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DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

January 19, 1988

Budget and Finance Committee
Sacramento, California

Honorable Members In Session:

SUBJECT: Richards Boulevard and Interstate Route 5 (PN:TB46) - State Cooperative Agreement Approval and Fund Transfer

SUMMARY

As part of the Richards Boulevard Widening project, the City and the State of California, Department of Transportation (Caltrans) have agreed to improve the freeway ramp geometrics and traffic signals at Richards Boulevard and I-5. The proposed improvements will benefit the City and Caltrans. It is recommended that the City enter into a cooperative agreement with Caltrans for funding a portion of the project.

BACKGROUND

Plans are currently being developed for improvements to Richards Boulevard from I-5 to North 3rd Street to improve traffic flow. Additional improvements to the traffic flow on Richards Boulevard can be realized by modification of the freeway ramps and traffic signals at Richards Boulevard and I-5.

Currently, traffic congestion is increasing on westbound Richards Boulevard at the I-5 Freeway ramps and on northbound I-5 at the Richards Boulevard exit. This is due in part to inadequate ramp capacities at Richards Boulevard and I-5. To alleviate this problem the City and Caltrans have agreed to add dual left turn lanes on Richards Boulevard to increase the capacity of the southbound onramp. Also, dual right turn lanes will be provided for the northbound I-5 off-ramp onto Richards Boulevard.

An agreement between the City and Caltrans regarding these proposed improvements has been reached. The agreement designates the City to design and construct the project and Caltrans to contribute a share of the project costs. These improvements will be constructed as part of the City's Richards Boulevard Widening project (PN:TB46) in the spring of 1988.

CITY OF SACRAMENTO
CALIFORNIA

RECEIVED
JAN 19 1988
927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220

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

916-449-5282

Budget and Finance Committee
Richards Blvd. and Interstate 5 (PN:TB46)
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FINANCIAL

The total estimated project cost for the freeway ramp improvements at Richards Boulevard and I-5 is \$63,000. Caltrans has agreed to contribute \$35,000 towards project construction; the remaining \$28,000 will be provided from existing funds in the Richards Boulevard Widening (PN:TB46) project. Adjustments to the Capital Improvement Program and Capital Grant Revenue Fund are necessary for accounting purposes.

RECOMMENDATION

It is requested that the Budget and Finance Committee recommend approval of the proposed adjustments to the Capital Improvement Program and Capital Grant Revenue Fund to the City Council.

Respectfully submitted,



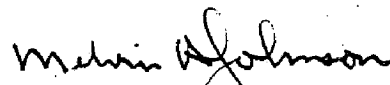
THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:



JACK R. CRIST
Deputy City Manager

Approved:



MELVIN H. JOHNSON
Director of Public Works

RW:bh
ED3-101.B
12.0387.2

January 19, 1988
District No. 1

Attachment

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF SACRAMENTO FOR FUNDING OF IMPROVEMENTS TO THE FREEWAY RAMPS AT RICHARDS BOULEVARD AND INTERSTATE ROUTE 5 (PN:TB46)

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

1. That the City Manager and City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento a cooperative agreement with the State of California for funding of improvements to the freeway ramps at Richards Boulevard and Interstate Route 5.
2. Revenue estimates to the Capital Grants Funds (2-48-500-TB46-3597) are hereby increased by \$35,000.
3. The Capital Improvement Program is amended by appropriating \$35,000 to the Richards Boulevard Widening Project Fund (2-48-500-TB46-4820) for construction of roadway improvements based on the increased revenue.

MAYOR

ATTEST:

CITY CLERK

DEPARTMENT OF TRANSPORTATION

DISTRICT 3

P.O. BOX 911, MARYSVILLE 95901



(916) 741-4370

November 18, 1987

03-Sac-5-24.65
03357 - 335108
Richards Boulevard
District Agmt. No. 03E188
City Project No. TB46

Department of Public Works
Engineering Division
Attention Randy Witt
927 Tenth Street, Room 200
Sacramento, CA 95814-2705

Dear Mr. Witt:

Attached are the original and three copies of Cooperative Agreement 03E188 (City No. TB46) between the City of Sacramento and Caltrans covering cooperative work at the Richards Boulevard - Route 5 Interchange that will be included in City's project to widen Richards Boulevard from Route 5 to 3rd Street.

Please have the original and two copies executed for the City, attach a copy of the Council's resolution authorizing signature for the City to each and return to this office for processing. The third copy is for your files pending receipt of fully-executed copy.

Changes to the draft of this Agreement as mentioned in your letter of November 13, 1987 and as discussed with Cliff Dunn of my staff, have been incorporated into the final document.

If you have any questions, please call Cliff Dunn at 741-4352.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sam Johnson".

Sam Johnson, Chief
Traffic Operations Branch B

Attachment

cc: R. Winton
Helen Reno

CPD:gd

traf85

NOV 22 1987
1682

03-Sac-5-24.65

03357 - 335108

Richards Boulevard

District Agreement No. 03E188

City Project No. TB46

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 modifying the traffic control signal system and safety lighting and ramp intersections to allow two right turn moves from

the northbound Route 5 off-ramp to eastbound Richards Boulevard and two left-turn moves from westbound Richards Boulevard to the southbound Route 5 on-ramp, referred to herein as "PROJECT", and desire to specify the terms and conditions under which PROJECT will 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 include construction of PROJECT as part of CITY's larger improvement project on Richards Boulevard from North 3rd Street to Route 5 Interchange.

(2) To bear all cost of PROJECT that exceeds STATE's agreed share as provided in SECTION II (1).

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

(6) Upon completion of PROJECT, to furnish STATE a complete set of full-sized film positive reproducible as-built plans.

(7) To maintain the entire traffic control signal system and safety lighting as installed and bear CITY's share of such expense therefor, in accordance with the existing maintenance agreement.

(8) To retain or cause to be retained 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 construction of the PROJECT.

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 \$35,000, which figure represents the lump sum total amount of STATE's agreed to share of the cost of work to be performed on STATE's behalf pursuant to this Agreement.

(2) To reimburse CITY for STATE's proportionate share of the cost of maintenance of said traffic control signal system and safety lighting, in accordance with the existing maintenance agreement.

(3) To operate the traffic control signal system as installed and pay 100 % of the operation cost.

(4) To issue, upon proper application by CITY and by CITY CONTRACTOR, the necessary encroachment permits for required work within the State Highway rights of way.

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 the 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) That 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 in writing by 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 said written approval by STATE shall constitute STATE's acceptance of and official approval of said plans.

(4) That 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

(9) Prior to beginning construction on PROJECT, CITY may terminate this Agreement by written notice and CITY shall return any funds deposited with CITY by STATE.

(10) If termination of this Agreement is by mutual agreement, STATE will bear 50% and CITY will bear 50% of all costs incurred prior to termination, with total costs not to exceed \$10,000.

(11) If existing public and/or private utilities conflict with the construction of the 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, CITY will pay the cost of said protection, relocation or removal. If any protection, relocation or removal of utilities is required, such work shall be performed in accordance with STATE policy and procedure.

(12) Upon completion of all work under this Agreement, ownership and title to all signal, materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in the STATE, and all signal, materials, equipment and appurtenances installed outside of STATE's right of way will automatically be vested in the CITY, and no further agreement will be necessary to transfer ownership as hereinabove stated.

(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

of way. Should the decisions of STATE's representative require a change from the approved plans and specification. STATE shall bear all costs associated with said change.

(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 January 1, 1990, 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

LEO J. TROMBATORE
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

trpt42

CITY OF SACRAMENTO

BY _____
City Manager

Attest: _____
City Clerk

Approved as to form and procedure



City Attorney