



APPROVED  
BY THE CITY COUNCIL

MAY 7 1998

OFFICE OF THE  
CITY CLERK

1.4

AG 98-044

DEPARTMENT OF  
PUBLIC WORKS

CITY OF SACRAMENTO  
CALIFORNIA

927 10TH STREET  
SACRAMENTO, CA  
95814-2702

TECHNICAL SERVICES  
DIVISION

April 20, 1998

PH 916-264-8300  
FAX 916-264-8281

City Council  
Sacramento, California

Honorable Members in Session:

**SUBJECT:** FORD ROAD REALIGNMENT EAST OF NORWOOD AVENUE (JN: 4911/  
PN:TT11) – CAPITAL IMPROVEMENT PROJECT ESTABLISHMENT AND  
FUND APPROPRIATION IN THE AMOUNT OF \$513,700

**LOCATION AND COUNCIL DISTRICT:**

Ford Road between Norwood Avenue and approximately 500 feet east of Norwood Avenue; Council District 2.

**RECOMMENDATION:**

This report recommends that the City Council adopt the resolution which:

- Establishes the Ford Road Realignment Project; and
- Appropriates Sacramento Housing and Redevelopment Agency (SHRA) funds in the amount of \$513,700 for electrical design, design review, project bidding, construction, and construction engineering.

**CONTACT PERSON:** Karen Grehm, Associate Civil Engineer, 264-7914  
Tim Mar, Funding & Priorities Specialist, 264-5521

**FOR COUNCIL-MEETING OF:** May 7, 1998

**SUMMARY:**

SHRA has prepared an Individual Project Agreement (IPA) for the City to perform engineering, project bidding, construction and construction engineering to realign Ford Road between Norwood Avenue and approximately 500 feet east of Norwood Avenue. (Please see attached Map, Exhibit A.)

**COMMITTEE/COMMISSION ACTION:**

None.

City Council  
Ford Road Realignment (JN:4911/PN:TT11)  
April 20, 1998

**BACKGROUND INFORMATION:**

- SHRA has funding in the amount of \$513,700 to realign Ford Road between Norwood Avenue and approximately 500 feet east of Norwood Avenue as part of the Del Paso Nuevo Infrastructure Plan.
- This project will connect the east and west legs of Ford Road at Norwood Avenue, thereby eliminating the existing offset intersection.
- An IPA between the City and SHRA has been prepared describing the responsibilities of both agencies regarding project delivery, funding and contract administration.

**FINANCIAL CONSIDERATIONS:**

Project funding for design and construction in the amount of \$513,700 will be provided by SHRA from grant funds that SHRA received from the Housing and Urban Development (HUD) Department.

**POLICY CONSIDERATIONS:**

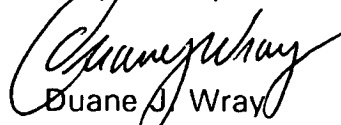
This project is the first element of the Del Paso Nuevo Infrastructure Plan, which will provide community revitalization and enhancement in accordance with existing City priorities.

**ENVIRONMENTAL CONSIDERATIONS:**

Environmental considerations are not applicable for this report action, but will be addressed during project design.

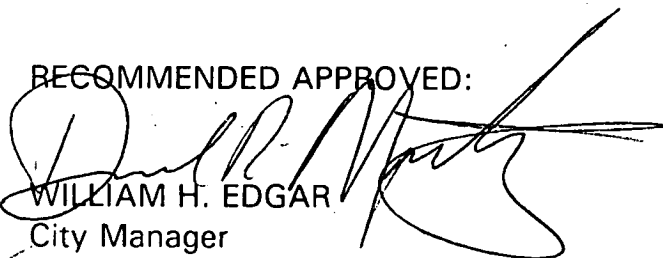
**MBE/WBE:** Not applicable as no goods or services are being purchased.

