

Meeting Date: 2/18/2014

Report Type: Consent

Report ID: 2014-00104

Title: Agreement Addendum: Pre-Construction Services for the Community Center Theater Renovation Project (M17100100)

Location: District 4

Issue: The supplemental agreement before the Council will expand the current scope to include multiple project options; increase the contract amount of \$87,458 by \$86,900, commensurate with the increased services for a new total of \$174,358; and extend the term to October 30, 2015.

Recommendation: Pass a Motion authorizing the City Manager or his designee to execute Supplemental Agreement No. 4 to City Agreement 2010-0678 with Kitchell CEM, Inc. to expand the current scope to include multiple project options; increase the contract amount of \$87,458 by \$86,900 commensurate with the increased services for a new total of \$174,358; and extend the term to October 30, 2015.

Contact: Tina McCarty, Administrative Officer, (916) 808-8220, Convention, Culture & Leisure

Presenter: None

Department: Convention Culture & Leisure

Division: Conv Ctr Operational Admn

Dept ID: 17001151

Attachments:

1-Description/Analysis

2-Agreement Kitchell PSA Addendum 4

City Attorney Review

Approved as to Form
Kourtney Burdick
2/7/2014 8:40:42 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
1/22/2014 11:14:55 AM

Approvals/Acknowledgements

Department Director or Designee: Leslie Wisniewski - 2/6/2014 9:02:11 AM

Description/Analysis

Issue Detail: In August 2010, the City entered into a professional services agreement with Kitchell CEM, Inc. (2010-0678) for design-assist support services related to the Community Center Theater Renovation project (M17100100). At this time, the conceptual and design development plans, identified in the scope of services for that contract, have been completed. The remaining items in the scope that are yet to be completed require Kitchell to complete construction documents, finalize project cost estimates, and develop a Guaranteed Maximum Price (GMP) for project construction. This report asks council to approve a supplemental agreement, which will expand the scope of work to require Kitchell to review the design plans and prepare alternate options of renovation, including potential phasing options as well as minimum required renovation options. Additionally, the current agreement is set to expire on October 30, 2014. It is requested that the term of the agreement be extended to October 30, 2015, due to the additional timing required to complete the added scope.

Policy Considerations: Per Sacramento City Code 3.04.020, the City Council's approval is necessary to increase the contract amount. This report is consistent with the City's Strategic Plan goal of promoting and supporting economic vitality.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) [CEQA Guidelines sections 15378(b)(2)].

Sustainability: The Community Center Theater Renovation project (M17100100) may achieve the Leadership in Energy and Environmental Design (LEED) Silver certification and Title 24 Energy Compliance, depending on selected level of renovation.

Commission/Committee Action: None.

Rationale for Recommendation: Council requested that staff produce multiple project options, ranging in size and cost so that the magnitude of renovation may be discussed and appropriate financial resources identified. The current scope of services does not include multiple renovation options, project phasing, and accompanying cost estimates for more than one option. Therefore it is necessary to amend the current agreement to account for the new work required of the contractor. Staff will report to City Council with renovation options and associated preliminary cost estimates in April 2014.

Financial Considerations: The original amount of the Kitchell agreement is \$79,916. The agreement was increased in 2013 by \$7,542 to include an energy saving survey, bringing the total contractual amount to date to \$87,458. The additional fee for the proposed, expanded services is \$86,900, which will bring the new total to \$174,358. The contract with Kitchell is part of the Community Center Theater Renovation project

(M17100100); there are sufficient unobligated funds in the Community Center Theater Renovation project (M17100100) to fund the added increase.

Local Business Enterprise (LBE): Kitchell, CEM, Inc. is a Local Business Enterprise, located at 2750 Gateway Oaks Drive, Suite 300, Sacramento, CA 95833.

5Project Title and Job Number: Community Center Theater Pre-Construction Services Date: 1.21.2014
Purchase Order #: 0000012423 Supplemental Agreement No.: 2010-0678-4

The City of Sacramento ("City") and **Kitchell CEM, Inc.** ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number **2010-0678**, 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 following is added to the Scope of Services specified in Exhibit A of the Agreement:

CONSULTANT shall provide the CITY with additional renovation options and corresponding cost estimates for the following:

- a. **ADA path of travel (Basic) and (Enhanced)**
- b. **ADA Box Office (Basic) and (Expansion on L Street Vestibule)**
- c. **Lobby (Basic ADA Compliance) (Enhanced, expansion on 13th Street Side)**
- d. **Lobby Restrooms (Basic ADA Compliance) (Enhanced, expansion of restrooms)**
- e. **Interior Theater Space – Main Level, Grand Tier, and Second Tier (Basic ADA Compliance) (Enhanced including HVAC and finishes)**
- f. **Back of the house (basic ADA compliance) (enhanced including main and grand tier expansion of dressing rooms, elevator, MEP, etc.)**
- g. **Loading Dock (Minimum modification to existing) (New loading dock to accommodate 3 trucks)**
- h. **Event room on L Street**
- i. **New theater in a different location**
- j. **Replacement of Building Systems**
- k. **Improvement for the 10 year – To include a combination of the building system replacement, all ADA improvements, the restroom expansion and cosmetic improvements, (paint/carpet) but nothing more.**
- l. **Improvement for the 30 year – This would include everything in the 10 year plan plus the “enhanced” version of all areas including the Event space on L Street**
- m. **For the purpose of this contract the term**

With respect to this section the following terms are defined as such:

“Basic” shall refer to the minimum amount of work required to meet code.

“Enhanced” shall refer to items not required by code but inclusion of such items benefits the functionality or esthetics of the project.

“10 year” shall refer to that which is necessary to bring the Theater to code standards and usable for a duration of not less than ten years.

“30 year” shall refer to that which is necessary to bring the Theater to code standards and usable for a duration of not less than thirty years.

5. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services. **AGREEMENT EXPIRES OCTOBER 30, 2015.**

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 Consultant's fees and expenses, is **increased/decreased** by **\$86,900.00**, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount :	<u>\$79,916</u>
Net change by previous supplemental agreements:	<u>\$7,542</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$87,458</u>
Increase/decrease by this supplemental agreement:	<u>\$86,900</u>
New not-to exceed amount including all supplemental agreements:	<u>\$174,358</u>

5. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2,

SUPPLEMENTAL AGREEMENT

above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant 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 Consultant.

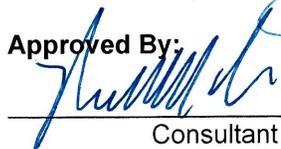
6. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
7. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant 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:

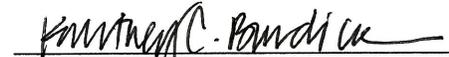
 1/27/2019

Consultant

Approved By:

Rebecca Bitter, Interim Director
Convention Culture and Leisure Department
City of Sacramento

Approved As To Form By:



City Attorney

Attested To By:

City Clerk