



7

DEPARTMENT OF  
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY  
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO  
CALIFORNIA

927 TENTH STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2705

916-449-8220

CONSTRUCTION SECTION  
640 BERKUT DRIVE  
SUITE B  
SACRAMENTO, CA  
95814-0131

916-449-5282

October 11, 1988

Budget and Finance Committee  
Sacramento, California

Honorable Members In Session:

SUBJECT: Norwood Avenue and I-80 Traffic Signals - Amendment to the Capital  
Improvement Program and Transfer of Funds

SUMMARY

The State of California has agreed to enter into a Cooperative Agreement with the City of Sacramento for the installation of traffic signals at Norwood Avenue and I-80. Approval of the Cooperative Agreement between the State of California and the City, amendment to the Capital Improvement Program and transfer of funds is necessary.

BACKGROUND

A traffic signal system is to be installed at the intersection of Norwood Avenue and I-80. The State of California, Department of Transportation, has agreed to this installation and will request federal aid funding.

FINANCIAL

The State of California anticipates that federal aid (Interstate Rehabilitation "G") funds will be allocated for financing 100% of the construction, construction engineering and preliminary engineering costs that are eligible for federal aid participation. The State of California and the City will share the remainder of the costs; 50% State of California, 50% City. The costs that are ineligible for federal participation are preliminary engineering overhead and construction engineering overhead. This estimates to be \$4,950.

Prior to reimbursement from federal aid participation funds, the City will be required to design the project. It is estimated the design will cost \$20,000. These funds are

Budget and Finance Committee  
Norwood Avenue and I-80 Traffic Signals  
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available from the 1988/89 Miscellaneous Traffic Signal Improvement project (SB46) which has a fund balance of \$175,000 from Gas Tax (202) fund and \$24,000 from Major Street (209) fund. It is proposed that the Capital Improvement Program be amended by including this project and transferring the funds as shown in the attached resolution.

RECOMMENDATION

It is recommended the Budget and Finance Committee recommend approval of the addition of the project to the Capital Improvement Program and the transfer of funds, and forward the report to the full City Council for adoption of the attached resolution.

Respectfully submitted,



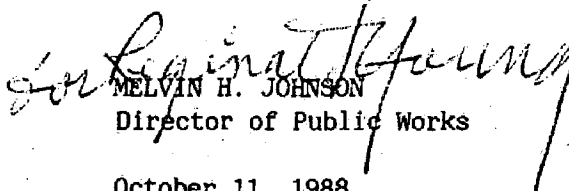
THOMAS M. FINLEY  
Engineering Division Manager

Recommendation Approved:

Approved:



JACK R. CRIST  
Deputy City Manager



MELVIN H. JOHNSON  
Director of Public Works

VG:rh  
ED5-19.8  
09.1988.2

October 11, 1988  
District No. 2

Attachment

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AMENDING THE CAPITAL IMPROVEMENT  
PROGRAM TO ADD PROJECT AND APPROPRIATE FUNDS  
FOR THE NORWOOD AVENUE AND I-80 TRAFFIC  
SIGNALS

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

1. The City Manager and the City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento a Cooperative Agreement with the State of California for the construction of traffic signals at Norwood Avenue and I-80.
2. The Capital Improvement Program is hereby amended by the addition of the project to install traffic signals at the intersection of Norwood Avenue and I-80.
3. The Capital Improvement Program is further amended by transferring funds as follows:

From:	202-500-SB46-4820	\$20,000
TO:	202-500-XXXX-4802	\$12,000
	202-500-XXXX-4831	1,000
	202-500-XXXX-4880	5,000
	202-500-XXXX-4881	<u>2,000</u>
	Total	\$20,000

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MAYOR

ATTEST:

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CITY CLERK

G:rh  
ED5-19.B

03-Sac-80-M6.0/M6.2  
03356 - 317301  
Norwood Ave. OC  
Dist. Agreement No. 03F070

COOPERATIVE AGREEMENT

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 installing traffic control signal and safety lighting at the intersections of Norwood Avenue Overcrossing with State Highway Route 80, referred to herein as "PROJECT", and desire to specify the terms and conditions under which PROJECT is to be engineered, constructed, financed, operated and maintained.

(2) If any work involving high/low risk underground facilities or sub-surface construction within said State highway is needed, STATE requires that said work be accomplished in accordance with STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way".

(3) It is anticipated that Federal-aid (IRG) Funds will be allocated for financing 100% of the (construction, construction engineering and preliminary engineering) costs which are eligible for Federal-aid participation, and STATE and CITY will bear the remainder of the costs as set forth herein.

SECTION I

## CITY AGREES:

(1) To provide all necessary preliminary engineering, including plans and specifications and utility identification and location, 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) If a consultant is used, to obtain STATE's approval of any requests for qualifications and requests for proposals prior to distribution for any work to be performed by consultant; to obtain STATE's approval as to proposed selection processes for any consultant, of the actual consultant selected if any, and of any contract with a consultant for this PROJECT, before said contract is executed by CITY.

(3) 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 "Manual 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, Article (11). CITY hereby acknowledges the receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way" and agrees to construct the PROJECT in accordance with such Manual.

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

(5) That PROJECT will be advertised, awarded, and administered in accordance with current State and Federal regulation.

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

(7) Upon completion of PROJECT, to furnish STATE a complete set of full-sized film positive reproducible as-built plans.

(8) To maintain the entire traffic control signals and safety lighting as installed and pay an amount equal to 50% of the total maintenance costs, including electrical energy costs.

(9) 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 FHWA payment of final voucher, or four (4) years from date of final payment under the contract, whichever is longer, all records and accounts relating to construction of the PROJECT.

## SECTION II

### STATE AGREES:

(1) To provide examples of Requests for Qualifications and Requests for Proposals including scopes of work for CITY use in procuring consultant assistance, to advise CITY on consultant procurement procedures and to participate in consultant selection, if CITY elects to retain one or more consultants to carry out the terms of this Agreement.

(2) To reimburse CITY for STATE's proportionate share of the cost of maintenance of said traffic control signals and safety lighting, such share to be an amount equal to 50% of the total maintenance costs, including electrical energy costs.

(3) To furnish the traffic signal control equipment for project. This equipment shall consist of signal controller units and signal control cabinets. The estimated cost of this STATE-furnished equipment is \$14,000 and the actual cost to STATE will be included in project costs for which STATE is to be reimbursed with Federal-aid (IRG) funds.

(4) To issue, upon proper application by CITY and by CITY's CONTRACTOR, the necessary encroachment permits for required work within the State Highway rights of way.

(5) To provide a State Project Coordinator to coordinate and promptly review the work of CITY and its consultants, if any, during the preparation of PS&E for PROJECT.

## 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. Should CITY award a contract for PROJECT prior to the allocation of resources by the California Transportation Commission, there is no guarantee of STATE's participation and CITY shall assume all risks thereof.

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

(3) That construction by CITY of improvements referred to herein which lie within STATE rights of way or affect STATE facilities, shall not be commenced until CITY's original contract plans involving such work, have been reviewed and approved by signature of STATE's District Director of District 3, or his delegated agent, and until an Encroachment Permit authorizing such work has been issued by STATE therefor. Receipt by CITY of CITY's contract plans signed by STATE shall constitute STATE's acceptance of and official approval of said plans.

(4) That CITY will obtain the aforesaid Encroachment Permit through the office of STATE's District 3 Permit Engineer and that CITY's application therefor shall be accompanied by reproducible tracings of aforesaid STATE approved contract plans. Receipt thereafter by CITY of the approved Encroachment Permit shall constitute CITY's authorization from STATE to proceed with work which lies within STATE rights of way or which affects STATE facilities, pursuant to work covered by this Agreement. CITY's authorization to proceed with said work shall, however, be contingent upon CITY's compliance with all provisions set forth in said Encroachment Permit.

(5) That CITY's contractor will also be required to obtain an Encroachment Permit from STATE prior to commencing any work which lies within STATE rights of way or which affects STATE facilities. The application for said Encroachment Permit shall be made through the office of STATE's District Permit Engineer and the permit shall be issued free of charge by STATE.

(6) CITY shall not advertise for bids to construct PROJECT until after an encroachment permit has been issued to CITY by STATE and until FHWA has authorized PROJECT for Federal participation, if Federal funds are requested.

(7) After opening bids for the PROJECT and if bids indicate a cost overrun of no more than 15% of the estimate will occur, CITY may award the contract.

(8) If, upon opening bids, it is found that a cost overrun exceeding 15% of the estimate will occur, STATE and CITY shall endeavor to agree upon an alternative course of action. If, after 30 days, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Article (10) of this Section III.

(9) Prior to award of the construction contract for the PROJECT, STATE may terminate this Agreement by written notice, provided that STATE pays CITY for all costs incurred by CITY receipt of said notice, such costs not to exceed expenditures of \$15,000.

(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, with total costs not to exceed \$15,000.

(11) If existing public and/or 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, which 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, plus cost of engineering overhead and inspection, in the amount of 50% STATE and 50% CITY. If any protection, relocation or removal of utilities is required, such work shall be performed in accordance with STATE policy and procedure. STATE will pay its share at the time of final billing based on actual costs.

(12) Upon completion of all work under this Agreement, ownership and title to all signals, materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in the STATE, and signals, materials, equipment and appurtenances installed outside of STATE's right of way will automatically be vested in the CITY, and no further agreement will be necessary to transfer ownership as hereinabove stated.

(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 accounting procedures.

(14) 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.

(15) 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.

(16) That, in the construction of said work, CITY will furnish a representative to perform the functions of a Resident Engineer, and STATE will, at no cost to CITY furnish a representative and that said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE's representative shall prevail on work within STATE's right of way.

(17) That the costs referred to herein are only "matching funds" based on the assumption that Federal-aid (IRG) Funds will be allocated for

financing approximately 100% of the costs as shown on Exhibit A. In the event that Federal-aid participation is not secured or is less than 100% of the cost, this Agreement may be terminated mutually or by either party at any time prior to the award of a construction contract or alternatively each party's participation may be renegotiated to "make up" for the loss of Federal funds. If termination occurs, costs shall be limited to the sums set in Articles (10) of this Section III.

(18) That those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the PROJECT construction contract by CITY or on January 1, 1991, whichever is earlier in time; however, the ownership, operation and maintenance clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA  
Department of Transportation

CITY OF SACRAMENTO

ROBERT K. BEST  
Director of Transportation

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

By \_\_\_\_\_  
District Director

Attest: \_\_\_\_\_  
City Clerk

Approved as to form and procedure

\_\_\_\_\_  
Attorney, Department of Transportation

Certified as to funds and procedure

\_\_\_\_\_  
District Accounting Officer

trpt84

03-Sac-80-M6.0/M6.2  
 Norwood Ave. OC  
 03356-317301  
 Dist. Agree. No. 03F070

EXHIBIT A  
 Estimate of Cost

Description	Total Est. Cost	IRG (100%)	CITY's Share (50%)	STATE's Share (50%)
<u>Construction Cost</u>				
Signals & Lighting	\$150,000	\$150,000	0	0
Roadwork	0	0	0	0
Total construction cost	<u>\$150,000</u>	<u>\$150,000</u>	<u>0</u>	<u>0</u>
<u>Engineering Cost</u>				
Prelim. Engrg. 7.2% of Constr. Cost	\$ 10,800	\$ 10,800	0	0
Prelim. Engrg.(Overhead) 2.8% of Const. Cost	4,200	0	\$2,100	\$2,100
Constr. Engrg. 11.2% of Constr. Cost	\$ 16,800	\$ 16,800	0	0
Constr. Engrg.(Overhead) 3.8% of Const Cost	\$ 5,700	0	\$2,850	\$2,850
Total Engineering Cost	<u>\$ 37,500</u>	<u>\$ 27,600</u>	<u>\$4,950</u>	<u>\$4,950</u>
Total Project Cost	<u>\$187,500</u>	<u>\$177,600</u>	<u>\$4,950</u>	<u>\$4,950</u>

trpt84