



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



January 9, 1989

CITY MANAGER'S OFFICE
RECEIVED
JAN 5 1988

Redevelopment Agency of the
City of Sacramento
Sacramento, California



Honorable Members in Session:

SUBJECT: Docks Project - Authorization to Execute an Agreement with the City of Sacramento for Design of Neasham Circle Extension and Related Actions Required to Assemble the Docks Hotel Site

SUMMARY

The attached resolution requests that the Executive Director of the Redevelopment Agency of the City of Sacramento be authorized to execute an Agreement with the City of Sacramento for design services related to the extension of Neasham Circle between Capitol Mall Street and "O" Street in the Docks Project Area. The resolution also authorizes the Executive Director to negotiate with Cal Trans to acquire the right of way necessary for the road realignment, and to request abandonment of Front Street. The Agreement obligates \$48,000 of the Docks budget line item for this purpose.

BACKGROUND

On December 7, 1987 the City Council approved the Docks Area Master Plan and associated Environmental Impact Report (EIR). Part of the Master Plan involves the creation of a hotel site on Capitol Mall. As you recall, Riverview Development Group, the Docks developer, has entered into a legally binding Joint Venture Agreement with Embassy Suites Hotels, Inc. to develop a 245-room hotel on the site. The hotel site is created by abandoning Front Street between Capitol Mall and "O" Street and realigning Neasham Circle to parallel the Interstate-5 freeway. (See attached map-Exhibit I.)

1-10-89

D-1

Faint, illegible text at the top of the page, possibly a header or title.

APPROVED
[Signature]
[Date]

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

31

Redevelopment Agency of the
City of Sacramento
January 9, 1989
Page 2

Neasham Circle once extended and realigned will become a public street as is. The Agency is requesting the City Department of Public Works to design the required improvements. In addition, there are certain critical utilities within the portion of Front Street to be abandoned, specifically a 12" and a 42" waterline. The Agency is also requesting that the City serve as lead agency in studying the future placement of the waterlines. (The full Agreement is attached as Exhibit II.)

In addition, two related actions are authorized by the attached resolution: (1) authorization for the Executive Director to negotiate with CalTrans for purchase of surplus property in the I-5 freeway right of way which is necessary for the realignment of Neasham Circle, and (2) authorization for the Executive Director to submit an application for abandonment of Front Street between Capitol Mall and "O" Street in order to create the Docks Hotel Site.

Both of these actions were contemplated in the Docks Master Plan and EIR approved by the Redevelopment Agency of the City of Sacramento on December 7, 1987.

FINANCIAL DATA

The Agreement obligates \$48,000 of the Docks budget (Downtown 1987 Tax Allocation Bond Fund, C00457). An additional \$35,000 for design services may be necessary to design waterline relocation plans and specifications depending on the recommendations of the waterline study. Funds available in the Docks cost center are:

1989 Budget	\$ 598,380
Less Pending Agreement	<u>(48,000)</u>
Balance Available	\$ 550,380

ENVIRONMENTAL REVIEW

On December 7, 1987, the City Council and the Redevelopment Agency of the City of Sacramento certified an Environmental Impact Report for the Docks Master Plan. The Master Plan and EIR contemplated both the abandonment of Front Street and the realignment of Neasham Circle.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency of the
City of Sacramento
January 9, 1989
Page 3

POLICY IMPLICATIONS

The requested action is consistent with previously approved policy and serves to implement the approved Docks Master Plan.


VOTE AND RECOMMENDATION OF COMMISSION

It is anticipated that at its regular meeting of January 9, 1989, the Sacramento Housing and Redevelopment Commission will adopt a motion recommending adoption of the attached resolution. Should the Commission fail to do so, the staff will inform the Redevelopment Agency at its meeting on January 10, 1989.

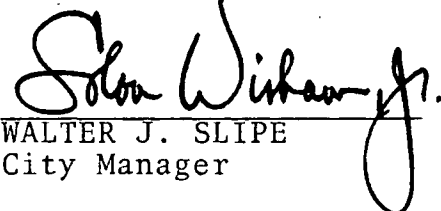
RECOMMENDATION

It is recommended that the Redevelopment Agency of the City of Sacramento adopt the attached resolution authorizing the Executive Director of the Redevelopment Agency of the City of Sacramento to execute the attached Agreement with the City of Sacramento for design of Neasham Circle.

Respectfully submitted,


WILLIAM H. EDGAR
Executive Director

TRANSMITTAL TO COUNCIL:


fr: WALTER J. SLIPE
City Manager

Contact Person: Trish Davey, 440-1315

RESOLUTION NO. 89-005

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO
ON DATE OF

EXECUTION OF AGREEMENT WITH THE CITY OF SACRAMENTO
FOR DESIGN SERVICES FOR NEASHAM CIRCLE REALIGNMENT
AND RELATED ACTIONS

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1: The Executive Director is hereby authorized to execute the Agreement with the City of Sacramento for design services for Neasham Circle realignment, a copy of which is attached.

Section 2: The Executive Director is authorized to allocate a sum not to exceed \$48,000 from the Docks Project budget for services rendered under the said Agreement.

