



APPROVED
BY THE CITY COUNCIL

DEC 8 1998

OFFICE OF THE
CITY CLERK

1.6

DEPARTMENT OF
PUBLIC WORKS

TECHNICAL SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

AG 98-218

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SACRAMENTO, CA
95814-2702

916-264-7906
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November 20, 1998

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: APPROVAL OF INDEMNITY AGREEMENT WITH THE ROMAN CATHOLIC BISHOP OF SACRAMENTO FOR THE BROADWAY RECONSTRUCTION PROJECT (PN:TR03)

LOCATION AND COUNCIL DISTRICT:

Broadway between 26th Street and 21st Street. Council Districts 4 & 5.

RECOMMENDATION:

This report recommends that the City Council:

- Approve the attached indemnity agreement regarding property on Broadway owned by the Catholic Diocese.

CONTACT PERSON: Nader Kamal, Project Manager, 264-7035

FOR COUNCIL MEETING OF: December 8, 1998

SUMMARY:

The City has requested that the Catholic Diocese allow "RING UP RIVETT," a business located at 2300 Broadway, to use four (4) parking spaces owned by the Catholic Diocese during the course of construction of the project.

COMMITTEE/COMMISSION ACTION:

None.

City Council
Broadway Reconstruction (26th Street to 21st Street) (PN:TR03)
November 16, 1998

BACKGROUND INFORMATION:

The project involves reconstructing the curb, gutter and pavement on Broadway. During construction, no on-street parking will be available.

During the course of design, the City received a letter from the owner of "RING UP RIVETT," on Broadway, concerning the impact of construction on his business. He indicated that since he does not have a parking lot, his customers park on the street.

To avoid any losses or damages to his business, the City reached an agreement with the Catholic Diocese, who owns an adjacent parking lot, to allow "RING UP RIVETT" to use four (4) parking spaces during the course of construction.

This agreement was based on the City not holding the Catholic Diocese liable for any and all claims resulting from occupation and use of their lots.

FINANCIAL CONSIDERATIONS:

The current project budget is \$1,305,652. Additional funding is not required to approve this agreement.

ENVIRONMENTAL CONSIDERATIONS:

A notice of categorical exemption was prepared for this project.

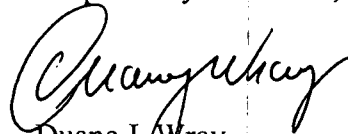
POLICY CONSIDERATIONS:

The action requested herein is consistent with Sacramento City Code, Title 58.

MBE/WBE EFFORTS:

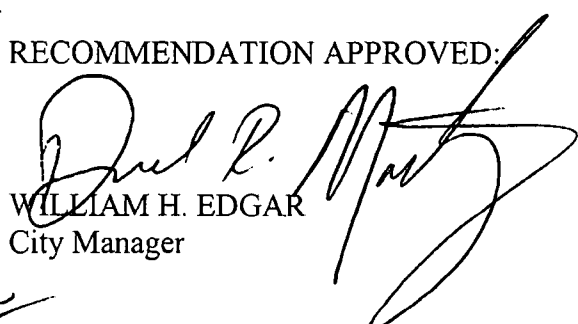
The lowest responsible bidder, Environmental Construction, participation goals were 80.49% MBE and 13.53% WBE.

Respectfully submitted,




Duane J. Wray
Technical Services Manager

RECOMMENDATION APPROVED:



WILLIAM H. EDGAR
City Manager

Approved:



Michael Kashiwagi
Director of Public Works

AGREEMENT OF INDEMNIFICATION

This Agreement of Indemnification ("Agreement") is made _____, 1998, between the City of Sacramento, a municipal corporation (herein "City") and the Roman Catholic Bishop of Sacramento, a corporation sole (herein "Bishop") in reference to the following:

RECITALS

WHEREAS, City is in the process of constructing improvements upon a public street, known as Broadway (herein "Project"); and

WHEREAS, City has requested Bishop to allow "Ring Up Rivett", a business located at 2300 Broadway, to use four (4) parking spaces owned by Bishop as described on attached Exhibit "A" (herein "Premises") during the course of construction of the Project; and

WHEREAS, Bishop has agreed with City to allow the use of said parking spaces during the course of construction of the Project.

NOW, THEREFORE, the parties agree as follows:

1. City agrees to indemnify and hold Bishop and the property of the Bishop, including said Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from occupation and use of said Premises, specifically including without limitations, any claim, liability, loss or damage arising:
 - (a) By reason of injury to person or property, from whatever cause, while in or on said Premises or in any way connected with said Premises or with the paving or other improvements or personal property in or on said Premises including any liability for injury to the person or personal property of the City, its agents, officers, or employees, or of any person using the Premises;
 - (b) By reason of any work performed on said Premises or materials furnished to said Premises at the instance or request of the City, or its assignees, lessees, agents or employees;
 - (c) By reason of the City's failure to perform any provision of this Agreement or to comply with any requirement imposed on City or said Premises by any duly authorized governmental agency or political subdivision;
 - (d) By reason of the acts or conduct of any person using the said Premises by reason of any authority, permission, agreement with City, whether the same is express or implied;

- (e) Because of City's use of noxious chemicals and carcinogens of any nature or description whatsoever, or for the discharge of any noxious substances on the Premises.

2. The indemnification provided by this Agreement shall apply to those incidents, acts, and/or omissions occurring between June 1, 1998, and the date of filing of a Notice of Completion for the Project.

**ROMAN CATHOLIC BISHOP OF
SACRAMENTO,**
a corporation sole

By: Robert P. Walton
Rev. Robert P. Walton
Vicar General

CITY OF SACRAMENTO,
a municipal corporation

By: Paul R. Allen
City Manager

Approved as to Form:

John S. Doherty
City Attorney

Attest:

City Clerk

BROADWAY

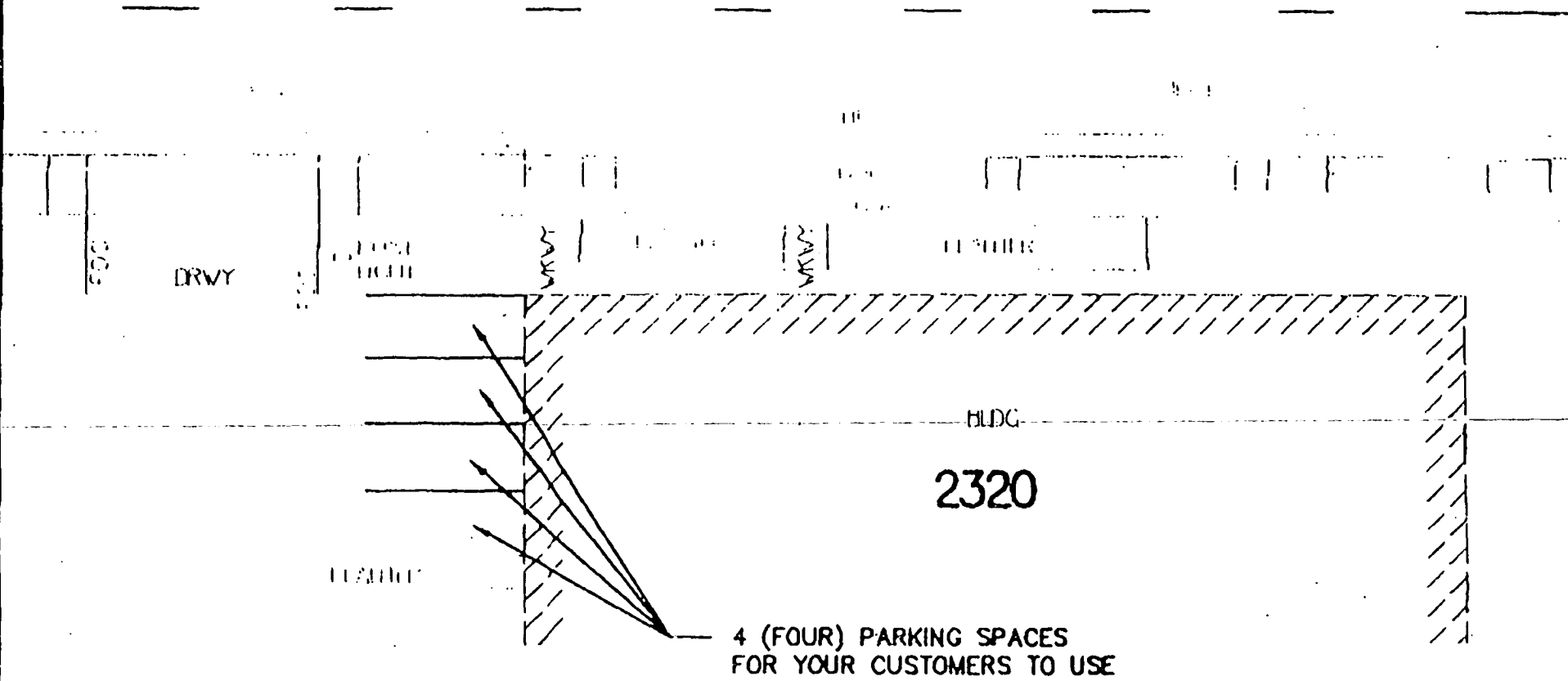
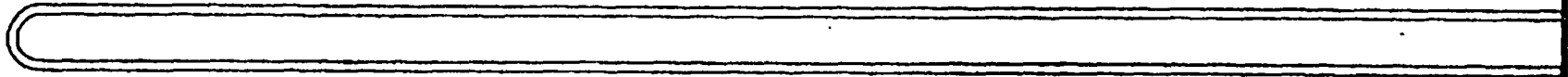


EXHIBIT "A"