

REGIONAL TRANSIT ISSUE PAPER

| Agenda Item No. | Board Meeting Date | Open/Closed Session | Information/Action Item | Issue Date |
|-----------------|--------------------|---------------------|-------------------------|------------|
| 6 | 09/11/17 | Open | Action | 09/06/17 |

Subject: Second Amendment to the Contract for Downtown Riverfront Streetcar Design Services with HDR, Inc.

ISSUE

Whether or not to approve a Second Amendment to the Contract for Downtown Riverfront Streetcar Design Services with HDR, Inc.

RECOMMENDED ACTION

Adopt Resolution No. 17-09-____, Approving a Second Amendment to the Contract for Downtown Riverfront Streetcar Design Services with HDR, Inc.

FISCAL IMPACT

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|--|--|---------------|----|--------------|
| Budgeted: | Yes | This FY: | \$ | 2,066,544.39 |
| Budget Source: | Capital | Next FY: | \$ | |
| Funding Source: | Cities of Sacramento and West Sacramento | Annualized: | \$ | |
| Cost Cntr/GL Acct(s) or Capital Project #: | S010.04.02.01 Streetcar | Total Amount: | \$ | 2,066,544.39 |

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|---|----------------|
| HDR Task 1 Contract Amount – 85% Design Amendment 1 | \$4,704,884.89 |
| HDR Task 2 Contract Amount – 100% Design | \$2,001,487.06 |
| HDR Task 3 Contract Amount – H Street Light Rail | \$2,147,306.00 |
| HDR Task 4 Contract Amount – VMF Site Work | \$1,438,173.74 |
| 2 nd Amendment Amount | \$2,066,544.39 |

DISCUSSION

The Downtown/Riverfront Streetcar project is a 6.92-mile initial line that will extend from the West Sacramento Civic Center to the Midtown entertainment and retail district in the City of Sacramento. The project is owned by the cities of West Sacramento and Sacramento. The Sacramento Area Council of Governments (SACOG) has been acting as the project lead through the environmental process. SacRT is responsible for managing the design and construction of the streetcar project on behalf of the two cities. The line will operate with modern double-articulated streetcars, and must be built within a maximum Small Starts budget of \$200 million.

On April 25, 2016, the SacRT Board delegated authority to the General Manager/CEO to award Task 1 to HDR, Inc. to advance the streetcar design services to an 85% level. The total amount

Approved:

Presented:

Final 09/06/17
General Manager/CEO

Director, Civil and Track Design

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of Task 1 is \$4,704,884.89. The Task 1 work is being funded by a Subrecipient Agreement between SacRT and SACOG.

On January 23, 2017, the SacRT Board approved the First Amendment to the HDR contract, executing options for Tasks 2, 3 and 4 for a combined cost of \$5,586,966.80. That work is being funded by the Cities of Sacramento and West Sacramento through an interagency agreement dated November 16, 2016.

On June 12, 2017, following earlier approvals by the Sacramento and West Sacramento city councils, the SacRT Board approved a \$4.9 million Interagency and Cost Reimbursement Agreement for the Downtown Riverfront Streetcar Project. This Agreement was executed on July 10, 2017. The second interagency agreement included a scope of work to cover SACOG, SacRT and consultant costs to support the Federal Transit Administration (FTA) Small Starts Grant preparation, vehicle maintenance facility design and specialty consultant services for the Downtown/Riverfront Streetcar Project through the end of 2017.

Since approval of the initial tasks in April 2016, five issues have come up that require the addition of funds and scope to the HDR contract. Four of the items involve work that is within the scope of the initial contract, but the costs exceeded the projections submitted with HDR’s original proposal. The fifth, design of the Riverfront rail segment in West Sacramento that leads to the Vehicle Maintenance and Service Facility (VMSF), was not within the original scope, which contemplated that the VMSF would be located in the City of Sacramento and accessible by existing light rail tracks.

In-Scope Issues with Greater than Expected Cost:

1. Additional potholing, asphalt patching and utility investigations.

The original HDR contract called for Psomas, as a subconsultant, to conduct potholing to confirm utility locations in order to provide a utility report for the project and ascertain potential utility conflicts. The original estimated cost for this work was approximately \$190,000. During the course of this work, it became evident that the existing utility records were inadequate and that an additional quantity of potholing would be required to provide the necessary utility report. In addition, the City of Sacramento modified its potholing requirements regarding restoration of the potholing locations, which was not anticipated in HDR’s original proposal. As a consequence of these two issues, the cost for HDR potholing has increased to \$606,440. This work is in scope and could be funded under the existing contract; however, HDR would be left short of funds to complete the remaining work.

2. Acquisition of As-Built Maps from the Sacramento Municipal Utility District.

The original HDR contract called for HDR to obtain As-Built plans for utilities, including updated system maps. The Sacramento Municipal Utility District (SMUD) contracted with the consulting firm Cardno to perform detailed utility work. SMUD has offered this

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information for use by HDR only if HDR or another entity shares the cost (50/50). The Project’s cost for this item is \$280,610. HDR’s proposal did not assume the need to pay for access to the maps. While HDR could charge this amount as a cost to the project under the existing scope, HDR would be left short of funds to complete the remaining work.

3. Continued Traffic Operations Assessment in Sacramento.

The original contract with HDR called for performance of limited traffic signal work, but included a general scope to “review all traffic changes, plans and subsequent reviews with the Cities of Sacramento and West Sacramento traffic personnel.” The originally estimated cost of this work was \$470,043. HDR’s subconsultant Fehr and Peers has been asked by the Project Management Team (PMT) and the City of Sacramento to perform additional traffic operations assessment throughout the Project in Sacramento. This assessment will look at the operating plan and headways for the Blue, Gold and Green light rail lines and the Streetcar once up and running. The work will also provide further Streetcar route optimization suggestions to the proposed traffic improvements that the City is required to approve. Vissim microsimulation analysis of intersection corridor operations will be performed as part of this work. While the work is generally in scope, this amendment will add detail for the additional request and provide \$153,839 to complete these tasks.

4. Supplemental Surveying.

The original and amended scope in Tasks 1 through 4 for supplemental surveying was to consist of densifying the design surface from the aerial mapping for final design. In preparing the 50% plans, it was evident that supplemental field surveying was required of the following areas: Capitol Avenue, 3rd Street, 7th and 8th Street in the vicinity of the proposed platforms, H Street between 5th to 8th Street, the proposed platform areas along the loop (J, 19th, L) and the Sacramento Valley Station (SVS) area. In particular, extensive field surveying is required of the SVS area due to the changes in existing condition, alignment changes and accommodation of the SVS master planning program. As a consequence of these issues, the cost for supplemental surveying has increased \$22,368.65. This work is in scope and could be funded under the existing contract; however, HDR would be left short of funds to complete the remaining work.

New Scope of Work for Riverfront Tracks

1. Design of Riverfront Street and the vehicle maintenance facility tracks in West Sacramento. With the recent award of \$50 million in the Federal FY17 budget, the PMT has committed to building the maintenance facility in West Sacramento. Because of this, HDR’s contract must be amended to include this work. The work has a cost of \$1,193,285 and will include both preliminary and final design of the track and associated facilities leading to the West Sacramento VMSF location.

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If approved by the Board, SacRT will submit invoices for the additional work to the Cities under the Board approved \$4.9 million Interagency and Cost Reimbursement Agreement, which includes funds for specialty consulting services. Alternative approaches would be to amend either the Task 1 Subrecipient Agreement between SacRT and SACOG or amend the November 2016 Interagency Agreement, both of which relate specifically with HDR work to include the additional work described above. However, there are sufficient funds within the July 2017 Interagency and Cost Reimbursement Agreement to provide for this work and all other work anticipated to be completed through the end of 2017. Also, the Streetcar PMT agrees that invoices for this work be submitted under this agreement, which will permit the project to continue moving forward without delay. Staff concurs that it is more expedient to invoice for this work under the July 2017 Interagency Agreement, which will permit the project to continue moving forward without delay.

Staff recommends approval of this Second Amendment.

RESOLUTION NO. 17-09-_____

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

_____September 11, 2017_____

**APPROVING A SECOND AMENDMENT TO THE TASK 1 CONTRACT FOR
DOWNTOWN RIVERFRONT STREETCAR DESIGN SERVICES WITH HDR, INC.**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Second Amendment to the contract between Sacramento Regional Transit District, therein referred to as "SacRT," and HDR, Inc., therein referred to as "Consultant," whereby the scope is amended and the total consideration is increased by \$2,066,544.39, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the foregoing amendment.

ANDREW J. MORIN, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary