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CITY OF SACRAMENTO

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DEPARTMENT OF LAW  
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SUITE 201 TELEPHONE (916) 449-5346

March 13, 1984

City Council  
City Hall  
Sacramento, CA 95814

CITY MANAGER'S OFFICE  
**RECEIVED**  
MAR 8 1984

**APPROVED**  
BY THE CITY COUNCIL

MAR 13 1984

OFFICE OF THE  
CITY CLERK

RE: AGREEMENT WITH STDA - K STREET MALL  
DEMOLITION FOR LIGHT RAIL PROJECT

Honorable Members in Session:

SUMMARY

The attached agreement authorizes the Sacramento Transit Development Agency (STDA) to remove the structures and improvements located in the center 52 feet of the K Street Mall between 7th and 12th Streets.

BACKGROUND

The attached agreement authorizes STDA to remove the existing structures and improvements in the center 52' of the K Street Mall between 7th and 12th Streets. All work shall be done at STDA's cost. The City Director of Public Works has approved the plans and specifications relating to the mall demolition. The construction work is to be completed within six months. No work will be conducted during the Christmas and New Year's season. Demolition work will be conducted one block at a time, except that work in the blocks between 8th and 10th Streets may be conducted 1/2 block at a time in order to permit fire equipment to gain better access to existing buildings in the area. STDA is required to maintain rights-of-way of no less than 10' on one side and 13' on the other side of the mall area. The agency is required to maintain existing access to adjacent businesses by the general public and delivery vehicles. An 8' fence will be constructed around the work area in each block where the demolition is occurring. After the mall improvements are removed, a temporary asphalt paving will be installed until the light rail construction project commences in early 1985. STDA is required to maintain adequate construction warning signs and traffic control devices. The agency is also required to hold the City harmless from any and all actions arising out of the demolition project and to maintain liability insurance of \$5 million.

A copy of the complete agreement is attached for your information. STDA has already approved this agreement. Work on the mall demolition is scheduled to commence in the middle of April.

Agreements for the construction of the light rail tracks, etc. and the maintenance and operation responsibilities of the various agencies will be submitted to the City Council at a later date.

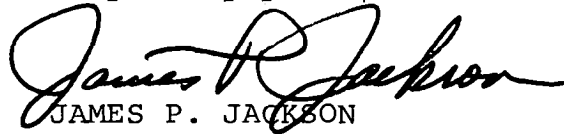
FINANCIAL IMPACT

There is no financial impact upon the City since the agency assumes all costs of the demolition and indemnifies the City for claims, etc. relating to the project.

RECOMMENDATION

Approval of this agreement is recommended by the City Manager.

Very truly yours,



JAMES P. JACKSON  
City Attorney

RECOMMENDATION APPROVED:

  
Walter J. Slips  
CITY MANAGER

JPJ:mb

Attachment

District 1  
March 13, 1984

**RESOLUTION NO. 84-209**

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION APPROVING THE SACRAMENTO LIGHT RAIL PROJECT AGREEMENT RELATING TO THE K STREET MALL DEMOLITION

