

Meeting Date: 12/17/2013

Report Type: Consent

Report ID: 2013-00897

Title: Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) – Approve Change Order No. 6, the First Amendment to City/Regional Transit South Sacramento Corridor Phase II Project, and Appropriate Funds

Location: Interstate 5, one mile south of Pocket Road/Meadowview Road, from Franklin Boulevard west to Freeport Boulevard, Districts 7 and 8

Issue: Approval of Change Order No. 6 and the First Amendment to the City/Regional Transit (RT) South Sacramento Corridor Phase II Project Agreement No. 2012-0228 are necessary to complete the project.

Recommendation: Pass a Resolution 1) authorizing the City Manager or his designee to execute Change Order No. 6 to City Agreement No. 2013-0023 with Teichert Construction in an amount not to exceed \$523,664 for the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000); 2) authorizing the City Manager to execute the First Amendment to the City/RT South Sacramento Corridor Phase II Project Agreement No. 2012-0228 in which the City will reimburse RT an amount of \$831,465 and RT will reimburse the City an amount of \$494,045; 3) appropriating \$494,045 in Regional Transit funding (Fund 3702) to the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000), 4) ratifying Change Order Nos. 3, 4 and 5 to City Agreement No. 2013-0023 with Teichert Construction; and 5) resetting the City Manager's change order authority for City Agreement No. 2013-0023.

Contact: Nader Kamal, Special Projects Engineer, (916) 808-7035; 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:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A - Location Map
- 5-Change Order No. 6 - Teichert
- 6-RT Agreement - First Amendment

City Attorney Review

Approved as to Form

Gerald Hicks

12/10/2013 3:00:09 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

12/9/2013 2:50:18 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 12/10/2013 9:45:08 AM

Description/Analysis

Issue: Change Order No. 6 in the amount of \$523,664 with Teichert Construction for the Cosumnes River Boulevard (CRB)/I-5 Interchange and Extension Project (T15018000) will compensate the contractor for work including installation of a Pacific Gas & Electric (PG&E) gas casing inside the CRB overcrossing, Freeport Regional Water Authority (FRWA) Fiber Optic Revisions, additional air quality mitigation fees, abandonment of an existing well, and additional base and surfacing removal. This additional work is needed to complete the project.

Approval of the First Amendment to the South Sacramento Corridor Phase II Project Agreement 2012-0228 between Regional Transit (RT) and the City allows the City and RT to reimburse each other for work completed by the City's project for RT and RT's project for the City. Having the work completed as outlined in the Agreement will minimize the City's cost for constructing work needed for the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000). The City's reimbursement to RT is estimated to be \$831,465. RT's reimbursement to the City is estimated to be \$494,045.

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

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA): The Project's mitigation and design are consistent with the Project's final approved Environmental Impact Statement/Final Environmental Impact Report. The Project's final Environmental Impact Report was approved by the City Council on May 15, 2007. The Environmental Impact Statement conforming to the NEPA was approved by the Federal Highway Administration (FHWA) on October 5, 2007.

Sustainability Considerations: The project will improve access, provide route continuity, and reduce overall vehicle miles traveled in the south area of Sacramento. The project will construct new sidewalks and bike lanes which will increase the use of alternate modes of commuting. The project will also increase the City's urban forest canopy and create an environment more conducive to

pedestrian and bicycle trips, thereby encouraging the use of alternate modes of transportation. All of these considerations and improvements are consistent with City's sustainability goals.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Approval of Change Order No. 6 and the First Amendment to the South Sacramento Corridor Phase II Project Agreement are necessary for project completion.

Financial Considerations: Based on Resolution 2012-342, dated October 2, 2012, the total current project budget is \$82,645,277 consisting of local, developer, state and federal transportation funds. To date, \$29,946,173 has been expended and staff anticipates an additional \$52,699,104 will be needed to complete the project. As of November 18, 2013 the unobligated balance is \$4,589,801. Approval of the appropriation of \$494,045 in RT funds to the project will increase the project budget to \$83,139,322 and increase the unobligated balance to \$5,083,846 which is sufficient to execute Change Order No. 6 in the not-to-exceed amount of \$523,664 with Teichert Construction, execute the First Amendment to the South Sacramento Corridor Phase II Project Agreement 2012-0228 in the amount of \$831,465, and cover all remaining construction and construction engineering costs.

There are no General Funds planned or allocated for this project.

Emerging and Small Business Enterprise (E/SBE): The Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) has federal construction funding and requires conformance with project participation guidelines for Disadvantaged Business Enterprise (DBE) program requirements. Therefore, the City's E/SBE Program requirements are held in abeyance. The DBE goal is 12.56%. Teichert Construction met the DBE goal by pledging 12.9%.

Background

The Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) extends Cosumnes River Boulevard from its westerly terminus at Franklin Boulevard to an at-grade intersection with Freeport Boulevard, and includes the construction of a new bridge crossing over Morrison Creek and Union Pacific Railroad (UPRR) and a new interchange at I-5. It will include 3.5 miles of new roadway consisting of 4 to 6 lanes of traffic, on-street bike lanes, 8-foot wide bifurcated sidewalks, street lights, and landscaping.

In addition to reducing traffic congestion along Mack Road, the new road extension will provide access to the Delta Shores development site which consists of 800 acres of retail, commercial, residential and mixed uses. The new extension will also parallel RT's new South Line Light Rail and provide direct access to two adjoining light rail transit stations.

Agreement with Teichert Construction

The project was advertised and bids were received on November 14, 2012. Teichert Construction was the lowest responsible bidder at \$56,880,722.60.

Change Order No. 1 with Teichert Construction in the amount of \$-0- was ratified by the City Council on June 11, 2013.

