

29

APPROVED
BY THE CITY COUNCIL

SEP 25 1986

OFFICE OF THE
CITY CLERK

DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 300
915 I STREET
SACRAMENTO, CA
95814-2608

September 23, 1986

City Council
Sacramento, California

CITY MANAGER'S OFFICE
RECEIVED
SEP 17 1986

916-449-5307

THOMAS M. FINLEY
ENGINEERING DIVISION
MANAGER

Honorable Members In Session:

SUBJECT: Traffic Signal Modifications on Freeport Boulevard (State Route 160) from Blair Avenue to Vallejo Way (PN:SA21) - Cooperative Agreement with the State of California

SUMMARY

Presented for approval is a Cooperative Agreement between the City of Sacramento and the State of California for the design, construction and maintenance of traffic signal modifications on Freeport Boulevard from Blair Avenue to Vallejo Way.

BACKGROUND

This is a State Transportation Improvement Program (STIP) project and will provide for the design, installation, operation and maintenance of new computerized signal controllers, new signal heads and connection between signals to insure smooth traffic flow on Freeport Boulevard (State Route 160) from Blair Avenue to Vallejo Way.

Attached is a Cooperative Agreement (Exhibit 1) in the amount of \$449,878. The City agrees to design the improvements, advertise for bids and administer the contract, install and inspect the modifications, and operate and maintain the traffic signals. The State agrees to reimburse the City for 52% of the cost.

FINANCIAL

Sufficient funds are available for this project. City funds in the amount of \$240,000 were appropriated in the FY 1985/86 Capital Improvement Program budget from Major Street Construction Funds, and are being carried over into the FY 1986/87 CIP budget.

State funds were allocated in the FY 1984/85 State Transportation Improvement Program (STIP) and are currently available for this project.

This agreement provides for the State and City to provide funds for the design, construction and inspection of this project on a prorated basis. The funding

City Council
Traffic Signal Modifications on Freeport Blvd.
Cooperative Agreement
September 23, 1986
Page 2

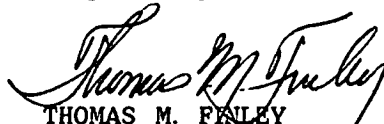
split is to be 48% City (\$215,674) and 52% State (\$234,204). The State will deposit their share with the City prior to the award of the contract.

The current maintenance agreement with the State will remain in effect; the City will maintain the signals and the State will reimburse the City according to the existing agreement.


RECOMMENDATION

It is recommended that the attached resolution be approved authorizing the City Manager and the City Clerk to execute the Cooperative Agreement.


Respectfully submitted,


THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:


WALTER J. SLIPE
City Manager

Approved:


MELVIN H. JOHNSON
Director of Public Works

PW:vr
ED2-12.wp1(B)
08.0686

September 23, 1986
District No. 4

Attachment

RESOLUTION NO. 86-724

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

APPROVED
BY THE CITY COUNCIL

SEP 25 1986

OFFICE OF THE
CITY CLERK

RESOLUTION AUTHORIZING EXECUTION OF A
COOPERATIVE AGREEMENT BETWEEN THE CITY
OF SACRAMENTO AND STATE OF CALIFORNIA
FOR THE MODIFICATION OF TRAFFIC SIGNALS
ALONG FREEPORT BOULEVARD

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager and City Clerk are hereby authorized to execute a
Cooperative Agreement with the State of California for the modification of
traffic signals along Freeport Boulevard in the amount of \$449,878, of which
the State will provide \$234,204 (52%) and the City will provide \$215,674 (48%).

MAYOR

ATTEST:

CITY CLERK

AG86067

03-Sac-160-38.1/40.8
03356 - 298100
From Blair Avenue to
Vallejo Way
Dist. Agree. No. 03C338

THIS AGREEMENT, ENTERED INTO ON _____ is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE and

CITY OF SACRAMENTO
a body politic and a
municipal corporation of
the State of California,
referred to herein as
CITY.

RECITALS

(1) STATE and CITY contemplate modifying traffic control signal systems and safety lighting on State Highway Route 160 at various locations, as shown on Exhibit A, attached and made a part of this agreement, referred to herein as "PROJECT", and desire to specify the terms and conditions under which such systems are to be installed, financed and maintained.