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

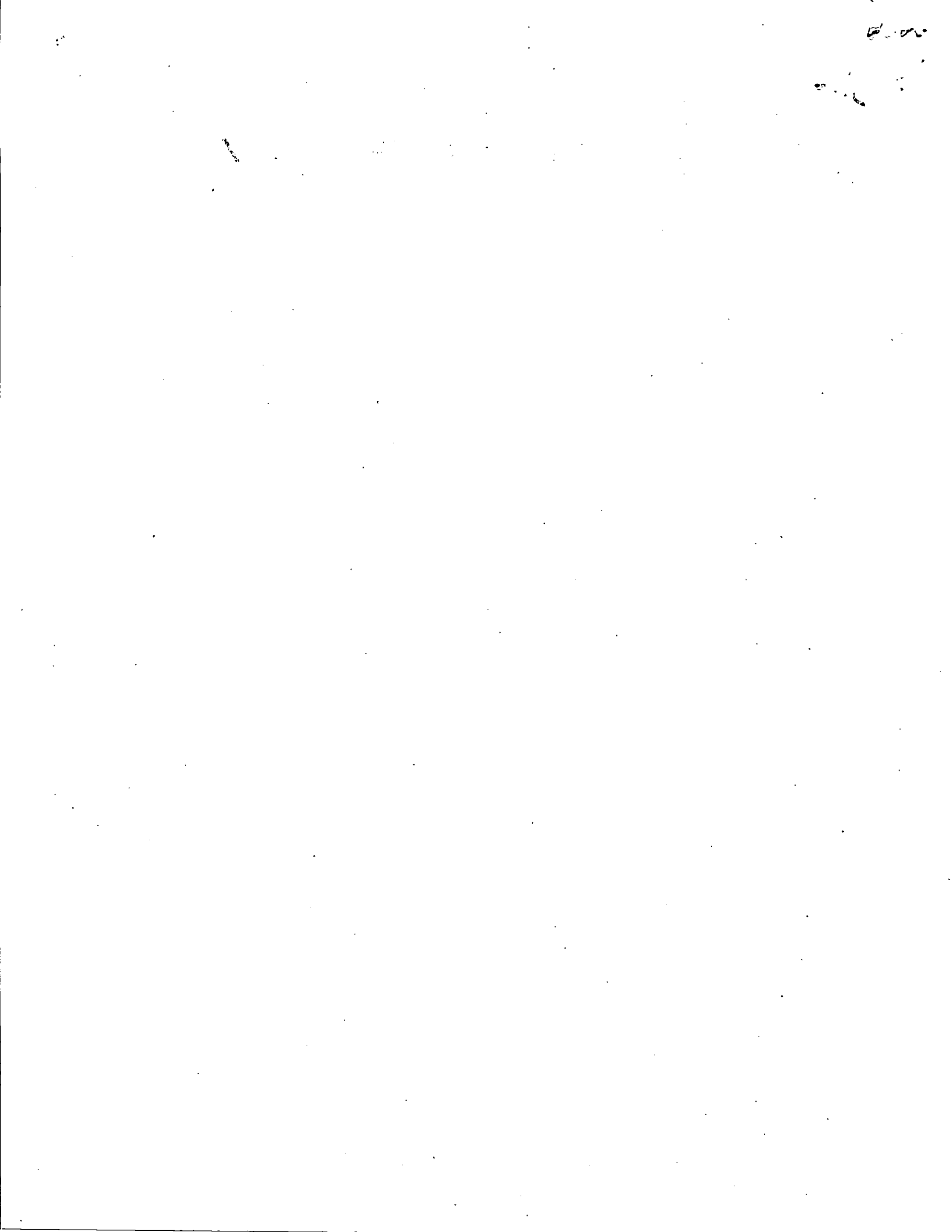
That the agreement between the Sacramento Transit Development Agency and the City of Sacramento, dated March 13, 1984, relating to the Sacramento Light Rail Project - K Street Mall demolition - is hereby approved and the City Manager is authorized and directed to execute said agreement on behalf of the City of Sacramento.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**APPROVED**  
BY THE CITY COUNCIL  
MAR 13 1984  
OFFICE OF THE  
CITY CLERK



SACRAMENTO LIGHT RAIL PROJECT  
PROJECT AGREEMENT  
K STREET MALL DEMOLITION

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the SACRAMENTO TRANSIT DEVELOPMENT AGENCY (herein referred to as "AGENCY") and the CITY OF SACRAMENTO (herein referred to as "CITY").

WHEREAS, AGENCY desires to demolish the existing K Street Mall between 7th and 12th Streets to provide for the construction of a new transit mall in the same area to accommodate the operation of a light rail line to be constructed by AGENCY.

NOW, THEREFORE IT IS AGREED:

1. CITY agrees and consents to the removal by AGENCY of all existing structures and improvements located in the center fifty-two feet (52') of the K Street Mall between 7th and 12th Streets, hereinafter referred to as "the demolition". Exhibit A attached hereto and incorporated herein by reference depicts the demolition area. All work shall be done by AGENCY's sole cost and expense.

2. City's Director of Public Works shall approve in writing all plans and specifications relating to the demolition before any work commences.

3. All work to be performed hereunder shall be completed within six (6) months after work first commences. No work shall be conducted or in progress between November 22, 1984, and January 6, 1985. No extention of time shall be granted because of any period during which work is not conducted, except that Agency shall be excused of any delay caused by acts of God, wars,

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strikes, adverse weather conditions not reasonably anticipatable,  
or other causes beyond its control.

4. AGENCY shall salvage any materials and equipment designated by CITY's Director of Public Works and deliver same to sites selected by CITY. All other materials and equipment shall be disposed of by AGENCY in a lawful manner.

5. AGENCY shall protect and preserve all trees and street lighting standards designated in advance by CITY's Director of Public Works and CITY's Director of Community Services for protection or preservation, in a manner acceptable to CITY.

6. AGENCY agrees that any modification of the CITY water system necessitated by the demolition shall be approved in writing in advance by CITY's Director of Public Works, pursuant to such procedures as the Director may prescribe, and paid for by AGENCY. CITY shall not require new water lines in new locations (except as necessitated by the demolition) or larger water lines than are currently present, unless CITY pays the additional incremental cost therefor.

