



## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

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**File ID:** 2018-00446

March 27, 2018

**Consent Item 02**

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**Title: Supplemental Agreement for Additional Services from Rider Levett Bucknall, Ltd for Memorial Auditorium Improvement Project**

**Location:** 1515 J Street, District 4

**Recommendation:** Pass a Motion authorizing the City Manager or City Manager's designee to execute a supplemental agreement with Rider Levett Bucknall, Ltd. for a two-month continuation of services through April 30, 2018 for \$24,666, bringing the total not-to-exceed amount of the agreement to \$226,666.

**Contact:** Desmond Parrington, Project Manager, (916) 808-5044; Fran Halbakken, Assistant City Manager/Project Executive, (916) 808-7194; Office of the City Manager

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Supplemental Agreement

## Description/Analysis

**Issue Detail:** On January 24, 2017, City Council approved an agreement with Rider Levett Bucknall, Ltd (“RLB”) to provide owner’s representative services for the Memorial Auditorium upgrades project. At that meeting and again on May 30, 2017, City Council directed staff to work with the building trades to develop a local hiring and apprenticeship program as part of the project. As a result of this new program, additional time was added to the project schedule because of the more extensive construction bidding process. Staff is recommending an increase in RLB’s contract by \$24,666 for an extension of services through April 30, 2018, which will make the total not-to-exceed of the agreement \$226,666. Per its original agreement, RLB’s compensation was based on a 13-month services schedule through February 2018, but due to the extended project schedule, City now requires RLB’s services through April 2018. Although there has been a change to the schedule, the project completion date continues to be June 2019.

**Policy Considerations:** The improvements to the Auditorium will not only improve the facility itself and allow for a greater range of events, but it will also enable it to host shows from the Community Center Theater (CCT) when that renovation project begins. The requested actions support the following goals and policies of the City’s General Plan:

- ERC 4.1.3 The City shall enhance the quality of existing City-owned arts and cultural resources and facilities through reinvestment, communications and marketing.
- HCR 2.1.9 City-Owned Resources. The City shall maintain all City-owned historic and cultural resources in a manner that is consistent with the U.S. Secretary of the Interior’s Standards for the Treatment of Historic Properties. (SO)

**Economic Impacts:** Not applicable.

**Environmental Considerations:** The RLB contract supplement is an administrative action that will not have an effect on the environment and is exempt under California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3). The Memorial Auditorium improvement project itself is exempt from CEQA under the following CEQA Guidelines sections: Section 15301 which exempts projects involving the repair, maintenance, and minor alteration of an existing facility, and involves negligible or no expansion of use; and Section 15302 which exempts projects involving reconstruction of existing structures and facilities, where the reconstruction will be located on the same site as the existing structure and will have substantially the same purpose and capacity.

**Sustainability:** Not applicable

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

**Rationale for Recommendation:** The design of the improvements to the Memorial Auditorium are needed not only to enhance the venue, but to allow for improvements at the CCT.

**Financial Considerations:** The original amount of the agreement was \$187,000, with a supplemental amount of \$15,000, bringing the total amount to \$202,000. The second supplemental agreement will increase the total agreement amount by \$24,666, bringing the total not-to-exceed amount to \$226,666. There is sufficient funding the Convention Center Complex Renovation Program (M17100100) to fund the additional \$24,666.

**Local Business Enterprise (LBE):** Not applicable.

**SUPPLEMENTAL AGREEMENT**

**Project Title and Job Number:** Memorial Auditorium Upgrade  
**Purchase Order #:** 37535

**Date:** 10/22/17  
**Supplemental Agreement No.:** 2

The City of Sacramento ("City") and Robert LeVell Mackinnon, LLC ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2017-0109, 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:

The term of the Services shall be extended two (2) months until April 30, 2018. This fee shall be \$12,000 per month for services and \$333 per month for reimbursable expenses for a total of \$24,666 for the two months. 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. Per diem rates can be found at: [http://www.gsa.gov/travel/plan\\_book/per\\_diem\\_rates](http://www.gsa.gov/travel/plan_book/per_diem_rates).

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 \$24,666, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$187,000
Net change by previous supplemental agreements:	\$15,000
Not-to-exceed amount prior to this supplemental agreement:	\$202,000
Increase by this supplemental agreement:	\$24,666
New not-to-exceed amount including all supplemental agreements:	\$226,666

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.

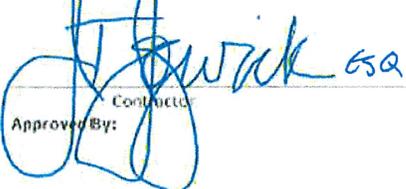
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

  
 Project Manager

  
 Maire Hansen  
 City Attorney

Approved By:  
  
 Contractor

Attested To By:

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 City of Sacramento

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