



## City Council Report

915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

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**File #:** 2016-01191

**Consent Item 06**

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**Title: Supplemental Agreements: On-Call Construction Inspection Services (15001141)**

**Recommendation:** Pass a Motion approving the following supplements for on-call construction inspection services: 1) Supplemental Agreement #2 to City Agreement #2015-0720 with Psomas in the amount of \$200,000; 2) Supplemental Agreement #3 to City Agreement #2015-0718 with Vali Cooper & Associates in the amount of \$200,000; 3) Supplemental Agreement #3 to City Agreement #2015-0721 with Salaber and Associates in the amount of \$200,000; and 4) Supplemental Agreement #1 to City Agreement #2015-1525 with HDR Engineering in the amount of \$200,000.

**Location:** Citywide

**Contact:** Nader Kamal, Supervising Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works.

**Presenter:** None.

**Department:** Public Works

**Attachments:**

- 1–Description Analysis
- 2–HDR – Supplemental Agreement
- 3–Psomas - Supplemental Agreement
- 4–Salaber – Supplemental Agreement
- 5–Vali Cooper – Supplemental Agreement

## Description/Analysis

**Issue Detail:** Approval of the supplemental agreements is necessary to provide on-call construction inspection services until new master services agreements are executed in June 2017.

The master consultant services agreements provide for the inspection of private development projects, encroachment permits, and capital improvement projects. Additional consultant staff may be required to augment staffing levels during peak workloads for projects such as water meter retrofits, parks projects, and public utility rehabilitation projects constructed by SMUD, PG&E, and AT&T

**Policy Considerations:** The action requested is consistent with Chapter 3.64 of the City Code and existing policy regarding professional services.

**Economic Impacts:** If all contracts are fully utilized, this project is expected to create 6.84 total jobs (3.93 direct jobs and 2.91 jobs through indirect and induced activities) and create \$1,055,906.40 in total economic output (\$665,545.88 of direct output and another \$390,360.53 of output through and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to qualify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

### Environmental Considerations:

California Environmental Quality Act (CEQA/NEPA): The approval of professional service agreements is not considered a project as defined by Section 15378 of the California Environmental Quality Act guidelines. The recommended action involves no physical construction and has no potential to cause a significant impact to the environment

**Sustainability:** The approval of supplemental Consultant Services Agreements will ensure that the City has the ability to provide timely inspections within the City right of way.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The agreements for each consultant were initially established with a not-to-exceed amount of \$800,000. Due to high levels of construction activity, additional capacity is needed to continue to meet project demands for construction inspection services until new master agreements are executed next summer.

**Financial Considerations:** The total not-to-exceed agreement amount for each consultant with the new supplemental agreements will be: Vali Cooper & Associates \$1,060,000; Psomas \$1,050,000; Salaber and Associates \$1,079,000 and HDR Engineering \$1,000,000.

After execution of the supplemental agreements, service is authorized on a time and materials basis by issuing a task order listing the project name, charge code, and budget. Task orders issued and managed by the Construction Section, Supervising Engineer are not to exceed \$100,000. Any subtask exceeding \$100,000 will be issued through a Supplemental Agreement approved by the City Council. The costs expended under these agreements will be paid for with development project fees, encroachment permit fees, or capital improvement project funds.

There is no impact on the General Fund

**Local Business Enterprise (LBE):** There was a 5% Local Business Enterprises project participation requirement for this project. All firms are local and will exceed the 5% requirement.

City of Sacramento  
**SUPPLEMENTAL AGREEMENT**

Contract #: 2015-1525-1

Purchase Order #:

Supplemental Agreement #: 1

Job#: 15001141

Project Title: On-Call Construction Inspection (HDR)

The City of Sacramento ("City") and HDR Construction Control Corporation, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-1525 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

**See Exhibit A**

- 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 of Payment of Contractor's fees and expenses, is increased by \$200,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$800,000.00
The net change by previous Supplemental Agreements:	\$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$800,000.00
The contract sum will be increased by this Supplemental Agreement:	\$200,000.00
The new not-to-exceed amount including all Supplemental Agreements:	\$1,000,000.00

- 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 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 in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
- 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.
- Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Nador Kamal  
Project Manager

Approved as to Form By:

[Signature]  
City Attorney

Approved By:

[Signature]  
HDR EEC Contractor graham.d.sharpe, VP

Approved By:

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

10-25-16  
Executed Date

Attested to By:

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

**Exhibit A**  
**On-Call Construction Inspection (HDR)**  
**2015-1525**

<i>Description</i>	<i>Amount</i>
<b>Supplemental Agreement #1</b>	
<b>PCO # 1.0 Client Initiated Changes</b>	<b>\$200,000.00</b>
09/22/16 Adding \$200,000.00 to the agreement for additional inspection services.	
1 Items	<b>Total for Change Order # 1 \$200,000.00</b>

1 Change Orders	1 Items	Total for Contract # 2015-1525	<b>\$200,000.00</b>
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00
		Changes to Bid Documents	\$0.00
		Client Initiated Changes	<b>\$200,000.00</b>

City of Sacramento  
**SUPPLEMENTAL AGREEMENT**

Contract #: 2015-0720-2

Purchase Order #:

Supplemental Agreement #: 2

Job#: 15001141

Project Title: **On-Call Construction Inspection (Psomas)**

The City of Sacramento ("City") and Psomas, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-0720 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby 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 Exhibit A**

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 of Payment of Contractor's fees and expenses, is increased by \$200,000.00 and said maximum not-to-exceed amount is amended as follows:

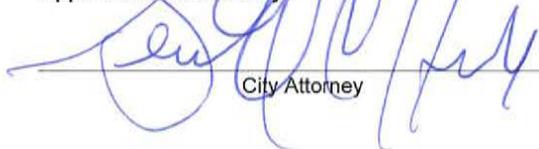
The original not-to-exceed amount:	\$800,000.00
The net change by previous Supplemental Agreements:	\$50,000.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$850,000.00
The contract sum will be increased by this Supplemental Agreement:	\$200,000.00
The new not-to-exceed amount including all Supplemental Agreements:	\$1,050,000.00

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 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 in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
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 the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

  
Project Manager

Approved as to Form By:

  
City Attorney

Approved By:

  
Contractor

Approved By:

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

10-25-16  
Executed Date

Attested to By:

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

**Exhibit A**  
**On-Call Construction Inspection (Psomas)**  
**2015-0720**

<i>Description</i>	<i>Amount</i>																
<b>Supplemental Agreement #2</b>																	
<b>PCO # 2.0 Client Initiated Changes</b>	\$200,000.00																
09/22/16 Adding \$200,000.00 to the agreement for additional inspection services.																	
1 Items	<b>Total for Change Order # 2</b>																
	<b>\$200,000.00</b>																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 Change Orders</td> <td style="width: 20%;">1 Items</td> <td style="width: 40%;">Total for Contract # 2015-0720</td> <td style="width: 10%; text-align: right;">\$200,000.00</td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>Totals By Reason</i></td> <td>Changed/Unforeseen Conditions</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2"></td> <td>Changes to Bid Documents</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2"></td> <td>Client Initiated Changes</td> <td style="text-align: right;">\$200,000.00</td> </tr> </table>	1 Change Orders	1 Items	Total for Contract # 2015-0720	\$200,000.00	<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00			Changes to Bid Documents	\$0.00			Client Initiated Changes	\$200,000.00	
1 Change Orders	1 Items	Total for Contract # 2015-0720	\$200,000.00														
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00														
		Changes to Bid Documents	\$0.00														
		Client Initiated Changes	\$200,000.00														

**City of Sacramento  
SUPPLEMENTAL AGREEMENT**

Contract #: 2015-0721-3

Purchase Order #:

Supplemental Agreement #: 3

Job#: 15001141

Project Title: **On-Call Construction Inspection (Salaber)**

The City of Sacramento ("City") and Salaber Associates Inc, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-0721 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

**See Exhibit A**

- 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 of Payment of Contractor's fees and expenses, is increased by \$200,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	_____	\$800,000.00
The net change by previous Supplemental Agreements:	_____	\$79,000.00
The not-to-exceed amount prior to this Supplemental Agreements:	_____	\$879,000.00
The contract sum will be increased by this Supplemental Agreement:	_____	\$200,000.00
The new not-to-exceed amount including all Supplemental Agreements:	_____	\$1,079,000.00

- 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 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 in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
- 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.
- Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Nader Kamal  
Project Manager

Approved as to Form By:

[Signature]  
City Attorney

Approved By:

Bob Russo Vice President, Salaber Associates  
Contractor

Approved By:

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

Attested to By:

10-25-16  
Executed Date

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

## Exhibit A

### On-Call Construction Inspection (Salaber)

2015-0721

<i>Description</i>	<i>Amount</i>																
<b>Supplemental Agreement #3</b>																	
<b>PCO # 3.0 Client Initiated Changes</b>	\$200,000.00																
09/22/16 Adding \$200,000.00 to the agreement for additional inspection services.																	
1 Items	Total for Change Order # 3																
	\$200,000.00																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 Change Orders</td> <td style="width: 10%;">1 Items</td> <td style="width: 30%;">Total for Contract # 2015-0721</td> <td style="width: 30%; text-align: right;">\$200,000.00</td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>Totals By Reason</i></td> <td>Changed/Unforeseen Conditions</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2"></td> <td>Changes to Bid Documents</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2"></td> <td>Client Initiated Changes</td> <td style="text-align: right;">\$200,000.00</td> </tr> </table>		1 Change Orders	1 Items	Total for Contract # 2015-0721	\$200,000.00	<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00			Changes to Bid Documents	\$0.00			Client Initiated Changes	\$200,000.00
1 Change Orders	1 Items	Total for Contract # 2015-0721	\$200,000.00														
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00														
		Changes to Bid Documents	\$0.00														
		Client Initiated Changes	\$200,000.00														

**City of Sacramento  
SUPPLEMENTAL AGREEMENT**

Contract #: **2015-0718-3**

Purchase Order #:

**Supplemental Agreement #: 3**

Job#: **15001141**

Project Title: **On-Call Construction Inspection (Vali Cooper)**

The City of Sacramento ("City") and Vali Cooper & Associates Inc, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-0718 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby 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 Exhibit A**

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 of Payment of Contractor's fees and expenses, is increased by \$200,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	<u>\$800,000.00</u>
The net change by previous Supplemental Agreements:	<u>\$60,000.00</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$860,000.00</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$200,000.00</u>
The new not-to-exceed amount including all Supplemental Agreements:	<u>\$1,060,000.00</u>

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 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 in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
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 the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Nader Ksmal  
Project Manager

Approved as to Form By:

[Signature]  
City Attorney

Approved By:

[Signature]  
Contractor Marian Ross, C.F.D.

Approved By:

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

Attested to By:

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

10-25-16  
Executed Date

**Exhibit A**  
**On-Call Construction Inspection (Vali Cooper)**  
**2015-0718**

<i>Description</i>		<i>Amount</i>
<b>Supplemental Agreement #3</b>		
<b>PCO # 3.0</b>	<b>Client Initiated Changes</b>	\$200,000.00
09/22/16	Adding \$200,000.00 to the agreement for additional inspection services.	
1	Items	<b>Total for Change Order # 3</b>
		<b>\$200,000.00</b>
1	Change Orders	<b>Total for Contract # 2015-0718</b>
		<b>\$200,000.00</b>
<i>Totals By Reason</i>		
		<b>Changed/Unforeseen Conditions</b>
		<b>\$0.00</b>
		<b>Changes to Bid Documents</b>
		<b>\$0.00</b>
		<b>Client Initiated Changes</b>
		<b>\$200,000.00</b>