

Meeting Date: 7/15/2014

Report Type: Consent

Report ID: 2014-00501

Title: Agreements: Community Center Theater Renovation, Architect and Pre-Construction Services Contract Amendments (M17100100)

Location: 1301 L Street, District 4

Recommendation: Pass a Motion authorizing the City Manager or his designee to execute 1) the First Amendment to City Agreement 2010-0306 with Westlake Reed Leskosky, adding \$459,196 to the original contract amount to perform additional architectural services for the Community Center Theater Renovation Project (M17100100) (the "Project"), for a total not to exceed amount of \$3,971,786; and 2) Supplement 5 to City Agreement 2010-0678 with Kitchell CEM, Inc., adding \$524,051 to the original contract amount to perform additional design-assist services for the Project, for a total not to exceed amount of \$698,409.

Contact: Tina McCarty, Administrative Officer, (916) 808-8220; Jeff Blanton, Associate Architect, (916) 808-8423, Convention and Cultural Services

Presenter: None

Department: Convention Culture & Leisure / General Services

Division: Conv Ctr Operational Admn

Dept ID: 17001151

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Contract Amendment (Westlake)
- 4-Contract Amendment (Kitchell)

City Attorney Review

Approved as to Form
Kourtney Burdick
7/10/2014 10:59:14 AM

Approvals/Acknowledgements

Department Director or Designee: Rebecca Bitter - 7/2/2014 11:11:58 AM

Description/Analysis

Issue Detail: On April 17, 2014, Council directed the City Manager to proceed with construction drawings for two renovation options for the Community Center Theater—the Basic option and Enhanced option, both of which are described in Attachment 1. Both the City’s contract with the architect on the project, Westlake, Reed, Leskosky (“WRL”), and the City’s contract with the design-assist contractor, Kitchell CEM, Inc. (“Kitchell”), must be amended to expanded the scope of work for the second set of drawings.

Policy Considerations: The recommendation in this report will allow the City to proceed with two sets of construction documents, one for each renovation option. A renovation is being considered to keep the Community Center Theater operational while providing a critically needed cultural venue for residents and visitors.

Economic Impacts: None.

Environmental Considerations:

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

Sustainability: The Enhanced option includes replacement of the chiller and air handling units but does not include complete replacement of the HVAC or electrical systems. LEED (Leadership in Energy and Environmental Design) certification and Title 24 Energy Compliance will not be achieved with either of the renovation options.

Commission/Committee Action: None.

Rationale for Recommendation: The current agreements must be amended to include completing two sets (as opposed to one set) of construction documents. The differences between the two options require material variances in engineering and design to be identified through the creation of two separate sets of drawings and specifications.

Financial Considerations: The Community Center Theater operates as part of the Convention Center Complex, supported by the Community Center Enterprise Fund (Fund 6010). The Community Center Theater Renovation (M17100100) project has sufficient funds, an unobligated balance of \$3.6 million as of June 20, 2014, to cover the additional architectural and pre-construction services.

Annual funding is provided for this project through the Theater Facility Fee. This fee was established by Council in 2007 (Resolution 2007-715) and the current \$3.00 ticket surcharge supports the Community Center Theater through the M17100100 project. An appropriation of \$700,000 was approved through the 2014 – 2019 Capital Improvement Program and will be added to the Theater Renovation project as of July 1, 2014.

Local Business Enterprise (LBE): The recommended action does not involve activities subject to the LBE program. The City entered into the initial agreements with both WRL and Kitchell prior to the City's adoption of the LBE program.

Background:

The Community Center Theater is Sacramento's only performing arts facility of its size (2,468 seats) and currently serves the Sacramento Ballet, Sacramento Opera, California Musical Theater, and the Sacramento Philharmonic. With an aging facility, it is challenging to continue to serve arts patrons and the performance groups as facility requirements and many operational factors have changed since 1976, when the theater was opened. Without renovation, the theater could be in jeopardy of losing the ability to provide a quality venue for long-standing performing arts groups and compete for market share with other performing arts venues in the Sacramento region.

Accessibility is a critical focus of renovation of the 40 year-old Community Center Theater. In its current state it is not fully accessible or compliant with Americans with Disabilities Act (ADA) standards. Specific accessibility improvements were made relating to litigation, however, it would be prudent to pursue renovation in order to achieve broader ADA and code compliance. Failure to complete renovation in compliance with accessibility requirements may subject the City to further litigation and potential theater closure. Additionally, failure to replace major components of the mechanical, electrical and life safety systems could result in unavoidable disrepair and potential catastrophic failure. The building systems are original and approach or extend beyond expected operational life.

The facility also lacks restroom capacity, lobby space, efficient food and beverage concession space, loading dock area and theatrical staging systems.

On April 17, 2014, Council directed staff to proceed with construction documents for both the Basic Option (with added women's restrooms) and for the Enhanced Option (with the south lobby and L Street site work as an alternate bid item). Both options are explained further below. After the construction documents are completed, staff will return to Council with updates on cost estimates for each renovation option and seek further direction.

Next Steps and Schedule

The architectural design firm for the project, Westlake Reed Leskosky (WRL), has completed preliminary design of the renovation project, which is considered a 35 percent level of design. City Council previously approved using the design-assist project delivery method for renovation of the Community Center Theater project and selected Kitchell as the contractor. Under the design-assist process, Kitchell works with WRL to develop design and construction documents with a focus on constructability and provides cost estimating and phasing services. WRL will develop final design and construction documents for both requested options by the end of this year.

Description of the two options

The following is a description of the Basic and Enhanced options, as approved by City Council on April 17, 2014.

OPTION 1 – BASIC

Exterior and First Floor:

- Rework the existing box office and concessions to make ADA compliant. No expansion of the box office, ticket vestibule or entry lobby.
- Add a third means of egress to the lobby within the existing storefront wall. Include stairs and ramps necessary for ADA compliance. No expansion of the lobby space.
- Add ADA compliant stalls in the men's and women's restroom.
- K street entrance door to remain as is.
- Add two ADA compliant dressing rooms with adjoining compliant restrooms adjacent to first floor dressing rooms.
- Add hot water capability within the dressing room restroom, sinks and showers.
- Minimal change to the L Street elevation resulting from ADA requirements. Add accessible ramp from the street. Flatten slope of the vehicle loading area along driveway. Remove and reinstall covered canopy at the main entrance if required to achieve new loading driveway grades. Additional steps and ramps as needed to get to 13th street.
- K Street ADA and fire access road to remain, fewer planters and reduced landscape scope.
- House at orchestra level to remain as is with the following:
 - Replace rear acoustical drapery
 - New seating
 - New carpeting in the aisles
- Upgrade to include all OSHA, life safety and code compliant requirements on the first floor

Grand Tier:

- ADA upgrades to all side boxes
- Handrails at all stairs and ramps
- Add hot water capability within the dressing room restroom, sinks and showers.
- Upgrade to include all OSHA, life safety and code compliant requirements on the grand tier

Second Tier:

- ADA upgrades to all side boxes
- Handrails at all stairs and ramp
- New elevator in dressing room area (required for ADA compliance).
- Upgrade to include all OSHA, life safety and code compliant requirements on the second tier

General Notes:

- No changes to the existing mechanical, electrical or plumbing systems
- Project not LEED compliant, no electrical, low voltage, lighting or audio/visual upgrades
- Loss of 262 theater seats for a new total of 2,206 seats

Added by City Council on April 17, 2014):

- Restrooms to be expanded by adding 100 percent more fixtures in First Floor and Grand Tier (including toilets, urinals, and sinks).

OPTION 2 – ENHANCED

Exterior and First Floor:

Project scope within the Enhanced Basic option includes the features of the Basic option with additional enhancements:

- Revised entry and box office.
- New glass windows / doors and canopy at K and L Street entrances.
- New storefront windows with an additional seven feet of added space in the lobby. Add a third lobby exit within the new storefront wall with ADA compliant stairs and ramps.
- Dressing rooms to be expanded to allow for wheelchair access.
-
- Minimal changes to the L Street elevation resulting from ADA requirements. Add ADA accessible ramp from the street. Flatten the existing vehicle loading area along driveway. Building entrance will include new glass windows / doors and canopy. Additional steps and ramps added per ADA to access 13th street.
- K Street ADA features and fire access road to remain with fewer planters and reduced landscape scope.
- Angle two-bay loading dock to 14th Street. Re-work parking along 14th Street.
- Orchestra level to remain as is except for the following;
 - Replace side acoustical draperies
 - Add ADA signage

Grand Tier:

- Seating on grand tier to be refurbished.
- Add restrooms to the donor lounge area.
- Second floor dressing rooms to be fully expanded and upgraded to meet ADA.

Second Tier:

- Refurbish seats

General Notes:

- Mechanical & Plumbing – Replace air handling units and chillers. No ductwork changes.
- Electrical – No electrical, low voltage, lighting or A/V upgrades.
- Loss of 262 theater seats for a new total of 2,206 seats

- Project not LEED compliant

Add Alternate (Requested by City Council on April 17, 2014):

- Expanded lobby spaces



Requires Council Approval: No YES Meeting: 7/15/14

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Select Contract Type	PO Type:	Attachment: Amendment No.: 1
\$ Not to Exceed: \$ 3,971,780		Original Doc Number: 2010-0306
Other Party: Westlake, Reed, Leskosky LLC		Certified Copies of Document: 1
Project Name: Architectural Services for Theater Renovation		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: M17100100	Bid Transaction #:	E/SBE-DBE-M/WBE: No

Department Information

Department: CCL Division: Convention Center
 Project Mgr: Tina McCarty Supervisor: Tina McCarty
 Contract Services: Tina McCarty Date: Division Mgr: Judy Goldbar
 Phone Number: x8220 Org Number: 17001151
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>[Signature]</i>	6/24/14
Accounting:	<i>[Signature]</i>	
Contract Services:	<i>[Signature]</i>	
Supervisor:	<i>[Signature]</i>	
Division Manager:	<i>[Signature]</i>	
City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	6/24/14

Send Interoffice Mail Notify for Pick Up

Authorization Signature or Initial Date
 CCA *Rebecca Bitter*
 Department Director: _____
 City Mgr: yes No

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:
(City Clerk Stamp Here)

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

**FIRST AMENDMENT TO CITY AGREEMENT 2010-0306
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES
FOR THE COMMUNITY CENTER THEATER RENOVATION PROJECT M17100100**

This first amendment (“**First Amendment**”) to City Agreement 2010-0306 (“**Agreement**”), as amended, dated _____, 2014, for purposes of identification only, is between the City of Sacramento, a municipal corporation (“**City**”), and Westlake Reed Leskosky, LLC (“**Consultant**” or “**Contractor**”). The City and Contractor may be referred to collectively as “**Parties**” or in the singular as “**Party**,” as the context requires.

Recitals

- A. In 2010, the Parties entered into the Agreement wherein the Contractor agreed to provide architectural design services for the renovation of the City’s Community Center Theater.
- B. On April 17, 2014, the City Council directed the City move forward with two sets of construction documents for the renovation: the Basic option and Enhanced option, both of which are explained in Attachment 1.
- C. Accordingly, the City would like to amend the Agreement to direct Contractor to proceed with construction documents for both renovation options. It is the intent of the parties to leave the scope of work in the Agreement as is, except as specified below, but require Contractor to complete the Construction Document Development and Completion Phase (as defined in the Agreement) for both renovation options. Once that Phase is complete, the City may select a renovation option and choose to proceed with the remaining phases of work (as defined in the Agreement) for that option.
- D. In an effort to keep costs down, the parties agree that Contractor will no longer pursue LEED certification.

Based on the facts in the foregoing recitals, the City and Contractor agree to amend the Agreement as follows:

- 1. **Basic and Enhanced Renovation Options.** Contractor agrees to complete all tasks within the Construction Document Development and Completion Phase, identified as Phase C in the Agreement, for both the Basic and Enhanced renovation options. Upon completion of this phase, the City may, at its option, select a renovation option—Basic or Enhanced—and choose to proceed with the remaining phases of work as set forth in the Agreement. Contractor acknowledges and agrees that City has no obligation to proceed with one or all

of the remaining phases of work. Contractor acknowledges that City is not obligated to complete the work with Contractor.

2. **Amendments to Attachment 1 to Exhibit A.** Attachment 1 to Exhibit A is amended as follows:

a) Section I(C)(1)(y) is deleted and replaced in its entirety with the following:

Consultant shall reference the 2014 Certified Access Specialist Program (CASp) survey and City standards for Mech. & Electrical and incorporate the reports in the Construction Documents.

b) Section I(C)(7) is deleted and replaced in its entirety with the following:

Submit one (1) reproducible set and five (5) copies, and copies in AutoCAD and PDF formats of the above mentioned Construction Documents for review and approval at 50% and 100% completion with all Title 24 energy calculations.

c) Section I(E)(16) is deleted in its entirety.

d) Section II(D) is deleted in its entirety.

e) Section II(W) is deleted and replaced in its entirety with the following:

On-Site Staffing

Consultant shall provide on-site staff presence and reference support throughout each summer construction period (June 1 - September 30) beginning in 2016 and continuing each summer through completion of construction, not to exceed 18 months, total. On-site staff shall include a designated construction representative from the consultant's office, acceptable to the City, with authority to represent Consultant and execute construction administration activities on-site for expedited execution of the work. Consultant or its authorized representative shall be available and responsive, even when not on site, throughout the duration of the project until construction completion, not to exceed three years from construction commencement. The designated construction representative shall remain unchanged throughout the entire Project until the Work is completed, or as approved by City. Should the construction period exceed four years from the start of construction, the City and Consultant retain the right to renegotiate billable rates for construction administration not to exceed an increase of 10% above current rates.

f) Section V(2) is deleted and replaced in its entirety with the following:

Project Schedule:

- Schematic Design Phase: May-July, 2010 (3 months)
- Schematic Design Review: August, 2010 (1 month)
- Design Development Phase: September - December, 2010 (4 months)
- Design Development Review: January, 2011 (1 month)
- Construction Document Development and Completion: May 2014 – Nov. 2014
- Building Department Plan Check Jan. – May 2015
- Bid Phase and Development of GMP June – July 2015
- Construction contract GMP to Council for Award August 2015
- Exterior and non-intrusive construction begins August 2015 (following contract award)
- The parties anticipate heavy construction while the theater is not in use, during the summers of 2016, 2017, and 2018.
- Construction activities outside of the main theater shall not impact the operation of the theater or convention center.
- Final project completion is expected by the end of 2018. The Community Center Theatre will remain open for each season and will be closed for heavy construction during the off-season months (June through September) in 2016, 2017, and 2018.

6. **Amendment to Section 1 of Exhibit B.** Section 1 of Exhibit B is deleted and replaced in its entirety with the following:

CONTRACTOR’S Compensation. The total of all fees paid to the Contractor for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the “Services”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$3,971,786, as explained below.

a) The total of all fees paid to Contractor for completion of all work through the Construction Document and Development Phase (C) for both the Basic and Enhanced renovation options shall not exceed the following amounts:

Schematic Design Phase (A)	\$ 462,077
Design Development Phase (B)	\$ 572,150
Basic Option: Construction Document Development and Completion Phase (C)	\$ 290,178
Enhanced Option: Construction Document Development and Completion Phase (C)	\$ 1,265,875
<u>Reimbursable Expenses</u>	<u>\$ 176,000</u>

Total \$ 2,766,280

- b) Upon completion of the Construction Document Development and Completion Phase for each renovation option, the City may select a renovation option—Basic or Enhanced—and choose to proceed with the remaining phases for that option. If the City decides to proceed, Contractor’s compensation shall not exceed either of the following amounts, depending on the renovation option selected by the City:

BASIC OPTION

Design Support During Bidding Phase (D):	\$ 19,090
Design Support During Construction Phase (E):	\$ 229,088
Reimbursable Expense	\$ 54,000
Total	\$ 302,178

ENHANCED OPTION

Design Support During Bidding Phase (D):	\$ 83,281
Design Support During Construction Phase (E):	\$ 999,375
Reimbursable Expenses:	\$ 122,850
Total	\$ 1,205,506

Contractor shall not commence any phase of work for either the Basic or Enhanced Renovation option before receiving a Notice to Proceed from the City, which the City may issue at its discretion. Contractor agrees that it shall not be compensated for any Services performed by Contractor for which a required Notice to Proceed has not been issued by the City. By executing and approving the Agreement, the City does not warrant or imply that it will authorize Contractor to perform every phase within the Scope of Services.

- 7. Ratification.** Except as modified by this First Amendment, the Agreement is ratified, affirmed, and remains in full force and effect.
- 8. Authority.** The person signing this First Amendment on Contractor’s behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Contractor to this First Amendment.
- 9. Effective Date.** This First Amendment is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below.

(Signature Page Follows)

CITY OF SACRAMENTO

By: _____
John F. Shirey, City Manager

Date: _____

APPROVED AS TO LEGAL FORM
Sacramento City Attorney

By: Kourtney P. Burdick
Kourtney Burdick, Deputy City Attorney

ATTEST:
Sacramento City Clerk

By: _____

WESTLAKE REED LESKOSKY, LLC.

By: Paul Westlake Jr.

Print Name: PAUL WESTLAKE JR. MANAGING PRINCIPAL

Date: JUNE 18, 2014

Attachment 1: Basic and Enhanced Renovation Options

DEFINITIONS OF BASIC AND ENHANCED OPTIONS

BASIC OPTION

Exterior and First Floor:

- Rework the existing box office and concessions to make ADA compliant. No expansion of the box office, ticket vestibule or entry lobby.
- Add a third means of egress to the lobby within the existing storefront wall. Include stairs and ramps necessary for ADA compliance. No expansion of the lobby space.
- Add ADA compliant stalls in the men's and women's restroom, which results in adding 100 percent more fixtures (including toilets, urinals, and sinks).
- K street entrance door to remain as is.
- Add two ADA compliant dressing rooms with adjoining compliant restrooms adjacent to first floor dressing rooms.
- Add hot water capability within the dressing room restroom, sinks and showers.
- Minimal change to the L Street elevation resulting from ADA requirements. Add accessible ramp from the street. Flatten slope of the vehicle loading area along driveway. Remove and reinstall covered canopy at the main entrance if required to achieve new loading driveway grades. Additional steps and ramps as needed to get to 13th street.
- K Street ADA and fire access road to remain, fewer planters and reduced landscape scope.
- House at orchestra level to remain as is with the following:
 - Replace rear acoustical drapery
 - New seating
 - New carpeting in the aisles
- Upgrade to include all OSHA, life safety and code compliant requirements on the first floor

Grand Tier:

- ADA upgrades to all side boxes
- Handrails at all stairs and ramps
- Second floor restrooms to be fully expanded and will be identical to the first floor changes.
- Add hot water capability within the dressing room restroom, sinks and showers.
- Upgrade to include all OSHA, life safety and code compliant requirements on the grand tier

Second Tier:

- ADA upgrades to all side boxes
- Handrails at all stairs and ramp
- Second floor dressing rooms to be expanded and upgraded to meet ADA
- Backstage elevator added.
- Upgrade to include all OSHA, life safety and code compliant requirements on the second tier

General Notes:

- No changes to the existing mechanical, electrical or plumbing systems
- Project not LEED compliant, no electrical, low voltage, lighting or audio/visual upgrades
- Loss of 262 theater seats for a new total of 2,206 seats

ENHANCED OPTION

Exterior and First Floor:

Project scope within the Enhanced option includes the features of the Basic option with additional enhancements:

- Revised entry and box office.
- New glass windows / doors and canopy at K and L Street entrances.
- New storefront windows with an additional seven feet of added space in the lobby. Add a third lobby exit within the new storefront wall with ADA compliant stairs and ramps.
- Restrooms to be expanded Dressing rooms to be expanded to allow for wheelchair access.
- Minimal changes to the L Street elevation resulting from ADA requirements. Add ADA accessible ramp from the street. Flatten the existing vehicle loading area along driveway. Building entrance will include new glass windows / doors and canopy. Additional steps and ramps added per ADA to access 13th street.
- K Street ADA features and fire access road to remain with fewer planters and reduced landscape scope.
- Angle two-bay loading dock to 14th Street. Re-work parking along 14th Street.
- Orchestra level to remain as is except for the following;
 - Replace side acoustical draperies
 - Add ADA signage

Grand Tier:

- Seating on grand tier to be refurbished.
- Add restrooms to the donor lounge area.
- Second floor dressing rooms to be fully expanded and upgraded to meet ADA.

