



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01459

December 6, 2016

Consent Item 11

**Title: Change Order No. 23: Intermodal Phase II – Sacramento Valley Station
(T15029040)**

Recommendation: Pass a Motion 1) authorizing the City Manager or the City Manager's designee to execute Change Order No. 23 to Contract No. 2013-0571 with Rudolph & Sletten, Inc. in an amount not to exceed \$297,171 to complete the project; and 2) ratifying Change Order No. 15 through No. 22 for this project issued under City Manager authority.

Location: Council District 3

Contact: Gregory Taylor, AIA, LEED AP, Project Manager, (916) 808-5268; Jon Blank, Facilities Manager, (916) 808-7914, Department of Public Works

Presenter: None

Department: Public Works

Attachments:

- 1-Description/Analysis
- 2-Change Order Nos. 15 to 22
- 3-Change Order No. 23

Description/Analysis

Issue Detail: On June 25, 2013, City Council passed Motion No. 2013-0174 authorizing the City Manager to execute a contract with Rudolph & Sletten, Inc. to provide Design-Assist Services (C2013-0571) and develop the Guaranteed Maximum Price (GMP) for a defined scope of work to rehabilitate the historic station building. On October 21, 2014, City Council passed Resolution No. 2014-0436 authorizing the City Manager to execute Change Order No. 1 in the amount of \$30,191,847 to initiate the construction phase of the contract and increase the City Manager change order authority for single change orders in the amount not to exceed \$500,000 and the cumulative amount not to exceed \$2.5 million.

The project has encountered many unforeseen conditions during construction which increased the project scope, particularly in the building foundation, exterior masonry and terra cotta restoration, spatial constraints for mechanical and plumbing systems, and unexpected roofing deficiencies and extensive unforeseen conditioning of historic doors and windows and associated hardware. Additionally, design modifications to the building shell have been incorporated to reduce maintenance costs and improve marketability for tenant leasing. The anticipated completion date for the project is January 29, 2017.

On March 6, 2016 City Council passed Motion No. 2016-0064 authorizing the City Manager to execute Change Order No. 14 and ratifying Change Order Nos. 2 through 13 that were issued under City Manager authority. Change Order Nos. 15 through 22 (Attachment 2) have been executed under City Manager authority. Change Order No. 23 (Attachment 3) will provide funding for project scope items described in the Change Order.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.60 and Administrative Policy 4002 regarding contracts for public projects.

Economic Impacts: Contract No. 2013-0571, including Change Order Nos. 1-23, is expected to create 145.5 jobs (83.7 direct jobs and 61.8 jobs through indirect and induced activities) and create \$22,457,596 in total economic output (\$14,155,195 of direct output and another \$8,302,402 of output in indirect 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 quantify 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: In June 2009, the City Council approved a Mitigated Negative Declaration and a Notice of Determination was filed for the project. The Federal Highway Administration (FHWA) completed an environmental assessment of the entire Intermodal project (Phases 1-3), consistent with the National Environmental Policy Act. FHWA determined the project would not have a significant effect on the environment and issued a Finding of No Significant Impact in August 2009.

Sustainability: The Sacramento Intermodal Transportation Facility (SITF) projects will provide various alternative transportation modes including: rail freight movement, passenger rail trains, light rail transit, intercity and local buses, taxicabs, bicycle and pedestrian travel modes, and future modes such as streetcar and California High Speed Rail. The Intermodal Phase 2 project will provide efficiencies, improved operations, customer-oriented enhancements, and greatly expanded usable space.

Commission/Committee Action: None

Rationale for Recommendation: Change Order No. 23 to Contract No. 2013-0571 with Rudolph & Sletten, Inc. in the amount not to exceed \$297,171 is necessary to provide funding for project scope changes related to the unforeseen building conditions, necessary building structure improvements and other design modifications.

Financial Considerations: Sufficient funding exists in the Intermodal Phase II Construction Project budget (New Measure A Specific Project Fund, Fund 2023) to execute Change Order No. 23 to Contract No. 2013-0571 with Rudolph & Sletten, Inc. in the amount of \$297,171 for the project scope changes noted above.

Local Business Enterprise (LBE): This is a federally-funded project with fund administration involving the Federal Railroad Administration. Disadvantaged Business Enterprise (DBE) project participation requirements apply and LBE rules are held in abeyance. The GMP contract award complies with all federal DBE participation requirements.

Change Orders Executed under City Manager Authority after March 8, 2015

Change Order No. 15 with Rudolph & Sletten, Inc. in the amount not to exceed \$493,396 was executed on April 5, 2016. This change order covers the cost for electrical and data revisions, flooring type changes, improved security measures, Amtrak staging changes, solar equipment revisions, lighting revisions, structural improvements, repairs to historical elements, additional hazardous material abatement, and framing adjustments based on existing conditions. Also included are credits for elimination of flooring and removal of metal decking scope.

Change Order No. 16 with Rudolph & Sletten, Inc. in the amount not to exceed \$162,827 was executed on May 4, 2016. This change order covers the cost for additional unforeseen abatement and demolition of existing ceilings and walls, additional miscellaneous structural steel installation, additional exterior wainscot repair, and miscellaneous electrical and framing changes. Also included is a credit for crown molding not installed.

Change Order No. 17 with Rudolph & Sletten, Inc. in the amount not to exceed \$345,335 was executed on June 8, 2016. This change order covers the cost of door hardware revisions, addition and deletion of door openings, fire sprinkler modifications, miscellaneous concrete spall repairs, additional glass window repairs, replacement of south doors and hardware, additional fence installation, and window modifications.

Change Order No. 18 with Rudolph & Sletten, Inc. in the amount not to exceed \$353,246 was executed on July 8, 2016. This change order covers the cost of schedule extension due to unforeseen conditions to date, replacing glass in doors, additional exterior building cleaning, miscellaneous electrical revisions, and replacing historical plaster elements. Also included are credits for reduction in crown molding replacement and glass handrail placement.

Change Order No. 19 with Rudolph & Sletten, Inc. in the amount not to exceed \$487,914 was executed on August 9, 2016. This change order covers the cost of north door hardware revisions, removal of existing topping slab, additional General Conditions for unforeseen conditions to date, revised framing details, and PA system installation. Also included is a credit for change in insulation type.

Change Order No. 20 with Rudolph & Sletten, Inc. in the amount not to exceed \$358,204 was executed on September 6, 2016. This change order covers additional scaffolding rental for added and unforeseen work, revisions to the ticket counter, additional wall and framing demolition, lighting revisions, change in roofing type, sanitary sewer and storm drain revisions, and hardware revisions.

Change Order No. 21 with Rudolph & Sletten, Inc. in the amount not to exceed \$200,181 was executed on October 17, 2016. This change order covers the cost for electrical revisions, mechanical and plumbing revisions, expansion of third floor deck, sign revisions, and City security camera rough-in. Also included is a credit for wall type changes.

Change Order No. 22 with Rudolph & Sletten, Inc. in the amount not to exceed \$98,313 was executed on November 9, 2016. This change order covers the cost of installation and supplying the historical hardware in the doors, framing revisions, and miscellaneous electrical revisions.

City of Sacramento

CHANGE ORDER

Project #: T15029041

ExtDays:

0

Contract #: 2013-0571

Purchase Order #:

Change Order #:

23

Sacramento, California

TO: Rudolph & Sletten, Inc. , Contractor

CONTRACT FOR: Intermodal Phase 2 - Sacramento Valley Station

Upon Mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "City", and your firm, hereinafter referred to as "Contractor", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following changes for the consideration set forth below:

Description:

See Exhibit A

The original contract sum was	<u>\$181,914.00</u>
The net change by previous Change Orders was	<u>\$35,893,320.67</u>
The contract sum prior to this Change Order was	<u>\$36,075,234.67</u>
The contract sum will be increased by this Change Order	<u>\$297,171.00</u>
The new contract sum including all Change Orders	<u>\$36,372,405.68</u>

Contractor agrees that the amount of increase or decrease in the contract sum specified in this Change Order shall constitute full compensation for the work required by this Change Order, including but not limited to all compensation for the additional and/or revised work specified herein, 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 work, including any changes disruptions or delays in work schedules or in the performance of other work by Contractor. The time for the performance of the contract is increased by 0 Days by reason of the performance of the work required by this Change Order. Except as herein above expressly provided, Contractor further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the timelimit for completion of the work as said term is used in the contract between the City and the Contractor for the project.

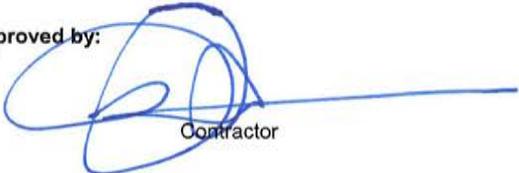
Approval Recommended by:


Project Manager

Approved by:

City of Sacramento 12/13/2016
Executed Date

Approved by:


Contractor

Attested to by:

City Clerk

Approved as to form:


City Attorney

Exhibit A

Intermodal Phase 2 - Sacramento Valley Station

2013-0571

<i>Description</i>		<i>Amount</i>
Change Order #23		
PCO # 345. Changes to Bid Documents		\$80,587.00
11/07/16	R&S PCO #8083.02: Historical hardware scope changes, ASI 9, RFIs 373, 408, 459 This PCO compensates the contractor for the remaining scope of ASI 9, RFI 373, RFI 408, and RFI 459. ASI 9 and associated RFIs modified hardware groups - both historical and non-historical. All subcontractor Excellco costs for supplying the hardware and labor for installation is included under this change and are for historical hardware changes. Costs associated with this work shall be paid for as an agreed lump sum of \$80,587.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.	
PCO # 346. Changes to Bid Documents		\$48,647.00
11/07/16	R&S PCO #8210.03: Hardware material costs - south doors, ASI 24.1 This PCO compensates the contractor for the hardware and associated handling of the hardware added under ASI 24.1 - south door modifications. Costs associated with this work shall be paid for as an agreed lump sum of \$48,647.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.	
PCO # 347. Changed/Unforeseen Conditions		\$3,457.00
11/07/16	R&S PCO #8250.01: In-wall register floor preparation - south cavities - Phase 2 This PCO includes compensation for removal of existing excess mortar in the two register cavities on the south side of the building (phase 2 location) in order to install the new mechanical components. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. The total cost for this work is \$3,457.00. This payment shall constitute full compensation for this work including materials, labor, equipment, and markups. This change results in zero time impacts to the project. This work is required to complete the project as intended.	
PCO # 348. Changed/Unforeseen Conditions		\$8,724.00
11/07/16	R&S PCO #8360: South canopy framing and marquee cutting modifications for recessed lighting This PCO compensates the contractor for adding additional framing at the front marquees, 5 each, in order to install the new recessed lighting. Existing framing locations conflicts with lighting locations. Also included in this PCO are the costs to cut in the marquee light holes at the same locations. Costs associated with this work shall be paid for as an agreed lump sum of \$8,724.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.	
PCO # 349. Changed/Unforeseen Conditions		\$6,270.00
11/07/16	R&S PCO #8374: Demolition and infill 3rd floor existing openings at roof level This PCO compensates the contractor for infilling existing roof hatches and openings not noted on the drawings. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. The total cost for this work is \$6,270.00. This payment shall constitute full compensation for this work including materials, labor, equipment, and markups. This change results in zero time impacts to the project. This work is required to complete the project as intended.	
PCO # 350. Client Initiated Changes		\$1,571.00
11/07/16	R&S PCO #8386: Relocated Amtrak security desk in lieu of demolition This PCO compensates the contractor for relocating the Amtrak security desk in lieu of demolition. Per project documents, the desk was to be demolished. Costs include a credit for not performing the demo and added costs for the relocation - labor and material. Costs associated with this work shall be paid for as an agreed lump sum of \$1,571.00 and shall include all materials, labor, equipment, and markups and there	

shall be no other payments resulting from this change. This work is required to complete the project as intended.

PCO # 351.	Changed/Unforeseen Conditions	\$483.00
11/07/16	<p>R&S PCO #8394: Phase 2 C type window modications This PCO compensates the contractor for added panes and associated abatement for windows C1, C2, C6, and C7 not shown on the plans. Costs associated with this work shall be paid for as an agreed lump sum of \$483.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.</p>	
PCO # 352.	Changed/Unforeseen Conditions	\$23,034.00
11/07/16	<p>R&S PCO #8399: 2nd floor hardwood floor removal, RFI 586 This PCO compensates the contractor for additional removal of hardwood flooring and installation of PSLs at select locations as well as 3/4" and 1/2" plywood placement for structural support. All locations per RFI 586. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. The total cost for this work is \$23,034.00 This payment shall constitute full compensation for this work including materials, labor, equipment, and markups. This change results in zero time impacts to the project. This work is required to complete the project as intended.</p>	
PCO # 353.	Changed/Unforeseen Conditions	\$2,943.00
11/07/16	<p>R&S PCO #8407: LVL depth size at stair 5 revised and first floor ceiling salvage at stair 5 This PCO compensates the contractor for reducing the size of the planned PSL at stair 5 due to existing floor depths as well as some additional requested salvaging of the bead board ceiling at the same location. Costs associated with this work shall be paid for as an agreed lump sum of \$2,943.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.</p>	
PCO # 354.	Changes to Bid Documents	\$10,983.00
11/07/16	<p>R&S PCO #8412: Power and data updates main waiting room, concourse and hallway 150, ASI 78 This PCO compensates the contractor for lowering the ceiling height in hallway 150 and associated demo of soffit not previously removed and added rough-in for electrical items in the main waiting room for future use; all documented via ASI 78 drawing changes. Costs associated with this work shall be paid for as an agreed lump sum of \$10,983.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.</p>	
PCO # 355.	Changes to Bid Documents	\$50,541.00
11/07/16	<p>R&S PCO #8416: Elevator 1 hoistway framing revisions, RFI 601, 603 This PCO compensates the contractor for structural steel revisions to the supports for Elevator 1 in Phase 2. Structural steel was installed and had to be modified prior to the install of the elevator. Re-work is required to relocate the top hoistway beam and add additional beams and other miscellaneous work to conform to the Gen 2 elevator. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. The total cost for this work is \$50,541.00. This payment shall constitute full compensation for this work including materials, labor, equipment, and markups. This change results in zero time impacts to the project. This work is required to complete the project as intended.</p>	
PCO # 356.	Changed/Unforeseen Conditions	\$3,789.00
11/07/16	<p>R&S PCO #8425: Repairs to historic canopy column, RFI 615 This PCO compensates the contractor for repairing an existing rusted base of a column supporting the historic north wood canopy. Rust was exposed after removal of existing sidewalk. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. The total cost for this work is \$3,789.00. This payment shall constitute full compensation for this work including materials, labor, equipment, and markups. This change results in zero time impacts to the project. This work is required to complete the project as intended.</p>	
PCO # 357.	Changes to Bid Documents	(\$6,189.00)
11/07/16	<p>R&S PCO #8430: Credit for contract work not performed, installation of bollards This PCO credits the contract for the planned installation of 34 surface mount</p>	

bollards. Revised bollard installation method and type were changed and compensated for under various other PCOs. Credit for this work shall be paid for as an agreed lump sum of (\$6,189.00) and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.

PCO # 358.	Changes to Bid Documents	\$24,291.00
11/07/16	<p>R&S PCO #8436: Taxi bollard, ASI 87 This PCO compensates the contractor for furnishing and installing a revised type of bollard along the taxi way at the north east corner of the building. Costs associated with this work shall be paid for as an agreed lump sum of \$24,291.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.</p>	
PCO # 359.	Client Initiated Changes	\$1,847.00
11/07/16	<p>R&S PCO #8441: Survey existing east roof slopes This PCO compensates the contractor for surveying the existing slopes of the east roof in order to further define the taper plan for the roofing system. Costs associated with this work shall be paid for as an agreed lump sum of \$1,847.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.</p>	
PCO # 360.	Changed/Unforeseen Conditions	\$4,814.00
11/07/16	<p>R&S PCO #8442.02: Lease space, level two sprinkler head reset This PCO compensates the contractor for modifying the existing sprinkler heads that were not within 6 inches of the bottom of the wood joists to comply with code requirements. This was directed under RFI 631. All other costs for RFI 631 are documented under PCO 8442.01. Costs associated with this work shall be paid for as an agreed lump sum of \$4,814.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.</p>	
PCO # 361.	Changes to Bid Documents	(\$307.00)
11/07/16	<p>R&S PCO #8445: Change wall type at gridline 22 from FA to B, RFI 628 This PCO credits the contract for changing the wall at gridline 22 from type FA to type B (which has drywall on only one side). Credit includes labor and material for deleting 280 sqft of drywall only. Credit for this work shall be paid for as an agreed lump sum of (\$397.00) and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.</p>	
PCO # 362.	Changed/Unforeseen Conditions	\$6,367.00
11/07/16	<p>R&S PCO #8449: Third floor terrace handrailing blocking, RFI 627 This PCO compensates the contractor for working around existing conditions (concrete beam) to install the added blocking for the handrail as directed in the RFI. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. The total cost for this work is \$6,367.00. This payment shall constitute full compensation for this work including materials, labor, equipment, and markups. This change results in zero time impacts to the project. This work is required to complete the project as intended.</p>	
PCO # 363.	Client Initiated Changes	\$6,480.00
11/07/16	<p>R&S PCO #8450: Mechanical shaft 1 rework to allow for future tenant improvements This PCO compensates the contractor for relocating refrigerant lines and added duct support at the 2nd floor to allow for future grease duct install by future tenant. By performing this work now, it mitigates future costs. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. The total cost for this work is \$6,480.00. This payment shall constitute full compensation for this work including materials, labor, equipment, and markups. This change results in zero time impacts to the project. This work is required to complete the project as intended.</p>	
PCO # 364.	Changes to Bid Documents	\$3,358.00
11/07/16	<p>R&S PCO #8451: Double door 255 at top of stair 4 - hardware, ASI 88 This PCO compensates the contractor for furnishing and installing the electrified hardware for door 255. Electrical supply to be covered under separate PCO. Costs associated with this work shall be paid for as an agreed lump sum of \$3,358.00 and</p>	

shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.

PCO # 365.	Client Initiated Changes	\$0.00
11/07/16	R&S PCO #8455: Added water and waste water at level 3, east This PCO compensates the contractor for adding water supply and waste lines up to room 361, future tenant lease space. Work performed at this time mitigates future improvement costs. Costs associated with this work shall be paid for as an agreed lump sum of \$10,345.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended. This work will be funded out of the "Interior Improvement Owner Allowance" which is encompassed within the GMP. This is an overall zero dollar change for the contract.	
PCO # 366.	Changes to Bid Documents	\$0.00
11/07/16	R&S PCO #8462: Storm drain changes SE parking lot demolition This PCO documents the adjustment to the re-routing of the storm drain line at the south east corner of the parking lot adjacent to the building. This is due to the existing location of the drainage inlet that storm drain is to be tied into. This is a zero dollar change as acknowledged by the contractor and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.	
PCO # 367.	Changed/Unforeseen Conditions	\$7,530.00
11/07/16	R&S PCO #8463: East roof, existing sheathing repair and other modifications for roof system This PCO compensates the contractor for the east roof sheathing repairs and patch existing holes resulting from relocated drain bodies. Costs for this work has not been included in other roof related change orders. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. The total cost for this work is \$7,530.00. This payment shall constitute full compensation for this work including materials, labor, equipment, and markups. This change results in zero time impacts to the project. This work is required to complete the project as intended.	
PCO # 368.	Client Initiated Changes	\$2,330.00
11/07/16	R&S PCO #8471: Install phone line to pay phone location This PCO compensates the contractor for running a new phone line to the new pay phone location after the pay phone has been relocated. Work not included in contract documents. Costs associated with this work shall be paid for as an agreed lump sum of \$2,330.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.	
PCO # 369.	Changed/Unforeseen Conditions	\$1,795.00
11/07/16	R&S PCO #8476: North roof drains - penetration through steel plates This PCO compensates the contractor for routing of the roof drain through the steel plate installed under a previous project. Costs for this work has not been included in other roof related change orders. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. The total cost for this work is \$1,795.00. This payment shall constitute full compensation for this work including materials, labor, equipment, and markups. This change results in zero time impacts to the project. This work is required to complete the project as intended.	
PCO # 370.	Client Initiated Changes	\$3,826.00
11/07/16	R&S PCO #8494: Roll up door - replace curtain window (Door #164) This PCO compensates the contractor for replacing the curtain of the roll up door that was relocated to this opening. The existing curtain had damage and was not usable. Costs associated with this work shall be paid for as an agreed lump sum of \$3,826.00 and shall include all materials, labor, equipment, and markups and there shall be no other payments resulting from this change. This work is required to complete the project as intended.	

26 **Items** **Total for Change Order # 23** **\$297,171.00**

2 Change Orders	26 Items	Total for Contract # 2013-0571	\$297,171.00
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$69,206.00
		Changes to Bid Documents	\$211,911.00
		Client Initiated Changes	\$16,054.00