Title: (Contract for Review) Change Order and Supplemental Agreements for the Convention Center Complex Renovation Project (M17100100)

Location: District 4, 1400 J Street and 1301 L Street

Recommendation: Accept and publish for review a Motion: 1) authorizing the City Manager or the City Manager’s designee to execute Change Order No. 10 (Supplemental Agreement No. 15) to Contract No. 2017-0781 with Kitchell CEM, Inc. for a not-to-exceed amount of $6,650,000, bringing the total contract amount to $93,675,627 for the Safe Credit Union Performing Arts Center (PAC) Renovation Project; 2) resetting the City Manager’s authority to issue change orders for Contract No. 2017-0781; 3) authorizing the City Manager or the City Manager’s designee to execute Supplemental Agreement No. 4 to Contract No. 2017-0218 with the DLR Group, Inc. for a not-to-exceed amount of $381,670, bringing the total contract amount to $9,378,023 for the PAC Renovation Project; 4) resetting the City Manager’s authority to issue supplemental agreements for Contract No. 2017-0218; 5) authorizing the City Manager or the City Manager’s designee to execute Supplemental Agreement No. 2 to Contract No. 2019-0130 with Geocon Consultants, Inc. for a not-to-exceed amount of $60,000, bringing the total contract amount to $217,015 for the Safe Credit Union Convention Center (CC) Renovation Project; 6) resetting the City Manager’s authority to issue supplemental agreements for Contract No. 2019-0130; and continue to May 5, 2020 for approval.

Contact: Ofelia Avalos, Senior Engineer, (916) 808-5054; Fran Halbakken, Project Executive, (916) 808-7194, Office of the City Manager

Presenter: None

Attachments:
1-Description/Analysis
2-Change Order No.10 Kitchell PAC
3-Supplemental Agreement No. 4 DLR PAC
4-Supplemental Agreement No. 2 Geocon CC
Description/Analysis

Issue Detail: Renovation and expansion of the SAFE Credit Union Convention Center (CC) is needed not only to modernize and improve the facility but also to accommodate, retain, and attract existing and new convention and event business as well as generate additional transient occupancy tax (TOT) revenue growth. Renovation of the SAFE Credit Union Performing Arts Center (PAC) will address compliance with Americans with Disabilities Act (ADA) requirements, improved patron experience including better sound and acoustics, and theater operations and functionality. These renovations will address longstanding deficiencies and will enable the building to host more events in the future. Approval of these change orders and supplemental agreements are necessary for allowing the projects to move forward with the completion of construction for both buildings.

Change Order No. 2 (Supplemental Agreement No. 7) to Contract No. 2017-0781 in the amount of $10.3 million with Kitchell CEM, Inc. was approved by Council on September 24, 2019 and compensated the contractor for the alternate of the Guaranteed Maximum Price (GMP), which was for the construction of the cold shell of the multipurpose room, removal and replacement of duct system, and fire proofing material within the existing building.

Change Order No. 3 through Change Order No. 9 in the amount of $1,931,217 compensated the contractor for various items such as underground utility conflicts, replacement of the orchestra pit elevator, removal of additional fire proofing material on a time and material basis, structural conflicts, structural additions to incorporate the future art in the lobbies, modifications to elevator rooms to account for differences from the record drawings and other unforeseen changes.

Change Order No. 10 in the amount of $6,650,000 will compensate the contractor for the changes to the Plans from the 95% GMP set to the final 100% permitted set. It will also add owner allowances to the contract to reconstruct areas that were removed during the demolition phase when it was discovered that there was an overspray of existing fire proofing that required removal. This work includes walls, ceilings, insulation, fire sprinkler modifications, and seismic upgrades for duct work replacement. These allowances will minimize any potential delays and keep the anticipated date to open the SAFE Credit Union Performing Arts Center in the Winter of 2020.

