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DEPARTMENT OF
GENERAL SERVICES

OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

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DIVISIONS:

COMMUNICATIONS
FACILITY MANAGEMENT
FLEET MANAGEMENT
PROCUREMENT SERVICES

May 28, 1992

City Council
Sacramento, California

Honorable Members in Session:

APPROVED
BY THE CITY COUNCIL

JUN 09 1992

OFFICE OF THE
CITY CLERK

SUBJECT: SUPPLEMENTAL CONSULTANT AGREEMENT NO. 2 IN THE AMOUNT OF \$212,634.00 TO TURNER CONSTRUCTION COMPANY FOR PROJECT ADMINISTRATION OF THE SACRAMENTO CONVENTION CENTER EXPANSION (PA11)

LOCATION and COUNCIL DISTRICT

1100 14th Street (Convention Center); Council District 1.

SUMMARY

This report requests City Council approval of Supplemental Agreement No. 2 with Turner Construction Company for the Sacramento Convention Center Expansion (PA11) project. This Supplemental Agreement extends the time of performance for Phase 2 (design phase) Project Administration by four (4) months, and increases the fee to compensate the Consultant for the costs of providing project staff for the additional time period.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute Supplemental Agreement No. 2 in the amount of Two Hundred Twelve Thousand Six Hundred Thirty-four and No/100 (\$ 212,634) with Turner Construction Company under Consultant and Professional Services Agreement number 89115.

BACKGROUND INFORMATION

On November 21, 1989, City Council authorized an Agreement with Turner Construction Company for Project Administration Consulting for the Sacramento Convention Center Expansion project (PA11). While the Agreement provides for consulting services through both design and construction phases, Council originally authorized services through the design phases (Phase 1 and 2), only. On March 17, 1992, Council authorized continuing project administration services through the Expansion Project Bid phase (Phase 3).

The Turner Consultant Agreement provides for a fixed maximum period of service of 52 months, including 26 months for design phase administration services and 26 months for bidding, construction and post-construction phase activities. This Supplemental Agreement is to provide for an extension of the Project design phase by four (4) months. Three months of the extension is due to project design delay during City analysis of the feasibility of relocating the Merrium Apartments building. The remainder of the extension to Turner's period of

City Council
Re: Supplemental Consultant Agreement (PA11)
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service is required for an extended design phase as the project Architect's complete the Construction Documents.

Staff will return for authorization to continue the Turner Construction Company project administration contract through the construction and post-construction phases (Phases 4 and 5) of the Expansion project, which will be at the same time as staff's request for award of a construction contract to the successful low Bidder.

FINANCIAL DATA

A project contingency has been included in the project budget, which is sufficient to cover all costs of this Supplemental Agreement.

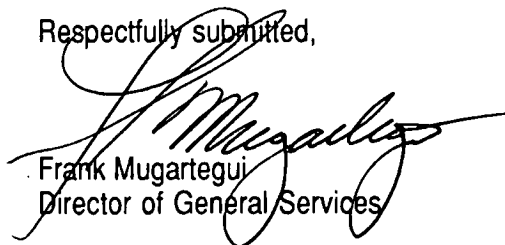
POLICY CONSIDERATIONS

Approval of the Supplemental Agreements herein is consistent with requirements of Chapter 59 of the City Administrative Code.

WBE / MBE

This report does not affect WBE / MBE efforts.

Respectfully submitted,



Frank Mugartegui
Director of General Services

RECOMMENDATION APPROVED:



WALTER J. SLIPE, CITY MANAGER

JUNE 9, 1992

Contacts: Jim Faber, Project Mgr., 264-7745

FACILITY MANAGEMENT
City of Sacramento

SUPPLEMENTAL AGREEMENT

Contract # & Date: 89115; November 21, 1989

Budget # : 419 500 PA11 4840

Purchase Order # : 0Pa1105660

Supplemental Agreement No.: 2

Sacramento, California

March 30, 1992

TO: Turner Construction Company, Consultant

AGREEMENT FOR: Sacramento Convention Center Expansion (PA11)
Project Administration Consultant Services

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "City", and your firm, hereinafter referred to as "Consultant, in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following change or changes for the consideration set forth below:

Description:

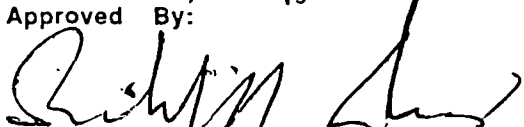
See attached "Consultant and Professional Services Agreement with Turner Construction Company; Supplemental Agreement #2, March 30, 1992, Attachment A"

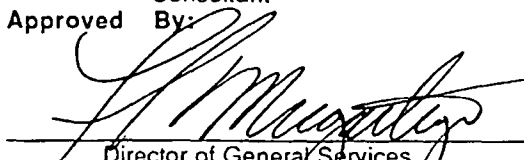
The original agreement sum was	\$ 2,000,000.00
Net change by previous Supplemental Agreements	\$ 6,997.00
The agreement sum prior to this Supplemental Agreement was	\$ 2,006,997.00
The agreement sum will be (increased) (decreased) (unchanged) by this S.A.	\$ 212,634.00
New agreement sum including all Supplemental Agreements	\$ 2,219,631.00

Consultant agrees that the amount of increase ~~or decrease~~ in the agreement sum specified in this Supplemental Agreement shall constitute full compensation for the work required by this Supplemental Agreement, including but not limited to all compensation for the additional costs, if any, which may accrue to the Consultant by reason of any change in work schedules, other agreement work or cost of the project in any way made necessary by this Supplemental Agreement. The time for performance of the agreement will be changed by ~~4 calendar months~~ ~~calendar days~~ (Increase) ~~Decrease~~ ~~(Remain Unchanged)~~ by reason of the performance of the work required by this Supplemental Agreement. Except as herein above expressly provided, Consultant further agrees that the performance of the work specified in this Supplemental Agreement or the rescheduling of other project work made necessary by this Supplemental Agreement, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the agreement between the City and Consultant for the project.

Approval Recommended By:

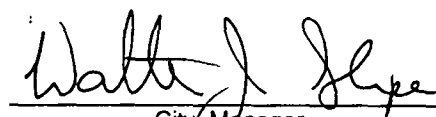

Project Manager

Approved By:

Consultant

Approved By:

Director of General Services

Approved By:

City Attorney
Approved By:


City Manager

Approved By:

City Clerk

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
TURNER CONSTRUCTION COMPANY**

**SUPPLEMENTAL AGREEMENT NO. 2
ATTACHMENT A**

March 30, 1992

A. DESCRIPTION OF SERVICES:

Unless modified in the following description of services, all provisions of the Consultant and Professional Services Agreement apply.

1. General Project Administration Services: Provide four (4) months of (additional) Project Administration responsibilities under the Design Phase (Phase 2) of the Agreement for consultant and professional services.
 - a. Time of Performance: Four (4) months, in addition to the time period established under Exhibit A, Article V, Paragraph C.
 - b. Compensation: The Consultant agrees to perform additional Project Administration services and the City agrees to pay the Consultant for such services; compensation for this additional service shall be the fixed sum of:

One Hundred Sixty-two Thousand Five Hundred Forty-eight and No/100 Dollars (\$ 162,548).
 - c. Reimbursable Expenses: The Consultant agrees that reimbursable expenses, as defined in Exhibit B; Article II for performance of these additional services shall be billed on an itemized basis; and the City agrees to pay the Consultant for such reimbursable expenses, compensation not to exceed the sum of:

Seven Thousand Nine Hundred Fifty-two and No/100 Dollars (\$7,952)
2. On-site Field Supervision: Provide part-time (50%) field supervision personnel for Site Preparation work construction administration in advance of Phase IV - Construction professional services.
 - a. Time of Performance: Concurrent with the time period established under Exhibit A, Article V, Paragraph C of the Agreement.
 - b. Compensation: The Consultant agrees to perform additional Project Administration services and the City agrees to pay the Consultant for such services; compensation for this additional service shall be the fixed sum of:

Forty-two Thousand One Hundred Thirty-four and No/100 Dollars (\$ 42,134).
 - c. Reimbursable Expenses: The Consultant agrees that reimbursable expenses for performance of this additional service shall be included as part of the reimbursable expense of basic services.
 - d. Notwithstanding payment provisions for basic services as defined in Exhibit B, Article III or for termination settlement provisions for basic services as defined in Exhibit B, Article V, payments to the Consultant on account of the additional professional services under this Paragraph shall be made in proportion to services performed.

3. Mechanical System Cost Estimating: Provide mechanical system cost estimating by in-house personnel as basic service instead of as a reimbursable expense through the professional firm listed under Exhibit A, Article IV, Paragraph B.1.
 - a. Time of Performance: Concurrent with the time period established under Exhibit A, Article V, Paragraph C of the Agreement.
 - b. Compensation: The Consultant agrees to perform these Project Administration services as basic service and the City agrees to pay the Consultant for such services; compensation for this additional service shall be the fixed sum of:

Fifteen Thousand and No/100 Dollars (\$ 15,000).
 - c. Reimbursable Expenses: The Consultant agrees that expenses for mechanical cost estimating through a separate professional firm shall be excluded from the Agreement reimbursable compensation; and the reimbursable compensation shall be reduced by the fixed sum of:

[Fifteen Thousand and No/100 Dollars (\$ 15,000)].
 - d. Notwithstanding payment provisions for basic services as defined in Exhibit B, Article III or for termination settlement provisions for basic services as defined in Exhibit B, Article V, payments to the Consultant on account of the additional professional services under this Paragraph shall be made in proportion to services performed.

B. TOTAL ADJUSTMENTS TO AGREEMENT SUM AND TIME OF PERFORMANCE

1. Based on the compensation listed in Part 1, above, for the services covered by this Supplemental Agreement #2, the Agreement Sum will be increased by the following sum:

Two Hundred Twelve Thousand Six Hundred Thirty-four and No/100 Dollars (\$ 212,634);

which, sum to be distributed as follows:

For professional services, the amount is increased by:

Two Hundred Nineteen Thousand Six Hundred Eight-two and No/100 Dollars (\$ 219,682)

For reimbursable expenses, the amount is decreased by:

[Seven Thousand Forty-eight and No/100 Dollars (\$ 7,048)]

2. Based on the times of performance listed in Part 1, above, for services covered by this Supplemental Agreement #2, the Time of Performance will be increased by 4 calendar months

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