



CITY MANAGER'S OFFICE
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MAY 17 1989

**DEPARTMENT OF
PUBLIC WORKS**

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO
CALIFORNIA
APPROVED
BY THE CITY COUNCIL

MAY 23 1989

OFFICE OF THE
CITY CLERK

AG 88243

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

May 23, 1989

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Front Street Water Main Relocation (JN:1943)(PN:ZC96) - Execution of Individual Project Agreement (IPA) Between the City of Sacramento and Sacramento Housing and Redevelopment Agency (SHRA) and Appropriation of Funds

SUMMARY

Attached is an Individual Project Agreement (IPA) prepared by the SHRA allocating \$190,480 in Downtown Tax Increment Funds for construction of the Front Street water main relocation in the Docks Hotel Development project. Also, pursuant to prior City Agreement No. 88146, Section 3, attached is a memorandum from the Sacramento Housing and Redevelopment Agency (SHRA) authorizing the City to proceed with design services related to this project for a not-to-exceed amount of \$12,000. This item was considered by the Budget and Finance Committee at its May 16, 1989, meeting.

BACKGROUND

See the attached report to the Budget and Finance Committee.

FINANCIAL

See the attached report to the Budget and Finance Committee.

POLICY CONSIDERATIONS

There are no policy considerations associated with this item.

MBE/WBE EFFORTS

Not applicable.

City Council
Front Street Water Main Relocation (JN:1943)(PN:ZC96)
May 23, 1989
Page 2

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution which authorizes and directs the City Manager and City Clerk to execute the attached IPA and approves the fund appropriations related to the Front Street Water Main Relocation project.

Respectfully submitted,



THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:



WALTER J. SLIVE
City Manager

Approved:



MELVIN H. JOHNSON
Director of Public Works

CONTACT PERSON:

N. Dee Lewis, Supervising Engineer
(916)449-8230

May 23, 1989
District No. 1

TM:vr
ED3-01.E
04.2889.5

Attachment

1941

1941

RESOLUTION NO. ⁸⁹⁻⁴⁰² APPROVED
BY THE CITY COUNCIL

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF MAY 23 1989

OFFICE OF THE
CITY CLERK

RESOLUTION AUTHORIZING EXECUTION OF AN
INDIVIDUAL PROJECT AGREEMENT BETWEEN THE
CITY OF SACRAMENTO AND SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
FOR ENGINEERING AND CONSTRUCTION SERVICES RELATED TO THE
RELOCATION OF EXISTING WATER MAINS IN
FRONT STREET AND APPROPRIATION OF FUNDS
(JN:1943)(PN:ZC96)

BE IT RESOLVED by the City of Sacramento:

1. That pursuant to prior City Agreement No. 88146, Section 3, the City will provide design services related to water main relocation in Front Street for an amount not-to-exceed \$12,000.
2. That the City Manager and City Clerk are authorized and directed to execute an Individual Project Agreement (IPA) between the City of Sacramento and Sacramento Housing and Redevelopment Agency (SHRA) to construct water main relocation in Front Street for a not-to-exceed amount of \$190,480.
3. That the Revenue Budget is hereby amended by adding \$202,480 from the SHRA Downtown Tax Increment Fund to (206-500-2096-3530) to offset the costs related to services to be provided by the City.
4. That the Capital Improvement Program is hereby amended by appropriating \$202,480 from the Sacramento Housing and Redevelopment Agency Downtown Tax Increment Fund (206) to the 42-inch Water Main Relocation project (ZC96) as follows:

206-500-ZC96-4880	\$ 3,800
206-500-ZC96-4881	2,500
206-500-ZC96-4831	5,700
206-500-ZC96-4822	15,700
206-500-ZC96-4820	<u>14,780</u>
	\$202,480

MAYOR

ATTEST:

CITY CLERK



SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY



DATE: April 19, 1988
 TO: Caroline Quinn, Associate Civil Engineer
 FROM: Trish Davey, Senior Project Development Specialist
 SUBJECT: Docks Waterline Relocation--Plans and Specifications

Pursuant to City Agreement No. 88146, Section 3 regarding Engineering Services for the Docks Waterline Relocation Project, the Redevelopment Agency hereby authorizes the City Engineering Department to proceed with development of plans and specifications in accordance with the Proposal for Engineering Services (attached).

Work may begin immediately. The not-to-exceed allocation for the design phase is \$12,000 based on the estimated cost of \$10,500 included in the attached Proposal for Design Services.

Please send City billing information to the Redevelopment Agency to the attention of either Trish Davey or Jennifer Louks and reference the Docks Waterline Relocation Project.

As before, we appreciate your conscientious attention to the Docks Project. Please do not hesitate to call me if you have questions (440-1361).

Sincerely,

TRISH DAVEY
 Senior Project Development Specialist

TD/jll

Attachments

APR 23 1989

CC: Evelyn Williams, SHRA Finance



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DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

ENGINEERING DIVISION

916-449-8220

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

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

May 16, 1989

916-449-5282

Budget and Finance Committee
Sacramento, California

Honorable Members In Session:

SUBJECT: Front Street Water Main Relocation (JN:1943)(PN:ZC96) - Execution of Individual Project Agreement (IPA) Between the City of Sacramento and Sacramento Housing and Redevelopment Agency (SHRA) and Appropriation of Funds

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BACKGROUND

On January 10, 1989, the City Council approved Agreement No. 88146 to provide engineering services to the SHRA. Pursuant to this agreement, the City retained the firm of Raymond Vail and Associates (RVA) in February, 1989, to study alternatives for relocating existing water mains in Front Street to provide a suitable site for the Embassy Suites Hotel development.

Results of the study by RVA have been reviewed at meetings attended by the hotel developer, architect, RVA staff, SHRA and City staff. Based on this review, water main relocation alignments were selected.

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Budget and Finance Committee
Front Street Water Main Relocation (JN:1943)(PN:ZC96)
May 16, 1989
Page 2

FINANCIAL

Estimated costs related to design and preparation of construction documents are \$12,000. Estimated costs for services during construction are \$15,700. The estimated construction cost is \$174,780. The total project cost is estimated to be \$202,480.

All costs related to design and construction of water main relocation will be funded by SHRA Downtown Tax Increment Funds in accordance with the attached IPA and City Agreement No. 88146, Section 3.

POLICY CONSIDERATIONS

There are no policy considerations associated with this item.


MBE/WBE EFFORTS

Not applicable.

