



City of Sacramento City Council

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

Meeting Date: 6/19/2012

Report Type: Consent

Title: Change Order: Sacramento Intermodal Transportation Facility, Track Relocation Project (T15029000)

Report ID: 2012-00500

Location: Downtown near Sacramento Valley Station, between I Street Bridge and 7th Street, District 3

Recommendation: Pass a Resolution: 1) approving Change Order 8 to City Agreement No.2011-0467 with Granite Construction in an amount not to exceed \$1,958,133 ; 2) resetting the City Manager's authority for Granite Construction contract; 3) transferring \$189,989 from the 6th Street Bridges Project (T15098800) to the Sacramento Intermodal Project (T15029000); and 4) approving a funding agreement with Amtrak and appropriating \$100,000 for gate board signs.

Contact: Jon Blank, Supervising Engineer, (916) 808-7914; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Construction Inspect & Survey

Dept ID: 15001141

Attachments:

- 1- Description/Analysis
- 2 - Background Information
- 3 - Resolution
- 4 - Exhibit A - Location Map
- 5 - Exhibit B - City-Amtrak Funding Agreement
- 6 - Change Order

City Attorney Review

Approved as to Form
 Gerald Hicks
 6/8/2012 10:06:04 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
 Russell Fehr
 6/6/2012 9:49:49 AM

Approvals/Acknowledgements

Sandra Talbott, Interim City Attorney

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

Russell Fehr, City Treasurer

Department Director or Designee: Karen Shipley - 6/6/2012 2:49:22 PM

Description/Analysis

Issue: The Track Relocation Project, 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. This change order provides for changes and upgrades required by Union Pacific Railroad (UPRR) and the Rail Operators. This change order also reduces the allocation for soil remediation and provides compensation for removal and disposal of unsuitable soil, unforeseen objects, and other issues encountered during construction. The cost of this work is estimated and will be paid on a time and materials basis or as an agreed upon lump sum as indicated in the Change Order. The Amtrak-City funding agreement provides for a contribution of \$100,000 towards the cost of additional signage requested by the Operator.

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 Policy Act (NEPA): The Track Relocation, Phase I of the SITF Project is subject to review under both CEQA and 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: 1) UPRR has requested changes in the track design to meet UPRR standards; 2) the Rail Operators have requested additional gate board signs, CCTV cameras, and other amenities to improve the passenger facilities and increase security; 3) the excavation of the tunnels and station are complete, and the estimated amount to remediate impacted soil can be reduced from the original contract amount; and 4) the changes are necessary for the reasonable operation of the facilities and the timely completion of the project.

Financial Considerations: The Sacramento Intermodal Project (T15029000) includes a total expense budget of \$170 million consisting of federal, state, and local funds, of which \$23.9 million is currently unobligated. This project includes numerous sub-projects related to specific tasks, including some major activities currently under construction (e.g., Track Relocation, Depot Retrofit). In most instances, the budget and funding are allocated and restricted to specific activities. In order to manage funds restricted to specific uses and ensure adequate budget for specific tasks, these are administrative divided by budget into specific subtasks.

The 6th Street Bridges Project (T15098800) is complete. The \$189,989 balance of Measure A funds (Fund 2023) needs to be transferred to the Sacramento Intermodal Project (T15029000) to be spent on other intermodal activities.

Amtrak has agreed to provide a contribution toward the cost of providing additional electronic signs at the boarding gates (gate board signs), which includes software programming, electrical work, and other installation needs to make the station's electronic signage and public address systems functional. The \$100,000 of funding agreement will constitute approximately 25% of the work and is a welcome supplement. \$100,000 (Fund 3702) will be added to the Sacramento Intermodal Project (T15029000).

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.



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, Inland America 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 was awarded to Granite Construction 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 was selected as the most qualified respondent. For soil remediation, Vali Cooper will add Thomas Enterprises staff to their team due to their knowledge of the site's soil and ground water conditions. 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.

