



# City of Sacramento City Council

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

**Meeting Date:** 12/11/2012

**Report Type:** Consent

**Title: Supplemental Agreements: Sacramento City College Pedestrian/Bicycle Overcrossing Project (T15065700)**

**Report ID:** 2012-00953

**Location:** The Sacramento City College Pedestrian/Bicycle Overcrossing Project (T15065700) is located over the Union Pacific Railroad on the segment of 12th Avenue on the Sacramento City College Campus, District 5

**Recommendation:** Pass a Motion: 1) authorizing the City Manager to execute Supplemental Agreement No. 1 with Sacramento Municipal Utility District (SMUD) in an amount not to exceed \$132,780; 2) authorizing the City Manager to execute Supplemental Agreement No. 7 with Drake Haglan and Associates in an amount not to exceed \$91,400; 3) ratifying Supplemental Agreements No. 3, 4, 5 and 6 to City Agreement 2010-0789 with Drake Haglan and Associates; 4) resetting the City Manager's authority to issue supplemental agreements for City Agreement 2010-0789; and 5) resetting the City Manager's authority to issue supplemental agreements for City Agreement 2012-0565.

**Contact:** Ofelia Avalos, Associate Civil Engineer, (916) 808-5515; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Civil & Electrical Design

**Dept ID:** 15001131

**Attachments:**

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- 1- Description/Analysis
  - 2 - Background Information
  - 3 - Exhibit A - Location Map
  - 4 - SMUD Agreement
  - 5 - Supplemental Agreement - Drake Haglan

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### City Attorney Review

Approved as to Form  
Gerald Hicks  
11/29/2012 3:45:42 PM

### City Treasurer Review

Reviewed for Impact on Cash and Debt  
Russell Fehr  
11/26/2012 9:49:53 AM

### Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 11/28/2012 8:32:43 AM

Sandra Talbott, Interim City Attorney

Shirley Concolino, City Clerk

John F. Shirey, City Manager

Russell Fehr, City Treasurer

## Description/Analysis

**Issue:** Supplemental Agreement No. 1 with SMUD is needed to relocate its 115 KV transmission pole to avoid conflicts with the future bridge installation. Supplemental Agreement No. 7 with Drake Haglan and Associates is for the additional work to re-design the east stairs due to required changes to the Curtis Park Village access road and perform additional potholing to locate underground utilities.

**Policy Considerations:** The action requested supports the City's Strategic Plan goals of improving the transportation system, expanding public safety, achieving sustainability through reduced dependence on the private automobile, and enhancing livability and economic vitality.

### Environmental Considerations:

**California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA):** The City adopted a Mitigated Negative Declaration (MND) in conformance with CEQA on December 8, 2009. On June 12, 2011, an amendment to the MND was adopted to incorporate the construction of a small section of sidewalk which will enhance pedestrian access to/from the bridge structure, and also to incorporate the relocation of a 21KV SMUD.

**Sustainability Considerations:** This project is consistent with Sustainability Master Plan goals to help to enhance the pedestrian facilities in the public right-of-way and to encourage bicycle and pedestrian trips.

**Commission/Committee Action:** No Commission or Committee activity has taken place or is required.

**Rationale for Recommendation:** The recommended actions will minimize construction claims and conflicts and are needed to finalize the design.

**Financial Considerations:** The Sacramento City College Pedestrian/Bicycle Overcrossing Project (T15065700) has a total budget of \$3,272,910 consisting of federal, state, and local transportation Prop 1B funds. As of November 13, 2012 the unobligated balance of \$1,015,483 is sufficient to execute Supplemental Agreement No. 1 in the amount of \$132,780 with SMUD, Supplemental Agreement No. 6 in the amount of \$91,400 with Drake Haglan and Associates and to cover staff costs for remaining design of the Sacramento City College Pedestrian/Bicycle Overcrossing Project.

No general funds are planned or allocated to this project.

**Emerging Small Business Development (ESBD):** The City's E/SBE goal is 20%. Drake Haglan and Associates has exceeded this goal.

## **Background:**

The Sacramento City College Pedestrian/Bicycle Overcrossing Project (T15065700) proposes to construct a new bicycle/pedestrian crossing that will extend from the Light Rail Transit (LRT) Station at Sacramento City College to the existing and proposed new neighborhoods east of the Union Pacific Railroad (UPRR) tracks. The new crossing will provide a safe and convenient route between the LRT station and the proposed Curtis Park Village residential/commercial development project and existing Curtis Park neighborhood.

The City and SMUD entered into an agreement for \$20,000 for engineering services to design and prepare a cost estimate for the relocation of SMUD transmission facilities. SMUD estimated its transmission relocation costs to be \$152,780. Supplemental Agreement No. 1 in the amount of \$132,780 will compensate SMUD for its estimated costs to design and construct the new 115 KV transmission pole. The undergrounding of the distribution line will be part of a separate agreement.

On May 15, 2012 Supplemental Agreements No. 1 and No. 2 with Drake Haglan and Associates were ratified.

Supplemental Agreement No. 3 in the amount of \$79,324 went before City Council on May 15, 2012 to compensate Drake Haglan and Associates for needed utility coordination, preparation of architectural details and utility potholing.

Supplemental Agreement No. 4 and No. 6 were needed to allow additional personnel to work on this project per the Local Assistance Procedures Manual. No additional funding was required with these supplemental agreements.

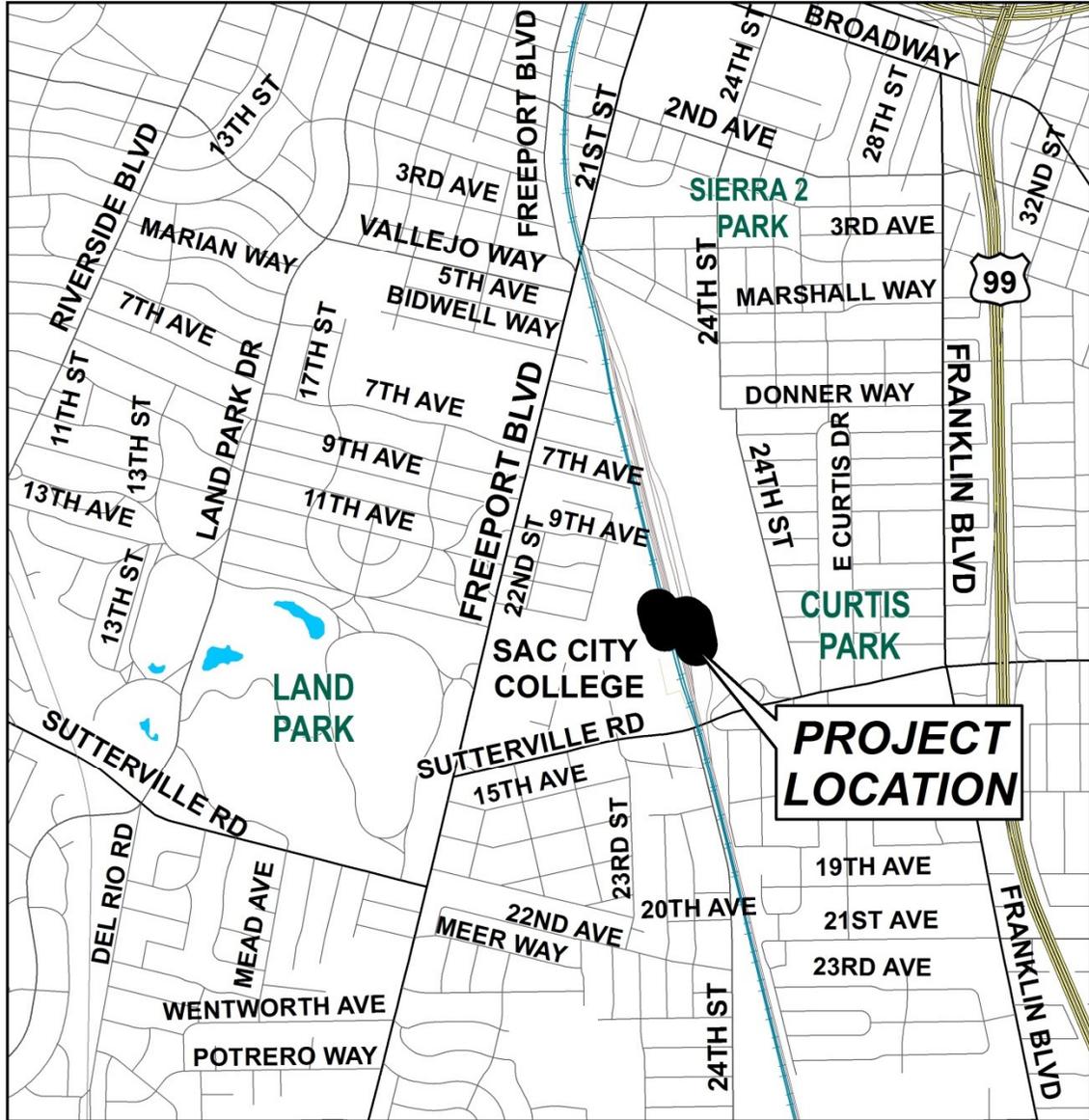
Supplemental Agreement No. 5 in the amount of \$94,579.12 added PGH Wong Engineering to provide design services for temporarily relocating the Regional Transit Overhead Catenary System (energized wires) during the construction of the bridge to provide the required clearance.

As the design has progressed, it has become clear that additional underground utilities will have to be relocated. Potholing will ensure that there are no conflicts or damage to these existing utilities during construction. Supplemental Agreement No. 7 in the amount of \$91,400 will compensate Drake Haglan and Associates for additional potholing, additional utility design for the storm drain/sewer system and for the modifications and re-design of the east ramp stairs due to the changes to the Curtis Park Village Development access road. As the development plans came to final review, a wider road was required to accommodate specific vehicles types which interfered with one of the proposed bridge columns.



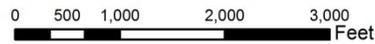
EXHIBIT A

Location Map for  
Sacramento City College  
Pedestrian/Bicycle Overcrossing Project  
(T15065700)



Public Works  
CITY OF SACRAMENTO

Map Contact: S. Tobin, Map Date: NOV.2012



## Amendment to Facilities Modification Agreement (2012-0565)

This amendment (Amendment) is entered into between the Sacramento Municipal Utility District (SMUD) and the City of Sacramento (City), parties to City agreement number 2012-0565 for the modification of SMUD transmission facilities for the 24<sup>th</sup> Street LRS/Bicycle Pedestrian Bridge Project (City project number T15065700) (Agreement). The Agreement is amended as follows:

1. Section 6 of the Agreement is hereby supplemented with the following additional sentences: If additional work outside of the project description, project footprint and normal work hours (example: weekend and night work) are required, all work shall cease and the City shall complete all environmental compliance work, including environmental mitigation requirements, prior to the start of any additional SMUD construction activities. SMUD shall comply with all environmental constraints and mitigation plan requirements.
2. Section 3 of the Agreement is stricken in its entirety and replaced with the following:
  3. **Relocation Work**
    - A. The Relocation Work includes the replacement of one (1) 115 kilovolt (kV) transmission pole identified as pole 1212 located along the Regional Transit (RT) right of way east of the Sacramento City Community College parking structure. The City will compensate SMUD for one-hundred percent (100%) of the costs incurred by SMUD to perform the Relocation Work. The City is financially responsible for all costs related to the Relocation Work including without limitation labor, materials, construction, administrative, overhead, engineering and sales taxes of labor and or materials, less any applicable credits. The City is not financially responsible for engineering or construction costs involving any betterment (as defined in 23 C.F.R. Part 645) to SMUD's facilities. SMUD preliminarily estimates this facility relocation cost at **one hundred and fifty two thousand seven hundred and eighty dollars (\$152,780)**. The parties acknowledge this estimate may change based on a number of factors, including but not limited to final engineering, design, labor and material costs. SMUD must promptly provide notice to the City if SMUD determines that it is likely that the final actual costs will exceed the foregoing estimate by more than 10% and at that time the City must agree to the cost increase through a written amendment to the Agreement. Should the City disagree with the actual cost valuation by SMUD, SMUD shall meet with the City within 15 business days to review the disputed costs. The City shall have the ability to review SMUD's audit and may

also perform an audit at its own expense. Notwithstanding the City's rights to perform the audit, the City shall bear all costs incurred by SMUD for the construction of its project.

- B. SMUD has proposed a schedule for performing the Relocation Work. Such schedule shall be subject to the City's concurrence and the parties' joint efforts to minimize any adverse affects of outages to either party during the construction phase. The City and SMUD agree to work expeditiously to meet each party's schedule objectives and constraints, which will include the following:
  - (1) SMUD construction shall occur during SMUD's off-peak load period, October 1 to April 1.
  - (2) The City's desired construction completion date is no later than January 18, 2013.
  - (3) The City desires that SMUD construction activities occur during the Sacramento City Community College winter semester recess.
- C. If the agreed-upon schedule cannot accommodate SMUD's outage constraint period and causes SMUD to incur material costs due to extended or delayed outages, SMUD reserves the right to seek additional appropriate compensation from the City, which the City agrees, is compensable costs and shall reimburse SMUD for the costs in their entirety.
- D. The City and SMUD agree to continue to work toward a mutually agreeable design for the City's project. If an amended mutual agreement has not been reached at the time of SMUD's planned construction date, SMUD construction will be delayed until such agreement is reached.
- E. SMUD shall submit an invoice to the City for each of SMUD's two (2) milestone payments for the project with an aggregate total equivalent to the amount described above in Paragraph A. The City agrees to milestone payments in which the total estimated amount described in Paragraph A above must be paid in full prior to the procurement of project materials. The milestone payment schedule is as follows:
  - (1) \$20,000 (already paid) upon the execution of the original Agreement for engineering services.
  - (2) \$132,780 due within 2 weeks of the execution of this Amendment for material procurements and construction costs including outside services. In the event that the City is unable to meet the required payment schedule, it shall provide evidence satisfactory to SMUD that it shall be responsible for reimbursement to SMUD for expenses that SMUD incurs to maintain current scheduled construction.
- F. The following are performance milestones that need to be met by both contract parties in order for a successful project outcome.

- (1) The City shall complete the construction of a joint trench prior to October 15th. Failure by the City to complete the required joint trench shall delay the scheduled construction. City shall be responsible for any and all costs for this delay and any related issues that arise as a result of the delay.
  - (2) SMUD will make a good-faith effort to perform the required facility modifications per the project schedule. To this end SMUD has planned construction under a primary and a backup construction window should weather prevent SMUD from performing said modifications in a safe and reliable manner. Should weather prevent work during both the primary and backup construction windows, the work will be rescheduled to a future mutually agreeable date.
  - (3) SMUD will coordinate two (2) track outages with Sacramento Regional Transit for the primary and backup construction windows. Should weather prevent work during the primary and backup construction windows, the track outages will also be rescheduled to a future mutually agreeable date.
  - (4) The City will obtain and pay all associated costs to acquire easements and rights required by SMUD to construct new facilities and to replace existing rights currently enjoyed by SMUD.
- G. The City acknowledges that, as practicable, SMUD plans to reuse existing materials or equipment as part of the replacement and anticipates that any material or equipment not re-used shall be scrap with zero (0) value. The value of credits for any salvage or scrap material will be determined in accordance with applicable records consistent with SMUD's business practices.
- H. Within a reasonable period of time (not to exceed 90 days) after SMUD completes the work under this Agreement, SMUD will furnish an accounting of final actual costs, itemizing material, billing rates and time expended, where applicable. The City shall pay any amount due within 30 days after receipt. In the event that SMUD's total actual costs for work performed under this Agreement are less than the amount pre-paid by the City under Paragraph E, SMUD will refund any excess to the City within 60 days after completion of work under this Agreement.
- I. Compensable costs are to be determined in accordance with SMUD's accounting policies and the uniform system of accounts prescribed by the Federal Energy Regulatory Commission (FERC).
- J. The City and SMUD agree that all operations and work performed by the City above or adjacent to SMUD's facilities and by SMUD adjacent to the project must be performed in a workmanlike and safe manner, in accordance with all applicable industry standards and government regulations, and in accordance with any restrictions and conditions that may reasonably be imposed by SMUD or the City from time to time. SMUD may, at its own expense, inspect any such

work for the sole purpose of ensuring that the City work does not negatively impact SMUD facilities. At any such inspections, SMUD shall inform the City of any concerns discovered in the course of such inspection.

- K. Prior to SMUD commencing construction, the City may terminate work under this Agreement, in whole in part, for its convenience upon giving, 30 days' advance written notice to SMUD. The City must pay SMUD for the costs of the work performed prior to the effective date of the termination and any costs incurred as a result of such termination in accordance with the provisions of this Agreement, but only to the extent the costs are not reasonably avoidable. If the prepayment by the City under Paragraph E exceeds SMUD's actual costs, SMUD will refund to the City, within 60 days after the effective date of the termination, the amount by which the payment exceeds SMUD's actual costs.
  - L. Once construction has started the City may **NOT** terminate work under this Agreement for any reason as this could have a severe negative impact on SMUD's operations and reliability.
  - M. In the event of a claim or dispute arising out of or related to this Agreement, both parties will make good faith efforts at resolution through negotiation.
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

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**CITY OF SACRAMENTO**

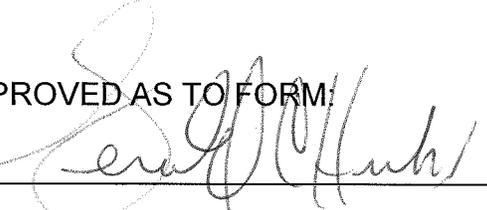
By: \_\_\_\_\_

Typed/Printed Name: John F. Shirey

City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:  \_\_\_\_\_

Typed/Printed Name: Gerald Hicks

City Attorney

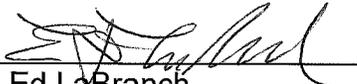
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

City Clerk

**SACRAMENTO MUNICIPAL UTILITY DISTRICT,**  
a municipal utility district

BY:  \_\_\_\_\_ Date 10/30/12

Name: Ed LaBranch  
Its: Manager, Line Assets



# City of Sacramento SUPPLEMENTAL AGREEMENT

Contract #: 2010-0789-7

Purchase Order #:

Supplemental Agreement #: 7

Job#: T15065700

Project Title: City College Light Rail Station Pedestrian/Bicycle Crossing

The City of Sacramento ("City") and Drake Haglan and Associates Inc., ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2010-0789 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 \$91,400.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$1,335,000.00
The net change by previous Supplemental Agreements:	\$332,203.12
The not-to-exceed amount prior to this Supplemental Agreements:	\$1,667,203.12
The contract sum will be increased by this Supplemental Agreement:	\$91,400.00
The new not-to-exceed amount including all Supplemental Agreements:	\$1,758,603.12

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:

*Olivia Avator*  
Project Manager

Approved as to Form By:

*[Signature]*  
City Attorney

Approved By:

*Cije Duh*  
Contractor

Approved By:

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

Date

Attested to By:

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

# Exhibit A

## City College Light Rail Station Pedestrian/Bicycle Crossing

2010-0789

11/15/12

<i>Description</i>	<i>Amount</i>
<b>Supplemental Agreement #7</b>	
<b>PCO # 7.0 Client Initiated Changes</b>	<b>\$91,400.00</b>
11/15/12 Attached is the additional scope of work for project management, east ramp modifications and re-design of the east stairs due to changes to the Curtis park Village access road. It also includes the design to relocate a portion of the existing storm drain/sewer system per the request of DOU and additional potholing.	
1 Items	Total for Change Order # 7 <u>\$91,400.00</u>
1 Items	Total for Contract # 2010-0789 <b>\$91,400.00</b>
<i>Totals By Reason</i>	<b>Changed/Unforeseen Conditions \$0.00</b> <b>Changes to Bid Documents \$0.00</b> <b>Client Initiated Changes \$91,400.00</b>



November 9, 2012

Ofelia Avalos  
 City of Sacramento  
 Department of Transportation  
 915 I Street, 2nd Floor  
 Sacramento, CA 95814

**SUBJECT: T15065700 - City College LRS Bridge- Project Fee Amendment Request  
 Amendment No. 6: East Stair Re-Design**

Dear Ms. Avalos:

As discussed, attached is a contract amendment request for the additional work described below. In general, the amendment request includes additional work for project management, east ramp modifications and re-design of the east stairs due to changes to the Curtis Park Village access road required by the City.

The amount of the requested amendment for the additional scope of work is \$91,400 which revises the current contract amount from \$1,667,203 to a total of \$1,758,603.

TASK	FIRM	AMOUNT
1.0 - PROJECT MANAGEMENT	Drake Haglan & Associates	\$5,295.98
4.1.2 - 90% PS&E	Drake Haglan & Associates	\$50,004.02
4.1.2 - 90% PS&E	Mark Thomas	\$12,000.00
4.1.2 - 90% PS&E	Blackburn	\$3,000.00
4.1.2 - 90% PS&E	Biggs Cardosa	\$8,500.00
4.7 - POTHOLING	Cardno Entrix	\$12,600
<b>TOTAL (NOT TO EXCEED)</b>		<b>\$91,400</b>

**TASK 1 - PROJECT MANAGEMENT - \$5,295.98**

This task accounts for additional project Management time in coordinating the changes associated with the revised roadway layout in Curtis Park Village. Also, includes attending one meeting at the City office and two conference calls with the City and Petrovich Development to coordinate the various layout issues.

**TASK 4.1.2 90% PS&E- \$73,304.02**

DHA had completed the design and details for the east stairs based upon information provided by Petrovich Developments for the access road adjacent to east ramp and stairs. This information was thought to be the latest information since no updated information had been provided. Subsequent to DHA completing the design, detailing, and the independent design check, it was discovered that the access road had been re-designed which rendered the original design obsolete since the supports where now located within the proposed roadway.

In assessing the impacts, DHA will need to investigate different alternatives for the ramp and stairs and determine a preferred alignment which meets both the City's requirements as well as accommodating the revised access roadway alignment. This modification will require the stair and bridge ramp structures to be lengthened. The bridge ramp structure lengthening requires some minor additional analysis and changes to multiple plan sheets.

The stair structure on the other hand requires a complete redesign due to the increased length and alignment modifications. Unfortunately, the increased length necessitates that a different structure type be used, which requires significant additional design work as well as having to create twelve additional stair plan sheets. Larger diameter piles will also be needed to resist the larger loads, including performing additional geotechnical analysis for the larger piles and revising the final foundation report to document the changes.

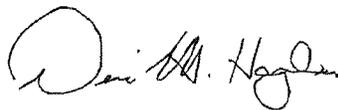
Based on comments received from the City Department of Utilities, relocating a portion of the existing storm drain/sewer system that currently drains into the manhole located between the westerly ramp structure is required by the Department of Utilities. This work was not anticipated since it was assumed that access to the existing manhole can be accommodated, but it was determined that rerouting the City's utility, it would be easier to maintain in the future.

**TASK 4.7 POTHOLING- \$12,800**

Based on the field information obtained during the 12<sup>th</sup> Avenue Modification Project, it has become apparent that additional potholing is required to identify additional utilities and revised alignments that were encountered on that project. CARDNO will perform Utility Potholing at up to 16 Locations to verify the location and alignment of the existing utilities encountered. .

If you have any questions or would like further clarification of any of these documents, please call me at your convenience.

Sincerely,



Dennis M. Haglan, P.E.  
Project Manager  
Drake Haglan & Associates

**ATTACHMENT A**

