12/13

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Professional Services	PO Type:	Attachment: Supplement No.: 5
Not to Exceed: \$0.00		Original Doc Number: 2008-0213
Other Party: Youngdahl Consulting Group, Inc.		Certified Copies of Document::
Project Name On-Call Materials Sampling & Geotechnical Testing		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: 388540 Bid Transaction #: Q083275013		E/SBE-DBE-M/WBE: 100%

Department Information

Department: General Services

Division: Facilities Real Property Mgt

Project Mgr: Yadi Kavakebi

Contract Services: Tim Hopper

Director: Reina J. Schwartz

Phone Number: 808-8173

Org Number: 13001021

Comment: Original Contract Amount: \$300,000.00

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		1/14/12
Contract Services:		1-15-13

City Attorney	Signature or Initial	Date
City Attorney:		1/16/13

Send Interoffice Mail to Reina J. Schwartz (12500)

Notify for Pick Up

Authorization	Signature or Initial	Date
Reina Schwartz Director, General Services:		1/23/13
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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SUPPLEMENTAL AGREEMENT

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Project Title and Job Number: Materials Sampling & Geotechnical (PN388540)
Purchase Order #:

Date: 01/07/2013
Supplemental Agreement No.: 5

The City of Sacramento ("City") and **Youngdahl Consulting Group, Inc.** ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number **2008-0213**, 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:

Annual Renewal. Extend time from 3/01/13 through 03/01/14.

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/decreased** by \$0.00, and said maximum not-to-exceed amount is amended as follows:

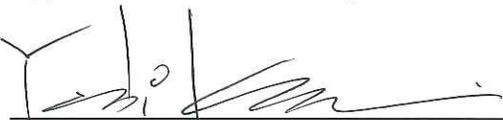
Agreement's original not-to-exceed amount:	\$300,000.00
Net change by previous supplemental agreements:	\$0.00
Not-to-exceed amount prior to this supplemental agreement:	\$300,000.00
Increase/decrease by this supplemental agreement:	\$ 0.00
New not-to exceed amount including all supplemental agreements:	\$300,000.00

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.

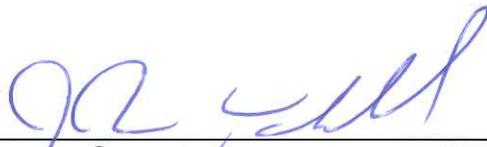
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:



Project Manager

Approved By:



Contractor

Approved By:



Reina Schwartz
Director, Department of General Services

Approved As To Form By:



City Attorney

Attested To By:

City Clerk



Requires Council Approval: No YES Meeting: 02/12/13

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Professional Services	PO Type:	Attachment: Supplement No.: 5
Not to Exceed: \$0.00		Original Doc Number: 2008-2014-0214
Other Party: Construction Testing Services		Certified Copies of Document:.
Project Name On-Call Materials Sampling & Geotechnical Testing		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: 388545 Bid Transaction #: Q083275013		E/SBE-DBE-M/WBE: 0%

Department Information

Department: General Services Division: Facilities Real Property Mgt

Project Mgr: Yadi Kavakebi

Contract Services: Tim Hopper Director: Reina J. Schwartz

Phone Number: 808-8173 Org Number: 13001021

Comment: Original Contract Amount: \$300,000.00

Review and Signature Routing

Department Signature or Initial Date

Project Mgr: [Signature] 1/24/12

Contract Services: [Signature] 1-29-13

City Attorney Signature or Initial Date

City Attorney: [Signature] 1/30/13

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 No

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

For City Clerk Processing

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Initial: _____

Date: _____

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Initial: _____

Date: _____

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(City Clerk Stamp Here)

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Materials Sampling & Geotechnical (PN388545)
Purchase Order #:

Date: 01/07/2013
Supplemental Agreement No.: 5

The City of Sacramento ("City") and Construction Testing Services ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number **2008-0214**, 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:

of performance to
~~Annual Renewal. Extend time from 3/01/13 through 03/01/14.~~

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/decreased** by \$0.00, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$300,000.00
Net change by previous supplemental agreements:	\$0.00
Not-to-exceed amount prior to this supplemental agreement:	\$300,000.00
Increase/decrease by this supplemental agreement:	\$ 0.00
New not-to exceed amount including all supplemental agreements:	\$300,000.00

- 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:

Approved As To Form By:


City Attorney


Contractor *Bradford Quon, GE / CTS*
Approved By:

Attested To By:

City of Sacramento

City Clerk