Change Order No. 2 with Teichert Construction in the amount of \$402,050 was approved by the City Council on June 11, 2013, to compensate the contractor for constructing the FRWA backup radio telemetry system.

Change Order No. 3 in the amount of \$93,886 compensated the contractor for paying the Sacramento Metropolitan Air Quality Management District (SMAQMD) air quality mitigation fee, installing 16" gate valves in lieu of the 16" butterfly valves requested by the Sacramento Regional County Sanitation District (SRCSD) and for extending several bid items.

Change Order No. 4 in the amount of \$83,047 compensated the contractor for the excavation, placement, installation and backfill of a Contech storm filter (8'x6') vault per the revised plans, removal and disposal of the plastic edge pipe, and for extending quantities of several bid items.

Change Order No. 5 in the amount of \$95,962 compensated the contractor for several changed and unforeseen conditions as well as changes to bid

documents including but not limited to altering K-rail layout on I-5, revised contour grading at Abutment #1 of the CRB overcrossing, removal of pipe in conflict with grading operations, and for extending quantities for several items.

Change Order No. 6 in the amount of \$523,664 will compensate the contractor for owner-initiated changes as well as several changed and unforeseen conditions including but not limited to installation of a PG&E gas casing inside the CRB overcrossing, FRWA Fiber Optic Revisions, additional air quality mitigation fees, abandoning of an existing well, and additional base and surfacing removal. The original contract documents did not have any provisions for installing a gas casing through the I-5 OC bridge structure. The installation of the 12" welded steel pipe (WSP) casing, which will be fully reimbursable by the private developer, will allow access to the site for a vital utility. The FRWA Fiber Optic revisions include changes to the Fiber Optic plans and specifications required by FRWA which results in placement of additional fiber optic cable and facilities. Air quality mitigation fees are required by SMAQMD based on actual equipment and hours of use calculations.

First Amendment to the City/RT South Sacramento Corridor Phase II (SSCP2) Project Agreement

RT is constructing a 4.3 mile extension of its light rail system from Meadowview Road south along the UPRR corridor; turning easterly and then along the Cosumnes River Boulevard to Bruceville Road; crossing over Cosumnes River Boulevard at Bruceville Road; and then southerly along Bruceville Road terminating at Cosumnes River College. The SSCP2 Project Agreement between RT and the City covers roles, responsibilities and costs as it relates to the Light Rail Extension Project including payment of City staff costs to review and approve plans and specifications and provide construction inspection. The City will reimburse RT for costs related to the construction of Cosumnes River Boulevard at RT's proposed Franklin Boulevard transit station. RT will reimburse the City for all costs related to the Light Rail Extension Project including payment of City staff costs to review and approve plans and specifications and provide construction inspection.

This first amendment to the Principal Agreement entered into on March 12, 2012, between the City and RT includes provisions related to construction of improvements required for the CRB Extension and clarifies maintenance responsibilities for two pedestrian bridges being built by RT. RT will maintain these bridges unless the City notices RT in writing that it wishes to

maintain them as part of their adoption into the City's off-street bike/pedestrian plan.

At the time the Principal Agreement was entered into, certain elements of the CRB Extension could be more efficiently constructed as part of RT's SSCP2 project, but the City could not commit funds at that time to have RT construct those elements. The City now has funding for the CRB Extension and desires to incorporate certain elements of the CRB Extension into RT's SSCP2 and RT desires to reimburse the City for a share of costs of improvements included in City's CRB Extension that benefit RT.

Construction of the City's project began in March 2013 and is scheduled to be completed by summer 2015.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVAL OF CHANGE ORDER NO. 6, FIRST AMENDMENT TO THE CITY/REGIONAL TRANSIT SOUTH SACRAMENTO CORRIDOR PHASE II PROJECT AGREEMENT NO. 2012-0228 AND APPROPRIATION OF SACRAMENTO REGIONAL TRANSIT (RT) FUNDS TO THE COSUMNES RIVER BOULEVARD/I-5 INTERCHANGE AND EXTENSION PROJECT (T15018000)

BACKGROUND

- A. The Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) extends Cosumnes River Boulevard from its westerly terminus at Franklin Boulevard to an at-grade intersection with Freeport Boulevard, and includes a new bridge crossing over Morrison Creek and Union Pacific Railroad (UPRR) as well as construction of a new interchange at I-5.
- B. It will include 3.5 miles of new roadway consisting of 4 to 6 lanes of traffic, on street bike lanes, 8-foot wide bifurcated sidewalks, street lights, and landscaping.
- C. In addition to reducing traffic congestion along Mack Road, the new road extension will provide access to the Delta Shores development site which consists of 800 acres of retail, commercial, residential, and mixed uses. The new extension will also parallel RT's new South Line Light Rail and provide direct access to two adjoining light rail transit stations.

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

- Section 1. Change Order No. 6 with Teichert Construction in an amount not to exceed \$523,664 for the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000) is approved.
- Section 2. The City Manager is authorized to execute the First Amendment to the City/RT South Sacramento Corridor Phase II Project Agreement No. 2012-0228 in which the City is to reimburse RT an estimated amount not to exceed \$831,465, and RT is to reimburse the City an estimated amount of \$494,045.

Section 3. The Fiscal Year 2013/14 CIP is amended by appropriating \$494,045 in RT Funding (Fund 3702) to the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000).

Section 4. Change Order Nos. 3, 4 and 5 to City Agreement No. 2013-0023 with Teichert Construction are ratified.

Section 5. The City Manager's change order authority is reset for the Cosumnes River Boulevard/I-5 Interchange and Extension Project (T15018000).

Section 6. Exhibit A is hereby incorporated as part of this Resolution.