Supplemental Agreement No. 4 with the DLR Group, Inc. for a not-to-exceed amount of $381,670 compensates the architect for design work for the SAFE Credit Union name changes on signage, lighting designs for the new art, unforeseen plan changes needed for the project completion related to the change orders above, additional site visits and an extension of the contract to include the new opening date this winter.
The City also entered into an agreement with Geocon Consultants Inc. for an amount of $92,015 for monitoring and testing required by state and federal regulations for the foundation piles. Supplemental agreement No.1 in the amount of $65,000, which was approved by Council on October 15, 2019 and Supplemental Agreement No. 2 in the amount of $60,000 with Geocon Consultants Inc. will cover the remaining daily air monitoring and testing required for the last phase of the project construction for the CC.

**Policy Considerations:** The improvements to the CC and PAC support the following goals and policies of the City’s General Plan:

- ERC 4.1.3 City-Owned Resources. The City shall enhance the quality of existing City-owned arts and cultural resources and facilities through reinvestment, communications and marketing.

- ERC 4.1.5 The city shall support renovation and expansion of CC facilities and adjacent supportive infrastructure, including hotels, to attract top tier national and international events.

The renovation and expansion of the CC will allow the facility to remain attractive and competitive in the future, while providing a nationally recognized convention venue for residents, visitors and convention attendees. It is also anticipated to generate increased transient occupancy tax (TOT) revenues as more events will likely lead to more hotel night stays and may generate the need for additional hotel development in the downtown core.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a two-thirds vote of the City Council, all labor agreements and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action.

**Economic Impacts:** The CC and PAC construction contracts require compliance with the approved Community Workforce and Training Agreement (CWTA), which requires local hiring and allows for targeted employment opportunities for Sacramento residents.

This new infrastructure is expected to create 26.60 total jobs (15.30 direct jobs and 11.31 jobs through indirect and induced actives) and create $4,105,942.75 in total economic output ($2,588,007.10 of direct output and another $1,517,935.65 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output
model (2009 coefficients) to quantify the economic impacts of a hypothetical $1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** In accordance with CEQA, the City, as “lead agency”, determined that an Environmental Impact Report (EIR) should be prepared for the CC Renovation and Expansion Project. On June 19, 2018, City Council approved Resolution No. 2018-0252 certifying the Environmental Impact Report and Mitigation Monitoring Plan for the CC Renovation and Expansion Project.

On April 27, 2010, City Council found the PAC Renovation Project to be exempt from CEQA, citing Section 15302, which provides that projects involving replacement or reconstruction of existing structures and facilities are exempt from CEQA. (Resolution No. 2010-0208).

**Sustainability:** The CC project will be designed utilizing energy efficient standards and will reduce the carbon footprint contribution, therefore helping meet the City of Sacramento’s sustainability goal. The City is pursuing Leadership in Energy and Environmental Design (LEED) Silver certification with the U.S. Green Building Council for the CC Renovation and Expansion Project in accordance with City policy LU 8.1.5 LEED Standard for City-Owned Buildings, which requires LEED (Leadership in Energy and Environmental Design) Silver or equivalent standard.

The PAC project will be designed in accordance with City policy LU 8.1.5 and will meet the LEED Silver equivalent standards.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** Approval of Change Order No. 10 with Kitchell CEM Inc., Supplemental Agreement No. 4 with DLR Group Inc. for the PAC, and Supplemental Agreement No. 2 with Geocon Consultants, Inc. for the CC are necessary to move forward with the completion of construction for the Convention Center Complex.

**Financial Considerations:** There is sufficient funding in the Convention Center Complex Renovation Project (M17100100) to execute the following agreements:
• Change Order No. 10 (Supplemental Agreement No. 15) to Contract No. 2017-0781 with Kitchell CEM, Inc. for a not-to-exceed amount of $6,650,000 which will bring the agreement to a new not to exceed amount of $93,675,627.

• Supplemental Agreement No. 4 to Contract No. 2017-0218 with the DLR Group, Inc. for a not-to-exceed amount of $381,670 which will bring the agreement to a new not to exceed amount of $9,378,023.

