

APPROVED  
BY THE CITY COUNCIL

SEP 23 1997

OFFICE OF THE  
CITY CLERK



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OFFICE OF THE  
CITY MANAGER

CITY OF SACRAMENTO  
CALIFORNIA

CITY HALL  
ROOM 101  
915 I STREET  
SACRAMENTO, CA  
95814-2684

September 23, 1997

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City Council and  
Redevelopment Agency of the  
City of Sacramento  
Sacramento, California

Honorable Members in Session:

**SUBJECT:** CONSOLIDATION OF AGENCY DOWNTOWN CAPITAL IMPROVEMENT  
FUNDS TO SACRAMENTO RIVER DOCKS AREA CAPITAL  
IMPROVEMENT PROJECTS

LOCATION AND COUNCIL DISTRICT:

Downtown, Front Street, Capital Avenue south to "O" Street, District 1.

RECOMMENDATION

This report recommends that the Redevelopment Agency:

- Authorize the Acting Executive Director of the Sacramento Housing and Redevelopment Agency (SHRA) to amend the 1997 Agency budget as necessary to reallocate \$1.585 million from various Agency Downtown Development capital improvement funds to consolidate funding for Sacramento River Docks Area improvement projects; and
- Authorize the Acting Executive Director and the Deputy City Manager, Downtown Department, to execute an Individual Project Agreement (IPA) in the amount of \$1,708,431, in order for the City to establish and fund City Capital Improvement Project KC-12, Sacramento River Docks Area Improvements.

CONTACT PERSON: Thomas V. Lee, Deputy City Manager, Downtown Department,  
264-5704

FOR COUNCIL MEETING OF: September 23, 1997

### SUMMARY

The reallocation and consolidation of \$1.585 million from various SHRA Downtown Capital Improvement projects to fund Sacramento Riverfront Docks Area improvements will facilitate construction of the riverfront promenade and other future phases of the riverfront project. This project is the second phase of improvements in the Sacramento Riverfront Docks Area. The project includes construction of a promenade from Capital Avenue to "O" Street, and supports other public access and the Visitor Boat Dock (Project A), under construction with completion in May 1998.

### BACKGROUND

- On June 24, 1997, the City Council approved the City Budget for 1997-1998, and the formation of the City Downtown Department, which has assumed responsibility from the Redevelopment Agency for capital improvement projects in the Downtown area.
- The Redevelopment Agency approved the Sacramento Riverfront Master Plan on April 6, 1995, and a phased project program on August 7, 1996.
- Implementation of the Redevelopment Agency-planned and designed riverfront improvements is of high priority as a Downtown capital improvement project.
- In August of 1996, the City Council and Redevelopment Agency approved the phased implementation of the Docks/Waterfront improvements.
- This Promenade project (Phase II) is comprised of Project C, C-2, and the Plaza of Lights (see map, Attachment I). Completion is scheduled for May, 1998, to coincide with the completion of the Visitor Boat Dock.
- The project was advertised and bids were received on July 23, 1997. City award of a contract for construction of the riverfront promenade improvements is pending execution of an IPA between the Redevelopment Agency and City for Agency funding and City project management.
- Construction management will be performed by the City Public Works/Architecture and Engineering, under an Individual Project Agreement (Attachment II).
- This report requests consolidation of funding from various SHRA capital budgets to allow the City to fund and award the Phase II projects.

FINANCIAL CONSIDERATIONS

When approved in August 1996, the phased project program for the Riverfront Docks Improvements was estimated at \$4.11 million. Subsequent unforeseen cost increases to the Visitor Boat Dock and the utility infrastructure (Phase I), as well as from estimates from recent bids, have increased the project estimate to \$4.81 million. The increase in the anticipated cost can be attributed to the following:

- Increased floodwall protection in the project area. Costs were not covered by the Sacramento Area Flood Control Agency (SAFCA), the State Reclamation Board, or the Corps of Engineers;
- Substitution of larger steel piling for the Visitor Boat Dock, necessitated by supply shortages of the originally ordered stock. Waiting for delivery of the original pile stock would have delayed the project by a year due to the limited river construction season;
- Construction of utility infrastructure encountered unknown and unforeseen conditions, including remnants of construction activities from over the past 100 years, not documented nor depicted in available information nor from subgrade investigation;
- Widening of the promenade area to accommodate the State's realignment of its railroad right-of-way easement through the project area;
- Inclusion of an enlarged plaza and river overlook at the foot of "O" Street, referred to as the "Plaza of Lights." The plaza is the principal element in connecting the Crocker Museum and the riverfront;
- An extended period of seasonal high water at flood stage, delaying and impacting all phases of the project.

In order to complete the Docks Area improvements, it is necessary to reallocate \$1.585 million of unencumbered Agency Downtown capital improvement funds to consolidate funding for the riverfront improvements. The allocation to the riverfront improvements will be made up from various project fund amounts, including:

CPRR Depot Project-  
Downtown Redevelopment Area CIP ..... \$500,000

Developer Assistance Project - Downtown Redevelopment Area CIP .....	\$377,469
Developer Assistance Project/1993 TARB Downtown Tax Exempt CIP .....	\$612,531
1920 Front Street Toxic Remediation Project - 1993 TARB Downtown Tax Exempt CIP .....	<u>\$ 95,000</u>
<b>TOTAL</b>	<b>\$1,585,000</b>

Staff recommends the reallocation of \$1.585 million of Agency Downtown Capital Improvement funds to fund the completion of Riverfront improvements, and execution of an IPA in the amount of \$1,708,431 (Attachment II), in order for the City to establish and fund City Capital Improvement Project KC-12, Sacramento River Docks Area Improvements.

ENVIRONMENTAL CONSIDERATIONS

On April 6, 1995, the Redevelopment Agency filed a Notice of Negative Declaration with the County Clerk. The Negative Declaration, State Class 1 complies with Section 21108 or 21152 of the Public Resources Code. Mitigation measures were not made a condition of the approval of the project. The proposed administrative actions do not constitute projects under CEQA, per Guidelines, Section 15378(b)(3). NEPA does not apply.

POLICY CONSIDERATIONS

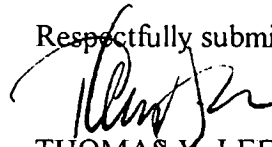
The actions requested herein are in furtherance of the Merged Downtown Sacramento Redevelopment Plan.

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WBE/MBE EFFORTS

Projects receiving Merged Downtown Sacramento Redevelopment Area tax increment funds are required to meet Agency M/WBE requirements.

Respectfully submitted by,



THOMAS V. LEE  
Deputy City Manager

TRANSMITTAL APPROVED BY:



WILLIAM H. EDGAR  
City Manager

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**RESOLUTION NO. 97-031**

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO.

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

**REALLOCATION OF AGENCY DOWNTOWN CAPITAL  
IMPROVEMENT FUNDS TO SACRAMENTO  
RIVER DOCKS AREA CAPITAL IMPROVEMENT PROJECTS**

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1. The Acting Executive Director of the Redevelopment Agency is authorized to amend the Agency 1997 Budget as necessary to reallocate \$1.585 million to the Docks Promenade as follows: \$500,000 from the CPRR Depot (Old Sacramento Public Market) Project; \$377,469 from the Developers Assistance Project, in merged Downtown CIP; \$612,531 from the Developers Assistance Project, in the 1993 Tax Allocation Revenue Bond Tax Exempt CIP; and \$95,000 from the 1920 Front Street Toxic Remediation Project, in the 1993 Tax Allocation Revenue Bond Tax Exempt CIP.

Section 2. The Acting Executive Director of the Redevelopment Agency is authorized to execute an Individual Project Agreement with the City of Sacramento in the amount of \$1,708,431 in order for the City to establish and fund City Capital Improvement Project JN:4175/KC-12, Sacramento River Docks Area Improvements.

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY

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**FOR CITY CLERK USE ONLY**

(6)

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

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

APPROVED  
BY THE CITY COUNCIL

SEP 23 1997

OFFICE OF THE  
CITY CLERK

**RESOLUTION NO. 97-533**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

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

EXECUTION OF AN INDIVIDUAL PROJECT AGREEMENT  
TO ESTABLISH AND FUND SACRAMENTO  
RIVER DOCKS AREA CAPITAL IMPROVEMENT PROJECTS

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

Section 1. The City Manager or his designee is authorized to execute an Individual Project Agreement with the Redevelopment Agency of the City of Sacramento in the amount of \$1,708,431, in order to establish and fund City Capital Improvement Project: KC12, Sacramento River Docks Area Improvements.

\_\_\_\_\_  
MAYOR

ATTEST:

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

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**FOR CITY CLERK USE ONLY**

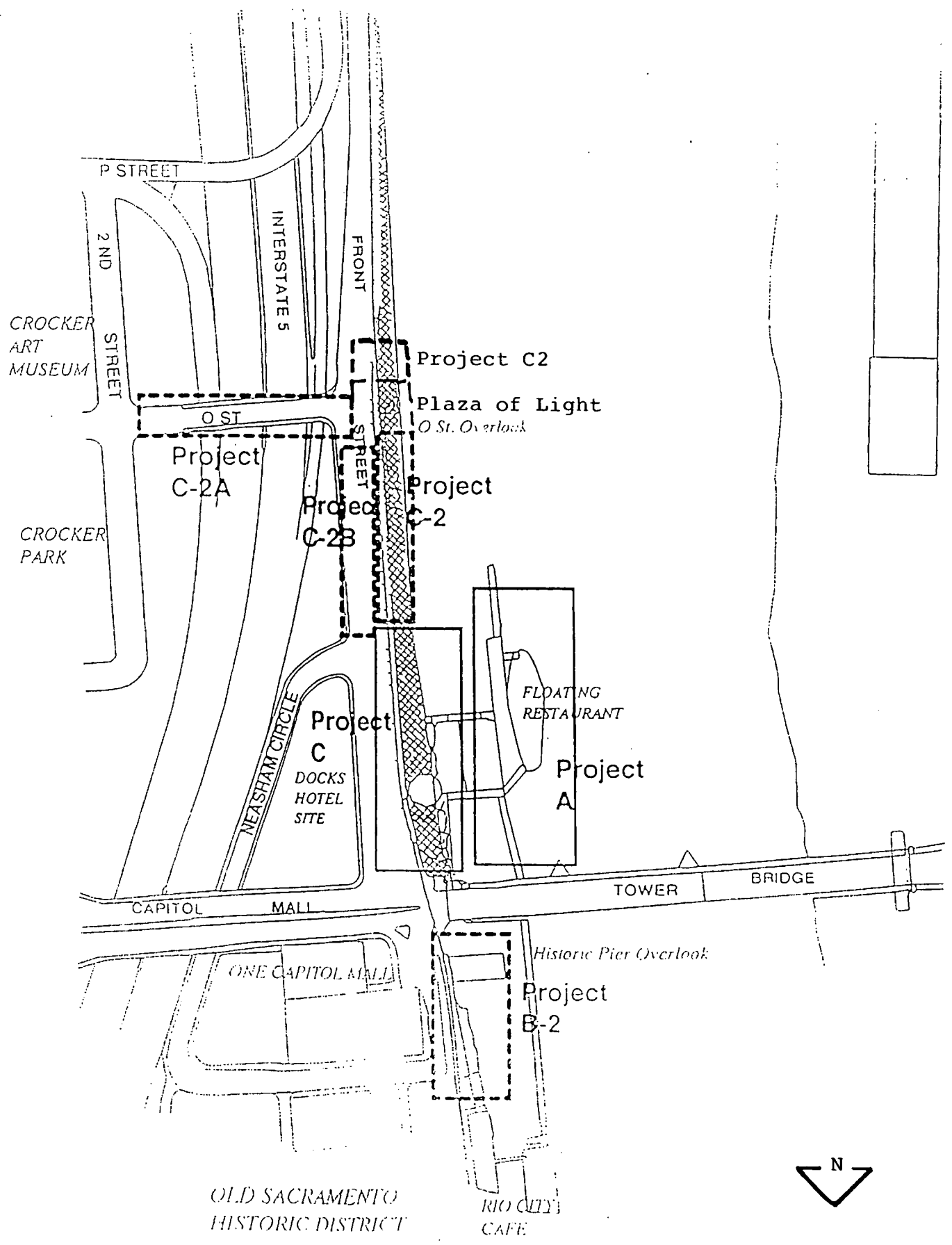
(7)

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

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

# DOCKS/OLD SACRAMENTO WATERFRONT IMPROVEMENTS

Attachment I





INDIVIDUAL PROJECT AGREEMENT  
DOCKS IMPROVEMENTS - PROMENADE PROJECTS  
"C", "C-2", PLAZA OF LIGHTS

This agreement is entered into on \_\_\_\_\_, 1997, by and between the CITY OF SACRAMENTO ("City"), acting by and through the Department of Public Works and the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ("Agency").

RECITALS

WHEREAS, the City and Agency are authorized by resolutions 83-058 and 83-541, adopted July 12, 1983 to enter into agreements for physical improvements by and between the City and Agency and have on April 1, 1984, entered into City Agreement No. 83003A, relating to execution of agreements for physical improvements; and

WHEREAS, the Agency desires to utilize the staff and expertise of the City in accomplishing certain physical improvements in the Merged Downtown Sacramento Redevelopment Project Area ("Project Area"); and

WHEREAS, the Agency has identified and determined that pedestrian improvements and lighting are necessary and that such improvements be performed as expeditiously as possible to protect the Agency's and the City's investment and to insure the continued public safety and public use; and

WHEREAS, the Agency has determined that it has sufficient funding to accomplish the improvements set forth herein.

AGREEMENT

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

1. The Agency prepared the design of the Improvements described on Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof.
2. The City ascertained an independent cost estimate of the project which was approved by the Agency.

Docks Improvements Project  
"Projects C, C-2, and Plaza of Lights"  
INDIVIDUAL PROJECT AGREEMENT  
page 2

3. The City has undertaken the competitive bidding of the Improvements, award the Contract for Construction, and cause to be performed the construction of the Improvements and perform Construction Management Services for the Improvements set forth on Exhibit "B", attached hereto and made a part hereof, and cause the same to be completed, together with all necessary administrative costs, and contingent costs, for a total sum not to exceed ONE MILLION, SEVEN HUNDRED EIGHT THOUSAND FOUR-HUNDRED THIRTY-ONE DOLLARS (\$1,708,431).

4. The City shall perform the Tasks set forth in Exhibit "C" attached hereto and made a part hereof. City shall cause the same to be completed on or before a mutually agreed upon date between the City and the Agency, but no later than December 31, 1998.

5. The Improvements are located on Agency and City owned land. Maintenance and repair of the capital improvements are performed by the City. Day to day maintenance is performed on behalf of the City by Community and Visitor Services acting by and through Old Sacramento Management. The Improvements shall be constructed in compliance with applicable permits and to existing City standards. The Tasks 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 City's cost to Agency hereunder exceed the total amount set forth in Paragraph 3 without a written amendment to this Agreement.

6. City has established a budget line item breakdown of the aforementioned total sum as follows:

Construction	\$1,461,231.00
Construction Management/Inspections	\$ 114,253.00
Construction Contingency	\$ 132,947.00
<b>TOTAL</b>	<b>\$1,708,431.00</b>

Docks Improvements Project  
Projects C, C-2, Plaza of Lights  
INDIVIDUAL PROJECT AGREEMENT  
page 3

7. City will submit partial payment requests on a monthly basis for payment of the actual reasonable costs incurred by City to accomplish the Tasks. The partial payment requests will be billed upon execution of this Agreement and not exceeding each line item described in paragraph 6. Agency reserves the right to terminate this Agreement if, in its reasonable discretion, it appears that the work specified in Exhibit "A" cannot be fully accomplished and brought to completion for the total amount set forth in Paragraph 3.

8. If Agency should terminate this Agreement as provided in Paragraph 7 above, Agency agrees to reimburse City for all of its actual and reasonably incurred expenses related thereto.

9. Prior written Agency approval shall be required for all change orders except those which, in the judgment of the City Engineer, are reasonably necessary to prevent interruption of the work and which would not result in a substantial increase in cost to Agency, or which 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. City shall have the right to expend funds from one of the line item categories set forth in Paragraph 6 above for the purpose specified in another of said categories upon the exhaustion of funds for the latter category, provided that City reasonably believes that all of the specified improvements can be accomplished and brought to completion for the total sum set forth in Paragraph 3 and upon prior written Agency approval.

10. Further, 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 3. Upon such notification by City as set forth in Paragraph 10, or upon such determination by Agency as set forth in Paragraph 7, Agency shall at its option either (I) terminate the Contract forthwith 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.

Docks Improvements Project  
Projects C, C-2, Plaza of Lights  
INDIVIDUAL PROJECT AGREEMENT  
page 4

11. 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.

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

APPROVED AS TO FORM:

REDEVELOPMENT AGENCY OF THE  
CITY OF SACRAMENTO

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

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

APPROVED AS TO FORM:

CITY OF SACRAMENTO

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

By \_\_\_\_\_  
WILLIAM H. EDGAR  
City Manager

Attest:

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

PROJECT DESCRIPTION

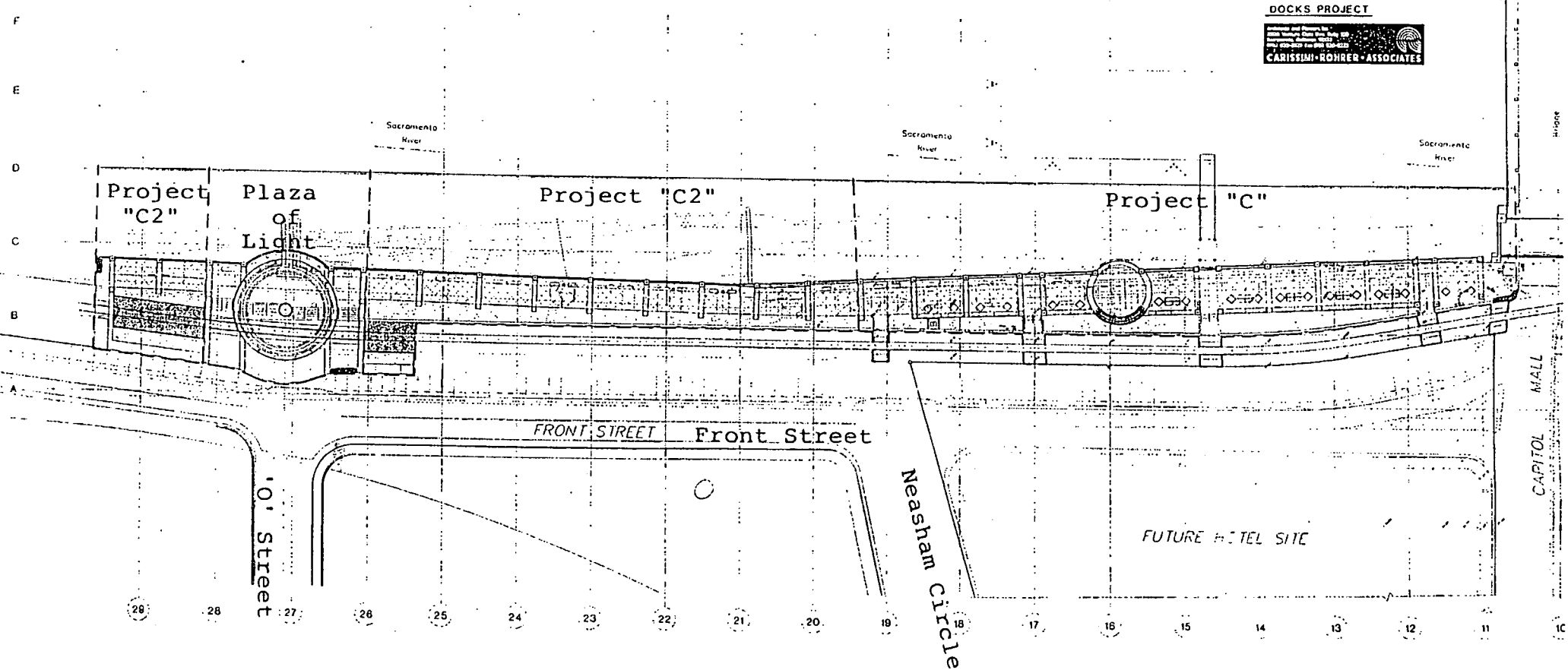
Location of Project:

A portion of Agency owned parcel bounded on the north by the southern ROW line of Capitol Avenue, on the east by the western ROW of the existing railroad , except for a length of approximately 85 feet north and 120 feet south of the centerline of "O" Street, the eastern boundary is the western ROW line of Front Street, on the south by a line approximately 120 feet south of and parrallel to the centerline of "O" Street, and on the west by the western edge of the existing floodwall which is located on the eastern bank of the Sacramento River.

Description of Improvements:

Installation of concrete paving and stairs, construction of 2 cantilevered river overlooks, installation of lighting, handrails, landscaping and other site amenities.

DOCKS PROJECT



## EXHIBIT "C"

### SCOPE OF WORK

1. Agency has provided Construction Documents to City which show the specific improvements.
2. City shall facilitate the preparation of an independent cost estimate for the project.
3. City shall, in accordance with City's regular procedures and requirements, facilitate the construction of the Improvements. This shall include but not be limited to:
  - a. Advertise the project for bid, conduct pre-bid meetings, issue any required addenda and conduct the public bid opening.
  - b. Review and qualify the bids for compliance with the bid documents.
  - c. Award the Contract for construction to the lowest qualified bidder.
  - d. Provide project Construction Management Services.
  - e. Provide a full-time, on-site City Inspector during construction, who will prepare daily reports of the progress of the Improvements.
  - e. Facilitate all on-site and laboratory testing that may be required.
  - f. Coordinate with Agency and process all Requests for Information, Change Orders, and Payment Requests, except for those of the Agency's Design Architect.
  - g. Monitor construction for compliance with the Construction Documents and notify Contractor of any deficiencies in construction, and monitor remediation of deficiencies.
  - h. Facilitate Project Close-out and monitor warranty period.