



**City of Sacramento
City Council**

19

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 12/14/2010

Report Type: Consent

Title: Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300)

Report ID: 2010-00038

Location: Richards Boulevard and Interstate 5, Bercut Drive and Jibboom Street located just north of Downtown. (District 1)

Recommendation: Adopt a Resolution 1) authorizing the City Manager to execute Program Supplement No. 116-N1 and Program Supplement No. 130-N; 2) appropriating funds in the amount of \$7,498,746 (Fund 3703) to the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300); and 3) transferring \$1,525,011 from the State and Federal Grant Match Project (T15007200) to the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300).

Contact: Lucinda Willcox, Program Manager,(916) 808-5052, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Engineering Services Admin

Dept ID: 15001111

<p>Attachments:</p> <ul style="list-style-type: none"> 1-Description/Analysis 2-Background 3-Resolution 4-Exhibit A - Map 6-Program Supplement No. 116 7-Program Supplement No. N130 	<p>City Attorney Review Approved as to Form</p> <p>Jerry Hicks 12/8/2010 4:45:56 PM</p> <p>City Treasurer Review Prior Council Financial Policy Approval or Outside City Treasurer Scope</p> <p>Russell Fehr 12/3/2010 10:41:24 AM</p>

Approvals/Acknowledgements

Department Director: Jerry Way 12/8/2010 8:17:00 AM

Assistant City Manager: John Dangberg - 12/8/2010 3:48:23 PM

Description/Analysis

Issue: The City was awarded \$7,498,746 in federal funds with a commitment for local match funds for construction of the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300). The action requested appropriates and transfers the funding and authorizes execution of agreements for federal funding to the project. A subsequent report for award of the construction contract will be brought for City Council action in early 2011.

Policy Considerations: The action requested 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: This report concerns administrative activities that will not have a significant effect on the environment and do not constitute a “project” as defined by CEQA [CEQA Guidelines Section 15061 (b)(3); 15378 (b) (2)]. The project has undergone necessary environmental review for future construction.

Sustainability Considerations: This project will support future development of Richards Boulevard and Railyards infill development areas.

Commission/Committee Action: None.

Rationale for Recommendation: Appropriation and transfer of funds and execution of the Program Supplements is necessary to move forward with construction of the project.

Financial Considerations: A total of \$1,325,000 in federal funds has previously been appropriated to the project for preliminary engineering and final design. An additional \$7,498,746 in federal funds needs to be appropriated to the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300) for construction. The federal funding requires a local match. Therefore, \$1,525,011 is being transferred from the State and Federal Grant Match Project (T15007200) into the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300).

If there is a difference between the federal construction authorization and the actual construction contract award, some federal funding might be de-obligated.

There are no general funds planned or allocated for this project

Emerging Small Business Development (ESBD): This is a federally-funded project. Undertutilized Disadvantaged Business Enterprise (UDBE) project participation requirements apply. E/SBE rules are held in abeyance. The contract award will comply with all federal UDBE participation requirements.



Background Information:

The Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300) are intended to provide near-term circulation improvements for the surrounding redevelopment areas. These improvements include the extension of Bercut Drive from Richards Boulevard to Railyards Boulevard, widening Jibboom Street from Richards Boulevard to Railyards, connecting Jibboom Street and Bercut Drive under Interstate 5 in the Railyards, and improving the existing Richards Boulevard and Interstate 5 interchange to the maximum extent possible under the Caltrans encroachment permit process. This project is not expected to construct the ultimate roadway improvements for the Richards Boulevard Interchange with Interstate 5.

The project is located on the border of two important City of Sacramento redevelopment areas: the Richards Boulevard area and the Railyards area. The Richards Boulevard area is an area bordered by the Sacramento River to the west, the American River to the north, North B Street to the south, and 18th Street to the east. This area has historically been an industrial area that is currently in a renaissance era as it converts to an extension of the downtown urban core. As the Richards Boulevard area redevelops, there are increasing needs for circulation improvements.

The City submitted a Request for Authorization to proceed with construction to Caltrans on August 3, 2010, in order to make the federal funding programmed for the project available so the City could advertise and award a construction contract for the project. The City is required to execute program supplements for the additional funds for the project. The project is planned for contract advertisement in late December 2010, with contract award anticipated for March 2011.



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RESOLUTION NO.

Adopted by the Sacramento City Council

AUTHORIZING APPROVAL OF PROGRAM SUPPLEMENT NO. 116-N1 AND PROGRAM SUPPLEMENT NO. 130-N AND APPROPRIATING AND TRANSFERRING FUNDS TO THE ACCESS IMPROVEMENTS FROM THE RAILYARDS TO RICHARDS BOULEVARD AND INTERSTATE 5 INTERCHANGE PROJECT (T15088300)

BACKGROUND

- A. The City established the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300) to improve traffic circulation and safety for the area.
- B. This City received authorization to expend federal funds programmed for construction for the project.
- C. The City is required to execute program supplements to authorize federal funding for the project.

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

- Section 1. The City Manager is authorized to execute Program Supplement No. 116-N1 and Program Supplement No. 130-N.
- Section 2. The FY10/11 Capital Improvement Program is amended by appropriating \$7,498,746 in federal construction funds to the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300).
- Section 3. The FY10/11 Capital Improvement Program is amended by transferring \$1,525,011 from State and Federal Grant Match Project (T15007200) into the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300).
- Section 4. If the construction contract award results in any deobligation or reductions in federal funds, staff is directed to amend the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300) Capital Improvement Program revenue and expense budgets appropriately.
- Section 5. Exhibit A is incorporated into and made part of this Resolution.

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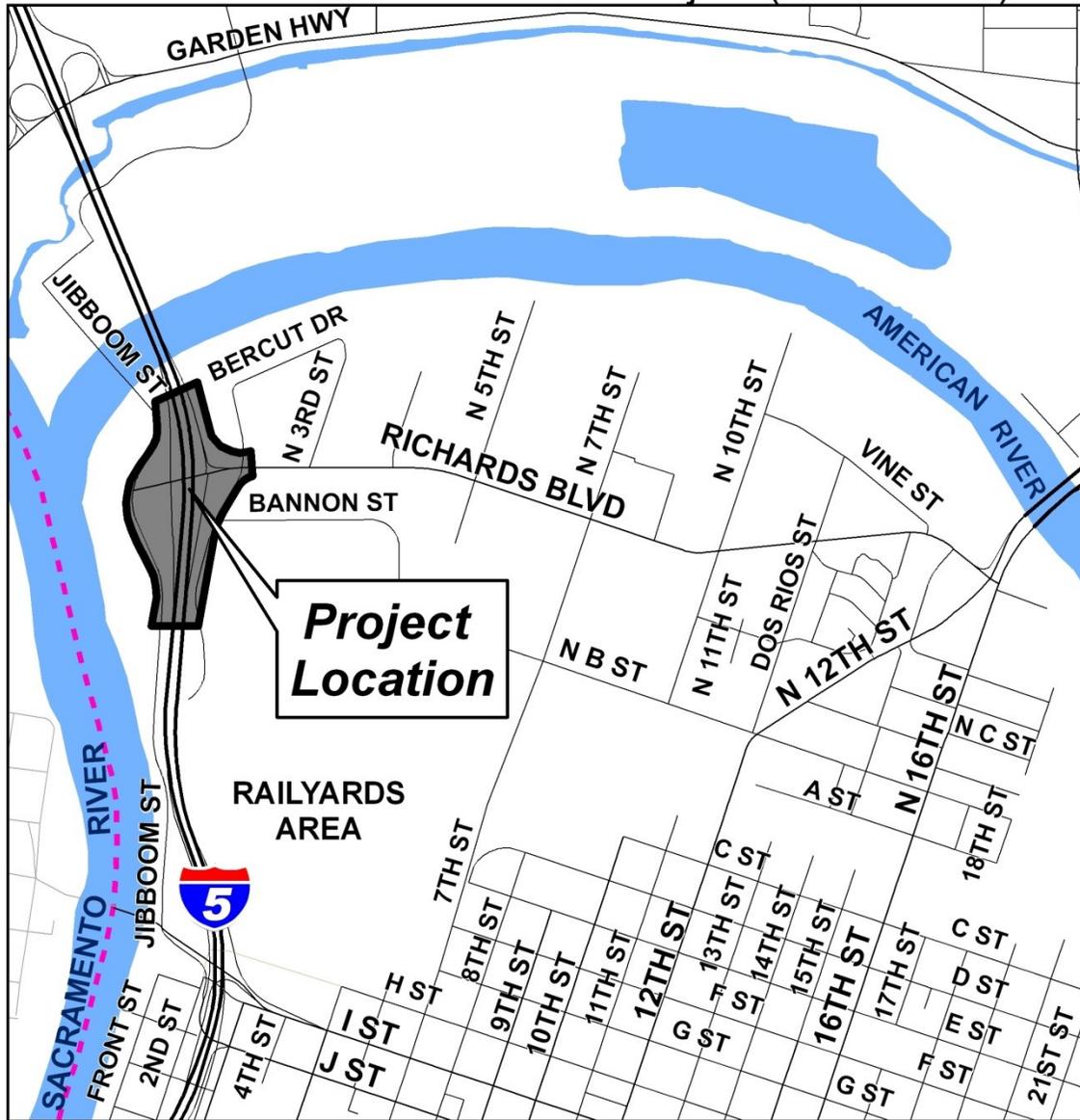
Exhibit A – Map of the Access Improvements from the Railyards to Richards Boulevard and Interstate 5 Interchange Project (T15088300) – 1 page



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EXHIBIT A

Location Map for Access Improvements from the Railyards to Richards Boulevard & I-5 Project (T15088300)



Department of
TRANSPORTATION
City of Sacramento

Map Contact: S. Tobin
Map Date: JULY/10

0 375 750 1,500 2,250 Feet



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.

All unexecuted contracts/agreements which are signed by the other parties are to be in the Office of the City Clerk before agenda publication.

PROGRAM SUPPLEMENT NO. N116 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5002R

Date: October 12, 2010
Location: 03-SAC-0-SAC
Project Number: HPLUL-5002(128)
E.A. Number: 03-928866
Locode: 5002 *03-0000-0916*

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/29/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Access improvements between Richards Blvd. and railyards site.

TYPE OF WORK: Road Reconstruction

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
			LOCAL	OTHER
\$10,282,757.00	LY20	\$1,457,612.00	\$1,284,228.00	\$2,498,917.00
	Q230	\$2,183,520.00		
	L24E	\$2,516,480.00		
	HY20	\$342,000.00		

CITY OF SACRAMENTO

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer

[Signature]

Date

10/19/10

\$6,499,612.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
<i>(see attached certifications form)</i>								

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award or with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract, whichever is earlier.

Failure to do so will cause a delay in the State processing invoices for the construction phase.

Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work

SPECIAL COVENANTS OR REMARKS

Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. This project is subject to a separate Cooperative Agreement between the ADMINISTERING AGENCY and the State.

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.
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PROGRAM SUPPLEMENT NO. N130
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5002R

Date: October 12, 2010
Location: 03-SAC-5-SAC
Project Number: HPLUL-5002(149)
E.A. Number: 03-4E8408 *03-0002-0421*
Locode: 5002

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/29/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Access improvements between Richards Blvd. and railyards site.

TYPE OF WORK: Road Reconstruction

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
			LOCAL	OTHER
\$10,282,757.00	HY10	\$1,095,005.00	\$499,783.00	\$7,783,840.00
	LY10	\$904,129.00		

CITY OF SACRAMENTO

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *Michael Wong* Date *10/20/10* \$1,999,134.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
<i>(see certification form)</i>								

APPROVED AS TO FORM:

Program Supplement 03-5002R-N130- ISTE A

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SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
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