

**Meeting Date:** 5/24/2016

**Report Type:** Consent

**Report ID:** 2016-00499

**Title: Supplemental Agreements: Master Services Agreements for Traffic Impact Studies**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or his designee to execute 1) a Supplemental Agreement No. 1 to City Agreement No. 2015-0845 with DKS Associates; 2) a Supplemental Agreement No.1 to City Agreement No. 2015- 0844 with Kimley Horn Associates; and 3) a Supplemental Agreement No. 2 to City Agreement No. 2015-0842 with Fehr and Peers in an amount not to exceed \$800,000 per year for each agreement.

**Contact:** Samar Hajeer, Senior Engineer, (916) 808-7808; Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Transportation Division

**Dept ID:** 15001911

**Attachments:**

- 1-Description/Analysis
- 2-Exhibit A - Kimley Horn Signed Agreement
- 3-Exhibit B - DKS Associates Signed Agreement
- 4-Exhibit C - Fehr & Peers Signed Agreement

---

**City Attorney Review**

Approved as to Form  
Gerald Hicks  
5/18/2016 11:37:08 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 5/6/2016 8:24:40 AM

## **Description/Analysis**

**Issue:** The City utilizes traffic engineering consultants to assist in evaluating the impact of development applications and transportation projects and to develop mitigation measures per environmental requirements. Consultants offer special expertise and software applications for modeling of future traffic conditions and evaluation of the City's roadway system.

There has been an increase in development applications that require the need to conduct traffic impact analysis and traffic management plans. The increase in the number of projects along with the complexity of the projects necessitates increasing the total amount per year specified in the original consultant agreements.

**Policy Considerations:** Outsourcing the traffic impact studies to consultants helps streamline the review of development applications and provide traffic studies for City projects.

## **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** Executing a supplemental agreement to an existing professional services agreement is not considered a project as defined by Section 15378(a) of the California Environmental Quality Act guidelines. The recommended action involves no physical construction or potential to cause significant impact to the environment.

**Sustainability Considerations:** Conducting traffic impact studies is consistent with the City's Sustainability Master Plan. It is aimed at addressing the goals and policies set forth in the City of Sacramento 2035 General Plan, Mobility Element by improving transportation infrastructure with streets that also encourages walking and cycling and minimizing impacts to the environment and neighborhoods.

**Commission/ Committee Action:** None.

**Rationale for Recommendation:** The approval of the proposed supplemental agreements will allow the city to continue to provide a timely traffic impact analysis of development applications and transportation projects.

**Financial Considerations:** All costs associated with consultant services will be funded from the individual project applicants for their development proposals or Capital Improvement Project (CIP) budget for city projects. The cost for services under the Supplemental Agreements will not exceed \$800,000 annually per firm. This is an on-call contract and the consultant(s) may or may not be called by the City to perform any services described in this agreement and therefore no compensation would be paid to the consultant(s) for the length of the agreement.

There will be no impact to the General Fund. Approval of the Supplemental Agreements will not result in any additional expense to the City.

**Local Business Enterprise (LBE):** There was a 5% LBE project participation requirement for this project. All three firms are local firms and will exceed the 5% requirement.



## Exhibit A

### Traffic Impact Studies 2015 (KHA) 2015-0844

<i>Description</i>	<i>Amount</i>
<b>Supplemental Agreement #1</b>	
<b>PCO # 1.0 Client Initiated Changes</b>	<b>\$800,000.00</b>
04/14/16      The Supplemental Agreement will add an additional \$800,000.00 to the existing Agreement. The scope of work remains unchanged.	
1 <b>Items</b>	<b>Total for Change Order # 1      \$800,000.00</b>

1 Change Orders	1 Items	Total for Contract # 2015-0844	\$800,000.00
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00
		Changes to Bid Documents	\$0.00
		Client Initiated Changes	\$800,000.00

**City of Sacramento  
SUPPLEMENTAL AGREEMENT**

Contract #: **2015-0845-1**

Purchase Order #:

**Supplemental Agreement #: 1**

Job#: **15001921**

Project Title: **Traffic Impact Studies 2015 (DKS)**

The City of Sacramento ("City") and DKS Associates, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-0845 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 \$800,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	_____	\$800,000.00
The net change by previous Supplemental Agreements:	_____	\$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	_____	\$800,000.00
The contract sum will be increased by this Supplemental Agreement:	_____	\$800,000.00
The new not-to-exceed amount including all Supplemental Agreements:	_____	\$1,600,000.00

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**

Samar Hajin  
Project Manager

**Approved as to Form By:**

[Signature]  
City Attorney

**Approved By:**

[Signature]  
Contractor

**Approved By:**

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

\_\_\_\_\_  
Executed Date

**Attested to By:**

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

# Exhibit A

## Traffic Impact Studies 2015 (DKS) 2015-0845

<i>Description</i>	<i>Amount</i>																
<b>Supplemental Agreement #1</b>																	
<b>PCO # 1.0 Client Initiated Changes</b>	\$800,000.00																
04/14/16      The Supplemental Agreement will add an additional \$800,000.00 to the existing Agreement. The scope of work remains unchanged.																	
1 <b>Items</b>	<b>Total for Change Order # 1      \$800,000.00</b>																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1    <b>Change Orders</b></td> <td style="width: 15%;">1    <b>Items</b></td> <td style="width: 40%;"><b>Total for Contract # 2015-0845</b></td> <td style="width: 15%; text-align: right;"><b>\$800,000.00</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>Totals By Reason</i></td> <td><b>Changed/Unforeseen Conditions</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2"></td> <td><b>Changes to Bid Documents</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td colspan="2"></td> <td><b>Client Initiated Changes</b></td> <td style="text-align: right;"><b>\$800,000.00</b></td> </tr> </table>		1 <b>Change Orders</b>	1 <b>Items</b>	<b>Total for Contract # 2015-0845</b>	<b>\$800,000.00</b>	<i>Totals By Reason</i>		<b>Changed/Unforeseen Conditions</b>	<b>\$0.00</b>			<b>Changes to Bid Documents</b>	<b>\$0.00</b>			<b>Client Initiated Changes</b>	<b>\$800,000.00</b>
1 <b>Change Orders</b>	1 <b>Items</b>	<b>Total for Contract # 2015-0845</b>	<b>\$800,000.00</b>														
<i>Totals By Reason</i>		<b>Changed/Unforeseen Conditions</b>	<b>\$0.00</b>														
		<b>Changes to Bid Documents</b>	<b>\$0.00</b>														
		<b>Client Initiated Changes</b>	<b>\$800,000.00</b>														

**City of Sacramento**  
**SUPPLEMENTAL AGREEMENT**

Contract #: **2015-0842-2**

Purchase Order #:

**Supplemental Agreement #: 2**

Job#: **15001921**

Project Title: **Traffic Impact Studies 2015 (F&P)**

The City of Sacramento ("City") and Fehr & Peers, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-0842 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 \$800,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$800,000.00
The net change by previous Supplemental Agreements:	\$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$800,000.00
The contract sum will be increased by this Supplemental Agreement:	\$800,000.00
The new not-to-exceed amount including all Supplemental Agreements:	\$1,600,000.00

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2; above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**

Samar Hajer  
Project Manager

**Approved as to Form By:**

[Signature]  
City Attorney

**Approved By:**

[Signature]  
Contractor

**Approved By:**

**Attested to By:**

City of Sacramento

Executed Date

City Clerk

(Rev. 07/16/08)

# Exhibit A

## Traffic Impact Studies 2015 (F&P) 2015-0842

<i>Description</i>	<i>Amount</i>
<b>Supplemental Agreement #2</b>	
<b>PCO # 2.0 Client Initiated Changes</b>	<b>\$800,000.00</b>
04/14/16      The Supplemental Agreement will add an additional \$800,000.00 to the existing Agreement. The scope of work remains unchanged.	
1 <b>Items</b>	<b>Total for Change Order # 2      \$800,000.00</b>

1 Change Orders	1 Items	Total for Contract # 2015-0842	\$800,000.00
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00
		Changes to Bid Documents	\$0.00
		Client Initiated Changes	\$800,000.00