

RESOLUTION NO. 2019-0388

Adopted by the Sacramento City Council

October 15, 2019

Agreement and Approval to Donate Identified Surplus Items from the City of Sacramento to Various Non-Profit and Governmental Agencies and Approving a Supplemental Agreement with Geocon Consultants for the Convention Center Complex Renovation Project (M17100100)

BACKGROUND

- A. As a result of the Sacramento Convention Center (SCC) Renovation and Expansion Project, the Convention Center Complex has surplus items that will not be used upon the reopening of the facility.
- B. After allowing for internal departments to request available items, several of our non-profit partners and other governmental agencies expressed interest in the remaining items.
- C. Staff is requesting City Council approval to donate a variety of items to the various non-profit and governmental agencies identified below (numbers shown below are approximate) and authorizing the City Manager or designee to enter into hold harmless agreements with the recipients of the donated items.
- D. City Code Section 3.80.030(F) provides that surplus personal property may be donated to any other public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code, by Resolution of the City Council. In this instance, the recipients all meet these criteria, making them eligible to receive donated surplus items.
- E. The City entered into an agreement with Geocon Consultants Inc. for an amount of \$92,015 for monitoring and testing required by state and federal regulations. Due to additional work that will be performed, additional daily monitoring and testing is required, and this proposed supplemental agreement in the amount of \$65,000 will cover this work for the SCC.

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

- Section 1. The donation of surplus property from the Convention Center Complex to various non-profit and other governmental agencies in the estimated amounts as detailed below is approved:

- a. 220 - 60" Round Tables to Cal Expo
- b. 3200 - Folding Chairs to Slavic Pentecostal Missionary Church
- c. 6000 - Stacking Chairs to Cal Expo
- d. 50 - Stacking Chairs to Fairy Tale Town
- e. 50 - Stacking Chairs to Sacramento History Museum
- f. 200 - Stacking Chairs to California Auto Museum
- g. 1713 - 11" Plates to Make-A-Wish Foundation and St. John's Women's Shelter
- h. 1435 - 11" Plate Lids to Make-A-Wish Foundation and St. John's Women's Shelter
- i. 1775 - 9" Plates to Make-A-Wish Foundation and St. John's Women's Shelter
- j. 2435 - 9" Plate Lids to Make-A-Wish Foundation and St. John's Women's Shelter
- k. 8445 - 8" Plates to Make-A-Wish Foundation and St. John's Women's Shelter
- l. 3506 - Soup Bowls to Make-A-Wish Foundation and St. John's Women's Shelter
- m. 1500 - B&B Plates to Make-A-Wish Foundation and St. John's Women's Shelter
- n. 2225 - Coffee Cups to Make-A-Wish Foundation and St. John's Women's Shelter
- o. 2190 - Saucers to Make-A-Wish Foundation and St. John's Women's Shelter
- p. 400 - Dinner Knives to Make-A-Wish Foundation and St. John's Women's Shelter
- q. 65 - Dinner Forks to Make-A-Wish Foundation and St. John's Women's Shelter
- r. 3600 - Salad Forks to Make-A-Wish Foundation and St. John's Women's Shelter
- s. 300 - Spoons to Make-A-Wish Foundation and St. John's Women's Shelter
- t. 35 - Soup Spoons to Make-A-Wish Foundation and St. John's Women's Shelter
- u. 130 - Appetizer Forks to Make-A-Wish Foundation and St. John's Women's Shelter
- v. 11 - Three Gallon Blue and Brown Cambro's to Make-A-Wish Foundation
- w. 79 - Plastic Wine Carafes to Make-A-Wish Foundation

Section 2. The City Manager or the City Manager's designee is authorized to execute hold harmless agreements, in a form approved by the City Attorney's Office, with the recipients of the donated items listed above.

- Section 3. The City Manager or the City Manager's designee is authorized to execute Supplemental Agreement No. 1 to Contract No. 2019-0130 with Geocon Consultants, Inc. for a not-to-exceed amount of \$65,000 for the SCC Renovation and Expansion Project.
- Section 4. The City Manager's authority to issue Supplemental Agreements for Contract No. 2019-0130 is reset.