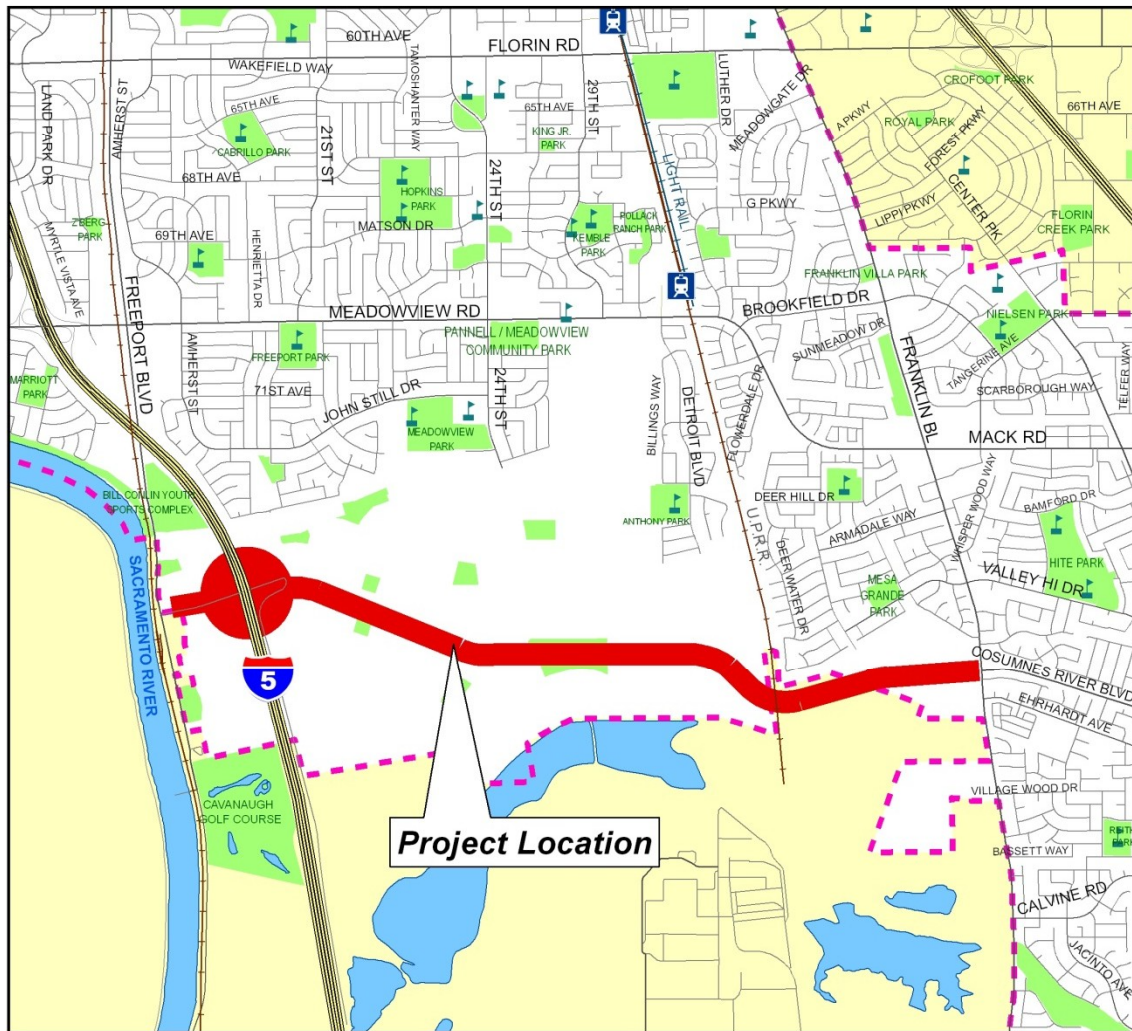
Table of Contents:

Exhibit A: Location Map

EXHIBIT A

Location Map for

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



Department of
TRANSPORTATION
City of Sacramento

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

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



City of Sacramento
CHANGE ORDER

Project #: T15018000

Contract #: 2013-0023

Purchase Order #:

Change Order #: 6

Sacramento, California

TO: Teichert Construction, Contractor

CONTRACT FOR: Consumnes River Blvd Extension

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	\$56,880,722.60
The net change by previous Change Orders was	\$674,910.16
The contract sum prior to this Change Order was	\$57,555,632.76
The contract sum will be increased by this Change Order	\$523,664.24
The new contract sum including all Change Orders	\$58,079,297.00

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 Working 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 timelimit 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:

Nadel Kamal
Project Manager

Approved by:

City of Sacramento

Dec. 17, 2013
Executed Date

Approved by:

Jon Gots
Contractor

Attested to by:

City Clerk

Approved as to form:

[Signature]
City Attorney

Exhibit A
Consumnes River Blvd Extension
2013-0023
11/21/13

<i>Description</i>	<i>Amount</i>
Change Order #6	
PCO # 39.0 Changed/Unforeseen Conditions	\$5,000.00
<p>11/21/13 CN 50 - Extra Work at Force Account: Contractor to install bird nest prevention at each column on Morrison Creek Bridge Bent 3 and 4, as determined by the Engineer, which will include but is not limited to: plywood at the top of column rebar cage, wrapping rebar cages with shrink wrap and any bird deterrent device to prevent future nesting. Estimate of Extra Work \$5,000.00 This contract change order will not affect contract time and no adjustment in contract time is provided. [400 - Federally Eligible]</p>	
PCO # 40.0 Client Initiated Changes	\$40,000.00
<p>11/21/13 CN 34 - Extra Work at Agreed Lump Sum. Remove 3186 CY of additional existing AC & AB surfacing (Base and Surfacing) not specifically shown on the contract plans at the following locations: - Stonecrest Ave and Beach Lake Road (Volume #1: Layout Sheets L1, L2, L3, L4, L7, and L8/ approximately 2272 CY) - Shoulders of NB & SB I-5 (Volume #1: Sheets X-2 and X-3/ approximately 371 CY) - Temporary Stonecrest Avenue bypass (Volume #1: Sheets SC-12, SC-13, SC-16/ approximately 543 CY) The Existing base and bituminous surfacing specified in this change order to be removed, shall be removed to a depth of at least 6 inches below the grade of the existing surfacing. Resulting holes and depressions shall be backfilled with earthy material selected from excavation to the lines and grade established by the Engineer. The material removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 15-2.03, "Disposal," of the Standard Specifications. Extra Work at Agreed Lump Sum Price..... \$40,000.00</p> <p>For this work, the contractor shall receive and accept \$40,000.00. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change. Payment indicated in this contract change order provides for full settlement and resolution to Notice of Potential Claim No. 1, dated July 16, 2013. [400 - Federally Eligible]</p>	
PCO # 41.0 Client Initiated Changes	\$113,590.00
<p>11/21/13 CN 6 - Extra Work at Agreed Lump Sum: Contractor to furnish and construct 12" WSP Casing, saddles, 14" openings, and associated hardware within proposed bridge structure per revised plans 203R1, 204R1, 207R1, 210R1, 213R1, 214R1, 214S1, and in accordance with Section 10-1.95" Welded Steel Pipe Casing (Bridge) of the Special Provisions.</p> <p>For this work, the contractor shall receive and accept the agreed lump sum of \$113,590.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, including all markups by reason of this change.</p> <p>Consideration of a time adjustment will be deferred until completion of the work specified in this contract change order. A determination of a time extension will be made in accordance with 7-8, "Time of Completion" of the City Standard Specifications. [404 - 100% Developer Participating]</p>	
PCO # 42.0 Client Initiated Changes	\$11,654.48
<p>11/21/13 CN 3 - Extra Work at Agreed Lump Sum: Replace Contract Plan Sheets FO-1 to FO-30 with Revised Sheets FO-1 to FO-31, as attached. Replace Appendix L Section 1 through 6 of the Special Provisions with the revised</p>	

Appendix L Section 1 through 6, as attached.
The attached Revised Contract Plans and Revised Appendix L Section 1-6 shall replace the original contract documents in their entirety.

For this change, the Contractor shall provide the following additional work.

1. Furnish and install 10 EA ground rods and clamps to Christy G5 valve boxes.
2. Furnish and install 18 EA Fiberglass Pull Box Markers.
3. Furnish and install an additional 1195 LF of fiber optic cable.
4. Furnish and install Preformed Coyote dome splice closures and trays.
5. Reproof approximately 6000 LF of the existing duct system.

For this work, the contractor shall receive and accept \$11,654.48. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools, and incidentals including markups by reason of this change.

Consideration of a time adjustment will be deferred until completion of the work specified in this contract change order. A determination of a time extension will be made in accordance with 7-8, "Time of Completion" of the City Standard Specifications.

Extra Work at Agreed Lump Sum.....\$11,654.48

[401 - Federally Ineligible]

PCO # 43.0 Client Initiated Changes \$26,751.00

11/21/13 CN 11.2 - Extra Work at Agreed Lump Sum Price
Place 371,000 SF of hydroseed as shown on Exhibit A, see attached.
The seed mix shall be as specified per Exhibit C and D, see attached.
All work shall be in accordance with Section 20-3, "Erosion Control," of the Standard Specifications.
For this work, the contractor shall receive and accept the agreed lump sum of \$26,751.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, including all markups by reason of this change.
Extra Work.....\$26,751.00

No adjustment in contract working days will be issued as a result of this change order.

[400 - Federally Eligible]

PCO # 44.0 Changes to Bid Documents \$20,958.00

11/21/13 CN 37 - Extra Work at Agreed Lump Sum Pricing:
Contractor to demolish and abandon well shown on plan Volume 2, Sheet U-3 in accordance with applicable Sacramento County and State Requirements, specifically Section 6.28.030 "Permits" and Section 6.28.040B "Destruction of Wells." Scope of work to include mobilization, removing irrigation pump, and destruction of the well.
For this work, the contractor shall receive and accept the agreed lump sum of \$20,958.00. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.
Extra Work at Agreed Lump Sum.....\$20,958.00

Consideration of a time adjustment will be deferred until completion of the work specified in this contract change order. A determination of a time extension will be made in accordance with 7-8, "Time of Completion" of the City Standard Specifications.

[400 - Federally Eligible]

PCO # 45.0 Client Initiated Changes \$80,000.00

11/21/13 CN 24.1 - Extra Work at Force Account:
Contractor to Pay Air Quality Mitigation Fee to SMAQMD. This change order provides the supplemental funds necessary to pay SMAQMD on a quarterly basis. Refer to Section 5.21 "Permits", subsection "Environmental Mitigation Measures" of the Special Provisions.
Monthly reports showing actual equipment hours for each piece of equipment, days of operation and total usage will be provided by contractor to SMAQMD as required. Actual hours of operation and associated fee's invoiced by SMAQMD to the Contractor, shall be submitted to the Engineer for review and approval.
For the invoiced SMAQMD mitigation fees, the contractor shall be compensated as

Extra Work at Force Account.

There will zero days added to the original contract duration as a result of this change.

Extra Work at Force Account..... \$80,000.00 (Estimated)

[400 - Federally Eligible]

PCO # 46.0 Client Initiated Changes (\$966.00)

11/21/13

CN 35 - Decrease Contract Items at Contract Unit Prices:

Revise portions of Drain System 22 to accommodate existing field conditions as determined necessary and as directed by the Engineer.

Item 39 Remove Pipe-69 LF (-10%) @\$ 14.00/LF -\$ 966.00 (-10%)

The quantity decrease shown herein for Item 39, when combined with the quantity shown in the Engineer's Estimate, and as modified by any previous change orders or revisions to dimensions made by the Engineer, shall be the final quantity for which payment will be made.

[400 - Federally Eligible]

PCO # 47.0 Client Initiated Changes (\$900.00)

11/21/13

CN 35 - Decrease Contract Items at Contract Unit Prices:

Revise portions of Drain System 22 to accommodate existing field conditions as determined necessary and as directed by the Engineer.

Item 40 Remove Inlet -3 EA (-43%) @\$ 300.00/EA -\$ 900.00 (-43%)

The quantity decrease shown herein for Item 40 when combined with the quantity shown in the Engineer's Estimate, and as modified by any previous change orders or revisions to dimensions made by the Engineer, shall be the final quantity for which payment will be made.

[400 - Federally Eligible]

PCO # 48.0 Client Initiated Changes (\$4,070.00)

11/21/13

CN 35 - Decrease Contract Items at Contract Unit Prices:

Revise portions of Drain System 22 to accommodate existing field conditions as determined necessary and as directed by the Engineer.

Item 100 18 inch RCP-74 LF (-2%) @\$ 55.00/LF -\$ 4,070.00 (-2%)

The quantity decrease shown herein for Item 100 when combined with the quantity shown in the Engineer's Estimate, and as modified by any previous change orders or revisions to dimensions made by the Engineer, shall be the final quantity for which payment will be made.

[400 - Federally Eligible]

PCO # 49.0 Client Initiated Changes (\$5,700.00)

11/21/13

CN 35 - Decrease Contract Items at Contract Unit Prices:

Revise portions of Drain System 22 to accommodate existing field conditions as determined necessary and as directed by the Engineer.

Item 111 Drainage Inlet -3 EA (-3%) @\$ 1900.00/EA -\$ 5,700.00 (-3%)

The quantity decrease shown herein for Item 111 when combined with the quantity shown in the Engineer's Estimate, and as modified by any previous change orders or revisions to dimensions made by the Engineer, shall be the final quantity for which payment will be made.

[400 - Federally Eligible]

PCO # 50.0 Changed/Unforeseen Conditions \$58,519.01

11/21/13

CN 35 - Extra Work at Agreed Lump Sum

Remove existing Grated Line Drain in conflict with System Drain 22. Install approximately 440 LF of new Grated Line Drain at the I-5 median as shown on the plans. Remove and replace 3 existing drain inlet grates including providing, installing and removing temporary AC patch over existing drains not shown on the plans within the cross over detour alignment.

For this work, the contractor shall receive and accept \$58,519.01. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools, and incidentals including markups by reason of this change. [400 - Federally Eligible]

PCO # 51.0 Client Initiated Changes **\$20,000.00**

11/21/13 CN 35 - Backfill, sawcut, and excavate portions of Drain System 22 in conflict with existing Bent 2 footing as directed by the Engineer.
For this portion of work, the Contractor shall be compensated in accordance with Section 4-4 "Extra Work," of the City Standard Specifications.
Estimate Amount by Forced Account \$ 20,000.00
No adjustment in contract working days will be issued as a result of this change order.
[400 - Federally Eligible]

PCO # 52.0 Changes to Bid Documents **\$20,000.00**

11/21/13 CN 41 - Extra Work at Force Account
Adjust existing manholes to grade as shown on Sheet U5-R1 and U7-R1 and as directed by the Engineer.
Frames, covers or grates of existing manholes, inlets or other facilities shall be adjusted to grade with new materials similar in character to those in the original structure in accordance with Section 25-4 "ADJUSTING MANHOLE HEADS" of the City Standard Specification and the special provisions.
For this portion of work, the Contractor shall be compensated in accordance with Section 4-4 "Extra Work," of the City Standard Specifications.
Payment for each manway adjusted to grade shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with adjusting each frame and cover to grade as shown on the revised Plans, as specified in these Special Provisions and as directed by the Engineer.
Estimate Subtotal \$ 20,000.00
[400 - Federally Eligible]

PCO # 53.0 Client Initiated Changes **\$50,000.00**

11/21/13 CN 47 - Extra Work at Force Account
Remove existing irrigation pump, remove and relocate existing SMUD & Frontier facilities as shown on sheet Sheet U-6R2 and U7-1R and as directed by the Engineer. The work required shall include but not limited to the following:
Scope of Work:
1) Installing precast pull box for Frontier, as shown on drawing U-7R1,
2) Installing two new 2" conduits in 50 feet of new joint trench, as shown on drawing U-7R1.
3) Relocating SMUD pull box as shown on drawing U-7R1,
4) Installing new 2" conduit from trench vertically up SMUD pole 20 feet,
5) Protection of existing SRCSD systems during construction and abandoning existing conduits and pull boxes after new services are operational,
6) Coordination with SRCSD and SMUD to schedule shutdown of facilities and conducting work within approved shutdown window.
7) Remove and dispose mechanical components of irrigation pump.
8) Abandon existing pipes as directed by the Engineer.
9) Demolish and dispose existing irrigation pump structure
10) Import/backfill remaining void from pump removal
For this portion of work, the Contractor shall be compensated in accordance with Section 4-4 "Extra Work," of the City Standard Specifications.
Payment for the work required shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved as shown on the revised Plans, as specified in the Special Provisions and as directed by the Engineer.
Estimate Subtotal \$ 50,000.00 Increase
Consideration of a time adjustment will be deferred until completion of the work specified in this contract change order. A determination of a time extension will be made in accordance with Section 8-1.07, "Liquidated damages," of the Standard Specifications.

