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DEPARTMENT OF
GENERAL SERVICES

OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

5730 - 24TH STREET
BUILDING FOUR
SACRAMENTO, CA
95822-3699

916-449-5548

DIVISIONS:

COMMUNICATIONS
FACILITY MANAGEMENT
FLEET MANAGEMENT
PROCUREMENT SERVICES

May 23, 1988

Budget and Finance Committee
Sacramento, California

Honorable Members In Session:

Subject: VARIOUS MATTERS REGARDING THE OLD SACRAMENTO
STATE HISTORIC PARK INCLUDING AMENDMENT OF
CAPITOL BUDGET, AGREEMENT WITH STATE OF CALIFORNIA,
AND APPROVAL OF PLANS AND SPECIFICATIONS WITH
AUTHORIZATION TO RECEIVE BIDS

SUMMARY

It has been previously approved by the City Council, on February 28, 1985, to support the State of California Department of Parks and Recreation in the development of the subject project, located at the Sacramento riverfront flood wall between I & J Streets in Old Sacramento. At this time it is recommended that approval be given for the City to enter into an agreement with the State for construction of the project.

BACKGROUND

It has been previously approved by the City Council, on February 26, 1985, by Resolution No. 85-142 authorizing the City Manager to execute a memorandum of understanding with the State Department of Parks and Recreation for development, operations and maintenance of the Old Sacramento Riverfront State-owned property.

The City of Sacramento, Parks and Recreation Department went to the State of California Department of Parks and Recreation and requested that this project be moved forward on the States priority list and that funds be budgeted. In exchange the City of Sacramento agreed to design, construct and maintain the facilities for a 25 year period.

Budget and Finance Committee
May 23, 1988
Page Two

The State made design funds available and the Sacramento Housing and Redevelopment Agency contracted with CH2M Hill Engineering for plans and specifications. An agreement has been negotiated between the City and State in the amount of \$1,293,800.00 for the construction phase and the City is ready to receive bids for construction.

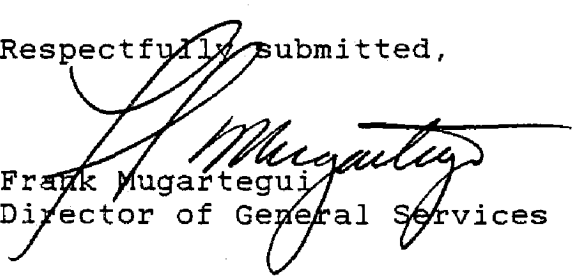
FINANCIAL

A Capitol Improvement Project number is required to be opened for the City to receive the State funding amount of \$1,293,800.00 for construction and administration of the project. The construction estimate is \$1,120,373.00 with the balance being used for construction management, inspection and testing. Maintenance cost estimated at \$4,100.00 annually would be incorporated into the Old Sacramento Waterfront budget.

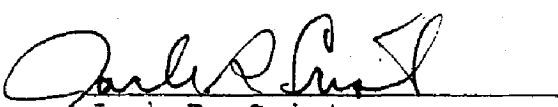
RECOMMENDATION

It is recommended that the Budget and Finance Committee recommend approval of the attached Resolution authorizing the City Manager to enter into an agreement with the State of California Department of Parks and Recreation for the construction of the Old Sacramento Historic Park and that a new capitol improvement project number be opened for the transfer of State funds. Also, approval is recommended of plans and specification and that bids be accepted on June 28, 1988.

Respectfully submitted,


Frank Mugartegui
Director of General Services

Recommendation Approved:


Jack R. Crist,
Deputy City Manager

May 31, 1988
District 1



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GENERAL SERVICES

OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

5730 - 24TH STREET
BUILDING FOUR
SACRAMENTO, CA
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916-449-5548

DIVISIONS:

COMMUNICATIONS
FACILITY MANAGEMENT
FLEET MANAGEMENT
PROCUREMENT SERVICES

May 23, 1988

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Approval of Agreement, Plans and Specifications for
Old Sacramento State Historic Park

SUMMARY

This report recommends approval of an agreement between the State of California Department of Parks and Recreation and the City of Sacramento for the construction of the subject project. It is also recommended that the plans and specifications be approved and that bids be received on June 28, 1988.

BACKGROUND

On February 26, 1985 the City Council approved a Resolution No. 85-142 authorizing the City Manager to execute a memorandum of understanding with the State Department of Parks and Recreation for development, operations and maintenance of the Old Sacramento Riverfront State-owned property. Design funds were made available by the State to SHRA and plans and specifications have been completed by CH2M Hill Engineering.

The project is located in Old Sacramento between I & J Streets at the existing flood wall on the Sacramento River. Plans and Specifications call for removing a portion of the existing flood wall, placing new retaining walls and landscaping to provide pedestrian access to the river.

An agreement has been negotiated between the City and the State in the amount of \$1,293,800 for the construction phase and the City is ready to receive bids for construction.

BUDGET AND FINANCE COMMITTEE ACTION

The attached report was approved by the Budget and Finance Committee at their meeting of May 31, 1988.

City Council
May 23, 1988
Page Two

A non-refundable fee of \$25.00 will be charged for each set of plans and specifications to cover reproduction costs.

RECOMMENDATION

Approval of the attached Resolution authorizing the City Manager to enter into an agreement with the State of California Department of Parks and Recreation and the approval of plans and specifications, that the \$25.00 non-refundable charge be approved, and that bids be received on June 28, 1988.

Respectfully submitted,

Frank Mugartegui
Director of General Services

Recommendation Approved:

Walter J. Slipe, City Manager

May 31, 1988
District 1

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AMENDING THE CAPITAL IMPROVEMENT BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION IN THE AMOUNT OF \$1,293,800.00 FOR CONSTRUCTION OF THE OLD SACRAMENTO STATE HISTORIC PARK LOCATED IN OLD SACRAMENTO BETWEEN I & J STREETS AT THE RIVERFRONT FLOOD WALL.

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

1. The multi-year revenue budget be amended to include \$1,293,800.00 from the State Department of Parks and Recreation for the purpose of constructing the Old Sacramento Historic Riverfront project (248-500-____-3____).
2. The Capitol Improvement Budget be increased by \$1,293,800.00 based on revenue to be received from the State Department of Parks and Recreation for the Old Sacramento Historic Riverfront project as follows:

| | |
|--|--------------------|
| Consultant Contingency (248-500-____-4414) | \$1,487.00 |
| Telephone Vault Reconstruction (248-500-____-4630) | \$43,000.00 |
| Construction (248-500-____-4820) | \$1,049,530.00 |
| Material Testing (248-500-____-4822) | \$5,602.00 |
| Printing (248-500-____-4823) | \$1,500.00 |
| Construct Contingency (248-500-____-4826) | \$70,843.00 |
| Indirect Costs (248-500-____-4831) | \$29,595.00 |
| Architect/Engineer Fees (248-500-____-4841) | \$24,160.00 |
| General Fund Reimburse-Salaries (248-500-____-4880) | \$49,326.00 |
| General Fund Reimburse-Benefits (248-500-____-4881) | <u>\$18,757.00</u> |
| Total | \$1,293,800.00 |

Resolution
May 23, 1988

3. That the City Manager enter into the agreement with State.
4. That authorization be given to open a capitol improvement project account to receive \$1,293,800.00 from the State for this project.
5. That plans and specifications be approved and bids received on June 28, 1988.

