

**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



Com. Rpt.
31

APPROVED
BY THE CITY COUNCIL

SEP 28 1983

AG 83052 SHRA

AG 83052 A

Consultant Agreement

September 13, 1983

OFFICE OF THE
CITY CLERK

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

CITY MANAGER'S OFFICE
RECEIVED
SEP 21 1983

Redevelopment Agency of the
City of Sacramento
Sacramento, California

Honorable Members in Session: **SEP 28 1983**

SUBJECT: Downtown Plaza Parking Garage (Lot K) Ventilation
Project: Transfer of Project to City and Retention
of New Design Consultant

SUMMARY

The attached resolution approves and authorizes the Executive Director to execute an Individual Project Agreement which transfers the design responsibility for the Downtown Plaza Garage (Lot K) Ventilation Project to the City and authorizes the City to retain Sanford-Alessi Associates, Inc., Mechanical Engineers for the design phase.

BACKGROUND

In 1980, due to increased traffic, ventilation problems in the Downtown Plaza Garage began to occur. These were brought to the attention of staff and a preliminary study of the problem was conducted.

Pursuant to the preliminary study of the Downtown Plaza Garage Ventilation System prepared by Buonaccosi and Associates of San Francisco, which identified the problems and recommended a solution, the Agency with the assistance of the City went through a consultant selection procedure to hire a consultant to design and prepare plans and specifications for a new ventilation system for the Downtown Plaza Garage (Lot K).

The firm of Guyer-Santin of Sacramento was selected and upon approval by the Redevelopment Agency of the City of Sacramento was retained in October, 1981 to design the system.

Guyer-Santin has completed the initial schematic phase and the design phase. The cost estimate for their design of the modification is \$557,000.

Throughout the process understanding between the consultant and City/Agency staff has been difficult. As a result there is a lack

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of confidence concerning the design. Specifically it appears that the initial cost of the new system as designed is unnecessarily high and that the estimated energy cost to operate the system is also unnecessarily high.

Further, a review of the Guyer-Santin plans by an independent mechanical engineering consultant, Sanford-Alessi, indicated some changes could be made to improve the design and lessen initial costs and maintenance. These savings will be achieved primarily through the use of more efficient fans and ducting that will require less horsepower. Therefore less electrical energy will be needed. These were pointed out to Guyer-Santin. However, they feel that their proposed design is better although more costly. A second independent review was undertaken by the City with Turley-Gribben and Associates. This report also indicated some cost saving measures. Therefore, the lack of confidence in the design as proposed, was confirmed. Discussion with both Agency and City staff indicates that a fresh design approach should be taken.

Therefore, the firms of Sanford-Alessi and Turley-Gribben and Associates were informally requested to submit consultant design proposals.

The Agency and City staff's concur that the firm of Sanford-Alessi should be retained for the design services for the ventilation project. Sanford-Alessi estimates the construction cost at \$415,000.00. Further, the staffs concur that the City should retain the consultant and oversee the consultant services, since the garage is operated and maintained by the City. To do this an Individual Project Agreement is attached as Exhibit "A" authorizing the City to perform this function.

FINANCIAL DATA

Currently, budgeted and appropriated in the 1983 budget is \$776,000. Payments to Guyer-Santin, in house administration costs, and outside consultant plan checking costs leave a fund balance of \$708,414 as of July 7, 1983. Payments to Guyer-Santin to date are \$43,614. The Guyer-Santin "not to exceed fee" is \$46,352. Payment to the plan check consultant was \$2,805. Total cost to consultants so far is \$46,419.