Total Estimated Change Notice 47 \$ 50,000.00

[400 - Federally Eligible]

PCO # 54.0 Changed/Unforeseen Conditions **\$20,000.00**

11/21/13 CN 43 - Extra Work at Force Account
Remove existing SRCSD Anodes in conflict with Cellular Concrete including furnishing and installing new anodes with protective bollards as shown on U-3A and U-3R1 and as directed by the Engineer.
All work shall be in accordance with the Special Provisions and Standard

Specifications.

For this portion of work, the Contractor shall be compensated in accordance with Section 4-4 "Extra Work," of the City Standard Specifications.

Payment for the work specified shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved as shown on the revised Plans, as specified in these Special Provisions and as directed by the Engineer.

Estimated Cost paid for based on forced account \$ 20,000.00

No adjustment in contract working days will be issued as a result of this change order.

Total Estimated Change Notice 43.0 \$ 20,000.00

[401 - Federally Ineligible]

PCO # 55.0 Client Initiated Changes

\$28,827.75

11/21/13

CN 3 - Extra Work at Force Account:

Locate and uncover 6 EA existing FRWA vaults. Upon completion of work, restore disturbed site to original conditions as directed by the Engineer.

For this portion of work, the Contractor shall be compensated in accordance with Section 4-6 "Extra Work," of the City Standard Specifications.

Consideration of a time adjustment will be deferred until completion of the work specified in this contract change order. A determination of a time extension will be made in accordance with 7-8, "Time of Completion" of the City Standard Specifications.

Estimated Work at Forced Account.....\$28,827.75

[401 - Federally Ineligible]

PCO # 56.0 Changes to Bid Documents

\$40,000.00

11/21/13

Extra Work at Force Account:

Contractor to provide support to well demolition crew, as directed by the Engineer. Work will include but is not limited to; well clearing or debris removal from well, sealing of well and materials, permits, and inspection.

Compensation will be in accordance with Extra Work per Section 4-1.03D, "Extra Work," of the Standard Specifications.

Estimate of Extra Work at Force Account \$40,000.00

Consideration of a time adjustment will be deferred until completion of the work specified in this contract change order. A determination of a time extension will be made in accordance with 7-8, "Time of Completion" of the City Standard Specifications.

[400 - Federally Eligible]

18 Items

Total for Change Order # 6

\$523,664.24

18 Items	Total for Contract # 2013-0023	\$523,664.24
<i>Totals By Reason</i>	Changed/Unforeseen Conditions	\$83,519.01
	Changes to Bid Documents	\$80,958.00
	Client Initiated Changes	\$359,187.23

**FIRST AMENDMENT TO SOUTH SACRAMENTO CORRIDOR PHASE II PROJECT
LIGHT RAIL PROJECT AGREEMENT
(City Project No:P15029810)**

THIS FIRST AMENDMENT to the South Sacramento Corridor Phase II Project Light Rail Project Agreement, ("Principal Agreement") made and entered into on March 12, 2012, between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "RT," and **CITY OF SACRAMENTO**, a municipal corporation, therein referred to as "CITY" is made and entered into on _____, 2013.

RECITALS

- A.** Under the Principal Agreement, the City authorized construction of RT's Blue Line to the Cosumnes River College Project, referred to as the South Sacramento Corridor Phase II Project (SSCP2), in CITY right of way; and
- B.** CITY intends to construct the Cosumnes River Boulevard extension project (CRB Extension) in the vicinity of a portion of RT's SSCP2 project; and
- C.** The parties recognized, at the time the Principal Agreement was entered into, that certain elements of the CRB Extension can be more efficiently constructed as part of RT's SSCP2 project, but CITY could not commit funds at that time to have RT construct those elements; and
- D.** CITY now has funding for the CRB Extension and desires to incorporate certain elements of the CRB Extension into RT's SSCP2; and
- E.** RT desires to reimburse CITY for a share of costs of improvements included in CITY's CRB Extension that benefit RT and CITY wishes to reimburse RT for a share of costs of improvements in RT's plans that benefit the CITY; and
- F.** The parties wish to clarify maintenance responsibilities for two pedestrian bridges to be constructed as part of the SSCP2 project; and
- G.** The parties desire to amend the Principal Agreement to include provisions related to construction of improvements required for the CRB Extension and clarify maintenance responsibilities for two pedestrian bridges.

AGREEMENT

NOW, THEREFORE, RT AND CITY DO MUTUALLY AGREE AS FOLLOWS:

Section 1: PROJECT COSTS. The following Paragraph B is hereby added to Article 6, "Project Costs":

- A.** Unless otherwise specifically provided herein, CITY must reimburse RT for CITY's share of costs incurred by RT to construct improvements incorporated into the Project to facilitate future CITY improvements/projects as shown in Exhibit 1. The estimated cost for this work is \$831,464.50. RT will construct the improvements in compliance with all current applicable federal, state, CITY and RT standards and requirements, including without limitation the CITY's Standard Construction Specifications dated June 2007 (including any changes to such Standards Specifications subsequently approved by CITY), RT Light Rail Design Criteria (including any revisions to said design criteria mutually agreed to by parties) and state and federal disability requirements. If RT determines, in RT's reasonable judgment, that the installation of such improvements will cause a material delay to the PROJECT critical path milestones, RT will have no obligation to install such improvements.