The handling of the soil will be performed by Granite Construction 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. The upgrades included in the change order are a result of that process.

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.

The 6th Street Bridges Project Bridges Project (T15098800) is complete. The \$189,989 balance of Measure A funds, originally slated for the Intermodal and related projects, will be returned to the Sacramento Intermodal Project (T15029000) to be spent on other intermodal activities.

RESOLUTION NO.

Adopted by the Sacramento City Council

CHANGE ORDER WITH GRANITE CONSTRUCTION FOR UNION PACIFIC RAILROAD REQUIRED CHANGES, RAIL OPERATOR UPGRADES, UNSUITABLE SOIL, AND REDUCTION IN SOIL REMEDIATION COSTS AND APPROVING A FUNDING AGREEMENT WITH AMTRAK AND APPROPRIATING THE FUNDS FOR GATE BOARD SIGNS

BACKGROUND

- A. The 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 as the lowest responsive and responsible bidder, and Granite's construction contract includes excavation and grading.
- C. UPRR has required track design changes, the rail operators have requested upgrades necessary for the reasonable operation and completion of the project, and the fueling system has been redesigned to ensure compliance with state environmental laws.
- D. The Change Order provides for stabilization of unsuitable material and removal of debris found during the excavation of the project, and reduces the estimated cost for remediation of impacted soil found during excavation.

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

- Section 1. The City Manager is authorized to execute Contract Change Order No. 8 (City Agreement No. 2011-0467) with Granite Construction for an amount not to exceed \$1,958,133 for the Track Relocation Project.
- Section 2. The City Manager's authority for the Granite Construction (City Agreement No. 2011-0467) is reset.
- Section 3. The City Manager is authorized to transfer \$189,989 (Fund 2023) from the 6th Street Bridges Project (T15098800) to the Sacramento Intermodal Project (T15029000).
- Section 4. The administrative authority for the Sacramento Intermodal Project (T15029000) is reset.

Section 5. The City Manager or his designee is authorized to execute a funding agreement with Amtrak for an amount of \$100,000 for the Track Relocation Project. \$100,000 (Fund 3702) is appropriated into the Sacramento Intermodal project (T15029000).

Section 6. Exhibits A and B are incorporated into and made part of this resolution.

Table of Contents:

Exhibit A – Location Map

Exhibit B – City-Amtrak Funding Agreement

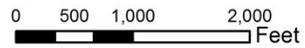


EXHIBIT A

Location Map for
SACRAMENTO INTERMODAL
TRANSPORTATION FACILITY (SITF)
(T15029000)



Map Date: MAY/12; Map Contact: S. Tobin



**AGREEMENT
BETWEEN CITY OF SACRAMENTO
AND NATIONAL RAILROAD PASSENGER CORPORATION
TO FUND THE PURCHASE AND INSTALLATION OF GATEBOARD SIGNS
AT THE
SACRAMENTO VALLEY STATION**

This agreement ("**Agreement**") is dated _____, 2012, and is between the CITY OF SACRAMENTO, a municipal corporation ("**CITY**"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, having offices at 60 Massachusetts Avenue, NE, Washington, DC 20002 ("**AMTRAK**"). The CITY and AMTRAK may be referred to collectively as the "**Parties**" or in the singular as "**Party**," as the context requires.

Background

S. Thomas Enterprises of Sacramento, LLC ("**Thomas**") was a prior owner of certain real property located in the City and County of Sacramento and commonly referred to as the Sacramento Railyards (the "**Property**"). On July 13, 2006, Thomas and the Union Pacific Railroad Company ("**UPRR**"), together with AMTRAK, the Capital Corridor Joint Powers Authority ("**CCJPA**"), and the State of California Department of Parks and Recreation ("**CSRM**") entered into that certain Track Relocation Agreement (the "**TRA**"). Thereafter, CITY and UPRR entered into that certain Construction Operation and Maintenance Agreement dated November 23, 2009, (the "**COMA**") pursuant to which the CITY assumed certain of Thomas' obligations under the TRA, as more particularly set forth in the COMA. The TRA and the COMA provided for, among other things, the right to relocate UPRR's freight and passenger tracks and facilities and the performance of certain other obligations by the CITY and UPRR with respect to such tracks and facilities (the "**Track Relocation Project**" or "**Project**").