• Supplemental Agreement No. 2 to Contract No. 2019-0130 with Geocon Consultants, Inc. for a not-to-exceed amount of $60,000 which will bring the agreement to a new not to exceed amount of $217,015.

**Local Business Enterprise (LBE):** DLR Group Inc. and Kitchell CEM, Inc. are LBE firms.
CITY OF SACRAMENTO

CHANGE ORDER

Contract No.: 2017-0781  
Purchase Order No. # 0000050075  
Budget No.: 472011-50000-6330-51000000-M17100102  
Change Order No.: 010 (2017-0781-15)

Sacramento, California  
April 10, 2020

TO: Kitchell CEM, Inc.  
Contractor

CONTRACT FOR: SACRAMENTO COMMUNITY CENTER THEATER PROJECT (M17100102)

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "CITY", and your firm, hereinafter referred to as "CONTRACTOR", 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 Exhibit A, attached and incorporated herein.”

The original contract sum was: $74,309,532.00
Net change by previous change orders: $12,716,094.91
The contract sum prior to this change order was: 87,025,626.91
The contract sum will be increased by this C.O: $6,650,000.00
New contract sum including all Change Orders: $93,675,626.91

CONTRACTOR agrees that the amount of increase or decrease in the contract sum specified in this change order shall constitute full compensation for the work required by this change order, including but not limited to all compensation for the additional and/or revised work specified herein, 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 work, including any changes, disruptions or delays in work schedules or in the performance of other work by CONTRACTOR. The time for performance of the Contract will be increased zero (0) Calendar days by reason of the performance of the work required by this Change Order. Except as herein above expressly provided, CONTRACTOR further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the Contract between CITY and CONTRACTOR for the project.

Approval Recommended By:  

4/21/2020  
Project Manager

Approved as to Form by:  

Gerald Hicks, Senior Deputy City Attorney  
4/21/2020

Approved By:  

Wendy Cohen  
Contractor – Kitchell CEM, Inc.  
4/21/2020

Mindy Cuppy, City Clerk  
4/21/2020

Hector Barron, Assistant City Manager  
Approved By:
1) **COR 019 GMP TO PERMIT DRAWING**
This item compensates the contractor for additional material and labor to resolve a conflict with telecom routing in which electrical conduits not shown on the record drawings were discovered buried in the routing path when SMUD was preparing to install the 21 KV switch gear box. DLR provided direction to cap and reroute the conduits in revised drawings in response to Kitchell RFI 248.

The cost is a lump sum amount, including the Contractor’s markup, from the owner’s contingency, for a total value of $1,312,881.65. The Amount of $285,201.35 was applied to the contractor contingency or deleted from the subcontractors change order requests.

Additional time is not added to the project schedule for this change.

(Database Code: Changed/Unforeseen Conditions)  
**Total for This Item: $1,312,881.65**

2) **CONTRACT ALLOWANCE ITEMS**
This item compensates the contractor for the allowance items 1 to 4 listed below. The allowance items listed below shall be performed on a time and material basis. The contractor shall present for the City’s approval a project cost projection (ROM) before starting any part of the work. Time and material tickets shall be signed daily and presented weekly to the City’s representative for countersignature. No work shall proceed with the next week work until the city has signed the previous weeks’ time and material tickets.

   a. **Additional Fireproofing Removal Allowance**
This item is additional fire proofing removal discovered during the demolition of soffits, walls and ceilings required by the duct work removal. The work is part of the fire proofing hazard materials removal

   **Total for This Item: $3,500,000**
b. **Allowance for Reconstruction Caused by the Fire Proofing Removal**
   Below are allowance items for the reconstruction of drywall, ceilings and walls, new fire proofing, ductwork seismic upgrades, new insulation, and seismic upgrades to the changes in fire sprinklers at locations modified by the reinstallation of the ductwork.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fireproofing (more in Sector D and promenades) ROM-in grand tier</td>
<td>$400,000.00</td>
</tr>
<tr>
<td>$215,450, (safe number is $400k for all)</td>
<td></td>
</tr>
<tr>
<td>Insulation (attic, basement, back of house, back of bathrooms) only</td>
<td>$367,000.00</td>
</tr>
<tr>
<td>insulation in attic sector C, sector D, sector C, sector A basement,</td>
<td></td>
</tr>
<tr>
<td>sector A backwall at bathrooms. The cost is a Not to Exceed (NTE)</td>
<td></td>
</tr>
<tr>
<td>allowance based on Rough Order of Magnitude Cost (ROM)</td>
<td></td>
</tr>
<tr>
<td>Fire sprinkler system modifications related to the duct work</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>reinstallation. The cost is a Not to Exceed (NTE) allowance based</td>
<td></td>
</tr>
<tr>
<td>on Rough Order of Magnitude Cost (ROM)</td>
<td></td>
</tr>
<tr>
<td>Wall and ceiling reconstruction demolished as part of the fire</td>
<td>$600,000.00</td>
</tr>
<tr>
<td>proofing removal. The cost is a Not to Exceed (NTE) allowance based</td>
<td></td>
</tr>
<tr>
<td>on Rough Order of Magnitude Cost (ROM)</td>
<td></td>
</tr>
<tr>
<td>Additional scaffolding based on T&amp;M. The cost is a Not to Exceed</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>(NTE) allowance based on Rough Order of Magnitude Cost (ROM)</td>
<td></td>
</tr>
<tr>
<td>Seismic upgrades to the new ductwork installed as part of the</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>ductwork replacement. The cost is a Not to Exceed (NTE) allowance</td>
<td></td>
</tr>
<tr>
<td>based on Rough Order of Magnitude Cost (ROM)</td>
<td></td>
</tr>
<tr>
<td>Ballpark estimated total</td>
<td>$1,637,000.00</td>
</tr>
<tr>
<td>Owners' reconstruction contingency</td>
<td>$200,118.35</td>
</tr>
<tr>
<td><strong>Total for This Item:</strong></td>
<td><strong>$1,837,118.35</strong></td>
</tr>
</tbody>
</table>

(Database Code: Changed/Unforeseen Conditions)

**Total Change of Contract #10:** $6,650,000.00
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): 2017-0218
Supplement/Addendum #: 4
Assessor’s Parcel Number(s): 
Contract Effective Date: 
Contract Expiration Date (if applicable): 
$ Amount (Not to Exceed): $9,378,023.00
Adjusted $ Amount (+/-): $381,670.00
Other Party: DLR Group Inc.
Project Title: Community Center Theater Renovation Project
Project #: M17100102
Bid/RFQ/RFP #: 
City Council Approval: YES if YES, Council File ID#: 2020-00480

Contract Processing Contacts
Department: City Manager
Project Manager: Ofelia Avalos
Contract Coordinator: 
Email: oavalos@cityofsacramento.org

Department Review and Routing
Contracts:

(Signature) (Date) 04/08/2020
Project Manager: Ofelia Avalos

(Signature) (Date)
Supervisor:

(Signature) (Date)
Division Manager:

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☐ Construction Related ☐ Other Party Signature Required

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

Project Title and Job Number: Community Center Theater Renovation
Purchase Order #:  
Supplemental Contract No.: 4
Date: 3/18/20

The City of Sacramento ("City") and DLR Group, Inc., a California Corporation, dba Westlake Reed Leskosky ("Contractor"), as parties to that certain Professional Services Agreement designated as Contract Number 2017-0218, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract 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 Contract for payment of Contractor's fees and expenses, is increased by $381,670, and the Contract's maximum not-to-exceed amount is amended as follows:

   Agreement's original not-to-exceed amount: $1,337,528
   Net change by previous supplemental contracts: $1,858,825
   Not-to-exceed amount prior to this supplemental contract: $8,996,353
   **Increase** by this supplemental contract: $381,670
   New not-to-exceed amount including all supplemental contracts: $9,378,023

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 schedules or in the delivery of other services by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]
SUPPLEMENTAL CONTRACT

Approval Recommended By:

[Signature]

Project Manager

Approved By:

[Signature]

Contractor

Approved By:

Hector Barron, Assistant City Manager
City of Sacramento

Approved As To Form By:

City Attorney

Attested By:

City Clerk
Construction Phase Design Support Contract Modification

1.0 Scope of Services

1.1 Provide additional Construction Phase services to the scope outlined in supplement #3 with the following scopes of work:

1.1.1 Design Services

1. Integration of art lighting with selected Art in Public Places.
2. Integration of the Gala Orchestra Pit Lift into the project.
   a. Demo, design and submittal
3. Provide backstage and performance tower drinking fountains.
   a. Two water bottle drinking fountains. One in the performance tower and one on the backstage.
4. Coordinate with naming rights sponsor for signage and minor design changes. Scope includes:
   a. Online presentations to SAFE Credit Union
   b. Updates to renderings
   c. Changes to electrical design
   d. Identity logo concepts
   e. Submittal review
5. Provide design services to provide additional power in the lobby.
6. Provide additional documentation and design to account for the disruption of existing field conditions during the abatement effort.

1.1.2 Construction Observation Services:

1. Increase the site visits for architectural and structural staff.
   a. Provide three (3) additional structural engineer on-site visits.
   b. Provide eight (8) additional architectural on-site visits.
      i. Intended to occur at mid-month to provide on-site presence semi-weekly.
2. Extend Construction Observation services defined in Contract Mod #3 to reflect modifications to construction schedule reflecting an anticipated substantial completion date of December 18, 2020.

2.0 Schedule

2.1 Fees enclosed are based on adherence to the construction schedule provided by Kitchell CEM dated Feb 1, 2020.
   • Substantial Completion: December 18, 2020.
   • Completion of Record Documents: April 22, 2021.
SAFE Credit Union Performing Arts Center  
March 6, 2020  
Page 2

NOTE: Scope related to the above remains consistent with the prime agreement other than the items noted in Section 1.

3.0 Fee Arrangement

3.1 DLR Group shall provide the above scope of services for the following fixed fees.
   3.1.1 Total Additional Services..............................$381,670
   3.1.2 Work outside the scope of services defined above will be charged as additional services based on the most current DLR Group Hourly Rates.

3.2 Per Request, the following are the individual scope costs aggregated in the above fee:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integration of art lighting with selected Art in Public Places.</td>
<td>$43,400</td>
</tr>
<tr>
<td>Integration of the Gala Orchestra Pit Lift into the project.</td>
<td>$18,712</td>
</tr>
<tr>
<td>Coordinate with naming rights sponsor for signage and minor design changes.</td>
<td>$22,750</td>
</tr>
<tr>
<td>Provide additional documentation and design to account for the disruption of existing field conditions during the abatement effort.</td>
<td>$53,246</td>
</tr>
<tr>
<td>Increase the site visits for architectural and structural staff.</td>
<td>$44,800</td>
</tr>
<tr>
<td>Extend Construction Observation services defined in Contract Mod #3 to reflect modifications to construction schedule reflecting a turnover date of December 18, 2020.</td>
<td>$198,762</td>
</tr>
</tbody>
</table>

4.0 Reimbursable Expenses

4.1 Reimbursable expenses are expenses incurred by the Design Professional directly related to the Project, including but not limited to: regulatory fees; authorized out-of-town travel, lodging, and subsistence; all mileage, parking and tolls related to the Project regardless of proximity to the Design Professional’s place of business; long distance communications; internet/web based meetings; printing, freight; professional photography; and other similar Project-related expenditures. Reimbursable travel expenses, including lodging, meals and incidentals, shall comply with the per diem rates set forth by the U.S. General Services Administration (GSA) for Sacramento unless approved in writing in advance by city.

