



City of Sacramento City Council

18

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 6/14/2011

Report Type: Consent

Title: Supplemental Agreements and Change Order: Sacramento Intermodal Facility, Track Relocation Project (T15029000)

Report ID: 2011-00497

Location: District 1

Recommendation: Adopt a Resolution: 1) authorizing the City Manager or his designee to execute a change order to the track relocation construction contract with Granite Construction Company (City Agreement No. 2011-0467) to include soil remediation and removal of buried objects and debris in an amount not to exceed \$2,050,000; 2) authorizing the City Manager or his designee to execute Supplemental Agreement No. 2 to City Agreement No. 2011-0468 with Vali Cooper & Associates, Inc. to include construction management of the track relocation remediation activities in an amount not to exceed \$494,950; and 3) authorizing the City Manager or his designee to execute Supplemental Agreement No. 1 to City Agreement No. 2011-0469 with TranSystems Corporation (for additional design services in an amount not to exceed \$60,000.

Contact: Hinda Chandler, Senior Architect, (916)808-8422; Fran Halbakken, Operations Manager (916)808-7194, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Planning & Policy

Dept ID: 15001041

Attachments:

- 01-Description/Analysis
- 02-Background
- 03-Agreement Exhibit Cover Sheet-Granite Construction
- 04-Agreement Exhibit Cover Sheet-Vali Cooper
- 05-Agreement Exhibit Cover Sheet-TranSystems
- 06-Resolution
- 07-Exhibit A - Change Order-Granite Construction
- 08-Exhibit B - Supplemental Agreement-Vali Cooper
- 09-Exhibit C - Supplemental Agreement-TranSystems
- 10-Exhibit D - Location Map

City Attorney Review

Approved as to Form
Michael T. Sparks
6/9/2011 9:30:15 AM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
6/2/2011 11:49:17 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 6/7/2011 3:34:17 PM

Assistant City Manager: John Dangberg - 6/8/2011 9:43:36 AM

Description/Analysis

Issue: Track Relocation, Phase 1 of the Sacramento Intermodal Transportation Facility (SITF), consists of realigning the mainline rail tracks and providing new passenger platforms, tunnels under the rail corridor and a 42-inch water transmission line. Early construction tasks include soil remediation of excavated soil that is determined to contain hazardous materials, removal of buried objects and debris disposal. The cost of this work is estimated and will be paid on a time and materials basis under agreements approved in this report.

Handling the soil remediation as provided for in this report with became the recommended alternative when the original plan for accomplishing the remediation became infeasible. Previously, under a Public Interest Finding approved by Caltrans, it was considered most cost effective to have the City negotiate an agreement with Thomas Enterprises to evaluate, handle and monitor the soil that required remediation due to their expertise with the site and remediation and ability to access the site. Since this is no longer workable for a variety of reasons (mainly involving Thomas), the soil remediation process has been revamped to have handling of the soil by Granite Construction (Granite) under a change order to City Agreement 2011-0467, and evaluation and monitoring of the soil performed by Vali Cooper with Thomas Enterprises (Thomas) as a subconsultant under City Agreement 2011-0478.

In 2010 when bids received were higher than available budget, it was necessary to defer or delete non-essential components of the project, although many items would have improved service or facilities. In 2011 the project has been awarded within budget and is proceeding into construction. At some point, contingency or new funding may become available to restore or upgrade items. To plan for this, the City and rail operators are jointly determining the highest priority upgrades to consider. Potential top-ranked items include additional LED lighting, wayside power cabinets, signage, CCTV and site enhancements. Technical assistance is needed from TranSystems Corporation, the firm that originally designed the project, to further evaluate and design the potential upgrades and is proposed to be done as supplemental work under City Agreement 2011-0469.

Policy Considerations: The action requested herein is consistent with the Sacramento City Code, Title 3 and with the City of Sacramento Strategic Plan goals of achieving sustainability and neighborhood livability.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA): The Track Relocation, Phase I of the SITF Project is subject to review under both CEQA and National Environmental Protection Act (NEPA). The City is the CEQA lead agency and the Federal Highway Administration (FHWA) is the NEPA lead agency. On June 2, 2009, the City Council approved a Mitigated Negative Declaration under CEQA, and a Notice of Determination was filed on June 8, 2009. On March 27, 2009, FHWA

released the Environmental Assessment and Section 4(f) Evaluation Report for public review. FHWA also consulted with the State Office of Historic Preservation (SHPO) in accordance with Section 106 and on August 28, 2009 entered into a Programmatic Agreement, including the City, Caltrans, the Federal Railroad Administration (FRA) and the Federal Transit Administration (FTA) as signatories. On August 31, 2009, FHWA issued a Finding of No Significant Impact (FONSI) and authorized the City to implement Phases 1 and 2 of the Intermodal project. On March 15, 2010, FRA issued its separate FONSI.

Subsequent minor changes that involve historic resources have been submitted to Caltrans and SHPO per the terms of the Programmatic Agreement. Therefore, all requirements of CEQA, NEPA and Sections 4(f) and 106 under state and federal laws have been met and no further environmental review is required to approve the proposed actions.

