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DEPARTMENT OF  
PUBLIC WORKS

CITY OF SACRAMENTO  
CALIFORNIA

1025 J STREET  
SUITE 200  
SACRAMENTO, CA  
95814-2819

TRANSPORTATION DIVISION

March 26, 1991

916-449-5307  
FAX 916-448-8450

Budget and Finance Committee  
Sacramento, California

Honorable Members in Session:

SUBJECT: COOPERATIVE AGREEMENT AND AMENDMENT OF CAPITAL IMPROVEMENT BUDGET FOR ROUTE 99 SOUTHBOUND OFFRAMP AND MACK ROAD TRAFFIC SIGNAL (PN:SE96)

SUMMARY

This report recommends that the Budget and Finance Committee approve this report and refer it to the full City Council for adoption of the attached resolution to:

1. Authorize the City Manager to execute the cooperative agreement with the State of California Department of Transportation (CalTrans) for the funding and construction of a traffic signal at the intersection of State Route 99 (SR99) southbound offramp and Mack Road (Exhibit A);
2. Amend the revenue budget to reflect the addition of \$40,250 in Capital Grant funds from CalTrans for the above project; and
3. Amend the Capital Improvement Budget (PN:SE96), to reflect the addition of \$40,250 in Capital Grant funds from CalTrans, to the project above.

BACKGROUND INFORMATION

The intersection of SR 99 and Mack Road is located in the south portion of the City. Mack Road is an east-west major arterial. The proposed project includes widening the SR 99 southbound-to-westbound ramp to two lanes for approximately 200 feet. A traffic control signal and safety lighting will also be installed at the intersection of the off ramp and Mack Road. The traffic signal will control southbound offramp traffic movements onto Mack Road and through movements on Mack Road at the Alta Valley Road intersection.

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This project is part of the Transportation Sales Tax Program (Measure A) and will be jointly funded through City Measure A funds and funds from CalTrans for the State's share of the project. A cooperative agreement between the City of Sacramento and CalTrans for the engineering, construction, funding, and maintenance of this intersection is necessary before the project can be started. The proposed agreement calls for CalTrans to fund 100 percent of the cost of widening the offramp. All other costs, including on-going maintenance and utilities, are to be split on the basis of 25 percent CalTrans responsibility, 75 percent City responsibility.

Engineering for this project can begin as soon as the cooperative agreements are executed. This project is currently scheduled to be advertised for construction bids in July, with construction to follow shortly thereafter.

#### FINANCIAL DATA

Total cost of the project for traffic signal installation at SR 99 and Mack Road (PN: SE96), is estimated as follows:

#### SR 99 and Mack Road Intersection Cost Estimate

Preliminary Engineering	\$15,000
Construction Engineering	18,000
Signal Construction	70,000
Ramp Widening	21,500
Contingency	<u>15,750</u>
TOTAL	\$140,250

This project is funded with \$100,000 from the City's Transportation Sales Tax Expenditure Plan and \$40,250 from Caltrans. CalTrans will also contribute \$7,000 worth of traffic signal control equipment bringing their total contribution to \$47,250.

It is necessary to amend the FY1990-91 Capital Improvement Budget to reflect the addition of \$40,250 in Capital Grant monies (Fund 248) from CalTrans for this project. In addition the FY 1990-91 revenue budget must be amended to reflect the additional \$40,250 in Capital Grant funds from CalTrans.

#### POLICY CONSIDERATIONS

This cooperative agreement is consistent with City policy.

#### MBE/WBE EFFORTS

The Department of Public Works makes every effort to include MBE/WBE firms when advertising for construction bids. This project will be advertised in accordance with the City's MBE/WBE guidelines.

RECOMMENDATION

This report recommends that the Budget and Finance Committee approve this report and refer it to the full City Council for adoption of the attached resolution to:


1. Authorize the City Manager to execute the cooperative agreement with the State of California Department of Transportation (CalTrans) for the funding and construction of a traffic signal at the intersection of State Route 99 (SR99) southbound offramp and Mack Road;
2. Amend the revenue budget to reflect the addition of \$40,250 in Capital Grant funds from CalTrans for the above project; and
3. Amend the Capital Improvement Budget (PN:SE96), to reflect the addition of \$40,250 in Capital Grant funds from CalTrans, to the project above.

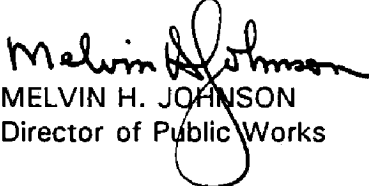
Respectfully submitted,

  
ROBERT L. LEE  
Deputy Director of Public Works

RECOMMENDATION APPROVED:

APPROVED:

  
JACK R. CRIST  
Deputy City Manager

  
MELVIN H. JOHNSON  
Director of Public Works

Contact Person:

March 26, 1991  
District 7

JOHN G. VAN HOFF, Senior Engineer  
449-5307

JVH:lm  
CA4-09.L  
03.1391

Attachment

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

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

RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR THE FUNDING OF A TRAFFIC SIGNAL AT THE INTERSECTION OF S.R. 99 SOUTHBOUND OFFRAMP AND MACK ROAD (PN:SE96) AND AMENDING THE CAPITAL IMPROVEMENT BUDGET AND REVENUE BUDGET FOR THIS PURPOSE

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. That the City Manager is hereby authorized to execute the cooperative agreement with the State of California Department of Transportation (CalTrans) for the funding and construction of a traffic signal at the intersection of State Route 99 (SR99) southbound offramp and Mack Road.
2. That the revenue budget is hereby amended to reflect the addition of Capital Grant funds from CalTrans for the purpose stated in paragraph 1 above as follows:

Mack Road/State Route 99 Signal 248-500-SE96-4820 \$40,250

3. That the Capital Improvement Budget is hereby amended to reflect the addition of Capital Grant funds for the purpose stated in paragraph 1 above as follows:

Mack Road/State Route 99 Signal 248-500-SE96-3511 \$40,250

\_\_\_\_\_  
MAYOR

ATTEST:

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

CA4-09.L

FOR CITY CLERK USE ONLY

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

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

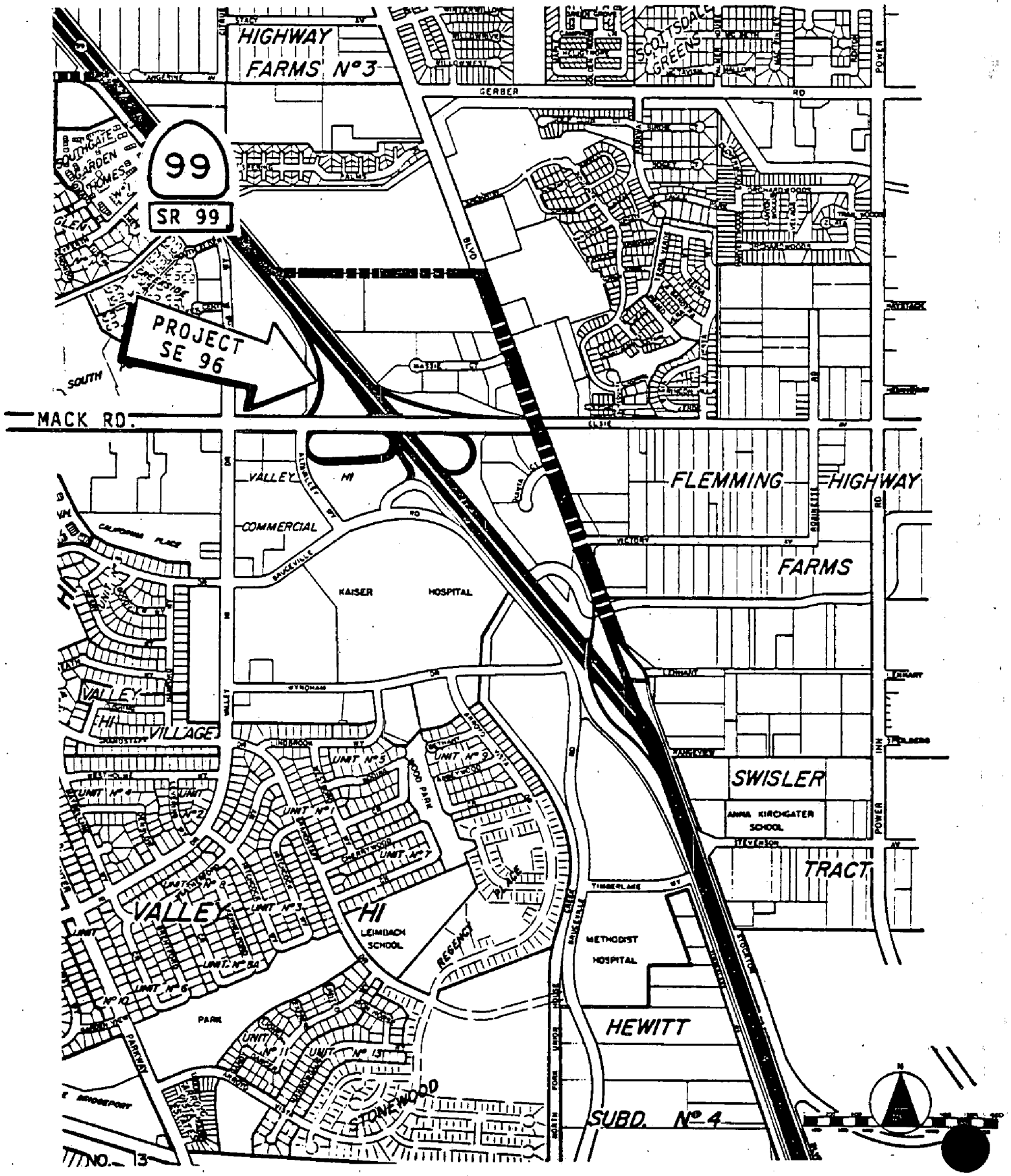


EXHIBIT A SR 99 AND MACK RD. INTERSECTION

03-Sac-99-17.66  
03358-363600  
SB-WB Off-Ramp at Mack Road

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO ON \_\_\_\_\_ is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF Sacramento  
a body politic and a municipal  
corporation of the State of  
California, referred to herein as "CITY"

RECITALS

(1) STATE AND CITY contemplate installing traffic control signal and safety lighting and performing roadwork at the intersection of Mack Road with State Highway Route 99, southbound to westbound off-ramp, referred to herein as "PROJECT", and desire to specify the terms and conditions under which PROJECT is to be engineered, constructed, financed, operated and maintained.

(2) If any work involving high/low risk underground facilities or sub-surface construction within said State highway is needed, STATE requires that said work be accomplished in accordance with STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way".

## SECTION I

### CITY AGREES:

(1) To provide all necessary preliminary engineering, including plans and specifications and utility identification and location, and all necessary construction engineering services for the PROJECT and to bear CITY's share of the expense thereof, as shown on Exhibit A, attached and made a part of this Agreement.

(2) To install a traffic control signal and widen the southbound to westbound off-ramp and revise the associated safety lighting at Mack Road as part of this PROJECT and to bear any cost thereof for PROJECT that exceeds the STATE's contribution as provided in Section II, Articles (1) & (2) and reimburse STATE's remaining deposit if actual PROJECT cost is less than the amount deposited under Section II, Article (1), as shown on Exhibit A.

(3) To identify and locate all high and low risk underground facilities within the PROJECT area and protect or otherwise provide for such facilities, all in accordance with STATE's "Manual on High and Low Risk Underground Facilities within Highway Rights of Way". Costs of locating, identifying, protecting or otherwise providing for such high and low risk facilities shall be distributed and borne in the same manner as described in Section III, Article (11). CITY hereby acknowledges the receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way" and agrees to construct PROJECT in accordance with such Manual.

(4) To apply for necessary encroachment permits for required work within State Highway rights of way, in accordance with STATE's standard permit procedures.

(5) PROJECT will be advertised, awarded, and administered in accordance with STATE's current Local Programs Manual, Volume II.

(6) To construct PROJECT in accordance with plans and specifications of CITY, to the satisfaction of and subject to the approval of STATE.

(7) Upon completion of PROJECT, to furnish STATE a complete set of full-sized film positive reproducible as-built plans and maps of any property acquired in the course of the project.

(8) To maintain the entire traffic control signal and safety lighting as installed and pay an amount equal to 75% of the total maintenance costs, including electrical energy costs.

(9) To retain for audit for STATE or other government auditors for a period of three (3) years from date of final payment, all records and accounts relating to PROJECT, and to provide copies of such records as requested.

## SECTION II

### STATE AGREES:

(1) To deposit with CITY within 25 days of receipt of billing therefor (which billing may be forwarded immediately following CITY's bid advertising date of a construction contract for PROJECT) the amount of \$40,250, which figure represents STATE's estimated share of the expense of preliminary engineering, construction engineering, and construction costs required to complete PROJECT, as shown on Exhibit A. STATE's total obligation for said anticipated project costs under this Agreement shall not exceed the amount of \$47,250, of which no more than \$39,000 may be for the sum of STATE's share of payments to CITY's contractor and STATE's share of costs referred to in Section III, Article (11).

(2) STATE's total obligation of the construction costs shall be an amount not to exceed \$39,000, including an amount up to 100% of widening costs of the southbound to westbound off-ramp to Mack Road and an amount up to 25% of the actual signal and lighting related costs as shown on Exhibit A.

(3) STATE's share of the expense of preliminary engineering shall be an amount equal to 25% of the CITY's actual costs for preliminary engineering for the entire PROJECT.

(4) STATE's share of the expense of construction engineering shall be an amount equal to 25% of the CITY's actual costs for construction engineering for the entire PROJECT.

(5) To reimburse CITY for STATE's proportionate share of the cost of maintenance of said traffic control signal and safety lighting, such share to be an amount equal to 25% of the total maintenance costs, including electrical energy costs.

(6) To furnish the traffic signal control equipment for project. This equipment shall consist of signal controller unit and signal control cabinet. The estimated cost of this STATE-furnished equipment is \$7,000 and the actual cost to STATE shall be deducted from the STATE's share of the PROJECT costs.

(7) To issue without fee, upon proper application by CITY and by CITY's contractor, the necessary encroachment permits for required work within the State Highway rights of way.

(8) To certify to CITY that the right of way is owned by STATE or that STATE had Right of Entry to do work prior to December 31, 1990.

(9) To provide a State Project Coordinator to coordinate and promptly review the work of CITY during the preparation of PS&E for PROJECT.



SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

(1) All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission. Should CITY award a contract for PROJECT prior to the allocation of resources by the California Transportation Commission, there is no guarantee of STATE's participation and CITY shall assume all risks thereof.

(2) Should any portion of PROJECT be financed with Federal funds or State gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

(3) Construction by CITY of improvements referred to herein which lie within STATE rights of way or affect STATE facilities, shall not be commenced until CITY's original contract plans involving such work, have been reviewed and approved by signature of STATE's District Director of District 3, or his delegated agent, and until an Encroachment Permit authorizing such work has been issued by STATE therefor. Receipt by CITY of CITY contract plans signed by STATE shall constitute STATE's acceptance of and official approval of said plans.

(4) CITY will obtain the aforesaid Encroachment Permit through the office of STATE's District 3 Permit Engineer and that CITY's application therefor shall be accompanied by reproducible tracings of aforesaid STATE approved contract plans. Receipt thereafter by CITY of the approved Encroachment Permit shall constitute CITY's authorization from STATE to proceed with work which lies within STATE rights of way or which affects STATE facilities, pursuant to work covered by this Agreement. CITY's authorization to proceed with said work shall, however, be contingent upon CITY's compliance with all provisions set forth in said Encroachment Permit.

(5) CITY's contractor will also be required to obtain an Encroachment Permit from STATE prior to commencing any work which lies within STATE rights of way or which affects STATE facilities. The application for said Encroachment Permit shall be made through the office of STATE's District Permit Engineer and the permit shall be issued free of charge by STATE.

(6) CITY shall not advertise for bids to construct PROJECT until after an encroachment permit has been issued to CITY by STATE, nor shall CITY award a contract to construct PROJECT until after receipt of STATE's deposit required in Section II, Article (1).

(7) After opening of bids, STATE's estimate of cost will be revised based on actual bid prices. STATE's required deposit under Section II, Article (1) above will be increased or decreased to match said revised estimate. If deposit increase or decrease is less than \$1,000, no refund or demand for additional deposit will be made until final accounting.

(8) If, upon opening bids, it is found that STATE's costs will exceed the limitation cited in SECTION II (2), CITY may, at CITY's discretion, but after consulting with STATE:

(A) Award the contract and assume all costs above STATE's limitation.

(B) Reject the bids and either readvertise or abandon PROJECT.

(9) Prior to award of the construction contract for PROJECT, STATE may terminate this Agreement by written notice, provided that STATE pays CITY for all costs incurred by CITY prior to CITY's receipt of said notice, such costs not to exceed expenditures of \$15,000.

(10) If termination of this Agreement is by mutual agreement, STATE will bear 25% and CITY will bear 75% of all costs incurred prior to termination, with total costs not to exceed \$15,000.

(11) If existing public and/or private utilities conflict with the construction of PROJECT, CITY will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. CITY will inspect the protection, relocation or removal, which if there are costs of such protection, relocation or removal which STATE and CITY must legally pay, STATE and CITY will share in the cost of said protection, relocation or removal, plus cost of engineering overhead and inspection, in the amount of 25% STATE and 75% CITY. If any protection, relocation or removal of utilities is required, such work shall be performed in accordance with STATE policy and procedure. STATE will pay its share at the time of final billing based on actual costs.

(12) Upon completion of all work under this Agreement, ownership and title to all signal, materials, equipment and appurtenances installed will automatically be vested in STATE and no further agreement will be necessary to transfer ownership to STATE.

(13) The cost of any engineering or maintenance referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE's standard accounting procedures.

(14) Neither STATE 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 or in connection with any work, authority or jurisdiction not delegated to STATE under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4 CITY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction not delegated to STATE under this Agreement.

(15) 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 STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement.

(16) That, in the construction of said work, CITY will furnish a representative to perform the functions of a Resident Engineer, and STATE may, at no cost to CITY furnish a representative, if it so desires, and that said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE's representative shall prevail on work within STATE's right of way.

(17) That those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the PROJECT construction contract by CITY or on December 31, 1991, whichever is earlier in time; however, the ownership, operation and maintenance clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA  
Department of Transportation

ROBERT K. BEST  
Director of Transportation

By \_\_\_\_\_  
District Director

Approved as to form and procedure

\_\_\_\_\_  
Attorney, Department of Transportation

Certified as to funds and procedure

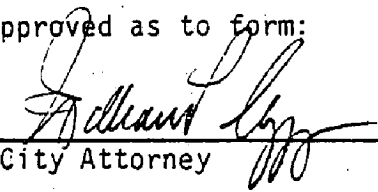
\_\_\_\_\_  
District Accounting Officer

CITY OF SACRAMENTO

BY \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

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

03-Sac-99-17.66  
 03358-364700  
 SB-WB Off-Ramp at Mack Road

EXHIBIT A  
 ESTIMATE OF COST

<u>Description</u>	<u>Total Est. Cost</u>	<u>City's Share</u>	<u>State's Share</u>
<b>Construction Cost</b>			
Signals	\$ 70,000	\$52,500	\$17,500
Roadwork (Ramp)	\$ 21,500	0	\$21,500
<b>Total Construction Cost</b>	<u>\$ 91,500</u>	<u>\$52,500</u>	<u>\$39,000</u>
<b>Engineering Cost</b>			
Prelim. Engrg. @15% Overhead Included	\$ 15,000	\$11,250	\$ 3,750
Const. Engrg. @18% Overhead Included	\$ 18,000	\$13,500	\$ 4,500
<b>Total Project Cost</b>	<u>\$124,500</u>	<u>\$77,250</u>	<u>\$47,250</u>
Engineering Cost - Roadwork			

- o State's deposit of \$40,250 - \$39,000 maximum State's share Construction Cost plus \$8,250 (State's share (25%) of P.E.&C.E.) minus \$7,000 SFM&E per SECTION II(6).

TRPT43