Sincerely,

[Signature]

Michael Rudolph, AIA  
Principal
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): 2019-0130
Supplement/Addendum #: 2
Assessor’s Parcel Number(s): ____________
Contract Effective Date: ____________
Contract Expiration Date (if applicable): ____________
$ Amount (Not to Exceed): $217,015.00
Adjusted $ Amount (+/-): $60,000.00
Other Party: Geocon Consultants Inc.
Project Title: Sacramento Convention Center Expansion and Renovation Project
Project #: M17100101
Bid/RFQ/RFP #: ____________
City Council Approval: YES
if YES, Council File ID#: 2020-00480

Contract Processing Contacts
Department: City Manager
Contract Coordinator: ________________
Project Manager: Ofelia Avalos
Email: aavalos@cityofsacramento.org

Department Review and Routing
Contracts:

(Signature) ___________________ (Signature) ___________________ (Signature) ___________________
Project Manager: ___________________ Project Manager: ___________________ Project Manager: ___________________
(Date) 04/06/2020 (Date) ___________________ (Date) ___________________
Supervisor: ___________________ Supervisor: ___________________ Supervisor: ___________________
(Date) ___________________ (Date) ___________________ (Date) ___________________
Division Manager: ___________________ Division Manager: ___________________ Division Manager: ___________________
(Date) ___________________ (Date) ___________________ (Date) ___________________

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
☐ Construction Related ☐ Other Party Signature Required

Council Date is May 5, 2020

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

The City of Sacramento ("City") and ___________________________ Geocon Consultants Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number __________, including any and all prior suplemental agreements modifying the agreement (the agreement and suplemental 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 __60,000___, 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: ____________________________ 65,000
   Not-to-exceed amount prior to this supplemental agreement: ____________________________ 157,015
   Increase by this supplemental agreement: ____________________________ 60,000
   New not-to-exceed amount including all supplemental agreements: ____________________________ 217,015

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

City Attorney

Approved By: ____________________________

Attested To By: ____________________________

Contractor

City Clerk

(Rev. 9-17-12)
Project No. S1331-05-08
February 14, 2020

VIA ELECTRONIC MAIL

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

Subject: CONTRACT SUPPLEMENT REQUEST NO. 2
QUALITY ASSURANCE GEOТЕХNICAL 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 on a time-
and-materials basis 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:

We have exceeded our currently authorized budget of $157,015. Now that our services are nearly
complete, we have prepared this Contract Supplement Request for the purpose of increasing the
approved budget for our services.

The approximate increased amounts associated with various tasks are summarized below and on the
attached revised 10-H form:

- Air Monitoring Services – $15,700
- Earthwork Testing and Observation – $12,900
- Production Piles Testing and Observation – $25,700
- Laboratory Testing and ODCs – $2,700
- Total – $60,000

Based on the above, we request a contract supplement in the amount $60,000.

Please review the contents of this request and, if acceptable, issue a supplement 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

Attachment: 10-H Form (02/14/2020)
<table>
<thead>
<tr>
<th>Key Staff</th>
<th>Prevailing Wage</th>
<th>Classification</th>
<th>Name</th>
<th>Actual Base Hourly Rate Paid to Employee (Does not include any Fringe or OH)</th>
<th>Actual Fully Loaded Hourly Rate (Includes Fringe, OH &amp; Profit)</th>
<th>Approved Flat Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Principal Engineer</td>
<td>Zone, Rodacker, Brake</td>
<td>$60.00</td>
<td>$182.34</td>
<td>$182.34</td>
<td></td>
</tr>
<tr>
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<td>Senior Engineer/Geologist</td>
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1. 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 included with every invoice where an inflated staff billed 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 comparable 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.

2. 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.)

3. 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 by 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.

4. 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.

5. 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.

6. 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.

7. Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.

8. 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.

9. 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. Zorna, PE, GE
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<th>Description</th>
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