Respectfully submitted,



Duane J. Wray  
Technical Services Manager

**RECOMMENDED APPROVED:**



WILLIAM H. EDGAR  
City Manager

KMG:rmh  
P:/JN/4911/050798

Approved:



Michael Kashiwagi  
Director of Public Works



RESOLUTION NO. 98-157

APPROVED  
BY THE CITY COUNCIL

MAY 7 1998

ADOPTED BY THE SACRAMENTO CITY COUNCIL

OFFICE OF THE  
CITY CLERK

ON DATE OF \_\_\_\_\_

**RESOLUTION APPROVING THE FORD ROAD REALIGNMENT PROJECT AND  
INDIVIDUAL PROJECT AGREEMENT (IPA), AND FUND APPROPRIATION IN THE  
AMOUNT OF \$513,700 (JN:4911; PN:TT11)**

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

1. The City Manager is authorized to enter into an IPA with the Sacramento Housing and Redevelopment Agency (SHRA) for the Ford Road Realignment Project, and
2. The 1997/98 Capital Improvement Program is hereby amended by establishing the Ford Road Realignment Project (JN:4911; PN:TT11), and
3. The 1997/98 revenue budget be increased by \$513,700 to SHRA's contribution toward the Ford Road Realignment Project, and
4. SHRA funds in the amount of \$513,700 be appropriated to the Ford Road Realignment Project as follows:

206-500-TT11-4880	\$ 27,000
206-500-TT11-4881	\$ 8,900
206-500-TT11-4831	\$ 37,800
206-500-TT11-4820	\$440,000

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

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INDIVIDUAL PROJECT AGREEMENT  
DEL PASO NUEVO  
FORD ROAD REALIGNMENT

This agreement is entered into on \_\_\_\_\_, 1998, by and between the CITY OF SACRAMENTO ("City"), acting by and through the Department of Public Works and the SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY ("Agency").

RECITALS

- A. WHEREAS, the City is authorized by City Council resolution 95-331, adopted June 13, 1995, and the Agency is authorized by Sacramento Housing and Redevelopment Commission resolution 95-020 adopted June 7, 1995 to enter into agreements for services by and between the City and Agency and have on June 13, 1995, entered into City Agreement No. 95-118, relating to execution of agreements for services; and
- B. WHEREAS, the Agency has applied for a Homeownership Zone Economic Development Initiative (EDI) Grant and Section 108 Loan on behalf of the City on order to implement the Del Paso Nuevo improvements; and
- C. WHEREAS, the Agency was authorized to receive an EDI grant in the amount of \$5,000,000 and a Section 108 Loan in the amount of \$5,445,000 for land acquisition and infrastructure development in Del Paso Nuevo; and
- D. WHEREAS, the Agency has identified and determined that the Ford Road realignment improvements are necessary for Del Paso Nuevo Project and that such improvements be performed as expeditiously as possible to protect the Agency's and City's investment and to insure the continued public safety and public use.

AGREEMENT

NOW, THEREFORE, the parties hereto agree and covenant as follows:

- 1. City will undertake the coordination and construction of improvements set forth on Exhibit "A" ("Improvements") attached hereto and made a part hereof, and cause the same to be completed, together with all necessary administrative costs, contractor costs, equipment costs, and contingent costs, for a total sum not to exceed FIVE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$513,700). The City shall not execute any third party contracts for construction or other related work prior to Agency's receipt of the federal funding described in Recital C above.

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2. The Improvements shall be-constructed according to the Scope of Work set forth in Exhibit "B", attached hereto and made a part hereof. City shall cause the Improvements to be completed on or before the times specified in Exhibit "B" for each phase of the work, but not later than December 31, 1998.

3. The Improvements will be constructed on property as generally described in Exhibit "C" ("Property"), attached hereto and made a part hereof. Prior to construction of Improvements, Agency shall transfer title to the property to the City of Sacramento at no cost to the City, and City's obligations to provide services and perform work under this agreement are expressly conditioned upon Agency obtaining authorization for and completing such transfer of title. All work shall be constructed to existing City standards and shall be accomplished in such manner and with the use of such forces as City shall deem necessary and appropriate, provided, however, that in no event shall Agency's cost to City hereunder exceed the total amount set forth in Paragraph 1.