Following is a breakdown of costs to date and proposed costs to complete the project:

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Guyer-Santin - Design Consultant	\$ 43,614.00
Sanford-Alessi plan check consultant	\$ 2,805.00
SHRA administration - spent to date	\$ 21,167.00
Proposed Sanford Alessi Design fee	\$ 29,000.00
Estimated construction costs w/contingencies	\$456,000.00
City administrative cost and engineering inspection costs	\$ 41,000.00
SHRA administration to be expended	\$ 18,000.00
TOTAL	\$611,586.00

The amount budgeted and appropriated in 1983 budget was \$776,000 of which \$708,414 remained as of July 7, 1983. Including the Guyer-Santin fee and administration cost paid, the estimated cost savings between the present design and proposed design is the difference between \$776,000 and \$611,586 which is \$164,414, of which \$142,000 is the difference between the estimated construction contract costs. The actual cost savings will depend upon receipt of construction bids. As a result of a new design, we expect annual long term energy cost savings of \$18,700 to \$28,700.

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of September 15, 1983, the Sacramento Housing and Redevelopment Commission adopted a motion recommending adoption of the attached resolution. The votes were as follows:

AYES: Angelides, Glud, Luevano, Luttrell, Miller, Moose,
Ose, Pettit, Vargas

NOES: Walton

ABSENT: Amundson, Hall, Teramoto

POLICY IMPLICATION

The actions proposed in this staff report are consistent with previously approved policy and there are no policy changes being recommended.

RECOMMENDATION

The staff recommends adoption of the attached resolution approving and authorizing the Executive Director to execute an Individual Project Agreement with the City, which transfers design and construction responsibility for the Downtown Plaza Garage (Lot K)

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Ventilation Project to the City and authorizes the City to retain Sanford-Alessi Associates Inc. for the design phase.

Respectfully submitted,

William H. Edgar

WILLIAM H. EDGAR
Executive Director

TRANSMITTAL TO COUNCIL:

Walter J. Slipe

WALTER J. SLIPE
City Manager

M. H. Johnson
for JOHN VAROZZA
City Engineer

Contact Person: Leo Goto

RESOLUTION No.

Adopted by The Sacramento City Council on date of

September 28, 1983

AUTHORIZING EXECUTION OF INDIVIDUAL PROJECT
AGREEMENT WITH REDEVELOPMENT AGENCY FOR DESIGN AND
CONSTRUCTION OF DOWNTOWN PLAZA GARAGE
VENTILATION PROJECT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRA-
MENTO:

SECTION 1. The City Manager is authorized to execute an Individual Project Agreement with the Redevelopment Agency of the City of Sacramento which transfers design and construction responsibility for the Downtown Plaza Garage (Lot K) Ventilation Project to the City.

SECTION 2. The City Manager is authorized to retain the firm of Sanford Alessi Associates, Inc., as Design Consultants for the Project.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

SEP 28 1983

OFFICE OF THE
CITY CLERK

SEP 28 1983

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RESOLUTION NO. 83-068

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
ON DATE OF

September 28, 1983

AUTHORIZING EXECUTION OF INDIVIDUAL PROJECT
AGREEMENT WITH CITY FOR DESIGN AND
CONSTRUCTION OF DOWNTOWN PLAZA GARAGE
VENTILATION PROJECT

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO:

Section 1. The Executive Director is authorized to
execute an Individual Project Agreement with the City of Sacra-
mento which transfers design and construction responsibility
for the Downtown Plaza Garage (Lot K) Ventilation Project to
the City.

CHAIRMAN

ATTEST:

SECRETARY

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
CITY OF SACRAMENTO

SEP 28 1983

INDIVIDUAL PROJECT AGREEMENT

THIS AGREEMENT is entered into as of _____, 19____, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter "Agency"), and the CITY OF SACRAMENTO (hereinafter "City").

Recitals

WHEREAS, the City and Agency have entered into a certain Memorandum of Understanding as of August 3, _____, 1982, relating to the execution of agreements for physical improvements by and between the City and the Agency; and

WHEREAS, the Agency desires to utilize the staff and expertise of the City in accomplishing certain physical improvements; and

WHEREAS, the Agency has determined that it has sufficient funding to accomplish the improvements set forth herein.

NOW, THEREFORE, the parties hereto agree and covenant as follows:

1. The City will undertake the installation of the improvements set forth on Exhibit "B" attached hereto and made a part hereof and cause the same to be completed, together with all necessary administrative costs, consultant costs, equipment costs, and contingent costs, for a total sum not to exceed Five Hundred Twenty Six Thousand & No/100 _____ DOLLARS (\$ 526,000.00 _____).

