

## City Council Report

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

Sacramento, CA 95814

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**File ID:** 2018-00579

May 22, 2018

**Consent Item 01**

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**Title: Supplemental Agreement for a Guaranteed Maximum Price for the Memorial Auditorium Improvement Project (Published for 10-Day Review 05/10/2018)**

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

**Recommendation:** Pass a Resolution: 1) authorizing the City Manager or his designee to execute Supplemental Agreement No. 2 to City Agreement No. 2017-0677 with Kitchell CEM, Inc., in the amount of \$10,739,169 for the construction of improvements to Memorial Auditorium (M17100100), for a new not-to-exceed total contract amount of \$10,966,543; 2) authorizing an interfund loan between the Water Fund (Fund 6005) and the Community Center Fund (Fund 6010) based on the terms outlined in Exhibit B; 3) authorizing the transfer of \$11,075,170 from Fund 6005 to Fund 6010; and 4) increasing the expenditure budget in M17100100 by \$11,075,170 with a transfer from available fund balance in Fund 6010.

**Contact:** Sabrina Tefft, Junior Development Project Manager, (916) 808-3789, Economic Development Department; 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-Background

3-Supplemental Agreement No. 2 to Agreement No. 2017-0677

4-Attachment 1 – Amended Scope

5-Attachment 2 – GMP

6-Attachment 3 – Plans and Specifications (On File with the Clerk's Office)

7-Memorial Auditorium Project Interfund Loan Agreement (Fund 6005)

8-Resolution

**Description/Analysis:**

**Issue Detail:** Staff recommends authorizing the City Manager to execute Supplemental Agreement No. 2 with Kitchell CEM, Inc. ("Kitchell") for a Guaranteed Maximum Price (GMP) of \$10,739,169 for construction of the Memorial Auditorium improvements. The Project will be completed in two phases. During the first phase, both permanent and temporary improvements will be made to the Memorial Auditorium. Temporary improvements will include a covered loading dock, an enclosed crossover for the stage and temporary toilet facilities, all of which will accommodate events relocated from the Sacramento Community Center Theater, while renovations are underway at that venue. The permanent improvements will provide much needed upgrades to enhance acoustics, lighting, seating and theatrical rigging.

On October 18, 2016, City Council directed staff to select a consultant to perform pre-construction services for the Memorial Auditorium improvement project (Project), and to bring a proposed contract to City Council for consideration. On January 24, 2017, City Council suspended competitive bidding (Resolution No. 2017-0035) in the best interests of the City and authorized use of the design-assist project delivery method. Kitchell was selected for the design-assist phase of work and has completed the pre-construction work.

The project is to begin after the high school graduation season in June 2018. The first phase will be completed in May 2019. The facility will reopen for events and serve as a temporary venue for Broadway on Tour, Sacramento Ballet, the Speaker Series and the Sacramento Philharmonic and Opera. During the second phase of the project, to begin in June 2020, all temporary improvements will be removed and the exterior areas of the facility restored to their original condition.

Staff is requesting an \$11,075,170 loan from Fund 6005 to cover the cost of the construction contract with Kitchell (\$10,739,169) as well as a supplemental agreement with Architectural Nexus, the project architect, for construction administration services (\$336,001). That supplemental agreement will be brought forward in a separate staff report, which will be presented to Council for consideration on May 22, 2018.

**Policy Considerations:** The improvements to the Memorial Auditorium 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.

- **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.

**Economic Impacts:** The agreements require local hiring and allow for employment opportunities for Sacramento residents. Kitchell will also be using local sub-contractors from within the Sacramento region.

In addition, it is anticipated that there will be an increase in the number of events, which will result in an increase in attendees and therefore generate a higher overall economic impact in the restaurants, hotels and businesses in the downtown area and the City.

**Environmental Considerations:** The Memorial Auditorium improvement project is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines: 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:** The improvements, to the extent feasible, will be designed to reduce the carbon footprint contribution, therefore helping meet the City of Sacramento's sustainability goal.

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

**Rationale for Recommendation:** Improvements to the Memorial Auditorium are needed to relocate events from the Community Center Theater while it is closed for renovation. Memorial Auditorium will undergo necessary improvements to allow the facility to host performances of Broadway on Tour by Broadway Sacramento, Sacramento Ballet, Sacramento Choral Society, the Sacramento Speaker Series and the Sacramento Philharmonic and Opera. These improvements will have long-term benefits that will increase the ability for the facility to attract and host more events, which will result in an overall economic impact for the City. Staff recommends an amendment to the agreement with Kitchell for a GMP of \$10,739,169 for construction services and approve the interfund loan from the Water Fund to the Convention Center Fund in the like amount as detailed in Exhibit B of this report.

**Financial Considerations:** The Supplemental Agreement No. 2 is for an amount not-to-exceed \$10,739,169, increasing the prior total not-to-exceed amount of \$227,374 to a new not-to-exceed amount of \$10,966,543. Funding for Supplemental Agreement No. 2 as well as

funding for the forthcoming contract for construction services with the project architect, Architectural Nexus, will be provided through a short-term interfund loan from the Water Fund (Fund 6005) available fund balance to the Community Center Fund (Fund 6010) in the amount of \$11,075,170, which will be repaid with interest (Pool A rate) upon issuance of revenue bonds in fall 2018. In the event, the City does not issue bonds staff will return to Council for authority to repay the loan with other eligible City funds.

Additional details on the funding for the Memorial Auditorium project is included in Attachment 2 (Background).

**Local Business Enterprise (LBE):** Kitchell is a local business enterprise.

## **Attachment 2 - Background**

### **Convention Center Complex Project Funding**

There are three separate City projects that will each be undergoing improvement, renovation and/or expansion. These three projects are all part of the Sacramento Convention Center Complex. They include: 1) the Memorial Auditorium Improvement Project; 2) Community Center Theater Renovation Project; and 3) Convention Center Renovation and Expansion Project.

All three projects are funded out of Convention Center Complex Renovation Project (M17100100) in the Community Center Fund (Fund 6010). Bonds backed by Transient Occupancy Tax (TOT) revenue will be issued in fall 2018 to fund the three projects. Those bond proceeds will be used not only to pay for construction, but also to reimburse the City for its design and other pre-development expenses. Council has taken the following actions to provide interim funding and enable the design and predevelopment work to proceed:

- On January 24, 2017, City Council approved Resolution No. 2017-0035 which authorized the release of \$5.5 million of the \$8.5 million commitment of fund balance for the Convention Center Complex projects in the General Fund (Fund 1001) to the Convention Center Complex Renovation Project (M17100100).
- On January 24, 2017, City Council also approved Resolution No. 2017-0036 which allows for bonds to be issued for the Community Center Theater, Memorial Auditorium and Convention Center projects to be used to cover design and other predevelopment costs associated with these projects.
- On February 14, 2017, City Council approved Resolution No. 2017-0057 which authorized a \$5 million loan from available fund balance in the Community Center Fund (Fund 6010). This will be repaid when bonds are issued.
- On May 30, 2017 the City Council in Resolution No. 2017-0216 authorized a \$3.8 million interfund loan from the General Fund (Fund 1001) to the Convention Center Complex Project (Project), a \$3.8 million interfund loan from the Innovation and Growth Fund (Fund 2031) to the Project, and a \$3.4 million internal loan from Fund 6010 to the Project. These loans will be repaid when bonds are issued.

The following table summarizes the Project budget and expenditures to date:

Funding Source (Fund #)	Budget	Encumbered/ Expended	Unobligated
Community Center Fund (Fund 6010)	25,202,331	24,556,051	646,280
General Fund (Fund 1001)	8,685,000	8,075,000	610,000
<b>Total</b>	<b>\$ 33,887,331</b>	<b>\$ 32,631,051</b>	<b>\$ 1,256,280</b>

The budget has been assigned to the following major components of the Project to assist in overall project management:

Funding Source (Fund #)	Budget	Encumbered/ Expended	Unobligated
<b>Convention Center Complex Renovation</b>			
Community Center Fund (Fund 6010)	4,758,506	4,309,055	449,451
General Fund (Fund 1001)	3,500,000	2,890,000	610,000
<b>Convention Center Expansion</b>			
Community Center Fund (Fund 6010)	12,212,000	12,150,923	61,077
General Fund (Fund 1001)	185,000	185,000	-
<b>Community Center Theater Renovation</b>			
Community Center Fund (Fund 6010)	6,082,825	5,734,141	348,684
General Fund (Fund 1001)	5,000,000	5,000,000	-
<b>Memorial Auditorium Upgrade</b>			
Community Center Fund (Fund 6010)	2,149,000	2,361,932	(212,932)
<b>Total Project</b>	<b>33,887,331</b>	<b>32,631,051</b>	<b>1,256,280</b>

**SUPPLEMENTAL AGREEMENT**

**Project Title and Job Number:** Memorial Auditorium Renovation  
**Purchase Order #:** 38357

**Date:** 5/04/2018

**Supplemental Agreement No.:** 2

The City of Sacramento ("City") and Kitchell CEM, Inc ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2017-0677, 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:  
**Refer to Attachment 1 for amended scope; Attachment 2 for Guaranteed Maximum Price including Assumptions, Exclusions, and Clarifications, Staff Labor Rates, and Construction Trade Contractor Summary; and Attachment 3 for plans and specifications.**
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 \$10,739,169, and the Agreement's maximum not-to-exceed amount is amended as follows:  

Agreement's original not-to-exceed amount:	<u>\$177,804</u>
Net change by previous supplemental agreements:	<u>\$49,570</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$227,374</u>
Increase by this supplemental agreement:	<u>\$10,739,169</u>
New not-to exceed amount including all supplemental agreements:	<u>\$10,966,543</u>
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  
**Approved By:**

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

  
\_\_\_\_\_  
Contractor  
**Approved By:**

**Attested To By:**

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

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

## Supplemental Agreement and Amendments

### Attachment 1

This supplement approves a Guaranteed Maximum Price (GMP) to Construction Phases 1 and 2 as provided for in the Section 3 of City Agreement 2017-677. The GMP is included as Attachments 2 and 3. All identified Assumptions, Exclusions, and Clarifications as well as plans and specifications are accepted and incorporated into the contract documents. The original agreement governs over any contractual conflicts that may exist in Attachments 2 and 3.

The following Sections of City Agreement 2017-0677 are amended as follows:

1. Section 3(D)(4) (“Construction Phase 2”) is revised to delete the requirement for a change order to proceed with Construction Phase 2. Section 3(D)(4) shall now read: “Contractor shall commence the Work for Construction Phase 2 as set forth in the GMP, but not later than 5 calendar days after the date of the written Notice to Proceed from City.”
2. Section 3(E) (“Facilities and Equipment”) is revised to read as follows: “City shall not furnish any facilities or equipment for Pre-Construction Phase activities of this Contract. City will furnish construction office space in the Memorial Auditorium during Construction Phases, as detailed in the GMP. Contractor shall, at its sole cost and expense, furnish all other equipment and facilities that may be required for furnishing services during the Construction Phases of this Contract. Contractor shall coordinate with City to establish mutually acceptable access to the Memorial Auditorium during the Construction Phases.”
3. Sections 4(A)(2)-(3) (“Completion Date”) are revised to read as follows:

“(2) Construction Phase 1 (including substantial completion as well as beneficial use and occupancy) and Phase 2 (including final completion) shall be brought to completion in the manner provided for in the GMP, unless extensions of time are granted in accordance with the Contract Documents. Unless otherwise provided in the GMP, the parties anticipate that commencement of Construction Phase 2 will occur approximately one (1) year after the completion of Construction Phase 1. Contractor shall minimize impacts to scheduled events during Construction Phase 2.

(3) [Intentionally blank.]”
4. Section 6(A)(1)(b) is revised to read as follows: “A complete Schedule of Values, and allowances for both Construction Phase 1 and Construction Phase 2 shall be submitted as soon as practicable after project award and prior to submittal of Contractor’s first pay request as detailed in the project specifications, and shall be incorporated herein by this reference upon approval of the parties.”
5. Section 6(A)(4) (“Rates and Fees”), subsection (a), is revised to read as follows: “Contractors Rates and Fees, and Total Compensation are as specified in the

GMP.” This fee shall compensate Contractor for overhead and profit. Contractors Staff, General Conditions and General Requirement fees are specified separately in the GMP.”

6. Section 6(C)(2) (“Excess Costs; Savings”) is revised to read as follows: “If the sum of the actual Cost of the Work is less than the approved GMP, as such GMP may have been adjusted over the course of the Project, the difference (“Savings”) including any remaining Construction Contingency, will be split equally between City and Contractor. Payment will be made when final retention is released.”
7. Section 22 (“Performance and Payment Bonds”), first sentence only, is revised to read as follows: “Prior to the CITY issuing a Notice to Proceed for Construction Phase 1, CONTRACTOR shall provide a Performance Bond and a Payment Bond to the CITY, each for a sum equal to one hundred percent (100%) of the GMP (refer to Exhibit K).”
8. Section 23 (“Insurance Requirements”), subsection A(5)(a), first sentence only, is revised to read as follows: “Prior to the CITY issuing a Notice to Proceed for Construction Phase 1, CONTRACTOR shall obtain Pollution Liability Insurance.”
9. Section 40 (“Priority Local Hire”) is amended to add the following language at the end of the section: “In the event that Contractor elects to negotiate in good faith and execute a Community Workforce and Training Agreement with mechanical, electrical, plumbing and sprinkler trades, should such unions be willing and able, Contractor shall not be required to demonstrate achievement of the 5% goal as set forth in this Section 40 above.”



## Attachment 2

May 04, 2018

Mr. Desmond Parrington  
Sr. Development Project Manager, Office of the City Manager  
City of Sacramento  
915 I Street  
Sacramento, CA 95814

Re: Project #: M17100103 Memorial Auditorium Renovation  
Subject: Supplemental Agreement Request #02 – Guaranteed Maximum Price (GMP) Proposal  
Preconstruction Services Agreement #2017-0677

Dear Desmond:

In accordance with Section 6 and 14.A of the Preconstruction Services Agreement #2017-0677, Kitchell requests additional compensation and GMP approval for the construction and renovation of the Memorial Auditorium in the amount of **\$10,739,169**.

Included in this proposal are the following supporting documents:

1. Project Overview and Scope
2. GMP and Trade Contractor Cost Summary Breakdown
3. Project Assumptions, Clarifications and Exclusions
4. Project Staffing Plan, Rates and General Conditions
5. Preliminary Construction Schedule

Furthermore, all subcontractor bids, bid analysis, and other supporting documentation are available for review and will be placed in the project bid file and submitted to the City.

Kitchell is excited for this opportunity and partnership with the City regarding this project. We look forward to the City's approval and Notice to Proceed.

Please feel free to contact me with any questions.

Sincerely,  
Kitchell CEM, Inc.

Matt Wade  
Project Director

**Project Owner/Tenant:** City of Sacramento

**Project Address:** 1515 J St.  
Sacramento, California 95814

### **I. Project Overview:**

The Memorial Auditorium Renovation project includes temporary and permanent improvements, focusing on improving the facility's functional and technical capacity to host performing arts events traditionally held at the Community Center Theater (CCT). While the renovations will enhance the patron experience during the season when events are relocated from the CCT, the improvements will also improve the Auditorium's capabilities in the long term.

#### **Phase I: (June 2018 - May 2019)**

##### Temporary Improvements

- Modular Restrooms to Supplement Orchestra Level Patron Amenities on 15th Street
- Protective Structure for Truck Load-In/Load-Out and Crossover on I Street

##### Permanent Improvements

- Acoustic Enhancements
- New Audience Seating at Orchestra Level
- Refurbished Audience Seating at Dress Circle and Balcony Levels
- Upgraded Audio-Video Equipment
- Refurbished Rigging System
- Upgraded Structural Capacity for Stage and Audience Chamber
- Improved Theatrical Lighting / Dimming / Road Show System
- Mechanical, Electrical, Arch Finishes and other Site Development Upgrades
- Dressing Room Upgrades

#### **Phase II: (June 2020 - August 2020)**

##### Restoration

- Removal of Loading Dock and Crossover Structures
- Restoration of Flatwork, Utilities and Landscaping
- Restoration of Trash Enclosure
- Restoration of Exterior Sound Doors
- Restoration of Seating



## II. GMP Summary & Breakdown



### City of Sacramento Memorial Auditorium Renovation

Bid Package	Description	Bid	Bond	Trade Subtotal	Trade Allowances	Total	Contractor
01	Site Work	\$ 586,700	\$ 8,426	\$ 595,126	\$ 14,000	\$ 609,126	Cook Engineering
01b	Chainlink Fencing	\$ 8,420	\$ -	\$ 8,420	\$ -	\$ 8,420	Arrow Fencing
02a	Temporary Restroom - Canopy	\$ 71,347	\$ 1,070	\$ 72,417	\$ -	\$ 72,417	Goodwin Cole
02b	Temporary Restroom - Ramps	\$ 26,185	\$ 393	\$ 26,578	\$ -	\$ 26,578	Pacific Mobile
02c	Temporary Restroom - Set Up	\$ 35,307	\$ -	\$ 35,307	\$ -	\$ 35,307	Pacific Mobile
02d	Scaffolding	\$ 123,766	\$ -	\$ 123,766	\$ -	\$ 123,766	Skyline Scaffolding
02e	Demolition	\$ 149,000	\$ 2,235	\$ 151,235	\$ 30,000	\$ 181,235	Two Rivers Demolition
02f	Concrete	\$ 149,697	\$ 2,245	\$ 151,942	\$ -	\$ 151,942	Concrete North
02g	Masonry	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 25,000	Brent Martin
02h	Rough Carpentry	\$ 206,858	\$ 4,137	\$ 210,995	\$ 35,000	\$ 245,995	PCI
02i	Finish Carpentry	\$ 94,030	\$ 1,547	\$ 95,577	\$ 9,100	\$ 104,677	River City Millwork
02j	Roofing/Sliding	\$ 74,600	\$ 1,119	\$ 75,719	\$ -	\$ 75,719	King's Roofing
02k	Doors/Frames/Hardware	\$ 72,500	\$ 1,450	\$ 73,950	\$ 1,000	\$ 74,950	Fryer Door Installation
02l	Painting	\$ 76,000	\$ 1,570	\$ 77,570	\$ 2,500	\$ 80,070	River City Painting
02m	Flooring	\$ 38,250	\$ 574	\$ 38,824	\$ -	\$ 38,824	Capitol Commercial Flooring
02n	Signage	\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500	Allowance/Kitchell
02o	Glass	\$ -	\$ -	\$ -	\$ 500	\$ 500	Allowance/Kitchell
02p	Replace seats/Mushrooms	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500	Allowance/Kitchell
03	Fire Protection	\$ 20,900	\$ 600	\$ 21,500	\$ 18,500	\$ 40,000	Du-Mor
04	Structural Steel	\$ 740,500	\$ 9,500	\$ 750,000	\$ -	\$ 750,000	NMII
05	Mechanical/Plumbing	\$ 695,232	\$ 14,188	\$ 709,420	\$ 5,000	\$ 714,420	Performance Air Service
06	Electrical	\$ 2,570,097	\$ 26,859	\$ 2,596,956	\$ -	\$ 2,596,956	Studebaker Brown
07	Theatrical	\$ 1,256,000	\$ 12,649	\$ 1,268,649	\$ -	\$ 1,268,649	L VH
08	Acoustical	\$ 681,319	\$ 6,981	\$ 688,300	\$ 6,000	\$ 694,200	PCI
09	Door Refurbishing	\$ 54,340	\$ 1,087	\$ 55,427	\$ 1,400	\$ 56,827	Wooden Window
10	Seat Refurbishing	\$ 280,218	\$ 2,743	\$ 282,961	\$ 5,000	\$ 287,961	Irwin
	<b>Trade Bid Packages Subtotal</b>	<b>\$ 8,036,266</b>	<b>\$ 99,274</b>	<b>\$ 8,135,539</b>	<b>\$ 134,000</b>	<b>\$ 8,269,539</b>	
	General Conditions	\$ 1,242,637					
	Trade Contractor Allowance	\$ 134,000					
	<b>Total Construction Cost</b>	<b>\$ 9,412,903</b>					
	Kitchell Fee (4%)	\$ 376,516					
	<b>Allowances</b>						
	General Requirement Allowance	\$ 187,000					
	<b>Bonds and Insurance</b>						
	Kitchell Bonds & Insurance	\$ 250,000					
	Trade Contractor Bonds	\$ 99,274					
	<b>Contingency</b>						
	Construction Contingency (5%)	\$ 413,477					
	<b>Total Project Cost</b>	<b>\$ 10,739,169</b>					

General Conditions	\$ 1,242,637
Trade Contractor Allowance	\$ 134,000
<b>Total Construction Cost</b>	<b>\$ 9,412,903</b>
Kitchell Fee (4%)	\$ 376,516
<b>Allowances</b>	
General Requirement Allowance	\$ 187,000
<b>Bonds and Insurance</b>	
Kitchell Bonds & Insurance	\$ 250,000
Trade Contractor Bonds	\$ 99,274
<b>Contingency</b>	
Construction Contingency (5%)	\$ 413,477
<b>Total Project Cost</b>	<b>\$ 10,739,169</b>

Allowances included in the GMP Trade Packages			Description
BP 01	Additional Street Sweeping and Clean Up	\$8,000.00	Potential clean up of streets as needed due to trade contractor track out.
	Chain Link at Rigging	\$1,000.00	Theatrical drawing call for chain link at the back of the T-bar, but no details were provided.
	Landscape Repair	\$5,000.00	As needed repairs of landscape due to temporary placement of structures or stored materials.
	Haz Mat	\$30,000.00	Potential lead based paint means and methods for trades that did not anticipate encountering hazardous materials.
	Rough	\$25,000.00	Low rough carpentry bid did not include the wood framing at the smoke vent, Kitchell received budgets for this work, but will need to identify actual scope with contractors in the field.
	Misc Blocking	\$5,000.00	Kitchell received bids that included an allowance for blocking, as none is currently shown as being required on the drawings. This could be required at areas like the dressing rooms for new illuminated mirrors.
	Patch Floor at Stage	\$5,000.00	There are several areas at the stage where fire has caused damage to the framing. Repairs will be required, but the extent of this will not be known until we open up the stage floor.
	Counter Support Ledger	\$3,600.00	The ledger is excluded from our low Finish Carpenter/Millwork proposal. We will need to buy this out with our low rough carpentry contractor. The dollar amount came from another millwork bidder that was not our low bidder.
	Install PVC pipe at Rosettes	\$2,500.00	There are 10 rosettes that have PVC sleeves being installed on the Theatrical drawings. The low millwork bidder did not include these. The dollar amount came from another millwork bidder that was not our low bidder.
	1x Filler Pieces at Acoustical Curtains	\$3,000.00	There is a piece of trim shown at the variable acoustic curtains, but our low millwork bidder did not include these. The dollar amount came from another millwork bidder that was not our low bidder.
	Doors	\$1,000.00	There are not any threshold called out at the new doors from existing building into new crossover. There will be a gap to cross over at this location due to expansion joint/separation from existing building.
	Painting	\$2,500.00	Kitchell will repaint the space that is being used as a construction office. This area is not shown on the drawings as work that is covered by the painting contractor.
	Kitchen	\$3,500.00	There is minimal signage shown on the plans, and Kitchell has anticipated some additional way finding code required, occupancy required, ADA required signage might be needed.
	Remove/Replace Glass	\$500.00	One pane of glass need to be removed and replaced for temp electrical power to be placed.
	Replace Mushrooms	\$2,500.00	This is the only mechanical scope of work in phase two, so Kitchell has accounted for labor, equipment and material to install the mushrooms as required during phase two.
BP 03	Modifications	\$15,000.00	We are dealing with a 1" flex factor, for potential additional coverage requirements. There is a chance that we will need to add additional heads at the basement ceilings.
	Lift at Basement	\$3,500.00	Low bidder qualified that they did not have any lifts included in their bid.
BP 05	Volume Dampers	\$5,000.00	Volume dampers were included as unit pricing, and direction for quantities was not provided.
BP 08	Add Furring Strips	\$6,000.00	There are areas of the existing ceilings where furring strips might be missing and will need to be installed due to variable acoustic curtains, new lighting and HVAC layouts.
BP 09	Paint Doors	\$1,400.00	The low bid for Historical Door refurbishment did not include final painting of the doors. The Painting trade contractor provided this as an add alternate.
BP 10	Missing & Detective Fasteners	\$5,000.00	There could be fasteners that are damaged currently, or that will be damaged during construction.
		<b>\$134,000.00</b>	
	<b>GC/GR Allowances:</b>		<b>Description</b>
GC/GR	Fall Protection and Safety System for Attic and Balcony Work	\$10,000.00	There are many areas at the rigging and attic that will require site specific safety precautions to be taken.
GC/GR	Jobsite Forklift, Fuel, Maintenance and Accessories	\$40,000.00	This allowance is for providing rental of a forklift as needed for the duration of the project.
GC/GR	Protection of Flooring and Existing Finishes	\$40,000.00	This allowance is for providing materials and labor to protect the flooring, walls, existing finishes as required.
GC/GR	Forklift Operator	\$40,000.00	This allowance is for providing an operator for the forklift as required for moving materials around the site.
GC/GR	BMP Maintenance	\$10,000.00	This allowance is for maintaining the BMP's that are installed at the beginning of the project and as required for the duration of Phase one and Phase two, but not during the operation of the building between the two phases.
GC/GR	Weather Protection at Roof/Smoke Vents and Crossover	\$4,000.00	This allowance is for material and labor that could be required to cover the roof due to weather during the construction at the smoke vent.
GC/GR	Traffic Control Maintenance/Adjustments	\$10,000.00	This allowance is for modification that might be required to the traffic control that is set up at the beginning of Phase one and Phase two.
GC/GR	Interior and Exterior Safety Barriers and Signage	\$10,000.00	This allowance is for potential barricades for public safety as well as worker safety as required for the duration of the project.
GC/GR	Scarfolding Adjustments or Modifications	\$20,000.00	This allowance is for potential scarfolding modifications that might be required due to site conditions, or work specific adjustments that need to be made.
GC/GR	Benchmark Surveying or Engineering Required for Coordination	\$3,000.00	This allowance is for setting bench marks and building layout as required to assure the Crossover and Loading Dock are installed within project requirements.
		<b>\$187,000.00</b>	
	<b>Add Alternates</b>		<b>Description</b>
	Additional pair of Historical Door Refurbishment	\$14,400.00	There is one additional pair of doors at the basement that is not currently shown to be refurbished.
	Historical Seal Servicing	\$30,000.00	The Historical Seats need to be serviced, but this item was removed from the GMP.
	<b>Value Engineering</b>		<b>Description</b>
	K-Duct to a more cost effective alternate	-\$12,000.00	Added Mechanical Scope: Double wall K-duct or contractor fabricated equal, compared to acoustic lined round ductwork.
	Alternate Rigging Package	-\$93,561.00	FOH Truss Hoist System to be reduced to only (1) New Truss #4 with OY, (3) New Chain Hoist, (2) new Power Cable Reels. Leave the (3) existing Truss System Components (truss, chain motors, cable reels - as-is). However, still add to the system, the new Data Cable Reels & Control System. Note: Cost of new Data Cable Reels & Control System are still included as part of the above Phase One.

**III. Project Assumptions, Clarifications, & Exclusions****General: Division 00 & 01**

1. Phase 1 construction start based on NTP issued by June 1, 2018 and mobilization with full access of the building by June 20, 2018 after the 2018 graduation events.
2. Phase 1 substantial completion based on May 09, 2019 with final completion by July 01, 2019. Liquidated Damages are based on final completion date.
3. Phase 2 construction restoration start based on NTP issued by June 16, 2020 and mobilization with full access of the building by June 24, 2020 after the 2020 graduation events.
4. Phase 2 substantial completion based on September 18, 2020 with final completion by November 20, 2020. Liquidated Damages are based on final completion date.
5. The GMP includes a Construction Contingency of **5%** of the Trade Bid Packages subtotal as shown in Section II – GMP & Trade Contractor Summary. Any Construction Contingency remaining after the final acceptance by City will be split 50/50 between Kitchell and the City. Kitchell may apply a 4% sub-contractor mark-up for work paid for from the Construction or Owner Contingency.
6. The GMP includes a **4%** fixed fee of the Total Construction Cost as shown in Section II – GMP & Trade Contractor Summary. Fee is lump sum and will not be reduced if the total construction cost is less than the Total Construction Cost as shown in Section II - GMP & Trade Contractor Summary.
7. The GMP includes a lump sum fee in the amount of **\$1,242,637** for supervision and general conditions costs. Project staffing costs will be paid monthly as a lump sum; except that any changes in staffing or staffing levels, may at the sole discretion of the City, result in a Credit to the City per the Project Staffing Plan and indicated rates.
8. The following General Requirement Allowances in the amount of **\$187,000** are to be included in the GMP to cover scope that is known, but not quantifiable. These allowances shall be paid at time and materials or as agreed upon lump sum based on the actual cost of the work unless otherwise agreed . Unused allowances are to be moved to the construction contingency and shared as indicated in Item 5 above. Kitchell may apply a 4% sub contractor mark-up for work paid for from the Construction Contingency. Bonds and Insurance are not considered allowances, are reimbursed Contractor costs, and are not marked up.
  - a) **\$10,000 allowance** is included in the GMP for engineered fall protection safety system and plan for work at the attic. Allowance includes labor, materials and equipment for installation of system required.

- b) **\$40,000 allowance** is included in the GMP for a joint use forklift, fuel, maintenance and accessories for all Trades.
  - c) **\$40,000 allowance** is included in the GMP for a fork lift operator.
  - d) **\$40,000 allowance** is included in the GMP for temporary protection of finishes.
  - e) **\$10,000 allowance** is included in the GMP for maintenance and BMP adjustments for sediment and erosion control.
  - f) **\$4,000 allowance** is included in the GMP for weather protection as necessary.
  - g) **\$10,000 allowance** is included in the GMP for additional traffic control and adjustments during construction as necessary.
  - h) **\$10,000 allowance** is included in the GMP for safety barricades, signage and other means inside the building.
  - i) **\$20,000 allowance** is included in the GMP for additions or reconfiguration of temporary stair towers, ladders and scaffolding during construction for the Trade Contractors use.
  - j) **\$3,000 allowance** is included in the GMP for surveying of benchmarks and any additional engineering / surveying necessary for coordination.
9. Miscellaneous allowances indicated in bid packages as shown in Section II – GMP & Trade Contractor Summary in the amount of \$134,000 are anticipated construction costs not yet determined. Unused allowances are to be moved to the construction contingency and shared as indicated in Item 5 above. The calculation of the Contractor's Fee is included in these allowances. No additional mark-up is allowed.
  10. Project cost reductions, including Value Engineering recommendations accepted by the City will be applied to the Construction Contingency and shared as indicated in Item 5 above.
  11. Any savings related to the Contractors' buy outs shall be placed in the construction contingency and shared as indicated in Item 5 above.
  12. Sales tax on materials is included at 8.25%. All material costs escalations are also included in the GMP.
  13. GMP excludes any costs for Art in Public Places.
  14. The cost of security personnel, equipment, or badging of any construction personnel is not included in the GMP.
  15. Any software or licensing costs associated with utilizing the certified payroll system, LCP tracker, or other systems are to be paid for by the City and not included in the GMP.

16. If Kitchell elects to enter into a Community Workforce and Training Agreement (CWTA) with any of the building trades, increased staff labor, subcontractor and consultant costs as well as schedule-related impacts due to disruption and resulting delays to the critical path schedule, caused by the execution of a CWTA are not included in the GMP. Kitchell may request additional compensation for such costs related to execution of the CWTA should Kitchell's labor costs exceed the Staffing Rate Sheet - Job Total due to efforts needed to conform to the CWTA. Any labor, consultant, and delay costs incurred by Kitchell and its associated subcontractors caused by the CWTA shall be paid for from the City's contingency and not from the Construction Contingency.
17. Smoke evacuation testing, if required, is by City and not included within the GMP. City is responsible for special inspections and any overtime associated with inspection of work performed during premium hours in accordance with the preliminary construction schedule.
18. GMP pricing includes Trade Contractors Performance and Payment bonds for 100% of the trade contract value. In lieu of requiring bonds, Kitchell may elect to enroll Trade Contractors in self-insured Subguard program.
19. All costs for development fees, building permits, plan check, street/property condemnations, street and sidewalk encroachment permits/fees, utility company fees, parking meter and or capacity fees are not included and shall be paid by City unless otherwise included in the GMP. Kitchell has included Trade Contractor deferred submittals as required per the contract documents.
20. GMP excludes the use of 3D BIM or any modeling.
21. The GMP is predicated on materials / equipment furnished and/or installed by the City or its contractors in a timely fashion to support the overall construction schedule.
22. Archaeological monitoring of earthwork and/or other activities and any delays attributable to such monitoring or discovery are not included.
23. Kitchell excludes repairs of any existing damages or deficiencies to the site and facility unless clearly identified in the Contract Drawings.
24. If City plans to use the facility for events during construction between June 20, 2018 and May 9, 2019; costs to clean, safe-off, secure, provide proper access/egress and prepare affected areas of facility for such event are excluded from the GMP. The building will be prepared for final cleaning by May 2, 2019 for graduations that will occur during the completion of the final punch list items.

**Specific Specification Clarifications/Exclusions**

25. Specification Section 00 72 10 – Supplemental Conditions
  - a) Kitchell staff to occupy Committee Rooms 140, 138, 137 for construction offices and conference/meetings between June 20, 2018 and May 9, 2019.
  - b) Temporary toilets and hand wash stations for construction employees are

included in the GMP. Kitchell staff shall use existing Memorial restrooms.

c) Kitchell is responsible for security measures in construction areas during construction hours only. Construction security cameras, guards, lighting and other means other than fencing beyond these limits are excluded from the GMP.

d) Main construction access will be limited to I street and the vestibule doors 141 and 107 from 15<sup>th</sup> and 16<sup>th</sup> street. Access may be required in other areas as needed.

26. Specification Section 01 20 00 & 01 29 73 – Related to Schedule of Values

The review and approval of the Schedule of Values used for progress payments shall be in accordance with Section 01 29 73; except that payments shall also be submitted to the City for concurrent review. The actual breakdown or form shall be as approved by the City.

27. Specification Section 01 32 00 – Schedules and Reports

a) Kitchell and Trade Contractors are to follow Specification Section 01 32 00 as agreed to on March 21, 2018. Section 01 32 00 dated October 20, 2017 does not apply.

28. Specification Section 01 40 00 – Quality Control

a) Contractor's quality control representative (CQC), who shall be physically on the project site from time to time is included in the GMP. Kitchell will provide quality control measures and responsibilities with the project staff as outlined in general conditions staffing plan.

b) Quality Control Plan requirements will be based on Kitchell's standard Quality Control Plan with the Trade Contractor. Quality Control Plan will be submitted once all Trade Contractors Quality Control Plans are submitted and approved prior to their work starting.

c) Quality Control daily reporting will be included in the Daily reports.

29. Specification Section 01 50 00 – Construction Facilities and Temporary Controls

a) City will provide Kitchell construction office space, utilities and consumption costs (electrical, water, sewer), and internet services for computers, phones and printers during the project in accordance with the Kitchell's logistic plan. Furniture, supplies and office equipment costs are included in the GMP.

b) Temporary and permanent utilities shall be available to Kitchell for construction. Consumption costs are excluded and paid by the City. Power generation for welding requirements are included in the GMP.

c) Kitchell anticipates using existing temperature control systems in building to maintain a controlled building environment. Additional heating and humidity control measures have been excluded to protect any existing and permanent work unless otherwise noted in the GMP.

d) GMP includes rough cleaning of construction areas, but excludes final

cleaning that will be done by the City prior to completion.

- e) GMP excludes cleaning or maintenance of temporary or permanent facilities that are used by non-construction activities or personnel.
  - f) Dumpsters for construction waste including dump fees have been included within the GMP.
  - g) GMP includes costs for Trade Contractor parking offsite. GMP excludes parking costs for Kitchell employees. City to provide six (6) parking spaces/passes for Kitchell staff near project site.
  - h) If required, fees for the Storm Water Pollution Prevention Plan (SWPPP) permit, annual renewals, and any costs for permit closure are not included within the GMP. Costs for Best Management Practices (BMPs) first time installation for both Phases 1 and 2 are included in the GMP.
30. Specification Section 01 70 00 – Contract Closeout
- a) Costs for AutoCad format as-builts and printed drawings are not included in the GMP. As-builts will be redlined, scanned and submitted in PDF format.
  - b) Rough cleaning of all construction areas are included in the GMP. Final cleaning costs are excluded. City to be responsible for final cleaning costs.
  - c) Punchlist reviews are to be done by area as identified in the construction schedule. Punchlist comments shall be in a consolidated log with all comments from the City, Architect and Consultants.
31. Specification Section 01 74 13 - Cleaning
- a) Final cleaning is excluded from the GMP.
32. Specification Section 01 78 23 – Operation and Maintenance Manuals
- a) Draft submittals of Operation and Maintenance Manuals shall be submitted in electronic PDF format. Only final submittal will be provided in both electronic and hard copy format.
33. Specification Section 01 80 00 – Owner Requirements
- a) Requirements of this section are not included in the Trade Contractors scope and pricing, unless scope is covered in other specifications.
34. Specification Section 01 86 19 – Testing, Adjusting, and Balancing
- a) Testing, Adjusting and Balancing for new systems are included in the GMP. Cost for testing and balancing other systems and areas not affected by new/modified work is not included in the GMP.
35. Specification Section 01 91 13 – General Commissioning Requirements
- a) Commissioning Agent, Authority (CxA) or licensed Commissioning Coordinator are excluded from the GMP.
  - b) CxA to develop commissioning plan with Trade Contractors and Kitchell's staff.
  - c) Costs for standard and simplified commissioning documentation, meetings and other work are included in the GMP. If enhanced commissioning, excessive and/or additional requirements result from final commissioning plans, checklists,

and/or other requirements by the CxA, Kitchell reserves all rights to additional compensation.

36. Specification Section 01 92 13 – Equipment Demonstration and Owner Personnel Instruction
- a) Qualified Training Facilitator or Firm is excluded from the GMP. Kitchell staff member will be the facilitator along with the technical instructor from the applicable Trade Contractor for all demonstrations and trainings.
  - b) Video of training will be submitted electronically
  - c) Duplication of training for new staff or other staff not in the initial training is excluded from the GMP.

### **Additional Bid Package Exclusions and Clarifications**

#### **Bid Package 01 – Site Work**

- 1. GMP excludes all costs associated with excavation, treatment, hauling & disposal of contaminated (hazardous) soil or non-hazardous soils that contain pesticides or metals that require disposal at a Class A or B landfill. The costs associated with importing and compacting soil to replace the contaminated or non-hazardous soils are also excluded from the GMP.
- 2. Storm water discharge fees are not included in the GMP.
- 3. Any City fees or loss of revenue fees associated with the removal, bagged or re-installation of parking meters are not included in the GMP. Cost shall be the responsibility of the City.
- 4. Full size tree installation per plan check comments are not included in the GMP.
- 5. Concrete patch backs at trenches or restored flatwork will match adjacent concrete as close as possible, understanding the color will not be immediately matching until cured for up to a year.
- 6. **\$8,000 allowance** is included in the GMP for additional sweeping and cleanup of streets, sidewalks and other exterior elements during construction.
- 7. **\$5,000 allowance** is included in the GMP for additional landscaping restoration due to potential damage incurred during construction.

#### **Bid Package 02 – General Trades**

- 1. DEMOLITION
  - A. **\$30,000 allowance** is included in the GMP (shown in the Trade Contractor Summary) for Hazmat / Abatement.
  - B. Any work associated with addressing termites and pest control measures are excluded from the GMP.
- 2. TEMPORARY STRUCTURES
  - A. Canopy at Temporary Restrooms are included in the GMP.
  - B. Ramps at Temporary Restrooms are included in the GMP.
  - C. Temporary Restroom initial set up cost is included in the GMP.
  - D. Temporary Restrooms rental, insurance, maintenance and move-out are excluded in the GMP.
  - E. Engineering for deferred submittals related to railings, ramps and

canopies are included in the GMP. Permit fees are excluded and by City.

3. CONCRETE

A. Concrete mockups of any kind are excluded from the GMP.

4. MASONRY

A. GMP includes brick veneer to match existing condition at cheek walls of trash enclosure. We will try to remove the precast caps for reuse, but have the cost of new caps included in our GMP.

5. ROUGH CARPENTRY

A. Engineering or design of Cat Walk in Attic are excluded in the GMP.

B. **\$5000 Allowance** is included in the GMP for backing and blocking for dressing rooms modifications.

C. **\$5000 Allowance** is included in the GMP for patching subfloor at stage where several areas have been damage.

6. FINISH CARPENTRY

A. The GMP includes cost for shelves, instead of cubbies, at the dressing rooms.

7. DOORS, FRAMES and HARDWARE

A. Sound seals at audience chamber doors are to be a peel and stick type of astragal gasket per door hardware specification. No perimeter door jamb seals are being provided.

B. Access panels that are required for mechanical, electrical or fire sprinkler access are included, any other access panels, which are not shown on the plans or required in the specifications, are not included in the GMP.

8. PAINTING

A. GMP excludes the cost for painting areas not included within the construction scope of work. Audience chamber, Corridors and Foyers are excluded from the GMP.

B. Painting of areas beyond the limits of work indicated on the bid documents is not included in the GMP.

9. Work/Repairs beyond the limits of work included in the bid documents is not included in the GMP.

10. HVAC restoration / modifications and removal of curtains and acoustical materials are excluded in the GMP.

**Bid Package 03 – Fire Protection**

1. This Trade is subject to the CWTA

2. **\$15,000 allowance** is included in the GMP for modification of heads in the basement to accommodate the added steel beam supports.

3. **\$3,500 allowance** is included in the GMP for lift or scaffolding at basement for access.

4. Engineering for deferred submittals related to fire protection are included in the GMP.

Permit fees are also included for this trade package.

#### **Bid Package 04 – Structural Steel**

1. Galvanized metal for structural system at Crossover and Loading Dock is not included in our GMP.
2. Engineering for deferred submittals related to temporary loading dock stairs are included in the GMP. Permit fees are excluded and by City.
3. Engineering and permit fees for deferred submittals related to handrails and glass handrails in the auditorium are excluded in the GMP. Contract Documents do not call out requirements.

#### **Bid Package 05 – Mechanical/Plumbing**

1. This Trade is subject to the CWTA
2. HVAC restoration / modifications and removal at the basement are excluded in the GMP.
3. Specification 230923 – Digital Control System for HVAC was provided as reference only and the scope has not been included in the GMP.
4. **\$5,000 Allowance** has been included for Volume Dampers. Per RFI response, a quantity was not provided, but unit pricing was requested.

Volume Damper - Unit Cost - 8" @ \$180/each

Volume Damper - Unit Cost - 10" @ \$200/each

Volume Damper - Unit Cost - 12" @ \$220/each

Volume Damper - Unit Cost - 16" @ \$260/each

Volume Damper - Unit Cost - 20" @ \$340/each

Volume Damper - Unit Cost - 24" @ \$440/each

#### **Bid Package 06 – Electrical**

1. This Trade is subject to the CWTA
2. HVAC restoration / modifications and removal at the basement are excluded in the GMP.
3. Engineering for deferred submittals related to fire alarm are included in the GMP. Permit fees are excluded and by City.

#### **Bid Package 07 – Theatrical Rigging**

1. We exclude any added requirements/motors hoist, etc. for the removal or lowering

of the curtain boxes.

**Bid Package 08 – Acoustical**

1. NA

**Bid Package 09 – Door Refurbishing**

1. Historical doors are to be stored in Memorial after they are restored. Storage costs are not included in the GMP.

**Bid Package 10 – Seat Refurbishing**

1. **\$5,000 allowance** for missing or defective fasteners has been included in the GMP.





**PROJECT: Memorial Auditorium Renovation**

**GENERAL CONDITIONS & REQUIREMENTS RECAP**

PROJECTS CONSTRUCTION DURATION: **15.0** MO Const Start: 3/2/2018 Total Days: 458  
 PROJECT GBA: **2,500** SF Const Finish: 6/3/2019 Total Months: 15.27  
 PROJECT VALUE: **\$10,739,000** NEW BUILDING Approx Startup: 0  
 DATE GCs POSTED TO ESTIMATE: **12/13/07** Closeout: 0  
 LAST RECALCULATION: **05/03/18**  
 GC COST AS A PERCENT OF CONSTRUCTION: **13.31%**

PREPARED BY J. GREY  
 REVIEWED BY M. WADE  
 CHECKED BY S. Range

ACCT.	DESCRIPTION	LABOR	MATL	EQUIP	SUB	TOTAL
	GENERAL CONDITIONS MANAGEMENT	990,438	146,449	0	0	1,136,887
	GENERAL CONDITIONS FIELD	0	105,750	0	0	105,750
	<b>SUB TOTAL</b>	<b>990,438</b>	<b>252,199</b>	<b>0</b>	<b>0</b>	<b>1,242,637</b>
		GENERAL REQUIREMENTS ALLOWANCES:				\$ 187,000
		<b>TOTAL</b>				<b>\$ 1,429,637</b>
		66,029	16,813	0	0	95,309
	COST PER MONTH BASED ON TOTAL COST ---->					

**KITCHELL CEM**

GENERAL CONDITIONS ( MANAGEMENT RELATED EXPENSES )

PROJECT: Memorial Auditorium Renovation

ACCT.	DESCRIPTION	JDE MHS	S	M	QUANT	UN	LA/UP	MA/UP	EQU/UP	SUB/UP	LABOR	MATL	EQUIP	SUB	TOTAL
00000100	PROJECT DIRECTOR	225	0	0	5,633	WK	3,860				21,745	0	0	0	21,745
00000100	Sr PROJ. MANAGER	563	0	0	14,083	WK	3,370				47,461	0	0	0	47,461
00000100	PROJ. MANAGER	2,470	0	0	61,750	WK	2,970				183,398	0	0	0	183,398
00000100	Sr SUPERINTENDENT	2,470	0	0	61,750	WK	3,370				208,098	0	0	0	208,098
00000100	Sr PROJ. ENGINEER	2,947	0	0	73,667	WK	1,680				123,760	0	0	0	123,760
00000100	FIELD OFFICE MANAGER	2,253	0	0	56,333	WK	1,180				66,473	0	0	0	66,473
01452700	SAFETY DIRECTOR	123	0	0	3,077	WK	1,960				6,030	0	0	0	6,030
01321300	PROJECT SCHEDULER	416	0	0	10	WK	2,160				22,464	0	0	0	22,464
01711400	SUBSISTENCE				0	WK					0	0	0	0	0
01711500	MOVING EXPENSE				0	EA					0	0	0	0	0
01711400	RECRUITING EXPENSE				0	LS					0	0	0	0	0
01611300	MIS (IT) COST				15.0	MO					0	0	0	0	0
01611400	TEXTURA JOB SET UP				1	EA					5,000	0	0	0	5,000
01611400	TEXTURA MONTHLY FEE				15.0	MO					145	0	0	0	2,175
01611300	ACCOUNTING COSTS				\$10,739,000	PCT					0.10%	0	0	0	10,739
01783600	WARRANTY EXPENSES				\$10,739,000	PCT					0.00%	0	0	0	10,739
01595500	MEAL/PARTNERING (SUPERVISION)				15	MO					250	0	0	0	3,750
00159300	JOB STAFF TRAVEL				15.0	MO					0	0	0	0	3,750
00159300	MAIN OFFICE STAFF PARKING				15.0	EA					0	0	0	0	11,205
01513300	COMMUNICATIONS				15.0	MO					747	0	0	0	28,005
01521800	OFFICE MACHINE RENTAL				15.0	MO					1,867	0	0	0	14,445
01521500	JOB OFFICE SUPPLIES				15.0	MO					963	0	0	0	5,625
01520100	SAFETY EQUIPMENT				15.0	MO					375	0	0	0	3,750
01520100	PROJECT SAFETY ENG PLANS				1	LS					0	0	0	0	3,000
01323300	PHOTOGRAPHS / VIDEO EXISTING CONDITIONS				1.0	LS					3,750	0	0	0	2,000
01332300	PLANS & SPECS REPRODUCTION				1	EA					3,000	0	0	0	26,385
01332600	AS-BUILTS, KFAT				1	LS					2,000	0	0	0	3,500
01540800	INTERNAL EQUIPMENT RENTAL (SUPERVISION)				15.0	MO					1,759	0	0	0	3,500
00410000	DOCUMENT MANAGEMENT & BID EXPENSE				1	LS					0	0	0	0	116
01521700	FIRST AID TREATMENT				1	LS					3,500	0	0	0	7,800
01452700	SAFETY INSPECTIONS				15.0	MO					58	0	0	0	2,700
01452700	DRUG TESTING/HEALTH AND SAFETY REGS				2	EA					0	0	0	0	1,625
01562600	TEMPORARY FENCE (KCI YARD)				0	LF					5.50	0	0	0	3,657
01521300	TEMPORARY OFFICE TRANSPORT				0	LS					2,700	0	0	0	7,800
01521300	OFFICE SET UP/REMOVAL & PERMIT				1	LS					520	0	0	0	10,972
01521900	TEMP OFFICE SPACE CLEANING				15	MO					0	0	0	0	3,657
01511300	TEMP POWER (OFFICE PNL)				1	EA					75	0	0	0	1,625
01511300	TEMP POWER OFFICE CONSUMPTION)				15	MO					0	0	0	0	146,449
01520400	VEHICLE GAS & OIL - SUPERVISION				146,2933	WK					25	0	0	0	3,657
01520500	VEHICLE MINOR MAINTENANCE - SUPERVISION				146,2933	WK					25	0	0	0	1,625
01521400	OFFICE DRINKING WATER				65	WK					25	0	0	0	825,878
00000100	SUBTOTAL				45.775%		679,429				679,429	146,449	0	0	311,009
	P/R TAX & INS.										311,009		0	0	311,009
	TOTAL GENERAL CONDITIONS										990,438	146,449	0	0	1,136,887

**KITCHELL CONTRACTORS INC.**

GENERAL CONDITIONS ( FIELD RELATED EXPENSES ) - VERIFY IF THESE ITEMS ARE CARRIED IN THE COST OF WORK OR REQUIRED IN THE PROJECT  
 PROJECT: Memorial Auditorium Renovation

ACCT.	DESCRIPTION	QUANT	UN	LA/UP	MA/UP	EQ/UP	SUB/UP	LABOR	MATL	EQUIP	SUB	TOTAL
01741600	WATCHMAN AND/OR SITE CONTAINMENT	1	LS				By City Allowance	0	0	0	0	0
01540800	INTERNAL EQUIPMENT RENTAL (Forklift)	15.0	MO	0	0	0	Allowance	0	0	0	0	0
01741300	GENERAL CLEANUP	65	WK		100		COW/Allow	0	6,500	0	0	6,500
01741300	STREET SWEEPING	65	WK				COW/Allow	0	0	0	0	0
01742300	FINAL CLEANUP	40,000	SF				By City	0	0	0	0	0
00314700	DUMP PERMITS	1.0	LS		2,000		Allowance	0	2,000	0	0	2,000
00314800	HISTORICAL FINISH PROTECTION	1.0	LS				Allowance	0	0	0	0	0
00174000	DUMPS/TERECYCLING EXPENSES	15.0	MO		3,750		Allowance	0	56,250	0	0	56,250
01541600	HOISTING OPERATOR & RENTAL	1	LS				Allowance	0	0	0	0	0
01354300	SWPPP SET-UP	1	LS				COW	0	0	0	0	0
01571900	SWPPP MAINTENANCE	15.0	MO				Allowance	0	0	0	0	0
01760000	WEATHER PROTECTION	2,500	SF				Allowance	0	0	0	0	0
01553000	TRAFFIC CONTROL	1	LS				Allowance	0	0	0	0	0
01551900	OFFSITE/SHUTTLE PARKING EXPENSE	1	LS				COW/Allow	0	0	0	0	0
01562600	TEMPORARY FENCE (CONST. SITE)	1,400	LF		10		COW/City	0	14,000	0	0	14,000
01562300	MISC. SAFETY BARRICADES	1	LS				Allowance	0	0	0	0	0
01562300	SAFETY RAIL MAINTENANCE @ PERIM & OPENINGS	1	LS		4,000		Allowance	0	4,000	0	0	4,000
01542300	TEMPORARY STAIRS, LADDERS, SCAFFOLD	1	LS				Allowance	0	0	0	0	0
01741900	TRASH CHUTES	1	EA-FL				Allowance	0	0	0	0	0
01520000	TEMPORARY PEDESTRIAN TUNNELS	2	EA				Allowance	0	0	0	0	0
01581300	PROJECT SIGN & KCI SITE SIGNAGE	1	LS		5,000		COW	0	5,000	0	0	5,000
01520000	TEMP. STRUCTURES	1	LS				Allowance	0	0	0	0	0
01521900	TEMP. SANITATION	15.0	MO		750		COW	0	11,250	0	0	11,250
01512300	TEMP. HEAT AND COOLING	3.0	MO				Allowance	0	0	0	0	0
01513600	TEMP. WATER (PROVISIONS)	1	LS				COW	0	0	0	0	0
01513600	TEMP. WATER (CONSUMPTION)	15.0	MO				COW	0	0	0	0	0
01511300	TEMP. POWER (PROVISION)	1	LS				COW	0	0	0	0	0
01511300	TEMP. POWER (CONSUMPTION)	15.0	MO				City	0	0	0	0	0
01510000	UTILITIES FOR START-UP TESTG	3.0	MO				City	0	0	0	0	0
01540600	3RD PARTY EQUIPMENT RENTAL	15.0	MO		300		City	0	4,500	0	0	4,500
01540700	SMALL TOOLS	15.0	MO		150			0	2,250	0	0	2,250
01520400	GAS & OIL - SITE VEHICLES	0	WK		75			0	0	0	0	0
01520500	MINOR MAINTENANCE - SITE VEHICLES	0	WK		25			0	0	0	0	0
01521400	DRINKING WATER	65	WK					0	0	0	0	0
01595500	SUB APPRECIATION EVENTS	0	EA					0	0	0	0	0
01712300	PROFESSIONAL ENGINEERING	1	EA					0	0	0	0	0
17123500	KCI LAYOUT (2 MAN CREW)	1	LS				COW/Allow	0	0	0	0	0
00000100	SUBTOTAL							0	105,750	0	0	105,750
	P/R TAX & INS.							0	105,750	0	0	105,750
	GENERAL REQUIREMENTS							0	105,750	0	0	105,750

**Memorial Auditorium Renovation  
Staffing Rate Sheet**

Enter # in staff ↓	Weekly Staff costs/wk	Staff Positions	Names	Add'l weeks for bid & close out	Total Weeks INCL	Total Staffing Cost	Fringe Rate 45.775%	Total Fringes \$\$	Total Salary W/Fringe	Only the Salaries in this column are Posted to The GC worksheet	Hourly Rate With Fringes
0.10	\$3,860	PROJECT DIRECTOR	Matt Wade	0	5.633	\$21,745	45.775%	\$9,954	\$31,699	\$3,860	\$140.68
0.25	\$3,370	Sr PROJ. MANAGER	John Grey	0	14.083	\$47,461	45.775%	\$21,725	\$69,186	\$3,370	\$122.82
1.00	\$2,970	PROJ. MANAGER	Sara Range	0	61.750	\$183,398	45.775%	\$83,950	\$267,348	\$2,970	\$108.24
1.00	\$3,370	Sr SUPERINTENDENT	Jeffery Nall	0	61.750	\$208,098	45.775%	\$95,257	\$303,355	\$3,370	\$122.82
1.00	\$1,680	Sr PROJ. ENGINEER	Keith Perry	0	73.667	\$123,760	45.775%	\$56,651	\$180,411	\$1,680	\$61.23
1.00	\$1,180	FIELD OFFICE MANAGER	Jo Ward	0	56.333	\$66,473	45.775%	\$30,428	\$96,901	\$1,180	\$43.01
0.04	\$1,960	SAFETY DIRECTOR	Eric Vogt	0	3.077	\$6,030	45.775%	\$2,760	\$8,790	\$1,960	\$71.43
0.10	\$2,160	PROJECT SCHEDULER	Rick Stassi	0	10.400	\$22,464	45.775%	\$10,283	\$32,747	\$2,160	\$78.72
		<b>Job Total</b>		<b>0</b>	<b>286.693</b>	<b>679,429</b>	<b>45.770%</b>	<b>311,008</b>	<b>990,437</b>		

PROJECT: Memorial Auditorium Renovation

Date last updated: 5/1/2013

Line Items California

The fringes highlighted in green are required by law  
In Yellow, Required by Kitchell  
These fringes are negotiated out of cost for Memorial Project only

**State/Federal Payroll Taxes and Insurance**

Workers Compensation Rate	6.61%
FICA	7.65%
FUTA	0.10%
SUI (Varies by State)	0.76%
Uniservice(Unemp Claims Svc)	0.05%
Medical Insurance	18.20%
Life Insurance	0.54%
Long Term Disability	0.25%
Short Term Disability	0.22%
<b>Total Payroll Taxes &amp; Insurance</b>	<b>34.38%</b>
<b>Other Kitchell Required Fringes (Rates Standard in all States)</b>	
<b>Total Payroll Taxes &amp; Insurance (min. Rate)</b>	<b>11.40%</b>
<b>Total Minimum Rates by State and Kitchell to be used:</b>	<b>45.78%</b>
<b>Other Discretionary Fringes (Rates Standard in all States)</b>	
Retirement	7.00%
Bonus	2.65%
Other (Enter Factor used to match stipulated rate)	0.00%
<b>Total other fringes</b>	<b>9.65%</b>
<b>Total Fully Burdened Fringe Rates</b>	<b>55.43%</b>













# Attachment 3 – Plans and Specification

(On File with the Clerk's Office)

**Water Fund Loan to Project M17100100  
for the Memorial Auditorium Improvement Project**

**Purpose:**

The Memorial Auditorium Improvement Project (Project) is being phased to minimize impacts on performances and events that would typically be held at the Community Center Theater. There are inadequate resources available in the Project to allow for needed improvements to the City-owned Memorial Auditorium located at 1515 J Street to be completed in advance of issuing bonds for the Convention Center Complex Projects. As a result, the Auditorium would not be able to host the relocated performances and events from the Community Center Theater while that theater is being renovated. This would cause a significant delay to the Theater project, resulting in cost escalation of the construction work and disruption to the Community Center Theater renovation project for several years. This would also result in additional costs to the Theater project.

An interfund loan in the amount of \$11,075,170 from available fund balance in the Water Fund (Fund 6005) to the Community Center Fund (Fund 6010) will allow for the construction of needed improvements to the Memorial Auditorium in advance of issuing revenue bonds in fall 2018. It will also allow the City to enter into a supplemental agreement for construction administrative services with the project architect, Architectural Nexus.

**Funding Source:**

Available fund balance in the Water Fund (Fund 6005).

**Availability of Funds:**

The fund balance for the Water Fund has sufficient resources to provide funding for this time sensitive investment without affecting current program needs.

**Repayment of Interfund Loan:**

The City is anticipating issuing bonds for the Convention Center Complex Renovation project (M17100100). The proceeds from this borrowing will be used to repay the \$11,075,170 loan, with interest in accordance with Council's approval of the Declaration of Official Intent to Reimburse the City from Bond Proceeds for Certain Expenditures Related to the Community Center Theater Transformation Project, the Memorial Auditorium Renovation Project, and the Convention Center Expansion Project (Resolution No. 2017-0036).

In the event the City Council does not authorize the issuance of bonds for the renovation of the Community Center Theater project, staff will return to Council for authority to repay the loan with other eligible City funds.

## **RESOLUTION NO. 2018-**

Adopted by the Sacramento City Council

### **AUTHORIZING AGREEMENT AND FUNDING FOR UPGRADES TO MEMORIAL AUDITORIUM**

#### **BACKGROUND**

- A. On October 18, 2016, City Council directed staff to proceed with the design of the Memorial Auditorium upgrades.
- B. A design-assist method of delivery for the Memorial Auditorium improvements was recommended, because it allowed for the designer and contractor to work in a coordinated manner, increasing efficiency and allowing for the successful delivery of the project on schedule and within budget.
- C. The Memorial Auditorium upgrades are needed to house the shows from the Community Center Theater once that renovation project commences. The improvements will also increase the ability for the facility to attract and host more events.
- D. On January 24, 2017, City Council adopted Resolution No. 2017-0035 suspending competitive bidding in the best interest of the City to utilize the design-assist project delivery method for the Memorial Auditorium improvement project.
- E. On January 24, 2017, City Council also approved Resolution No. 2017-0036 which declared the City's official intent to reimburse itself for design and soft costs incurred for the Community Center Theater, Memorial Auditorium and Convention Center projects to be from the issuance of transient occupancy tax bonds.
- F. On June 6, 2017, City Council authorized the City Manager to execute a pre-construction services contract with Kitchell CEM, Inc. ("Kitchell") in the not-to-exceed amount of \$177,804.
- G. On May 30, 2017, City Council approved Resolution No. 2017-0216 authorizing \$7.6 million in interfund loans from the General Fund (\$3.8 million) and the Innovation and Growth Fund (\$3.8 million). These loans will be repaid with interest (Pool A rates) when the bonds for the Convention Center and Theater projects are issued.
- H. On March 20, 2018, City Council authorized the City Manager or the City Manager's designee to execute Supplemental Agreement No. 2 to Agreement No. 2017-0677 with Kitchell to increase the pre-construction service fees for

additional services related to local hiring by \$49,570 for a revised total contract amount not-to-exceed \$227,374.

- I. There is inadequate funding available in the project to proceed with the construction of improvements to the Memorial Auditorium.
- J. Funding for the construction of the Memorial Auditorium improvements as well as construction administration services from the project architect will be paid for through an interfund loan in the amount of \$11,075,170 from available fund balance in the Water Fund (Fund 6005). This loan will be repaid with interest (Pool A rates) when the bonds for the Convention Center and Theater projects are issued.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or his designee is authorized to execute a Supplemental Agreement No. 2 to Agreement No. 2017-0677 with Kitchell CEM, Inc. in the amount of \$10,739,169 for the construction of improvements to Memorial Auditorium for a new not-to-exceed total contract amount of \$10,966,543.
- Section 2. An interfund loan of \$11,075,170 is authorized from available fund balance in the Water Fund (Fund 6005) to the Community Center Fund (Fund 6010) based on the terms outlined in Exhibit B.
- Section 3. The City Manager or designee is authorized to transfer \$11,075,170 from Fund 6005 to Fund 6010.
- Section 4. The Convention Center Complex Renovation Project (M17100100) budget shall be increased by \$11,075,170 with a transfer from available fund balance in Fund 6010.