- B. Unless otherwise specifically provided herein, RT must reimburse CITY for RT's share of costs incurred by CITY to construct improvements incorporated into the CRB Extension to facilitate the SSCP2 Project, as shown in Exhibit 1. The estimated cost for this work is \$494,044.94. CITY will construct the improvements in compliance with all current applicable federal, state, CITY and RT standards and requirements, including without limitation the CITY's Standard Construction Specifications dated June 2007 (including any changes to such Standards Specifications subsequently approved by CITY), RT Light Rail Design Criteria (including any revisions to said design criteria mutually agreed to by parties) and state and federal disability requirements

Section 2: BETTERMENTS. Section 7 of the Principal Agreement, entitled "Betterments," is hereby amended to read in its entirety as follows:

"CITY may direct RT to install betterments to any CITY facilities. If the betterment is not required by the PROJECT, CITY is responsible for the full cost of the betterment, as set forth in Exhibit 1. If some portion of the betterment is attributable to the PROJECT, but the remainder is requested by the CITY, only the cost of the portion of the betterment required by the PROJECT will be borne by RT. For example, if CITY determines that a storm drain must be increased in size from 8" to 12" because of the PROJECT, but also requests that RT increase the final storm drain size to a 24", CITY must pay for additional costs to increase the size from 12" to 24".

"Notwithstanding the foregoing, RT is not obligated to install betterments not required by the PROJECT if, in RT's reasonable judgment, the installation of such betterments will cause a material delay to the PROJECT critical path milestones. As used herein, "betterment" has the meaning set forth in Section 14 of the Operations Agreement."

Section 3: Section 8 of the Principal Agreement, entitled "Inspection", is hereby amended to read in its entirety as follows:

"All work affecting traffic operations and any CITY Facilities will be subject to inspection at any time by CITY. CITY will act in good faith to minimize its inspections to those reasonably necessary to ensure that work proceeds in accordance with the approved Plans and Specifications. RT will reimburse CITY for all costs reasonably incurred by CITY to perform such inspections (including without limitation the inspection described in Section 9, below), including the direct labor costs of CITY employees, as well as indirect costs in accordance with the standard cost allocation plan schedule maintained by the appropriate CITY department(s). RT will endeavor to provide notice to CITY at least 24 hours in advance of performance of work on CITY Facilities to assist in scheduling CITY inspections and minimize the time needed for inspections.

Alternatively, RT may hire an inspector approved in writing by CITY to provide inspections of traffic operations and CITY Facilities. Any inspector hired by RT will report to RT and be directed by RT, but will be responsible for ensuring that the work proceeds in accordance with the approved Plans and Specifications and will be the CITY's representative for the Project. CITY will be bound by the determinations of the CITY-approved inspector."

Section 4: Section 15 of the Principal Agreement, entitled "Maintenance of Project," is hereby amended to read in its entirety as follows:

"Except as otherwise provided in the Operations Agreement and/or in Section 9, above, CITY Facility Improvements will be maintained and repaired by CITY after completion of the PROJECT (including CITY's acceptance of all CITY Facility Improvements as complete).

"The Dear Lake Pedestrian Bridge and Valley Green Pedestrian Bridge constructed as part of the PROJECT are owned by RT and will be maintained by RT, unless CITY chooses to by written notification to RT that City will accept maintenance of the bridges, at which time CITY will become solely responsible for maintenance and repair of the bridges. CITY may not adopt either bridge into the Master Bike Trail Plan unless and until it assumes maintenance responsibility for the bridges. RT will continue to own each bridge and will be responsible for replacing the bridges, if replacement is ever necessary. RT may, at any

time, withdraw the bridges from public use by providing notice to CITY if it determines that the bridges are unsafe for use or are no longer necessary for access to RT's facilities.

Section 5: Section 21 of the Principal Agreement, entitled "Payments to City," is retitled to "Payments to City or RT" and is hereby amended to read in its entirety as follows:

"CITY must make reimbursement to RT beginning in July 2014 for work covered under this agreement based on invoices submitted by RT. The invoices must provide an itemized detail of the items of work, quantities and costs being billed. City must make reimbursement within 30 calendar days after receiving invoice from RT. RT must make any payment or reimbursement to CITY that is required by this Agreement not later than 30 calendar days after receiving an invoice for such payment or reimbursement from the other party."

Section 6: The attached Exhibit 1, entitled "Sacramento Regional Transit District, South Sacramento Corridor Phase II Project, City Improvement Costs" is hereby added to and incorporated in the Principal Agreement.

Section 7: EFFECT. The effect of this First Amendment to the Principal Agreement is to revise the betterments, maintenance, and payment provisions.

Section 8: AMBIGUITIES. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity is presumed to be construed against either party.

Section 9: FULL FORCE AND EFFECT. To the extent not inconsistent herewith, all other terms and provisions of the Principal Agreement, as amended, remain the same and in full force and effect.

Section 10: AUTHORITY TO BIND. Each of the signatories to this Amendment represent that they are authorized to sign this Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Amendment.

Section 11: INTEGRATION. This Amendment and the Principal Agreement embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

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SIG HEL

CITY OF SACRAMENTO


By: JOHN F. SHIREY City Manager

Date: _____

By: SHIRLEY CONCOLINO, City Clerk

Approved as to Legal Form:

Approved as to Legal Form:

By: 
City Attorney

First Amendment to South Sacramento Corridor Phase 2
Light Rail Project Agreement