2. The improvements set forth herein shall be accomplished according to the procedural steps set forth in Exhibit "C" attached hereto and made a part hereof and cause the same to be completed on or before a mutually agreed upon date between the City and the Agency.

3. As to those improvements set forth in Exhibit "B" which are located upon City-owned land, said improvements shall be constructed to existing City standards for such improvements and shall be accomplished in such manner and with the use of such forces as the City shall deem necessary and appropriate, provided, however, that in no event shall Agency's liability to City by reason of City's activities hereunder exceed the total amount set forth in Paragraph 1 hereof.

4. City has established a budgeted line item breakdown of the aforementioned total sum as follows:

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Administrative Costs	<u>8,000</u>
Consultant Costs	<u>29,000</u>
R/W Costs	<u>-0-</u>
Construction Costs	<u>415,000</u>
Construction Engineering Costs	<u>33,000</u>
Equipment Costs	<u>N/A</u>
Contingencies	<u>41,000</u>
TOTAL	<u>=====</u> <u>\$526,000</u> <u>=====</u>

5. City will submit partial payment requests on a monthly basis for payment hereunder for the actual reasonable costs incurred by City to accomplish the improvements set forth hereunder. Agency agrees to pay such progress payments in such amounts as City requests upon review of Partial Payment Request, Contractor Break-down, Monthly Project Progress Report, and Schedule for Agency-owned Projects (Exhibit "D"). For City-owned projects, the Agency will receive and review only the Partial Payment Request. Agency reserves the right to terminate this Agreement forthwith if, upon the presentation of a progress payment request, it reasonably appears in the sole discretion of Agency, that the work specified in Exhibit "B" cannot be fully accomplished and brought to completion for the total amount of compensation set forth in Paragraph 1 above.

6. If Agency should terminate this Agreement as provided in Paragraph 5 above, Agency agrees to reimburse City for all of its actual reasonably incurred expenses related thereto prior to the termination.

7. As to improvements located upon City-owned land, City shall have the right to execute such change orders affecting the work as seen in its discretion reasonable and appropriate. However, as to improvements undertaken upon Agency-owned land, Agency shall approve all such change orders except those which, in the judgement of the City Engineer, are necessary to prevent interruption of the work which would result in a substantial increase in cost to the Agency, or necessary to protect the work or equipment or materials to be used in the work or human safety from substantial and immediate danger of injury, or necessary to protect, where damage or injury has occurred, the work or equipment or materials to be used in the work or human safety from further or additional damage or injury or deterioration thereto. City shall have the right to expend funds from one of the line item categories set forth in Paragraph 4 above for the purpose specified in another of said categories upon the exhaustion of funds for the latter category, provided that City reasonably believes that all of the specified improvements can be accomplished and brought to completion for the total sum set forth in Paragraph 1 above. Further, City shall notify Agency immediately upon its determination that it is not reasonably probable that the

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specified improvements can be accomplished and brought to completion for the total sum set forth in Paragraph 1 above. Upon such notification by City as set forth in Paragraph 5 above, or upon such determination by Agency as set forth in Paragraph 7 above, Agency shall at its option either (i) terminate the Contract forthwith and pay City its reasonable actual expenditures expended to the date of termination, or (ii) obtain an increased appropriation of funds and amend this Agreement with City to so provide.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

By _____
Executive Director

APPROVED AS TO FORM:

General Counsel

CITY OF SACRAMENTO

APPROVED:

By _____
City Manager

Finance Department

ATTEST:

Cost Code _____

City Clerk

Organization No. _____

Organization Approval

PROJECT DESCRIPTION

Location of Project:

Downtown Plaza Garage (Lot K)

Description of Improvements:

Provide the following Services for Downtown Plaza Garage (Lot K)

1. Contract with Sanford Alessi Mechanical Engineers for design of new Ventilation System
2. Bid project and upon Agency approval award construction contract.
3. Inspect construction, approve contract payments, and administer contract.

UNITED STATES GOVERNMENT

Division of Department of Engineering City Hall San Francisco, California 95014	CONTRACT NUMBER OR RANGE	COUNCIL CONTRACT NO.	CHARGE ORDER NO.
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QUANTITY ORDERED	DESCRIPTION	UNIT PRICE	EXPLANATION
			Original Contract
			Total Cert. to Date
			BALANCE DUE ON CONTRACT
			Amount Work Completed
			LESS 10%
			Sub Total
			Previous Certificate
			AMOUNT THIS CERTIFICATE

TO BE COMPLETED BY RECEIVING DEPT. AND FORWARDED TO ACCOUNTING DIVISION

CERTIFICATION IS HEREBY MADE THAT ARTICLES OR SERVICES WERE RECEIVED IN QUANTITY AS QUANTIFIED HEREIN AND IN QUALITY ACCORDING TO SPECIFICATIONS.

DEPARTMENTS ARE REQUESTED TO INDICATE ANY DISSATISFACTIONS PERTAINING TO THIS ORDER IN EXPLANATION COLUMN AND FORWARD TO PURCHASING AGENT.

DATE RECEIVED _____

RECEIVED BY _____

DEPT. HEAD _____

City Manager

Vendor's Name as shown on P. O. _____

24

(11)

(5)

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MONTHLY PROGRESS REPORT

for Month of _____

Organization _____ Project _____

Name of Person Completing Form _____

Telephone _____

A. Operating Steps Taken: (List major activities such as hiring of staff, signing of contract, purchase of equipment or supplies, etc.)

B. Accomplishments This Month: (List services provided, rehabilitations performed, construction completed, etc.)

C. Problems Encountered:

D. Extent of Project Completion to Date: _____

CITY/AGENCY PROJECTS

CONSTRUCTION TIMELINE

Project Name: _____

Legend:

- Critical Milestone (Identify)
- ▲ Date project updated
- ▲ Current progress of project

Project Budget Construction bid Amount Expenditures to date Funding Source

\$ _____ \$ _____ \$ _____ \$ _____

Major Steps	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End

Guyer Santin ♦ Engineering/Architecture/Planning

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INCORPORATED

Sacramento
Oakland
San Diego

23 September 1983

Received in E.D.'s Office.

SEP 26 1983

SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY

Mr. William H. Edgar
Executive Director
Sacramento Housing and Redevelopment Agency
P.O. Box 1834
Sacramento, CA 95809

ORIGINAL - Bill Edgar
Copy - Andy
Copy - Leo
Copy - Roy
~~Copy - [redacted]~~
Copy - Mel Johnson (City
Engineer's Office)

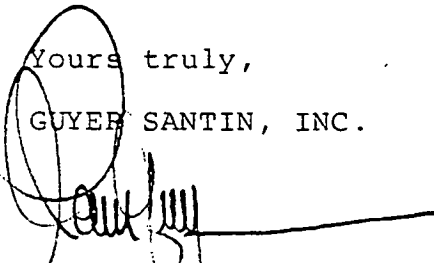
Dear Mr. Edgar:

I am in receipt of a copy of your Resolution dated September 13 and since it is, to say the least, highly defamatory and damaging to our professional reputation, I would like to request that, in the interest of fairness, you provide the Agency and Council members with a copy of our letter of April 11 explaining our position on the project.

Please note specifically that we indicated that we would be pleased to make the changes requested by the City staff at no additional design cost. Our only qualification is that, if those cost reduction changes are made, we will want to go clearly on record as having indicated to you that we do not believe that the ventilation and air quality will be improved in the garage. If, of course, the Agency and City wish to pay additional design costs to have the changes made by another engineering firm, that is certainly their prerogative.

If you have any questions, please give me a call.

Yours truly,
GUYER SANTIN, INC.


J. Paul Guyer, P.E.
President

JPG:gb
Encl: Ltr dtd 4/11/83

455 Capitol Mall, Suite 302
Sacramento, CA 95814
(916) 442-0686

Guyer Santin + *Engineering/Architecture/Planning*

INCORPORATED

Sacramento
Oakland
San Diego

April 11, 1983

Sacramento Housing and Redevelopment Agency
630 - I. Street
Sacramento, California 95814

Attn: Curt Gilley

Subj: Downtown Plaza Garage
Ventilation System

Gentlemen:

Thank you for the opportunity to review the comments by the City concerning the design for subject project. We appreciate the City taking the time to provide their review comments in such a timely manner.

A recapitulation of the purpose for this project may be helpful in understanding the design. The purpose of this project, as communicated to us, is:

1. To improve the ventilation in all parts of the garage, particularly along the rows to the pay booths where cars are frequently backed up with engines running waiting to exit.

The existing situation is such that large parts of the garage receive little ventilation because the ventilation rate is too low and, most importantly, because there is inadequate ducting to provide exhaust air intake throughout the garage. Our air motion and CO tests indicate stagnant air in large areas with little air movement. In order to remedy this situation, it is necessary to:

1. Increase the ventilation rate
2. Provide additional ducting.

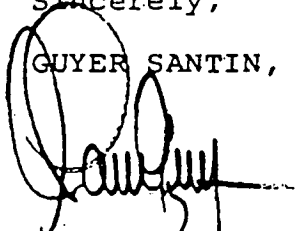
455 Capitol Mall, Suite 302
Sacramento, CA 95814
(916) 442-0686

These are the features which were incorporated into our design to the extent practicable within the physical constraints of the building and cost limitations of the budget. We do not feel that increasing the ventilation rate to the current code requirements will provide adequate ventilation, in and of itself, without the additional ducting.

The City's points are well taken that the design has high construction and energy costs, but we are unaware of any way to accomplish the project purpose without these consequences. If the new ductwork and fans are removed from the design, it will reduce the construction cost and energy consumption but will not, in our opinion, accomplish the project purpose of improved ventilation in all parts of the garage. We will, of course, be pleased to provide such design changes as may be requested to reduce the construction and energy costs, however it will be necessary for us to advise you that we do not feel the ventilation and air quality in the garage will be improved.

Sincerely,

GUYER SANTIN, INC.

A handwritten signature in black ink, appearing to read 'J. Paul Guyer', written over a horizontal line. The signature is stylized and somewhat cursive.

J. Paul Guyer, P.E.
President

JPG:ec

MEMORANDUM

TO: William Edgar, Executive Director
FROM: Lorraine Magana, City Clerk
SUBJECT: City Agreement No. 83052B
DATE: October 26, 1983

On September 28, 1983, the Sacramento City Council adopted a resolution authorizing the execution of an individual project agreement with Redevelopment Agency for design and construction of Downtown Plaza Garage Ventilation Project.

Enclosed are four copies of said agreement executed by the City as authorized by the attached, certified resolution number 38-757.

Upon final execution, please return three copies of said agreement to the Office of the City Clerk for the City's distribution.



CITY OF SACRAMENTO

OFFICE OF THE CITY CLERK

915 I STREET

CITY HALL ROOM 203

SACRAMENTO, CALIFORNIA 95814

TELEPHONE (916) 449-5428

LORRAINE MAGANA
CITY CLERK

October 26, 1983

Keith
~~Keith~~ C. Sanford
Sanford Alessi Associates, Inc.
420 Broadway
Sacramento, CA 95818

RE: City Agreement No. 83052A

Dear Mr. Sanford:

On September 28, 1983, the Sacramento City Council adopted a resolution authorizing the execution of an agreement with Sanford Alessi Associates, Inc., as Design Consultants for the Downtown Plaza Garage Ventilation Project.

Enclosed, for your records, is one fully certified copy of said agreement and certified resolution authorizing same.

Sincerely,

Lorraine Magana
Lorraine Magana
City Clerk

LM:mjw:31

Enclosure

cc: Risk Management
Redevelopment Agency
Public Works