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DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

ENGINEERING DIVISION

916-449-8220

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

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

July 18, 1989

916-449-5282

Budget and Finance Committee
Sacramento, California

Honorable Members In Session:

SUBJECT: Sac 51 Commuter Bikeway (PN:HA41) - Approval of a Cooperative Agreement with the State of California and Appropriation of Funds for Construction

SUMMARY

A Cooperative Agreement between the City and the State of California, Department of Transportation (Caltrans) to construct the subject project has been reached. The City is to advertise the project for bids and perform the construction administration. Approval of the agreement and fund appropriation is recommended.

BACKGROUND

The Sac 51 Commuter Bikeway is a Caltrans funded project which roughly parallels Business 80 (State Route 51) from Fulton Avenue to the Jedediah Smith National Recreation Trail along the American River. The bikeway will combine sections of off-street bike trails, on-street bikelanes and posted bike routes. The bikeway will provide a safe and direct commuter bike route from the northeast area to the downtown core. The total length is approximately 5.5 miles.

The project is included in the current State Transportation Improvement Program. Construction is scheduled to commence in September 1989. The City is currently designing the bikeway in order to accelerate project completion. Caltrans is reimbursing the City for all costs associated in the project's design.

It is proposed that the City enter into a cooperative agreement with Caltrans to have the City advertise, award and administer construction of this project. Caltrans will reimburse the City for all construction costs, including contract administration, up to \$341,880. It is anticipated that the designated funding is sufficient to complete this

Budget and Finance Committee
Sac 51 Commuter Bikeway (PN:HA41)
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FINANCIAL DATA

Funds for the construction of this project have not been appropriated. The estimated total construction cost, including contract administration, is \$341,880. The City will be reimbursed for these costs by Caltrans. It is proposed that the City Capital Improvement Program and Capital Grants Revenue Fund be amended in anticipation of the receipt of State funding and expenses associated with the cooperative agreement.

POLICY CONSIDERATIONS

None.

MBE/WBE EFFORTS

Not applicable.

RECOMMENDATION

It is recommended that the Budget and Finance Committee recommend approval of the proposed adjustments to the Capital Improvement Program and Capital Grants Revenue Fund and forward this report to the full City Council for adoption of the attached resolution.

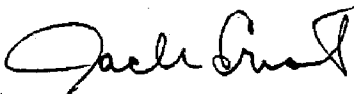
Respectfully submitted,



THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:

Approved:



JACK R. CRIST
Deputy City Manager

MELVIN H. JOHNSON
Director of Public Works

CONTACT PERSON:

N. Dee Lewis, Supervising Engineer
Phone: (916) 449-8230

July 18, 1989
District Nos. 1 and 2

MH:vr
ED3-13.E
07.0589.2

Attachment

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

APPROVAL OF A COOPERATIVE AGREEMENT
WITH THE STATE OF CALIFORNIA AND
APPROPRIATION OF FUNDS FOR
SAC 51 COMMUTER BIKEWAY (PN:HA41)

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 the City to administer construction of the Sac 51 Commuter Bikeway project.
2. That the 1989/90 revenue budget be amended by increasing revenue to the Capital Grants Fund (Fund 248) by \$341,880 with revenue received from the State of California in accordance with the Cooperative Agreement as follows:

248-500-HA41-3597	\$341,880
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3. That the 1989/90 Capital Improvement Program be amended to include the Sac 51 Commuter Bikeway project (PN:HA41) and that \$341,880 be appropriated to the Sac 51 Commuter Bikeway project as follows:

Construction (248-500-HA41-4820)	308,000
Materials Testing Services (248-500-HA41-4802)	2,000
Direct Labor (248-500-HA41-4880)	11,455
Indirect Costs (248-500-HA41-4831)	16,610
Benefits (248-500-HA41-4881)	3,815
TOTAL	\$341,880

MAYOR

ATTEST:

CITY CLERK

ED3-13.E
07.0389.1

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

Parallel to 03-SAC-51-3.0/7.8
03203 - 268100
Sac-51 Commuter Bikeway, American
River Bike Trail to Watt Avenue
Northeast Corridor
(DDCA032)

District Agreement No. 03F667
City Project No. HA41

COOPERATIVE AGREEMENT

This AGREEMENT entered into on _____, 1989, 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, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the CITY.
- (2) CITY desires to construct approximately 5.5 miles of a commuter bikeway roughly parallel to State Route 51 from the American River Bike Trail to Watt Avenue Northeast Corridor, referred to herein as PROJECT, as shown on the attached Exhibit "A".
- (3) CITY desires to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT in order to bring about the earliest possible completion of PROJECT.
- (4) STATE is agreeable to CITY'S proposal to prepare the contract documents and advertise, award and administer the construction contract for PROJECT.
- (5) The parties hereto intend to define herein the terms and conditions under which PROJECT is to be constructed, financed and maintained.

SECTION I

CITY AGREES:

- (1) To advertise, award and administer the construction contract for PROJECT in accordance with the requirements of the Local Agency Public Construction Act, the California Labor Code, including its prevailing wage provisions, and the Code of Federal Regulations 49 CFR 23 regarding Disadvantaged Business Enterprise (DBE). Said DBE Program shall conform to that adopted by CITY to comply with Federal Aid requirements. If CITY does not have an adopted program, CITY shall use the program of the County CITY is located in or use STATE'S program.
- (2) To apply for necessary encroachment permits for required work within State Highway rights of way, in accordance with STATE'S standard permit procedures, as more specifically defined in Articles (3), (4), (5) and (6) of Section III, of this Agreement.
- (3) To require that the construction contractor furnish both a payment and performance bond executed by an admitted surety insurer, in CITY'S name, with both bonds complying with the requirements set forth in Section 3-4 of CITY'S current Standard Specifications.
- (4) To construct PROJECT in accordance with plans and specifications of CITY, to the satisfaction of and subject to approval of STATE.
- (5) Contract administration procedures shall conform to the requirements set forth in CITY'S Standard Specifications and Encroachment Permit for construction of PROJECT.

- (6) PROJECT construction shall conform with CITY'S Standard Specifications and special provisions for PROJECT.
- (7) Material testing and quality control shall conform to the current CITY'S Standard Specifications, and be performed by a certified materials tester employed by CITY or by a certified material testing consultant acceptable to STATE.
- (8) To furnish a field site representative, subject to approval of STATE, who is a licensed Civil Engineer in the State of California, to perform the functions of a Resident Engineer. The Resident Engineer shall be a public employee if any Federal funds are being used to finance said PROJECT. If the PROJECT plans and specifications were prepared by a private design consultant, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contractor.
- (9) To furnish support staff, subject to approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of record drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the plans and specifications. Said qualified staff support shall be independent of the design engineering consultant company and construction contractor.
- (10) The STATE representative shall have authority to accept or reject work and materials and approve all change orders related to public safety or convenience and design or specification changes for PROJECT. Such approval shall be obtained in advance of performance.
- (11) Within five (5) days of the bid opening, and before award of contract, to supply STATE with contractor's bid prices and the engineer's estimate of cost for construction of PROJECT, so STATE can ascertain its contribution described in Section II, Article (1), of this Agreement. STATE will review contractor's bid prices and within 15 days of receiving bids, inform CITY of STATE'S intent to provide STATE'S contribution.
- (12) To submit signed itemized invoices monthly, in triplicate, with specific details of all costs incurred during the period of the invoice. Invoices will meet format and content requirements specified by STATE. Each invoice shall be submitted to the STATE representative for approval and forwarding to the appropriate Accounting Office for payment.
- (13) Upon completion and acceptance of the construction contract for PROJECT, to furnish STATE with a final statement of actual costs to be borne by STATE as set forth in Section II, Article (1), of this Agreement.

- (14) If, upon completion and acceptance of the construction contract, it is found the amount deposited by STATE, pursuant to Section II, Article I, is in excess of the cost of the work on the basis of bid prices plus administration, and construction engineering, the difference shall be promptly refunded by CITY to STATE.
- (15) To retain or cause to be retained for audit by STATE or other government auditors, for a period of three (3) years from date of Federal Highway Administration (FHWA) payment of final voucher, or four (4) years from date of final payment under the contract, whichever is longer, all records and accounts relating to the design and construction of PROJECT.
- (16) To make the progress payments to the contractor using STATE funds as set forth in Section II, Article (1), of this Agreement.
- (17) Upon completion of work under this Agreement, CITY will assume maintenance and the expense thereof for PROJECT.
- (18) Within sixty (60) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE a complete set of all contract records.
- (19) To pay all costs that exceed STATE'S total obligation of \$341,880 as specified in Section II, Article (1) and in Section III, Article (20).

SECTION II

STATE AGREES:

- (1) To reimburse CITY with an amount not to exceed \$341,880, which figure represents a maximum of \$308,000 for construction cost and \$33,880 for construction engineering which is based on eleven percent (11%) of maximum construction cost of PROJECT. Construction engineering shall include contract administration and construction surveying and material testing. STATE'S total obligation for PROJECT costs under this Agreement shall not exceed the amount of \$341,880 including potential claims and excluding change orders by STATE representative. PROJECT costs to be reimbursed by STATE for any engineering referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work and applied according to STATE'S standard accounting procedures.
- (2) To deposit with CITY, within 30 days of bid opening, and after July 1, 1989, an amount not to exceed \$113,960, which figure represents 33.33 percent (one-third) of maximum amount of \$341,880 detailed in Section II, Article (1) of this Agreement, and thereafter to reimburse CITY within 30 days after receipt of each billing by STATE representative.

- (3) To issue, at no cost to CITY and CITY'S contractor, upon proper application by CITY and by CITY'S contractor, the necessary encroachment permits for required work within the State highway rights of way, as more specifically defined in Articles (3), (4), (5) and (6) of Section III, of this Agreement.
- (4) To provide, at no cost to CITY, a qualified STATE representative who shall have absolute authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the Encroachment Permit(s) issued to CITY and to CITY'S contractor. Should the decisions of the STATE'S representative require a change from the approved plans and specifications, STATE agrees to bear all costs associated with said change, exclusive of the amount detailed in Section II, Article (1), of this Agreement.
- (5) Changes to project plans and specifications will be facilitated through contract change orders approved by STATE'S representative without issuance of an Encroachment Permit Rider.

SECTION III

IT IS MUTUALLY AGREED:

- (1) All obligations of STATE under the terms of this Agreement are contingent upon the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.
- (2) CITY will not advertise PROJECT for bid until funds have been appropriated by the Legislature and allocated by the California Transportation Commission.
- (3) Construction by CITY of improvements referred to herein which lie within STATE highway rights of way or affect STATE facilities, shall not be commenced until CITY'S contract plans involving such work and plan for utility relocations have been reviewed and approved by issuance of an Encroachment Permit to CITY authorizing such work has been issued by STATE.
- (4) CITY will obtain aforesaid Encroachment Permit through the office of STATE District Permit Engineer and CITY'S application shall be accompanied by five (5) sets of reduced construction plans of aforesaid STATE approved contract plans. Receipt by CITY of the approved Encroachment Permit shall constitute CITY'S authorization from STATE to proceed with work to be performed by CITY or its consultants within proposed 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 be contingent upon CITY'S compliance with all provisions set forth in this Agreement and said Encroachment Permit.

- (5) CITY'S construction contractor will also be required to obtain an Encroachment Permit from STATE prior to commencing any work within STATE rights of way or which affects STATE facilities. The application by CITY'S contractor for said Encroachment Permit shall be made through the office of STATE'S District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.
- (6) CITY shall not award a contract to construct any portion of PROJECT within the proposed STATE rights of way until after an encroachment permit has been issued to CITY by STATE.
- (7) CITY'S construction contractor shall maintain in force, until completion and acceptance of their PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability in accordance with Condition 22 of CITY'S construction contract agreement.
- (8) That construction bidders shall be required to provide a ten percent (10%) proposal guarantee - security bond as specified in Section 2-8 of CITY'S current Standard Specifications.
- (9) If after bid opening, a contract award is not made, this Agreement is deemed to be terminated by mutual consent.
- (10) Prior to award of the construction contract for PROJECT, CITY may terminate this Agreement by written notice.
- (11) In construction of said work, representatives of CITY and STATE will cooperate and consult, and all work pursuant to PROJECT shall be accomplished according to the approved plans, specifications and applicable CITY standards. Satisfaction of these requirements shall be verified by the STATE representative. The STATE representative is authorized to enter CITY'S property during construction for the purpose of monitoring and coordinating construction activities.
- (12) CITY shall provide a claims process acceptable to STATE, and shall process any and all claims through CITY'S claim process. The STATE representative will be made available to CITY to provide advice and technical input in any claim process. Said claims process shall include a provision for arbitration.
- (13) 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 shall inspect the protection, relocation or removal of such facilities. If any protection, relocation or removal of utilities is required, such work shall be performed in accordance with CITY policy for those utilities outside STATE'S existing or proposed right of way. Total costs of such protection, relocation or removal shall be borne by CITY in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations and Property Rights. Any

relocated or new utilities shall be correctly located and identified on the record drawings.

- (14) Pursuant to the authority contained in Section 591 of the Vehicle Code, STATE has determined that within such areas as are within the limits of PROJECT and are open to public traffic, CITY shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. CITY shall take all necessary precautions for safe operation of CITY'S vehicles, the construction contractor's equipment and vehicles and/or vehicles of the consultants retained by CITY and for the protection of the traveling public from injury and damage from such vehicles or equipment.
- (15) Upon completion of work under this Agreement, CITY will assume maintenance and the expense thereof for PROJECT.
- (16) That upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances will automatically be vested in CITY. No further agreement will be necessary to transfer ownership as hereinabove stated.
- (17) It is understood and agreed that neither STATE nor any officer or employee thereof is 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 delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injury (as defined in 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 delegated to CITY under this Agreement.
- (18) It is understood and agreed that neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reasons 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 understood and agreed that, pursuant to Government Code Section 895.4, STATE shall defend, indemnify and save harmless CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in 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.
- (19) 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 (2).

- (20) After opening of bids, STATE'S estimate of cost will be revised based on actual bid prices. STATE'S total obligation under Section II, Article (1), will be increased or decreased to match said revised estimate. However, STATE will pay actual construction cost of PROJECT, not to exceed \$308,000. STATE will also pay actual construction engineering cost of PROJECT, not to exceed \$33,880. Costs of PROJECT in excess of amounts mentioned above, will be borne by CITY.
- (21) No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- (22) 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 June 30, 1993, whichever is earlier in time; however, the ownership, operation, maintenance, and claims 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: _____
CITY Manager

Attest: _____
City Clerk

Approved as to Form:

John M. Thompson 6/23/89
CITY Attorney's Office

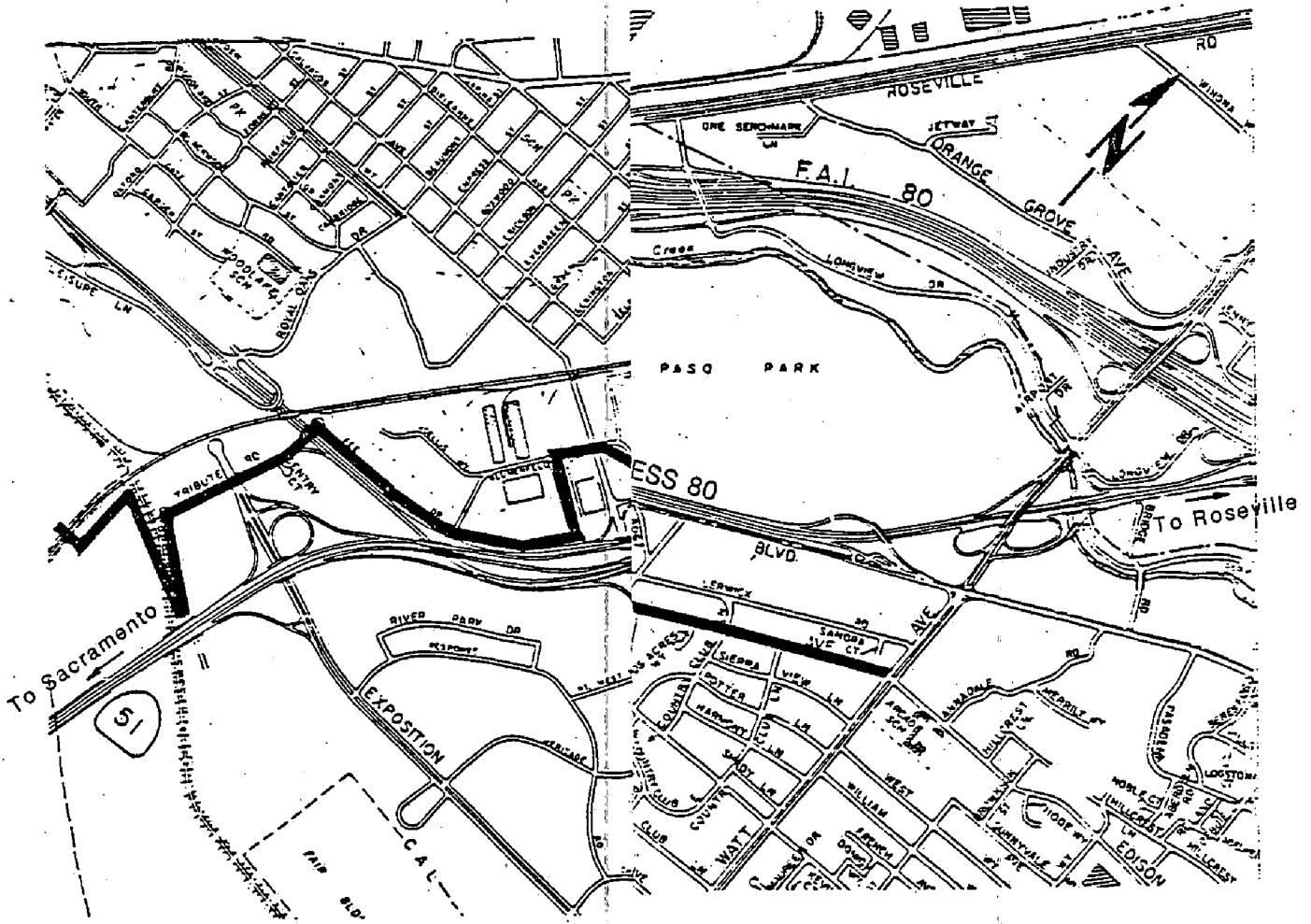


EXHIBIT A

PN: HA 41

03203-268100