4. Once completed by the City, Project landscaping will be maintained and funded by the Agency until the adjacent Agency-owned residential property is developed, and an appropriate assessment district or other appropriate financing mechanism for the maintenance of landscaping within the City right-of-way is lawfully and finally enacted by the City Council.

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

Electrical Design	\$3,700
Construction cost:	\$400,000
City/Agency Review/revisions/ Bidding	\$ 30,000
Construction Inspection/ Staking & Material Testing	\$ 40,000
Contingency (10%)	<u>\$ 40,000</u>
<b>TOTAL</b>	<b>\$513,700</b>

6. City will submit partial payment requests on a monthly basis for payment hereunder for the actual reasonable costs incurred by City pursuant to this Agreement. Agency shall pay such amounts within thirty (30) days. The partial payment requests will be billed according to the Tasks described in Exhibit "B" and in amounts not exceeding each line item described in Paragraph 5. Modification of the allocation of funds set forth in Paragraph 5 above shall be by mutual written agreement of Agency and City.

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7. Agency approval shall be required for all change orders above \$10,000, except those which in the judgment of the City Project Engineer, are reasonably necessary to prevent interruption of the work and which would not result in a substantial increase in cost to Agency, or are 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 which are 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

8. City shall notify Agency immediately upon its determination that it is not reasonably probable that the Improvements can be accomplished and brought to completion for the total sum set forth in Paragraph 1. Upon such notification by the City, 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.

9. Pursuant to Government Code Section 895.4, the City and the Agency agree to indemnify and hold harmless each other from any liability, claims or costs, including attorney's fees and court costs, resulting from any acts by their respective officers, employees, contractors in carrying out their obligations under this Agreement.

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Ford Road Realignment  
IPA  
Page 4

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

APPROVED AS TO FORM

\_\_\_\_\_  
Agency Counsel

REDEVELOPMENT AGENCY OF  
THE CITY OF SACRAMENTO

By \_\_\_\_\_  
Anne M. Moore  
Acting Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF SACRAMENTO

By \_\_\_\_\_  
William H. Edgar  
City Manager

Attest:

\_\_\_\_\_  
City Clerk



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EXHIBIT "A"

PROJECT DESCRIPTION

Location of Project:

A portion of Agency-owned property immediately east of Norwood Avenue and south of Ford Road.

Description of Improvements:

New street that includes sidewalks, curb, gutter, planter strip, street lighting, street signs, stop sign, pavement markings, entry pavement enhancements.

Entry landscaping and irrigation, project sign monuments.

New 12" water main, fire hydrant, and tie-ins to existing water lines.

New 15" and 24" storm drains, street drain inlets and 48" maintenance hole.

New 8" sewer line, 48" sewer maintenance hole and 4" service.

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EXHIBIT "B"

SCOPE OF WORK

Agency has provided to City preliminary design drawings that show the specific improvements. Upon execution of this Agreement, City shall:

1. Immediately begin electrical engineering design of the street lighting system, including necessary electrical construction documents suitable for project cost estimating and competitive bidding and prepare and provide to Agency an estimate of probable street lighting costs for Agency approval of project design and cost.
2. Upon approval of construction documents by City and project cost by Agency, and Agency authorization to proceed, City shall at its own discretion, undertake installation and completion of the improvements either in part or in their entirety utilizing City forces, or in accordance with City's standard requirements and procedures for award of construction contract(s) and monitor construction and provide all project management administrative services. City and/or Agency may elect to provide contractor or have contractor provide necessary items and goods and services for the completion of the work.
3. Complete the project, in phases according to the following tasks and timeline:
  - Task I: Electrical Design Phase: Shall be completed with 15 days of the execution of this agreement
  - Task II: Construction Document Phase: Shall be completed within one month of Agency staff authorization to proceed.
  - Task III: Bidding and Award Phase: Shall, if bid, be completed in a timely manner per City's standard policy and procedures.
  - Task IV: Construction, Construction Monitoring and Project Management Administration: All improvements shall be completed not later than December 31, 1998.

All work shall meet or exceed City codes and standards, and shall be performed in a first-class and timely manner.

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EXHIBIT "C"

PROPERTY DESCRIPTION