

RESOLUTION NO. 2011-655

Adopted by the Sacramento City Council

December 6, 2011

APPROVING A CHANGE ORDER AGREEMENT WITH GRANITE CONSTRUCTION (CITY AGREEMENT NO. 2011-0467) (T15029000/T15029006); 2) APPROVING SUPPLEMENTAL AGREEMENT NO. 3 (CITY AGREEMENT NO. 2011-0469) WITH TRANSYSTEMS (T15029006); 3) RESETTING THE CITY MANAGER'S AUTHORITY FOR TRANSYSTEMS AGREEMENT 2011-0469; 4) APPROVING SUPPLEMENTAL AGREEMENT NO. 21 (CITY AGREEMENT NO. 2008-0034) WITH TRANSYSTEMS (T15029005); 5) RESETTING THE CITY MANAGER'S AUTHORITY FOR TRANSYSTEMS AGREEMENT 2008-0034 AND, 6) APPROVING A FUNDING AGREEMENT WITH REGIONAL TRANSIT AND APPROPRIATING FEDERAL FUNDS FOR THE INTERMODAL PHASE 2 DESIGN (T15029040)

BACKGROUND

- A. The Track Relocation Project will relocate the existing Union Pacific Railroad (UPRR) mainline tracks, build new passenger platforms and access tunnels, relocate existing utilities, and install new utilities.
- B. On March 22, 2011, the project was bid and awarded to Granite Construction Company as the lowest responsive and responsible bidder.
- C. Construction design support services were solicited through a Request for Proposals process and TranSystems was determined to be the most qualified.
- D. The Intermodal project has received authorization for Federal Transit Administration (FTA) Section 5309 funds in the amount of \$1,580,040 to be provided to the City, as a sub-recipient to Regional Transit, to support design of the Sacramento Valley Station Phase 2 improvements. The funding transfer agreement needs to be approved and the funds need to be programmed in the CIP.

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 agreement related to City Agreement No. 2011-0467 with Granite Construction Company for an amount not to exceed \$1,775,311 for the Track Relocation project (T15029000/T15029006); the change order agreement is attached as Exhibit A.
- Section 2. The City Manager or his designee is authorized to execute Supplemental Agreement No. 3 to City Agreement No. 2011-0469 with TranSystems for an amount not to exceed \$250,000 for construction design support services (T15029000/T15029006); Supplemental Agreement No. 3 is attached as Exhibit B.

- Section 3. The City Manager or his designee is authorized to execute Supplemental Agreement No. 21 to City Agreement No. 2008-0034 with TranSystems in an amount not to exceed \$110,250 to finalize design of the West Tunnel Ramps (T15029000/ T15029005); Supplemental Agreement No. 21 is attached as Exhibit C.
- Section 4. The City Manager's authority for City Agreement No. 2011-0469 and City Agreement No. 2008-0034 is reset.
- Section 5. The City Manager or his designee is authorized to execute a sub-recipient funding agreement with Sacramento Regional Transit District to accept \$1,580,040 in funds for the Sacramento Valley Station Improvement Project (T15029040); the funding agreement is attached as Exhibit D
- Section 6. The revenue and expenditure budgets for Sacramento Valley Station Improvement Project (T15029040) are increased by \$1,580,040 (Fund 3703).
- Section 7. Exhibits A, B, C, D and E are incorporated into and made part of this resolution.

Table of Contents:

Exhibit A – Location Map

Exhibit B – Change Order Agreement – Granite Construction

Exhibit C – Supplemental Agreement #3 - TranSystems

Exhibit D – Supplemental Agreement #21 – TranSystems

Exhibit E – Funding Agreement - Sacramento Regional Transit District

Adopted by the City of Sacramento City Council on December 6, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy.

Noes: None.

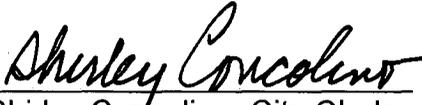
Abstain: None.

Absent: Mayor Johnson.



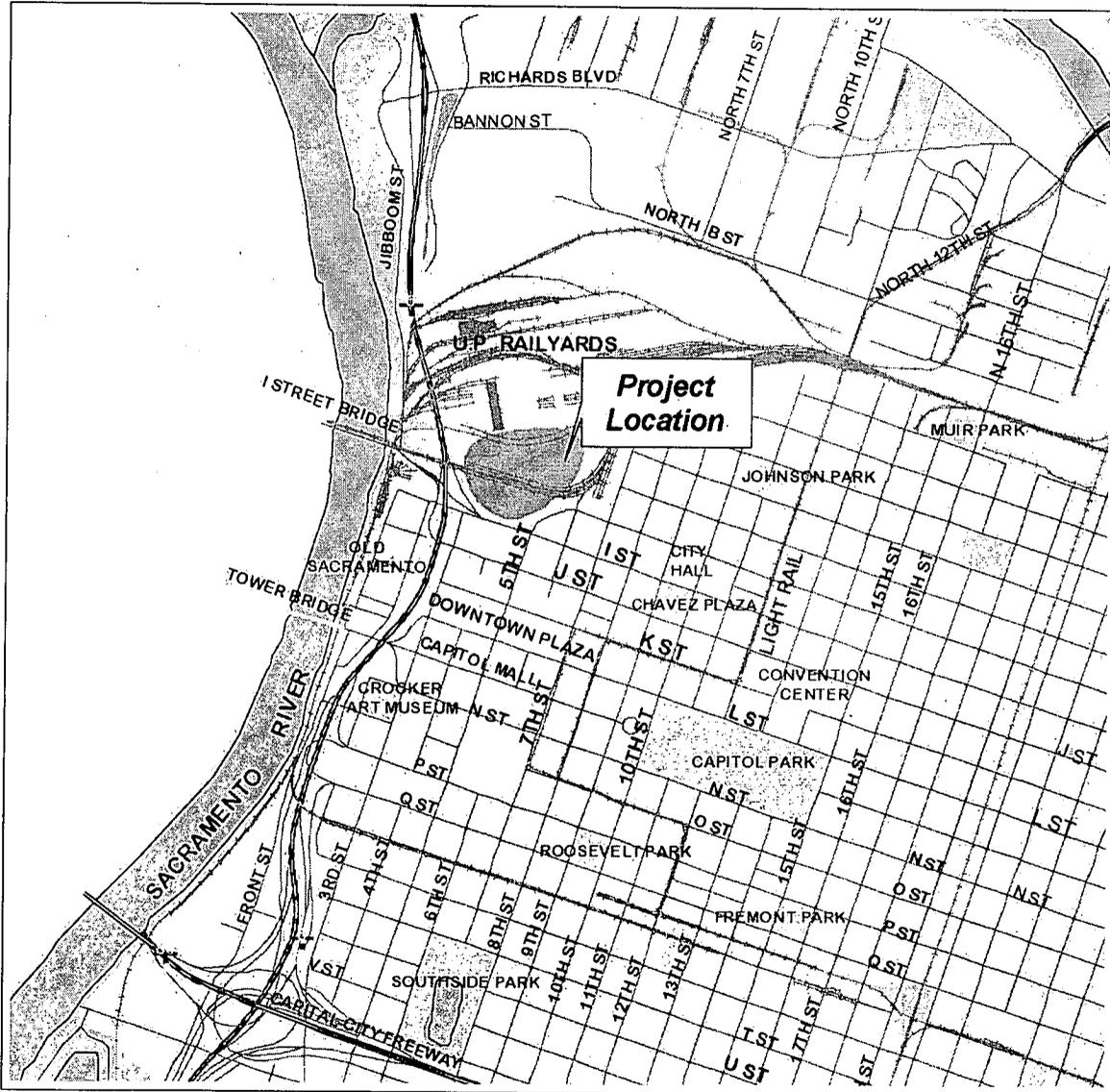
Bonnie Pannell, Vice-Mayor

Attest:



Shirley Concolino, City Clerk

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



Map Contact: S. Tobin
Date: October, 2003

1000 0 1000 2000 Feet



City of Sacramento
CHANGE ORDER

Project #: T15029006

Contract #: 2011-0467

Date: 11/29/2011

Purchase Order #:

Change Order #: 6

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	\$41,470,620.00
The net change by previous Change Orders was	\$2,309,602.75
The contract sum prior to this Change Order was	\$43,780,222.75
The contract sum will be increased by this Change Order	\$1,775,310.12
The new contract sum including all Change Orders	\$45,555,532.87

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.

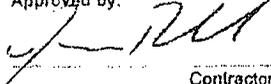
Approval Recommended by:

Approved by:

Project Manager

City of Sacramento

Approved by:

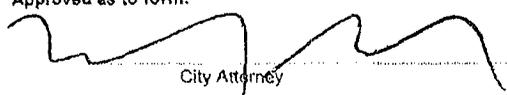


Contractor

Attested to by:

City Clerk

Approved as to form:



City Attorney

Exhibit A
Sacramento Railyards Track Relocation & Related Work
2011-0467
11/29/11

<i>Description</i>	<i>Amount</i>
Change Order #6	
PCO # 35.0 Client Initiated Changes	\$20,000.00
11/29/11 (VCA PCO # 17) Maintain Site Security - This Change provides for the labor, equipment, and materials required to maintain site security as directed by the Engineer. 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. This change results in zero time impacts to the project.	
PCO # 36.0 Changed/Unforeseen Conditions	\$0.00
11/29/11 (VCA PCO # 24) Buried 12,000 gal Tank - This Change provides for the labor, equipment, and materials required to remove and dispose of a 12,000 gallon underground storage tank and its contents. Costs associated with this work shall be paid for under Change Order # 2 (City PCO #5, VCA PCO # 5) as an agreed lump sum of \$40, 320 (\$38,400 plus a 5% markup). Additional work required beyond that contemplated by the agreed lump sum, and as authorized by the Engineer, shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications under Change Order # 2 (City PCO #5, VCA PCO # 5). This change results in zero time impacts to the project.	
PCO # 37.0 Client Initiated Changes	\$387,686.25
11/29/11 (VCA PCO # 31) Revise Tunnel Waterproofing - This Change provides for the labor, equipment and materials required to revise the waterproofing system to WR Grace Prepruf 300 and Bituthene 4000 in accordance with manufacturers directives. This system will provide a 20-year warranty for leakage at all tunnels that other specified products could not guarantee. Costs associated with this work shall be paid for as an agreed lump sum in the amount of \$387,686.25 for all work involved . No further payments shall be made. This change results in zero time impacts to the project.	
PCO # 38.0 Client Initiated Changes	\$850,000.00
11/29/11 (VCA PCO # 32) Revise West Side Drainage and Detention Basin - This Change provides authorization for the labor, equipment and materials required to revise the west site drainage facilities and detention basin in accordance with Transystems Supplemental Instruction (SI) #3 and as directed by the Engineer. This work shall include all revisions to SI #3. Costs associated with this work shall be paid for either in accordance with Section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications as or as an agreed lump sum (or series thereof) for an estimated total amount of \$850,000.00 (\$50,000 of which is The detention basin portion of work). A determination of time impacts, if any, will be negotiated when the work is complete.	
PCO # 39.0 Client Initiated Changes	\$8,000.00
11/29/11 (VCA PCO # 39) Bulb Waterstop at Central Tunnel - This Change provides for the labor, equipment, and materials required to install additional bulb waterstop as directed by the engineer. 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. This change results in zero time impacts to the project.	
PCO # 40.0 Client Initiated Changes	\$4,000.00
11/29/11 (VCA PCO # 44) Extend ABS Sewer from Boiler Shop - This Change provides for the labor, equipment, and materials required to extend ABS sewer pipe from the boiler shop to the closest manhole. 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. This change results in zero time impacts to the project.	
PCO # 41.0 Client Initiated Changes	\$35,532.22
11/29/11 (VCA PCO # 52) Rebar Detailing Changes (RFI 114) - This Change provides for the labor, equipment, and materials required to modify rebar to accommodate design changes per RFI 114. Costs associated with this work shall be paid for as an agreed lump sum for the amount of \$35,532.22 for all work involved . No further payments	

shall be made. This change results in zero time impacts to the project.

PCO # 42.0	Client Initiated Changes	\$39,396.00
11/29/11	(VCA PCO # 53) AMTRAK-Additional CCTV Conduits - This Change provides for the labor, equipment, and materials required to provide additional CCTV conduits per Engineer's approval of Granite Letter VC_0030. Costs associated with this work shall be paid for as an agreed lump sum for the amount of \$39,396.00 for all work involved. No further payments shall be made. This change results in zero time impacts to the project.	
PCO # 43.0	Client Initiated Changes	\$392,000.00
11/29/11	(VCA PCO # 63) Add 4 Wayside Power Cabinets (Extend quantities of Bid Item #123 by 4 units). This Change provides for the labor, equipment, and materials required to provide four additional Wayside Head End Power cabinets per Special Provisions Section 9, Item 123. Costs associated with this work shall be paid at contract unit price of \$98,000 each for a total amount of \$392,000 for all work involved. No further payments shall be made. A determination of time impacts has resulted in zero additional days to the contract.	
PCO # 44.0	Client Initiated Changes	\$27,478.50
11/29/11	(VCA PCO # 64) Add Sentron Power Metering for 8 Wayside Head End Power cabinets. This Change provides for the labor, equipment, and materials required to install 8 Sentron PAC 3200 Power Monitoring Devices in the 800A switchboard that feeds all eight Wayside Power cabinets. Granite letter VC_0055 provides details for the installation of meters inside the top of the switchboard on "Z" brackets per Werner Palm email (wpalm@sonic.net) dated 9/30/11 at 1:49 pm. Costs associated with this work shall be paid for as an agreed lump sum amount of \$27,478.50 for all work involved. No further payments shall be made. A determination of time impacts has resulted in zero additional days to the contract.	
PCO # 45.0	Client Initiated Changes	\$11,217.15
11/29/11	(VCA PCO # 67) Add A64 LED Lighting in West Tunnel - This Change provides for the labor, equipment, and materials required to complete the balance of A64 LED lighting fixtures (32 each) in the west tunnel. Costs associated with this work shall be paid for as an agreed lump sum for the amount of \$11,217.15 for all work involved. No further payments shall be made. This change results in zero time impacts to the project.	

11 Items Total for Change Order # 6 \$1,775,310.12

11 Items	Total for Contract # 2011-0467	\$1,775,310.12
<i>Totals By Reason</i>	Changed/Unforeseen Conditions	\$0.00
	Changes to Bid Documents	\$0.00
	Client Initiated Changes	\$1,775,310.12

City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: 2011-0469-3

Date: 11/23/11

Purchase Order #:

Supplemental Agreement #: 3

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 \$250,000.00 and said maximum not-to-exceed amount is amended as follows:

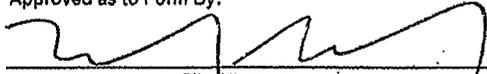
The original not-to-exceed amount:	<u>\$200,000.00</u>
The net change by previous Supplemental Agreements:	<u>\$85,000.00</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$285,000.00</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$250,000.00</u>
The new not-to-exceed amount including all Supplemental Agreements:	<u>\$535,000.00</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:

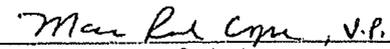
Project Manager

Approved as to Form By:



City Attorney

Approved By:



Contractor

Approved By:

City of Sacramento

Attested to By:

City Clerk

Exhibit A

Design Support Services - Sacramento Railyards

2011-0469

11/23/11

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #3	
PCO # 3.0 Client Initiated Changes	\$250,000.00
11/23/11 Supplemental No. 3 in the amount of \$250,000 to continue to review construction submittals, respond to request for information, preparing design revisions in support of contract modifications, review of test data, establishing architectural preferences and coordinate design with the stakeholders.	
1 Items	Total for Change Order # 3
	\$250,000.00

1 Items	Total for Contract # 2011-0469	\$250,000.00
<i>Totals By Reason</i>	Changed/Unforeseen Conditions	\$0.00
	Changes to Bid Documents	\$0.00
	Client Initiated Changes	\$250,000.00



November 4, 2011

City of Sacramento
Sacramento Railyards – Design Support Services During Construction
Scope of Work – Supplemental Agreement #3

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. The current contract amount to date through Supplemental Agreement #2 is \$285,000. This supplement is to provide funding for tasks as directed by the City. The City intends to authorize these tasks in the amount of \$250,000 under this Supplemental Agreement #3.

Continuing Scope of Work - for tasks as directed by the City including:

- Attending periodic site visits;
- Participating in meetings as requested;
- Review of construction submittals;
- Responding to requests for information;
- Preparing design revisions in support of contract modifications;
- Review of test data;
- Preparing supplemental instructions;
- Resolving possible design conflicts such as design changes and/or interpretations;
- Establishing architectural preferences such as lighting, color, etc., and
- Coordinating with stakeholders.

Total Estimated Fees for Supplemental Agreement #3: \$250,000.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Sacramento Intermodal Transit Facility & / T15029000

Date: 11/23/11

Purchase Order #: 000001914

Supplemental Agreement No.: 21

The City of Sacramento ("City") and TRANSYSTEMS ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 2008-0034, including any and all prior supplemental agreements modifying said agreement (said 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:

See attached 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 Consultant's fees and expenses, is increased, by \$ 110,250.00 and said maximum not-to-exceed amount is amended as follows:

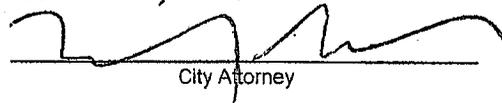
Agreement's original not-to-exceed amount:	\$ <u>2,788,587.79</u>
Net change by previous supplemental agreements:	\$ <u>5,363,194.00</u>
Not-to-exceed amount prior to this supplemental agreement:	\$ <u>8,151,781.79</u>
Increased by this Supplemental Agreement:	\$ <u>110,250.00</u>
New not-to-exceed amount including all supplemental agreements:	\$ <u>8,262,031.79</u>

3. Consultant 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 Consultant for any and all direct and indirect costs that may be incurred by Consultant 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 Consultant. The time for the performance of the Agreement is unchanged by 0.00 day(s) by reason of the performance of the work required by this Supplemental Agreement.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant 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 Consultant 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:

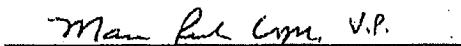
Project Manager

Approved as to Form By:



City Attorney

Approved By:



Consultant

Approved By:

City of Sacramento

Attested to By:

City Clerk

EXHIBIT A

SACRAMENTO INTERMODAL TRANSIT FACILITY & TRACK RELOCATION PROJECT

T15029000

11/23/2011

Description	Amount
Supplemental Agreement # 21	
PSA# 21.0	110,250.00
Supplemental No. 21 in the amount of \$110,250 to revise drawings, specifications, and the estimate for north and south access facilities to the West Tunnel, prepare drawings and specifications for the Amtrak Cart Storage Area, and provide additional environmental tasks.	
Tasks include the following:	
<ul style="list-style-type: none">- Refine Issued for Bid drawings.- Refine Issued for Bid Section 10 - Technical Specifications. The City will prepare all other Specification sections including the bid sheet.- DSA submittal including one meeting.- Building Department submittal.- Follow on work such as design changes, submittals and meetings with stakeholders, additional submittals and meetings with DSA, additional submittals to Building Department and comment responses, or submittal and/or meetings with any other entity or responding to any other comments shall be funded in a supplemental agreement subsequent to this supplement.	
<hr/> 1 Items	<hr/> Total Supplemental Agreement # 21 \$110,250.00



November 4, 2011

City of Sacramento
Intermodal Transit Facility and Track Relocation Project
Scope of Work – Supplemental Agreement #21

The City of Sacramento Agreement No. 2008-0034 with TranSystems covers services associated with pre-construction environmental process and design for the City of Sacramento's Track Relocation Project (T15029005). The contract is being funded in phases (environmental, preliminary engineering, final design). On January 22, 2008, the City authorized services with a fee amount of \$2,788,587.79. The current contract amount to date through Supplemental Agreement #20 is \$8,151,781.79. This supplement is to refine Issued for Bid Drawings and Specifications for north and south access facilities to the West Tunnel and to prepare drawings and specifications for City Parking Lot W, CSRM parking lot improvements, and 2nd and I Street intersection improvements. The City intends to authorize these design tasks in the amount of \$110,250.00 under this Supplemental Agreement #21.

Tasks include the following for all Elements:

- Refine Issued for Bid drawings.
- Refine Issued for Bid Section 10 – Technical Specifications. The City will prepare all other Specification sections including the bid sheet.
- DSA submittal including one meeting.
- Building Department submittal.
- Follow on work such as design changes, submittals and meetings with stakeholders, additional submittals and meetings with DSA, additional submittals to Building Department and comment responses, or submittal and/or meetings with any other entity or responding to any other comments shall be funded in a supplemental agreement subsequent to this supplement.

Elements:

West Tunnel Ramps

- North and south access facilities to West Tunnel

City Parking Lot W Improvements - new scope per City's direction

- Seal coat
- Restriping
- Lighting
- Electrical
 - Meter and utility requirements coordination with City
- Paving
- Pay machine kiosk relocation
- Signage relocation
- Grading
- Existing tunnel portal removal
- Historic marker design and coordination

CSRM Parking Lot Improvements – new scope per City's direction

- Seal coat
- Restriping
- Lighting
- Electrical
 - Meter and utility requirements coordination with CSRM
- Paving
- Grading
- Purple martin structure relocation

Intersection Improvements at 2nd and I Streets – new scope per City's direction

- New crosswalks
- New curb cuts
- New sidewalk
- Historic tree and root preservation
- Street signage
- Lighting
- Electrical
 - Meter and utility requirements coordination with City

Assumptions:

- This scope assumes construction of the West Tunnel is substantially complete prior to construction of this project.
- Landscaping and irrigation to be done by others.
- All Elements in Issued for Bid Drawing and Specifications will be in base bid. Dividing base bid into bid alternatives shall be funded in a supplemental agreement subsequent to this supplement.
- This supplement does not include any revisions to the Issued for Construction Track Relocation drawings.
- Support during Bid Phase, Issued for Construction drawings and specifications, and support during Construction Phase is not part of this supplement.

Total Estimated Fees for Supplemental Agreement #21: \$110,250.

**ALLOCATION TO CITY OF SACRAMENTO
FOR FEDERAL FISCAL YEAR 2009
SECTION 5309 REGIONAL SURFACE TRANSPORTATION
PROGRAM AND URBANIZED AREA FORMULA FUNDS
CDFA 20.500**

Pursuant to Article 2 of the Agreement to Provide Section 5309 FTA Grant Funds to the City of Sacramento (CITY) dated July 30, 2008, whereby CITY is eligible to receive funding made available under 49 U.S.C. Section 5309 ("Section 5309") from the U.S. Department of Transportation, Federal Transit Administration ("FTA"), as amended, the parties agree as follows:

- A. RT will allocate to CITY Section 5309 funds for FY2009 in the amount of \$1,580,040. The term "FY" refers to the Federal fiscal year ending September 30.
- B. CITY must comply with all of the terms and conditions set out in FTA Grant No. CA-04-0013-04, a copy of which is attached as Exhibit 1, along with the referenced Certifications and Assurances applicable to this Project, which are attached as Appendix A and incorporated herein by this reference.
- C. RT's allocation of Section 5309 funds in future fiscal years is subject to the approval of the RT Board of Directors and FTA.

CITY OF SACRAMENTO

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
John F. Shirey
City Manager

By: Michael R. Wiley
MICHAEL R. WILEY
General Manager/CEO

Date: _____

Date: Sept. 29 2011

Approved as to Legal Form:

Approved as to Legal Form:

By: [Signature]
City Attorney

By: [Signature]
BRUCE A. BEHRENS
Chief Legal Counsel