



STAFF REPORT

DATE: June 8, 2020

TO: Sacramento Regional Transit Board of Directors

FROM: Laura Ham, VP, Planning and Engineering

SUBJ: DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO APPROVE THE THIRD AMENDMENT TO THE CONTRACT FOR DOWNTOWN RIVERFRONT STREETCAR DESIGN SERVICES WITH HDR, INC.

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the Resolution, which delegates authority to the General Manager/CEO to approve the Third Amendment to the Contract for the Downtown Riverfront Streetcar Design Service with HDR, Inc. contingent upon execution of the Memorandum of Understanding (MOU) between SacRT and the Riverfront Joint Powers Authority (JPA). This action will allow SacRT to continue moving forward with delivering a revised Downtown Riverfront Streetcar Project ("Streetcar") that fits within the allowable budget.

FISCAL IMPACT

The original Streetcar Design Services Contract included design up to the 85% completion with a value of \$4,704,884.89, due to cash flow/agreement coordination with the partners (Sacramento Area Council of Governments (SACOG)/City of Sacramento/City of West Sacramento). The First Amendment included the 100% design and the Second Amendment included updates to the Vehicle Maintenance Facility Location and the riverfront alignment in West Sacramento. This Third Amendment will revise the 100% design to shorten and reconfigure the termini of the overall project. The Third Amendment is for \$1,113,293.00. The overall anticipated cost for the design update, environmental update, Small Starts submission and engineering labor for a new Project Development submission is \$3M. The Contract between HDR, Inc. and SacRT will increase by \$1,113,293.00 from \$12,172,738.25 to \$13,286,031.25.

The Design, Procurement and Construction Agreement ("DPC") that was executed between SacRT and the JPA in July 2018, which has not been terminated, provides for the reimbursement of SacRT costs to advance the "Project", up to the maximum project budget of \$203.5 million. To partially fund these obligations, the JPA entered into an initial Interagency and Cost Reimbursement Agreement with the two cities on August 17, 2018 to provide up to \$2.6 million to fund the payment of SacRT invoices. A portion of that funding has already been used to pay for prior work. The JPA and the cities have

indicated a willingness to fund the additional activities necessary to continue advancing the modified project up to the remaining funding under that August 2018 agreement. An MOU between SacRT and the JPA will clarify that the revised project will be treated as falling within the DPC and provide for the JPA to reimburse SacRT for these additional costs for the updated Small Starts Project Development, which is needed to preserve the \$50M 2017 Federal CIG Earmark up to the remaining funds available under the August 2018 agreement between the cities and the JPA. Additional agreements will be needed to fully fund the Project Development effort.

DISCUSSION

The Streetcar received permission from the Federal Transit Administration (FTA) to enter into Project Development in May 2014; the original scope of the project has been environmentally cleared, designed and issued for bid in November 2018. Unfortunately, the bids received for the project came in significantly higher than expected, which prompted the need to revise the scope, cost and schedule. With the strong support and encouragement of Congresswoman Doris Matsui, the project partners have been analyzing project alternatives over the past year to reduce project costs and to deliver a project consistent with the original intent, purpose, and need.

The revised Downtown Riverfront Streetcar Project is a 1.51-mile segment from the Sacramento Valley Station (SVS) (Sacramento's intermodal transportation facility) to Sutter Health Park (AAA Professional Baseball Park, formerly known as Raley Field) in West Sacramento. The Streetcar would depart from the SVS at 3rd Street, proceed southbound, turn west on Capitol Mall, cross the Sacramento River on the Tower Bridge and continue on Tower Bridge Gateway to Sutter Health Park. The revised Streetcar would add three new Streetcar Stations at Sutter Health Park, Capitol Avenue and the SVS.

The Third Amendment to the Downtown Riverfront Streetcar Design Services with HDR will take the completed design and revise the plans, specifications and estimates to conform with the updated scope. The scope of services will include, but not be limited to, reconfiguring the termini, coordination with traffic operations and completing the designs of the streetcar stops with input from the project partners.

Staff recommends that the Board delegate authority to the General Manager/CEO to enter, finalize and execute the Third Amendment to the Downtown Riverfront Streetcar Design Services Contract with HDR Inc., in amount not to exceed \$1,113,293.00 with for a total Contract amount of \$13,286,031.25 contingent upon SacRT and the JPA entering into an MOU authorizing the reimbursement by the JPA of design costs incurred by SacRT pursuant to the terms of the Third Amendment to the design contract with HDR. SacRT staff is currently working with JPA staff to negotiate the terms of the MOU.

RESOLUTION NO. 20-06-0041

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

June 8, 2020

DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO APPROVE THE THIRD AMENDMENT TO THE CONTRACT FOR DOWNTOWN RIVERFRONT STREETCAR DESIGN SERVICES WITH HDR, INC.

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

THAT, the Board hereby delegates authority to the General Manager/CEO to finalize and approve the Third 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 to provide for Consultant to prepare a revised final design for the shortened project alignment and the total consideration is increased by \$1,113,293.00, from \$12,172,738.25 to \$13,286,031.25.

THAT, the General Manager/CEO is hereby authorized and directed to execute the foregoing Third Amendment contingent upon execution of a Memorandum of Understanding between SacRT and the Riverfront Joint Powers Authority ("JPA") authorizing the reimbursement by the JPA of design costs incurred by SacRT for work performed under the Third Amendment to the Contract with HDR.

STEVE HANSEN, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary