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DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

January 10, 1989

916-449-8220

Budget and Finance Committee
Sacramento, California

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

Honorable Members in Session:

916-449-5282

SUBJECT: Realignment of Neasham Circle (JN:1943) (PN:XXXX) and 42-inch Water Main
Relocation (JN:1943) (PN:XXXX) - Appropriation of Funds

SUMMARY

The City of Sacramento and Sacramento Housing and Redevelopment Agency wish to enter into an agreement for the City to provide design services for the realignment of Neasham Circle and for the relocation of a 42-inch water main.

BACKGROUND

See the attached report to the City Council.

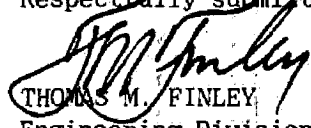
FINANCIAL

See the attached report to the City Council.

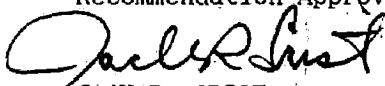
RECOMMENDATION

It is recommended that the Budget and Finance Committee approve the appropriation of funds and forward this report to the full City Council for adoption of the attached resolution.

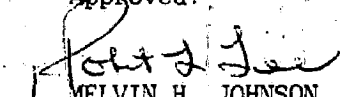
Respectfully submitted,


THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved


JACK R. CRIST
Deputy City Manager

Approved:


MELVIN H. JOHNSON
Director of Public Works

l:eh
ED2-13.E
12.2088.3

January 10, 1989
District No. 1

Attachment



DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO
CALIFORNIA

January 10, 1989

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

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Realignment of Neasham Circle (JN:1943) (PN:XXXX) and 42-inch Water Main Relocation (JN:1943) (PN:XXXX) - Execution of Agreement between the City of Sacramento and the Sacramento Housing and Redevelopment Agency, Establish New CIP Projects and Appropriation of Funds

SUMMARY

The City of Sacramento and Sacramento Housing and Redevelopment Agency wish to enter into an agreement for the City to provide design services for the realignment of Neasham Circle and for the relocation of a 42-inch water main. This item was considered by the Budget and Finance Committee at its meeting of January 10, 1989.

BACKGROUND

The realignment and extension of Neasham Circle between Capital Mall and O Street has been identified as a necessary element of the proposed Docks Hotel Development project. It may also be necessary to relocate a 42-inch water main that is presently located in Front Street.

The Sacramento Housing and Redevelopment Agency is the lead agency for the Docks project. Because the project is a public improvement and because the City will own the subject improvements upon completion, SHRA staff felt it appropriate to retain the City's Department of Public Works involvement in the design of the proposed improvements.

Attached is an agreement with SHRA for the City to provide the associated engineering design services for the subject projects. The City will be responsible for engineering design services for the Neasham Circle project. The City will also be responsible for the study of the need to relocate the 42-inch water main and, if necessary, alternatives for accomplishing the relocation. Additional background is contained in Exhibit A of the attached agreement.

City Council
Realignment of Neasham Circle (JN:1943) (PN:XXXX) and
42-inch Water Main Relocation (JN:1943) (PN:XXXX)
January 10, 1988
Page 2

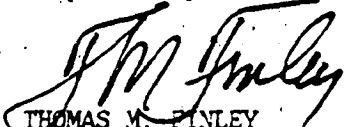
FINANCIAL

The SHRA will reimburse the City for services to be provided by the City pursuant to the agreement in Exhibit 1. The cost of these services is estimated to be \$48,000. The Agency has set aside Downtown Tax Increment Funds for the Docks Hotel Development Project specifically for this purpose.

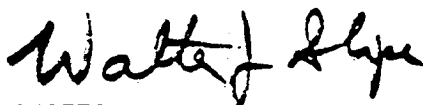
RECOMMENDATION

It is recommended that the City Council, by adoption of the attached resolution, approve the execution of the attached agreement between the City of Sacramento and the Sacramento Housing and Redevelopment Agency, establish two new CIP projects and approve the appropriation of funds for this project.

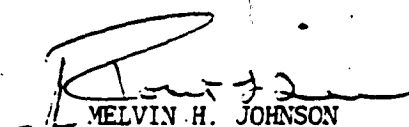
Respectfully submitted,


THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:


WALTER J. SLIPE
City Manager

Approved:


MELVIN H. JOHNSON
Director of Public Works

CQ:vr
ED2-13.E
12.2288.4

January 3, 1989
District No. 1

Attachment

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF SACRAMENTO AND THE
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY FOR THE
CITY TO PROVIDE ENGINEERING SERVICES FOR PUBLIC IMPROVEMENTS
ASSOCIATED WITH THE DOCKS HOTEL DEVELOPMENT PROJECT;
AUTHORIZING NEW CIP PROJECTS - NEASHAM CIRCLE REALIGNMENT (JN:1943 (PN:XXXX)),
AND 42-INCH WATER MAIN RELOCATION (JN:1943) (PN:XXXX); AND AUTHORIZING
APPROPRIATION OF FUNDS

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 an agreement with the SHRA for engineering services to be provided by the City for public improvements associated with the Docks Hotel Development project.

2. The Capital Improvement Program is hereby amended establishing the Neasham Circle Realignment project and appropriating \$35,000 from the Sacramento Housing and Redevelopment Agency Downtown Tax Increment Fund for the Docks Hotel Development Project to the Neasham Circle Realignment Project as follows:

Engineering Services	(206-500-XXXX-4880)	\$11,340
	(206-500-XXXX-4881)	\$ 3,780
Engineering Consultant	(206-500-XXX-4802)	\$19,880
	TOTAL	<u>\$35,000</u>

3. The Capital Improvement Program is further amended establishing the 42-inch Water Main Relocation project and appropriating \$13,000 from the Sacramento Housing and Redevelopment Agency Downtown Tax Increment Fund 206 for the Docks Hotel Development project to the 42-inch Water Main Relocation project as follows:

Engineering Consultant	(206-500-XXXX-4802)	\$13,000
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4. The revenue budget is hereby amended by adding \$48,000 to offset the above expenditures as follows:

SHRA	(206-500-XXXX-3530)	\$48,000
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ATTEST:

MAYOR

CITY CLERK
CQ:eh
ED2-13.E
12.2088.3

**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