

Meeting Date: 9/10/2013

Report Type: Consent

Report ID: 2013-00667



City Council Report

915 I Street, 1st Floor

www.CityofSacramento.org

Title: North Natomas Regional Park Trail Lighting Project (L13000600) – Approval of Agreements and Appropriation and Transfer of Funds

Location: North Natomas Regional Park, on the west side of Natomas Boulevard between North Park Drive and New Market Drive, District 1

Issue: The execution of agreements with the North Natomas Transportation Management Association (NNTMA) and the Natomas Unified School District (NUSD), appropriation of NNTMA, NUSD, and local funds are necessary for final design and construction of the project.

Recommendation: Pass a Resolution 1) authorizing the City Manager to execute an agreement with the North Natomas Transportation Management Association (NNTMA); 2) authorizing the City Manager to execute an agreement with the Natomas Unified School District (NUSD); 3) appropriating \$125,000 in NNTMA funds (Fund 3702) for the North Natomas Regional Park Trail Lighting Project (L13000600); 4) appropriating \$200,000 in NUSD funds (Fund 3702) for the North Natomas Regional Park Trail Lighting Project (L13000600); and 5) appropriating \$50,000 (Fund 2508) from Plan Area 10, Quimby in Lieu Fees to the North Natomas Regional Park Trail Lighting Project (L13000600).

Contact: Cecilyn Foote, Associate Civil Engineer (916) 808-6843; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Funding & Project Development

Dept ID: 15001121

Attachments:

1-Description/Analysis

2-Background

3-Resolution

4-Exhibit A (Location Map)

5-Agreement (NNTMA)

6-Agreement (NUSD)

City Attorney Review

Approved as to Form
Gerald Hicks
8/28/2013 10:04:07 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
8/21/2013 10:18:43 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/27/2013 12:45:14 PM

Description/Analysis

Issue: The existing north-south pathway and east-west pathway running through North Natomas Regional Park are in need of lighting. The City, NNTMA, and NUSD have agreed to combine resources to deliver a project that will construct lighting improvements along these multi-use trails. The execution of the agreements with NNTMA and NUSD by the City and the appropriation of funds are necessary to proceed with the preliminary engineering phase of the project.

Policy Considerations: The action requested supports the City's General Plan goals and policies of improving and expanding public safety, and enhancing livability.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The execution of agreements and appropriation and transfer of funds are not subject to the provisions of CEQA. Under CEQA general rule 15061-B-3, CEQA applies only to projects which have the potential for causing a significant effect on the environment. These actions will have no effect on the environment, thus are not subject to CEQA.

Sustainability Considerations: This project is consistent with the Sustainability Master Plan goal to enhance the pedestrian/bicycle facilities in the public right-of-way and to encourage bicycle and pedestrian trips.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The City, NNTMA, and NUSD have agreed to combine resources to construct lighting improvements along the multi-use trails running through the park. The North Natomas Regional Park Trail Lighting Project (L13000600) will improve safety within the park. The execution of the agreements and appropriation and transfer of funds are necessary to proceed with the preliminary engineering phase of the project.

Financial Considerations: The estimated total project cost for the North Natomas Regional Park Trail Lighting Project (L13000600) is \$375,000. The

appropriation of \$125,000 (Fund 3702) in NNTMA funds and \$200,000 (Fund 3702) in NUSD funds, along with the appropriation of \$50,000 (Fund 2508) in Plan Area 10, Quimby in Lieu Fees into the project budget will cover the estimated cost of the project. The execution of the agreements is necessary in order to appropriate the funds.

There are no General Funds planned or allocated for this project.

Emerging and Small Business Development (E/SBD): None, since no goods or services are being procured with this action.

Attachment 1

Background

North Natomas Regional Park is located between residential areas, Inderkum High School, and retail shopping. The existing north-south multi-use trail provides direct access through the park, connecting residential neighborhoods to the school. The east-west multi-use trail connects residences to the existing dog park and to the north-south trail. Due to these popular destinations, the pathways experience heavy pedestrian and bicycle usage. Additionally, many students utilize this route to and from school when school is in session.