Sustainability Considerations: The SITF project will provide facilities to accommodate rail freight movement, heavy passenger rail trains, light rail transit, intercity and local buses, and taxis, as well as bicycle and pedestrian transportation modes and future modes, such as streetcars and California High Speed Rail. The Track Relocation, Phase I of the SITF Project, will improve operations, safety and convenience for passenger service and goods movement, as well as facilitate the future development of the Intermodal facility. The improvements are consistent with the City's sustainability goals to provide better accessibility to public transportation.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Although the upper soil levels of the site have been remediated, project construction work will require deep excavation for tunnels. Thus, additional soil remediation and disposal of buried objects is anticipated. This work can most efficiently be performed by Granite, the general contractor already constructing the Project, and monitored by Vali Cooper, the project's construction manager, assisted by their subconsultant, Thomas, who has experience and expertise with Railyards soil remediation. Due to familiarity with the Project, site and rail operations as well as previous design work, it is expeditious to have TranSystems design the upgrades that are under consideration for inclusion as part of their current construction support agreement.

Financial Considerations: Soil remediation is included in the overall project budget but was not a part of the construction contract as noted above under Issues. The additional work by Granite to remove and transport soil is estimated at \$1,950,000, while additional demolition and disposal work is estimated at \$100,000. Evaluating the soil for contaminants and monitoring the work by the construction management team of

Vali Cooper is estimated at \$494,950. The agreement with IA does not involve any compensation.

As of May 23, 2011, the Sacramento Intermodal Transportation Facility Project (T15029000) has a total budget of \$164,817,528 and an unobligated balance of \$84,277,728. There are sufficient funds obligated exclusively for track relocation construction purposes to execute the change order agreement with Granite Construction in the not-to-exceed amount of \$2,050,000, to execute the Supplemental Agreement No. 2 with Vali Cooper in the not-to-exceed amount of \$494,950 and to execute Supplemental Agreement No.1 with TranSystems in the not-to-exceed amount of \$60,000. There are no general funds planned or allocated for this project.

The approval of soil remediation will support 55 jobs in the City of Sacramento based upon the model provided by the Federal Highway Administration (FHWA) of one new job for every \$35,000 of transportation project investment.

Disadvantaged Business Enterprise (DBE): The SITF Project (T15029000) has federal funding and requires conformance with project participation guidelines for Disadvantaged Business Enterprise (DBE) /Underutilized Disadvantaged Business Enterprises (UDBE) in lieu of the City of Sacramento Emerging and Small Business Enterprise (ESBE) program requirements. The UDBE goal is 7.38%. If the Contractor does not meet the UDBE goal, Good Faith Effort toward meeting the required goal must be demonstrated. The Phase I, Track Relocation construction contractor, Granite Construction, demonstrated an acceptable Good Faith Effort. Vali Cooper attained 17.2% UDBE participation and satisfactorily met the UDBE project goal. TranSystems obtained 0% DBE participation because subcontracting opportunities were limited due to the specialty engineering and environmental nature of the work. The IA Sacramento agreement is not a professional services or construction contract and as such does not have DBE opportunities.



Background Information:

The Track Relocation Project relocates and reconfigures the current Union Pacific Railroad (UPRR) mainline and passenger tracks and the passenger platforms to the north between the I Street Bridge and 7th Street. This will improve the mainline heavy rail capacity and reliability for both freight service and passenger rail service. In addition, safety will improve due to the separation of the freight tracks from the passenger platforms and limiting access to the platforms by means of the new passenger and service tunnels. Relocating the existing UPRR tracks will also allow extension of 5th and 6th Streets and provision of the West Pedestrian Tunnel. This will improve access and circulation within downtown Sacramento and facilitate development of the Railyards project.

Track Relocation Agreements

The scope of the Track Relocation Project was initially set out in an agreement between UPRR, the National Railroad Passenger Corporation (Amtrak), the Capitol Corridor Joint Powers Authority (CCJPA), the California Department of Parks and Recreation on behalf of the California State Railroad Museum (CSRM) and Railyards developer Thomas Enterprises of Sacramento, LLC (Thomas) dated July 13, 2006. The conceptual scope of the project in this prior agreement was to move the UPRR tracks northward, to build a new passenger tunnel to provide access to the relocated platforms and to place a new crossing and spur track for CSRM to provide continued access for movement of their historic rail cars between their Old Sacramento Museum and their maintenance facility in the Central Shops. Thereafter, the City and Thomas entered into the Track Relocation and Financing Agreement (TRFA) dated December 13, 2006 (City Agreement No. 2006-1406) to allocate responsibilities for funding and construction of the Track Relocation Project. In October 2010, IA Sacramento took over ownership of the Railyards. Subsequently, the City and Inland entered into the Track Relocation Escrow Agreement (TREA) dated January 18, 2011 (City Agreement No. 2011-0196) to update and address Track Relocation Project funding and responsibilities.

Project Scope Changes

The scope of the project has changed since the original agreement to include: (1) construction of the West Pedestrian Tunnel (T15029030) to provide pedestrian access underneath UPRR tracks between Old Sacramento and the Central Shops; (2) addition of the Service Tunnel for Amtrak's use for baggage carts and service vehicles to access the platforms separately from the passengers, (3) relocation of fiber optic utilities owned by Qwest and MCI that conflict with the location of the 5th and 6th Street bridge support foundations and the tunnels, (4) relocation of existing utility connections to the Central Shops and the Depot building (electric, gas, water, sewer and telephone) due to construction conflicts and installation of new service connections, and (5) replacement of aged water distribution lines serving areas to the north and west with a 42-inch new water transmission line under the new rail corridor and through the project site.

The project was bid in early 2010 and bids came in over budget. To get to construction, the plans were reviewed and, while major elements were retained, work was simplified or deferred; time was increased and contracting risk reduced. This strategy enabled the project to proceed and provided that once unknowns were reduced and there was contingency or new revenue, upgrades or additions then could be considered.

Construction

On March 22, 2011, the main Track Relocation construction contract, City Agreement 2011-0467, was awarded to Granite Construction Company as the lowest responsive and responsible bidder with a bid of \$41,470,620. Construction is anticipated to be completed by early 2013. Union Pacific Railroad will also perform approximately \$10 million of track construction as part of the project.

A Request for Proposal (RFP) for construction management services for Track Relocation, 5th Street Overcrossing and 6th Street Bridges was issued in 2010 and Vali Cooper & Associates was selected as the most qualified respondent. Their agreement for the Track Relocation project is City Agreement 2011-0468.

As noted under Issues, the original plan for soil remediation for Track Relocation had to be revised. Although Thomas is no longer the site owner and can no longer take on a primary role, their unique remediation expertise and knowledge of the site's soil and groundwater conditions can be tapped by having them serve as subconsultants to Vali Cooper. They will observe and evaluate excavated soil for hazardous materials, determine appropriate handling and monitor the process as required by regulations. This will centralize all construction management activities under Vali Cooper and benefit the project overall.

The City will remediate the contaminated soil on its property with the Railyards site. The handling of the soil will be performed by Granite Construction as a change order on a time and materials basis in addition to the construction contract already awarded. This is considered most efficient as they are already on-site performing excavation and grading work. The excavated soil that is clean will be utilized on-site during grading, while the contaminated soil will be transferred to the Railyards for aerating/cleaning and later usage or transported to facilities that can accept it.

For over 100 years, the project site was one of the largest railroad repair and maintenance facilities in the nation. In the course of preparing the site for construction, additional foundations and remnants of man-made objects (poles, ties, etc.) have been uncovered beyond the items that were known from records and observation. This constitutes the added demolition and disposal work estimated.

Potential upgrades are being considered through a consensus process in which all parties (operators and the City) are discussing upgrades to consider. Selection will take into account funding availability, acceptable risk, lead time and schedule.

TranSystems will assist this process by providing technical analysis and design. In 2007, as a result of a RFP selection process they were selected as the best qualified consultant team to perform design, environmental and construction support services for the Track Relocation project. Caltrans has approved a Public Interest Finding (PIF) for a separate agreement for TranSystems, City Agreement 2011-0469, to provide the construction support on the Project. The technical services provided for the upgrades are a continuation of this work and thus the supplemental agreement is proposed.

Project Construction Funding

As a result of extensive efforts on the part of the City and its partners, the project was awarded approximately \$67.4 million in public transportation funds, including more than \$21.1 million in federal stimulus funds, \$16.3 million in other federal funds and \$25.9 million in state transportation bond funds. Other public funding for construction totals approximately \$4.1 million.



Granite Construction

Unexecuted Contract/Agreements

- X The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract is included as an exhibit to the Resolution, however, the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are to be in the Office of the City Clerk before agenda publication.



Vali Cooper

Unexecuted Contract/Agreements

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TranSystems

Unexecuted Contract/Agreements

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RESOLUTION NO.

Adopted by the Sacramento City Council

CHANGE ORDER WITH GRANITE CONSTRUCTION COMPANY (AGREEMENT NO. 2011-0467) FOR SOIL REMEDIATION AND REMOVAL OF BURIED OBJECTS AND DEBRIS; SUPPLEMENTAL AGREEMENT NO. 2 (AGREEMENT NO. 2011-0468) WITH VALI COOPER & ASSOCIATES FOR CONSTRUCTION MANAGEMENT OF TRACK RELOCATION SOIL REMEDIATION; SUPPLEMENTAL AGREEMENT NO. 1 (AGREEMENT NO. 2011-0469) WITH TRANSYSTEMS CORPORATION FOR ADDITIONAL DESIGN SERVICES

BACKGROUND

- A. The project will relocate the existing UPRR mainline tracks, build new passenger platforms and access tunnels, relocate existing utilities, and install new utilities.
- B. The cooperative handling of soil on-site benefits both IA, the Railyards developer and property owner, and the City.
- C. On March 22, 2011, the project was bid and awarded to Granite Construction Company as the lowest responsive and responsible bidder and Granite's construction contract includes excavation and grading.
- D. Construction management services were solicited through a Request for Proposals process and Vali Cooper & Associates, Inc. was determined to be the most qualified. Subsequently, Vali Cooper has subcontracted with Thomas Enterprises to obtain special expertise and experience with the soil conditions on-site.
- E. The proposal to utilize the general contractor and construction manager for soil remediation has been determined to be most effective.
- F. The agreement with TranSystems Corporation includes providing construction phase support on the design of the Intermodal Facility Project (T15029000) Track Relocation and Supplemental Agreement 1 involves design and modification of previous work involving upgrades that may be added to the Project.

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 change order to the track relocation construction contract with Granite Construction

Company (City Agreement No. 2011-0467) to include soil remediation and removal of buried objects and debris in an amount not to exceed \$2,050,000; the change order is attached as Exhibit A and is a part of this resolution.

Section 2. The City Manager or his designee is authorized to execute Supplemental Agreement No. 2 to the track relocation construction management contract with Vali Cooper & Associates, Inc. (City Agreement No. 2011-0468) to include construction management of the track relocation remediation activities in an amount not to exceed \$494,950; the supplement agreement is attached as Exhibit B and is a part of this resolution.

Section 3. The City Manager or his designee is authorized to execute Supplemental Agreement No. 1 to the track relocation project construction support agreement with TranSystems Corporation (City Agreement No. 2011-0469) for additional design services in an amount not to exceed \$60,000; the supplemental agreement is attached as Exhibit C and is a part of this resolution.

Section 4. Exhibits A through D are attached and are a part of this resolution.