Exhibit 1

CRB/SSCP2 Cost Sharing Estimate - 10/21/13

IMPROVEMENTS CONSTRUCTED BY CRB PROJECT CHANGE ORDER AND ASSOCIATED SRT COSTS

Bid Item	Item	Unit	Quantity	CRB Change Order Cost	CRB Total Cost	RT Cost Share	RT Cost Share Percentage
51	ROADWAY EXCAVATION	CY	6,059.0	\$ 4.50	\$ 27,265.50	\$ 13,632.75	50.0%
62	CLASS 2 AGGREGATE BASE	CY	5,644.0	\$ 29.70	\$ 167,626.80	\$ 117,841.64	70.3%
134	MINOR CONCRETE (CURB AND GUTTER TYPE 2)	CY	80.0	\$ 175.00	\$ 14,000.00	\$ 12,824.00	91.6%
135	MINOR CONCRETE (SIDEWALK AND DRIVEWAY)	CY	144.0	\$ 225.00	\$ 32,400.00	\$ 30,844.80	95.2%
67	HOT MIX ASPHALT (TYPE A)	TN	2,089.0	\$ 73.00	\$ 152,497.00	\$ 134,959.85	88.5%
275	SANITARY SEWER MANHOLE (SASD)*	EA	1.0	\$ 600.00	\$ 600.00	\$ 600.00	100.0%
276	SANITARY SEWER PIPE (8" VCP)*	LF	325.0	\$ 37.00	\$ 12,025.00	\$ 12,025.00	100.0%
111	DRAINAGE INLET	EA	4.0	\$ 1,900.00	\$ 7,600.00	\$ 5,700.00	75.0%
121	STANDARD MANHOLE (NO. 3)	EA	2.0	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	50.0%
99	12" REINFORCED CONCRETE PIPE	LF	67.0	\$ 40.00	\$ 2,680.00	\$ 1,340.00	50.0%
100	18" REINFORCED CONCRETE PIPE	LF	596.0	\$ 55.00	\$ 32,780.00	\$ 11,636.90	35.5%
102	24" REINFORCED CONCRETE PIPE	LF	431.0	\$ 57.00	\$ 24,567.00	\$ -	0.0%
107	18" ALTERNATIVE FLARED END SECTION	EA	1.0	\$ 400.00	\$ 400.00	\$ 400.00	100.0%
N/A	PAVEMENT REINFORCING FABRIC	SY	5,445.0	\$ 0.75	\$ 4,083.75	\$ -	0.0%
148	SIDEWALK BARRICADE	EA	1.0	\$ 300.00	\$ 300.00	\$ -	0.0%
147	STREET BARRICADE	EA	1.0	\$ 1,200.00	\$ 1,200.00	\$ -	0.0%
135	HANDICAP RAMPS	EA	8.0	\$ -	\$ -	\$ -	0.0%
65	SLURRY SEAL	TN	7.0	\$ -	\$ -	\$ -	0.0%
66	RUBBERIZED ASPHALT CONCRETE (TYPE G)	TN	485.0	\$ -	\$ -	\$ -	0.0%
112	8" WATER PIPE	LF	1,293.0	\$ 40.00	\$ 51,720.00	\$ 51,720.00	100.0%
113	12" WATER PIPE	LF	168.0	\$ 60.00	\$ 10,080.00	\$ -	0.0%
115	24" WATER PIPE	LF	92.0	\$ 150.00	\$ 13,800.00	\$ -	0.0%
184	FIRE HYDRANT ASSEMBLY	EA	10.0	\$ 6,700.00	\$ 67,000.00	\$ 44,220.00	66.0%
273	IMPORTED BORROW - TRUCKING AT EAST	CY	28,810.0	\$ 13.55	\$ 390,375.50	\$ -	0.0%
278	FINAL PAYE ALL TRENCHES ON FRANKLIN BLVD (T-80)	SF	6,400.0	\$ 5.40	\$ 34,560.00	\$ 17,280.00	50.0%
279	TRAFFIC CONTROL (FRANKLIN BLVD)	LS	1.0	\$ 53,000.00	\$ 53,000.00	\$ 26,500.00	50.0%
280	ROADWAY EXCAVATION (EAST OF FRANKLIN)	CY	1,237.0	\$ 23.00	\$ 28,451.00	\$ -	0.0%
281	STREET SWEEPING (FRANKLIN WORK)	LS	1.0	\$ 17,040.00	\$ 17,040.00	\$ 8,520.00	50.0%
				\$ 1,133,891.55	\$ 489,044.90		

IMPROVEMENTS CONSTRUCTED BY SSCP2 PROJECT: PAID FOR BY CITY

Bid Item	Item	Unit	Quantity	SSCP2 Unit Cost	SSCP2 Contract Cost	City Cost Share	City Cost Share Percentage
151	STORM DRAIN PIPE (64" RCP)	LF	75	\$ 280.00	\$ 21,000.00	\$ 10,500.00	50.00%
150	STORM DRAIN PIPE (64" HDPE)	LF	914	\$ -	\$ 255,920.00	\$ 127,960.00	50.00%
131	STORM DRAIN MANHOLE (SADDLE)	EA	5	\$ 6,500.00	\$ 32,500.00	\$ 16,250.00	50.00%
200	MINOR CONCRETE (MEDIAN CURB - TYPE 14)	EA	808	\$ 10.30	\$ 8,322.40	\$ 8,322.40	100.00%
N/A	SMUD RELOCATIONS	LS	1	\$ 511,903.00	\$ 511,903.00	\$ 255,951.50	50.00%
195	MINOR CONCRETE (COBBLE STONE PAVING)	SF	1008	\$ 6.70	\$ 6,753.60	\$ 6,753.60	100.00%
167	CLASS 2 AGGREGATE BASE	CY	13	\$ 56.00	\$ 700.00	\$ 700.00	100.00%
164	ASPHALT CONCRETE (HMAC TYPE A)	TN	371	\$ 81.00	\$ 30,051.00	\$ 30,051.00	100.00%
61	ROADWAY EXCAVATION	CY	218	\$ 32.00	\$ 6,976.00	\$ 6,976.00	100.00%
				\$ 874,126.00	\$ 463,464.50		

SHARED EMBANKMENT AT MORRISON CREEK PLACED BY RT AERIAL STRUCTURES CONTRACT

Bid Item	Item	Unit	Quantity	SSCP2 Unit Cost	SSCP2 Contract Cost	City Cost Share	City Cost Share Percentage
N/A	IMPORT BORROW (AERIAL STRUCTURES)	CY	16,000	\$ 23.00	\$ 368,000.00	\$ 368,000.00	100.00%
				\$ -	\$ 368,000.00	\$ 368,000.00	