7. AGENCY shall conduct demolition work in no more than one block at any time, and all work, except relocation of the wood fence enclosing the work area from one block to the next, shall be completed in one block before work begins in any other block; provided, however, that AGENCY may conduct work in one-half of the block between 8th and 9th Streets and one-half of the block between 9th and 10th Streets at the same time. AGENCY shall notify all businesses located along the Mall in advance in writing of the demolition work schedule.

8. At all times during the work authorized hereunder, AGENCY shall maintain no less than ten feet (10') on one side and thirteen feet (13') on the other side of unobstructed pavement.

between the current work area and the businesses abutting the block where work is being conducted, unless otherwise specifically approved in writing by CITY's Director of Public Works, and shall maintain existing access to such businesses by the general public and delivery vehicles.

9. AGENCY shall construct a temporary solid panel wood fence eight feet (8') high to completely enclose the work area at the location designated in the demolition plans and specifications. The fence shall contain such removable panels as may be approved by CITY's Fire Chief. AGENCY shall be permitted to reuse said panels on each block. Gates will be permitted. The fence shall not be removed until all work within the work area, including paving, is completed. Once the fence is removed, the public shall be permitted pedestrian and delivery vehicle access to the paved area.

10. AGENCY shall install and maintain removable barriers, approved in writing by the CITY's Director of Public Works, at both ends of each block completed, in order to prevent general vehicle traffic from turning from the cross streets onto the Mall.

11. AGENCY shall install adequate construction warning signs and traffic control devices on all cross streets which intersect with the demolition area, to the satisfaction of CITY's Traffic Engineer.

12. AGENCY shall cause the demolition to be conducted in such a manner that existing utility facilities and electrical circuits located within the demolition area are not disturbed or disrupted.

13. AGENCY shall provide a drainage system during and after the demolition which conveys any accumulated water to CITY's

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sewer system. AGENCY shall not permit mud, concrete, or other materials to enter CITY's sewer system.

14. In addition to the signs required by Paragraph 11 of this agreement, AGENCY shall require its demolition contractor(s) to post warning signs around the work area.

15. AGENCY shall maintain adequate access for emergency fire equipment throughout the demolition work. Detailed fire access plans shall be approved by the Fire Chief prior to the commencement of work on each block.

16. AGENCY shall be responsible for maintenance of the demolition area from the commencement of demolition until the commencement of construction of the new transit mall, except that CITY shall provide to the area the same general CITY services (e.g., police patrol, street cleaning) as it provides to other portions of the K Street Mall during that period. In the event that any paving, fencing, barricades or other improvements installed by AGENCY or required by this agreement or any equipment used by AGENCY or its contractor are damaged by fire or police equipment or personnel in the course of fighting a fire or responding to any other emergency, or in the event that any paving installed by AGENCY is damaged by CITY vehicles or equipment performing routine services, AGENCY shall pay the cost of repair or replacement.

17. AGENCY shall and does hereby assume the defense of, and indemnify and hold harmless CITY, its officers, employees and agents from and against any and all actions, claims, loss, damages, injury, expense and liability of every kind, nature or description, including attorney fees reasonably incurred, to which they may be subjected by reason of, or resulting from, or arising out of, directly or indirectly, any work done pursuant to this agreement, whether or not within the scope of this agreement.



and whether or not caused in part by the negligent act or omission of a party indemnified hereunder. This indemnification shall extend to any actions or claims related to K Street Mall Assessment District Number 4074, including but not limited to past or future payments of assessments of said district; provided, however, the foregoing shall not include any claim or dispute unless it arises at least in part from the demolition of the improvements financed by said district. It is the intent of the indemnification that AGENCY bear all costs, losses, and damages which may result from or arise out of, in any way, the demolition project, not predicated on the sole active negligence of CITY.

18. AGENCY and its contractor(s) shall throughout the demolition work maintain in full force and effect a bodily injury, personal liability and property damage insurance policy in an amount not less than \$5,000,000 Single Limit per Occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are Additional Insureds under the policy. The policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by City or other Additional Insureds will be called upon to contribute to a loss covered thereunder. Said policy shall provide that the policy shall not be cancelled or changed without thirty (30) days prior written notice thereof to CITY's Director of Public Works. Two copies of the policy shall be furnished to CITY's Director of Public Works prior to the commencement of any work hereunder.

19. The parties to this agreement do not constitute a joint venture, partnership, or any other relationship or association.