Currently, approximately 35 acres have been developed at North Natomas Regional Park, including a lake, landscaping, a dog park, bridges, walkways, and bikeways adjacent to the detention basin and drainage canals. A master plan for the park proposes a variety of additional improvements that will encourage the use of this open space. The next phase of development is under construction and is nearing completion. These improvements include a ball field complex, group picnic areas with shade structures and grills, playgrounds, parking area, landscaping, walkways, and site furniture (benches, picnic tables, bike racks, etc.).

The trails do not have lighting and are dark once the sun goes down. This is of special concern during winter months when students who participate in after-school activities are forced to either use the darkened trail or walk around the perimeter of the park. To address this issue, NNTMA, NUSD, and the City have agreed to combine funding for the North Natomas Regional Park Trail Lighting Project which will be delivered by the City. The proposed project will install lighting along both trails. This will improve safety for the entire community and enhance livability in the neighborhood.

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVAL OF AGREEMENTS AND APPROPRIATION OF FUNDS TO THE NORTH NATOMAS REGIONAL PARK TRAIL LIGHTING PROJECT (L13000600)

BACKGROUND

- A. The North Natomas Regional Park Trail Lighting Project (L13000600) will enhance safety along the north-south and east-west multiple use trails within the park by installing lighting improvements.
- B. The North Natomas Transportation Management Association (NNTMA), Natomas Unified School District (NUSD), and the City have agreed to combine funding for the North Natomas Regional Park Trail Lighting Project (L13000600), which will be delivered by the City.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or designee is authorized to execute an agreement with the North Natomas Transportation Management Association (NNTMA) to receive \$125,000 in NNTMA funds (Fund 3702) for the North Natomas Regional Park Trail Lighting Project (L13000600).
- Section 2. The City Manager or designee is authorized to execute an agreement with the Natomas Unified School District (NUSD) to receive \$200,000 in NUSD funds (Fund 3702) for the North Natomas Regional Park Trail Lighting Project (L13000600).
- Section 3. The FY 2013/14 Capital Improvement Program is amended by appropriating \$125,000 (Fund 3702) in North Natomas Transportation Management Association funds to the North Natomas Regional Park Trail Lighting Project (L13000600).
- Section 4. The FY 2013/14 Capital Improvement Program is amended by appropriating \$200,000 (Fund 3702) in Natomas Unified School District funds to the North Natomas Regional Park Trail Lighting Project (L13000600).
- Section 5. The FY 2013/14 Capital Improvement Program is amended by

appropriating \$50,000 (Fund 2508) from Plan Area 10, Quimby in Lieu Fees to the North Natomas Regional Park Trail Lighting Project (L13000600).

Section 6. Exhibit A is hereby incorporated into and is a part of this Resolution.

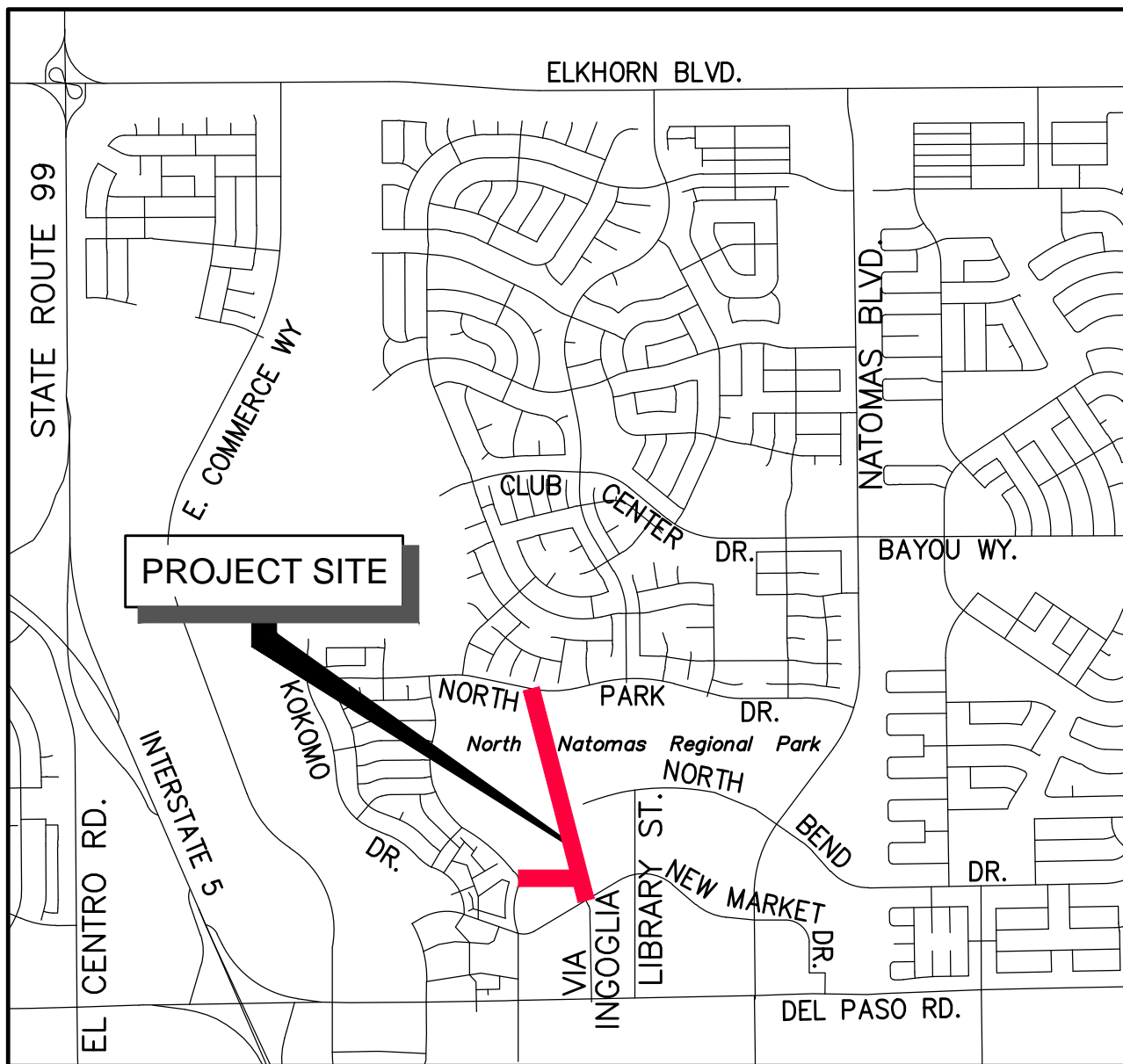
Table of Contents:

Exhibit A: Location Map

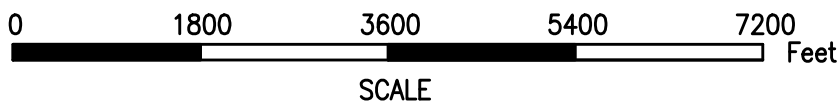
Location map for:

North Natomas Regional Park Trail Lighting Project

(PN: L13000600)



Date: August 2013



AGREEMENT TO
CONSTRUCT PATHWAY LIGHTING IMPROVEMENTS
BETWEEN THE CITY OF SACRAMENTO AND THE
NORTH NATOMAS TRANSPORTATION MANAGEMENT ASSOCIATION

THIS AGREEMENT is made and entered into this 23 day of July, 2013, by and between the City of Sacramento, a California Charter City (“CITY”) and the North Natomas Transportation Management Association (“NNTMA”)

RECITALS

CITY initiated the North Natomas Regional Park Pathway Lighting Project (“PROJECT”) for the purpose of constructing pathway lighting improvements at North Natomas Regional Park. CITY and NNTMA desire to enter into an agreement to set forth the funding of the PROJECT and terms and conditions for its construction.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CITY and the NNTMA hereby agree as follows:

AGREEMENT

Section 1. CITY, NNTMA and the Natomas Unified School District (“DISTRICT”) shall jointly fund the PROJECT in the amounts and on the terms and conditions set forth below.

Section 2. CITY shall manage the design and construction of the PROJECT as agreed by the CITY and DISTRICT within the project area of North Natomas Regional Park. CITY shall Construct pathway lighting improvements along the North-South pathway and the East-West pathway. Improvements will be designed in accordance with the Lighting Design Narrative prepared by the CITY

2013-0842

Title: North Natomas Regional Park Trail Lighting Project 1
Other Party: North Natomas Transportation Management A

for North Natomas Regional Park. CITY shall complete all elements of project delivery in accordance with CITY processes and procedures. These elements include, but are not limited to, project management, preliminary and final design, environmental documentation, contract bidding and award, construction inspection, and project closeout.

Section 3. CITY shall competitively bid the construction of said improvements; require the payment of prevailing wages, and use plans and specifications, which conform to the CITY Standard Construction Specifications. Accordingly, the CITY shall enter into a contract requiring construction of the PROJECT pursuant to which the successful bidder (the "CONTRACTOR") agrees to construct the PROJECT shown on said plans and specifications and the CITY agrees to pay the CONTRACTOR for constructing said PROJECT.

Section 4. NNTMA shall provide funding in an amount not to exceed \$125,000 in accordance with the terms and conditions of this Agreement. The disbursement shall be made in one (1) lump sum payment of \$125,000 to the CITY within sixty (60) days of execution of this Agreement. The CITY will manage the PROJECT budget not to exceed \$375,000 (\$50,000 CITY, \$125,000 NNTMA, and \$200,000 DISTRICT). CITY shall provide copies of all invoices for the design, construction, and related costs of the PROJECT and evidence that amounts shown on said invoices have been paid. CITY shall provide a guarantee and assurance to the NNTMA that there are no liens on the PROJECT, together with releases from all contractors and/or materials suppliers for the PROJECT. CITY shall refund to the NNTMA any unused funds from the disbursement upon completion of construction of the aforementioned PROJECT improvements within ninety (90) days after project completion. The amount to be refunded, if any, shall be in proportion to the amount contributed by the NNTMA in relation to the full amount of \$375,000 funded by the CITY, and NNTMA, and DISTRICT.

Section 5. CITY hereby warrants the PROJECT as to materials and workmanship. The NNTMA shall not be held responsible for any material or workmanship failure.

Section 6. CITY, by execution of this Agreement, specifically agrees to assume the defense of, indemnify and hold harmless, the NNTMA, its officers, employees, and agents from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from the construction, installation, operation, or existence of said PROJECT prior to the acceptance of the PROJECT by the CITY.

Section 7. NNTMA enters into no contract or agreement with the contractor by entering into this Agreement nor is the contractor a third party beneficiary of this Agreement and the NNTMA shall have no duty or obligation to pay the contractor for any work that the contractor has done pursuant to the plans and specifications and the contract referred to in this Agreement.

Section 8. The obligations arising from this Agreement are not a debt of the NNTMA, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of their property or upon any of their income, receipts, or revenues. The CITY shall not compel the forfeiture of any of the NNTMA's property to satisfy any obligations arising from this Agreement.

Section 9. Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance of self-insurance coverages.

Section 10. All notices or other communications to be given to either party pursuant to this Agreement shall be in writing to the parties at the addresses set forth below:

CITY: Department of Public Works
915 I St, Room 2000
Sacramento, CA 95814
ATTN: Nicholas Theocharides, Engineering Manager

DISTRICT: North Natomas Transportation Management Association
1960 Del Paso Road, Suite 146
Sacramento, CA 95834
ATTN: Becky Heieck, Executive Director

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice.

Section 11. The term of this Agreement shall start on the day and year first above written and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 12. This Agreement may only be amended by a written document signed and executed by each of the parties hereto.

Section 13. This Agreement shall be constructed and interpreted under and governed and enforced according to the laws of the State of California.

Section 14. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior arrangements, understandings or agreements between the parties, and no other agreement, statement or promise made by either party hereto which is not contained herein shall be binding or valid.

Section 15. All exhibits attached hereto and referred to in this Agreement are hereby incorporated by this reference as though they were fully set forth herein.

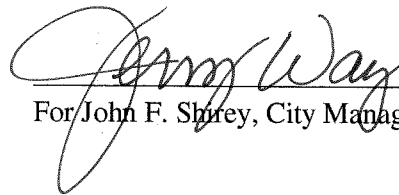
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NORTH NATOMAS TRANSPORTATION
MANAGEMENT ASSOCIATION



Becky Heieck, Executive Director

CITY OF SACRAMENTO
a California Charter City

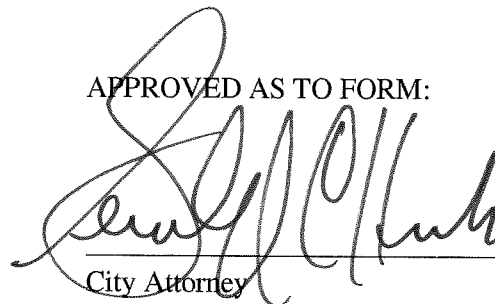


For John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

**AGREEMENT TO CONSTRUCT PATHWAY LIGHTING
IMPROVEMENTS BETWEEN THE CITY OF SACRAMENTO
AND NATOMAS UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into this 15th day of July 2013, by and between the City of Sacramento, a California Charter City ("CITY") and the Natomas Unified School District ("DISTRICT")

WITNESSETH:

CITY initiated the North Natomas Regional Park Pathway Lighting Project ("PROJECT") for the purpose of constructing pathway lighting improvements at North Natomas Regional Park. CITY and DISTRICT desire to enter into an agreement to set forth the funding of the PROJECT and terms and conditions for its construction.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CITY and the DISTRICT hereby agree as follows:

AGREEMENT

Section 1. CITY, DISTRICT and the North Natomas Transportation management Association ("NTMA") shall jointly fund the PROJECT in the amount and on the terms and conditions set forth below.

Section 2. CITY shall manage the design and construction of the PROJECT within the project area of North Natomas Regional Park. CITY shall: Construct pathway lighting improvements along the North-South pathway and the East-West pathway. Improvements will be designed in accordance with the Lighting Design Narrative prepared by the City for North Natomas Regional Park. CITY shall complete all elements of PROJECT delivery in accordance with CITY processes and procedures. These elements

2013-0841

Title: North Natomas Regional Park Trail
Lighting Project
Other Party: Natomas Unified School
District

include, but are not limited to, project management, preliminary and final design, environmental documentation, contract bidding and award, construction inspection, and project closeout.

Section 3. CITY shall competitively bid the construction of said improvements; require the payment of prevailing wages, and use plans and specifications, which conform to the CITY Standard Construction Specifications. Accordingly, the CITY shall enter into a contract requiring construction of the PROJECT pursuant to which the successful bidder (the "CONTRACTOR") agrees to construct the PROJECT shown on said plans and specifications and the CITY agrees to pay the CONTRACTOR for constructing said PROJECT.