Section 3: The Executive Director is authorized to negotiate with the State of California Department of Transportation to acquire appropriate rights to property owned by the State Department of Transportation which is necessary for the realignment of Neasham Circle.

Section 4: The Executive Director is authorized to take all actions necessary for abandonment of Front Street and the merger of lot lines as may be necessary to create the Hotel Site, pursuant to the Docks Master Plan for the Docks Project.

SECRETARY

CLERK

AGREEMENT BETWEEN
CITY OF SACRAMENTO
AND THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
FOR
ENGINEERING SERVICES
THE REALIGNMENT AND EXTENSION OF NEASHAM CIRCLE
AND FOR WATER MAIN RELOCATION ASSOCIATED WITH
THE DOCKS DEVELOPMENT
(JN:1934)

THIS AGREEMENT is made and entered into this _____ day of _____, 1988, by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY", and the SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, a public corporation, hereinafter referred to as "AGENCY".

WITNESSETH

WHEREAS, the City Council of the City of Sacramento and the Redevelopment Agency of the city of Sacramento approved the Docks Master plan and EIR on December 7, 1987, and directed the Executive Director to carry out the Master Plan and

WHEREAS, the approved Docks Master Plan calls for the design and construction of the realignment of Neasham Circle and the abandonment of Front Street right-of-way, including utility relocations which may be necessitated by right-of-way abandonment, to enhance and optimize the use of land for the Embassy Suites site of the Docks Development project; and

WHEREAS, AGENCY has determined that it may be necessary to relocate the existing 42-inch water main located in the Front Street right-of-way to be abandoned; and

WHEREAS, AGENCY has agreed to fund the design and construction of the Neasham Circle realignment and the 42-inch water main relocation; and

WHEREAS, AGENCY has contracted with Carrissme, Harper and Rohr to use Raymond Vail and Associates for the preparation of a topographic survey for the Docks Development project area which includes the Neasham Circle project area; and

WHEREAS, AGENCY desires the CITY to provide design services for the realignment and extension of Neasham Circle and for the 42-inch water main relocation, if necessary, hereinafter referred to as "PROJECT".

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1: CITY and AGENCY agree that CITY is not responsible for Embassy Suites Hotel site development requirements but only those requirements as indicated in Exhibit A related to Neasham Circle.

SECTION 2: CITY agrees to provide the AGENCY with design services for the PROJECT as defined in Exhibit A. The City Department of Public Works will be responsible for design of the PROJECT, including coordination with CITY Departments and assistance in coordination with Caltrans.

SECTION 3: AGENCY and CITY agree that CITY will be reimbursed for actual direct and indirect salary, fringe benefits, and overhead costs, as well as all nonsalary benefits, for providing services described in Section 2 above, at a total amount currently estimated to be as follows:

PHASE I: To design and prepare construction documents for Neasham Circle extension (\$35,000) and study waterline location alternatives (\$13,000) for a total amount not-to-exceed \$48,000. This phase of the project may proceed immediately upon execution of this agreement.

PHASE II: Design Waterline Relocation and preparation of construction documents for a total cost not-to-exceed \$35,000. This phase of the work shall be authorized by the Agency in writing if the waterline location study indicates that relocation is the most advantageous alternative and is approved by the Agency.

CITY will accumulate and bill the AGENCY for non-salary expenses and labor charges. Payment by AGENCY to CITY for services described in Section 2 above will be payable to CITY based upon monthly billings prepared by the CITY. AGENCY agrees to pay within 30 days of billing by CITY. If AGENCY fails to proceed with or terminates the PROJECT, AGENCY agrees to reimburse CITY for all expenses incurred by CITY during the performance of work described by the agreement. Services to be provided and estimated costs shall be as defined in Exhibit A.

SECTION 4: AGENCY agrees, by execution of this agreement, to assume the defense of, indemnify and hold harmless, CITY, its officers, employees and agents, from and against all actions, damages, claims, losses, or expenses of every type and description to which they may be subject or put, by reason of, or resulting from, the construction or installation or improvements until such time as improvements are dedicated to the CITY.

SECTION 5: AGENCY agrees that the project is not a CITY project and finds that the obligations arising from this agreement are not a debt of CITY, not a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or any of its income, receipts, or revenues. AGENCY further agrees that neither the General Fund nor any other funds of CITY shall be liable for payment of any obligations arising from this agreement unless they are in excess of the costs authorized in Section 3 above. AGENCY further agrees that the credit or general taxing power of CITY is not pledged for the payment of any obligations arising from this agreement and that AGENCY shall not compel the exercise of CITY's taxing power or the forfeitures of any of its property to satisfy any obligations arising from this agreement.

SECTION 6: Modifications or amendments affecting the terms and conditions contained in this agreement shall be in writing and executed by all parties.

SECTION 7: Upon project completion, CITY shall receive dedication of all improvements within the public right-of-way.

CITY: CITY OF SACRAMENTO, a municipal corporation

BY: _____

TITLE: _____

AGENCY: SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, a public corporation

ATTEST:

BY: _____

CITY CLERK

TITLE: _____

APPROVED AS TO FORM:


CITY ATTORNEY

CQ:vr
AGR4-05.E
DOCKS.1

12.2288.5

REALIGNMENT AND EXTENSION OF NEASHAM CIRCLE

AND 42-INCH WATER MAIN RELOCATION

PROPOSAL FOR ENGINEERING SERVICES

(JN:1934)

The realignment and extension of Neasham Circle and 42-inch water main relocation have been identified by the Sacramento Housing and Redevelopment Agency (SHRA) as necessary components of the proposed Agency-initiated Docks Development project. The Neasham Circle realignment and the 42-inch water main relocation will enhance and optimize land usage for the development of the Embassy Suites site that is a part of the overall development. This proposal presents a brief description of the project, proposed scope of services, and an estimated cost for the preparation of construction documents, contract administration, project management, and construction inspection services for this project.

PROJECT DESCRIPTION

NEASHAM CIRCLE REALIGNMENT

The limits of the project, as discussed with SHRA, are the seal slab (south edge) on Neasham Circle just south of Capitol Mall, south to the intersection of the centerlines of "O" Street and Front Street, plus the required distance at each end to provide for transition between the proposed improvements and existing improvements (to match existing lines and grades).

Neasham Circle presently joins Front Street at a "T"-shaped intersection approximately midway between Capitol Mall and the "O" Street overcrossing of Neasham. This project calls for Neasham Circle to be realigned to be parallel and directly adjacent to Interstate 5, and extended to form a "T" intersection at "O" Street. The Agency is pursuing the abandonment of Front Street between Capitol Mall and "O" Street and the abandonment of the portion of Neasham Circle right-of way where it currently joins Front Street.

It is anticipated that a significant amount of coordination will be required with Caltrans regarding the proposed construction adjacent to Interstate 5 (including construction of a barrier rail between I-5 and the realigned portion of Neasham Circle); the acquisition and abandonments of rights-of-way; relocation or abandonment of existing Caltrans irrigation facilities; relocation of existing groundwater monitoring wells; and locations of proposed additional groundwater monitoring and dewatering facilities within the project area that Caltrans intends to install in the near future.

The Agency has indicated that the proposed realignment of Neasham must be designed and constructed by July, 1989. A desired schedule for completing the work in this time frame is provided in Attachment 1.

42-INCH WATER MAIN RELOCATION

The Front Street right-of-way is to be abandoned as part of this project to provide for full utilization of the proposed hotel site. Based on preliminary site development plans, SHRA staff indicate that the proposed parking structure will actually extend into the existing Front Street right-of-way necessitating relocation of the existing utilities including the 42-inch water main.

A proposed alignment for the relocation of the 42-inch water main has not yet been identified; a study of the available alternatives and selection of a recommended alternative will be required prior to design.

SCOPE OF SERVICES

The proposed services to be provided are itemized below:

1. Study of alternative water main relocation alignments and definition of relocation requirements.
2. Design and preparation of construction documents, specifications, estimates, and right-of-way descriptions, including necessary soils testing, for the realignment of Neasham Circle and 42-inch water main relocation.
3. Definition of project design criteria, including coordination with Caltrans, City Departments, SHRA, and the hotel developers (Riverview Development Group).
4. Review and checking of the construction plans, specifications, and cost estimates.
5. Construction bidding
6. Administration of construction contract (payments).
7. Construction inspection services

ESTIMATE OF COSTS

It is understood that the Agency will fund the actual construction costs which will be refined after bids are received. Preliminary estimates, based on the current conceptual project definition, have been provided on the attached estimate.

The estimated total project cost is \$713,000. A cost breakdown is provided in Attachment 2. Should the above scope of services be modified, the estimated design costs must be adjusted accordingly.

ATTACHMENT 1

PROJECT MILESTONE DATES
NEASHAM CIRCLE REALIGNMENT
(PN:1943)

<u>Activity</u>	<u>Date</u>
Consultant Services Agreement with RVA	January 10, 1989
Preliminary plan profile, cross-section	January 13, 1989
Final plans, specifications, cost estimate	March 1, 1989
Advertise for bids (three week period)	March 14, 1989
Sealed bids received	April 4, 1989
Contract bid award (three weeks after sealed bids received)	April 25, 1989
Notice to Proceed (three weeks after contract bid award)	May 16, 1989
Six weeks for construction	

ATTACHMENT 2

REALIGNMENT OF NEASHAM CIRCLE AND
42-INCH WATER MAIN RELOCATION

ESTIMATE OF COSTS

Neasham Circle:

Design and preparation of construction documents	\$ 35,000
Construction cost	225,000
Construction contingencies	22,500
Construction materials testing	4,500
Staking and inspection	<u>18,000</u>
	TOTAL \$305,000

42-Inch Water Main Relocation

Study, design, preparation of construction documents	\$ 48,000
Construction cost	300,000
Construction contingencies	30,000
Construction materials testing	6,000
Staking and inspection	<u>24,000</u>
	TOTAL \$408,000

GRAND TOTAL.....\$713,000