Second Tier:

- Refurbish seats

ADD ALTERNATE: Expanded lobby spaces including expanded and new façade on L and 13th Streets and new restroom on L street side for 25% more women's restrooms

General Notes:

- Mechanical & Plumbing – Replace air handling units and chillers. No ductwork changes.
- Electrical – No electrical, low voltage, lighting or A/V upgrades.
- Loss of 262 theater seats for a new total of 2,206 seats
Project not LEED compliant

Requires Council Approval: No YES Meeting: 7/15/14

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Select Contract Type	PO Type:	Attachment: Amendment No.: 5
\$ Not to Exceed: \$ 698,409		Original Doc Number: 2010-0678
Other Party: Kitchell CEM, Inc.		Certified Copies of Document:: 2
Project Name: Design Assist Construction Services for Theater		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: M17100100	Bid Transaction #:	E/SBE-DBE-M/WBE: No

Department Information

Department: CCL Division: Convention Center
 Project Mgr: Tina McCarty Supervisor: Tina McCarty
 Contract Services: Tina McCarty Date: Division Mgr: Judy Goldbar
 Phone Number: x8220 Org Number: 17001151
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>[Signature]</i>	6/24/14
Accounting:	<i>[Signature]</i>	
Contract Services:	<i>[Signature]</i>	
Supervisor:	<i>[Signature]</i>	
Division Manager:	<i>[Signature]</i>	
City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	6/24/14

Send Interoffice Mail Notify for Pick Up

Authorization Signature or Initial Date

Choose Director
 Department Director: _____

City Mgr: yes No

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:
(City Clerk Stamp Here)

**FIFTH AMENDMENT TO CITY AGREEMENT 2010-0678
DESIGN-ASSIST CONSTRUCTION SERVICES
FOR THE COMMUNITY CENTER THEATER RENOVATION PROJECT M17100100**

This fifth amendment (“**Fifth Amendment**”) to City Agreement 2010-0678 (“**Agreement**”), as amended, dated _____, 2014, for purposes of identification only, is between the City of Sacramento, a municipal corporation (“**City**”), and Kitchell CEM, Inc. (“**Contractor**”). The City and Contractor may be referred to collectively as “**Parties**” or in the singular as “**Party**,” as the context requires.

Recitals

- A. In 2010, the Parties entered into the Agreement wherein the Contractor agreed to provide design-assist construction services for the renovation of the City’s Community Center Theater, along with the potential for construction of the renovation if the City decides to proceed with that phase.
- B. On April 17, 2014, the Council directed the City move forward with two sets of construction documents for the renovation: the Basic option and Enhanced option, both of which are explained in Attachment 1.
- C. Accordingly, the City would like to amend the Agreement to direct Contractor to proceed with design-assist services for both renovation options. It is the intent of the parties to leave the scope of work in the Agreement as is, except as specified below, but require Contractor to complete the work for both renovation options.
- D. In an effort to keep costs down, the parties agree that Contractor will no longer work on LEED certification activities.
- E. If the City decides to proceed with construction, the City will select a renovation option—Basic or Enhanced—prior to bidding the project to develop a Guaranteed Maximum Price (“GMP”).

Based on the facts in the foregoing recitals, the City and Contractor agree to amend the Agreement as follows:

- 1. **Basic and Enhanced Options.** Contractor agrees to complete all tasks within the Scope of Services for both the Basic and Enhanced Renovation options. If the City decides to proceed with construction with Contractor, the City, at its option, will select a renovation option—Basic or Enhanced—prior to bidding in preparation for developing a Guaranteed Maximum Price (“GMP”). Contractor acknowledges and agrees that City has no obligation to proceed

with construction or any phase of the work. Contractor acknowledges that City is not obligated to complete the work with Contractor.

2. **Amendments to Attachment 1 to Exhibit A.** Attachment 1 to Exhibit A is amended as follows:

a) Section I(a)(vii) is deleted in its entirety.

b) Section I(b)(iii) is deleted and replaced in its entirety with the following:

Constructability Review - Review and comment on design concepts, recommendations, drawings, specifications, phasing plans, etc. to improve project constructability and implementation by contractors. Reviews to be done based on the following:

-- 50% and 95% Construction Documents ("CDs") for the Enhanced option

--95% CDs for the Basic option

--100% back-check for the renovation option selected by the City.

c) Section I(b)(iv) is deleted and replaced in its entirety with the following

Quality Control Review – Review drawings, specifications, etc. during the preparation of 50% CDs for the Enhanced option and 95% CDs for both the Enhanced and Basic options, for clarity and coordination.

d) Section I(b)(v) is deleted and replaced in its entirety with the following

Cost Estimating - Provide independent cost estimating at the completions of the 50% CDs for the Enhanced option and 95% CDs for both the Enhanced and Basic options.

e) Section I(b)(vi) is deleted and replaced in its entirety with the following

Participate in value-engineering reviews and workshops (if necessary) for 50% and 95% CDs for the Enhanced option only.

f) Sections I(g) is added as follows:

g. Contractor shall assist in the plan-check process.

g) Section I(h) is added as follows:

Contractor shall identify long-lead-time items. Contractor shall coordinate phasing and bidding to ensure the schedule and budget will not be impacted. If bidding for long-

lead-time items becomes necessary prior to award of the GMP, Contractor will assist the City in bidding the required long-lead-time items.

h) Section III (h), related to LEED commissioning activities, is deleted in its entirety.

3. **Amendment to Section 1 of Exhibit B.** Section 1 of Exhibit B is deleted and replaced in its entirety with the following:

CONTRACTOR’s Compensation. The total of all fees paid to the Contractor for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the “Services”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$698,409, as explained below.

- a) The total of all fees paid to Contractor for all work authorized up to, but not including, the Fifth Amendment shall not exceed the total sum of \$174,358, including reimbursable expenses.
- b) The total of all fees paid to Contractor for all work authorized by the Fifth Amendment, including normal revisions, shall not exceed \$524,051, which shall be based on Contractor completing the following milestones:

Basic Option:

Design Review for 95% CDs	\$ 6,750
Cost Estimating for 50% CDs Reconciliation	\$ 6,675
<u>Cost Estimating for 95% CDs Reconciliation</u>	<u>\$ 6,675</u>
<u>Basic Option Subtotal</u>	<u>\$ 20,100</u>

Enhanced Option:

Design Review for 50% CDs	\$ 27,940
Design Review for 95% CDs	\$ 31,560
Value Engineering for 50% CDs	\$ 23,320
Value Engineering for 95% CDs	\$ 23,320
Cost Estimating for 50% CDs	\$ 16,280
Cost Estimating for 95% CDs	\$ 16,280
<u>Enhanced Option Subtotal</u>	<u>\$ 138,700</u>

City-Selected Option – Prior to Preparation of GMP

Design Review for 100% for Selected Option	\$ 10,440
Cost Estimating for 100% for Selected Option	<u>\$ 13,500</u>
<u>Subtotal for Selected Option at 100%</u>	<u>\$ 23,940</u>
Project Management	\$293,670
Reimbursable Expense:	<u>\$ 47,641</u>
<u>Total Compensation</u>	<u>\$ 524,051</u>

Contractor shall not commence any phase of work for either the Basic or Enhanced Renovation options before receiving a written Notice to Proceed from the City, which the City may issue at its discretion. Contractor agrees that it shall not be compensated for any Services performed by Contractor for which a required Notice to Proceed has not been issued by the City. By executing and approving the Agreement, the City does not warrant or imply that it will authorize Contractor to perform every phase within the Scope of Services.

4. **Ratification.** Except as modified by this Fifth Amendment and all prior Amendments, the Agreement is ratified, affirmed, and remains in full force and effect.
5. **Authority.** The person signing this Fifth Amendment on Contractor's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Contractor to this Fifth Amendment.
6. **Effective Date.** This Fifth Amendment is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below.

(Signature Page Follows)

<p>CITY OF SACRAMENTO</p> <p>By: _____ John F. Shirey, City Manager</p> <p>Date: _____</p> <p>APPROVED AS TO LEGAL FORM Sacramento City Attorney</p> <p>By: <u>Kourtney Burdick</u> Kourtney Burdick, Deputy City Attorney</p> <p>ATTEST: Sacramento City Clerk</p> <p>By: _____</p>	<p>KITCHELL CEM, INC.</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>DAVID GIANNELLI</u></p> <p>Date: <u>06/24/2014</u></p>
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Attachment 1: Basic and Enhanced Renovation Options

DEFINITIONS OF BASIC AND ENHANCED OPTIONS

BASIC OPTION

Exterior and First Floor:

- Rework the existing box office and concessions to make ADA compliant. No expansion of the box office, ticket vestibule or entry lobby.
- Add a third means of egress to the lobby within the existing storefront wall. Include stairs and ramps necessary for ADA compliance. No expansion of the lobby space.
- Add ADA compliant stalls in the men's and women's restroom, which results in adding 100 percent more fixtures (including toilets, urinals, and sinks).
- K street entrance door to remain as is.
- Add two ADA compliant dressing rooms with adjoining compliant restrooms adjacent to first floor dressing rooms.
- Add hot water capability within the dressing room restroom, sinks and showers.
- Minimal change to the L Street elevation resulting from ADA requirements. Add accessible ramp from the street. Flatten slope of the vehicle loading area along driveway. Remove and reinstall covered canopy at the main entrance if required to achieve new loading driveway grades. Additional steps and ramps as needed to get to 13th street.
- K Street ADA and fire access road to remain, fewer planters and reduced landscape scope.
- House at orchestra level to remain as is with the following:
 - Replace rear acoustical drapery
 - New seating
 - New carpeting in the aisles
- Upgrade to include all OSHA, life safety and code compliant requirements on the first floor

Grand Tier:

- ADA upgrades to all side boxes
- Handrails at all stairs and ramps
- Second floor restrooms to be fully expanded and will be identical to the first floor changes.
- Add hot water capability within the dressing room restroom, sinks and showers.
- Upgrade to include all OSHA, life safety and code compliant requirements on the grand tier

Second Tier:

- ADA upgrades to all side boxes
- Handrails at all stairs and ramp
- Second floor dressing rooms to be expanded and upgraded to meet ADA
- Backstage elevator added.
- Upgrade to include all OSHA, life safety and code compliant requirements on the second tier

General Notes:

- No changes to the existing mechanical, electrical or plumbing systems
- Project not LEED compliant, no electrical, low voltage, lighting or audio/visual upgrades
- Loss of 262 theater seats for a new total of 2,206 seats

ENHANCED OPTION

Exterior and First Floor:

Project scope within the Enhanced option includes the features of the Basic option with additional enhancements:

- Revised entry and box office.
- New glass windows / doors and canopy at K and L Street entrances.
- New storefront windows with an additional seven feet of added space in the lobby. Add a third lobby exit within the new storefront wall with ADA compliant stairs and ramps.
- Restrooms to be expanded Dressing rooms to be expanded to allow for wheelchair access.
- Minimal changes to the L Street elevation resulting from ADA requirements. Add ADA accessible ramp from the street. Flatten the existing vehicle loading area along driveway. Building entrance will include new glass windows / doors and canopy. Additional steps and ramps added per ADA to access 13th street.
- K Street ADA features and fire access road to remain with fewer planters and reduced landscape scope.
- Angle two-bay loading dock to 14th Street. Re-work parking along 14th Street.
- Orchestra level to remain as is except for the following;
 - Replace side acoustical draperies
 - Add ADA signage

Grand Tier:

- Seating on grand tier to be refurbished.
- Add restrooms to the donor lounge area.
- Second floor dressing rooms to be fully expanded and upgraded to meet ADA.

Second Tier:

- Refurbish seats

ADD ALTERNATE: Expanded lobby spaces including expanded and new façade on L and 13th Streets and new restroom on L street side for 25% more women's restrooms

General Notes:

- Mechanical & Plumbing – Replace air handling units and chillers. No ductwork changes.
- Electrical – No electrical, low voltage, lighting or A/V upgrades.
- Loss of 262 theater seats for a new total of 2,206 seats
Project not LEED compliant