Section 4. DISTRICT shall provide funding in an amount not to exceed \$200,000 from school infrastructure bond funds in accordance with the terms and conditions of this Agreement. The disbursement shall be made in one (1) lump sum payment of \$200,000 to the CITY within sixty (60) days of execution of this Agreement. The CITY will manage the PROJECT budget which is not to exceed \$375,000 (\$50,000 CITY, \$200,000 DISTRICT, and \$125,000 NNTMA). CITY shall provide copies of all invoices for the design, construction, and related costs of the PROJECT and evidence that amounts shown on said invoices have been paid. CITY shall provide a guarantee and assurance to the DISTRICT that there are no liens on the PROJECT, together with releases from all contractors and/or materials suppliers for the PROJECT. CITY shall refund the DISTRICT any unused funds from the disbursement upon completion of construction of the aforementioned PROJECT improvements within ninety (90) days after project completion. The amount to be refunded, if any, shall be in proportion to the amount contributed by the DISTRICT in relation to the full amount of \$375,000 funded by the DISTRICT, CITY, and NNTMA. The CITY will be responsible for all cost overruns and/or acceptance of reductions in PROJECT scope to conform to not to exceed amounts.

Section 5. CITY hereby warrants the PROJECT as to materials and workmanship and should any failure of the PROJECT occur within a period of one year after final acceptance thereof by the CITY, the DISTRICT shall not be held responsible for any material or workmanship failure.

Section 6. CITY, by execution of this Agreement, specifically agrees to assume the defense of, indemnify and hold harmless, the DISTRICT, its officers, employees, and agents from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from the construction, installation, operation, or existence of said PROJECT prior to the acceptance of the PROJECT by the CITY.

Section 7. DISTRICT enters into no contract or agreement with the contractor by entering into this Agreement nor is the contractor a third party beneficiary of this Agreement and the DISTRICT shall have no duty or obligation to pay the contractor for any work that the contractor has done pursuant to the plans and specifications and the contract referred to in this Agreement.

Section 8. The obligations arising from this Agreement are not a debt of the DISTRICT, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of their property or upon any of their income, receipts, or revenues. The CITY shall not compel the forfeiture of any of the DISTRICT's property to satisfy any obligations arising from this Agreement.

Section 9. Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance of self-insurance coverages.

Section 10. All notices or other communications to be given to either party pursuant to this Agreement shall be in writing to the parties at the addresses set forth below:

CITY: Department of Public Works
915 I St, Room 2000
Sacramento, CA 95814
ATTN: Nicholas Theocharides, Engineering Manager

DISTRICT: Natomas Unified School District
1901 Arena Blvd
Sacramento, CA 95835
ATTN: Douglas Crancer, Assistant Superintendent of Business

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice.

Section 11. The term of this Agreement shall start on the day and year first above written and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 12. This Agreement may only be amended by a written document signed and executed by each of the parties hereto.

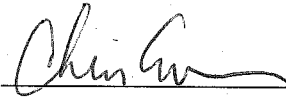
Section 13. This Agreement shall be constructed and interpreted under and governed and enforced according to the laws of the State of California.

Section 14. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior arrangements, understandings or agreements between the parties, and no other agreement, statement or promise made by either party hereto which is not contained herein shall be binding or valid.

Section 15. All exhibits attached hereto and referred to in this Agreement are hereby incorporated by this reference as though they were fully set forth herein.

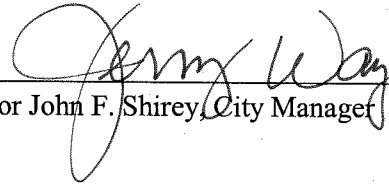
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NATOMAS UNIFIED SCHOOL DISTRICT



Chris Evans, Superintendent

CITY OF SACRAMENTO
a California Charter City

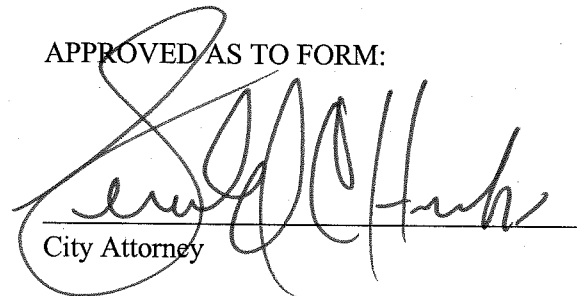


For John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney