

## City Council Report

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

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**File ID:** 2019-01259

September 10, 2019

**Consent Item 17**

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**Title: Supplemental Agreement No. 2 with BCA Architects and Tree Removal for the North Natomas Community Center and Aquatic Complex Project (L19140410)**

**Location:** District 1, North Natomas Regional Park between Town Center Drive and Via Ingoglia

**Recommendation:** Pass a Motion: 1) authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 2 to City Agreement No. 2017-1254 with BCA Architects for an amount not to exceed \$619,500, for a new total not-to-exceed amount of \$2,723,212; and 2) authorizing the removal of 26 trees at the NNCCAC site and replacement with 270 new trees.

**Contact:** Kirk Thompson, Senior Architect, (916) 808-8431; James Christensen, Facilities Manager, (916) 808-5863, Department of Public Works; Jason Wiesemann, Senior Landscape Architect, (916) 808-7634, Department of Youth, Parks, and Community Enrichment

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Supplemental Agreement No. 2

## Description/Analysis

**Issue Detail:** Approval of Supplemental Agreement No. 2 with BCA Architects in the amount of \$619,500 is necessary so BCA Architects can provide construction support services during the approximately 16-month construction period of the North Natomas Community Center and Aquatics Complex (NNCCAC) project (the "Project").

To construct the Project, removal of 26 trees with a total diameter at standard height (DSH) of 111.75" from the Project site is necessary. The trees are as follows: One Tulip tree with 1.5" DSH, one Chinese Tallow with 5.5" DSH, eight Sycamores with a total DSH of 43", six Zelkova trees with a total DSH of 21", and ten Valley Oaks with a total DSH of 40.75". Construction plans were adjusted to save existing trees where possible. The trees were posted for removal at the Project site on August 26, 2019 pursuant to City Code section 12.56.040.

**Policy Considerations:** The recommendations in this report are in accordance with City Code Section 3.64.040(A)(3), which requires City Council approval for supplemental agreements that exceed 10% if the original agreement amount was between \$250,000 and \$1,000,000, and Section 12.56.040, which provides procedures for removal of City trees as part of a public project.

**Economic Impacts:** Not applicable.

## Environmental Considerations:

**California Environmental Quality Act (CEQA):** On June 7, 2018, the City Council adopted a Mitigated Negative Declaration and a Mitigation Monitoring Program for the North Natomas Regional and Community Park Master Plan Amendment and Community Center and Aquatics Complex Project (see Resolution No. 2018-0215).

**Sustainability:** The NNCCAC design has been reviewed for consistency with the goals, policies, and targets of the City's Sustainability Master Plan, the Parks and Recreation Sustainability Plan, and the City's 2035 General Plan. The NNCCAC Project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness and recreation activities.

**Commission/Committee Action:** On December 6, 2018, a Design Review Director's hearing was held to review the design of the NNCCAC. The NNCCAC design received support from the City's Urban Design Director.

**Rationale for Recommendation:** BCA Architects is the architect of record for the NNCCAC project. Supplemental Agreement No. 2 is necessary so BCA Architects can provide construction support during the construction phase of the Project.

The City must remove the above-mentioned 26 trees at the Project site to complete grading and improve safety, security and operations for NNCCAC Project. Based upon these facts, the Director of Youth, Parks & Community Enrichment agrees with the staff justification and recommends removing the 26 trees. City Code section 12.56.040 does not require the development of a tree replacement plan when removing trees for a public project. However, it is City staff's intent to meet the replacement guidelines in the City's tree ordinance (City Code Chapter 12.56) as much as feasible given Project site constraints. To this end, the 26 removed trees will be replaced with 270 new trees located throughout the NNCCAC Project site with a minimum total DSH of 270", which exceeds the highest replacement standard in the City's tree ordinance.

**Financial Considerations:** Sufficient funds are available in the NNCCAC Project (L19140410) to execute Supplemental Agreement No. 2 with BCA Architects, in an amount not to exceed \$619,500.

**Local Business Enterprise (LBE):** BCA Architects is an LBE.

# CONTRACT ROUTING SHEET

*Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.*

**General Information (Required)**

Original Contract # (supplements only): 2017-1254 Supplement/Addendum #: 2  
 Assessor's Parcel Number(s): \_\_\_\_\_  
 Contract Effective Date: 10/24/2017 Contract Expiration Date (if applicable): \_\_\_\_\_  
 \$ Amount (Not to Exceed): \$ 2,723,212.00 Adjusted \$ Amount (+/-): \$ 619,500.00  
 Other Party: BCA Architects  
 Project Title: North Natomas Community and Aquatic Center  
 Project #: L19140410 Bid/RFQ/RFP #: P17151131033  
 City Council Approval: YES if YES, Council File ID#: \_\_\_\_\_

**Contract Processing Contacts**

Department: Public Works Project Manager: Kirk Thompson  
 Contract Coordinator: Kirsten Wise Email: kwise@cityofsacramento.org

**Department Review and Routing**

<b>Accounting:</b>	_____	_____
	(Signature)	(Date)
<b>Supervisor:</b>	_____	_____
	(Signature)	(Date)
<b>Division Manager:</b>	_____	_____
	(Signature)	(Date)
<b>Other:</b>	_____	_____
	(Signature)	(Date)

**Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)**

**Recording Requested**       **Other Party Signature Required**

Sheryl Patterson -Construction PSA Supplement

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**-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----**

# SUPPLEMENTAL AGREEMENT

Project Title and Job Number: North Natomas Community Center and Aquatic Center  
Purchase Order #:000042020

Date:08/12/2019  
Supplemental Agreement No.:2

The City of Sacramento ("City") and BCA Architects ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2017-1254, 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:

**Revised scope and fee to agreement during construction phase as described in Attachment to 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 for payment of Contractor's fees and expenses, is **increased** by \$619,500.00, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$ 263,877.00
Net change by previous supplemental agreements:	\$ 1,839,835.00
Not-to-exceed amount prior to this supplemental agreement:	\$ 2,103,712.00
<b>Increase</b> by this supplemental agreement:	\$ 619,500.00
New not-to exceed amount including all supplemental agreements:	\$ 2,723,212.00

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 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:

  
\_\_\_\_\_  
Project Manager

Approved By:

  
\_\_\_\_\_  
Contractor

Approved By:

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

Approved As To Form By:

  
\_\_\_\_\_  
City Attorney

Attested To By:

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

## Exhibit A-Revised Scope and Fee:

### **Construction Phase**

After the City's award of a general contract for the construction of the Project, review the progress of construction to determine, in general, if the work is performed in accordance with the construction contract documents, and assist the City in the following manner:

38. Participate in a City coordinated Pre-Construction Conference between appropriate parties.
39. Review and recommend approval or rejection of submittals, RFIs, shop drawings, samples, and other submissions for conformance with the design concept of the Project and compliance with the Contract Documents. All review comments shall be supplied to the City's Project Manager within ten (10) working days of receipt by Consultant. The City's Project Manager may grant additional time for individual reviews on a case-by-case basis.
40. Perform general administration of the Project to review the progress and quality of work and at intervals appropriate to the stage of construction and as specifically required in the Contract Documents, but not less than once every two weeks. Notify the City's Project Manager at least one (1) working day prior to each site visit and submit written field observations to the City within two (2) working days of completing each site visit. The City's Project Manager may grant an extension for the submittal of written observations on a case-by-case basis.
41. Review for compliance, any close out items submitted by the contractor for consistency with the contract documents, including but not limited to O&M Manuals, written guarantees, instruction books, diagrams and charts, etc., within ten (10) working days of receipt.
42. Architect and consultants shall review and comment on the contractor's punch list after it has been mitigated. Architect and consultants shall confirm the completed work is in general conformance with approved plans and specifications. Should Consultant become aware of omissions, substitutions, defects or deficiencies in the work of the project, Consultant shall immediately advise the City's Project Manager and follow-up in two calendar days with written confirmation of field conditions. Consultant is not contracted to complete extensive site investigation and field observations.
43. Assist during the post-construction warranty/guarantee period. Consultant shall not be responsible for post-construction guarantee assistance resulting from material or procedure changes to the Contract Documents made by City during construction and not approved by Consultant.

*Exhibit A, Section 5 is revised so the agreement now expires on June 30, 2021. Construction is expected to last for 16 months, with completion anticipated by December 31, 2020.*

**City of Sacramento / North Natomas Community Center and Aquatics Complex  
Sacramento, California**

Phase	Construction Phase: On- Site	Close Out Phase: On- Site	TOTALS
BCA	\$ 408,998	\$ 14,479	\$ 423,477
Consultants	\$ 180,159	\$ 15,864	\$ 196,023
<b>Total Lum Sum Fee</b>	<b>\$ 589,157</b>	<b>\$ 30,343</b>	<b>\$ 619,500</b>

**Lump Sum Fee for Construction Phase / Close out: On-Site**

**Consultants within the Lump Sum Fee above:**

**Site Visits: Punch List Review**

Aquatic Design Consultant (Aquatic Design Group)	6	1
Civil Engineer: On-site (Warren Consulting Engineers, Inc.)	6	1
Landscape Architect: On-Site (Yamasaki)	2	1
Structural Engineer (Miyamoto)	6	1
MEP) / Fire Protection Engineering (LP Consulting)	4	1
Food Service Consultant (DMH)	2	1

**Exclusions:**

1. Commissioning Agent Services
2. As-Built Documentation
3. CEQA related services and environmental consultants
4. Testing and Inspection Services
5. Agency or Utility  
Company Fees
6. SWPPP permit fee
7. SWPPP monitoring or reports during Construction (contractor handles SWPPP during  
construction phase)
8. Construction Inspection
9. Construction surveying and staking (by contractor)
10. Tribal Consultation
11. Hazardous Materials Sampling, Monitoring and Abatement
12. Design of formwork, shoring or other means and methods required for construction

**City of Sacramento / North Natomas Community and Aquatics Center - Construction  
Sacramento, California**

BCA ARCHITECTS STAFF (Supplemental Rates) 2019-2020	2017 FEE	2018 Fee	2019 Fee	2020 Fee	2021 Fee
	Fully Loaded Hourly Rate	Fully Loaded Hourly Rate	Fully Loaded Hourly Rate	Fully Loaded Hourly Rate	Fully Loaded Hourly Rate
Principal Architect	\$ 245.00	\$ 252.00	\$ 260.00	\$ 268.00	\$ 276.00
Associate Senior Designer	\$ 200.00	\$ 206.00	\$ 212.00	\$ 219.00	\$ 225.00
Associate Project Manager	\$ -	\$ 200.00	\$ 206.00	\$ 212.00	\$ 219.00
Associate Architect/Quality Control Reviewer	\$ -	\$ 200.00	\$ 206.00	\$ 212.00	\$ 219.00
Client Leader / Senior Project Manager	\$ 195.00	\$ 195.00	\$ 201.00	\$ 207.00	\$ 213.00
Senior Project Architect	\$ 195.00	\$ 201.00	\$ 207.00	\$ 213.00	\$ 219.00
Design Leader	\$ -	\$ 160.00	\$ 165.00	\$ 170.00	\$ 175.00
Project Manager	\$ -	\$ 160.00	\$ 165.00	\$ 170.00	\$ 175.00
Project Designer III	\$ -	\$ 115.00	\$ 118.00	\$ 122.00	\$ 126.00
Project Designer II	\$ 115.00	\$ 118.00	\$ 122.00	\$ 126.00	\$ 129.00
Project Admin I	\$ 80.00	\$ 82.00	\$ 85.00	\$ 87.00	\$ 90.00
Accounting Administrator	\$ 80.00	\$ 82.00	\$ 85.00	\$ 87.00	\$ 90.00
Project Consultants					Actual Fee + 5%

*The rates listed above are subject to a cost increase of up to 3% on January 1st, 2021 and each calendar year thereafter.*



**City of Sacramento / North Natomas Community and Aquatics Center - Construction  
Sacramento, California**

<b>Consultants (Supplemental Rates)</b>	<b>2017 FEE Hourly Rate</b>	<b>2018 Fee Hourly Rate</b>	<b>2019 Fee Hourly Rate</b>	<b>2020 Fee Hourly Rate</b>	<b>2021 Fee Hourly Rate</b>
<b>Aquatic Design Consultant (Aquatic Design Group, Carlsbad)</b>					
Principal	\$ 205.00	\$ 211.00	\$ 217.00	\$ 224.00	\$ 231.00
Project Architect / Engineer	\$ 185.00	\$ 191.00	\$ 196.00	\$ 202.00	\$ 208.00
Project Manager	\$ 165.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 186.00
Designer	\$ 115.00	\$ 118.00	\$ 122.00	\$ 126.00	\$ 129.00
Clerical	\$ 65.00	\$ 67.00	\$ 69.00	\$ 71.00	\$ 73.00
<b>Architectural Specifications Writer (Byun &amp; Associates, Buena Park)</b>					
	\$ 150.00	\$ 150.00	\$ 155.00	\$ 159.00	\$ 164.00
<b>Civil Engineer (Warren Consulting Engineers, Inc., El Dorado Hills)</b>					
Principal	\$ 165.00	\$170.00	\$ 175.00	\$ 180.00	\$ 186.00
Project Manager	\$ 135.00	\$139.00	\$ 143.00	\$ 148.00	\$ 152.00
Field Services	\$ 135.00	\$139.00	\$ 143.00	\$ 148.00	\$ 152.00
SWPPP Monitoring	\$ 155.00	\$160.00	\$ 164.00	\$ 169.00	\$ 174.00
Civil Engineer	\$ 130.00	\$134.00	\$ 138.00	\$ 142.00	\$ 146.00
Civil Designer	\$ 125.00	\$129.00	\$ 133.00	\$ 137.00	\$ 141.00
Drafter	\$ 90.00	\$93.00	\$ 95.00	\$ 98.00	\$ 101.00
Clerical	\$ 60.00	\$62.00	\$ 64.00	\$ 66.00	\$ 68.00
<b>Landscape Architect (Yamasaki, Auburn)</b>					
Principal	\$ -	\$ 165.00	\$ 170.00	\$ 175.00	\$ 180.00
Landscape Architect	\$ -	\$ 145.00	\$ 149.00	\$ 154.00	\$ 158.00
CAD Operator	\$ -	\$ 125.00	\$ 129.00	\$ 133.00	\$ 137.00
Administrative	\$ -	\$ 85.00	\$ 88.00	\$ 90.00	\$ 93.00
<b>Structural Engineer (Myamoto, West Sacramento)</b>					
Principal	\$ 235.00	\$242.00	\$ 249.00	\$ 257.00	\$ 264.00
Associate Principal	\$ -	\$ 200.00	\$ 206.00	\$ 212.00	\$ 219.00
Senior Associate	\$ -	\$ 180.00	\$ 185.00	\$ 191.00	\$ 197.00
Project Manager	\$ 180.00	\$185.00	\$ 191.00	\$ 197.00	\$ 203.00
Associate	\$ -	\$ 160.00	\$ 165.00	\$ 170.00	\$ 175.00
Project Engineer	\$ 145.00	\$149.00	\$ 154.00	\$ 158.00	\$ 163.00
Staff Engineer	\$ -	\$ 110.00	\$ 113.00	\$ 117.00	\$ 120.00
Designer	\$ 130.00	\$134.00	\$ 138.00	\$ 142.00	\$ 146.00
Administrative	\$ -	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00
<b>MEP / Fire Protection Engineer (LP Consulting Engineers Inc., Roseville)</b>					
Principal Mechanical/Electrical Engineer	\$ 230.00	\$237.00	\$ 244.00	\$ 251.00	\$ 259.00
Associate/ PE Engineer	\$ 190.00	\$196.00	\$ 202.00	\$ 208.00	\$ 214.00
Project Manager /Engineer	\$ 160.00	\$165.00	\$ 170.00	\$ 175.00	\$ 180.00
Senior Designer	\$ 150.00	\$155.00	\$ 159.00	\$ 164.00	\$ 169.00
Designer	\$ 130.00	\$134.00	\$ 138.00	\$ 142.00	\$ 146.00
CADD / Revit Technician	\$ 110.00	\$113.00	\$ 117.00	\$ 120.00	\$ 124.00
Clerical	\$ 75.00	\$77.00	\$ 80.00	\$ 82.00	\$ 84.00
<b>Food Service Consultant (DMH, San Diego)</b>					
Principal	\$ -	\$ 185.00	\$ 191.00	\$ 196.00	\$ 202.00
Project Manager	\$ -	\$ 125.00	\$ 129.00	\$ 133.00	\$ 137.00
Estimator	\$ -	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00
Specification Writer	\$ -	\$ 95.00	\$ 98.00	\$ 101.00	\$ 104.00
Designer	\$ -	\$ 103.00	\$ 106.00	\$ 109.00	\$ 113.00
Drafter / CAD	\$ -	\$ 40.00	\$ 41.00	\$ 42.00	\$ 44.00
Clerical	\$ -	\$ 40.00	\$ 41.00	\$ 42.00	\$ 44.00

*When billing hourly, the rates listed above will be increased by 5% to cover project expenses and then x 1.05 for BCA mark up.  
The rates listed above are subject to a cost increase of up to 3% on January 1st, 2021 and each calendar year thereafter.*