On December 28, 2006, CITY acquired the existing Sacramento Valley Station located at 401 I Street in Sacramento, which is commonly referred to as the Depot Property or Parcel A. On February 28, 2011, CITY acquired an adjacent parcel of land known as Parcel B. Collectively Parcels A and B are referred to in this Agreement as the "**Intermodal Property**." An aerial photograph and a drawing of the Intermodal Property showing Parcels A and B marked Attachments A-1 and A-2 are attached hereto and made a part hereof. CITY will undertake construction of the Track Relocation Project within the Intermodal Property.

CITY undertook the design of the Track Relocation Project in consultation with CCJPA, UPRR, AMTRAK, and CSRM. The current design of the Track Relocation Project includes eight (8) gateboard signs (otherwise known as Passenger Information Display Systems or PIDS) in the central passenger tunnel. AMTRAK would like to increase the number of gateboard signs within the central passenger tunnel by eight (8) (the "**Additional Gateboard Signs**") and has agreed

that if it receives sufficient funding from CCJPA and the State of California, Department of Transportation (“Caltrans”), then it shall provide this funding to the CITY for the purchase and installation of the Additional Gateboard Signs as well as one air-conditioned cabinet, conduits and electrical wiring for the air-conditioned cabinet, and related hardware and software. A map of the central passenger tunnel where the Additional Gateboard Signs will be installed marked Attachment B is attached hereto and made a part hereof.

With these background facts in mind, the Parties agree as follows:

1. **AMTRAK FUNDING COMMITMENT.** AMTRAK shall provide a total of \$100,000 for the purchase and installation of the Additional Gateboard Signs as well as one air-conditioned cabinet, conduits and electrical wiring for the air-conditioned cabinet, and related hardware and software. The Additional Gateboard Signs shall be installed by the CITY in four Type E7d, double-sided floor mount signs. Each Type E7d, double-sided floor mount sign will have two 40”LCD displays mounted vertically one above the other per side and two video receivers, as shown in Attachment C which is attached hereto and made a part hereof. The specific make, model, and installed location of the air-conditioned cabinet is subject to agreement between the City and Amtrak. The Additional Gateboard Signs shall be installed and in operation prior to the public’s use of the central passenger tunnel and new passenger platforms, which is currently scheduled for July 28, 2012.
2. **DISBURSEMENT OF FUNDS.** AMTRAK shall disburse the \$100,000 no later than ninety (90) days after AMTRAK’s receipt of CITY’s detailed invoice that verifies that the work funded under this Agreement by AMTRAK has been completed and CITY has made payment to the Track Relocation Project contractor for such work. As a precondition of paying CITY’s invoice, AMTRAK may inspect the work and conduct all tests that are reasonably necessary to ensure that Additional Gateboard Signs have been installed properly and are functioning properly. Such inspection and testing shall be completed prior to the track cutover. Any approvals, reviews, or inspections of any nature by AMTRAK are for its own purposes and will not be construed as a warranty or assumption of liability on the part of AMTRAK.
3. **COST OVERRUNS.** It is understood and agreed that the AMTRAK Funding Commitment represents the full extent of AMTRAK’s obligation to contribute funds for the purchase and installation of the Additional Gateboard Signs and that AMTRAK will not be liable, responsible and/or expected to provide additional funding if there are any cost overruns or contractor claims related to the purchase and installation of the Additional Gateboard Signs.
4. **INSPECTION OF BOOKS AND RECORDS.** It is understood and agreed that AMTRAK shall have the right (and may grant the same right to Caltrans and CCJPA) to access, inspect and audit CITY’s (and its contractors’) books and records relating to the purchase and installation of the Additional Gateboard Signs upon reasonable notice, during the course of the Track Relocation Project and for 3 years after final completion.