MAYOR

ATTEST:

CITY CLERK



CITY OF SACRAMENTO

DEPARTMENT OF

PARKS AND COMMUNITY SERVICES

3520 FIFTH AVENUE

SACRAMENTO, CALIFORNIA 95817

TELEPHONE (916) 449-5200

ROBERT P. THOMAS
DIRECTOR

G. ERLING LINGGI
ASSISTANT DIRECTOR

CROCKER ART MUSEUM DIVISION
GOLF DIVISION
METROPOLITAN ARTS DIVISION
MUSEUM AND HISTORY DIVISION
RECREATION DIVISION
PARKS DIVISION
ZOO DIVISION

February 19, 1985

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Old Sacramento Waterfront Agreement for State Property

SUMMARY

The Department of Parks and Community Services recommends that the City enter into a memorandum of understanding with the State Department of Parks and Recreation for the development, operation and maintenance of the State-owned waterfront property in Old Sacramento.

BACKGROUND INFORMATION

The City of Sacramento adopted the Old Sacramento Riverfront Plan in 1980-81. The plan includes development of the State-owned property along the riverfront shown on Exhibit A. Development of Old Sacramento is underway. The State has not yet allocated funds for the development, estimated at \$1.5 million, of the State-owned portion of the riverfront. The 1984 Bond Act provided funds for development of State-owned property as well as funds for local projects. The State Recreation and Parks Commission has, in conjunction with the State Department of Parks and Recreation, prioritized all State park projects. Projects prioritized in Category I are assured funding. Projects prioritized in Categories II-IV will not be funded. Development of the Sacramento Riverfront is currently identified as a Priority II; therefore, if the priority is not changed, the project will not be funded.

In an effort to complete this highly visible area in Sacramento, staff recommends the City assume the maintenance of the area for 25 years, if the State will finance the development according to the Old Sacramento Riverfront plan. Cost of the maintenance for the State portion of the waterfront is estimated at \$4,100 annually. In any case, the Department will be responsible for maintaining the remainder of Old Sacramento with an on-site manager and programmatic and maintenance personnel. The continuity and cost effectiveness of one agency being responsible for the area is important.

City Council
February 19, 1985
Page Two

Attached is a memorandum of understanding which states the City will agree to enter into a maintenance and operation agreement if and only if the State develops their riverfront property according to the City Council adopted Old Sacramento Riverfront Plan.

FINANCIAL DATA

Development costs would be funded by the State estimated at \$1.5 million. Once the State developed the site, maintenance costs estimated at \$4,100 annually would be incorporated into the Old Sacramento Waterfront budget.

RECOMMENDATION

It is recommended that the City Council, by resolution, authorize the City Manager to execute a memorandum of understanding with the State Department of Parks and Recreation regarding development, operation and maintenance of the State-owned portion of the Old Sacramento Waterfront.

Respectfully submitted,



ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:

WALTER J. SLIPE
City Manager

RPT:ja

February 26, 1985
District 1

RESOLUTION NO. 85 142

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

2-26-59

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING RELATING TO
THE OLD SACRAMENTO RIVERFRONT
STATE PROPERTY

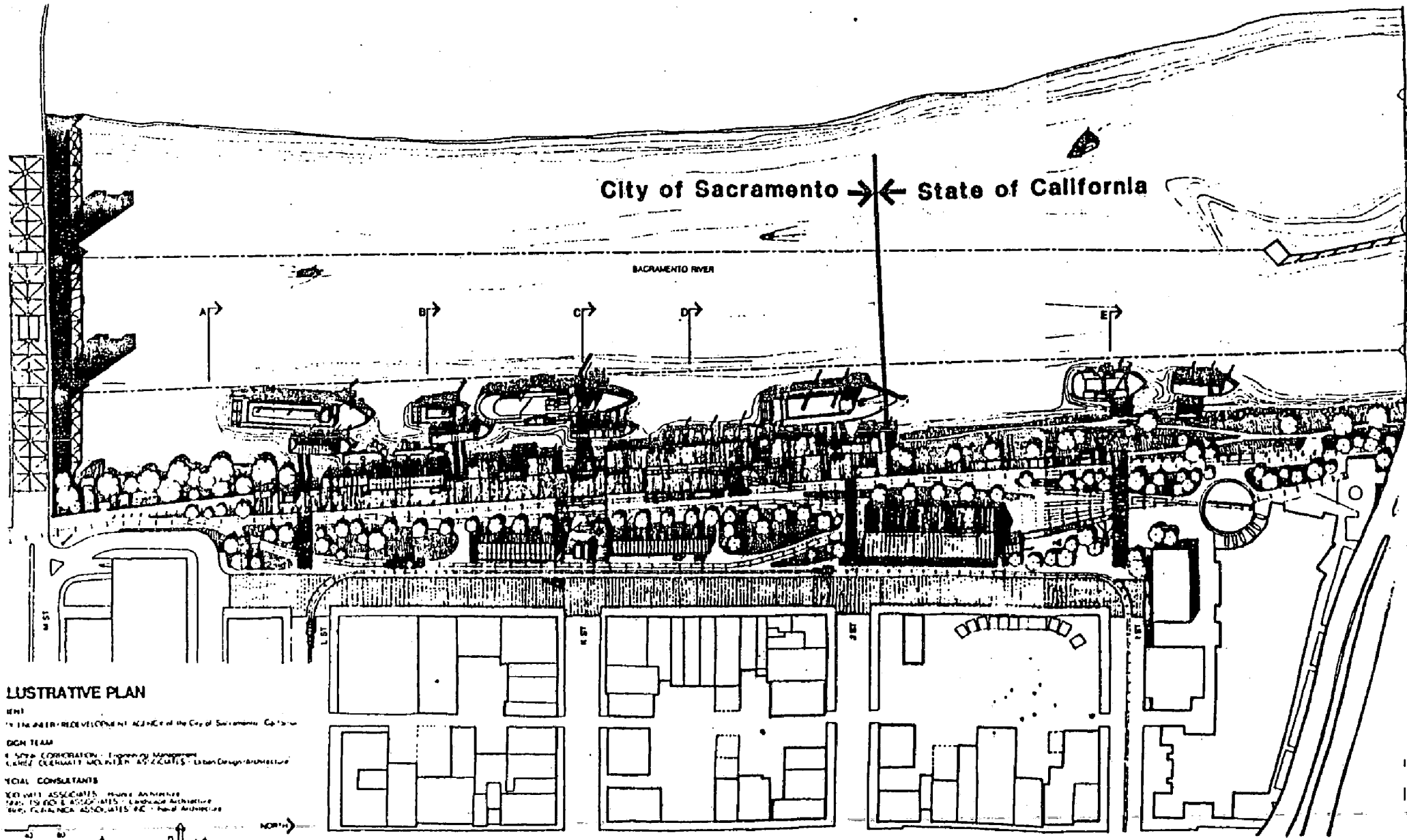
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager is hereby authorized to execute a memorandum of understanding with the State Department of Parks and Recreation for the development, operation and maintenance of the Old Sacramento Riverfront State-owned property.

MAYOR

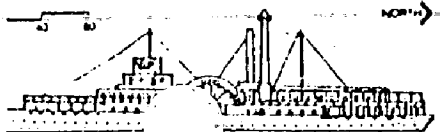
ATTEST:

CITY CLERK



ILLUSTRATIVE PLAN

1981
 CITY ENGINEER - REDEVELOPMENT AGENCY of the City of Sacramento, California
DCM TEAM
 E. SMITH CORPORATION - Engineering Management
 LANDSCAPE ARCHITECTS ASSOCIATES - Urban Design/Architecture
LOCAL CONSULTANTS
 ECKHART ASSOCIATES - Public Art/Artwork
 TERRY TAYLOR & ASSOCIATES - Landscape Architecture
 RUD. PLANENKA ASSOCIATES P.C. - Naval Architecture



OLD SACRAMENTO RIVERFRONT MASTER PLAN

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made and entered into this 27th day of February, 1985, by and between the State of California, acting through the Department of Parks and Recreation, hereinafter called "STATE", and the City of Sacramento hereinafter called "CITY".

