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DEPARTMENT OF  
PUBLIC WORKS

ENGINEERING DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

927 TENTH STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2705

916-449-8220  
FAX 916-449-8678

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

916-449-5282

May 14, 1991

Budget and Finance Committee  
Sacramento, California

Honorable Members In Session:

SUBJECT: RIZA AVENUE/53RD AVENUE BICYCLE/PEDESTRIAN BRIDGE SECURITY  
ENHANCEMENTS - APPROVAL OF COOPERATIVE AGREEMENT WITH THE  
COUNTY OF SACRAMENTO, AMENDMENT OF CAPITAL IMPROVEMENT PROGRAM  
AND APPROPRIATION OF FUNDS

SUMMARY

This proposed City-County project has been undertaken in response to neighborhood and law enforcement concern regarding security problems at the Riza Avenue/53rd Avenue Bridge located at the City limit. It is proposed that the installation of security enhancements be jointly funded through the attached Cooperative Agreement with the County of Sacramento. It is recommended that the necessary fund appropriation be approved and that this item be forwarded to the City Council for approval of the proposed fund appropriation, establishment of a new Capital Improvement Project, and authorization of the City Manager to execute the agreement with the County.

BACKGROUND

The Riza Avenue/53rd Avenue Bicycle/Pedestrian Bridge spans Morrison Creek at the City-County line. The bridge is used during daylight hours by residents, on bicycle and on foot, for general purposes including access to schools and shopping facilities. Over the years, the bridge has become increasingly used during nighttime hours for gang loitering, drug dealing, and as an escape route for home burglaries.

The County Sheriff's Department and the City Police Department have recommended installation of a security gate, closed during nighttime hours, operated by an electric timer, to discourage illegal activities

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while maintaining legitimate uses by the neighborhood during daylight hours.

The attached Cooperative Agreement provides for City funding of fifty percent of the project construction costs plus design, inspection and administrative costs at 7.5% of total construction cost. The County will be responsible for design, bidding, construction, and inspection of the project.

#### FINANCIAL DATA

The estimated total construction cost is approximately \$33,918, including contingency. The City's portion of all project costs, including City staff time, is estimated to be \$22,048. This includes \$16,959 as the 50% share of the County Cooperative Agreement plus \$2,544 for design, inspection and contract administration for a total of \$19,503 under the agreement with the County. In addition, \$2,545 is included for City coordination and processing incidental City administrative and technical staff work. It is proposed that a new CIP project titled Riza Avenue/53rd Avenue Bicycle/Pedestrian Security Enhancements be established and that \$22,048 in Transportation Development funds be transferred from the Guy West Bridge Rehabilitation Project (PN:HA51) to provide for implementation of this project. The Guy West Bridge Rehabilitation Project has been completed and currently has a balance of \$47,607.

#### POLICY CONSIDERATIONS

Use of these funds to improve the function and safety of bikeway facilities is consistent with the uses set forth in Section 2101 of the California Streets and Highways Code.

#### MBE/WBE EFFORTS

No goods or services are being purchased directly as a result of the proposed action. County of Sacramento MBE/WBE procedures will be adhered to in the contract bidding process.


#### RECOMMENDATION

It is recommended that the Budget and Finance Committee recommend approval of the adoption of a new CIP, authorization of execution of the

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agreement with the County, and the proposed fund appropriation and forward this report to the 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

CONTACT PERSON

May 14, 1991  
District No. 2

N. Dee Lewis  
Supervising Engineer  
449-8230

NDL:CQ:kj  
ED5-13.J  
04.2991

Attachment

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF  
COOPERATIVE AGREEMENT WITH THE COUNTY OF SACRAMENTO,  
AMENDMENT OF THE CAPITAL IMPROVEMENT PROGRAM AND  
APPROPRIATION OF FUNDS FOR THE RIZA AVENUE/53RD AVENUE  
BICYCLE/PEDESTRIAN BRIDGE SECURITY ENHANCEMENTS  
(PN:XXXX)

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

1. That the City Manager and City Clerk are hereby authorized and directed to execute on behalf of the City the Cooperative Agreement between the County of Sacramento and the City of Sacramento for the Riza Avenue/53rd Avenue Bicycle/Pedestrian Bridge Security Enhancements in an amount not to exceed \$19,503.
2. That the 1989/90 Capital Improvement Program is hereby amended by transferring \$22,048 from the Guy West Bridge Rehabilitation Project (235-500-HA51-4820) to the Transportation Development Fund Contingency Reserve (235-700-7012-4999).
3. That the Capital Improvement Program is further amended by establishing a new CIP project titled Riza Avenue/53rd Avenue Bicycle/Pedestrian Bridge Security Enhancements and appropriating funds from the Transportation Development Fund Contingency Reserve (235-700-7012-4999) as follows:

Agreement with County	235-500-XXXX-4820	\$19,503
Direct Labor	235-500-XXXX-4880	915
Benefits	235-500-XXXX-4881	360
Indirect	235-500-XXXX-4831	<u>1,270</u>
	TOTAL	\$22,048

ATTEST:

\_\_\_\_\_  
MAYOR

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

NDL:CQ:kj:dkd  
ED5-14.J  
04.2991

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

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COOPERATIVE AGREEMENT BETWEEN COUNTY OF SACRAMENTO  
AND CITY OF SACRAMENTO  
FOR  
53RD AVENUE/RIZA AVENUE SECURITY ENHANCEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY".

R E C I T A L S:

WHEREAS, COUNTY desires to construct security improvements to 53rd Avenue/Riza Avenue pedestrian bridge over Morrison Creek, hereinafter referred to as "IMPROVEMENTS"; and

WHEREAS, a portion of these IMPROVEMENTS lies within the CITY: namely, from the centerline of Morrison Creek Channel east to Riza Avenue; hereinafter referred to as "CITY'S PORTION": and

WHEREAS, COUNTY and CITY desire COUNTY to construct security IMPROVEMENTS on CITY'S PORTION concurrently with COUNTY'S security IMPROVEMENTS.

NOW, THEREFORE, it is mutually agreed as follows:

A. COUNTY agrees:

1. COUNTY shall prepare plans, specifications, special provisions, and construction cost estimates, and shall prepare and process all required environmental documents for said IMPROVEMENTS.
2. COUNTY shall arrange for all necessary utility alterations for said IMPROVEMENTS.

3. COUNTY shall advertise, receive bids, and award a construction contract to the lowest responsible bidder for IMPROVEMENTS.
4. COUNTY shall perform material testing, construction inspection, and all functions of contract administration for IMPROVEMENTS.
5. COUNTY shall accept the completion of IMPROVEMENTS and shall process all claims, change orders, and contract payments.
6. COUNTY shall pay all construction costs, and expenses incurred for the preparation and administration of the contract, and for the related services specified above.
7. COUNTY shall submit to CITY within 15 days of project completion and acceptance of the work by COUNTY a bill for the CITY'S share of the costs.

B. CITY agrees:

1. CITY shall reimburse COUNTY for construction, design, inspection, and contract administration costs for CITY'S PORTION of IMPROVEMENTS. Construction costs for CITY'S PORTION shall be fifty percent (50%) of the total construction cost of IMPROVEMENTS. CITY'S portion of design, inspection, and contract administration costs shall be computed at the rate of seven and one-half percent (7.5%) of the total construction cost of IMPROVEMENTS. The total amount to be reimbursed to the COUNTY by the CITY, however, shall not exceed Nineteen Thousand Five Hundred Three and No/100ths Dollars (\$19,503). The total construction cost shall be based upon contract unit prices and field measured quantities. The estimate of quantities and cost for the CITY'S PORTION are shown on the attached Exhibit "A".

2. CITY shall reimburse COUNTY for CITY'S share of costs within thirty (30) days of billing by COUNTY. Billing shall occur after the contract has been completed and accepted by the COUNTY.

C. COUNTY and CITY agree:

1. 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 COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
2. Neither COUNTY, 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 this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegate to CITY under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, fully authorized, the provisions of which Agreement are effective as of the day, month, and year first hereinabove written.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By   
Douglas M. Fraleigh, Director  
Department of Public Works

"COUNTY"

REVIEWED:

  
CONTRACT ADMINISTRATION

CITY OF SACRAMENTO, a municipal corporation

By \_\_\_\_\_  
Melvin H. Johnson  
Director of Public Works

"CITY"

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

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EXHIBIT "A"

The estimate of quantities and cost for the City's portion of the security improvements to 53rd Avenue/Riza Avenue pedestrian bridge over Morrison Creek are as follows:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Remove Existing Chain Link Fence	285 L.F.	\$ 7.00	\$ 1,995
8' High Chain Link Fence w/3 strands barbed wire	285 L.F.	22.00	6,270
Automatic Gate Type "A"	1 EACH	15,000.00	15,000
Red Signal Light	1 EACH	500.00	500
Power Take-off Connection	1 EACH	4,500.00	<u>4,500</u>
Subtotal Construction Cost			\$28,265
Contingency (20%)			<u>5,653</u>
Total Construction			<u>\$33,918</u>

CITY'S PORTION OF IMPROVEMENTS

Construction (50.0% of Total Construction Cost)	\$16,959
Design, Inspection, and Contract	2,544
Administration (7.5% of Total Construction Cost)	<u>          </u>
	<u>\$19,503</u>