(2) CITY proposes to perform subsurface construction work within said State Highway and STATE requires that said work be accomplished in accordance with STATE'S "Policy on High and Low Risk Underground Facilities Within Highway Rights-of-Way".

SECTION 1

CITY AGREES:

(1) To provide plans and specifications and all necessary construction engineering services for the PROJECT and to bear CITY'S share of the expense thereof, as shown on Exhibit A, attached and made a part of this agreement.

(2) To identify and locate all high and low risk underground facilities within the project area and protect or otherwise provide for such facilities, all in accordance with State's "Policy on High and Low Risk Underground Facilities Within Highway Rights-of-Way". Costs of locating, identifying, protecting or otherwise providing for such high and low risk facilities shall be distributed and borne in the same manner as described in Section III, paragraph 12. CITY hereby acknowledges the receipt of STATE'S "Policy on High and Low Risk Underground Facilities Within Highway Rights-of-Way" and agrees to construct the PROJECT in accordance with such Policy.

(3) To construct the PROJECT in accordance with plans and specifications of CITY, to the satisfaction of and subject to the approval of STATE.

(4) To pay an amount equal to 48% of construction costs; but in no event shall CITY'S obligation for construction costs under this agreement exceed the amount of \$232,928; provided that CITY may, at its sole discretion, in writing, authorize a greater amount.

(5) To maintain and operate the entire traffic control signal systems and safety lighting as installed and pay an amount equal to 48% of the total costs.

(6) To apply for necessary encroachment permits for work within State Highway rights-of-way, in accordance with STATE'S standard permit procedures.

(7) To retain or cause to be retained for audit for STATE or other government auditors for a period of three (3) years from date of final payment all records and accounts relating to construction of the PROJECT.

SECTION II

STATE AGREES:

(1) To deposit with CITY prior to award of a construction contract for PROJECT the amount of \$234,204, which figure represents STATE'S estimated share of the expense of preparation of plans and specification, construction engineering, utility negotiation and inspection and construction costs required to complete PROJECT, as shown on Exhibit A. In no event shall STATE'S total obligation for said costs under this agreement exceed the amount of \$252,940; provided that STATE may, at its sole discretion, in writing authorize a greater

(2) STATE'S share of the total construction costs shall be an amount equal to 52% of the actual cost, as determined after completion of work and upon final accounting of costs.

(3) STATE'S share of the expense of preparing plans and specification shall be an amount equal to 52% of the actual costs of preparing plans and specifications for the entire PROJECT.

(4) STATE'S share of the expense of construction engineering shall be an amount equal to 52% of the actual costs of construction engineering for the entire PROJECT.

(5) To reimburse CITY for STATE'S proportionate share of the cost of maintenance and operation of said traffic control signal systems and safety lighting, such share to be an amount equal to 52% of the total cost.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

(1) All obligations of STATE under the terms of this agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

(2) That CITY shall not award a contract for the work until after receipt of STATE'S deposit required in Section II(1).

(3) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction not delegated to STATE under this agreement. It is also agreed that, pursuant to Government Code Section 895.4 CITY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction not delegated to STATE under this agreement.

(4) Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this agreement.

(5) Should any portion of the PROJECT be financed with Federal funds or State gas tax funds all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(6) After opening of bids STATE'S estimate of cost will be revised based on actual bid prices. STATE'S required deposit under Section II(1) above will be increased or decreased to match said revised estimate. If deposit increase or decrease is less than \$1,000 no refund or demand for additional deposit will be made until final accounting

(7) After opening bids for the PROJECT and if bids indicate a cost overrun of no more than 8% of the estimate will occur, CITY may award the contract.

(8) If, upon opening bids, it is found that a cost overrun exceeding 8% of the estimate will occur, STATE and CITY shall endeavor to agree upon an alternative course of action.

(9) Prior to advertising for bids for the PROJECT, STATE may terminate this agreement in writing, provided that STATE pays CITY for all costs incurred by CITY.

(10) If termination of this agreement is by mutual agreement, STATE will bear 50% and CITY will bear 50% of all costs incurred prior to termination.

(11) Upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances installed will automatically be vested in the STATE and no further agreement will be necessary to transfer ownership to the STATE.

(12) If existing public and private utilities conflict with the construction of the PROJECT, CITY will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. CITY will inspect the protection, relocation or removal of such utilities. If there are costs of such protection, relocation or removal, which STATE and CITY must legally pay, STATE and CITY will share in the cost of said protection, relocation or removal in the amount of 52% STATE and 48% CITY.

(13) The cost of any engineering or maintenance referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounty procedures.

(14) That, in the construction of said work, CITY will furnish a representative to perform the functions of a Resident Engineer, and STATE may, at no cost to CITY furnish a representative, if it so desires, and that said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE'S engineer shall prevail on work within STATE'S right-of-way.

(15) That this agreement shall terminate upon completion and acceptance of PROJECT by STATE and CITY or on December 31, 1987, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated in writing by mutual agreement.

STATE OF CALIFORNIA
Department of Transportation

CITY OF SACRAMENTO

LEO J. TROMBATORE
Director of Transportation

By _____
Mayor

By _____
District Director

Attest: _____
City Clerk

Approved as to Form and Procedure

Attorney
Department of Transportation

EXHIBIT A

<u>Item</u>	<u>Estimated Const. Cost*</u>	<u>State Share</u>	<u>City Share</u>	<u>Pro-rata Share % State/City</u>
Loc-1 (Vallejo Way)	12,500	6,250	6,250	50/50
Loc-2 (Weller Way)	16,000	10,672	5,328	66.7/33.3
Loc-3 (College Ave)	22,000	14,674	7,326	66.7/33.3
Loc-4 (13th Ave)	21,000	14,007	6,993	66.7/33.3
Loc-5 (College Ped X-ing)	27,000	None	27,000	0/100
Loc-6 (Sutterville Rd-E)	21,000	14,007	6,993	66.7/33.3
Loc-7 (Sutterville Rd-W)	19,000	12,673	6,327	66.7/33.3
Loc-8 (Wentworth/Stacia)	27,000	13,500	13,500	50/50
Loc-9 (Harian/Irvin)	27,000	13,500	13,500	50/50
Loc-10 (Fruitridge)	35,000	17,500	17,500	50/50
Loc-11 (35th Ave)	15,000	10,005	4,995	66.7/33.3
Loc-12 (Blair Ave)	21,000	10,500	10,500	50/50
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Sub Total	\$263,500	\$137,288	\$126,212	52/48
Signal Interconnect	55,385	28,800	26,585	52/48
Traffic Control	32,308	16,800	15,508	52/48
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Sub Total	\$351,193	\$182,888	\$168,305	52/48
5% Contingencies	17,560	9,131	8,429	52/48
<hr/>				
TOTAL CONSTRUCTION COST	\$368,753	\$192,019	\$176,734	52/48
8% P.E.	29,500	15,340	14,160	52/48
14% C.E.	51,625	26,845	24,780	52/48
<hr/>				
TOTAL PROJECT COST	\$449,878	\$234,204	\$215,674	52/48

* Including State-furnished material

September 29, 1986

State of California
Department of Transportation
District 3
P.O. Box 911
Marysville, CA 95901

Dear Gentlemen:

On September 23, 1986 the Sacramento City Council adopted Resolution No. 86-724 authorizing the execution of a cooperative agreement between the City of Sacramento and State of California for the modification of traffic signals along Freeport Boulevard.

Enclosed are six (6) copies of said agreement executed by the City as authorized by the attached certified resolution.

Upon final execution, please return three (3) copies of said agreement to the Office of the City Clerk for the City's distribution.

Sincerely,

LORRAINE MAGANA, CITY CLERK

Janice Beaman
Deputy City Clerk

JB/imc/29
Enclosures

cc: Public Works

DEPARTMENT OF TRANSPORTATION

DISTRICT 3

P.O. BOX 911, MARYSVILLE 95901

(916) 741-4370

RECEIVED
CITY CLERKS OFFICE
CITY OF SACRAMENTO

DEC 22 2 48 PM '86

December 17, 1986

03-Sac-160-38.1/40.8
From Blair Ave. to Vallejo Way
St. Dist. Agree. No. 03C338Ms. Lorraine Magana
City Clerk
Room 203
9th & I Streets
Sacramento, CA 95814

Dear Ms. Magana:

Attached for your files and the City's distribution are three (3) copies of the fully-executed cooperative agreement between the State and the City of Sacramento covering the modification of traffic control signal systems and safety lighting on State Highway Route 160 at various locations in the City of Sacramento.

Thank you for your continued cooperation.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Sam Johnson".

Sam Johnson, Chief
Traffic Operations Branch B

Attachment