Table of Contents:

Exhibit A: Change Order - Granite Construction Company

Exhibit B: Supplemental Agreement No. 2 - Vali Cooper & Associates, Inc.

Exhibit C: Supplemental Agreement No. 1 - TranSystems Corporation

Exhibit D: Location Map



City of Sacramento
CHANGE ORDER

Project #: T15029006

Contract #: 2011-0467

Date: 05/31/2011

Purchase Order #:

Change Order #: 2

Sacramento, California

TO: Granite Construction, Contractor

CONTRACT FOR: Sacramento Railyards Track Relocation & Related Work

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 changes for the consideration set forth below:

Description

See Exhibit A

The original contract sum was	<u>\$41,470,620.00</u>
The net change by previous Change Orders was	<u>\$66,828.10</u>
The contract sum prior to this Change Order was	<u>\$41,537,448.10</u>
The contract sum will be increased by this Change Order	<u>\$2,050,000.00</u>
The new contract sum including all Change Orders	<u>\$43,587,448.10</u>

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 the performance of the contract is increased by 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 timelimit for completion of the work as said term is used in the contract between the City and the Contractor for the project.

Approval Recommended by:

*WMM
VCH*

Project Manager

Approved by:

City of Sacramento

Approved by:

Contractor

Attested to by:

City Clerk

Approved as to form:

City Attorney

Rev 10/22/96

Exhibit A
Sacramento Railyards Track Relocation & Related Work
2011-0467
06/03/11

<i>Description</i>	<i>Amount</i>
Change Order #2	
PCO # 5.0 Changed/Unforeseen Conditions	\$1,950,000.00
06/03/11 Soil and Groundwater Remediation - This provides for the work required to perform soils and groundwater remediation. This includes, but is not limited to, soils handling and treatment, groundwater handling and treatment, disposal of soil, and the management and tracking of soils and groundwater beyond that work included in the contract and as directed by the Engineer. All materials will be handled in accordance with Federal, State and local regulations. Costs associated with this work shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications. If the scope of this work causes delays in the critical path of this contract beyond what is provided for in this contract, then the City will issue a change order that provides additional time equal to the delays caused by the work.	
PCO # 6.0 Changed/Unforeseen Conditions	\$50,000.00
06/03/11 Demolish and Removal of Buried Man-made Objects - During preliminary excavation objects have been identified that need to be removed. This PCO will provide for the demolition and removal of these and other buried man-made objects beyond the work contemplated in the contract and as authorized by the Engineer as extra work at force account not to exceed \$50,000. All materials will be handled in accordance with Federal, State and local regulations. Costs associated with this work shall be paid for in accordance with Section 8-10, "payment by Cost and Percentage," of the City Standard Specifications. If the scope of this work causes delays in the critical path of this contract beyond what is provided for in this contract, then the City will issue a change order that provides additional time equal to the delays caused by the work.	
PCO # 7.0 Client Initiated Changes	\$50,000.00
06/03/11 Debris Disposal - This provides for the off-site disposal of various site debris as authorized by the Engineer. This work shall include, but not be limited to, vegetation, railroad ties, poles, etc. All disposal items will be soil free and performed in accordance with State Standard Specifications Section 7-1.13, "Disposal of Material Outside the Highway Right of Way." The term "Highway" shall be defined as the "project right of way and associated easements." All materials disposed will be handled in accordance with Federal, State and local regulations. Costs associated with this work shall be paid for in accordance with Section 8-10, "payment by Cost and Percentage," of the City Standard Specifications. If the scope of this work causes delays in the critical path of this contract beyond what is provided for in this contract, then the City will issue a change order that provides additional time equal to the delays caused by the work.	
3 Items	Total for Change Order # 2 \$2,050,000.00
3 Items	Total for Contract # 2011-0467 \$2,050,000.00
<i>Totals By Reason</i>	Changed/Unforeseen Conditions \$2,000,000.00 Changes to Bid Documents \$0.00 Client Initiated Changes \$50,000.00



City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: 2011-0468-2

Date: 05/27/11

Purchase Order #:

Supplemental Agreement #: 2

Job#: T15029005

Project Title: Construction Management for Railyards Construction

The City of Sacramento ("City") and Vall Cooper & Associates Inc, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2011-0468 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby 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:

See Exhibit A

- 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 of Payment of Contractor's fees and expenses, is increased by \$494,950.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	<u>\$4,378,594.00</u>
The net change by previous Supplemental Agreements:	<u>\$0.00</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$4,378,594.00</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$494,950.00</u>
The new not-to-exceed amount including all Supplemental Agreements:	<u>\$4,873,544.00</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 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 in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
- 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 the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Project Manager

Approved as to Form By:

City Attorney

Approved By:

Contractor
Marian Ross / CFD

Approved By:

City of Sacramento

Attested to By:

City Clerk

Exhibit A
Construction Management for Railyards Construction
2011-0468
05/27/11

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #2	
PCO # 2.0 Client Initiated Changes	\$494,950.00
05/27/11 Add S. Thomas Enterprises, LLC (Thomas) to assist in the coordination and management of the soils and groundwater handling for the Track Relocation Project. Cost for these services are not to exceed \$494,950.00.	
1 Items	Total for Change Order # 2
	\$494,950.00

1 Items	Total for Contract # 2011-0468	\$494,950.00
<i>Totals By Reason</i>	Changed/Unforeseen Conditions	\$0.00
	Changes to Bid Documents	\$0.00
	Client Initiated Changes	\$494,950.00



Vali Cooper & Associates, Inc.
CONSTRUCTION MANAGEMENT CONSULTANTS

May 26, 2011

Document Control No: 110526-L1

City of Sacramento
Department of Transportation
901 I Street, 2nd Floor
Sacramento, CA 95814-2702

Job Stamp

SACRAMENTO RAILYARDS TRACK
RELOCATION AND RELATED WORK
Federal Project No HP21L5002(90)
PN: T15029005

RE: Track Relo Professional Services Supplemental Agreement No. 2 (VC&A No. 201105)

Attn: Mr. Jon Blank, PE

Reference:

1. City of Sacramento Professional Services Agreement for Vali Cooper & Associates, Inc. (Dated 3/22/2011)
2. S. Thomas Enterprises, LLC Scope of Work (Dated 4/7/11)-Attached

Dear Mr. Blank,

Per your request, Vali Cooper & Associates, Inc. (VC&A) has added S. Thomas Enterprises, LLC (Thomas) to assist in the coordination and management of the soils and groundwater handling for the Track Relocation Project. Attached is reference 2 detailing the scope of services and budget to provide these supplemental services. Additional costs for these services are not to exceed \$494,950.00. Please issue supplemental agreement No. 2 for this work.

Costs associated with this project will be as follows:

Original Contract.....	\$ 4,378,594.00
Supplemental Agreement No. 1.....	0.00
<u>Supplemental Agreement No. 2.....</u>	<u>494,950.00</u>
New Total.....	4,873,544.00

VC&A looks forward to continue providing excellent service to the City and the local community. Should you have any questions, please give me a call at (916) 826-3038.

Sincerely,

Hank Doll, PE, Construction Manager
Vali Cooper & Associates, Inc
Representing City of Sacramento

Cc: J. Collins, M.Lee

501 Jibboom Street

Sacramento, CA. 95811

Phone: 916-930-0724

Fax: 916-930-0745

Scope of Work – Track Relocation Project

1.0 Introduction:

This work plan has been prepared to assist Vali Cooper & Associates, Inc. (VC&A) and the City of Sacramento to seek compliance with applicable regulations and requires the adherence of all parties to the direction provided in the regulatory process. It is the intent of this work to provide a cooperative atmosphere between the property owners and regulators that will minimize project costs and schedule impacts

2.0 Pre-Construction Phase:

2.1 Project workplan preparation (the "Plan"):

The Plan will include the following components and associated scope.

- a. Contractor implementation schedule: Coordinate and facilitate contractor schedule and scope with remediation Base Case work and the Department of Toxic Substances Control Board (DTSC) & the Regional Water Quality Control Board (RWQCB) regulatory orders requirements, including soil and groundwater handling and management.
- b. Submittal of Work Plan to IA Holdings of Sacramento LLC. (Inland): Thomas will assist with the preparation and submission of the completed project Plan including all components identified herein to Inland to better facilitate projects and coordination and in an effort to assist Inland to manage expectations.
- c. Assistance with the completion of Track Relocation Project Land Use Covenants: Thomas will assist the City of Sacramento (City) in finalizing discussions and completion of the Land Use Covenant (LUC) as required by DTSC for the Track Relocation project. In completing this portion of the scope, Thomas will coordinate with all parties, negotiate with DTSC, and seek the most appropriate LUC for the project. The LUC is a recorded legal document required by the State of California of the City for this project to proceed.
- d. Emergency plan: Secure/obtain and assist in the development, review and preparation of an appropriate emergency plan from prime contractor and construction manager, including but not limited to electrical, gas, and water shut-offs, evacuation plan, accidental release of hazardous waste, control of fugitive dust and other similar aspects of the project site related to soil and groundwater handling.

- e. Soil management plan (on-site): Develop and oversee the implementation of a project-specific soil management plan, including all aspects of soil handling related to contamination conditions such as: grading, excavation, backfilling, transportation, treatment, temporary storage, and final disposition.
- f. Soil disposal and transport (off-site): Thomas will prepare a general plan defining criteria of soils requiring off-site disposal relative to approved remedial goals for the respective DTSC defined cleanup areas where the project is located, including the Sacramento Station, the Central Shops, the Central Corridor, the Northern Shops, Car Shop Nine, Lagoon Groundwater Study Area, the Manufactured Gas Plant and the Northwest Corner. The plan will be further defined upon completion of actual soil handling and prior to actual disposal, and will include characterization, profiling, and disposal arrangements per waste disposal regulations and applicable requirements.
- g. Groundwater handling: Thomas will assist in the preparation of a general plan defining the process of groundwater handling for the purpose of construction dewatering and control. The plan will include groundwater extraction and delivery methodology as defined by the contractor, de-silting by the contractor, treatment and discharge. The plan will define flow rate delivered and will include requirements for groundwater treatment system expansion, if any is needed. Should Thomas' facilities be used, a separate contract agreement with the Contractor will be required.
- h. Wells abandonment and replacement plan and protocol: Thomas will assist in the preparation of a standard operating procedure for well abandonment and construction that will be needed for the various types of wells subject to the Track Relocation project.
- i. Sampling plan: A plan will be prepared indicating the location, time, type and frequency of sampling for the various applicable contaminants of concern that may potentially be remaining at the site at various concentrations. The subject general plan will be further defined and refined as excavations proceed and site conditions become clearer.
- j. Health and safety plan: Assemble from contractor and assist the construction manager in the development of an appropriate health and safety plan for submittal to DTSC for approval.

2.2 Vista coordination elements and requirements:

Given the need to expand Vista Park capacity to accommodate additional soil disposition by various parties, Thomas will engage with the regulatory agencies to seek this approval.

2.3 Regulatory interface protocol

The following three agencies are the primary agencies overseeing the remediation process at the Railyards, with DTSC being the lead agency under the formal agency designation process that was completed by Thomas in 2008. Thomas will maintain close coordination with these agencies, including a regular update, to secure their consent on all work to be completed.

- *Department of Toxic Substances Control*
- *Regional Water Quality Control Board*
- *Environmental Management – County*

2.4 Pre-construction contractor and CM interface:

Thomas will coordinate activities with contractor, the construction management team, Inland and City to ensure an appropriate project start and implementation.

3.0 Construction Phase:**3.1 Groundwater/soil observation & preliminary categorization:**

Thomas will observe soil and groundwater conditions at the time of extraction or excavation, and will use its judgment per approved characterization protocols to determine disposition. Thomas will record observations, field data, and other related information. Thomas will oversee the collection of samples and recording of conditions through field instruments to assist with the categorization process, where and if needed. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others.

3.2 Monthly Reporting:

Thomas will complete on behalf of the City monthly reports to be submitted to Inland in satisfaction of the requirements of the access agreement granted to the City by Inland.

3.3 Surveying and staking:

Thomas will direct others to locations and features to be staked and surveyed, including areas exceeding cleanup goals, temporary and permanent stockpiles, treatment areas,

soil holding areas, and similar features. Surveys will be utilized to complete soil handling reports. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others.

3.4 Excavation of areas exceeding remedial goals

Thomas will oversee the excavation of areas identified by the record as exceeding cleanup goals in accordance with the Railyards approved procedures. Upon completion, Thomas will issue the required reports to the DTSC, City, and Inland. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others outside of this scope and the scope of the VC&A contract.

3.5 Wells abandonment and relocation (permitting required):

Thomas will oversee and direct the process of wells abandonment and relocation in accordance with regulatory requirements and approved protocol. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others outside of this scope and the scope of the VC&A contract.

3.6 Groundwater dewatering and discharge to Thomas system:

Thomas will oversee the disposition and treatment of extracted groundwater. Actual groundwater discharge, filtration, and de-silting will be by others outside of this scope and the scope of the VC&A contract. Depending on the required capacity, the current remediation system may need to be expanded and the discharge limits may need to be adjusted. Cost of expanding the remediation system as well as extraction and discharge to the system is by others outside of this scope and the scope of the VC&A contract. Use of the groundwater treatment system requires an agreement with Thomas for a cost paid to Thomas. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others outside of this scope and the scope of the VC&A contract.

3.7 Soil characterization and placement in various stockpile

Thomas will direct the Contractor to locations, volumes, and types of soil placement for the purpose of characterization sampling per approved Railyards protocols. Thomas will oversee the sampling process and complete a plan of the type of stockpiles that are present identifying their disposition. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others outside of this scope and the scope of the VC&A contract.

3.8 Soil treatment

Thomas will oversee the appropriate treatment and stabilization of the various types of soils with the intent to minimize disposal and maintain soils within approved regulatory thresholds for the Railyards. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others outside of this scope and the scope of the VC&A contract.

3.9 Health and safety control (Vapor/GW/soil, dust emissions)

Thomas will oversee the implementation of the respective health and safety measures relative to the presence of contaminants at the site, and will advise the CM and the Contractor to appropriate safety measures. The implementation of all measures is by others outside of this scope and the scope of the VC&A contract.

3.10 Storm water pollution control

Thomas will observe the implementation of the respective SWPPP measures relative to the presence of contaminants at the site, and will make recommendations to the CM on observed conditions. While Thomas will report observations to the CM, Thomas will not be responsible for the preparation and the implementation of the SWPPP components. The completion of a SWPPP plan and the implementation of all SWPPP measures are by others outside of this scope and the scope of the VC&A contract.

3.11 Regulatory coordination and oversight

Thomas will maintain coordination with the appropriate regulatory agencies, respond to inquiries and provide information. The purpose of this task is maintaining a close regulatory oversight for the project.

3.12 Daily Reports

Thomas will provide daily reports to the construction manager. Daily reports shall contain the activities observed, conversations, and directives as well as administrative activities provided by Thomas.

4.0 Post-Construction Phase:

4.1 Soil consolidation and treatment to meet Railyards approvals:

Thomas will oversee the appropriate consolidation and treatment of all stockpiled soils to meet regulatory approvals. Thomas will supervise the appropriate sampling measures, treatment processes, and location of holding and stockpile areas with the

goal of minimizing off-site disposal and securing regulatory thresholds for the Railyards. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others outside of this scope and the scope of the VC&A contract.

4.2 Off-site disposal through truck and rail

Thomas will complete all required profiling and acceptance documents for off-site disposal at various regulated facilities, seeking the most cost effective method of disposal. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others outside of this scope and the scope of the VC&A contract, including all hazardous waste generator fees, UP Track 150 fees, and other related expenses.

4.3 Final placement

Thomas will oversee the final placement of all stockpile soils in their respective approved areas based on their characteristics and profiles relative to Railyards approvals. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others outside of this scope and the scope of the VC&A contract.

4.4 Final surveying

Thomas will oversee the final surveying of all stockpile soils and their respective approved disposition areas. With the exception of Thomas' oversight, all labor, equipment and material for this purpose will be by others outside of this scope and the scope of the VC&A contract.

4.5 Final reporting

Upon completion of all soil and groundwater handling activities, including final surveying and post construction sampling, if needed, Thomas will complete a final report documenting all conducted activities. The subject report will be provided to the DTSC in draft format and will be edited to the satisfaction of the agency in its final form. Thomas will engage with the agencies to resolve any comments.

5.0 Budget:

Upon execution of a Notice to Proceed, Thomas will commence work on a time and material basis per the attached budget. The rates shown on Table 1 (attached) shall include be all materials and equipment needed with the exception of the following that will be furnished to Thomas by VC&A, and as authorized by the City of Sacramento, at no cost to Thomas:

1. A secured office space on-site with the ability to print, copy, fax, telephone, and maintain appropriate communication.
2. All needed sampling supplies, field equipment and tools, appropriately skilled labor and support technicians. Thomas may provide such equipment at a separate cost schedule.

Table 1 - Track Relocation Project - Estimated Projected Cost

4/7/2011

	2011												Total	Rate	Subtotal
	1	2	3	4	5	6	7	8	9	10	11	12			
Project Manager (PM)	\$ -	\$ -	\$ -	140	160	160	120	160	160	160	170	90	1,320	\$ 145	\$ 191,400
Principal	\$ -	\$ -	\$ -	15	15	15	15	10	10	10	10	10	110	\$ 170	\$ 18,700
Monthly PM	\$ 20,300 \$ 23,200 \$ 23,200 \$ 17,400 \$ 23,200 \$ 23,200 \$ 23,200 \$ 23,200 \$ 23,200 \$ 24,650 \$ 24,650 \$ 13,050														
Monthly Principal	\$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 1,700 \$ 1,700 \$ 1,700 \$ 1,700 \$ 1,700 \$ 1,700														
Monthly Total	\$ 22,850 \$ 25,750 \$ 25,750 \$ 19,950 \$ 24,900 \$ 24,900 \$ 24,900 \$ 24,900 \$ 24,900 \$ 26,350 \$ 26,350 \$ 14,750														

	2012												Total	Rate	Subtotal
	1	2	3	4	5	6	7	8	9	10	11	12			
Project Manager (PM)	110	150	150	150	130	90	90	110	110	120	100	90	1,400	\$ 145	\$ 203,000
Principal	10	15	15	15	15	15	15	15	15	15	15	10	170	\$ 170	\$ 28,900
Monthly PM	\$ 15,950 \$ 21,750 \$ 21,750 \$ 21,750 \$ 18,850 \$ 13,050 \$ 13,050 \$ 15,950 \$ 15,950 \$ 17,400 \$ 14,500 \$ 13,050														
Monthly Principal	\$ 1,700 \$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 2,550 \$ 1,700														
Monthly Total	\$ 17,650 \$ 24,300 \$ 24,300 \$ 24,300 \$ 21,400 \$ 15,600 \$ 15,600 \$ 18,500 \$ 18,500 \$ 19,950 \$ 17,050 \$ 14,750														

	2013												Total	Rate	Subtotal
	1	2	3	4	5	6	7	8	9	10	11	12			
Project Manager (PM)	110	110	110										330	\$ 145	\$ 47,850
Principal	10	10	10										30	\$ 170	\$ 5,100
Monthly PM	\$ 15,950 \$ 15,950 \$ 15,950 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -														
Monthly Principal	\$ 1,700 \$ 1,700 \$ 1,700 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -														
Monthly Total	\$ 17,650 \$ 17,650 \$ 17,650 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -														

Total PM	3,050	145	\$ 442,250
Total Principal	310	170	\$ 52,700
Grand Total			\$ 494,950



City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: **2011-0469-1** Date: **06/01/11**
Purchase Order #: _____ Supplemental Agreement #: **1**
Job#: **T15029006** Project Title: **Design Support Services - Sacramento Railyards**

The City of Sacramento ("City") and Tran Systems, ("Contractor"),
as parties to that certain Professional Services Agreement designated as Agreement Number 2011-0469
including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are
hereby 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:

See Exhibit A

- 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 of Payment of Contractor's fees and expenses, is increased by \$60,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$200,000.00
The net change by previous Supplemental Agreements:	\$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$200,000.00
The contract sum will be increased by this Supplemental Agreement:	\$60,000.00
The new not-to-exceed amount including all Supplemental Agreements:	\$260,000.00

- 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 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 in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
- 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 the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Project Manager

Approved as to Form By:

City Attorney

Approved By:

Contractor

Approved By:

City of Sacramento

Attested to By:

City Clerk

Exhibit A
Design Support Services - Sacramento Railyards
2011-0469
06/01/11

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #1	
PCO # 1.0 Client Initiated Changes	\$60,000.00
06/01/11 Supplemental No. 1 in the amount of \$60,000 to design the relocation of the detention basin to a location southwest of the current design location as indicated on the sketch issued to TranSystems by Jon Blank, analyze feasibility, design and estimating for upgrades as determined by City resulting from Stakeholder Upgrade Meetings, and participate in monthly Stakeholder Upgrade Meetings as requested by the City.	
1 Items	Total for Change Order # 1 \$60,000.00

1 Items	Total for Contract # 2011-0469	\$60,000.00
Totals By Reason	Changed/Unforeseen Conditions	\$0.00
	Changes to Bid Documents	\$0.00
	Client Initiated Changes	\$60,000.00



May 27, 2011

**City of Sacramento
Sacramento Railyards – Design Support Services During Construction
Scope of Work – Supplemental Agreement #1**

The City of Sacramento Agreement No. 2011-0469 with TranSystems covers services associated with design support during construction of the City of Sacramento's Track Relocation Project (T15029005). The contract is being funded in phases (design support during construction and other tasks). On March 22, 2011, the City authorized services with a fee amount of \$200,000.00. This supplement is to provide funding for the relocation of the detention basin and design for upgrades as determined by City. The City intends to authorize these tasks in the amount of \$60,000.00 under this Supplemental Agreement #1.

Tasks include:

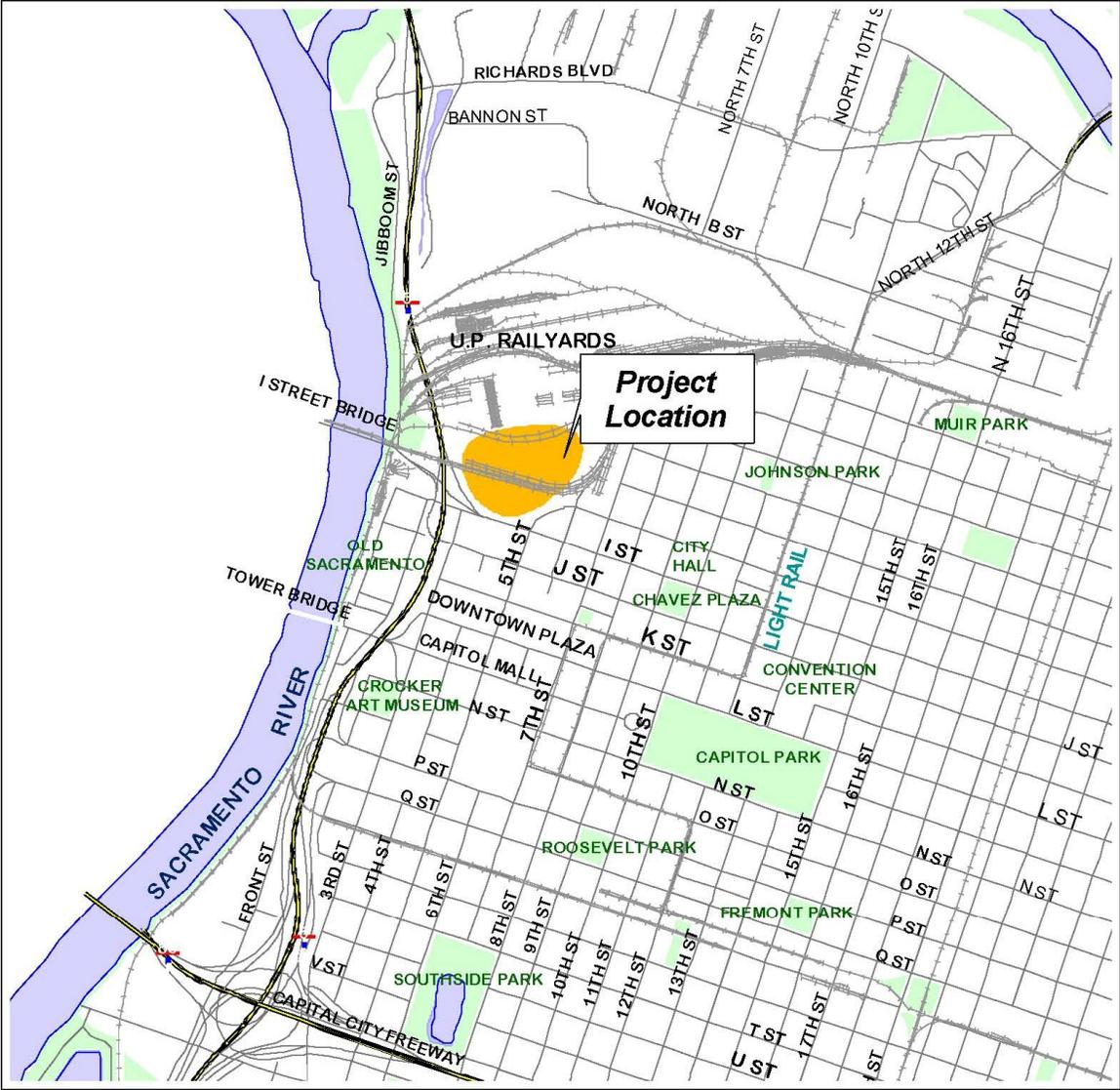
- Relocation of the detention basin to a location southwest of current location and as indicated on the attached sketch issued to TranSystems by Jon Blank. Design will be completed and issued to the Track Relocation Contractor as a change order. Scope of work will include the following:
 - Design for multiple construction phasing (creating a lower capacity in the beginning construction stages).
 - Demo a portion of the existing platform.
 - Demo a portion of the existing canopies. (They contain lead based paint and will require abatement. Abatement is not included in this supplement.)
 - Relocate existing combined sewer and proposed storm drain.
 - Modify access to fire suppression facilities such as hydrants and FDC locations.
 - Relocate temporary construction phase access to the service tunnel.
 - Relocate parking spaces accordingly due to the relocation of basin. (The Phase 2 features such as future roads, sidewalks, a train viewing area large enough to accommodate benches, and the proposed walking path around basin, etc. could result in a loss of Phase 2 parking spaces.)
- Analysis of feasibility, design and estimating for upgrades as determined by City and resulting from Stakeholder Upgrade Meetings.
- Participate in monthly Stakeholder Upgrade Meetings as requested by City. These meetings are assumed to be once per month during the Supplement 1 design effort and participation is assumed to be via phone.

Assumptions:

- Abatement of lead based paint is not included in this supplement.
- No geotechnical or survey services are included in this supplement.

Total Estimated Fees for Supplemental Agreement #1: \$60,000.00.

Location Map for
**SACRAMENTO INTERMODAL
TRANSPORTATION FACILITY (SITF)**
(PN:CF41)



Map Contact: S. Tobin
Date: October, 2003

1000 0 1000 2000 Feet