WHEREAS, under Public Resources Code Section 5074.1, the Director of Parks and Recreation may enter into contractual agreements under which responsibility for State property operation may be carried out by other public agencies; and

WHEREAS, the CITY is desirous of the STATE to develop said property; and

WHEREAS, the STATE is desirous of the CITY to maintain said property;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1. That if, and only if, the STATE develops or causes to be developed that certain STATE owned property located on the Sacramento Riverfront between J Street and the I Street bridge in accordance with the Old Sacramento Riverfront Master Plan, dated June 1980, the CITY agrees to maintain said property upon completion of the STATE development, on terms and conditions to be negotiated by mutual agreement.

2. That the STATE development shall include, but is not limited to, cutting down the sea wall, excavation, waterside sheet piling, rip rap bottom slope, erosion control upper slope, landscaping upper slopes, landscaping retaining wall, boardwalk, paved path, utilities, floating docks, moorage piles, ramps, and two small buildings.

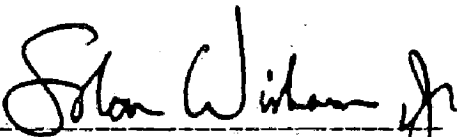
3. That upon completion of STATE development in accordance with the Sacramento Riverfront Master Plan, the CITY and STATE shall enter into a maintenance and operation agreement for a period of 25 years for said property.

4. That the CITY shall be responsible for the period of 25 years from the date of the maintenance and operation agreement for the maintenance of said STATE property.

City Agreement No. 21150

5. That the CITY shall maintain said property to CITY and STATE maintenance standards.

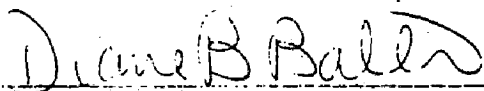
CITY OF SACRAMENTO


For: WALTER J. SLIPE, City Manager

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Director of Parks and Recreation

APPROVED AS TO FORM:



Deputy City Attorney

RESOLUTION NO. 85-142

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

FEB 26 1985

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING RELATING TO
THE OLD SACRAMENTO RIVERFRONT
STATE PROPERTY

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

That the City Manager is hereby authorized to execute a memorandum of understanding with the State Department of Parks and Recreation for the development, operation and maintenance of the Old Sacramento Riverfront State-owned property.

ANNE RUDIN

MAYOR.

ATTEST:

LORRAINE MAGANA

CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 85-142

Deputy

1985
Deputy City Clerk
James Bluman

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AGREEMENT FOR DEVELOPMENT
OF
OLD SACRAMENTO STATE HISTORIC PARK
(WATERFRONT DEVELOPMENT)

This agreement, made and entered into this _____ day of _____, 1988, by and between the State of California, acting through the Department of Parks and Recreation (DPR) and the City of Sacramento (City).

W I T N E S S E T H

WHEREAS, under Section 3790-301-722, Item 12 of Chapter 186, Statute of 1986, funds were appropriated to State for construction of facilities for the development of certain real property within Old Sacramento State Historic Park; and

WHEREAS, State of California may, pursuant to Section 5003 of the Public Resources Code, enter into contracts to provide for the development of the State Park System and may expend funds therefor; and

WHEREAS, it is the mutual benefit of the parties hereto that City construct facilities on DPR lands; and

WHEREAS, the parties hereto desire to avail themselves of all provisions of law applicable to this agreement and desire to jointly exercise

1 their powers as specifically set forth herein and as authorized under Title 1,
2 Division 7, Chapter 5, Article 1, of the Government Code.

3
4 NOW THEREFORE, in consideration of the mutual covenants contained
5 herein, the parties do hereby covenant and agree as follows:
6

7 1. City shall perform or cause to be performed or furnish or cause to
8 be furnished labor, equipment, materials, and supplies required for the
9 development of DPR land within Old Sacramento State Historic Park, in
10 accordance with the approved plans, working drawings, and specifications on
11 file with both City and DPR.
12

13 2. No substantial change or changes shall be made from the approved
14 plans and working drawings without express written approval by DPR.
15

16 3. (a) City agrees to complete work for said day-use facilities
17 through its usual procedures and through such procedures to advertise and
18 solicit bids in writing for such work. "As-built" drawings for the completed
19 project shall be delivered to DPR within one hundred eighty (180) days after
20 completion of construction.
21

22 (b) All work by City under this agreement shall be completed within
23 eighteen months from the date of approval of this agreement.
24

25 (c) City may, but shall not be obligated to, accept any bid for
26 said work, or to carry out work by its own forces, if the bid amount exceeds
27 the approved cost estimate. DPR's obligation under this agreement shall not

1 exceed \$1,293,800 unless this agreement is amended in writing to provide for
2 such excess amount.
3

4 4. Development shall be accomplished by City according to the method or
5 in the manner for performing such work by City as if it were proceeding
6 independently, except as herein otherwise provided.
7

8 5. (a) Subsequent to receipt of acceptable bids, DPR will within
9 forty-five (45) days of receipt of a written request from City for project
10 funds, pay to City an amount equal to the approved bid for construction, plus
11 administrative and consulting fees and material and supply costs but in no
12 case shall DPR be obligated to pay more than \$1,293,800 subject to
13 availability of funds. To receive payment, City shall send request for
14 payment to the Department of Parks and Recreation, Development Division,
15 P.O. Box 942896, Sacramento, California 94296-0001.
16

17 (b) City shall place monies advanced by DPR and any interest earned
18 thereon in a separate interest-bearing account.
19

20 6. In the event the actual cost to complete said work does not exceed
21 the amount or amounts advanced to City under this agreement, the City agrees
22 within ninety (90) days of completion of said work or the termination date of
23 this contract whichever occurs first to refund to DPR the difference between
24 the actual cost and the amount advanced to City under this agreement including
25 all interest earned on the principal advanced by DPR to City.
26
27

1 7. Fixtures and improvements erected on said property by City in
2 accordance with said working drawings approved by DPR shall become upon
3 completion of the work a part of the realty and title to such will vest in DPR.
4

5 8. DPR reserves the right, in addition to any other right it may have,
6 to inspect the work during normal working hours, at its discretion as needed
7 to determine that DPR's funds are being expended in accordance with the intent
8 of this agreement.
9

10 9. All materials, supplies, and equipment purchased with funds paid by
11 DPR under this agreement for completion of said work which are not
12 incorporated into such day-use development or consumed in the work therefor
13 shall be retained and accounted for by City for use in connection with such
14 day-use development or disposal as directed by DPR as its option. Proceeds of
15 such disposal shall be paid to DPR upon demand.
16

17 10. City shall strictly account for the funds disbursed by DPR to City
18 under this agreement. City shall maintain satisfactory financial accounts,
19 documents, and records relating to the cost, disbursement, and receipts with
20 respect to the work and the funds therefor and shall make them available to
21 DPR in City's offices for auditing at reasonable times and shall retain them
22 for three years following the completion of the work, or the final payment
23 therefor whichever is later. The parties hereto agree that until three years
24 after completion of the work, or the final payment therefor, whichever is
25 later, that they shall be subject to examination and audit by the State
26 Auditor General.
27

1 11. City hereby waives all claims and recourse against DPR including a
2 right to contribution for loss or damage to persons or property arising from,
3 growing out of, or in any way connected with or incident to work under this
4 agreement except claims from the concurrent or sole negligence of DPR or their
5 officers, agents, and employees.
6

7 City shall to the extent it may legally do so and subject to
8 availability of funds, hold harmless, and defend DPR and its officers, agents,
9 and employees against any and all claims, demands, damages, costs, expenses,
10 or liabilities arising out of the development or construction of the property
11 described herein except (1) for liability arising out of concurrent or sole
12 negligence of DPR or its officers, agents, and employees which claims,
13 demands, damages, or causes of action arise under Government Code
14 Section 895.2 or otherwise.
15

16 In the event State of California is named as codefendant under the
17 provisions of the Government Code Section 895.2 et seq., City shall notify DPR
18 of such fact and shall defend State of California in such legal action unless
19 State of California undertakes to represent itself as codefendant in such
20 legal action in which event State of California shall bear its own litigation
21 costs, expenses, and attorney's fees. In the event judgment is entered
22 against State of California and City because of the concurrent negligence of
23 said entities, their officers, agents, or employees, an apportionment of
24 liability to pay such judgment shall be made by a court of competent
25 jurisdiction. Neither party shall request a jury apportionment.
26

27 City shall require the contractor or contractors, before beginning
construction herein referred to, to obtain and maintain in force during the

1 period of construction of said recreation facilities, public liability
2 insurance in the sum of \$500,000 for injury to or death of any one person; and
3 \$1,000,000 for injury to or death or more than one person; and property damage
4 liability insurance in the sum of \$250,000. This policy or policies of
5 liability insurance shall contain the following special endorsements:

6
7 "The State of California, their officers, employees, and agents are
8 hereby declared to be additional insured under the terms of this
9 policy, both as to the activities of City and as to the activities
10 of the State, their officers, employees, and agents as related to
11 the activities contemplated in this agreement.

12 "This insurance policy will not be reduced or cancelled without
13 thirty (30) days' prior written notice to the Department of Parks
14 and Recreation.

15 "The State of California is not liable for the payment of any
16 premiums or assessments on this policy."

17 No cancellation provision in any insurance policy shall be construed
18 in derogation of the continuous duty of City to require such insurance to be
19 maintained. Said policy or policies shall be underwritten to the satisfaction
20 of DPR. A signed and complete certificate of insurance, with all endorsements
21 required by this paragraph, shall be submitted to DPR before construction work
22 is commenced.

23 At least 30 days prior to the expiration of any such policy, a
24 signed and complete certificate of insurance with all endorsements required by
25 this paragraph showing that such insurance coverage has been renewed or
26 extended, shall be filed with DPR.

27 12. This agreement may be amended in writing from time to time by mutual
28 consent of both parties subject to the approval of the State Department of
General Services.

1 13. Any notice, demand, or request required or authorized by this
2 agreement to be given or made to or upon DPR shall be deemed properly given if
3 delivered by certified mail, postage prepaid to the State of California,
4 Department of Parks and Recreation, P.O. Box 942896, Sacramento, California
5 94296-0001.

6
7 The notice, demand, or request required or authorized by this
8 agreement to be made to or upon City shall be deemed properly given or made if
9 delivered by certified mail, postage prepaid to the City of Sacramento,
10 5730 24th Street, Building One, Sacramento, California 95822-3699.

11
12 The address to which any notice, demand, or request is to be mailed
13 may be changed at any time by notice given in the same manner as provided in
14 this article for other notices. Nothing herein shall preclude the giving of
15 notice by personal services.

16
17 14. The Nondiscrimination Clause, Standard Form 17A, attached hereto is
18 incorporated herein and for the purposes of this agreement, the word
19 "contractor" therein shall mean City.

20
21 15. Pursuant to Public Resources Code Section 5080.34, this agreement
22 prohibits, and every contract for a concession of lands that are subject to
23 this development agreement shall expressly prohibit discrimination against any
24 person because of the race, color, religion, sex, marital status, national
25 origin, or ancestry of that person.

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IN WITNESS WHEREOF, the parties have executed this instrument upon
the date first hereinabove appearing.

THE CITY OF SACRAMENTO

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

By _____

Date

Date

Y-1474Q

NONDISCRIMINATION CLAUSE

(OCP - 1)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.