



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



2

February 6, 1990

Budget and Finance Committee
of the City Council
Sacramento, CA

Honorable Members in Session:

SUBJECT: Authorization to Enter into an Individual Project Agreement with the City of Sacramento for Construction of Improvements - Old Sacramento Riverfront, Phase III

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the Redevelopment Agency and City Council of the City of Sacramento.

RECOMMENDATION

The staff recommends approval of the attached resolution approving the agreement.

Respectfully submitted,

ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COMMITTEE:

JACK R. CRIST
Deputy City Manager

Attachment



**SACRAMENTO
HOUSING AND REDEVELOPMENT
AGENCY**



February 5, 1990

Redevelopment Agency and
City Council of the
City of Sacramento
Sacramento, California

Honorable Members in Session:

SUBJECT: Authorization to Enter into an Individual Project Agreement Between the City of Sacramento and the Redevelopment Agency for the Construction of Improvements to Complete Phase III of the Old Sacramento Riverfront

SUMMARY:

Adoption of the attached Resolution will authorize the City Manager and the Executive Director to execute an Individual Project Agreement (I.P.A.) in the amount of \$452,700 for the construction of improvements to complete Phase III of the Old Sacramento Riverfront.

BACKGROUND:

On August 22, 1989, the Agency adopted Resolution No. 89-074 authorizing the Executive Director to enter into an Individual Project Agreement with the City for the design of improvements to complete Phase III of the Old Sacramento Riverfront. Also on August 22, 1989 the City adopted a companion resolution authorizing the City Manager to execute the I.P.A. The design work is now completed and the project is ready to be bid.

The improvements to be constructed include the boardwalk area between "J" Street and "K" Street connecting the "K" Street pedestrian access to the Riverfront Wharf with the recently completed Riverfront park area. By Lease Agreement between the Delta King Riverboat and the City, this area is designated as the service and emergency access area for the Delta King and is required to be completed upon completion of the Delta King (which is now accomplished).

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Redevelopment Agency and
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Adoption of the attached resolutions will authorize the Executive Director and the City Manager to execute an I.P.A between the City and the Agency for the bidding, award of the contract, construction management, and construction of the Phase III Old Sacramento Riverfront improvements. The I.P.A. is attached as Exhibit A.

FINANCIAL:

Funding included in the Agency's adopted 1990 Budget consisting of Tax Increment and Tax Allocation Bond carryovers from Waterfront Phase II Cost Centers (A00494 and B00494) will be utilized.

POLICY IMPLICATIONS:

The actions proposed are consistent with previously adopted policy. No change in policy or new policy will result from the adoption of the attached Resolutions.

ENVIRONMENTAL REVIEW:

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(3) and Section 15306 Class 6, actions approved by the adoption of the attached resolutions do not require environmental review. The project has previously been reviewed and approved as a portion of the ongoing phased Old Sacramento Riverfront Restoration Project as an "Exempt" project by determination of the Resources Agency of California dated March 17, 1983 and by a finding of "No Significant Impact" by the United States Corps of Engineers dated April 25, 1983.

MBE/WBE:

The services to be performed under the I.P.A shall be conducted and provided by the City's Facility Development and Management Division which as a City Division follows City MBE/WBE Policy.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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VOTE AND RECOMMENDATION OF COMMISSION:

At its meeting of February 5, 1990, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached Resolution. The votes were as follows:

AYES:

NOES:

ABSENT:

RECOMMENDATION:

It is the staff's recommendation that the attached resolutions be adopted which would:

1. Authorize the City Manager to execute an I.P.A. in the amount of \$452,700 with the Redevelopment Agency related to the bidding, award of contract, construction management and construction of improvements for the completion of Old Sacramento Riverfront Phase III improvements.
2. Authorize the Executive Director to execute an I.P.A. in the amount of \$452,700 with the City related to the bidding, award of contract, construction management, and construction of improvements for the completion of Old Sacramento Riverfront Phase III improvements.

Respectfully Submitted,



ROBERT E. SMITH
Executive Director

TRANSMITTAL TO COUNCIL:

WALTER J. SLIPE
City Manager

Contact Person: Theodore R. Leonard, 440-1320
3200WPP.510

RESOLUTION NO.

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF _____

AUTHORIZATION TO ENTER INTO AN INDIVIDUAL
PROJECT AGREEMENT BETWEEN THE CITY OF
SACRAMENTO AND THE REDEVELOPMENT AGENCY
FOR THE CONSTRUCTION OF IMPROVEMENTS TO
COMPLETE PHASE III OF THE OLD
SACRAMENTO RIVERFRONT

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

Section 1: The Executive Director is authorized to
execute the Individual Project Agreement (I.P.A.), attached as
Exhibit "A", in the amount of \$452,700 with the City of
Sacramento related to the bidding, award of contract,
construction management, and construction of improvements for the
completion of Old Sacramento Riverfront Phase III Improvements.

CHAIR

ATTEST:

ASSISTANT SECRETARY

1100WPP2.550

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

AUTHORIZATION TO ENTER INTO AN INDIVIDUAL
PROJECT AGREEMENT BETWEEN THE CITY OF
SACRAMENTO AND THE REDEVELOPMENT AGENCY
FOR THE DESIGN OF IMPROVEMENTS TO
COMPLETE PHASE III OF THE OLD
SACRAMENTO RIVERFRONT

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

Section 1: The City Manager is authorized to execute the Individual Project Agreement (I.P.A.), attached as Exhibit "A", in the amount of \$452,700 with the Redevelopment Agency related to the bidding, award of contract, construction management, and construction of improvements for the completion of Old Sacramento Riverfront Phase III Improvements.

MAYOR

ATTEST:

CITY CLERK

1100WPP2.550

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

INDIVIDUAL PROJECT AGREEMENT

THIS AGREEMENT is entered into as of _____, 19____, 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 April 1, 1984 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 FOUR HUNDRED AND FIFTY TWO THOUSAND SEVEN HUNDRED DOLLARS (\$452,700).

2. The improvements set forth in Exhibit "B" 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 substantially completed on or before May 22, 1990.

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 costs under this Agreement by reason of City's activities hereunder exceed the total amount set forth in Paragraph 1 above.

4. City has established a budgeted line item breakdown of the aforementioned total sum as follows:

PER ATTACHED PROJECT BUDGET

Administrative Costs	_____
Consultant Costs	_____
R/W Costs	_____
Construction Costs	_____
Construction Engineering Costs	_____
Equipment Costs	_____
Contingencies	_____
TOTAL	<u>\$452,700</u>

5. City shall 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 in Exhibit "B". Agency agrees to pay such progress payments in such amounts as City requests upon review of Partial Payment Request, Contractor Breakdown, 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 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 judgment of the City Engineer, are necessary to prevent interruption of the work and 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 such 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 6 above, Agency shall at its option either (i) terminate this Agreement 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.

8. Any amount or portion of any fund balance in any of the budget line item breakdowns of the aforementioned total sum not expended or required for the completion of the work and remaining upon completion of the work shall be retained by the Agency if not previously paid to City or shall be returned, refunded or reimbursed by City to Agency if previously paid by Agency to City.

9. City shall indemnify and hold harmless Agency from any liability for damages or litigation expenses arising from City's negligence or willful misconduct of City's employees, agents or contractors performing services under this Agreement.

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

Cost Code _____

Organization No. _____

Account _____

ATTEST:

City Clerk

Organization Approval

DESCRIPTION OF PROJECT AND IMPROVEMENTS

I. Location of Project:

That area generally bounded by the Old Sacramento State Riverfront Park and the north line of "J" Street on the north, the Railroad right of way on the east, the north line of "K" Street on the south and the Old Sacramento riverfront wharf structure and flood wall on the west, as shown upon the attached project location map.

II. Scope of Services and Description of Improvements:

A. Scope of Services:

1. Based upon approved construction documents for Old Sacramento Riverfront Phase III Improvements prepared under and in satisfaction of the Individual Project Agreement for design services; bid, negotiate, award, and execute contract for construction of the improvements to complete the Old Sacramento Riverfront Phase III Improvements.
2. Obtain and comply with all necessary approvals and permits for the construction of the improvements. Obtain certificates of Insurance and Payment and Performance Bonds with Agency co-named with City.
3. Perform all customary and necessary construction monitoring and construction management task including inspections, and the preparation and processing of notices, reports, change orders, payments and certificates.

B. Description of Improvements

The improvements to be constructed include:

1. Road bed to support service and delivery trucks and City Fire Department's equipment and it's special needs.
2. Heavy timber boardwalk surfacing.
3. Railroad grade crossing at "J" Street.
4. Timber bollard pedestrian way and or other area delineation.

5. An access ramp satisfying handicapped access requirements to the "J" Street wharf area.
6. A transition between the timber boardwalk area and the pedestrian and bicycle path at the Riverfront Park area north of "J" Street.
7. Fixed and/or removable timber bollards for control of vehicular access.
8. Necessary electrical and other utilities to serve the project area and/or complete the Old Sacramento riverfront wharf and boardwalk.
9. Necessary and appropriate signage.

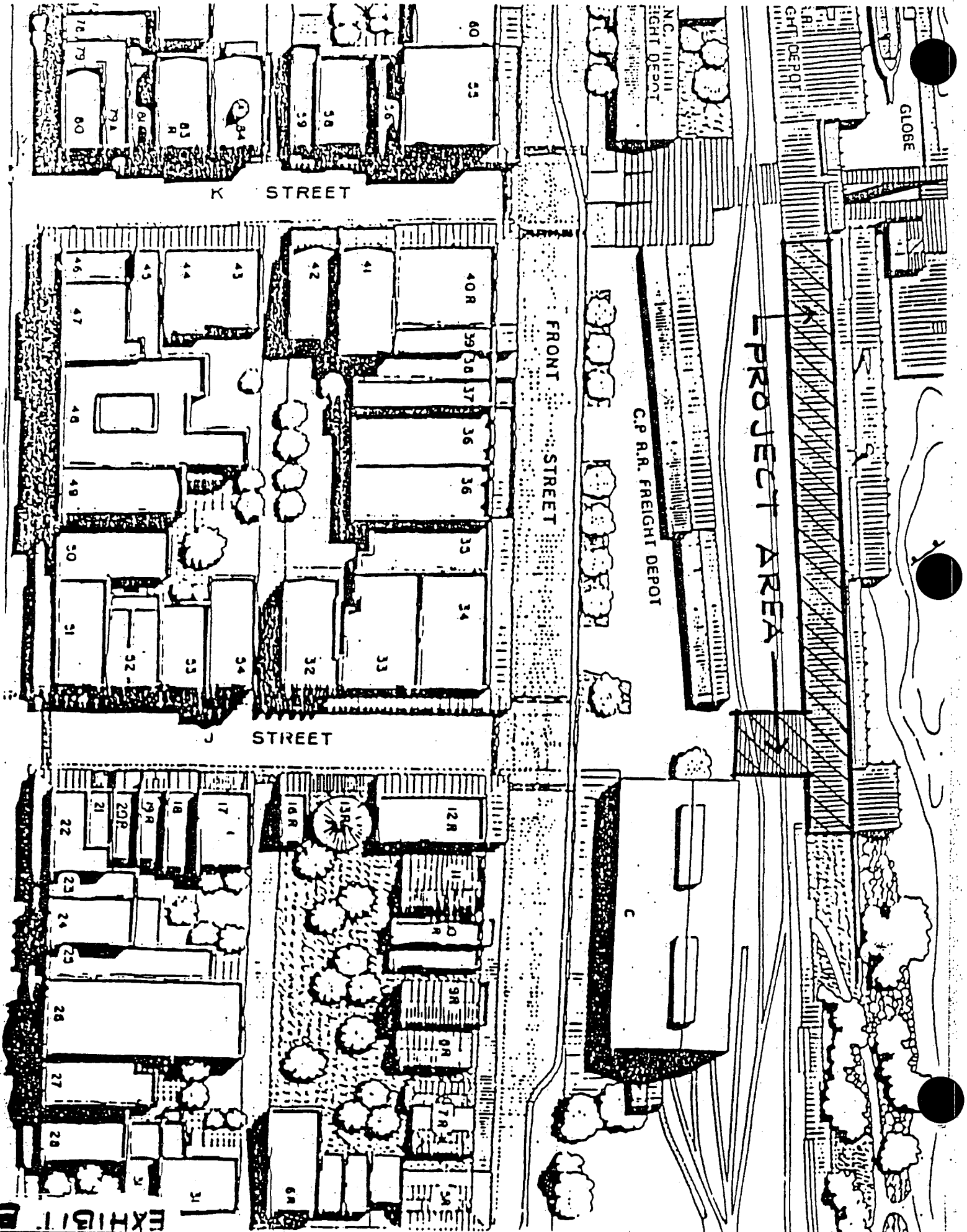
C. Method of Payment

Agency shall make payment to City for actual eligible costs incurred upon presentation of invoices and appropriate documentation. Invoices must be sent to, reviewed and signed prior to payment by:

Theodore R. Leonard, Agency Architect and Old Sacramento
Project Manager

D. Schedule of Performance:

A schedule for the performance of services will be established which will allow adequate time for reviews, approval of plans, bidding, award of the contract for construction, and substantial completion of construction of the improvements by May 22, 1990.



PROJECT BUDGET

	1/22/90	
Project Name: Old Sec Riverfront Ph3 (Construction)		Original Est. Dated
Project Number: 3677		1/22/90
Approved Budget: \$452,700		Revision No. 0
TOTAL FACILITY COST: \$452,700		
Budget Shortfall: \$0		

	<u>Building Shell</u>	<u>Building Interior</u>
SQUARE FOOTAGE:		
COST PER SQUARE FOOT:		
CALCULATED COST:	\$0	\$0
Or	OR	OR
ESTIMATED COST:	\$370,700	\$0

• **CONSTRUCTION**

• **BUILDING**

Building Construction Cost:		\$370,700
T.I. Construction Cost:		
Contingency @	\$37,070	\$37,070
Total Change Orders:		
BUILDING SUB-TOTAL:		\$407,770

• **INTERIOR IMPROVEMENTS**

Partitions:		
Office Furniture:		
Phone/Computer:		
Special Equipment:		
Contingency @	\$0	
Total Change Orders:		
INTERIOR IMPROVEMENTS SUB-TOTAL:		
Escalation @	5%/Year:	
TOTAL FACILITY COST:		\$407,770

• **CONSULTANTS:**

Pre-design Studies:		
Environmental Impact Studies:		
Programming:		
Civil Engineering:		
Soil/Foundation Engineering:		
Architect(s) or Engineer(s):		\$3,616
Interior Design Consultant:		
Cost Estimating Consultant:		
Special Consultant(s):		
Materials Testing Lab:		\$3,262
Special Inspection:		\$4,078
Contingency @	\$1,030	\$1,030
Supplemental Agreement(s):		
TOTAL CONSULTANT COST:		\$11,986

• **MISCELLANEOUS:**

Land Purchase:		
Art in Public Places:		
Moving Expenses:		
Reproduction Expenses:		\$2,000
Project Contingency @	\$0	
Contingency Transfer(s):		
TOTAL MISCELLANEOUS COST:		\$2,000

• **CITY STAFF EXPENDITURES:**

Pre-design-Bid Management:		\$485
Construction Administration:		\$2,829
Construction Inspection:		\$5,451
Facility Maintenance Staff:		\$500
Benefits:		\$3,527
Indirect Costs:		\$18,142
TOTAL STAFF EXPENDITURES:		\$30,944

• **COMMENTS**

PROJECT BUDGET

**CITY OF SACRAMENTO
CIP BUDGET INPUT FORM**

3/2/89

CIP No. 3677

Org. No. _____

Fund No. _____

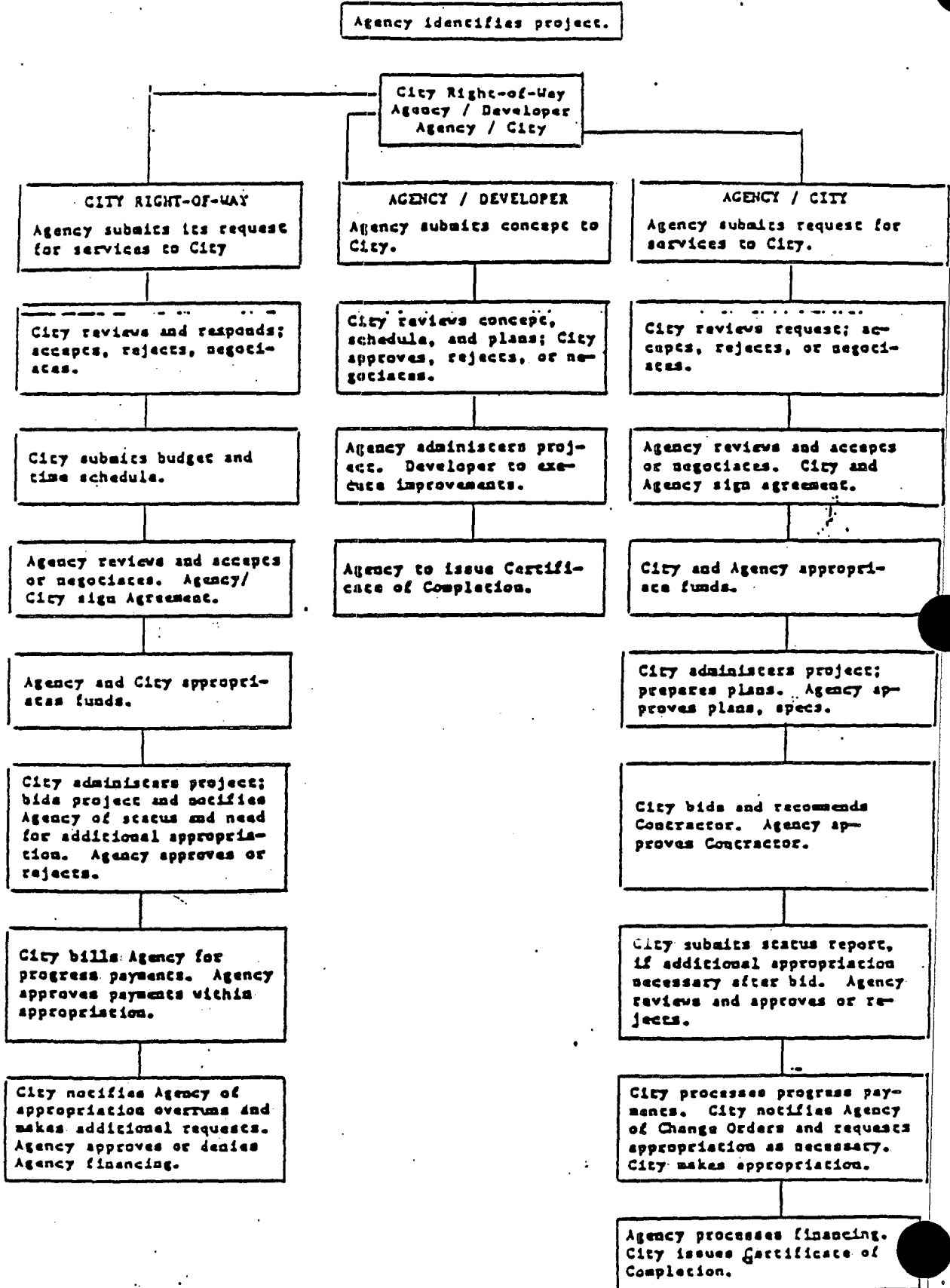
Agency No. _____

Project Title: Old Sac Riverfront Ph3 (Construction)

PROJECT BUDGET

Object Code	Item	Current Est. Amount	% Total
4268	Moving Expenses		0%
4804	Consultant Contingency	\$1,030	0%
4634	Furnishings / Partitions		0%
4801	Feasibility / Marketing Analysis		0%
4802	Design Consultant(s)	\$3,616	1%
4803	Environmental Impact Report		0%
4810	Site Purchase & Preparation		0%
4820	Construction	\$370,700	82%
4821	Consulting Soil, Survey Engineers		0%
4822	Material Testing Engineers	\$3,262	1%
4213	Reproduction	\$2,000	0%
4826	Construction Contingency	\$37,070	8%
4831	Indirect Charges	\$18,142	4%
4848	Special Inspection	\$4,078	1%
4860	Art in Public Places		0%
4880	Gen. Fund Reimburse-Salaries	\$9,275	2%
4881	Gen. Fund Reimburse-Benefits	\$3,527	1%
4922	Telephone / Computer		0%
4927	Construction Special		0%
4998	General Project Contingency		0%
TOTAL FACILITY COST:		\$452,700	100%

FLOW CHART



<p>Department of Engineering City Hall San Antonio, California 95014</p>	<p>Contract Number: 95014</p>	<p>Original Contract No. _____</p> <p>Change Order No. _____</p>	
<p>Original Contract</p>			
		<p>Total Cert. to Date</p>	
		<p>BALANCE DUE ON CONTRACT</p>	
		<p>Amount Work Completed</p>	
		<p>LESS IUT</p>	
		<p>Sub Total</p>	
		<p>Previous Certificate</p>	
		<p>ISSUE THIS CERTIFICATE</p>	
		<p>Amount to be paid at this time on P. O. _____</p>	

TO BE COMPLETED BY RECEIVING DEPT. AND FORWARDED TO ACCOUNTING DIVISION

DATE RECEIVED _____

RECEIVED BY _____

DEPT. _____

CITY MANAGER _____

REPARATION IS HEREBY MADE FOR ANY DEFECTS OR SERVICES NOT RECEIVED TO WHOLELY AT THIS WORK ORDER AND IN QUALITY ACCORDING TO SPECIFICATIONS.

REPARATION IS HEREBY MADE FOR ANY DEFECTS OR SERVICES NOT RECEIVED TO WHOLELY AT THIS WORK ORDER AND IN QUALITY ACCORDING TO SPECIFICATIONS.

MONTHLY CONTRACTOR ITEMIZATION

MONTHLY PROGRESS REPORT

for Month of _____

Organization _____ Project _____

Name of Person Completing Form _____

Telephone _____

A. Operating Steps Taken: (List major activities such as hiring of staff, signing of contract, purchase of equipment or supplies, etc.)

B. Accomplishments This Month: (List services provided, rehabilitations performed, construction completed, etc.)

C. Problems Encountered:

D. Extent of Project Completion to Date: _____