RECOMMENDATION

It is recommended that the Budget and Finance Committee forward the report to the full City Council for approval of the attached resolution which authorizes execution of the IPA between the City of Sacramento and SHRA and appropriates funds for the Front Street Water Main Relocation project.


Respectfully submitted.


THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:

Approved:


JACK R. CRIST
Deputy City Manager


MELVIN H. JOHNSON
Director of Public Works

CONTACT PERSON:
N. Dee Lewis, Supervising Engineer
(916)449-8230

May 16, 1989
District No. 1

EM:vr
ED3-01.E
04.2889.5

Attachment

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RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING EXECUTION OF AN
INDIVIDUAL PROJECT AGREEMENT BETWEEN THE
CITY OF SACRAMENTO AND SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
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(JN:1943)(PN:ZC96)

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206-500-ZC96-4822	15,700
206-500-ZC96-4820	<u>174,780</u>
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MAYOR

ATTEST:

CITY CLERK

ED3-01.E

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206-500-ZC96-4820	<u>174,780</u>
	\$202,480

MAYOR

ATTEST:

CITY CLERK

ED3-01.E

42-INCH AND 12-INCH WATER MAIN RELOCATION
IN FRONT STREET

PROPOSAL FOR ENGINEERING SERVICES

(JN:1943) (PN:ZC96)

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BACKGROUND

It has been determined that relocation of existing water mains in Front Street is the most feasible alternative to provide a suitable site for the proposed Embassy Suites Hotel in the Docks Area development.

The Front Street right-of-way between Capitol Mall and Neasham Circle is to be abandoned as part of the Docks Development project to provide for full utilization of the proposed hotel site. Based on preliminary site development plans, the west wall of the proposed hotel structure will actually extend into the existing Front Street right-of-way, necessitating relocation of the existing utilities, including a 12-inch and 42-inch water main.

The City retained Raymond Vail and Associates (RVA) in February 1989, to study alternatives for relocating the water main and to prepare a report summarizing the findings of the study. Based on the results of this study and on subsequent discussions at meetings attended by the hotel developer, architect, RVA staff, SHRA and City staff, a water main relocation alignment was selected.

PROJECT DESCRIPTION

The selected alternative relocates the 42-inch water main to an alignment approximately 25 feet to the west of its present alignment. This proposed relocation alignment falls between the proposed west hotel wall and the railroad tracks that extend north-south through the project area. The 12-inch main will be relocated approximately 6.5 feet to the west of the relocated 42-inch water main. See the attached detail. It is our understanding that the hotel architect will provide 25 feet of clearance between the existing railroad right-of-way line and the outside face of the west wall of the hotel. This should provide sufficient space for the relocated water mains.

The limits of the proposed relocation are the south right-of-way line of Capitol Mall and the intersection of Neasham Circle and Front Street. Approximately 400 lineal feet of 42-inch transmission main and 450 lineal feet of 12-inch water main will be installed. The existing main through the site will be abandoned in place with this project and will be removed as part of the hotel construction excavation.

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SCOPE OF WORK

DESIGN SERVICES

RVA has completed a topographic survey of the project area. This topo will be used in the design of the water main relocation. City staff will prepare construction plans, specifications and cost estimates: Design will be in accordance with City of Sacramento Design Standards and Specifications. Utility easement descriptions for the proposed alignment will also be prepared.

City staff will provide coordination with utility companies, State Department of Parks and Recreation (owner and operator of the adjacent railroad), SHRA, and the Embassy Suites developer and architect. The proposed water main alignment is approximately 60 to 70 feet east of the Sacramento River wall. Due to this proximity, coordination will be necessary with the State Reclamation Board and the U.S. Army Corps of Engineers.

An Environmental Impact Report (EIR) was previously prepared for the Docks Area Development Masterplan, and was approved by City Council on December 7, 1987. City staff will prepare and process a Categorical Exemption for this project.

CONSTRUCTION SERVICES

The City will advertise for construction bids and will award a construction contract after reviewing the bids with SHRA staff. In addition, City staff will provide construction contract administration, construction staking and inspection and materials testing.

COST ESTIMATES

Estimated costs related to the design and preparation of construction documents are \$10,500. Estimated costs related to services during construction are \$15,700. The estimated construction cost is \$174,800. Total project cost is estimated to be \$200,980. Estimates will be refined as construction documents are prepared.

PROJECT SCHEDULE

Embassy Suites Hotel construction is slated to begin in late 1989/early 1990. There are several scheduling constraints associated with the water main construction work. Due to the proximity of the proposed water main alignment to the Sacramento River wall, the State Reclamation Board may restrict construction activity after November 1.

A shutdown of the 42-inch water main will be necessary to make the connections between the new and existing mains. The Water Division generally does not allow shutdowns of major water transmission mains, such as this, during dry weather months. Consequently, the earliest date a shutdown may occur is November 1. These constraints will be reconciled during our coordination efforts.

Another constraint is the long lead time required for fabrication of the 42-inch transmission main pipe, which generally takes ten weeks. Due to these constraints, an ambitious schedule will be required for the preparation of the construction documents. A proposed schedule is attached.

CQ:vr:rh
CQ12-06.E
Attachment

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42-INCH AND 12-INCH WATER MAIN
RELOCATION IN FRONT STREET
PROJECT SCHEDULE

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<u>Milestone Date</u>	<u>Activity</u>
May 5, 1989	Complete construction plans, specifications, cost estimates, utility easement descriptions and Categorical Exemption. Plans sent out to SHRA, State Reclamation Board, U.S. Army Corps of Engineers, and State Department of Parks and Recreation for review and comment.
May 19, 1989	All comments received.
May 26, 1989	Finalization of construction documents complete.
June 6, 1989	City Council - advertise for bids.
July 11, 1989	Open bids.
July 25, 1989	City Council - approval to award construction contract.
August 1, 1989	Executed contract.
October 10, 1989	10 weeks - pipe fabrication lead time.
November 10, 1989	Completion of construction.

CQ:vr
CQ12-06.E

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42-INCH AND 12-INCH WATER MAIN
RELOCATION IN FRONT STREET

CONSTRUCTION COST ESTIMATE

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
42-inch water main	400 LF	\$ 225.00	\$ 90,000.00
12-inch water main	450 LF	57.00	25,650.00
42-inch 90° bends	4 EA	3,000.00	12,000.00
42-inch flexible couplings	4 EA	1,000.00	4,000.00
Connection to existing 42-inch	2 EA	4,500.00	9,000.00
Blow-off Assembly & M.H.	1 EA	3,000.00	3,000.00
Abandon existing 42-inch and 12-inch	JOB	-----	<u>2,000.00</u>
		TOTAL	\$145,650.00
		Contingency (20%)	\$ 29,130.00
		<u>TOTAL</u>	<u>\$174,780.00</u>

CQ:vr
CQ12-06.E

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INDIVIDUAL PROJECT AGREEMENT

THIS AGREEMENT is entered into as of _____, 1989, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter "Agency"), and the CITY OF SACRAMENTO (hereinafter "City").

Recitals

WHEREAS, the City and Agency have entered into a certain Memorandum of Understanding as of August 3, 1982, relating to the execution of agreements for physical improvements by and between the City and the Agency; and

WHEREAS, the Agency desires to utilize the staff and expertise of the City in accomplishing certain physical improvements; and

WHEREAS, the Agency has determined that it has sufficient funding to accomplish the improvements set forth herein.

NOW, THEREFORE, the parties hereto agree and covenant as follows:

1. The City will undertake the installation of the improvements set forth on Exhibit "B" attached hereto and made a part hereof and cause the same to be completed, together with all necessary administrative costs, consultant costs, equipment costs, and contingent costs, for a total sum not to exceed One Hundred Ninety Thousand Four Hundred Eighty DOLLARS (\$ 190,480*****).

2. The improvements set forth herein shall be accomplished according to the procedural steps set forth in Exhibit "C" attached hereto and made a part hereof and cause the same to be completed on or before a mutually agreed upon date between the City and the Agency.

3. As to those improvements set forth in Exhibit "B" which are located upon City-owned land, said improvements shall be constructed to existing City standards for such improvements and shall be accomplished in such manner and with the use of such forces as the City shall deem necessary and appropriate, provided, however, that in no event shall Agency's liability to City by reason of City's activities hereunder exceed the total amount set forth in Paragraph 1 hereof.

4. City has established a budgeted line item breakdown of the aforementioned total sum as follows:

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Administrative Costs	<u>-0-</u>
Consultant Costs	<u>-0-</u>
R/W Costs	<u>-0-</u>
Construction Costs	<u>\$145,650</u>
Construction Engineering Costs	<u>15,700</u>
Equipment Costs	<u>-0-</u>
Contingencies	<u>29,130</u>
TOTAL	<u>\$190,480</u>
	=====

5. City will submit partial payment requests on a monthly basis for payment hereunder for the actual reasonable costs incurred by City to accomplish the improvements set forth hereunder. Agency agrees to pay such progress payments in such amounts as City requests upon review of Partial Payment Request, Contractor Break-down, Monthly Project Progress Report, and Schedule for Agency-owned Projects (Exhibit "D"). For City-owned projects, the Agency will receive and review only the Partial Payment Request. Agency reserves the right to terminate this Agreement forthwith if, upon the presentation of a progress payment request, it reasonably appears in the sole discretion of Agency, that the work specified in Exhibit "B" cannot be fully accomplished and brought to completion for the total amount of compensation set forth in Paragraph 1 above.

6. If Agency should terminate this Agreement as provided in Paragraph 5 above, Agency agrees to reimburse City for all of its actual reasonably incurred expenses related thereto prior to the termination.

7. As to improvements located upon City-owned land, City shall have the right to execute such change orders affecting the work as seen in its discretion reasonable and appropriate. However, as to improvements undertaken upon Agency-owned land, Agency shall approve all such change orders except those which, in the judgement of the City Engineer, are necessary to prevent interruption of the work which would result in a substantial increase in cost to the Agency, or necessary to protect the work or equipment or materials to be used in the work or human safety from substantial and immediate danger of injury, or necessary to protect, where damage or injury has occurred, the work or equipment or materials to be used in the work or human safety from further or additional damage or injury or deterioration thereto. City shall have the right to expend funds from one of the line item categories set forth in Paragraph 4 above for the purpose specified in another of said categories upon the exhaustion of funds for the latter category, provided that City reasonably believes that all of the specified improvements can be accomplished and brought to completion for the total sum set forth in Paragraph 1 above. Further, City shall notify Agency immediately upon its determination that it is not reasonably probable that the

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specified improvements can be accomplished and brought to completion for the total sum set forth in Paragraph 1 above. Upon such notification by City as set forth in Paragraph 5 above, or upon such determination by Agency as set forth in Paragraph 7 above, Agency shall at its option either (i) terminate the Contract forthwith and pay City its reasonable actual expenditures expended to the date of termination, or (ii) obtain an increased appropriation of funds and amend this Agreement with City to so provide.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY
OF SACRAMENTO

By _____
Executive Director

APPROVED AS TO FORM:

General Counsel

CITY OF SACRAMENTO

APPROVED:

By _____
City Manager

ATTEST:

Finance Department

Cost Code _____

Organization No. _____

City Clerk

Organization Approval

42-INCH AND 12-INCH WATER MAIN RELOCATION
IN FRONT STREET
PROPOSAL FOR ENGINEERING SERVICES

(JN:1943) (PN:ZC96)

BACKGROUND

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PROJECT SCHEDULE

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CQ:vr:rh
CQ12-06.E
Attachment

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42-INCH AND 12-INCH WATER MAIN
RELOCATION IN FRONT STREET
PROJECT SCHEDULE

<u>Milestone Date</u>	<u>Activity</u>
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CQ:vr
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		<u>TOTAL</u>	<u>\$174,780.00</u>

CQ:vr
CQ12-06.E

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ADDENDUM TO
INDIVIDUAL PROJECT AGREEMENT REGARDING THE
DOCKS AREA WATERLINE RELOCATION

Section 1: This agreement is financed by tax increment funds of the Redevelopment Agency of the City of Sacramento. The City agrees to administer these funds in accordance with all applicable rules and policies respecting these funds including:

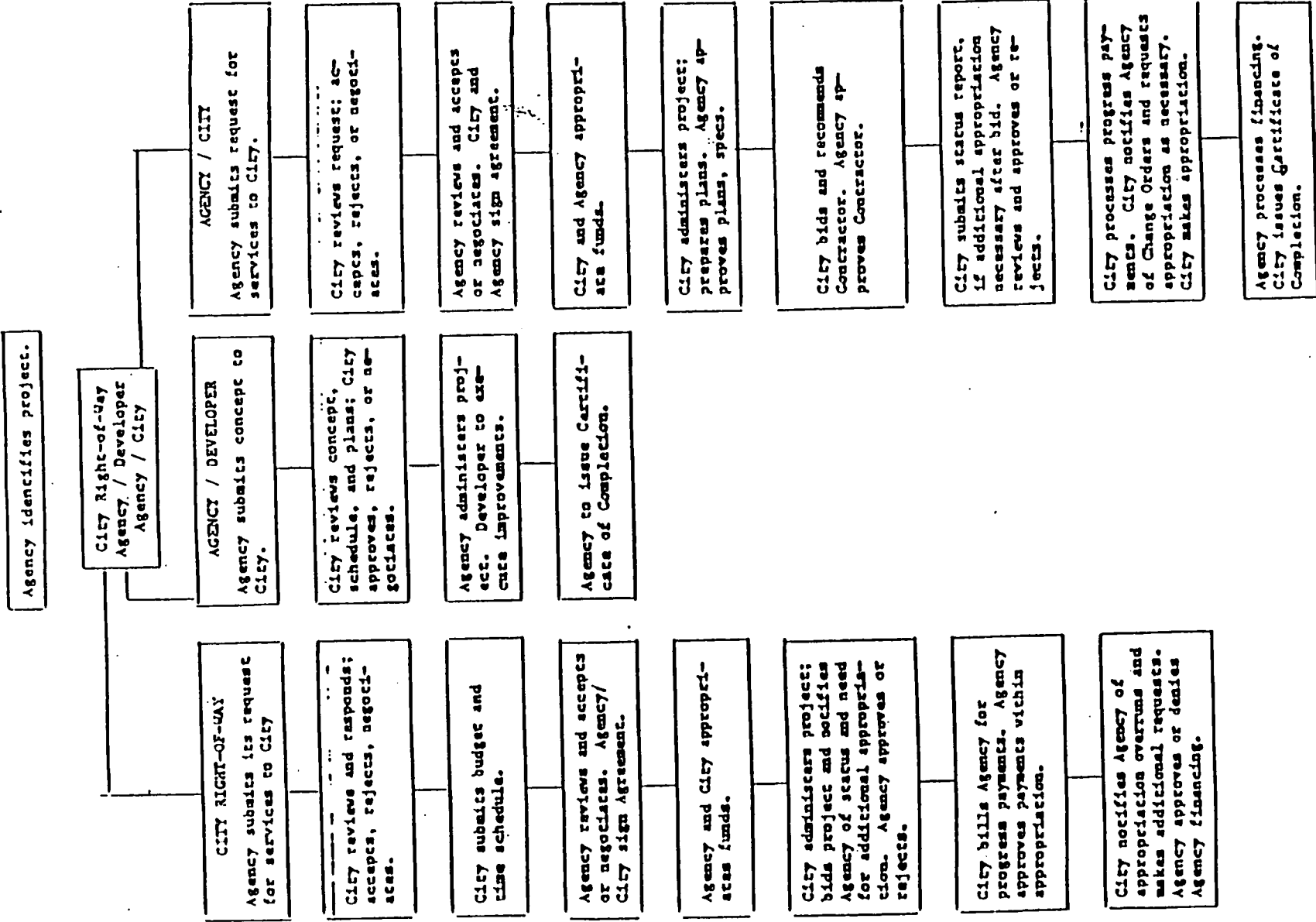
Minority and Women's Business Enterprise Requirements:
The Agency's MBE/WBE requirements require that the bid and contract documents include the MBE/WBE Good Faith Efforts and Certification requirements and the Agency's goals which are 20% of contract dollars to MBE's and 5% of dollars to WBE's.

State Labor Laws:
This contract is subject to State Prevailing wage laws and other applicable State and local contracting and labor laws.

Section 2: Notwithstanding any other section of this agreement, the sum set forth in Section 1 of the main part of this agreement is a not to exceed the sum based on the City's estimate of costs to perform said work. Should costs be incurred by the City in the performance of its duties under this contract exceed that sum, the Agency shall bear absolutely no responsibility to pay such costs.

Section 3: City shall be reimbursed for actual direct and indirect salary, fringe benefits and overhead costs, as well as all non-salary benefits for providing services related to this project provided such costs do not exceed the maximum authorized by this Individual Project Agreement.

FLOW CHART



Agency identifies project.

City Right-of-Way
Agency / Developer
Agency / City

AGENCY / DEVELOPER
Agency submits concept to
City.

AGENCY / CITY
Agency submits request for
services to City.

CITY RIGHT-OF-WAY
Agency submits its request
for services to City

City reviews and responds;
accepts, rejects, negoti-
ates.

City reviews concept,
schedule, and plans; City
approves, rejects, or ne-
gotiates.

City reviews request; ac-
cepts, rejects, or negoti-
ates.

City submits budget and
time schedule.

Agency administers proj-
ect. Developer to exe-
cute improvements.

Agency reviews and accepts
or negotiates. City and
Agency sign agreement.

Agency reviews and accepts
or negotiates. Agency/
City sign Agreement.

Agency to Issue Certifi-
cate of Completion.

City and Agency appropri-
ate funds.

Agency and City appropri-
ates funds.

City administers project;
prepares plans. Agency ap-
proves plans, specs.

City administers project;
bids project and notifies
Agency of status and need
for additional appropria-
tion. Agency approves or
rejects.

City bids and recommends
Contractor. Agency ap-
proves Contractor.

City bills Agency for
progress payments. Agency
approves payments within
appropriation.

City submits status report.
If additional appropriation
necessary after bid, Agency
reviews and approves or re-
jects.

City notifies Agency of
appropriation overruns and
makes additional requests.
Agency approves or denies
Agency financing.

City processes progress pay-
ments. City notifies Agency
of Change Orders and requests
appropriation as necessary.
City makes appropriation.

Agency processes financing.
City issues Certificate of
Completion.

UNITED STATES GOVERNMENT

Department of Engineering
City Hall
San Francisco, California 95014

CONTRACT NUMBER (UNIQUE)

COUNCIL CONTRACT NO.

CHANGE ORDER NO.

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	EXPLANATION
					Original Contract
					Total Cert. to Date
					BALANCE DUE ON CONTRACT
					Amount Work Completed
					LESS 10%
					Sub Total
					Previously Certified
					ADD TO THIS CERTIFICATE

TO BE COMPLETED BY RECEIVING DEPT. AND FORWARDED TO ACCOUNTING DIVISION

CERTIFICATION IS HEREBY MADE THAT ARTICLES OR SERVICES WERE RECEIVED IN QUANTITIES AS SHOWN HEREON AND OF QUALITY ACCORDING TO SPECIFICATIONS.

DEPARTMENTS ARE REQUESTED TO INDICATE ANY DISCREPANCIES OR INSATISFACTIONS PERTAINING TO THIS ORDER IN EXPLANATION COLUMN AND FORWARD TO PURCHASING AGENT.

DATE RECEIVED _____

RECEIVED BY _____

DEPT. _____

City Manager

PREVIOUSLY CERTIFIED _____

ADD TO THIS CERTIFICATE _____

AMOUNT PAID AS SHOWN ON P. O. _____

23 7

7
23

EXHIBIT "D"
Page 2 of 4

MONTHLY CONTRACTOR ITEMIZATION

73

MONTHLY PROGRESS REPORT

for Month of _____

Organization _____ Project _____

Name of Person Completing Form _____

Telephone _____

A. Operating Steps Taken: (List major activities such as hiring of staff, signing of contract, purchase of equipment or supplies, etc.)

B. Accomplishments This Month: (List services provided, rehabilitations performed, construction completed, etc.)

C. Problems Encountered:

D. Extent of Project Completion to Date: _____

CITY/AGENCY PARTNER:

INTERNAL AGENCY/ALSO

Project Name: _____

	Project Number	Project Subject	Construction Bid Amount	Expenditures to date	Funding Source
Approved					
• Critical milestones identified					
• Main project updated					
• Current progress of project					



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



Comm Rpt
238

APPROVED
BY THE CITY COUNCIL

May 23, 1989

MAY 23 1989

OFFICE OF THE
CITY CLERK

Redevelopment Agency and
City Council of the
City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Approval of Individual Project Agreement (IPA) for
Relocation of a 42" and 12" Waterline in the Docks
Redevelopment Area

SUMMARY

The attached resolutions authorize the City Manager and Executive Director to enter into an Individual Project Agreement (IPA) for the Docks Waterline Relocation Project. Under the IPA, the City Public Works Department's Engineering Division will oversee the design, bidding and construction of the work on behalf of the Redevelopment Agency. In turn, the Agency will reimburse the City on an actual costs basis up to \$190,480. The waterline relocation project is necessary to create the Docks Hotel Site at Capitol Mall and Neasham Circle in accordance with the adopted Docks Master Plan.

BACKGROUND

In December 1987, the City Council and Redevelopment Agency approved the Docks Area Master Plan setting forth a series of actions necessary to redevelop the Docks waterfront area from Capitol Mall south to the Pioneer Bridge. In particular the plan calls for a hotel project at Capitol Mall and Neasham Circle. To create the hotel site, the plan calls for : (1) Neasham Circle to be realigned; (2) right-of-way to be acquired from CAL TRANS; (3) Front street to be abandoned between Capitol Mall and "O" Street; and (4) a 42" water transmission line to be relocated.

As part of the hotel site assembly process, on January 10, 1989, the City Council and Agency authorized the design of Neasham Circle realignment and a study of waterline relocation alternatives. Both of these design studies are now complete.

5-23-89
D-1

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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City Council of the
City of Sacramento
May 23, 1989
Page Two

Neasham Circle Realignment:

In order to realign Neasham Circle between Capitol Mall and "O" Street, a +/- 13,000-square-foot area would need to be acquired from CAL TRANS. The Agency, however, has been unsuccessful in obtaining the necessary right-of-way from CAL TRANS and as a result is abandoning the effort to realign Neasham Circle. This creates a reduced hotel site and affects the area proposed for surface parking. As a result, Agency staff requested that the Embassy Suites' architect redesign the hotel to see if the hotel footprint and parking could be accommodated on the reduced footprint. The consensus of the development team is that underground parking (1:1 ratio) can be accommodated.

Waterline Relocation Study:

In January 1989, the Agency and City Engineering Department contracted with Raymond Vail and Associates (RVA) to study alternative locations for the 42" waterline. The line is a major water transmission line connecting the City's two treatment plants. Because the site is wedged between I-5 and the Sacramento River, limited alternatives are available. The following alternatives were considered:

- a. Neasham Circle Route (Not Feasible): This alternative considered routing the waterline along the realigned Neasham Circle. However, because Neasham Circle parallels the "boat" section of I-5, a heavy seal slab of concrete is located below Neasham Circle prohibiting placement of the waterline.
- b. Vault in Place: This alternative is possible, but problematic. The alternative would leave the waterline in place, provide an exterior vault around the line, and build the hotel and parking lot over the line. The waterline, however, is only 5 to 9' deep and would significantly interfere with the parking development plans.
- c. Route Between the Railroad Tracks and the River (Not Feasible): This alternative was determined to be infeasible because "tiebacks" from the floodwall lace the area.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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City Council of the
City of Sacramento
May 23, 1989
Page Three

- d. Route Between the Hotel and the Railroad Tracks (Preferred Alternative): This alternative involves slight redesign of the hotel footprint to allow adequate space between the hotel and the railroads.

As a result of the abandonment of the Neasham Circle alignment project and the waterline placement study, the hotel footprint is currently being modified by the Embassy Suites architect and the Agency is proceeding with alternative "d" above for waterline relocation.

POLICY IMPLICATIONS

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

ENVIRONMENTAL REVIEW

On December 7, 1987 the City Council and Agency reviewed and certified a master Environmental Impact Report (EIR) for the Docks Project. The proposed project consists of on- and off-site improvements addressed in the EIR. The project will not create significant effects beyond those analyzed in the EIR and it does not involve any situations requiring preparation of a subsequent EIR or supplement to an EIR (CEQA Sections 15162 and 15163). An archaeologist will be retained to monitor all ground disturbing activities during construction.

MBE/WBE EFFORTS

This project will be bid and contracted by the City of Sacramento Public Works Department. Because the project is significantly financed by the Sacramento Housing and Redevelopment Agency, the Agency's MBE/WBE Program and goals of 20% and 5% respectively will apply.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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Redevelopment Agency and
City Council of the
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May 23, 1989
Page Four

FINANCIAL IMPACT

Adequate funds are available in the Docks Project Tax Increment fund cost center (C00457).

1989 Docks Budget Allocation:	\$598,380
1989 Expenditures/Encumbrances to date:	(130,000)
Proposed Waterline Encumbrance:	(190,480)

BALANCE AFTER THIS COMMITMENT: \$277,980

VOTE AND RECOMMENDATION OF COMMISSION

At its meeting of May 15, 1989, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolutions. The votes were as follows:

AYES: Amundson, Pernell, Moose, Sheldon, Simon, Strong,
Wooley, Wiggins
NOES: None
NOT PRESENT TO VOTE: Yew
ABSENT: Simpson

RECOMMENDATION

It is recommended that the City Council and Redevelopment Agency approve the attached resolutions approving an Individual Project Agreement (IPA) between the Redevelopment Agency and the City Engineering Division for the design, bidding and construction oversight of a 12" and 42" waterline in the Docks Project between Capitol Mall and "O" Street. Additionally, it is recommended that the Agency budget and the City's Capital Improvement budget be amended to allocate \$190,480 for the Docks Area Waterline Relocation Project.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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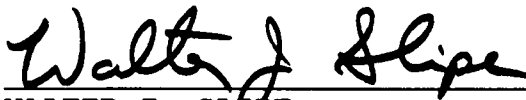
Redevelopment Agency and
City Council of the
City of Sacramento
May 23, 1989
Page Five

Respectfully submitted,



ANDREW J. PLESCIA
Acting Executive Director

TRANSMITTAL TO COUNCIL:



WALTER J. SLUPE
City Manager

Contact Person: Trish Davey, Senior Project Development Specialist
(916) 440-1333

23

RESOLUTION NO. 89-042

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

APPROVED
BY THE CITY COUNCIL

MAY 23 1989

OFFICE OF THE
CITY CLERK

INDIVIDUAL PROJECT AGREEMENT WITH THE CITY OF SACRAMENTO FOR ENGINEERING AND CONSTRUCTION SERVICES FOR THE DOCKS WATERLINE RELOCATION PROJECT

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

Section 1: The Executive Director is hereby authorized to execute the attached Individual Project Agreement (IPA) with the City Public Works Department for the Docks Area Waterline Relocation Project and to take all actions necessary to carry out the terms of the IPA.

Section 2: The Redevelopment Agency hereby allocates \$190,480 of the Docks Budget for Agency expenditures under the IPA.

CHAIR

ATTEST:

SECRETARY

23

INDIVIDUAL PROJECT AGREEMENT

THIS AGREEMENT is entered into as of _____, 19 89, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter "Agency"), and the CITY OF SACRAMENTO (hereinafter "City").

Recitals

WHEREAS, the City and Agency have entered into a certain Memorandum of Understanding as of April 1, 1984, relating to the execution of agreements for physical improvements by and between the City and the Agency; and

WHEREAS, the Agency desires to utilize the staff and expertise of the City in accomplishing certain physical improvements; and

WHEREAS, the Agency has determined that it has sufficient funding to accomplish the improvements set forth herein.

NOW, THEREFORE, the parties hereto agree and covenant as follows:

1. The City will undertake the installation of the improvements set forth on Exhibit "B" attached hereto and made a part hereof and cause the same to be completed, together with all necessary administrative costs, consultant costs, equipment costs, and contingent costs, for a total sum not to exceed One Hundred Ninety Thousand Four Hundred Eighty DOLLARS (\$ 190,480*****).

2. The improvements set forth herein shall be accomplished according to the procedural steps set forth in Exhibit "C" attached hereto and made a part hereof and cause the same to be completed on or before a mutually agreed upon date between the City and the Agency.

3. As to those improvements set forth in Exhibit "B" which are located upon City-owned land, said improvements shall be constructed to existing City standards for such improvements and shall be accomplished in such manner and with the use of such forces as the City shall deem necessary and appropriate, provided, however, that in no event shall Agency's liability to City by reason of City's activities hereunder exceed the total amount set forth in Paragraph 1 hereof.

4. City has established a budgeted line item breakdown of the aforementioned total sum as follows:

Administrative Costs	-0-
Consultant Costs	-0-
R/W Costs	-0-
Construction Costs	\$145,650
Construction Engineering Costs	15,700
Equipment Costs	-0-
Contingencies	29,130
TOTAL	\$190,480
	=====

5. City will submit partial payment requests on a monthly basis for payment hereunder for the actual reasonable costs incurred by City to accomplish the improvements set forth hereunder. Agency agrees to pay such progress payments in such amounts as City requests upon review of Partial Payment Request, Contractor Break-down, Monthly Project Progress Report, and Schedule for Agency-owned Projects (Exhibit "D"). For City-owned projects, the Agency will receive and review only the Partial Payment Request. Agency reserves the right to terminate this Agreement forthwith if, upon the presentation of a progress payment request, it reasonably appears in the sole discretion of Agency, that the work specified in Exhibit "B" cannot be fully accomplished and brought to completion for the total amount of compensation set forth in Paragraph 1 above.

6. If Agency should terminate this Agreement as provided in Paragraph 5 above, Agency agrees to reimburse City for all of its actual reasonably incurred expenses related thereto prior to the termination.

7. As to improvements located upon City-owned land, City shall have the right to execute such change orders affecting the work as seen in its discretion reasonable and appropriate. However, as to improvements undertaken upon Agency-owned land, Agency shall approve all such change orders except those which, in the judgement of the City Engineer, are necessary to prevent interruption of the work which would result in a substantial increase in cost to the Agency, or necessary to protect the work or equipment or materials to be used in the work or human safety from substantial and immediate danger of injury, or necessary to protect, where damage or injury has occurred, the work or equipment or materials to be used in the work or human safety from further or additional damage or injury or deterioration thereto. City shall have the right to expend funds from one of the line item categories set forth in Paragraph 4 above for the purpose specified in another of said categories upon the exhaustion of funds for the latter category, provided that City reasonably believes that all of the specified improvements can be accomplished and brought to completion for the total sum set forth in Paragraph 1 above. Further, City shall notify Agency immediately upon its determination that it is not reasonably probable that the

specified improvements can be accomplished and brought to completion for the total sum set forth in Paragraph 1 above. Upon such notification by City as set forth in Paragraph 5 above, or upon such determination by Agency as set forth in Paragraph 7 above, Agency shall at its option either (i) terminate the Contract forthwith and pay City its reasonable actual expenditures expended to the date of termination, or (ii) obtain an increased appropriation of funds and amend this Agreement with City to so provide.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By _____
Executive Director

APPROVED AS TO FORM:

General Counsel

CITY OF SACRAMENTO

APPROVED:

By _____
City Manager

Finance Department

ATTEST:

Cost Code _____

City Clerk

Organization No. _____

Organization Approval

ADDENDUM TO
INDIVIDUAL PROJECT AGREEMENT REGARDING THE
DOCKS AREA WATERLINE RELOCATION

Section 1: This agreement is financed by tax increment funds of the Redevelopment Agency of the City of Sacramento. The City agrees to administer these funds in accordance with all applicable rules and policies respecting these funds including:

Minority and Women's Business Enterprise Requirements:
The Agency's MBE/WBE requirements require that the bid and contract documents include the MBE/WBE Good Faith Efforts and Certification requirements and the Agency's goals which are 20% of contract dollars to MBE's and 5% of dollars to WBE's.

State Labor Laws:
This contract is subject to State Prevailing wage laws and other applicable State and local contracting and labor laws.

Section 2: Notwithstanding any other section of this agreement, the sum set forth in Section 1 of the main part of this agreement is a not to exceed the sum based on the City's estimate of costs to perform said work. Should costs be incurred by the City in the performance of its duties under this contract exceed that sum, the Agency shall bear absolutely no responsibility to pay such costs.

Section 3: City shall be reimbursed for actual direct and indirect salary, fringe benefits and overhead costs, as well as all non-salary benefits for providing services related to this project provided such costs do not exceed the maximum authorized by this Individual Project Agreement.

42-INCH AND 12-INCH WATER MAIN RELOCATION

IN FRONT STREET

PROPOSAL FOR ENGINEERING SERVICES

(JN:1943) (PN:ZC96)

BACKGROUND

It has been determined that relocation of existing water mains in Front Street is the most feasible alternative to provide a suitable site for the proposed Embassy Suites Hotel in the Docks Area development.

The Front Street right-of-way between Capitol Mall and Neasham Circle is to be abandoned as part of the Docks Development project to provide for full utilization of the proposed hotel site. Based on preliminary site development plans, the west wall of the proposed hotel structure will actually extend into the existing Front Street right-of-way, necessitating relocation of the existing utilities, including a 12-inch and 42-inch water main.

The City retained Raymond Vail and Associates (RVA) in February 1989, to study alternatives for relocating the water main and to prepare a report summarizing the findings of the study. Based on the results of this study and on subsequent discussions at meetings attended by the hotel developer, architect, RVA staff, SHRA and City staff, a water main relocation alignment was selected.

PROJECT DESCRIPTION

The selected alternative relocates the 42-inch water main to an alignment approximately 25 feet to the west of its present alignment. This proposed relocation alignment falls between the proposed west hotel wall and the railroad tracks that extend north-south through the project area. The 12-inch main will be relocated approximately 6.5 feet to the west of the relocated 42-inch water main. See the attached detail. It is our understanding that the hotel architect will provide 25 feet of clearance between the existing railroad right-of-way line and the outside face of the west wall of the hotel. This should provide sufficient space for the relocated water mains.

The limits of the proposed relocation are the south right-of-way line of Capitol Mall and the intersection of Neasham Circle and Front Street. Approximately 400 lineal feet of 42-inch transmission main and 450 lineal feet of 12-inch water main will be installed. The existing main through the site will be abandoned in place with this project and will be removed as part of the hotel construction excavation.

SCOPE OF WORK

DESIGN SERVICES

RVA has completed a topographic survey of the project area. This topo will be used in the design of the water main relocation. City staff will prepare construction plans, specifications and cost estimates: Design will be in accordance with City of Sacramento Design Standards and Specifications. Utility easement descriptions for the proposed alignment will also be prepared.

City staff will provide coordination with utility companies, State Department of Parks and Recreation (owner and operator of the adjacent railroad), SHRA, and the Embassy Suites developer and architect. The proposed water main alignment is approximately 60 to 70 feet east of the Sacramento River wall. Due to this proximity, coordination will be necessary with the State Reclamation Board and the U.S. Army Corps of Engineers.

An Environmental Impact Report (EIR) was previously prepared for the Docks Area Development Masterplan, and was approved by City Council on December 7, 1987. City staff will prepare and process a Categorical Exemption for this project.

CONSTRUCTION SERVICES

The City will advertise for construction bids and will award a construction contract after reviewing the bids with SHRA staff. In addition, City staff will provide construction contract administration, construction staking and inspection and materials testing.

COST ESTIMATES

Estimated costs related to the design and preparation of construction documents are \$10,500. Estimated costs related to services during construction are \$15,700. The estimated construction cost is \$174,800. Total project cost is estimated to be \$200,980. Estimates will be refined as construction documents are prepared.

PROJECT SCHEDULE

Embassy Suites Hotel construction is slated to begin in late 1989/early 1990. There are several scheduling constraints associated with the water main construction work. Due to the proximity of the proposed water main alignment to the Sacramento River wall, the State Reclamation Board may restrict construction activity after November 1.

A shutdown of the 42-inch water main will be necessary to make the connections between the new and existing mains. The Water Division generally does not allow shutdowns of major water transmission mains, such as this, during dry weather months. Consequently, the earliest date a shutdown may occur is November 1. These constraints will be reconciled during our coordination efforts.

Another constraint is the long lead time required for fabrication of the 42-inch transmission main pipe, which generally takes ten weeks. Due to these constraints, an ambitious schedule will be required for the preparation of the construction documents. A proposed schedule is attached.

CQ:vr:rh
CQ12-06.E
Attachment

42-INCH AND 12-INCH WATER MAIN
RELOCATION IN FRONT STREET
PROJECT SCHEDULE

<u>Milestone Date</u>	<u>Activity</u>
May 5, 1989	Complete construction plans, specifications, cost estimates, utility easement descriptions and Categorical Exemption. Plans sent out to SHRA, State Reclamation Board, U.S. Army Corps of Engineers, and State Department of Parks and Recreation for review and comment.
May 19, 1989	All comments received.
May 26, 1989	Finalization of construction documents complete.
June 6, 1989	City Council - advertise for bids.
July 11, 1989	Open bids.
July 25, 1989	City Council - approval to award construction contract.
August 1, 1989	Executed contract.
October 10, 1989	10 weeks - pipe fabrication lead time.
November 10, 1989	Completion of construction.

CQ:vr
CQ12-06.E

42-INCH AND 12-INCH WATER MAIN
RELOCATION IN FRONT STREET

CONSTRUCTION COST ESTIMATE

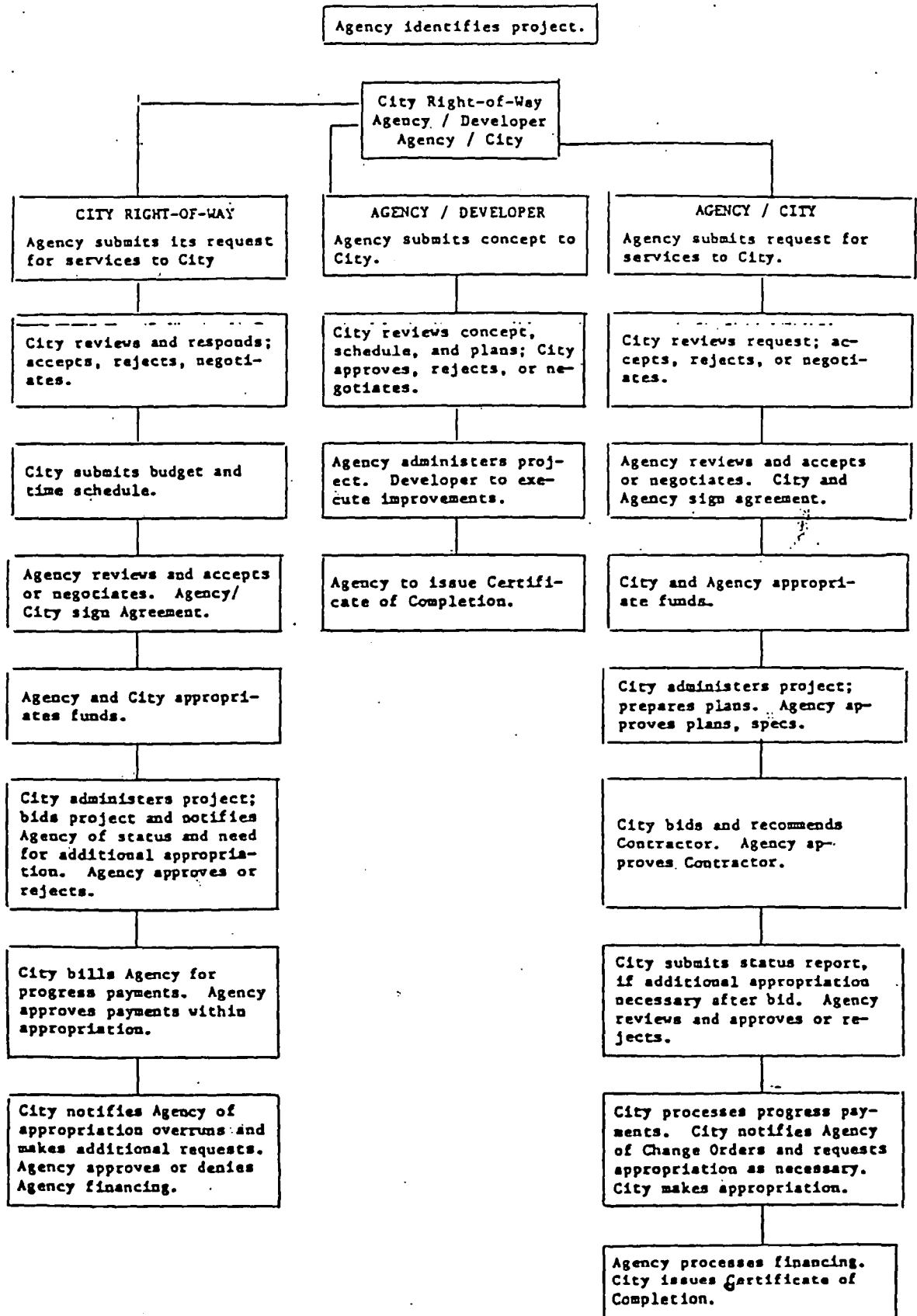
<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
42-inch water main	400 LF	\$ 225.00	\$ 90,000.00
12-inch water main	450 LF	57.00	25,650.00
42-inch 90° bends	4 EA	3,000.00	12,000.00
42-inch flexible couplings	4 EA	1,000.00	4,000.00
Connection to existing 42-inch	2 EA	4,500.00	9,000.00
Blow-off Assembly & M.H.	1 EA	3,000.00	3,000.00
Abandon existing 42-inch and 12-inch	JOB	-----	<u>2,000.00</u>
		TOTAL	\$145,650.00
		Contingency (20%)	\$ 29,130.00

		<u>TOTAL</u>	<u>\$174,780.00</u>

CQ:vr
CQ12-06.E

EXHIBIT "C"

FLOW CHART



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CONTRACT NUMBER (if change) COUNCIL CONTRACT NO. _____ CHANGE ORDER NO. _____		DATE _____	
OFFICIAL CONTRACT _____ _____		Total Cert. to Date _____ Balance Due on Contract _____ Amount Work Completed _____ Less 10% _____ Sub Total _____ Amount This Certificate _____ ATTORNEY'S FEE AS PERmitted BY P. O. 1 _____ _____ City Manager	
RECEIVED DATE _____ BY _____ RECEIVED DATE _____ BY _____ RECEIVED DATE _____ BY _____		TO BE COMPLETED BY RECEIVING DEPT. AND FORWARDED TO ACCOUNTING DEPARTMENT (ST)	
DEPARTMENT IS HEREBY MADE RECEIVED IN QUANTITY AS SHOWN ON CERTIFICATE AND IN QUALITY ACCORDING TO SPECIFICATIONS. DEPARTMENTS ARE REQUESTED TO INDICATE ANY DISSATISFACTIONS RELATING TO THIS ORDER IN EXPLANATION COLUMN AND FOR- WARD TO PURCHASING AGENT.		RECEIVED NO. _____ RECEIVED DATE _____ RECEIVED BY _____	

(18)

Department of Engineering
City Hall
San Francisco, California 95014

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EXHIBIT "D"
Page 2 of 4

MONTHLY CONTRACTOR ITEMIZATION

23

MONTHLY PROGRESS REPORT
for Month of _____

Organization _____ Project _____

Name of Person Completing Form _____

Telephone _____

A. Operating Steps Taken: (List major activities such as hiring of staff, signing of contract, purchase of equipment or supplies, etc.)

B. Accomplishments This Month: (List services provided, rehabilitations performed, construction completed, etc.)

C. Problems Encountered:

D. Extent of Project Completion to Date: _____





RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

AN INDIVIDUAL PROJECT AGREEMENT WITH THE
REDEVELOPMENT AGENCY FOR ENGINEERING AND CONSTRUCTION SERVICES
FOR THE DOCKS WATERLINE RELOCATION PROJECT

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

Section 1: The City Council hereby authorizes the City Manager to execute the attached Individual Project Agreement (IPA) with the Redevelopment Agency of the City of Sacramento for the Docks Area Waterline Relocation Project and to take all actions necessary to carry out the terms of the IPA.

Section 2: The City Council hereby accepts and amends the 1988/89 Capital Improvement Budget to add an amount not to exceed \$190,480 in tax increment funds from the Redevelopment Agency of the City of Sacramento for reimbursement of actual costs incurred under the IPA.

MAYOR

ATTEST:

CITY CLERK

