



# REPORT TO COUNCIL

## City of Sacramento

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

Consent  
**December 4, 2007**

**Honorable Mayor and  
Members of the City Council**

**Title: Approval: Supplemental Agreement: No. 1 with Moffatt and Nichol for the  
Sacramento Marina Renovation Project (IA66)**

**Location/Council District: 4**

**Recommendation:** Adopt a **Resolution** authorizing the City Manager to execute Supplemental Agreement No. 1 to City Agreement No. 2005-0089 with Moffatt & Nichol for additional work for the design and inspection of the project in the amount of \$110,000.

**Contact:** Clair Camper, Marina Manager, 808-5712; David L. Brent, Engineering Manager, 808-1420; or Andy Hunt, Supervising Engineer, 808-1408.

**Presenters:** Not Applicable

**Department:** Department of Conventions Cultures and Leisure; and Department of Utilities,

**Division:** Sacramento Marina

**Organization No:** 4370

### **Description/Analysis**

**Issue:** This supplemental agreement provides additional compensation for additional consulting services to be provided by Consultant for the Marina South Basin Improvements Project, outside of the existing scope of services. These additional services are necessary due to the fact that the original scope of services and complexity of the project have increased, while the project schedule for design completion has grown from 7 months to 19 months. The estimated construction cost has also escalated from the initial \$6.7 million to over \$9 million. These unanticipated increases in the service performance period and project cost and complexity have led to the need for additional services. Much of the increased scope resulted from relatively recent code requirements / interpretations from the City Building and Fire Departments that have had to deal with the unique marina situation.

**Policy Considerations:** The action requested herein is consistent with Sacramento City Code, Title 3, Chapter 3.64.

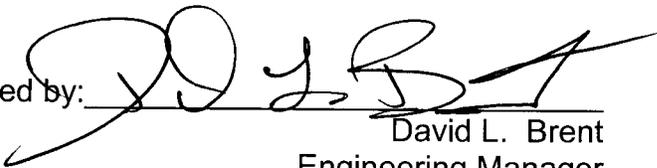
**Environmental Considerations:** On February 22, 2005, the City Council approved the Mitigated Negative Declaration and adopted the Mitigation Monitoring Plan for the Marina South Basin Improvements project (CIP# IA66), Resolution #2005-108.

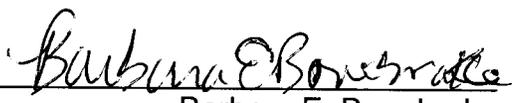
**Commission/Committee Action:**

**Rationale for Recommendation:** On April 10, 2007 when City Council awarded the construction contract to Bellingham Marine Industries, the funding source for the project, CIP IA66 was augmented by additional loans which are sufficient to cover this additional work.

**Financial Considerations:** The current Consultant Services Agreement with Moffatt and Nichol is \$684,000. The cost of Supplemental Agreement No. 1 with Moffatt and Nichol is \$110,000 for a total contract cost of \$794,000. Sufficient funds will be available in the Sacramento Marina Renovation Project (IA66) to execute Supplemental Agreement No. 1 and complete the project.

**Emerging Small Business Development (ESBD):** Moffatt and Nichol is not a certified ESBD firm. However, Moffatt and Nichol has identified using sub-consulting services from ESBD firms.

Respectfully Submitted by:   
David L. Brent  
Engineering Manager

Approved by:   
Barbara E. Bonebrake  
Director, Convention, Culture and Leisure Department

Approved by:   
Gary A. Reents  
Director of Utilities

Recommendation Approved:

  
for Ray Kerridge  
City Manager

**Table of Contents:**

	Report	pg. 1-3
<b>Attachments</b>		
<b>1</b>	Background	pg. 4
<b>2</b>	Map	pg. 5
<b>3</b>	Resolution	pg. 6
<b>4</b>	Exhibit A Supplemental Agreement	pg. 7-8

## **Background**

### **Approval: Supplemental Agreement No. 1 with Moffatt and Nichol for the Sacramento Marina Renovation Project (IA66)**

To provide design, construction management, and inspection services for the Sacramento Marina South Basin Renovation Project, staff sent out a Request for Proposals (RFP). Three responses were received. Based on consensus of the reviewers, the consulting firm of Moffatt & Nichol was selected. On June 21, 2005 Council awarded an agreement to Moffatt & Nichol for an amount not to exceed \$684,000. Their responsibilities included:

- Finalize the marina design and prepare plans and specifications.
- Provide construction management and inspection services.

The Sacramento Marina is the largest and most comprehensive marina in the Sacramento area, consisting of North and South basins. The 284 boat slip North Basin was completed in 1990. A portion of the 263 boat slip South Basin was renovated in 1990; the remainder is 45 years old and in a deteriorated condition.

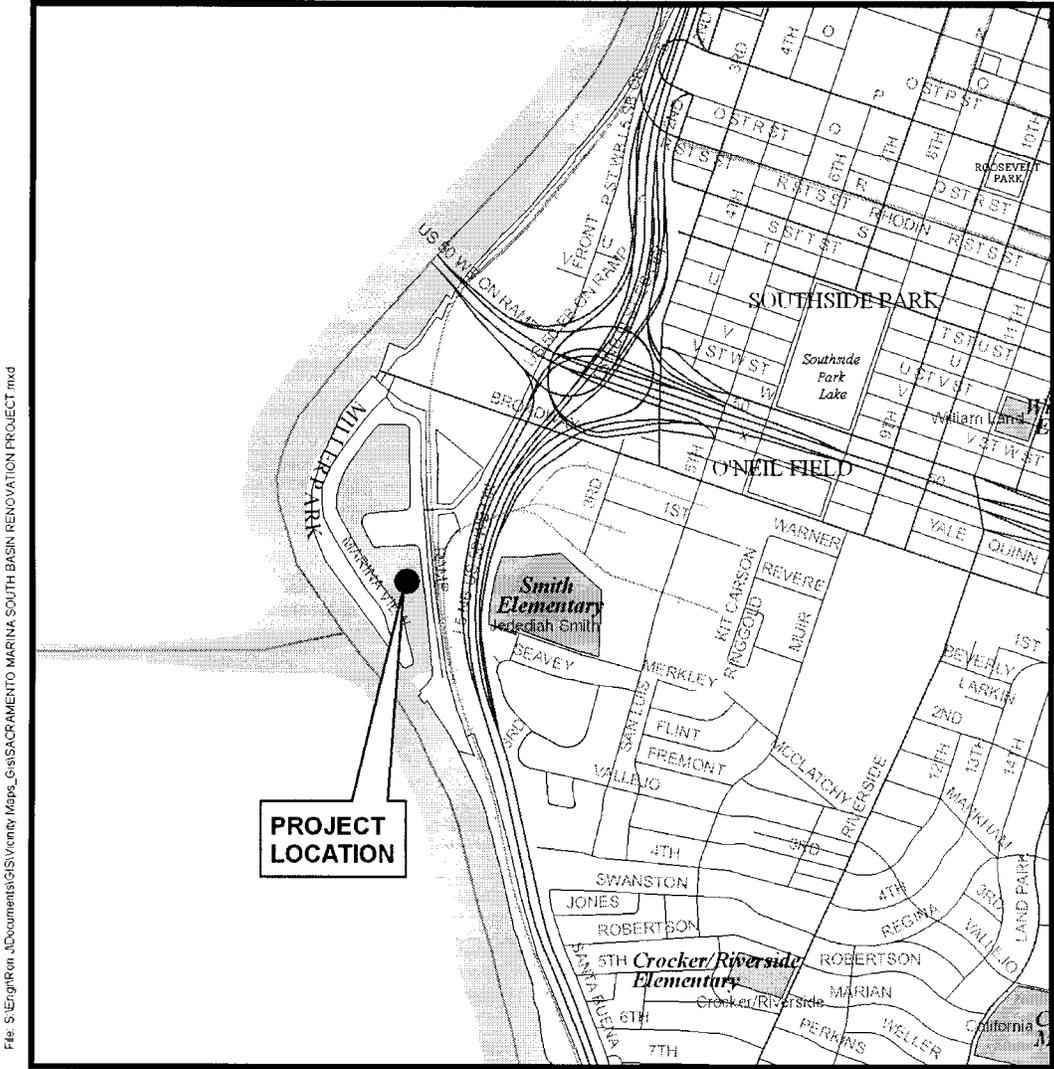
The purpose of this project is to rebuild and reconfigure all the existing wooden boat slips in the South Basin, and cover 92 25-foot slips in the North Basin. In addition, the proposed project includes dredging portions of the South Basin, replacing the existing store and fuel dispensers, adding a restroom and a sewage pump out, and providing water and electrical utilities and an ADA accessible gangway to the new slips.

Originally, the total project construction cost estimates for the above described work including contingency, and engineering and design amounts to approximately \$6.95 million. Construction was estimated to begin in March 2006 and be completed by October 2006.

The opening of bids for the project was delayed until January 10th, 2007. The delay was due to a determination by the U.S. Army Corps of Engineers that the initial assumption of a nation-wide permit for the Marina Renovation would not be appropriate, complications arising from the sediment test results that prevented the dredged material from being disposed of at the City's 28th Street, complications arising from the U.S. Army Corps of Engineers handling of the Section 7 Consultation with the National Marine Fisheries Service and the requirement for preparation of a biological/cultural assessment, including extensive revision of the biological assessment by others, and recent code requirements / interpretations from the City Building and Fire Departments that have had to deal with the unique marina situation.

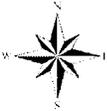
This supplemental agreement provides additional compensation for additional consulting services to be provided by Consultant for the Marina South Basin Improvements Project, outside of the existing scope of services. These additional services are necessary due to the fact that the original scope of services and complexity of the project have increased, while the project schedule for design completion has grown from 7 months to 19 months. The estimated construction cost has also escalated from the initial \$6.7 million to over \$9 million. These unanticipated increases in the service performance period and project cost and complexity have led to the need for additional services.

SACRAMENTO MARINA  
SOUTH BASIN RENOVATION PROJECT  
(PN:IA66)



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Map Prepared By  
City of Sacramento  
Department of Utilities



**RESOLUTION NO.**

Adopted by the Sacramento City Council

**Approval: Supplemental Agreement No. 1 with Moffatt and Nichol for the Sacramento Marina Renovation Project (IA66)**

**BACKGROUND**

- A. The Sacramento Marina South Basin is 45 years old and in a deteriorated condition.
- B. Staff sent out a Request for Proposals (RFP) to provide design, construction management, and inspection services for the Sacramento Marina South Basin Renovation Project. Three responses were received. Based on consensus of the reviewers, the consulting firm of Moffatt & Nichol was selected. An agreement with Moffatt & Nichol was established for an amount not to exceed \$684,000.
- C. Additional services are necessary due to the fact that the original scope of services and complexity of the project have increased, while the project schedule for design completion has grown from 7 months to 19 months.

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

- Section 1. The City Manager is authorized to sign Supplemental Agreement No. 1 with Moffatt & Nichol in the amount of \$110,000 for additional work for the design and inspection of the Sacramento Marina Renovation Project (IA66).

**Project Title and Job Number: Sacramento Marina South Basin Project (IA66) Date: October 22, 2007  
Purchase Order #: 6IA6620969A Supplemental Agreement No.: 1**

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The City of Sacramento ("City") and Moffatt & Nichol ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 2005-0089, 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:

**See Attached Exhibit A, incorporated herein by this reference.**

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses, is **increased/decreased** by \$110,000, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount: \$684,000  
Net change by previous supplemental agreements: \$ 0  
Not-to-exceed amount prior to this supplemental agreement: \$684,000  
**Increase/decrease** by this supplemental agreement: \$110,000  
New not-to exceed amount including all supplemental agreements: \$794,000

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

EXHIBIT A

Scope of Services: Environmental Consulting Services for the Marina South Basin Improvements Project

This supplemental agreement provides additional compensation for additional consulting services to be provided by Consultant for the Marina South Basin Improvements Project, outside of the existing scope of services. These additional services are necessary due to the fact that the original scope of services and complexity of the project have increased, while the project schedule for design completion has grown from 7 months to 19 months. The estimated construction cost has also escalated from the initial \$6.7 million to over \$9 million. These unanticipated increases in the service performance period and project cost and complexity have led to the need for additional services. Much of the increased scope resulted from relatively recent code requirements / interpretations from the City Building and Fire Departments that have had to deal with the unique marina situation.

Scope of Additional Services

1. Increase the budget of Task 1 by \$9,540.00 for additional project progress meetings required because of the extended timeframe required to accomplish the permitting and design.
2. Increase the budget of Task 22 by \$33,494.00 for costs associated with permits due to:
  - a. Addition of the Marina Entrance Channel Maintenance Dredging to the renovation project required additional sediment sampling and analyses.
  - b. Determination by the U.S. Army Corps of Engineers that the initial assumption of a nation-wide permit for the Marina Renovation would not be appropriate in the light of the expanded dredging requirements.
  - c. Complications arising from the sediment test results that prevented the dredged material from being disposed of at the City's 28th Street (closed) landfill as anticipated, necessitating a search for alternative disposal sites, and necessitating a negotiation with the RWQCB for a waiver of waste discharge requirements for the alternate disposal option.
  - d. Complications arising from the U.S. Army Corps of Engineers handling of the Section 7 Consultation with the National Marine Fisheries Service and the requirement for preparation of a biological/cultural assessment, including extensive revision of the biological assessment by others.
3. Increase the overall budget of Tasks 30-50 by \$46,030.00 for additional design costs due to:
  - a. Complications arising from the need to include a fire sprinkler system on the covered docks, in conjunction with the conventional marina standpipe system, which generated relatively high water flow demands. Investigation of water system capacity and design of upgrades to the water system to serve the fire sprinkler system.
  - b. Complications arising from the Marina Store placement on the fuel dock and negotiations with the Fire Department on building construction.
  - c. Complications arising from the existing potable water system being considered an irrigation line which required a new potable line tap and dock feeder.
  - d. Complications arising from the Marina Ramp-Rider's withdrawal from the market, requiring extensive discussions with the City's Access Coordinator and the Building Department to develop an alternate ADA accessibility plan for the Marina.
  - e. Complications arising from the Fire Department requirement for an alternate access to docks K and L to facilitate marina firefighting.
4. Increase the labor rates that will be paid for services that have not yet been performed by 9%, to reflect unanticipated labor cost increases attributable to the unanticipated extension of the service performance period. This increases the overall budget for Tasks 56-63 by \$7,042.00, and the overall budget for Construction Management by \$13,894.00.

TOTAL ADDITIONAL COMPENSATION: \$110,000