

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: **Freeport Shores Pedestrian/Bicycle Trail / HC11**

Date: **4/3/06**

Purchase Order # : **1HC1100106**

Supplemental Agreement No.: **4**

The City of Sacramento ("City") and URS ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CA2000-106, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

See attached Exhibit A.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Consultant's fees and expenses, is increased by \$ 27,768.00 and said maximum not-to-exceed amount is amended as follows:

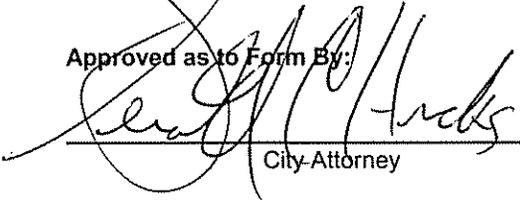
Agreement's original not-to-exceed amount:	\$ <u>190,127.06</u>
Net change by previous supplemental agreements:	\$ <u>18,166.66</u>
Not-to-exceed amount prior to this supplemental agreement:	\$ <u>208,293.72</u>
Increased by this Supplemental Agreement:	\$ <u>27,768.00</u>
New not-to-exceed amount including all supplemental agreements:	\$ <u>236,061.72</u>

3. Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Consultant. The time for the performance of the Agreement is increased by 183.00 day(s) by reason of the performance of the work required by this Supplemental Agreement.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

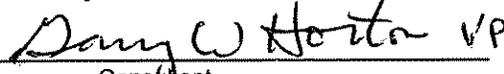
Approval Recommended by:


Project Manager

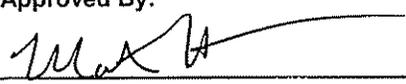
Approved as to Form By:


City Attorney

Approved By:


Consultant

Approved By:


Marty Hanneman, Assistant City Manager
For: Ray Kerridge, City Manager

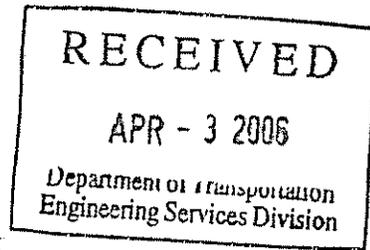
Attested to By:

City Clerk

EXHIBIT A
FREEPORT SHORES PEDESTRIAN/BICYCLE TRAIL

HC11
4/4/2006

Description		Amount
Supplemental Agreement # 4		
PSA# 1.0	Scope Change Provide additional engineering services as described per URS's letter dated 3/29/2006. The additional fee shall not exceed \$27,768. The fee shall include full and complete reimbursement and compensation for all additional services provided by URS and its sub-consultants as of todate. This Supplemental Agreement also serves as the final settlement of all URS' unpaid invoices incurred as of todate. The fee includes the optional services of Task No. 5 "Bidding Support" of \$3,500 and Task No. 6 "Construction Support" of \$3,960 respectively. Task No. 5 and Task No. 6 shall not proceed without the written authorization of the City. The Agreement is hereby extended to June 30, 2007.	27,768.00
1	Items	Total Supplemental Agreement # 4 \$27,768.00



March 29, 2006

Mr Ricky Chuck, Project Manager
City of Sacramento
Department of Public Works – Engineering Division
915 I Street, Room 2000
Sacramento, CA 95814

Subject: *Freeport Shores Pedestrian/Bicycle Trail Project
Project Contract Amendment Proposal*

Dear Ricky,

We appreciate the opportunity to submit our scope and fee for a contract amendment to revise and update the plans, specifications, and estimates for the referenced project.

We are pleased to provide the following itemization of the proposed approach and tasks to the request as a concise letter proposal:

1. Revise and Update Plans -This task consists of the efforts for URS staff to revise and update plans. Current needs include revisions to incorporate State Parks requirements to provide the 30 feet minimum clearance from centerline of the railroad tracks. It is anticipated that only the beginning segment of the trail alignment from the start of the alignment to approximate station 11+80 will be revised to provide the minimum clearance requirement. The proposed fence will be set 1 foot beyond the 30 feet clearance line. This task also includes those efforts reflected in the work completed to date. It is assumed that no changes are required and an exception to the 30 feet minimum clearance requirement will be provided near the at-grade crossing from approximate station 13+84 to the at-grade crossing.

The traffic signal plans will be revised to address the City Furnished signal equipment. The following are the anticipated changes to traffic signal plans:

- Revised the traffic signal plan to show that the City will furnish and the contractor will install the signal controller.
- Revised the Pole Schedule on the plans to show traffic signal standards to be furnished by the City.

One submittal of the revised plans is assumed. The submittal will contain three (3) sets of the revised plans (revised sheets only) for the City review and comments. The City will provide one set of written comments within two (2) weeks after the submittal. A final QA/QC of the complete project PS&E will be performed by URS Construction Management (CM) staff prior to project advertisement. One complete final full size (24" x 36") Mylar plan set will be submitted to City that will include updated Engineer Seals, dates, and City acceptance blocks.

The effort for this sub-task will be limited to a maximum value of \$13,653.

2. Update Engineer Estimates - URS staff will update and revise the construction quantities and cost estimates to reflect updated unit prices and quantities accordingly.

The effort for this sub-task will be limited to a maximum value of \$1710

3. Revise and Update Specifications - The Special Provisions will be updated and revised to reflect changes to time of completion and City furnished signal equipment requirements. The specification document will include an updated bid Proposal and Schedule of Values.

The effort for this sub-task will be limited to a maximum value of \$2450.

4. Project Management and Coordination – This task includes the direction of work, attendance of meetings in City Offices with City staff or other interested parties, project coordination with the City, and subconsultants, monitoring schedule and budget performance, and preparing progress reports for the City. It is assumed two (2) meetings (kickoff/field review and comments review) will be required.

The effort for this sub-task will be limited to a maximum value of \$2495.

5. Bidding Support (Optional) – The design team will provide assistance during the bidding period. We will be available to respond to contractor questions during the bidding process. Attend the Pre-Bid Meeting if necessary.

The effort for this sub-task is estimated to be \$3500. Due to the indeterminate and variability nature of the requirements for this task, additional efforts beyond those estimated above will be provided on a time and materials basis as approved by the City.

6. Construction Support (Optional) - The design team will be available to answer construction related questions for construction administration and respond to RFIs during construction. This will include the review of traffic signal equipment and material submittals.

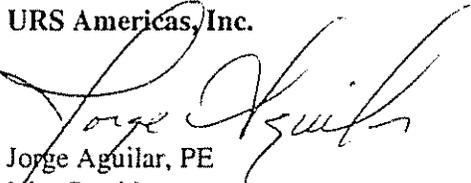
The effort for this sub-task is estimated to be \$3960. Due to the indeterminate and variability nature of the requirements for this task, additional efforts beyond those estimated above will be provided on a time and materials basis as approved by the City.

The total request for the required tasks (tasks 1-4) is a value not to exceed \$20,308. The total request for the optional tasks (tasks 5 and 6) is \$7460.

Thank you for your consideration and please do not hesitate to contact me if you have any questions.

Sincerely,

URS Americas, Inc.



Jorge Aguilar, PE
Vice President



Roseville California Office
2006 Schedule of Fees and Charges

The following describes the basis for compensation for service performed during the calendar year 2006

This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Service, including office, field and travel time, will be at the Unit Price Hourly rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Graduate Engineer, Surveyor, Scientist	\$78.50
Engineer, Surveyor, Scientist	\$102.50
Senior Engineer, Surveyor, Scientist	\$125.00
Project Engineer, Surveyor, Scientist	\$132.50
Project Manager	\$165.00
Principal Engineer, Surveyor, Scientist	\$175.00
Senior Project Manager	\$190.00
Program Director	\$210.00
Clerical	\$55.00
Project Assistant/Word Processor	\$75.00
Sr. Project Assistant / Controller	\$92.50
Technician/ CADD	\$92.50
Construction Inspector	\$102.50
Senior Technician/ CADD	\$102.50
2-Person Survey Party	\$220.00
3-Person Survey Party	\$300.00

When URS staff appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time will be charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings and depositions, will be charged at the standard labor rate.

URS LABORATORY SERVICES AND EQUIPMENT CHARGES

Charges for laboratory services and equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Subcontractors and Equipment Rental

The cost of services subcontracted by URS to others and other costs incurred by URS will be charged at cost plus 10%.

Survey Equipment and Supplies

The use of Global Positioning System (GPS) Receivers will be charged at \$150.00 per day per receiver. Normal survey stakes and other supplies are included in the hourly rate. Special type monuments will be charged at cost.

Construction Field Communications

The cost of communications including telephone, pagers, cell phones, network communications, facsimile will be charged at actual cost plus 10%.

Document Reproduction

In-house reproduction will be charged at \$.10 a page for 8.5" by 11" black and white, \$.20 a page for 11" by 17" black and white and \$1.50 a page for color.

Travel, Vehicles and Mileage

Field vehicles (pick-ups, vans, trucks, etc) used on project assignments will be charged at \$75.00 per day, \$375.00 per week or \$1,500 per month. Vanguard Survey Truck will be charged at \$800/day. The mileage charge for personal autos will be the then current mileage rate established by the Internal Revenue Service. Travel expenses will be billed at actual cost.

Prevailing Wage and Non-exempt Employees

URS survey crews are members of the Operating Engineers Local Union No. 3 and are subject to prevailing wage schedules. Survey party rates may be proportionally increased by the amount of the published wage change when changes to these rates occur. A 30% premium will be charged for all non-exempt employees working overtime hours.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.



March 7, 2006

Mr. Huey Nham
URS Corporation
1380 Lead Hill Boulevard, Suite 100
Roseville, CA 95661

Re: Proposal to Amend the Traffic Signal Plans, Special Provisions, and Estimate for the Freeport Shores Trail Project in the City of Sacramento

Dear Mr. Nham:

Fehr & Peers is pleased to submit this proposal to revise the plans, special provisions, and estimate for the traffic signal installation associated with the Freeport Shores Trail Project in the City of Sacramento. This proposal addresses the items identified by the City and URS in e-mails dated March 2 and March 3, 2006.

Exhibit A outlines our proposed scope of work. We propose to perform the work on a time and materials basis with a not-to-exceed limit of \$4,600, as shown on Exhibit B, including the optional tasks. Invoices will be submitted monthly and are due upon receipt.

We appreciate the opportunity to submit this proposal. Please do not hesitate to call me at (916) 773-1900 if you have any questions.

Sincerely,

FEHR & PEERS

A handwritten signature in cursive script that reads 'Kristin Calia'.

Kristin Calia, P.E.
Associate
C62461

A handwritten signature in cursive script that reads 'Alan D. Telford'.

Alan D. Telford, P.E.
Principal

P06-1626-RS

EXHIBIT A – SCOPE OF WORK

TASK 1: REVISE TRAFFIC SIGNAL PLANS, SPECIAL PROVISIONS, AND ESTIMATE

Fehr & Peers will prepare revised plans, special provisions, and estimate as follows:

- Revise the traffic signal plan to show that the City will furnish and the contractor will install the controller.
- Revise the Pole Schedule on the plans to show traffic signal standards to be furnished by the City
- Revise the special provisions to include City-furnished equipment and instruction for the contractor to install this equipment
- Update the construction quantities and cost estimate to reflect updated unit prices and the City-furnished equipment.
- Submit one full-size set of plans and one copy each of the special provisions and estimate to URS for submittal to the City
- Prepare one complete set of traffic signal plans on mylar with the changes identified above and updated engineer seals, dates, and City acceptance blocks.

TASK 2: BIDDING SUPPORT (OPTIONAL)

Fehr & Peers will provide assistance during the bidding period. We will be available to respond to contractor questions during the bidding process. A total of four hours is included in the fee estimate for this task

TASK 3: CONSTRUCTION SUPPORT (OPTIONAL)

Fehr & Peers will be available to respond to contractor questions and respond to RFIs during construction. We will review material submittals. A total of eight hours is included in the fee estimate for this task.

EXHIBIT B – HOURS AND FEE

	Task	Hours	Avg. Rate	Total
1	Revise Traffic Signal Plans, Special Provisions, and Estimate	16	\$150/hr.	\$2,400
2	Bidding Support (Optional)	4	\$150/hr.	\$600
3	Construction Support (Optional)	8	\$150/hr.	\$1,200
Total Labor		28		\$4,200
Other Direct Costs (i e , printing, travel, etc)				\$400
Total Fee				\$4,600