



# City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 3/6/2012

**Report Type:** Consent

**Title: Agreements: I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000)**

**Report ID:** 2012-00124

**Location:** Along Interstate 5, one mile south of Pocket Road/Meadowview Road in the Pocket and Airport Meadowview Planning Areas. (Districts 7 and 8)

**Recommendation:** Pass a Motion: 1) authorizing the City Manager or his designee to execute an agreement with the Sacramento Municipal Utility District (SMUD) in an amount not to exceed \$108,799; 2) authorizing the City Manager or his designee to execute Supplemental Agreement No. 6 to City Agreement No. 2007-0406-A with Mark Thomas and Company, Inc. in an amount not to exceed \$148,000; and 3) resetting the City Manager's authority to issue Supplemental Agreements for City Agreement No. 2007-0406-A.

**Contact:** Nader Kamal, Special Projects Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Transportation

**Presenter:** None

**Department:** Transportation Department

**Division:** Civil & Electrical Design

**Dept ID:** 15001131

## Attachments:

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- 1- Description/Analysis
- 2 - Background
- 3 - Exhibit A - Location Map
- 4- SMUD Utility Agreement
- 5 - SA Mark Thomas

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### City Attorney Review

Approved as to Form  
Jerry Hicks  
2/17/2012 4:31:46 PM

### City Treasurer Review

Reviewed for Impact on Cash and Debt  
Russell Fehr  
2/14/2012 6:17:06 PM

## Approvals/Acknowledgements

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Eileen Teichert, City Attorney

Shirley Concolino, City Clerk  
John F. Shirey, City Manager

Russell Fehr, City Treasurer

Department Director or Designee: Jerry Way - 2/16/2012 8:54:38 AM

## Description/Analysis

**Issue:** The I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000) extends Cosumnes River Boulevard from its westerly terminus at Franklin Boulevard to an at-grade intersection with Freeport Boulevard, and includes the construction of a new interchange at I-5 and a new bridge crossing over Morrison Creek and Union Pacific Railroad (UPRR).

An Agreement with SMUD is needed for the relocation and removal of poles at several locations. Supplemental Agreement No. 6 with Mark Thomas is needed to complete final design and coordinate with Caltrans and other agencies to move the project forward to construction.

**Policy Considerations:** The proposed City Council action is consistent with the City's Strategic Plan goals of improving the transportation system, enhancing livability, and expanding economic development throughout the city.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** The project final Environmental Impact Report was approved by City Council on May 15, 2007. National Environmental Policy Act (NEPA) was approved by the Federal Highway Administration (FHWA) on October 5, 2007.

**Sustainability Considerations:** The project will improve access, provide route continuity, and reduce overall vehicle miles traveled in the south area of Sacramento. The project will construct new sidewalks and bike lanes which will increase the use of alternate modes of commuting. The project will also increase the City's urban forest canopy and create an environment more conducive to pedestrian and bicycle trips, thereby encouraging the use of alternate modes of transportation. All of these considerations and improvements are consistent with City's sustainability goals.

**Other:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The agreements are necessary to relocate utilities, finalize the design and move forward with construction.

**Financial Considerations:** The current project budget is \$12,862,630 consisting of state, federal, and local transportation funds. There are no general funds planned or allocated for this project. As of January 31, 2012, the I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000) has an unobligated balance of \$1,118,755, which is sufficient to execute an agreement with SMUD in the amount of \$108,799 and execute Supplemental Agreement No. 6 with Mark Thomas and Company, Inc. in an amount not to exceed \$148,000.

**Emerging Small Business Development (ESBD): Emerging Small Business Development (ESBD):** The I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000) has federal funding and requires conformance with project participation guidelines for Disadvantaged Business Enterprise (DBE)/ Underutilized Disadvantaged Business Enterprises (UDBE) program requirements, therefore, the ESBD requirements are held in abeyance. Mark Thomas and Company, Inc. met the UDBE goal by pledging 9.28%.

## Attachment 1

### Background

The City and Sacramento Municipal Utility District (SMUD) wish to enter into an agreement in the amount of \$108,799 to compensate SMUD for the relocation and removal of poles and overhead lines in conflict with the proposed Cosumnes River Boulevard. The total cost to relocate SMUD poles is \$163,117, City share is \$108,799 and SMUD's share is \$54,318. This agreement is necessary in order to obtain the right of way certification needed prior to project bid advertisement and construction of the I-5/Cosumnes River Boulevard Extension and Interchange Project (T15018000). This agreement is contingent on reaching agreement on the supplemental agreement with SMUD.

On April 15, 2008, the City executed an Assignment and Assumption Agreement with M & H Realty Partner VI, L.P., SunCal Delta Shores, LLC, and Mark Thomas and Company, Inc. which allowed the City to assume the consultant agreement with Mark Thomas and Company, Inc. from the Developers of Delta Shores in order to complete the engineering design for the Project. Supplemental Agreement (SA) No. 1 and SA No. 2 which was approved by Council on January 6, 2009, were needed to comply with new requirements of approving agencies, provide additional services that were not included in the original scope of work, meet project timelines, and compensate for extra efforts needed to coordinate with the development of Delta Shores. SA No. 3 and No. 4 extended the contract duration and had no monetary compensation.

