

**RESOLUTION NO. 83-061**

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

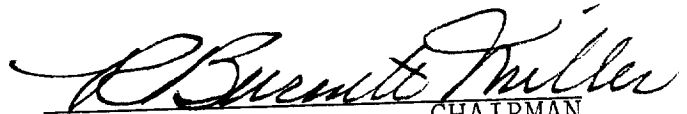
ON DATE OF

August 9, 1983

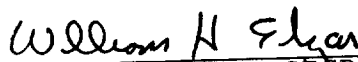
AUTHORIZING EXECUTION OF AGREEMENT  
REGARDING STREET WORK AROUND THE RAMONA HOTEL

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

Section 1. The Executive Director is authorized to execute an Individual Project Agreement with the City of Sacramento to undertake the installation of street improvements around the Ramona Hotel, a copy of which is attached hereto as Exhibit "A".

  
CHAIRMAN

ATTEST:

  
SECRETARY

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INDIVIDUAL PROJECT AGREEMENT No. 2

THIS AGREEMENT is entered into as of \_\_\_\_\_, 19 83, 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 TWO HUNDRED SEVENTY-NINE TWO HUNDRED DOLLARS (\$ 279,200.).

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	Inc. in Constr. Eng. cost
Consultant Costs	N/A
R/W Costs	N/A
Construction Costs	\$232,193.00
Construction Engineering Costs	32,507.00
Equipment Costs	N/A
Contingencies	14,500.00
<b>TOTAL</b>	<b>\$279,200.00</b>
	=====

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

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EXHIBIT "B"

PROJECT DESCRIPTION

Location of Project:

RAMONA HOTEL - 6th & "J" Streets

Description of Improvements:

Street construction in accordance with approved improvement plans for

6th Street - ("J" Street to "J" - "K" alley)

"J" - "K" Alley (6th Street to Merchant Street)

"J" Street - (6th Street to Merchant Street)

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