20. Any notice demand or communication to be given in connection with this Agreement shall be served by personal service or postage paid mail as follows:

TO CITY:

Director of Public Works  
City Hall, Room 207  
915 I Street  
Sacramento, CA 95814

TO AGENCY:

Project Director  
1201 I Street  
Sacramento, CA 95814

21. This Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers.

SACRAMENTO TRANSIT DEVELOPMENT  
AGENCY

CITY OF SACRAMENTO

BY: Anne Ruder  
Chair, STDA Governing Board

BY: \_\_\_\_\_  
City Manager

APPROVAL RECOMMENDED:

APPROVED AS TO FORM:

BY: John W. Schumann  
John W. Schumann  
STDA Executive Director

BY: James P. Jackson  
Deputy City Attorney

BY: James E. Roberts  
James E. Roberts  
STDA Project Director

APPROVED AS TO FORM:

BY: Christina Prim  
Christina Prim, STDA Attorney

May 8, 1984

Sacramento Transit Development Agency  
Attn: James E. Roberts  
1201 I Street  
Sacramento, CA 95814

Dear Mr. Roberts:

On March 13, 1984, the Sacramento City Council adopted resolution No. 84-209 authorizing the execution of Sacramento Light Rail Project Agreement K Street Mall Demolition.

Enclosed, for your records, is one fully certified copy of said agreement and authorizing resolution.

Sincerely,



Lorraine Magana  
City Clerk

LM/km/28  
Enclosures

cc: Public Works Department

May 9, 1984


John Schumann  
c/o Sacramento Transit Development Agency  
926 "J" Street, Room 611  
Sacramento, CA 95814

Dear Mr. Schumann:

Enclosed, for your records. is one fully certified, stamped, and sealed copy of the Sacramento Light Rail Project Agreement.

Thank you for your cooperation.

Sincerely,

  
Lorraine Magana  
City Clerk

LM/slk/28

*city Clerk*

RIGHT-OF-WAY CERTIFICATION

SACRAMENTO TRANSIT DEVELOPMENT AGENCY

February 27, 1984  
Date

Sacramento Light Rail Project  
Identification Number

N/A  
Federal Project No.

"K" Street Mall, Sacramento  
Street, Road or Project Name

7th Street to 12th Street  
Job Limits

Right-of-way acquisition was not required for the construction of this project since all work is being done as set forth below:

1. STATUS OF RIGHT-OF-WAY ACQUISITION

All construction is within existing right-of-way.

- 2. STATUS OF AFFECTED RAILROAD FACILITIES - N/A
- 3. DESIGNATED MATERIAL SITES - N/A
- 4. DESIGNATED DISPOSAL AREAS - To be disposed of outside Right-of-way.

5. UTILITIES

A. Status of Relocation

<u>Company</u>	<u>Type Facility</u>	<u>Relocation Date</u>
City Water	Stub Abandon Line	*During Contract
City Fire	Alarm Circuit	*During Contract (*Contract Items)

B. High and Low Risk

This will be a State administered project and the high and low risk underground facilities meet Caltrans requirements for minimum clearance.

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CITY OF SACRAMENTO

MAR 14 4 39 PM '84

6. SCHEDULE FOR REMOVAL OF IMPROVEMENTS AND OBSTRUCTIONS -

The Contract is for removal of obstructions.

7. UNAUTHORIZED ENCROACHMENTS - N/A

8. COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS REGARDING THE ACQUISITION OF REAL PROPERTY

The acquisition of right-of-way was not required.

9. COMPLIANCE WITH RELOCATION ADVISORY ASSISTANCE AND PAYMENTS PROVISIONS OF FEDERAL AND STATE LAW

The project did not require the displacement of any persons or business.

I HEREBY CERTIFY the right-of-way on this project as conforming to Statement No. 1 of Paragraph 5c of FHPM 642, Subsection 1.

The Sacramento Transit Development Agency (STDA) agrees to hold the State of California harmless from any liability which may result in the event the right-of-way is not clear as certified. If the State is named in a damage suit as a result of the right-of-way not being clear as certified, the STDA agrees that, at the request of the State, it will assume full responsibility for the conduct of the defence and provide such assistance as the State may require and will pay any judgements issued against the State and all costs in connection with the defence.

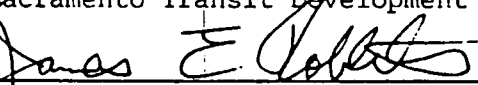
Approved as to Form and Legality

By:   
CHRISTINA PRIM, Attorney  
Sacramento Transit Development Agency

Date: 2-27-84

Recommended

By:   
JOHN W. SCHUMANN, Executive Director  
Sacramento Transit Development Agency

By:   
JAMES ROBERTS, Project Director  
Sacramento Transit Development Agency

Approved

By:   
ANNE RUDIN, Chairperson  
Sacramento Transit Development Agency