SA No. 5 in the amount of \$150,000 was approved on January 13, 2012 and was needed to restart and complete the final design and coordinate with Caltrans and other agencies to move the project forward. After reviewing other additional work items in detail, SA No. 6 in the amount of \$148,000 is needed to complete the 100% Plans, Specifications and Estimate (PS&E) and move the project to bid advertising.

Bid advertising for the project is anticipated in summer 2012.



# EXHIBIT A

## Location Map for I-5/COSUMNES RIVER BOULEVARD EXTENSION AND INTERCHANGE PROJECT (PN: T15018000)



**Project Location**

Department of **TRANSPORTATION**  
City of Sacramento

Map Contact: S. Tobin  
Map Date: March, 2008

0 750 1,500 3,000 4,500 6,000 Feet





	<u>Dist</u> 03	<u>Co</u> SAC	<u>Rte</u> 5	<u>PM</u> PM12.04-16.15	<u>EA</u> 1C5201
	Federal Aid No.: <b>STPL-5002 (103)</b>				
CITY OF SACRAMENTO	Owner's File: <b>SO# 30068872 &amp; 30068873</b>				
	FEDERAL PARTICIPATION: On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
	On the Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

**UTILITY AGREEMENT NO. 2457.4L                      DATE \_\_\_\_\_**

“The City of Sacramento acting by and through the Department of Transportation, hereinafter called “CITY” proposes to construct a new interchange and overcrossing at Interstate 5 and remove existing overhead structure (Stonecrest Ave.) and Sacramento Municipal Utility District (SMUD), hereinafter called “OWNER”, owns and maintains overhead 12kV electrical lines within the limits of STATE’S project that requires it to be relocated to accommodate STATE’S project.”

It is hereby mutually agreed that:

**I.            WORK TO BE DONE:**

“In accordance with Notice to Owner No. 2457.4L dated February 21, 2012, OWNER shall relocate their overhead 12kV electrical lines and 6 overhead poles at several locations as shown on Owner’s Plans. All work shall be performed substantially in accordance with OWNER’s Plan SO#30068872 and #30068873 dated September 26, 2008; September 26 2009; July 27, 2009 a copy of which is on file in the CITY’s Department of Transportation Office at 915 I Street, Room 2000, Sacramento, California. Deviations from the OWNER’s plan described above initiated by either the CITY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the CITY and acknowledged by the OWNER, will constitute an approved revision of the OWNER’s plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.”

**II.            LIABILITY FOR WORK:**

The existing facilities described in Section I above will be relocated at 66.7% CITY expense and 33.3% OWNER expense in accordance the following proration:

Total Job Cost: \$163,117.18  
 CITY Liability: \$108,799.16  
 OWNER Liability: \$54,318.02

There are a total of 6 poles to be relocated, 4 within SMUD easements and 2 in State R/W (Freeport Blvd.). All costs associated with the relocations are due to pole relocations, therefore 1/3 of the total relocation costs are SMUD liability.

**III.            PERFORMANCE OF WORK:**

“OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER’s contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.”

"Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines."

"Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above."

#### IV. PAYMENT FOR WORK:

"The CITY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable."

"It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the CITY for the "used life" or accumulated depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER."

"Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement."

"The OWNER shall submit a final bill to the CITY within 360 days after the completion of the work described in Section I above. If the CITY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and CITY has delivered to OWNER fully executed Easement Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, CITY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the CITY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the City Council."

"The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by CITY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the City Council."

"In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of CITY."

"Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by CITY, STATE and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent CITY, STATE and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse CITY upon receipt of CITY billing.

V. GENERAL CONDITIONS:

"All costs accrued by OWNER as a result of CITY's request of 06/24/08 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement."

"If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement."

"All obligations of CITY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission."

"OWNER shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein."

"It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the CITY and the OWNER pursuant to STATE law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or STATE regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645."

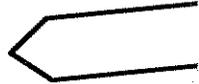
**UTILITY AGREEMENT (Cont.)**

RW 13-5 (REV 4/2000)

UTILITY AGREEMENT NO. 2457.4L

The estimated cost to CITY for its share (66.7%) of the above described work is \$108,799.16.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.



CITY OF SACRAMENTO:

OWNER:

By: [Signature]  
For John F. Shirey  
City Manager  
Date

By: \_\_\_\_\_  
Doris Guelzow  
Line Design Supervisor, SMUD  
Date

By: [Signature] 2/27/2012  
City Attorney  
Date

By: \_\_\_\_\_  
City Clerk  
Date

RECOMMENDED:

By: [Signature]  
Nader Kamal  
Project Manager  
Date



City of Sacramento  
**SUPPLEMENTAL AGREEMENT**

Contract #: 2007-0406-6

Date: 02/06/12

Purchase Order #: 0000001795

Supplemental Agreement #: 6

Job#: T15018000

Project Title: I-5/Cosumnes Boulevard Extension and Interchange Project

The City of Sacramento ("City") and Mark Thomas & Company ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2007-0406 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 \$148,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	<u>\$2,930,117.00</u>
The net change by previous Supplemental Agreements:	<u>\$722,712.00</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$3,652,829.00</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$148,000.00</u>
The new not-to-exceed amount including all Supplemental Agreements:	<u>\$3,800,829.00</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 Working 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:

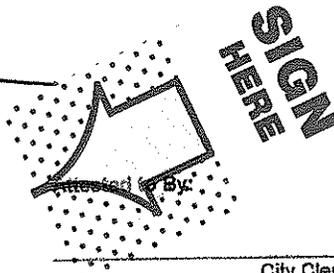
Nader Kamal  
Project Manager

Approved as to Form By:

[Signature]  
City Attorney

Approved By:

[Signature]  
Contractor



Approved By:

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

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

**Exhibit A**  
**I-5/Cosumnes Boulevard Extension and Interchange Project**  
**2007-0406**  
*02/06/12*

<i>Description</i>	<i>Amount</i>
<b>Supplemental Agreement #6</b>	
PCO # 10.0 Client Initiated Changes	\$148,000.00
02/06/12 See attachement A	
1 Items	Total for Change Order # 6
	<b>\$148,000.00</b>

1 Items	Total for Contract # 2007-0406	<b>\$148,000.00</b>
<i>Totals By Reason</i>	Changed/Unforeseen Conditions	\$0.00
	Changes to Bid Documents	\$0.00
	Client Initiated Changes	<b>\$148,000.00</b>

Attachment A



**MARK THOMAS & COMPANY, INC.**  
Providing Engineering, Surveying and Planning Services

February 6, 2012

Mr. Nader Kamal  
Department of Transportation  
915 I Street, Room 2000  
Sacramento, CA 95814

**RE: PROPOSAL FOR EXTRA WORK NO. 6 FOR COSUMNES RIVER BLVD PS&E**

Dear Mr. Kamal:

**OFFICES**

Cupertino  
Fresno  
Pleasanton  
Sacramento  
Salinas  
San Jose  
San Mateo  
County  
Walnut Creek

The MTCO team has had the opportunity to review the status of the project, after being placed on hold in 2009, and we are requesting additional compensation to complete the necessary exhibits, agreements, right of way coordination, and include an additional City of Sacramento and Caltrans review between the 100% submittal and the bid package. The tasks and budget required to perform this additional work is as follows:

**Task 1.0 Morrison Creek Overhead Structure Design and Plans**

AECOM will incorporate the 100% comments to prepare the project bid set. This will primarily include review of Regional Transit's overhead structure approach embankments and abutments and adjust embankment limits as necessary.

Additional Fee:

AECOM \$10,000

**Task 2.0 Geotechnical and Foundation Reports**

Blackburn Consulting will incorporate comments to obtain Caltrans approval.

Additional Fee:

Blackburn Consulting \$5,000

**Task 4.0 Prepare SWPPP and File Notice of Intent**

ICF will coordinate with the City to obtain banks for the remaining mitigations.

Additional Fee:

ICF \$3,000

**Task 6.0 Project Management**

MTCO will continue to manage the project, which generally includes coordinating with our subconsultants, the City of Sacramento, Caltrans, SRCSD, FRWA and private utility companies. MTCO will coordinate, lead, and prepare agendas and meeting minutes for regularly scheduled coordination meetings.

Additional Fee:

Mark Thomas & Co \$35,000

**Task 7.0 Civil Design and Plans**

MTCO will incorporate the 100% plan comments and submit Bid Set plans for construction.

Additional Fee:

Mark Thomas & Co \$95,000

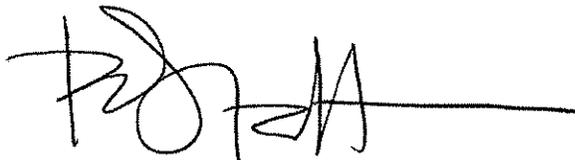
**A summary of the additional fees is included as follows:**

<b>Company</b>	<b>Fee</b>
AECOM	\$10,000
Blackburn Geotechnical	\$5,000
ICF International	\$3,000
MTCO (Management)	\$35,000
MTCO (Civil Design and Plans)	\$95,000
<b>Total</b>	<b>\$148,000</b>

Again we are excited to start work on this project again. If you have any questions regarding this proposal for extra work, please contact me or Matt Brogan of our office.

Sincerely,

**MARK THOMAS & COMPANY, INC.**



Robert A. Himes  
Principal / Vice President – Sacramento