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Exhibit A - Supplemental Agreement No.1 with Geocon

Adopted by the City of Sacramento City Council on October 15, 2019, by the following vote:

Ayes: Members Carr, Guerra, Harris, Jennings, Warren and Mayor Steinberg

Noes: None

Abstain: None

Absent: Members Ashby, Hansen and Schenirer

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2019.10.17 17:08:24
-07'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Sacramento Convention Center (M17100101)

Date: 10/15/18

Purchase Order #: 50068

Supplemental Agreement No.: 1

The City of Sacramento ("City") and Geocon Consultants Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2019-0130, including any and all prior supplemental agreements modifying the agreement (the 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:

This Agreement is amended to incorporate the additional scope of work as described in Attachment 1.

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 Contractor's fees and expenses, is Increased by 65,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	92,015
Net change by previous supplemental agreements:	0
Not-to-exceed amount prior to this supplemental agreement:	92,015
Increase by this supplemental agreement:	65,000
New not-to exceed amount including all supplemental agreements:	157,015

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 the 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 and/or delays in work schedules or in the performance of other services or work by Contractor.
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 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

Contractor
Approved By:

Attested To By:

City of Sacramento

City Clerk



Project No. S1331-05-08
September 19, 2019

VIA ELECTRONIC MAIL

Ofelia Avalos
City of Sacramento
C3 Project Manager
915 I Street, Fifth Floor
Sacramento, California 95814
OAvalos@cityofsacramento.org

Subject: ADD SERVICES PROPOSAL
QUALITY ASSURANCE GEOTECHNICAL AND AIR MONITORING SERVICES
SACRAMENTO CONVENTION CENTER EXPANSION AND RENOVATION
1400 J STREET
SACRAMENTO, CALIFORNIA

Reference: *Contract # 2019-0130 – Sacramento Convention Center Expansion and Renovation,*
February 1, 2019.

Ms. Avalos:

Geocon is currently providing quality assurance geotechnical and air-monitoring services for the City of Sacramento on the Sacramento Convention Center Expansion and Renovation project per the referenced Contract # 2019-0130. Below is a summary of our currently authorized budget under Contract # 2019-0130:

Task	Estimated Fee (Labor and ODCs)
Task A – Plan Review and Consultation	\$2,480
Task B – ACP Test Program	\$19,535
Task C – Earthwork and Production ACP Installation Observation	\$30,000*
Task D – Air Quality Monitoring and Testing	\$40,000*
*proposed NTE budget amounts	

To date we have posted approximately \$80,000 against our cumulative budget of \$92,015 and given the current status of construction and the remaining QA services to be provided, our fees will exceed the currently authorized contract budget.

Please note that at the time our fee estimate was developed, we did not have specific construction schedule or phasing information. The asbestos abatement/air monitoring services over the past few weeks has taken significantly more effort than we originally anticipated and this work will continue for an additional 5 to 6 weeks. In addition, the two-part phasing of the earthwork and pile installations was not anticipated.

Summarized below is our best conservative estimate of additional budget needed to complete our scope of work:

- Remaining Air Monitoring Services - \$30,000
- Remaining Earthwork Testing and Observation - \$10,000
- Remaining Test Pile Program and Production Piles - \$35,000
- Total Effort Remaining: \$75,000

Considering the estimated \$75,000 in fees to complete the scope and the remaining \$10,000 (approximately) on our current budget, we request a change order in the amount \$65,000.

Please review the contents of this Add Services Proposal and, if acceptable, issue an amendment to our contract. Please contact me if you have any questions regarding this request.

Respectfully Submitted,

GEOCON CONSULTANTS, INC.



Jeremy J. Zorne, PE, GE
Vice President / Senior Engineer

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original

CONTRACTOR Name: Geocon Consultants, Inc.

Date: 9/30/2019

Project Name: Sacramento Convention Center

Project #: M17100101

Fringe Benefit %	+	*Overhead %	=	Combined %
36.50%		147.52%		184.02%

Profit %: 7.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A
 A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal Engineer	Zorne, Rodacker, Brake	\$60.00	\$182.34	\$182.34
		Senior Engineer/Geologist	Loutzenhiser, Pfeiffer, Silva, Staff	\$51.00	\$154.99	\$154.99
		Senior Project Engineer/Geologist/Scientist	Dixon, Staff	\$40.00	\$121.56	\$121.56
		Project Engineer/Geologist/Scientist	Church, Staff	\$37.00	\$112.44	\$112.44
		Sr. Staff Engineer/Geologist/Scientist	Fernandez, Guardado, Staff	\$25.00	\$75.98	\$75.98
		Staff Engineer/Geologist/Scientist	Henderson, Losberger, Staff	\$22.00	\$66.86	\$66.86
		Drafting/Technical Illustrator	Hansen, Staff	\$40.00	\$121.56	\$121.56
		Admin/Word Processing	Boeschen, Staff	\$26.00	\$79.01	\$79.01
	X	Senior Field Technician (Group 2)	Baumbach, Staff	\$45.03	\$136.85	\$136.85
	X	Field Technician (Group 3)	Dail, Englund	\$38.89	\$118.19	\$118.19
	X	Field Technician (Group 4)	Leisure, Staff	\$33.66	\$102.29	\$102.29
		Senior Field Technician (Group 2)	Baumbach, Staff	\$30.00	\$91.17	\$91.17
		Field Technician (Group 3)	Dail, Englund	\$30.00	\$91.17	\$91.17
		Field Technician (Group 4)	Leisure, Staff	\$25.00	\$75.98	\$75.98

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate
		Phase Contrast Microscopy (PCM) - Asbestos Air	\$15
		Transmission Electron Microscopy (TEM) - Asbestos Air	\$200
		Particulate Air (NIOSH 0500)	\$30
		Silica (NIOSH 7500)	\$115
		Polarized Light Microscopy (PLM) - Asbestos (Bulk)	\$20
		PLM Point Count (400 Points) - Asbestos (Bulk)	\$50
		Air Sampling Pumps (Daily)	\$30
		Mileage	Current IRS Rate
		Other tests / Equipment (see attached ODC Summary)	

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Jeremy J. Zorne, PE, GE



Sacramento Convention Center

Geocon Consultants, Inc.													
Staff Name and or Classification	Principal	Senior Engineer / Geologist	Sr. Project Engineer / Geologist	Sr. Staff Engineer / Geologist	Senior Technician (PW)	Technician (PW)	Drafting	Admin/WP	Hours Subtotal	Labor Costs	OH + Fringe 184.02%	Profit 7%	Total Cost
Task A - Air Monitoring Services													
Field Services													
Data Analysis/Reporting	6		200				8	4	200	8,000.00	\$ 14,721.60	\$ 1,590.51	\$ 24,312.11
Task A Subtotal	6	0	200	0	0	0	8	4	218	\$ 8,784.00	\$ 16,164.32	\$ 1,746.38	\$ 26,694.70
Task B - Earthwork													
Compaction Testing	2				85				85	\$ 3,305.65	\$ 6,083.06	\$ 657.21	\$ 10,045.92
Data Analysis/Reporting/PM									2	\$ 120.00	\$ 220.82	\$ 23.86	\$ 364.68
Task B Subtotal	2	0	0	0	0	85	0	0	87	\$ 3,425.65	\$ 6,303.88	\$ 681.07	\$ 10,410.60
Task C - Pile Load Test													
Program/Production Piles													
Test Pile Installation	0	0	0	30	0	8	0	0	38	\$ 1,061.12	\$ 1,952.67	\$ 210.97	\$ 3,224.76
Pile Load Testing	0	0	0	24	0	0	0	0	24	\$ 600.00	\$ 1,104.12	\$ 119.29	\$ 1,823.41
Production Piles	0	0	0	160	0	80	0	0	240	\$ 7,111.20	\$ 13,086.03	\$ 1,413.81	\$ 21,611.04
Data Analysis/Reporting	8	16	8	16	0	0	2	4	54	\$ 2,200.00	\$ 4,048.44	\$ 437.39	\$ 6,685.83
Task C Subtotal	8	16	8	230	0	88	2	4	356	\$ 10,972.32	\$ 20,191.26	\$ 2,181.45	\$ 33,345.03
Total	16	16	208	230	0	173	10	8	661	\$ 23,181.97	\$ 42,659.46	\$ 4,608.90	\$ 70,450.33
Other Direct Costs													
Materials/Lab Tests													\$ 4,500.00
ODC Subtotal													\$ 4,500.00
Grand Total													\$ 74,950.33