



**City of Sacramento  
City Council**

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**Meeting Date:** 12/14/2010

**Report Type:** Consent

**Title: Agreements: Norwood Avenue Bridge Replacement Project (T15068400)**

**Report ID:** 2010-00031

**Location:** Norwood Avenue Bridge at Arcade Creek between Fairbanks Avenue and Lindley Avenue. (District 2)

**Recommendation:** Adopt a Resolution: 1) authorizing the City Manager to execute a Utility Agreement with Sacramento Municipal Utility District (SMUD) in the amount of \$131,250 to relocate four power poles.

**Contact:** Ricky Chuck, Senior Engineer, (916) 808-5050; Tim Mar, Supervising Engineer, (916) 808-7531, Department of Transportation

**Presenter:** None

**Department:** Transportation Department

**Division:** Civil and Electrical Design

**Dept ID:** 15001131

<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>1-Description/Analysis</li> <li>2-Background</li> <li>3-Resolution</li> <li>4-Exhibit A - Map</li> <li>5-Agreement</li> </ul>	<p><b>City Attorney Review</b> Approved as to Form</p> <p>Jerry Hicks 12/8/2010 8:23:15 PM</p> <p><b>City Treasurer Review</b> Prior Council Financial Policy Approval or Outside City Treasurer Scope</p> <p>Rusell Fehr 12/3/2010 10:25:24 AM</p>

**Approvals/Acknowledgements**

Department Director: Jerry Way 12/7/2010 3:41:00 PM

Eileen Teichert, City Attorney

Shirley Concolino, City Clerk  
**Gus Vina, Interim City Manager**

Russell Fehr, City Treasurer

Assistant City Manager: John Dangberg - 12/8/2010 3:49:24 PM



## Description/Analysis

**Issue:** The project will replace the structurally deficient Norwood Avenue Bridge over Arcade Creek with a new bridge that meets current standards. The project will construct a new and higher concrete bridge with two travel lanes, bike lanes, sidewalks, and street lighting and a new approach roadway between Fairbanks Avenue and Lindley Way.

Executing a utility relocation agreement is necessary for the relocation of SMUD's facilities.

**Policy Considerations:** This action requested herein is consistent with the Sacramento City Code, Title 3 and with the City of Sacramento Strategic Plan goals of improving and expanding public safety and enhancing livability.

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** On March 23, 2010, the City Council approved a Mitigated Negative Declaration and adopted the Mitigation Reporting Plan for the Norwood Avenue Bridge Replacement Project (T15068400) pursuant to the requirements of the California Environmental Quality Act (CEQA). There is no substantial evidence that the Project, with the adoption of the mitigation measures identified, will have a significant effect on the environment.

**National Environmental Policy Act (NEPA):** The project is funded by Federal Highway Bridge Program funds. As a result, the proposed project is also subject to the National Environmental Policy Act (NEPA). On August 26, 2010, Caltrans issued a re-validation form to maintain the validity of the Categorical Exclusion that was issued on March 2, 2009, by California State Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) for the Project pursuant to the requirements of NEPA.

**Sustainability Considerations:** This project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

**Other:** None

**Commission/Committee Action:** None

**Rationale for Recommendation:** Relocating SMUD power poles which are in conflict with the proposed improvements is necessary prior to construction of the project.

**Financial Considerations:** The estimated total cost for design and right of way is \$1,650,000. The current project budget is \$1,436,624 consisting of local transportation funds and federal funds. Authorization for additional federal funding is pending.

The cost to relocate four power poles is \$175,000 and execution of the Utility Agreement with SMUD is required to obtain the right of way certification required for receipt of federal fund. The City's financial obligation for the relocation costs is seventy-five percent or \$131,250 and SMUD's is twenty-five percent or \$43,750 under the proposed agreement. The Federal Highway Bridge Program construction funds will be added to the Norwood Avenue Bridge Replacement Project (T15068400) at construction contract award.

**Emerging Small Business Development (ESBD):** None.



## **Background Information:**

The project will replace the structurally deficient Norwood Avenue Bridge over Arcade Creek with a new bridge that meets current standards. The project will construct a new and higher concrete bridge with two travel lanes, bike lanes, sidewalks, and street lighting and a new approach roadway between the intersections of Fairbanks Avenue and Lindley Way. Retaining walls will be constructed on both approaches to support the increased height of the bridge. A new traffic signal will be constructed at the intersection of Norwood Avenue and Fairbanks Avenue.

The bridge was constructed in 1945 and is rated structurally deficient. Arcade Creek has a history of elevated water levels that inundate the bridge. During high canal flows, Norwood Avenue has to be closed using stop log floodwalls. This project will eliminate the need for road closure during high canal flows by raising the bridge.

The City was successful in obtaining Federal Highway Bridge Program funds to replace the bridge. Under this program, the federal government pays 88.53% of the cost of the project, while the City pays an 11.47% local match.

The construction of the project requires relocation of four power poles that currently exist in the vicinity of the project. Three poles are covered under SMUD senior rights and the relocation costs will be paid by the City. One power pole was unintentionally placed within the City's road right of way and the relocation cost will be paid by SMUD. The estimated total relocation cost is \$175,000. The City's share is \$131,250 and SMUD's \$43,570. The Utility Agreement is necessary to obtain the right of way certification needed for the Project prior to project bid advertisement.

Construction is anticipated to start in Spring 2011 and be completed in December 2011.



## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **APPROVING FUND TRANSFER TO THE NORWOOD AVENUE BRIDGE REPLACEMENT PROJECT (T15068400)**

#### **BACKGROUND**

- A. The project will replace the structurally deficient Norwood Avenue Bridge over Arcade Creek with a new bridge that meets current standards. The project will construct a new and higher concrete bridge with two travel lanes, bike lanes, sidewalks, and street lighting and a new approach roadway between Fairbanks Avenue and Lindley Way. Retaining walls will be constructed on both approaches to support the increased height of the bridge. A new traffic signal will be constructed at the intersection of Norwood Avenue and Fairbanks Avenue.
- B. The bridge was constructed in 1945 and is rated structurally deficient. Arcade Creek has a history of elevated water levels that inundate the bridge. During high canal flows, Norwood Avenue had to be closed using stop log floodwalls. This project will eliminate the need for road closure during high canal flows by raising the bridge.
- C. The Project is funded by Federal Highway Bridge Program funds. Under this program, the federal government pays 88.53% of the cost the project, while the City pays an 11.47% local match.
- D. The construction of the project requires relocation of four power poles that currently exists in the vicinity of the Project. Three poles are covered under SMUD senior rights and the relocation costs will be paid the City. One power pole was unintentionally placed within the City road right of way and the relocation costs will be paid by SMUD. The estimated total relocation cost is \$175,000. The City's share is \$131,250 and SMUD's is \$43,750. The Utility Agreement is necessary to obtain the right of way certification needed for the Project prior to bid advertisement.

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

- Section 1. The City Manager is authorized to execute a Utility Agreement with SMUD to relocate four power poles in the amount of \$131,250.
- Section 2. Exhibit A is incorporated into and made part of this Resolution.

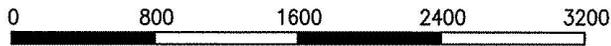
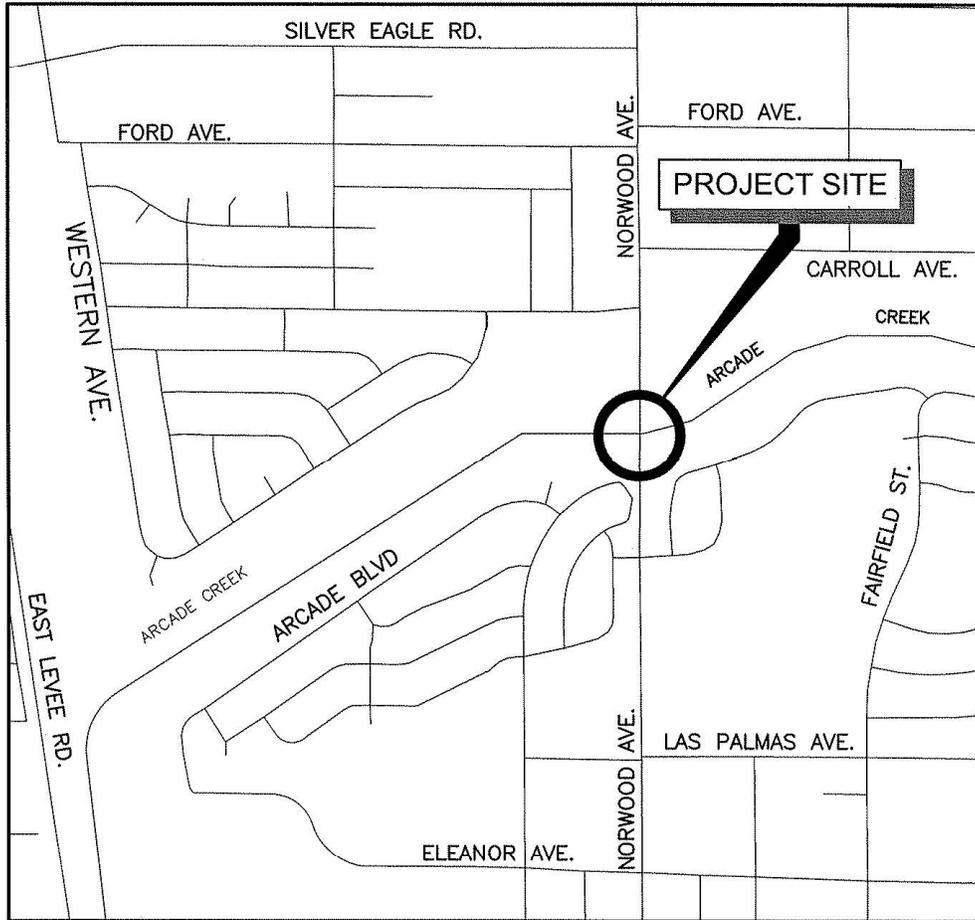
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Exhibit A: Map of Norwood Avenue Bridge Replacement Project (T15068400)





Location map for:  
**NORWOOD AVENUE BRIDGE REPLACEMENT PROJECT**  
**AT ARCADE CREEK**  
(BETWEEN FAIRBANKS AVENUE AND LINDLEY AVENUE)  
PN: T15068400



Date: February 2010





## Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
  
- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
  
- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.
  
- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

City of Sacramento

**UTILITY AGREEMENT**

County	Route	P.M.	Project #
Sacramento	Norwood Ave	Between Lindley Dr & Fairbanks Ave	T15068400
<b>Fed. Aid. No.:</b> BHLS-5002(111)			
<b>Owner's File:</b> 30080482			
<b>FEDERAL PARTICIPATION: On the Project:</b> Yes			
On the Utilities: Yes			

**UTILITY AGREEMENT NO.** \_\_\_\_\_

The City of Sacramento hereinafter called "LOCAL AGENCY" proposes to replace the existing Norwood Avenue Bridge over Arcade Creek and construct minor approach roadway improvements between Lindley Drive and Fairbanks Avenue on Norwood Avenue, in Sacramento, Sacramento County, California.

And: Sacramento Municipal Utility District (SMUD)

hereinafter called "OWNER," owns and maintains overhead electrical facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

**I. WORK TO BE DONE:**

In accordance with Notice to Owner No. \_\_\_\_\_ dated \_\_\_\_\_, OWNER shall relocate its overhead electrical facilities from the west side to the east side of Norwood Avenue between Lindley Drive and Fairbanks Avenue. All work shall be performed substantially in accordance with OWNER's Plan No. 30080482 dated \_\_\_\_\_, consisting of \_\_\_\_\_ sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 915 I Street, Room 2000, Sacramento, CA 95814. Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed to in a writing signed by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved and acknowledged by the signature of both the LOCAL AGENCY and by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the signed Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

**II. LIABILITY FOR WORK**

The existing facilities described in Section I above will be relocated at 75% LOCAL AGENCY's expense and 25% OWNER's expense as set forth in Grant of Easement No. 2010/020-S dated \_\_\_\_\_

November 18, 2010, Grant of Easement No. 2010/019-S dated November 19, 2010, and Grant of Easement No. 2010/018-S dated \_\_\_\_\_.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work, excepting that work being performed by the LOCAL AGENCY's highway contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

It is estimated that the cost of the work provided for by this Agreement and, as hereinafter set forth, is the sum of \$175,000.00. LOCAL AGENCY agrees to advance to OWNER the sum of \$131,250(75%) to apply to the cost of the work to be undertaken as provided hereinabove. Said sum of \$131,250 will be deposited by the LOCAL AGENCY with OWNER within 45 days after execution of the Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance.

In the event actual relocation costs as established herein are less than the sum of money advanced by LOCAL AGENCY to OWNER, OWNER hereby agrees to refund to LOCAL AGENCY the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to OWNER, in accordance with the provisions of this Agreement, LOCAL AGENCY will reimburse OWNER said excess costs upon receipt of an itemized bill as set forth herein.”

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of March 23, 2010 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement pursuant to Section VI, “Termination.”

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 90 days of the completion of the work described herein.

LOCAL AGENCY will convey to OWNER exclusive easement rights for portions of the facilities relocated under this Agreement over available LOCAL AGENCY owned property inside and outside the limits of the highway right of way.

VI. TERMINATION

Either party may terminate this Agreement for cause upon giving written notice to the other party stating the cause and providing a reasonable time period of time to cure the default, which time period shall be stated in the notice.

LOCAL AGENCY may terminate or amend this Agreement immediately upon giving written notice to OWNER 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the LOCAL AGENCY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated; 3) if funds in LOCAL AGENCY’s yearly proposed and/or final budget are not appropriated for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated.

Should LOCAL AGENCY terminate this Agreement, LOCAL AGENCY shall reimburse OWNER for 100% of all its labor and construction costs, as well as all costs for material, including special order material purchased or obtained by OWNER to carry out its obligations under this Agreement through the termination effective date.

Termination shall be effective upon the receipt date of written notice to terminate by the non-terminating party.

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

LOCAL AGENCY

(OWNER)

By: \_\_\_\_\_  
Gus Vina  
Interim City Manager  
City of Sacramento

By: \_\_\_\_\_  
DORIS GUELZOW  
Line Design Supervisor  
Sacramento Municipal Utility District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:** 1) Owner – SMUD, 2) Utility Coordinator – TYLI, 3) DLAE District 3 –File, 4) District 3 Utility Coordinator – File , 5) City of Sacramento