



REPORT TO COUNCIL 11

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www.CityofSacramento.org Consent

October 17, 2006

Honorable Mayor and
Members of the City Council

Title: Supplemental Agreement #1 with Kennedy/Jenks Consultants for Old Elvas Gravel Quarry Landfill (St. Francis) Project YA08.

Location/Council District: Council District 3 – 6051 M Street

Recommendation: Adopt a Resolution authorizing the City Manager to approve Supplemental Agreement #1 with Kennedy/Jenks Consulting in the amount of \$92,500 to pay for unforeseen additional work needed to complete the project.

Contact: Marty Strauss, Integrated Waste Planning Superintendent, 808-4934

Presenters: NA

Department: Department of Utilities

Division: Solid Waste Services

Organization No: 3361

Description/Analysis

Issue: On November 9, 2004 City Council approved a professional services agreement (2004-0174) with Kennedy/Jenks Consultants in the amount of \$168,000 for design and assistance in construction of the methane gas remediation system at the Old Elvas Quarry Landfill (St. Francis High School). The supplemental agreement is necessary to address unforeseen work needed to complete the project. This includes:

1. Additional meetings required by the State and Local Enforcement Agency to review and approve the design of the methane collection system not in the original scope of work.
2. Review of engineering cost incurred by the Sacramento Unified School District to confirm the reimbursement request pursuant to the Settlement Agreement for engineering work at Phoebe Hearst Elementary School.
3. The abandonment of monitoring wells located where portable classrooms were moved prior to the start of construction.
4. Completion of reports required by the State and Local Enforcement Agency after the start of the project.

The above additional tasks are estimated to be an additional cost of \$92,500, increasing the total cost of the agreement from \$168,000 to \$260,500. Solid Waste

Services staff has reviewed the requested supplemental agreement and recommends approval. There is sufficient funding remaining in Capital Improvement Project YA08 to pay for the additional cost.

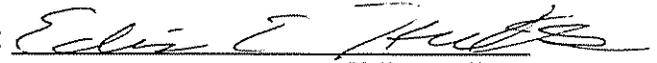
Policy Considerations: The methane gas remediation project at the Old Elvas Quarry Landfill (St. Francis High School) supports the City Council's policy to have sustainable neighborhoods.

Environmental Considerations: This project was found to be categorically exempt from CEQA pursuant to Section 15330 of the California Environmental Quality Act.

Rationale for Recommendation: Approval of Supplemental Agreement #1 is recommended in order to address unforeseen additional work necessary to complete the project.

Financial Considerations: There is sufficient funding in YA08 for the supplemental agreement amount of \$92,500 with Kennedy/Jenks Consultants.

Emerging Small Business Development (ESBD): There are no ESBD considerations for approval of this resolution.

Respectfully Submitted by: 
Edison Hicks
Integrated Waste Collection Superintendent

Approved by: 
Gary A. Reents
Director, Department of Utilities

Recommendation Approved:

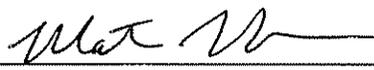

60- Ray Kerridge
City Manager

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BACKGROUND

The Old Elvas Quarry Landfill is located on the properties of the National Guard Armory at 1013 58th Street, St. Francis High School located at 6051 M Street and Phoebe Hearst Elementary School located at 1410 60th Street. The property was originally a gravel quarry, which was filled in with green waste by the City of Sacramento from 1934 through the early 1950's, at which time it was sold to the Sacramento Diocese. When starting construction on the expansion of St. Francis High School, methane gas was detected.

Upon discovering the methane gas, the State of California Integrated Waste Management Board and the Local Enforcement Agency did site investigations to identify the extent of the green waste landfill. On April 2, 2004, the City of Sacramento entered into an agreement with the Sacramento Roman Catholic Bishop to design, construct and monitor a methane gas remediation system at St. Francis High School. On January 20, 2005, the City entered into an agreement with the Sacramento Unified School District to reimburse all engineering cost to date and to assume all future monitoring responsibilities for the methane gas found at Phoebe Hearst Elementary School.

The above costs have been paid for to date using funds received from the Sacramento Solid Waste Authority (SWA) of \$544,880 and a grant from the California Integrated Waste Management Board of \$750,000. These funds have been deposited into the Old Elvas Quarry Landfill (St. Francis High School) Project YA08 to pay for the engineering and construction cost of the methane gas remediation system now being constructed at St. Francis High School.

At the City Council meeting of November 9, 2004, the City Council approved Agreement #2004-0174 authorizing the City Manager to enter into a professional services agreement with Kennedy/Jenks Consultants in the amount of \$168,000 to design and assist the City during the bid process and construction of the methane gas remediation system. While designing and constructing the methane gas remediation system, unforeseen work and reporting requirements requested by the State and Local Enforcement Agency occurred. This additional work is estimated to be an additional cost of \$92,500, making the total cost of the professional services agreement \$260,500.

Project Title and Job Number:
Purchase Order #: 5YA0804566

Date: August 23, 2006
Supplemental Agreement No.: 1

The City of Sacramento ("City") and **Kennedy/Jenks Consulting**("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number **2004-0174**, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
 - A) Abandonment of the wells to accommodate the relocation of portable classrooms where the wells are now located at a cost of \$7,500.
 - B) Review and comment on technical documents related to a sink hole found on Phoebe Hearst Elementary School at a cost of \$3,800.
 - C) Prepare a Gas Collection System Memorandum separate from the engineering design plans as required by the Local Enforcement Agency at a cost of \$3,800.
 - D) The lead agency, Sacramento County Environmental Management Department, Local Enforcement Agency and the California Integrated Waste Management Board requires a stand-alone implementation work plan for the methane gas remediation system at a cost of \$2,900.
 - E) The Local Enforcement Agency and the California Integrated Waste Management Board require a total of 21 additional meetings than originally budgeted in the scope of work dated October 2004 for a cost of \$8,500.
 - F) An additional budget of \$13,000 is required to address the additional design changes required by the Local Enforcement Agency and California Integrated Waste Management Board.
 - G) Additional field support during construction and testing of the completed system at a cost of \$53,000.
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/** by **\$92,500**, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount :	<u>\$168,000</u>
Net change by previous supplemental agreements	<u>:-0-</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$168,000</u>
Increase by this supplemental agreement:	<u>\$ 92,500</u>
New not-to exceed amount including all supplemental agreements:	<u>\$260,500</u>

3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate 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.
4. 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.
5. 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:

Approved As To Form By:

Project Manager
Approved By:

City Attorney

Consultant
Approved By:

Attested To By:

City of Sacramento

City Clerk

RESOLUTION NO.

Adopted by the Sacramento City Council

**SUPPLEMENTAL AGREEMENT #1 WITH KENNEDY/JENKS CONSULTANTS FOR
ENGINEERING DESIGN AND CONSTRUCTION OVERSIGHT FOR OLD ELVAS
GRAVEL QUARRY LANDFILL (ST. FRANCIS) PROJECT YA08**

BACKGROUND

- A. The City of Sacramento entered into a settlement agreement with the Roman Catholic Bishop of Sacramento to design, permit, construct, install and operate an approved methane gas control and monitoring system.
- B. On November 9, 2004 City Council approved a Professional Services Agreement # 2004-0174 in the amount of \$168,000 with Kennedy/Jenks Consulting to design, assist with the bid process for construction and coordinate the quality assurances and quality controls during construction of the methane gas control and monitoring system.
- C. Due to unforeseen circumstances and required additional work not anticipated in the original scope of the above mentioned agreement a budget amendment of \$92,500 is requested to complete the project successfully and meet the additional requirements of the State and Local Enforcement Agency.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to sign and execute the supplemental agreement with Kennedy/Jenks Consultants in the amount of \$92,500, increasing the total contract amount from \$168,000 to \$260,500 for the Old Elvas Gravel Quarry Landfill (St. Francis) Project YA08

Agreement/Contract Requirements

This cover will be remain with the original Agreement/Contract

General Information		Project Information	
Amount: \$92,500 Vendor: Kennedy/Jenks Consulting. Effective Date: 10/17/06		Number: YA08 Name: Old Elvas Gravel Quarry Manager: Marty Strauss	
Notice Information (If Required) (Print)		BID/RFP Opening Print Name Initial	
Date: _____ Clerk: _____ Department: _____		Date: _____ Clerk: _____ Procurement or Department: _____	
VERIFICATIONS of Correct Information		Verified by: Print Name Initial	
Orig. Agreement/Contract #. 2004-0174 <input checked="" type="checkbox"/> Supplement No. 1 <input type="checkbox"/> Change Order No. <input type="checkbox"/> Totals Dollar Amounts Verified <input type="checkbox"/> Tech Specs Verified <input type="checkbox"/> Insurance Requirements Verified <input type="checkbox"/> BOT Number:		_____ _____ _____ _____ _____ _____	
Type:		Qualification	
<input type="checkbox"/> Commodity (API -1) <input type="checkbox"/> Public Project (API- 48) <input checked="" type="checkbox"/> Professional Service (API - 47) <input type="checkbox"/> Non-Professional Service (API -1) <input type="checkbox"/> Development Agreement <input type="checkbox"/> IPA <input type="checkbox"/> MSA <input type="checkbox"/> Grant <input type="checkbox"/> Other _____		<input type="checkbox"/> Quote (<\$25K) <input checked="" type="checkbox"/> Informal BID (=> \$25 K but<\$100K) <input checked="" type="checkbox"/> Formal BID (=>\$100K) <input type="checkbox"/> RFP <input type="checkbox"/> RF <input type="checkbox"/> Quote <input type="checkbox"/> Qualification <input type="checkbox"/> RFI <div style="display: flex; justify-content: space-between;"> Signature: _____ Print Name Initial </div>	
		Authorization	
		<input type="checkbox"/> Ordinance 99-024 CM Authority for < \$100K <input type="checkbox"/> Resolution No. _____ CC RA HA Authorization =>\$100K	
		<input type="checkbox"/> Suspend Comp BID/Sole Source <input type="checkbox"/> Other	

Signatures	Needed	Obtained and Reviewed by:	Initial
		Print Name	
<input checked="" type="checkbox"/> Vendor/Other Party /Agency	<input checked="" type="checkbox"/>	_____	_____
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/>	_____	_____
<input type="checkbox"/> City Manager	<input checked="" type="checkbox"/>	_____	_____
<input type="checkbox"/> Mayor	<input type="checkbox"/>	_____	_____
<input type="checkbox"/> Recording Required	<input type="checkbox"/>	_____	_____
<input type="checkbox"/> Notarization Correct	<input type="checkbox"/>	_____	_____

SUPPLEMENTAL AGREEMENT

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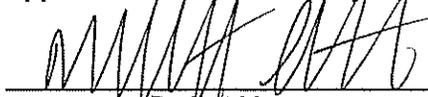
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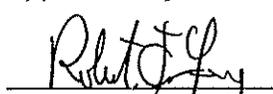
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5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented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

Approval Recommended By:



Project Manager

Approved By:



Consultant

Approved By:

City of Sacramento

Approved As To Form By:



City Attorney

Attested To By:

City Clerk