5. **OWNERSHIP AND CONTROL OF ADDITIONAL GATEBOARD SIGNS.** This Agreement does not create in AMTRAK a property interest in the Additional Gateboard Signs, air-conditioned cabinet, conduit, electrical wiring, hardware, or software. The CITY will be the owner, but Amtrak will maintain and operate the system upon track cutover. City shall enforce any contractors' and/or manufacturers' warranties should covered defects and/or failures occur.
6. **NOTICES.** Notices to the Parties as provided by this Agreement shall be given by United States mail, postage prepaid as follows:

TO AMTRAK:

National Railroad Passenger Corporation
 530 Water Street, Fifth Floor
 Oakland, CA 94607
 Attn: Senior Director, State Partnerships

TO CITY:

City of Sacramento
 915 I Street, 5th Floor
 Sacramento, CA 95814
 Attn: City Manager

Notice will be deemed to have been served when it is deposited in the United States mail, postage prepaid, and addressed as above prescribed. Notwithstanding the foregoing, in the event either of the Parties provides notice to the other Party by means of electronic transmission, such notice will be deemed to have been served upon receipt by the sending Party of written or electronic acknowledgement of receipt thereof from the receiving Party.

7. **GOVERNING LAW AND VENUE.** This Agreement is governed by and will be construed in accordance with the laws of the California. Any litigation concerning this Agreement must be brought and prosecuted in the United States District Court for the Eastern District of California, Sacramento Division.
8. **SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned by either Party without the other Party's prior written consent. The obligations in this Agreement shall inure to and bind the successors of each Party.
9. **WARRANTIES AND REPRESENTATIONS.** Each person who signs this Agreement on behalf of a Party warrants and represents that he or she has the capacity and legal authority to execute this Agreement for that Party and to bind that Party to the obligations imposed on it by this Agreement.
10. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto other than permitted successors and assigns of a Party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party, including, without limitation, CCJPA and UPRR.
11. **ENTIRE AGREEMENT; MODIFICATION.** This document contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may

have had prior to the execution of this Agreement. No alteration of the terms of this Agreement will be valid unless approved in a writing signed by CITY and AMTRAK.

12. **COUNTERPARTS.** This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Facsimiles, pdfs and photocopies of signature pages of the Agreement shall have the same binding effect as originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first hereinabove written.

CITY OF SACRAMENTO

By: _____
John F. Shirey
City Manager

Dated: _____

Approved as to Form:

By: _____
Senior Deputy City Attorney

Attest:

By: _____
City Clerk

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Joseph McHugh, Vice President
Government Affairs and
Corporate Communications

Dated: 5/30/12

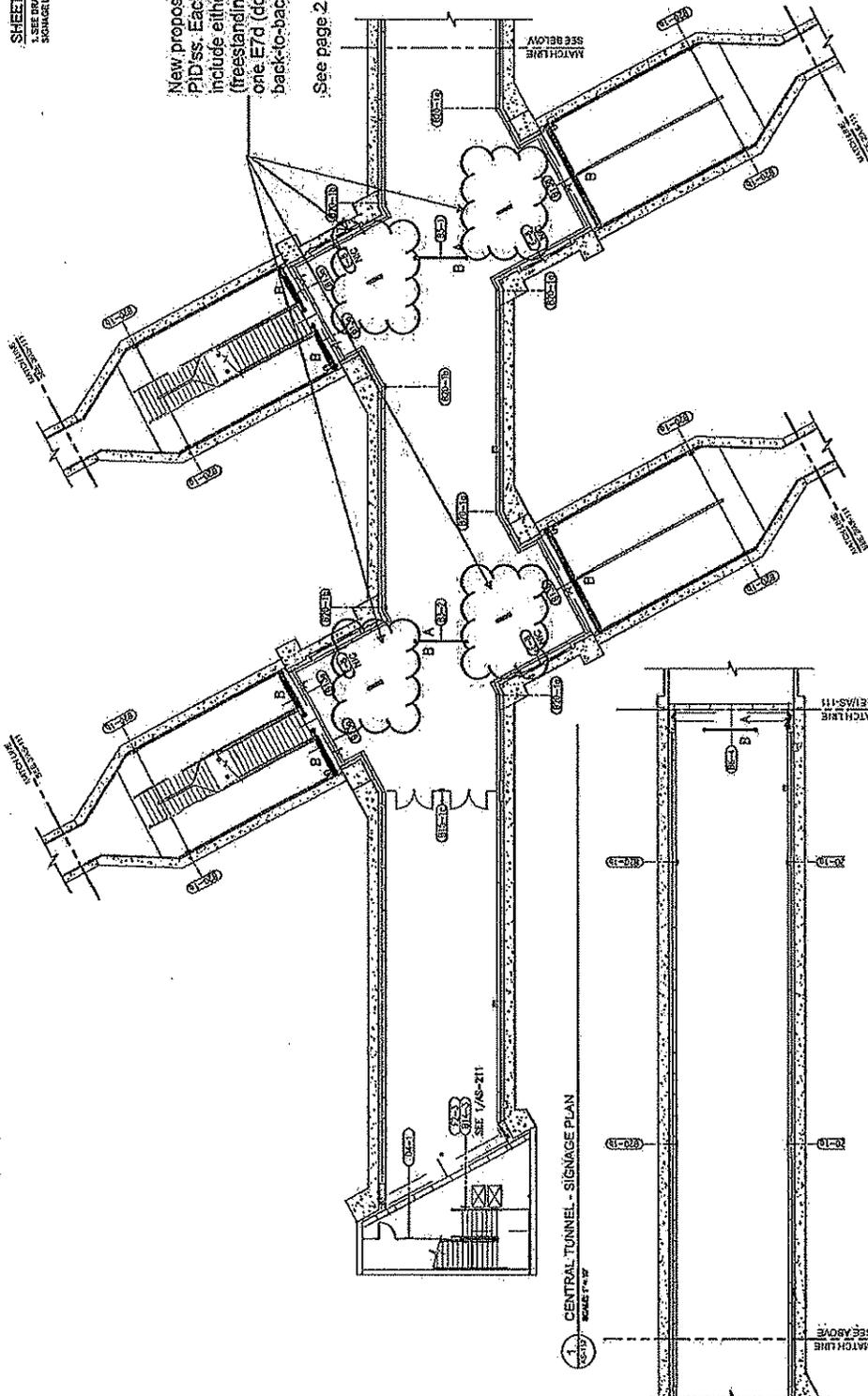
Approved as to Form:

By: _____
Amtrak Law Department

SHEET NOTES:
 1. SEE DRAWING AS-201 AND AS-202 FOR SIGNAGE LEGEND.

New proposed locations for PID'ss. Each location would include either two E4c's (freestanding double-sided) or one E7d (double-sided or two back-to-back).

See page 2



1. CENTRAL TUNNEL - SIGNAGE PLAN
 SCALE 1" = 30'

2. CENTRAL TUNNEL - SIGNAGE PLAN
 SCALE 1" = 15'



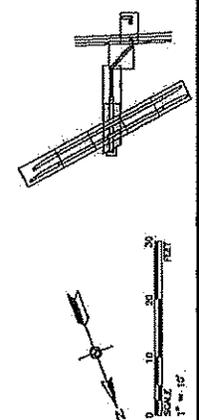
ROSEVILLE SERVICE UNIT
 MARTINEZ SUBDIVISION
 SACRAMENTO RAIL YARDS (air freight) PNT 15025005
 SACRAMENTO, CALIFORNIA
 PROJECT: SIGNAGE
 CONTRACTOR: CENTRAL TUNNEL PLAN AS-112

DESIGNED BY: JRD / JSY
 CHECKED BY: LKJ
 DATE: 11/11/11
 PROJECT NUMBER: 556 0-591



TransSystems
 222 H STREET
 OAKLAND, CALIFORNIA
 PH: 510.422.2222

REVISION	BY	DATE	SYTH	REASON FOR CONSTRUCTION - CHANGE SET	DESCRIPTION
0					





City of Sacramento
CHANGE ORDER

Project #: T15029006

Contract #: 2011-0467

Date: 6/4/2012

Purchase Order #:

Change Order #: 8

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:

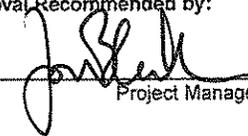
Description:

See Exhibit A

The original contract sum was	<u>\$41,470,620.00</u>
The net change by previous Change Orders was	<u>\$4,183,718.45</u>
The contract sum prior to this Change Order was	<u>\$45,654,338.45</u>
The contract sum will be increased by this Change Order	<u>\$1,958,132.48</u>
The new contract sum including all Change Orders	<u>\$47,612,470.93</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 time limit for completion of the work as said term is used in the contract between the City and the Contractor for the project.

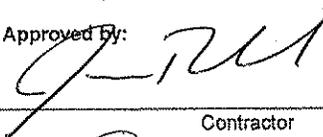
Approval Recommended by:


Project Manager

Approved by:

City of Sacramento

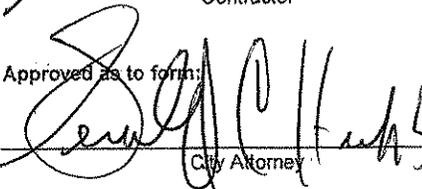
Approved By:


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
06/04/12

<i>Description</i>	<i>Amount</i>
Change Order #8	
PCO # 62.0 Changed/Unforeseen Conditions	\$132,000.00
06/04/12 "VCA PCO # 30: Unsuitable Soils at Central Tunnel: This change provide the labor, equipment, and materials required to mitigate differing site conditions encountered at the Central Tunnel invert and south ramp as well as adjacent track subgrade to stabilize unsuitable soils materially different from the surrounding areas and the log of test borings. Cost associated with this change 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 # 63.0 Changes to Bid Documents	\$87,884.00
06/04/12 VCA PCO #62 and #93 Fire waterline changes: Provides authorization for the labor, equipment and materials required to perform additional work as required by the City of Sacramento Fire Department to comply w/ NFPA standards. Costs associated with letter VC_109 shall be paid for as an agreed lump sum. All other costs associated with this change shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage." This change results in zero time impacts to the project.	
PCO # 64.0 Changes to Bid Documents	\$774,780.00
06/04/12 VCA PCO# 66. Concrete tie turnouts: Provides authorization for the labor, equipment and materials required to provide concrete tie turnouts that comply with UPRR standards and as requested by UPRR. This work shall be paid for in by agreed lump sum as per Contractor letter VC_073R1. This work is considered a change in character and complies with State Standard Specifications Section 4-1.03C. This item is a critical path item resulting in the Cutover date for Mainline Track Number One to be rescheduled to July 28,2012. If the Track Seasoning period is completed by August 12, 2012, there will be no additional days added to the completion date as part of this work.	
PCO # 67.0 Client Initiated Changes	\$29,641.52
06/04/12 VCA PCO # 70: Color to Underside of Canopies. This Change provides for the labor, equipment, and materials required to provide double-sided prefinished preformed metal roofing as directed in response to RFI 153. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0080R1. This change results in zero time impacts to the project.	
PCO # 68.0 Changes to Bid Documents	\$6,442.46
06/04/12 VCA PCO # 76: Fuel System Casing Materials. This Change provides for the labor, equipment, and materials required to provide and install 6" Ameron Fiberglass pipe in lieu of the specified 10" steel pipe between fuel cranes. The installation of the 6" Ameron Fiberglass pipe will enable the contractor to test the secondary containment pipe and install the specified and approved 3" flex fuel line. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0062R1. This change results in zero time impacts to the project.	
PCO # 69.0 Client Initiated Changes	\$6,500.00
06/04/12 VCA PCO # 88: Added Dowels at Depot Bus Turnaround. This Change provides for the labor, equipment, and materials required to provide and install load transfer dowels at the replacement concrete pavement for the bus turnaround at the Amtrak Depot. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0083. This change results in zero time impacts to the project.	
PCO # 70.0 Changed/Unforeseen Conditions	\$5,350.43
06/04/12 VCA PCO # 86: Reinstall SD system at Bercut (42" Water main). This Change provides for the labor, equipment, and materials required to remove and re-install the Storm Drain system as it was conflicting with the 42" Water main installation. Cost associated with this change 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 # 71.0	Client Initiated Changes	\$1,530.04
06/04/12	VCA PCO # 87: Cleaning Drainage Inlets at Depot parking Lot . This Change provides for the labor, equipment, and materials required to clean pre-contract debris within drainage inlets as requested by the City of Sacramento for Public Convenience. Cost associated with this change 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 # 72.0	Client Initiated Changes	\$422,955.00
06/04/12	VCA PCO # 99: Additional Electronic Signs in Central Tunnel. This Change provides for the labor, equipment, and materials required to provide and install conduits to four (4) locations in the two vestibule areas of the Central Tunnel and surface mounted conduit to one (1) ceiling location approximately fifty (50) feet south of the south ramp tunnel access. This change also provide for data and power conduits to the midway pavillon. Contractor will provide a full Turn-Key Electronic sign solutions based on the IDS-Amtrak Standard Solution and customized for the Sacramento Station. Additionally contractor will install power and communication conductors for nineteen (19) PIDS video display monitors in six (6) locations, this includes four (4) Type E7d double sided video displays with cast-in-place concrete pedestals with a single 4" twin brick band, one (1) double sided Type E-8b or E-7b ceiling mount video display and one (1), Type E7c Single Sided ceiling mount video display. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0099R3. This change is expect to result in zero time impacts to the project (dependent upon lead time to procure materials and access to install equipment in Depot Building). Time impacts related to this change order item shall be determined upon completion of the item.	
PCO # 73.0	Client Initiated Changes	\$106,203.00
06/04/12	VCA PCO # 101: Architectural Finishes. This Change provides for the labor, equipment, and materials required to modify the architectural finishes inside the Central Tunnel. Per the City's request, the Contractor will install a ¾" thick five color thin brick using the previously approved brick colors at the approved 5 brick blend percentage. This item includes additional wall prep and painting; and eliminates the anti graffiti coating and sandblasting. Additionally, the Contractor will revise the two (2) vestibule ceilings per the City's request. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0089 and VC_00103. This change results in zero time impacts to the project.	
PCO # 74.0	Changes to Bid Documents	\$5,421.15
06/04/12	VCA PCO # 102: Replace Pole Type B2-150 with A-250. This Change provides for the labor, equipment, and materials required to provide and install (1) Type B250 dual head pole light on top of ramp wall in place of (1) deleted Type B150 Wall Pak due to site condition conflicts per MWC. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0097R1. This change results in zero time impacts to the project.	
PCO # 75.0	Client Initiated Changes	\$10,690.88
06/04/12	VCA PCO # 103: Wayside Cabinet Connectors. This Change pays the contractor to reimburse Amtrak for providing Wayside cabinet connectors as these connector can only be purchased through Amtrak . The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0100R1. This change results in zero time impacts to the project.	
PCO # 76.0	Changed/Unforeseen Conditions	\$3,251.00
06/04/12	VCA PCO # 104: Unforeseen Conditions at West SMUD Boxes. This Change provides for the labor, equipment, and materials required for working around unforeseen objects, installing traffic rated lid, and removing an unmarked pipe conflicting with the proposed SMUD trench. The cost associated with this change is summarized in Contractor letter VC_0091 and VC_0113. Cost associated with this change shall be paid for in accordance with section 8-10, "Payment by Cost and Percentage," of the City Standard Specifications and or agreed upon lump sum. This change results in zero time impacts to the project.	
PCO # 77.0	Changes to Bid Documents	\$624,913.00
06/04/12	VCA PCO # 106: Double Switch Point Derails. Provides authorization for the labor, equipment and materials required to provide double switch point power derails that comply with UPRR standards and as requested by UPRR. Contractor shall install	

nine (9) 136 RE, concrete tie, double switch point derails. This work is considered a change in character and complies with State Standard Specifications Section 4-1.03C. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0072R1. If the track seasoning period is completed by August 12, 2012, there will be no additional days added to the completion date as part of this work.

PCO # 78.0	Client Initiated Changes	\$195,336.00
06/04/12	VCA PCO # 108: Additional CCTV Cameras. This Change provides for the labor, equipment, and materials required to furnish and install sixteen (16) Video Surveillance Cameras at the new platforms per Amtrak's request. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0098R2. This change results in zero time impacts to the project.	
PCO # 79.0	Changed/Unforeseen Conditions	\$1,953.00
06/04/12	VCA PCO # 109: Repair Damaged QWEST Line. This Change provides for the labor, equipment, and materials required to repair damaged QWEST lines at the east tie-in under 6th Street overcrossing. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0037. This change results in zero time impacts to the project.	
PCO # 80.0	Client Initiated Changes	\$281.00
06/04/12	VCA PCO # 116: Climb Guard Extension and West Tunnel Ladder Credit. This Change provides for the labor, equipment, and materials required to extend the climb guards down to the column base and a credit to delete the stationary ladder from the west tunnel. The cost associated with this change shall be paid as agreed lump sum included in Contractor letter VC_0102. This change results in zero time impacts to the project.	
PCO # 81.0	Changed/Unforeseen Conditions	(\$800,000.00)
06/04/12	"VCA PCO # 122: Reduce City PCO #5 Encumbrance. This Change reduces the funds encumbered on CCO #2, City PCO #5 (VCA PGO #5) by \$800,000. The new total encumbered for PCO #5 will be as follows: \$1,950,000 - \$800,000 = \$1,150,000. This change results in zero time impacts to the project."	
PCO # 82.0	Changes to Bid Documents	\$0.00
06/04/12	Amend the first paragraph of Section No.4 of the Project Special Provision such the Contractor shall diligently prosecute all work necessary for the scheduled mainline 1 track cut-over date of July 28, 2012. The cutover date has been extended due to changes required by UPRR, and the time to procure related materials. This change results in no liquidated damages being assessed by the City or by the Contractor pursuant to Paragraph 3 of Section No. 4; however, should the cutover be delayed past July 28, 2012, the City or Granite are subject to the liquidated damages pursuant to provisions of the contract.	
PCO # 83.0	Changed/Unforeseen Conditions	\$43,000.00
06/04/12	PCO # 73 Additional Buried Manmade objects found on 42" Water main installation . Change provides for the labor, equipment, and materials required to remove buried man-made objects encountered during the installation of the 42" waterline. Cost associated with this change 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 # 84.0	Changes to Bid Documents	\$300,000.00
06/04/12	PCO #117: Revisions to fueling system necessary to meet State laws. Change provides for an above ground storage tank necessary to define underground fuel lines as appurtenances and not as a linear underground storage tank. Cost associated with this shall be paid for in accordance with Section 8-10, "Payment by Cost and Percentage", of the City Standard Specifications and/or agreed lump sum. The change may result in time impacts (dependent on procurement of materials and time for installation), and dependent on meeting the cutover date of Track Mainline 1 which is scheduled for July 28, 2012. Time impacts related to this change order item shall be determined upon completion of the item.	

21	Items	Total for Change Order #	8	\$1,958,132.48
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21 Items	Total for Contract # 2011-0467	\$1,958,132.48
<i>Totals By Reason</i>	Changed/Unforeseen Conditions	(\$614,445.57)
	Changes to Bid Documents	\$1,799,440.61
	Client Initiated Changes	\$773,137.44