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RESOLUTION NO. 83-074

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO


ON DATE OF

October 25, 1983

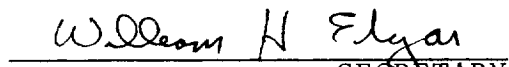
AMENDED INDIVIDUAL PROJECT AGREEMENT 83-1
WITH CITY OF SACRAMENTO FOR CONSTRUCTION
OF FIREHOUSE ALLEY AT J STREET

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

Section 1. The Executive Director is authorized to
execute an amended Individual Project Agreement 83-1 with the
City of Sacramento for preparation of plans and construction
of Firehouse Alley improvements at J Street, with a contract
amount of \$45,000, in the form attached hereto as Exhibit 1.


CHAIRMAN

ATTEST:


SECRETARY

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INDIVIDUAL PROJECT AGREEMENT

Amended 83-1

THIS AGREEMENT is entered into as of _____, 19____, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter "Agency"), and the CITY OF SACRAMENTO (hereinafter "City").

Recitals

WHEREAS, the City and Agency have entered into a certain Memorandum of Understanding as of August 3, _____, 1982, relating to the execution of agreements for physical improvements by and between the City and the Agency; and

WHEREAS, the Agency desires to utilize the staff and expertise of the City in accomplishing certain physical improvements; and

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

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

1. The City will undertake the installation of 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, consultant costs, equipment costs, and contingent costs, for a total sum not to exceed Forty-Five Thousand ----- DOLLARS (\$45,000.00).

2. The improvements set forth herein shall be accomplished according to the procedural steps set forth in Exhibit "C" attached hereto and made a part hereof and cause the same to be completed on or before a mutually agreed upon date between the City and the Agency.

3. As to those improvements set forth in Exhibit "B" which are located upon City-owned land, said improvements shall be constructed to existing City standards for such improvements and shall be accomplished in such manner and with the use of such forces as the City shall deem necessary and appropriate, provided, however, that in no event shall Agency's liability to City by reason of City's activities hereunder exceed the total amount set forth in Paragraph 1 hereof.

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

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(6)

Administrative Costs	\$ 2,000.00
Consultant Costs	2,000.00
R/W Costs	
Construction Costs	33,000.00
Construction Engineering Costs	3,000.00
Equipment Costs	
Contingencies	5,000.00
TOTAL	=====\$45,000.00=====

5. City will submit partial payment requests on a monthly basis for payment hereunder for the actual reasonable costs incurred by City to accomplish the improvements set forth hereunder. Agency agrees to pay such progress payments in such amounts as City requests upon review of Partial Payment Request, Contractor Break-down, Monthly Project Progress Report, and Schedule for Agency-owned Projects (Exhibit "D"). For City-owned projects, the Agency will receive and review only the Partial Payment Request. Agency reserves the right to terminate this Agreement forthwith if, upon the presentation of a progress payment request, it reasonably appears in the sole discretion of Agency, that the work specified in Exhibit "B" cannot be fully accomplished and brought to completion for the total amount of compensation set forth in Paragraph 1 above.

6. If Agency should terminate this Agreement as provided in Paragraph 5 above, Agency agrees to reimburse City for all of its actual reasonably incurred expenses related thereto prior to the termination.

7. As to improvements located upon City-owned land, City shall have the right to execute such change orders affecting the work as seen in its discretion reasonable and appropriate. However, as to improvements undertaken upon Agency-owned land, Agency shall approve all such change orders except those which, in the judgement of the City Engineer, are necessary to prevent interruption of the work which would result in a substantial increase in cost to the Agency, or 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 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 4 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 1 above. Further, City shall notify Agency immediately upon its determination that it is not reasonably probable that the

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specified improvements can be accomplished and brought to completion for the total sum set forth in Paragraph 1 above. Upon such notification by City as set forth in Paragraph 5 above, or upon such determination by Agency as set forth in Paragraph 7 above, 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.

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

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

By _____
Executive Director

APPROVED AS TO FORM:

General Counsel

CITY OF SACRAMENTO

APPROVED:

By _____
City Manager

Finance Department

ATTEST:

Cost Code _____

City Clerk

Organization No. _____

Organization Approval

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PROJECT DESCRIPTION

Location of Project:

Firehouse Alley adjacent to Lot 54 at "J" Street
in Old Sacramento

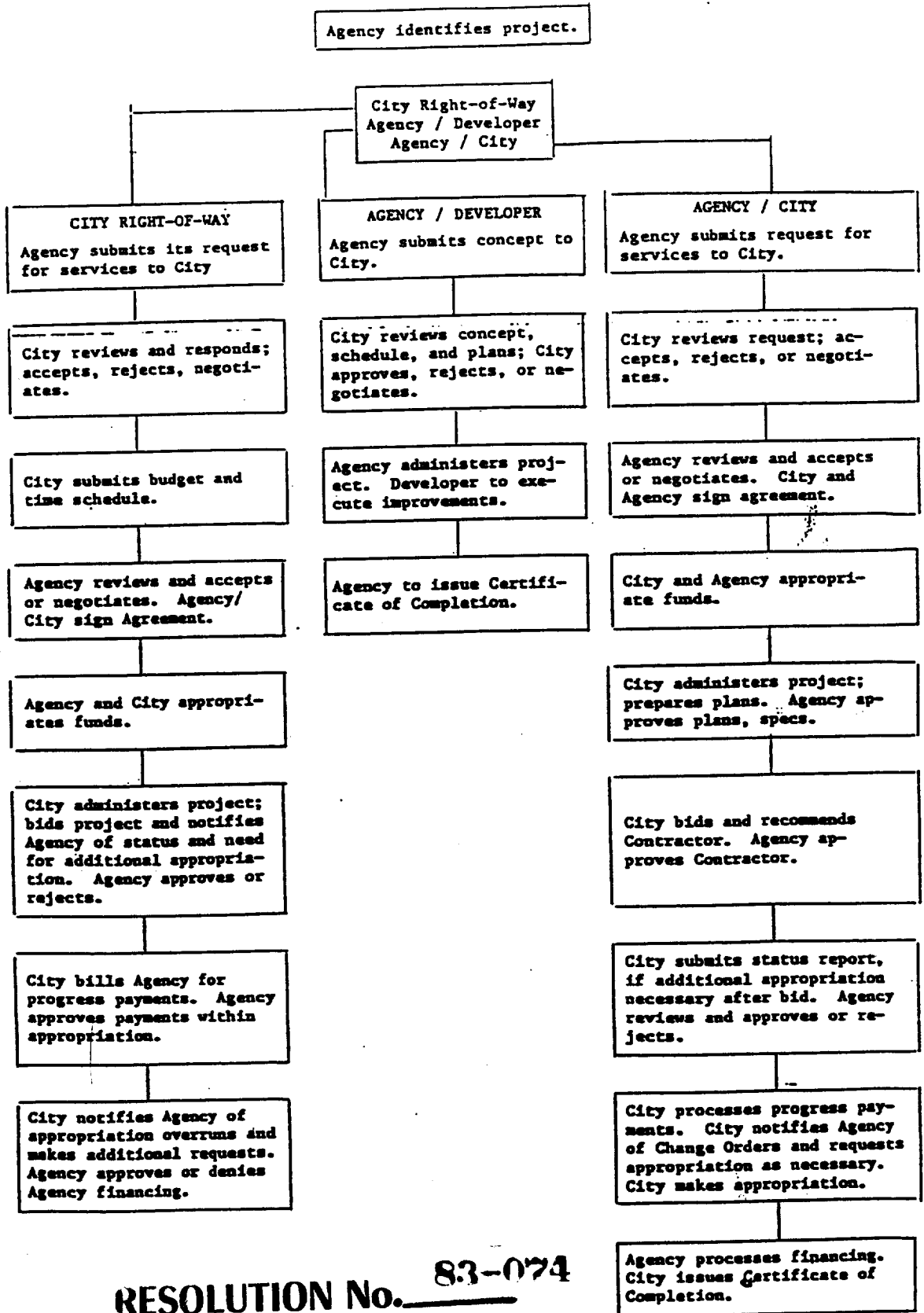
Description of Improvements:

Design, construct and inspect alley improvements adjacent
to Old Sacramento, Lot 54 including a roadway retaining
wall at "J" Street

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FLOW CHART



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DEPARTMENT OF ENGINEERING CITY HALL SAN FRANCISCO, CALIFORNIA 95014		CONTRACT NUMBER & RANGE 	COUNCIL CONTRACT NO. 	CHANGE ORDER NO.
QUANTITY 	DESCRIPTION 	UNIT PRICE 	EXTENSION 	ORIGINAL CONTRACT
TO BE COMPLETED BY RECEIVING DEPT. AND FORWARDED TO ACCOUNTING DIVISION		DATE RECEIVED _____ RECEIVED BY _____ DEPT. HEAD _____ City Manager _____		
INDICATION IS HEREBY MADE THAT ARTICLES OR SERVICES WERE RECEIVED IN QUANTITY AS ORDERED HEREIN AND IN QUALITY ACCORDING TO SPECIFICATIONS.		PREVIOUSLY CANCELLED AMOUNT THIS CERTIFICATE VENDOR'S NAME AS NOTED ON P. O. _____		
DEPARTMENTS ARE REQUESTED TO INDICATE ANY DISA INSPECTIONS FAILING TO THIS ORDER IN EXPLANATION COLUMN AND FORWARD TO PURCHASING AGENT.		Total Amt. to Date BALANCE DUE ON CONTRACT Amount Work Completed LESS 10% Sub Total		

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MONTHLY CONTRACTOR ITEMIZATION

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MONTHLY PROGRESS REPORT
for Month of _____

Organization _____ Project _____

Name of Person Completing Form _____

Telephone _____

A. Operating Steps Taken: (List major activities such as hiring of staff, signing of contract, purchase of equipment or supplies, etc.)

B. Accomplishments This Month: (List services provided, rehabilitations performed, construction completed, etc.)

C. Problems Encountered:

D. Extent of Project Completion to Date: _____

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