



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814

www.CityofSacramento.org

Meeting Date: 1/18/2011

Report Type: Consent

Title: 16th Street Streetscape Plan

Report ID: 2011-00031

Location: District 4 -16th Street from S Street to Capitol Avenue.

Recommendation: Adopt a Resolution: 1) establishing the 16th Street Streetscape Plan (T15116600) as a new Capital Improvement Project (CIP); 2) authorizing the City Manager to execute an agreement for funding with the Capitol Area Development Authority (CADA); and 3) appropriating funds.

Contact: Jesse Gothan, Associate Engineer, (916) 808-6897; Ryan Moore, Supervising Engineer, (916) 808-8279, Department of Transportation

Presenter:

Department: Transportation Department

Division: Funding and Project Development

Dept ID: 15001121

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A-Location Map
- 5-CADA Agreement
- 6-CADA Agreement and Cover

City Attorney Review

Approved as to Form
Jerry Hicks
1/14/2011 1:35:11 PM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Janelle Gray
1/11/2011 12:36:40 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 1/13/2011 6:46:00 PM

Assistant City Manager: John Dangberg - 1/14/2011 12:07:34 PM

Eileen Teichert, City Attorney

Shirley Concolino, City Clerk
Gus Vina, Interim City Manager

Russell Fehr, City Treasurer



Description/Analysis

Issue: In order to improve the streetscape and pedestrian friendliness of 16th Street, the project proposes to evaluate a conceptual plan provided by CADA and then develop 30% design plans and environmental documentation for streetscape improvements on 16th Street from S Street to Capitol Avenue.

The establishment of a Capital Improvement Project is necessary to begin work on this project. The Capitol Area Development Authority (CADA) has agreed to grant funds to the city, execution of an agreement with the CADA is necessary to receive the funds and begin work.

Policy Considerations: This project is in accordance with the City Operating Principles of promoting safety and enhancing livability. This project complies with the General Plan goal M.2.1.3 for Streetscape Design which states the City shall require that pedestrian-oriented streets be designed to provide a pleasant environment for walking including shade trees; plantings; well-designed benches, trash receptacles, news racks, and other furniture; pedestrian-scaled lighting fixtures; wayfinding signage; integrated transit shelters; public art; and other amenities.

Environmental Considerations:

California Environmental Quality Act (CEQA): The establishment of a CIP, execution of an agreement, and appropriation of funds are not subject to the provisions of the California Environmental Quality Act (CEQA). Under CEQA general rule 15061-B-3, CEQA applies only to projects which have the potential for causing a significant effect on the environment. These actions will have no effect on the environment, thus are not subject to CEQA.

Sustainability Considerations: This project is consistent with Sustainability Master Plan goals to help to enhance pedestrian facilities in the public right-of-way. The streetscape plan will also be evaluating the feasibility of constructing storm water planters on 16th Street.

Other: None.

Commission/Committee Action: None

Rationale for Recommendation: The City has a goal of improving the walking environment. The establishment of a Capital Improvement Project, execution of an agreement, and appropriation of funds are necessary to pursue this project.

Financial Considerations: The 16th Street Streetscape Plan (T15116600) will be funded by CADA funds in the amount of \$160,000. The total budget of \$160,000 is sufficient for preliminary engineering and environmental documentation. There are no general funds planned or allocated for this project.

Emerging Small Business Development (ESBD): None, since no goods or services are being procured with this action.



Background

In 1997 Capitol Area Development Authority (CADA), the City of Sacramento, the State of California, and the Sacramento Housing and Redevelopment Agency (SHRA) sponsored a streetscape planning study addressing the entire length of 16th Street. While funds were not made available at that time to make possible further design work or implementation of the study's suggestions, the study helped CADA provide limited streetscape design guidance to developers within its area of jurisdiction, which includes 16th Street from L to S Street.

Building on the preliminary planning work of 1997, CADA is now leading an effort to design and make physical improvements to the public right-of-way of 16th Street between the Capitol Avenue-N Street Alley and S Streets. The first step was to prepare a conceptual streetscape plan that would result in a more complete, more environmentally sustainable, and more walkable street as it is implemented. An upgraded 16th Street would improve the pedestrian experience and more directly mark 16th Street as a spine of a unique and desirable mixed-use district.

In October 2009, the CADA Board reviewed and commented on the recommended design concepts for proposed upgrades to the 16th Street streetscape within the CADA area. CADA then prepared a draft concept plan that included their recommended design for 16th Street and outlined a suggested implementation strategy for installation of the proposed upgrades. The Board reviewed and accepted the Concept Plan substantially as to form in June 2010.

This Fall, the City of Sacramento, Department of Transportation (DOT) collaborated with CADA and developed a schedule for reviewing the concepts and completing the 30% design and environmental CEQA review in approximately one year; NEPA clearance may take longer. On December 10, 2010 the CADA Board of Directors approved a resolution to execute an agreement with the City of Sacramento for the expenditure of up to \$160,000 to be used to prepare 30% construction drawings and the associated CEQA and NEPA environmental documents. Staff plans to present the CEQA environmental document to council for certification once complete.

Because the Concept Plan developed by CADA proposes improvements exclusively in the City of Sacramento right-of-way, the 30% design will be led by the City's Department of Transportation (DOT).



RESOLUTION NO.

Adopted by the Sacramento City Council

ESTABLISHMENT OF A CAPITAL IMPROVEMENT PROJECT, EXECUTION OF AN AGREEMENT AND APPROPRIATION OF FUNDS FOR THE 16TH STREET STREETScape PLAN – S STREET TO CAPITOL AVENUE (T15116600)

BACKGROUND

- A. As the responsible agency, the City will deliver the project in accordance with the cooperative agreement between the City of Sacramento, Department of Transportation (DOT) and the Capitol Area Development Authority (CADA). The establishment of the Capital Improvement Project is necessary for the project planning and plan development.
- B. On December 10, 2010 the Capitol Area Development Authority (CADA) approved a resolution to establish an agreement to grant \$160,000 in funds for preliminary design engineering, and environmental documentation of the 16th Street Streetscape Plan (T15116600).

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

- Section 1. The 16th Street Streetscape Plan Project (T15116600) is established as a new Capital Improvement Project.
- Section 2. The City Manager is authorized to execute an agreement with the Capitol Area Development Authority (CADA) to receive \$160,000 in grant funds for the 16th Street Streetscape Plan (T15116600).
- Section 3. The FY10/11 Capital Improvement Program is amended by appropriating \$160,000 (Fund 3702) to the 16th Street Streetscape Plan (T15116600).
- Section 4. Exhibit A is hereby incorporated into and is a part of this Resolution.

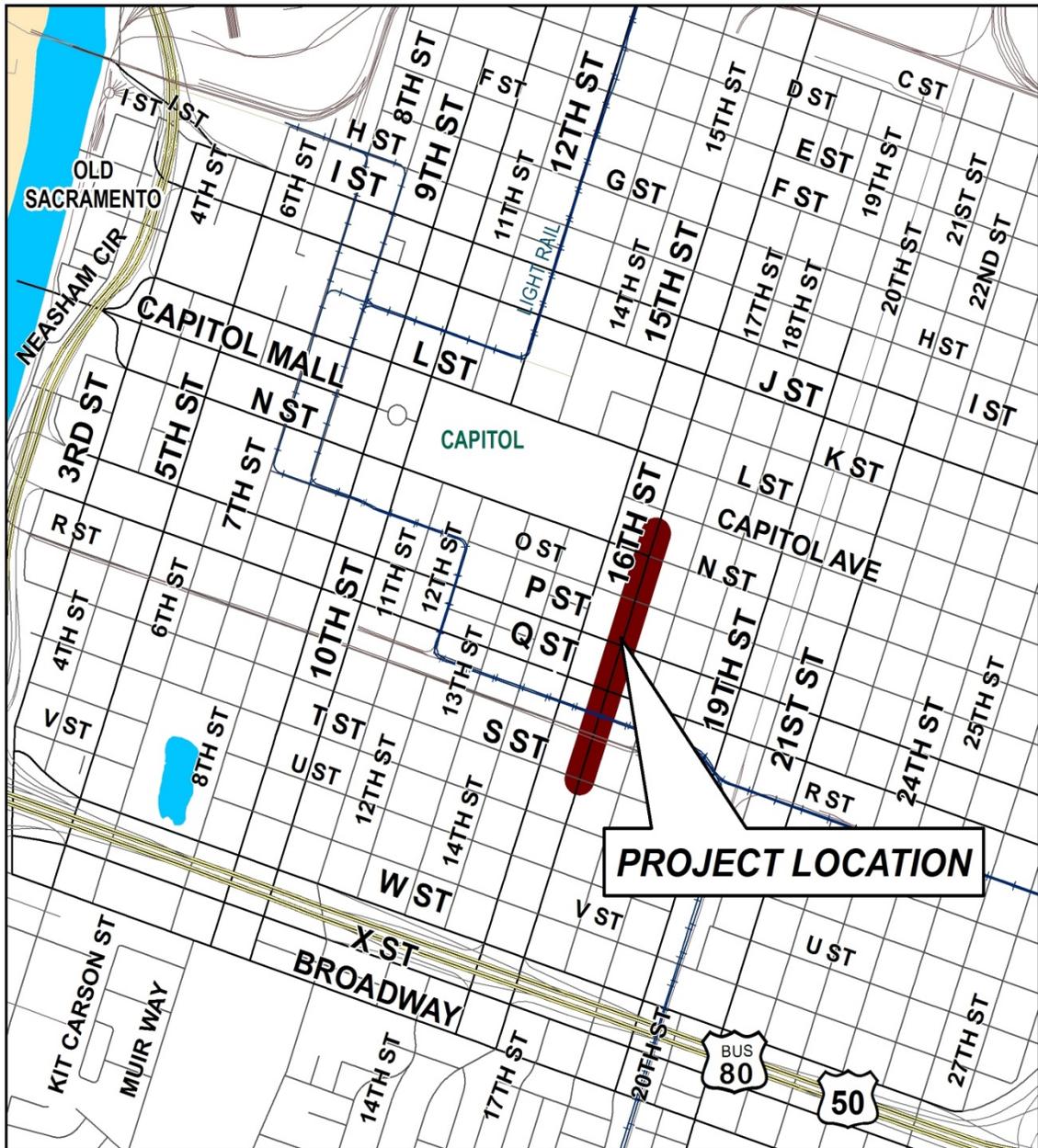
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Exhibit A: Location Map



EXHIBIT A

Location Map for 16th Street Streetscape Plan (T1516600)





CITY OF SACRAMENTO

AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND THE CAPITOL AREA DEVELOPMENT AUTHORITY TO GRANT FUNDS FOR THE PRELIMINARY DESIGN, ENGINEERING AND ENVIRONMENTAL DOCUMENTATION OF THE 16TH STREET STREETScape PLAN

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the City of Sacramento, a California Charter City ("CITY") and the Capitol Area Development Authority ("CADA"), a Joint Powers Authority of the City of Sacramento and the State of California.

1. PURPOSE OF THE PROJECT

On June 25th, 2010 the CADA board accepted the 16th Street Streetscape Concept Plan and approved an expenditure of \$160,000 for the purpose of preparing 30% design plans and obtaining the preliminary City of Sacramento engineering and environmental approvals for the 16th Street Streetscape Plan ("PROJECT").

2. PROJECT DELIVERABLES

CITY, acting through its Department of Transportation ("DOT"), agrees to manage the preliminary engineering design and environmental documentation of the PROJECT. PROJECT activities in support of such design and environmental documentation shall include, but not be limited to: fund management, project management, preliminary design, CEQA and NEPA environmental documentation, and necessary approvals by City Council and Caltrans/National Highway Administration (NHWA), as appropriate. Specific PROJECT deliverables are included in Exhibit B and include:

2.1. 30% Plans

CITY shall develop 30% design plans for environmental and design review, based upon the concepts provided by CADA in the "16th Street Concept Plan" dated October 2010, and attached as **Exhibit A**. 30% design plans may include, but are not limited to, those items listed in **Exhibit B**, "16th Street 30% Design Plans, Project Report and Project Budget". The CITY will not approve improvements that create unacceptable operational impacts or unwarranted design exceptions, or that may otherwise compromise public safety. The DOT reserves the right to veto improvements that are deemed not to be in the public's best interest. For example, due to the potential significant impact to operations and safety, the DOT will not allow a raised intersection on 16th Street.

2.2. Reviews Of Draft Design Plans

DOT will distribute the draft 30% design plans to other City departments for review and comment. The reviews will occur in two phases – the first after preparation of the draft 30% Design Plans and the second following preparation of a second draft, after comments to the first draft have been received and addressed appropriately in the draft. The specific City departments performing reviews are listed in the Project Schedule.

If during the City-managed review and comment there are substantial changes from the 16th Street Concept Plan in order to comply with city staff review comments, the City will notify and provide reasons to CADA why an element of the plan was modified or removed. If CADA does not agree with the changes to the plan, then CADA may provide a written notice to the CITY to stop work on the PROJECT.

CITY shall coordinate the engineering design and environmental documentation of the PROJECT with CADA staff through regular telephone and email communications and meetings. The City will include CADA in all PROJECT development meetings including the selection of PROJECT consultants, consultant coordination, design of the PROJECT, environmental review, and community outreach meetings.

2.3. Council Approvals, Environmental Filings, and City Concurrence with Caltrans NEPA Analysis

The City will schedule the PROJECT for the following Council actions: creation of the capitol improvement project number, appropriating the funding, and once the environmental documentation is complete, City Council approval of the CEQA document.

CITY will serve as the lead agency for purposes of CEQA analysis of the PROJECT, prepare all required analysis required under CEQA, issue all notices, approve the PROJECT, and file the Notice of Determination with the State Clearinghouse. The budget assumes the City environmental planning staff will prepare the CEQA documentation/analysis and notices.

City will also assume responsibility for ensuring that NEPA analysis occurs and will coordinate the NEPA process. Funding for the environmental analysis will be provided out of the CADA grant to CITY. City may, at its discretion, hire consultants to perform the NEPA analysis, and the PROJECT budget reflects this. The Federal Highway Administration ("FHWA") is the lead agency for purposes of approving the NEPA analysis. The California Department of Transportation ("Caltrans") will be responsible for assembling the required documents for use by FHWA during its approval process.

2.4. Project Report

Following Council approval of CEQA documentation and Caltrans/NHWA approval of NEPA documentation, CITY shall prepare a standard city Project Report in order to finalize a scope and cost for the construction and final design of the 16th Street Streetscape project and to establish the feasibility of the PROJECT. The results and conclusions from the studies outlined in Exhibit B shall be summarized in the Project Report. All technical background studies and the 30% design plans themselves will be included as an appendix to the report, or, if not practical, packaged separately and provided to CADA. The purpose of the Project Report is 1) to establish a clear scope of work and establish the feasibility of the proposed improvements, 2) to determine a project cost estimate on which programming for construction can be based, 3) to provide accurate information and engineering data and the environmental findings, and 4) provide a schedule for the final design and construction of the PROJECT. The Project Report shall be approved by the Engineering Services Division of the City's Department of Transportation and CADA. CADA will be a signatory on the Project Report, along with the City of Sacramento.

2.5. Community Outreach

On behalf of the CITY, CADA will manage and facilitate any PROJECT public outreach and documentation of public comments. This may include meeting with property owners to discuss project impacts or presenting the PROJECT to the community at large. CADA will provide the CITY with written documentation or meeting minutes and a sign-in sheet from meetings with property owners. To the extent feasible, the City will assist in the noticing of community outreach meetings by preparing a mailing list of property owners within a to-be-determined distance of the PROJECT and share this with CADA. When necessary to provide specific technical information and answer technical and other questions that the CITY or its consultants may be uniquely equipped to answer, CADA may request CITY staff to be present at information meetings.

3. COMPLETION PROCESS AND TIMELINE FOR COMPLETION

CITY shall complete all elements of project delivery in accordance with the CITY processes and procedures for preliminary engineering and environmental documentation.

The Project Schedule is attached to this agreement as Exhibit C. The deliverables shown in the Project Schedule reflect the deliverables shown in Exhibit B. CITY shall make all reasonable efforts to complete all elements of the project delivery within one year of the execution date of this agreement. 30% Design and CEQA may be completed within one year of the date of this agreement. NEPA may take up to two years to complete,

as noted below. The Project Schedule anticipates a one-year timeline to achieve all deliverables, provided that a categorical exemption (labeled "Cat Ex" in the schedule) can be justified and is approved both by the City of Sacramento and by Caltrans and FHWA. If not, then the NEPA portion of the environmental analysis may take up to two years to complete. In that case, CITY shall make all reasonable efforts to complete 30% design and CEQA within one year and NEPA within two years.

4. SHARING OF DOCUMENTS

CADA will provide to the City all digital files currently developed by CADA for the existing concepts. A copy of all designs, reports, surveys and other documents prepared as part of 30% design and environmental review shall be prepared and provided to CADA at no additional charge, together with the Project Report.

5. USE OF CONSULTANTS

CITY may, in its discretion, use CITY staff or consultants to complete the above deliverables. If a consultant team is selected per city contracting procedures, a CADA staff member will participate in the consultant selection process by being a member of the selection committee.

6. DELIVERY OF GRANT FUNDS TO CITY

CADA shall provide PROJECT funding in an amount of \$160,000 in accordance with the terms and conditions of this Agreement. The PROJECT budget is attached to this agreement as **Exhibit D**. Costs have been estimated by the City of Sacramento and are not-to-exceed amounts. The disbursements shall be made in four payments according to the disbursements schedule shown in **Exhibit E**. The first disbursement shall be in the amount of \$60,000. The remaining three disbursements shall be made in amounts that correspond to three invoices City shall submit following achievement of the milestones noted in the disbursement schedule.

7. EXPENDITURES OF FUNDS AND PROJECT STATUS REVIEWS

CITY shall provide CADA with quarterly accountings of fund expenditures. The City and CADA shall meet on a quarterly basis to review PROJECT expenditures in relation to the PROJECT budget, and shall meet on at least a monthly basis to review the status of the PROJECT and accomplishment of the deliverables. The CITY shall refund to CADA any unused funds from CADA disbursements within ninety (90) days after PROJECT completion.

8. SACOG FUNDING

Nothing in this agreement shall be construed as a commitment by the City to apply for SACOG funding, or any other funding, for the 16th Street project. The 16th Street project will be required to submit to the standard competitive process, and council approval, for an application for grant funding

9. INSURANCE

The CITY at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.

10. NOTICES

All notices and other communications under this Agreement must be in writing and will be deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy or e-mail directed to the party to whom notice is to be given at the telecopy number or e-mail address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article. Notices and other communications will be directed to the parties at the addresses shown below.

CITY: Department of Transportation
915 I St, Room 2000
Sacramento, CA 95814
ATTN: Jesse Gothan, Associate Civil Engineer

AUTHORITY: Capitol Area Development Authority (CADA)
1522 14th Street
Sacramento, CA 95814-5958
ATTN: Marc de la Vergne, Capitol Area Development
Manager

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice.

11. AMENDMENT OF THIS AGREEMENT

This Agreement may only be amended by a written document signed and executed by each of the parties.

12. ENFORCEMENT OF THIS AGREEMENT

This Agreement shall be constructed and interpreted under and governed and enforced according to the laws of the State of California.

13. SCOPE OF THIS AGREEMENT

This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior arrangements, understandings or agreements between the parties, and no other agreement, statement or promise made by either party hereto which is not contained herein shall be binding or valid.

14. OPPORTUNITY TO CURE

Either party may terminate this Agreement immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting party has received a written notice containing a reasonably complete description of the default; and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party.

15. TERMINATION FOR CONVENIENCE

Any party to this Agreement may terminate this Agreement for its convenience in whole or in part at any time upon 30 days advance written notice to the other parties specifying the effective date of termination. In the event of termination of this agreement by the City or by CADA, any CADA funds that have been advanced but remain unspent will be returned to CADA.

16. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by the authorized parties thereof.

17. THIRD PARTIES

Each party will be solely liable to third parties with whom it enters into contracts to effectuate this Agreement and shall (i) pay directly the third party for all amounts owed, and (ii) indemnify and hold harmless the other party from any amounts owed to that third party. Nothing set forth in this Agreement will establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

18. WORKERS COMPENSATION

None of the parties to this Agreement will be responsible for providing payments or benefits to the other parties' employees, including without limitation, workers compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

19. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended to or will be construed to create any contractual or other relationship, whether expressed or implied, joint venture, partnership, principal-agent, independent contractor, or master-servant.

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

CAPITOL AREA DEVELOPMENT
AUTHORITY



Paul Schmidt, Executive Director

REF. 16TH ST STREETSCAPE 2011 ¹²⁷

CITY OF SACRAMENTO
a California Charter CITY

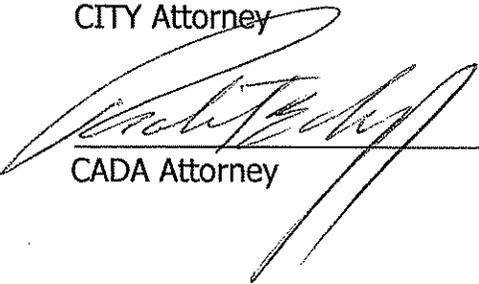
For Gus Vina, Interim CITY Manager

ATTEST:

CITY Clerk

APPROVED AS TO FORM:

CITY Attorney



CADA Attorney

Exhibit A

The CADA 16th Street Concept Plan dated October 10, 2010, and as approved by the CADA Board of Directors on June 25, 2010, is incorporated herein by reference.

Exhibit B

16th Street 30% Design Plans, Project Report and Project Budget

The CITY will complete all tasks necessary for environmental documentation and approval by the City Council of the 16th Street Streetscape Plan. The project area includes the public right-of-way along 16th Street from the Capitol Avenue-N Street Alley to S Street. The following are key tasks that are typical of a 30% Design and Project Report and will be completed unless the City determines they are not necessary for PROJECT approvals:

1. Research and Analysis

- a. Review the conceptual designs and proposed cross sections included in the CADA 16th Street Concept Plan.
- b. Review any as-built drawings, maintenance records and any pertinent reports or engineering data that are available. Deficiencies of existing facilities shall be summarized, including those deficiencies associated with geometry, drainage, traffic safety, pedestrian and bicycle facilities, railroad crossings and accessibility requirements.
- c. Perform all surveys and mapping necessary for design.
- d. Conduct all surveys and prepare as-built drawings of the public right-of-way in the project area. As is the case with the CADA 16th Street Concept Design, for reference purposes, existing building footprints or the relevant portions of the building footprints should be included in the as-built drawings.
- e. Prepare Geometric analysis of proposed improvements, including but not limited to lane lines, right-of-way lines, gutters, detectable warning strips, bulbout geometries, parking and other critical items. Consider truck and bus turning movements in relation to the proposed improvements.
- f. Conduct traffic and/or parking analyses required for the environmental document.
- g. Conduct a drainage analysis documenting existing and proposed drainage facilities within the project area.
- h. Prepare Utility "A" letters. Identify any right-of-way that may need to be acquired and prepare plat maps showing the location of such right-of-way.
- i. Identify all agencies with permitting authority over any aspect of the PROJECT and maintain communication and coordination efforts

with such agencies throughout all phases of the PROJECT. Identify permitting requirements and establish how these requirements will be implemented.

2. Project Design

- a. Design landscape and streetscape elements in accordance with the 16th Street Concept Plan, to the extent that those elements are feasible and in conformance with city standards.
- b. Prepare and submit 30% design plans, circulate the plans with relevant CITY departments and CADA, prepare a revised draft, and incorporate the revised final draft into a Project Report. The 30% design plans shall include, at a minimum, preliminary site plans, cross sections and layout sheets, a tree palette, and identification of planter areas and tree locations.

3. Project Construction Budget

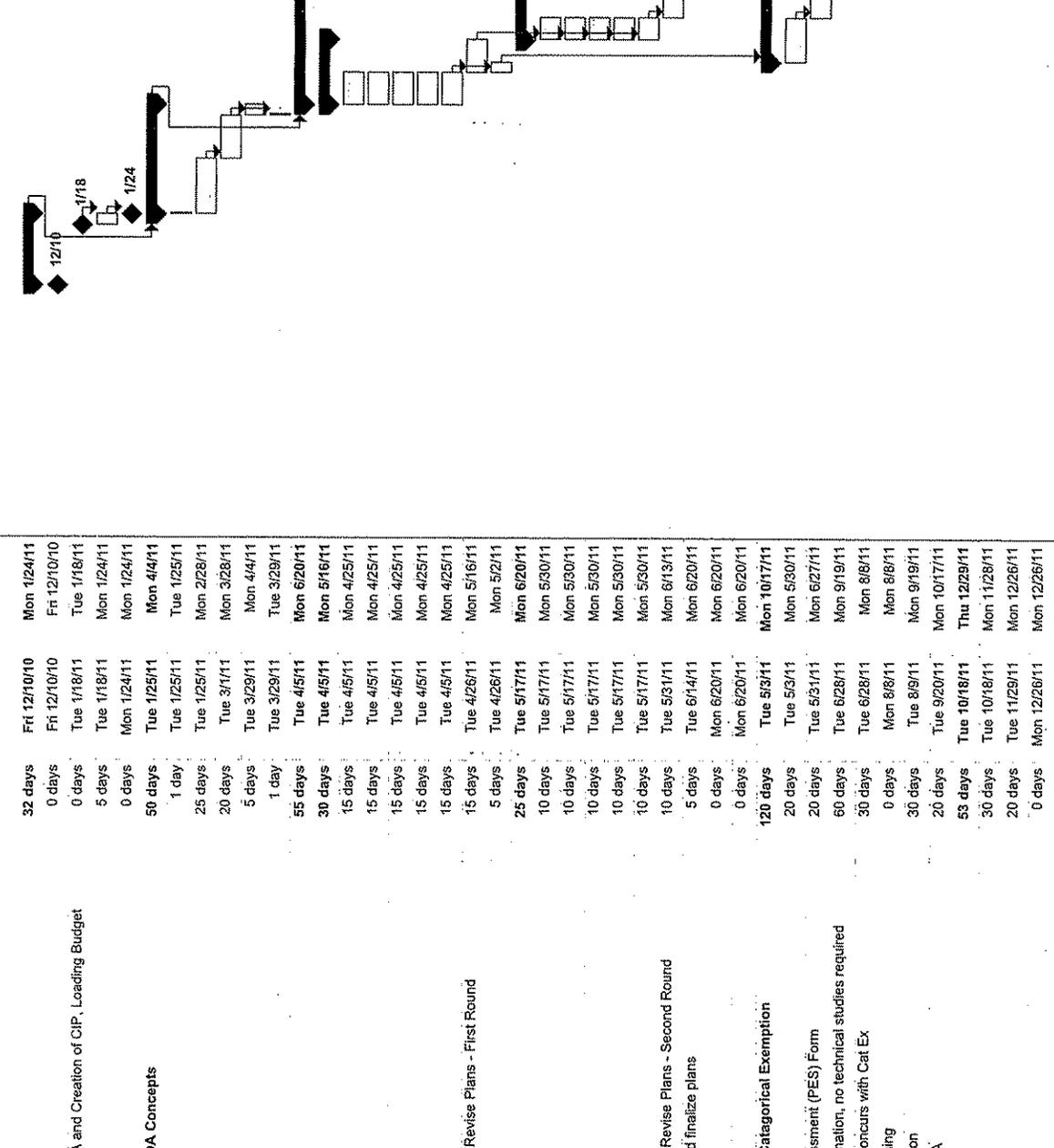
- a. Prepare a PROJECT construction budget based on the 30% design plans and including City and Consultant management costs, permit costs, fees, and a PROJECT contingency. The budget shall include a block-by-block cost estimate to facilitate planning for a staged construction process, in anticipation of budget constraints that may make phasing necessary. By way of example, CADA will provide the CITY with the block-by-block budget prepared based on the 16th Street Concept Plan. As is the case with the CADA 16th Street Concept Plan, the budget shall also be presented in summary form so that PROJECT components are costed out and grouped by type, such as "bulbouts", "streetlights", signage, etc. CADA will provide the CITY with the summary budget prepared based on the 16th Street Concept Plan.

EXHIBIT C- PROJECT SCHEDULE

(dated 11-22-10)

16th Street Streetscape Plan
 CADA & City of Sacramento Transportation Department

ID	Task Name	Duration	Start	Finish	Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	Project Initiation	32 days	Fri 12/10/10	Mon 1/24/11				
2	CADA Board Approves Agreement	0 days	Fri 12/10/10	Fri 12/10/10				
3	City Council Approves agreement w/ CADA and Creation of CIP, Loading Budget	0 days	Tue 1/18/11	Tue 1/18/11				
4	Budget loads CIP and work is commenced	5 days	Tue 1/18/11	Mon 1/24/11				
5	CIP is established	0 days	Mon 1/24/11	Mon 1/24/11				
6	Develop 30% Design Plans Based Upon CADA Concepts	50 days	Tue 1/25/11	Mon 4/4/11				
7	Receive CADD Files from CADA	1 day	Tue 1/25/11	Tue 1/25/11				
8	Survey of 16th Street	25 days	Tue 1/25/11	Mon 2/28/11				
9	Draft Plans Review Concepts	20 days	Tue 3/1/11	Mon 3/28/11				
10	Project Management Review	5 days	Tue 3/29/11	Mon 4/4/11				
11	Send out Utility "A" Letters	1 day	Tue 3/29/11	Tue 3/29/11				
12	City Discipline Reviews, Plan Development	55 days	Tue 4/5/11	Mon 6/20/11				
13	First City Plan Review	30 days	Tue 4/5/11	Mon 5/16/11				
14	Utilities Review	15 days	Tue 4/5/11	Mon 4/25/11				
15	Traffic Engineering Review	15 days	Tue 4/5/11	Mon 4/25/11				
16	Civil Engineering Review	15 days	Tue 4/5/11	Mon 4/25/11				
17	Urban Forestry	15 days	Tue 4/5/11	Mon 4/25/11				
18	Street Lighting	15 days	Tue 4/5/11	Mon 4/25/11				
19	Review and Respond to Comments & Revise Plans - First Round	15 days	Tue 4/26/11	Mon 5/16/11				
20	Meet With CADA review Comments	5 days	Tue 4/26/11	Mon 5/2/11				
21	Second City Plan Review	25 days	Tue 5/17/11	Mon 6/20/11				
22	Utilities Review	10 days	Tue 5/17/11	Mon 5/30/11				
23	Traffic Engineering Review	10 days	Tue 5/17/11	Mon 5/30/11				
24	Civil Engineering Review	10 days	Tue 5/17/11	Mon 5/30/11				
25	Urban Forestry	10 days	Tue 5/17/11	Mon 5/30/11				
26	Street Lighting	10 days	Tue 5/17/11	Mon 5/30/11				
27	Review and Respond to Comments & Revise Plans - Second Round	10 days	Tue 5/31/11	Mon 6/13/11				
28	Meet with CADA review comments and finalize plans	5 days	Tue 6/14/11	Mon 6/20/11				
29	30% Plans Approved By City Staff	0 days	Mon 6/20/11	Mon 6/20/11				
30	Optional Hold Public Meeting	0 days	Mon 6/20/11	Mon 6/20/11				
31	Environmental documentation, Anticipated Categorical Exemption	120 days	Tue 5/31/11	Mon 10/17/11				
32	Procure Consultant	20 days	Tue 5/31/11	Mon 5/30/11				
33	Complete Preliminary Environmental Assessment (PES) Form	20 days	Tue 5/31/11	Mon 6/27/11				
34	Caltrans/FHWA Concurs with PES determination, no technical studies required	60 days	Tue 6/28/11	Mon 9/19/11				
35	CEQA Documentation (Cat Ex) City EFS Concurs with Cat Ex	30 days	Tue 6/28/11	Mon 8/8/11				
36	Categorical Ex Received from Enviro Planning	0 days	Mon 8/8/11	Mon 8/8/11				
37	City Council Approves Categorical Exemption	30 days	Tue 8/9/11	Mon 9/19/11				
38	Caltrans /FHWA Approves Cat Ex for NEPA	20 days	Tue 9/20/11	Mon 10/17/11				
39	Project Report	53 days	Tue 10/18/11	Thu 12/29/11				
40	Draft Project Report	30 days	Tue 10/18/11	Mon 11/28/11				
41	Route For Engineering Division Approvals	20 days	Tue 11/29/11	Mon 12/26/11				
42	Project Approved	0 days	Mon 12/26/11	Mon 12/26/11				
43	Provide Copies of Approved Plans and Project Report to CADA	3 days	Tue 12/27/11	Thu 12/29/11				
44								



Project Schedule
 Date: Mon 11/22/10 11:51:10 AM

Legend:
 Task: [Bar]
 Progress: [Bar]
 Milestone: [Diamond]
 Summary: [Bar]
 Project Summary: [Bar]
 External Tasks: [Bar]
 External Milestone: [Diamond]
 Deadline: [Arrow]

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EXHIBIT D – PROJECT BUDGET

**(dated 11-5-10, prepared by Jesse Gothan, City of Sacramento Department
of Transportation)**

Prepared By: Jesse Gothan
 Project: 16th Street Streetscape Plan Budget
 11/5/2010

Project Management	Task	Hours	Cost/Hour	Budget
Supervising Engineer	Project Review	40	\$ 177.00	\$ 7,080.00
Associate Engineer	Project Management/Project Report/Contract Administration	200	\$ 136.00	\$ 27,200.00
Senior Planner	Environmental CEQA Review	80	\$ 130.00	\$ 10,400.00
Engineering Technician	Drafting Design	160	\$ 100.00	\$ 16,000.00
Survey Technician	Survey	260	\$ 120.00	\$ 31,200.00
Administrative Tech	Invoicing	20	\$ 80.00	\$ 1,600.00
Supervising Financial Analyst	Budget Review	10	\$ 140.00	\$ 1,400.00
Contracts Manager	Contract Review Execution	20	\$ 130.00	\$ 2,600.00
Discipline Reviews				
Associate Engineer	Traffic Engineering Review	80	\$ 136.00	\$ 10,880.00
Associate Engineer	Utilities review	40	\$ 136.00	\$ 5,440.00
City Arborist	Urban Forrestry	40	\$ 136.00	\$ 5,440.00
Senior Engineer	Electrical Review	40	\$ 150.00	\$ 6,000.00
Associate Engineer	Civil Design Review	40	\$ 136.00	\$ 5,440.00
Environmental				
Enviromental Planner	CEQA Documentation	55	\$ 130.00	\$ 7,150.00
Enviromental Planner	Noticing	1	LS	\$ 2,000.00
Planning Consultant	NEPA Documentation/Tech Studies	1	LS	\$ 20,000.00
		Total Hours	1087	Total Budget \$ 159,830.00

Note: Cost per hour includes labor, indirect costs, and benefits.

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.

CITY OF SACRAMENTO

AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND THE CAPITOL AREA DEVELOPMENT AUTHORITY TO GRANT FUNDS FOR THE PRELIMINARY DESIGN, ENGINEERING AND ENVIRONMENTAL DOCUMENTATION OF THE 16TH STREET STREETScape PLAN

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the City of Sacramento, a California Charter City ("CITY") and the Capitol Area Development Authority ("CADA"), a Joint Powers Authority of the City of Sacramento and the State of California.

1. PURPOSE OF THE PROJECT

On June 25th, 2010 the CADA board accepted the 16th Street Streetscape Concept Plan and approved an expenditure of \$160,000 for the purpose of preparing 30% design plans and obtaining the preliminary City of Sacramento engineering and environmental approvals for the 16th Street Streetscape Plan ("PROJECT").

2. PROJECT DELIVERABLES

CITY, acting through its Department of Transportation ("DOT"), agrees to manage the preliminary engineering design and environmental documentation of the PROJECT. PROJECT activities in support of such design and environmental documentation shall include, but not be limited to: fund management, project management, preliminary design, CEQA and NEPA environmental documentation, and necessary approvals by City Council and Caltrans/National Highway Administration (NHWA), as appropriate. Specific PROJECT deliverables are included in Exhibit B and include:

2.1. 30% Plans

CITY shall develop 30% design plans for environmental and design review, based upon the concepts provided by CADA in the "16th Street Concept Plan" dated October 2010, and attached as **Exhibit A**. 30% design plans may include, but are not limited to, those items listed in **Exhibit B**, "16th Street 30% Design Plans, Project Report and Project Budget". The CITY will not approve improvements that create unacceptable operational impacts or unwarranted design exceptions, or that may otherwise compromise public safety. The DOT reserves the right to veto improvements that are deemed not to be in the public's best interest. For example, due to the potential significant impact to operations and safety, the DOT will not allow a raised intersection on 16th Street.

2.2. Reviews Of Draft Design Plans

DOT will distribute the draft 30% design plans to other City departments for review and comment. The reviews will occur in two phases – the first after preparation of the draft 30% Design Plans and the second following preparation of a second draft, after comments to the first draft have been received and addressed appropriately in the draft. The specific City departments performing reviews are listed in the Project Schedule.

If during the City-managed review and comment there are substantial changes from the 16th Street Concept Plan in order to comply with city staff review comments, the City will notify and provide reasons to CADA why an element of the plan was modified or removed. If CADA does not agree with the changes to the plan, then CADA may provide a written notice to the CITY to stop work on the PROJECT.

CITY shall coordinate the engineering design and environmental documentation of the PROJECT with CADA staff through regular telephone and email communications and meetings. The City will include CADA in all PROJECT development meetings including the selection of PROJECT consultants, consultant coordination, design of the PROJECT, environmental review, and community outreach meetings.

2.3. Council Approvals, Environmental Filings, and City Concurrence with Caltrans NEPA Analysis

The City will schedule the PROJECT for the following Council actions: creation of the capitol improvement project number, appropriating the funding, and once the environmental documentation is complete, City Council approval of the CEQA document.

CITY will serve as the lead agency for purposes of CEQA analysis of the PROJECT, prepare all required analysis required under CEQA, issue all notices, approve the PROJECT, and file the Notice of Determination with the State Clearinghouse. The budget assumes the City environmental planning staff will prepare the CEQA documentation/analysis and notices.

City will also assume responsibility for ensuring that NEPA analysis occurs and will coordinate the NEPA process. Funding for the environmental analysis will be provided out of the CADA grant to CITY. City may, at its discretion, hire consultants to perform the NEPA analysis, and the PROJECT budget reflects this. The Federal Highway Administration ("FHWA") is the lead agency for purposes of approving the NEPA analysis. The California Department of Transportation ("Caltrans") will be responsible for assembling the required documents for use by FHWA during its approval process.

2.4. Project Report

Following Council approval of CEQA documentation and Caltrans/NHWA approval of NEPA documentation, CITY shall prepare a standard city Project Report in order to finalize a scope and cost for the construction and final design of the 16th Street Streetscape project and to establish the feasibility of the PROJECT. The results and conclusions from the studies outlined in Exhibit B shall be summarized in the Project Report. All technical background studies and the 30% design plans themselves will be included as an appendix to the report, or, if not practical, packaged separately and provided to CADA. The purpose of the Project Report is 1) to establish a clear scope of work and establish the feasibility of the proposed improvements, 2) to determine a project cost estimate on which programming for construction can be based, 3) to provide accurate information and engineering data and the environmental findings, and 4) provide a schedule for the final design and construction of the PROJECT. The Project Report shall be approved by the Engineering Services Division of the City's Department of Transportation and CADA. CADA will be a signatory on the Project Report, along with the City of Sacramento.

2.5. Community Outreach

On behalf of the CITY, CADA will manage and facilitate any PROJECT public outreach and documentation of public comments. This may include meeting with property owners to discuss project impacts or presenting the PROJECT to the community at large. CADA will provide the CITY with written documentation or meeting minutes and a sign-in sheet from meetings with property owners. To the extent feasible, the City will assist in the noticing of community outreach meetings by preparing a mailing list of property owners within a to-be-determined distance of the PROJECT and share this with CADA. When necessary to provide specific technical information and answer technical and other questions that the CITY or its consultants may be uniquely equipped to answer, CADA may request CITY staff to be present at information meetings.

3. COMPLETION PROCESS AND TIMELINE FOR COMPLETION

CITY shall complete all elements of project delivery in accordance with the CITY processes and procedures for preliminary engineering and environmental documentation.

The Project Schedule is attached to this agreement as Exhibit C. The deliverables shown in the Project Schedule reflect the deliverables shown in Exhibit B. CITY shall make all reasonable efforts to complete all elements of the project delivery within one year of the execution date of this agreement. 30% Design and CEQA may be completed within one year of the date of this agreement. NEPA may take up to two years to complete,

as noted below. The Project Schedule anticipates a one-year timeline to achieve all deliverables, provided that a categorical exemption (labeled "Cat Ex" in the schedule) can be justified and is approved both by the City of Sacramento and by Caltrans and FHWA. If not, then the NEPA portion of the environmental analysis may take up to two years to complete. In that case, CITY shall make all reasonable efforts to complete 30% design and CEQA within one year and NEPA within two years.

4. SHARING OF DOCUMENTS

CADA will provide to the City all digital files currently developed by CADA for the existing concepts. A copy of all designs, reports, surveys and other documents prepared as part of 30% design and environmental review shall be prepared and provided to CADA at no additional charge, together with the Project Report.

5. USE OF CONSULTANTS

CITY may, in its discretion, use CITY staff or consultants to complete the above deliverables. If a consultant team is selected per city contracting procedures, a CADA staff member will participate in the consultant selection process by being a member of the selection committee.

6. DELIVERY OF GRANT FUNDS TO CITY

CADA shall provide PROJECT funding in an amount of \$160,000 in accordance with the terms and conditions of this Agreement. The PROJECT budget is attached to this agreement as **Exhibit D**. Costs have been estimated by the City of Sacramento and are not-to-exceed amounts. The disbursements shall be made in four payments according to the disbursements schedule shown in **Exhibit E**. The first disbursement shall be in the amount of \$60,000. The remaining three disbursements shall be made in amounts that correspond to three invoices City shall submit following achievement of the milestones noted in the disbursement schedule.

7. EXPENDITURES OF FUNDS AND PROJECT STATUS REVIEWS

CITY shall provide CADA with quarterly accountings of fund expenditures. The City and CADA shall meet on a quarterly basis to review PROJECT expenditures in relation to the PROJECT budget, and shall meet on at least a monthly basis to review the status of the PROJECT and accomplishment of the deliverables. The CITY shall refund to CADA any unused funds from CADA disbursements within ninety (90) days after PROJECT completion.

8. SACOG FUNDING

Nothing in this agreement shall be construed as a commitment by the City to apply for SACOG funding, or any other funding, for the 16th Street project. The 16th Street project will be required to submit to the standard competitive process, and council approval, for an application for grant funding

9. INSURANCE

The CITY at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.

10. NOTICES

All notices and other communications under this Agreement must be in writing and will be deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy or e-mail directed to the party to whom notice is to be given at the telecopy number or e-mail address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article. Notices and other communications will be directed to the parties at the addresses shown below.

CITY: Department of Transportation
915 I St, Room 2000
Sacramento, CA 95814
ATTN: Jesse Gothan, Associate Civil Engineer

AUTHORITY: Capitol Area Development Authority (CADA)
1522 14th Street
Sacramento, CA 95814-5958
ATTN: Marc de la Vergne, Capitol Area Development
Manager

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice.

11. AMENDMENT OF THIS AGREEMENT

This Agreement may only be amended by a written document signed and executed by each of the parties.

12. ENFORCEMENT OF THIS AGREEMENT

This Agreement shall be constructed and interpreted under and governed and enforced according to the laws of the State of California.

13. SCOPE OF THIS AGREEMENT

This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior arrangements, understandings or agreements between the parties, and no other agreement, statement or promise made by either party hereto which is not contained herein shall be binding or valid.

14. OPPORTUNITY TO CURE

Either party may terminate this Agreement immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting party has received a written notice containing a reasonably complete description of the default; and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party.

15. TERMINATION FOR CONVENIENCE

Any party to this Agreement may terminate this Agreement for its convenience in whole or in part at any time upon 30 days advance written notice to the other parties specifying the effective date of termination. In the event of termination of this agreement by the City or by CADA, any CADA funds that have been advanced but remain unspent will be returned to CADA.

16. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by the authorized parties thereof.

17. THIRD PARTIES

Each party will be solely liable to third parties with whom it enters into contracts to effectuate this Agreement and shall (i) pay directly the third party for all amounts owed, and (ii) indemnify and hold harmless the other party from any amounts owed to that third party. Nothing set forth in this Agreement will establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

18. WORKERS COMPENSATION

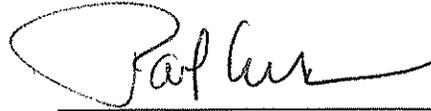
None of the parties to this Agreement will be responsible for providing payments or benefits to the other parties' employees, including without limitation, workers compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

19. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended to or will be construed to create any contractual or other relationship, whether expressed or implied, joint venture, partnership, principal-agent, independent contractor, or master-servant.

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

CAPITOL AREA DEVELOPMENT
AUTHORITY



Paul Schmidt, Executive Director
REF. 16TH ST STREETSCAPE 2011 ^{8/22}

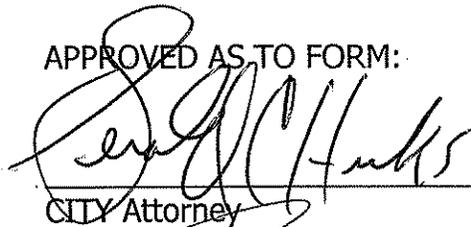
CITY OF SACRAMENTO
a California Charter CITY

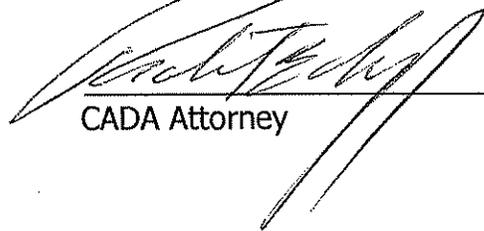
For Gus Vina, Interim CITY Manager

ATTEST:

CITY Clerk

APPROVED AS TO FORM:



CITY Attorney

CADA Attorney

Exhibit A

The CADA 16th Street Concept Plan dated October 10, 2010, and as approved by the CADA Board of Directors on June 25, 2010, is incorporated herein by reference.

Exhibit B

16th Street 30% Design Plans, Project Report and Project Budget

The CITY will complete all tasks necessary for environmental documentation and approval by the City Council of the 16th Street Streetscape Plan. The project area includes the public right-of-way along 16th Street from the Capitol Avenue-N Street Alley to S Street. The following are key tasks that are typical of a 30% Design and Project Report and will be completed unless the City determines they are not necessary for PROJECT approvals:

1. Research and Analysis

- a. Review the conceptual designs and proposed cross sections included in the CADA 16th Street Concept Plan.
- b. Review any as-built drawings, maintenance records and any pertinent reports or engineering data that are available. Deficiencies of existing facilities shall be summarized, including those deficiencies associated with geometry, drainage, traffic safety, pedestrian and bicycle facilities, railroad crossings and accessibility requirements.
- c. Perform all surveys and mapping necessary for design.
- d. Conduct all surveys and prepare as-built drawings of the public right-of-way in the project area. As is the case with the CADA 16th Street Concept Design, for reference purposes, existing building footprints or the relevant portions of the building footprints should be included in the as-built drawings.
- e. Prepare Geometric analysis of proposed improvements, including but not limited to lane lines, right-of-way lines, gutters, detectable warning strips, bulbout geometries, parking and other critical items. Consider truck and bus turning movements in relation to the proposed improvements.
- f. Conduct traffic and/or parking analyses required for the environmental document.
- g. Conduct a drainage analysis documenting existing and proposed drainage facilities within the project area.
- h. Prepare Utility "A" letters. Identify any right-of-way that may need to be acquired and prepare plat maps showing the location of such right-of-way.
- i. Identify all agencies with permitting authority over any aspect of the PROJECT and maintain communication and coordination efforts

with such agencies throughout all phases of the PROJECT. Identify permitting requirements and establish how these requirements will be implemented.

2. Project Design

- a. Design landscape and streetscape elements in accordance with the 16th Street Concept Plan, to the extent that those elements are feasible and in conformance with city standards.
- b. Prepare and submit 30% design plans, circulate the plans with relevant CITY departments and CADA, prepare a revised draft, and incorporate the revised final draft into a Project Report. The 30% design plans shall include, at a minimum, preliminary site plans, cross sections and layout sheets, a tree palette, and identification of planter areas and tree locations.

3. Project Construction Budget

- a. Prepare a PROJECT construction budget based on the 30% design plans and including City and Consultant management costs, permit costs, fees, and a PROJECT contingency. The budget shall include a block-by-block cost estimate to facilitate planning for a staged construction process, in anticipation of budget constraints that may make phasing necessary. By way of example, CADA will provide the CITY with the block-by-block budget prepared based on the 16th Street Concept Plan. As is the case with the CADA 16th Street Concept Plan, the budget shall also be presented in summary form so that PROJECT components are costed out and grouped by type, such as "bulbouts", "streetlights", signage, etc. CADA will provide the CITY with the summary budget prepared based on the 16th Street Concept Plan.

EXHIBIT C- PROJECT SCHEDULE

(dated 11-22-10)

ID	Task Name	Qtr 3	Qtr 4	Qtr 1
1				
2	Project Initiation			
3	CADA Board Approves Agreement			
4	City Council Approves agreement w/ CADA and Cre			
5	Budget loads CIP and work is commenced			
6	CIP is established			
7	Develop 30% Design Plans Based Upon CADA Conc			
8	Receive CADD Files from CADA			
9	Survey of 16th Street			
10	Draft Plans Review Concepts			
11	Project Management Review			
12	Send out Utility "A" Letters			
13	City Discipline Reviews, Plan Development			
14	First City Plan Review			
15	Utilities Review			
16	Traffic Engineering Review			
17	Civil Engineering Review			
18	Urban Forestry			
19	Street Lighting			
20	Review and Respond to Comments & Revise P			
21	Meet With CADA review Comments			
22	Second City Plan Review			
23	Utilities Review			
24	Traffic Engineering Review			
25	Civil Engineering Review			
26	Urban Forestry			
27	Street Lighting			
28	Review and Respond to Comments & Revise P			
29	Meet with CADA review comments and finalize			
30	30% Plans Approved By City Staff		6/20	
31	Optional Hold Public Meeting		6/20	
32	Environmental documentation, Anticipated Catagoric			
33	Procure Consultant			
34	Complete Preliminary Environmental Assessment (
35	Caltrans/FHWA Concurs with PES determination, n			
36	CEQA Documentation (Cat Ex)/City EPS Concurs v			
37	Catagorical Ex Received from Enviro Planning		8/8	
38	City Council Approves Catagorical Exemption			
39	Caltrans /FHWA Approves Cat Ex for NEPA			
40	Project Report			
41	Draft Project Report			
42	Route For Engineering Division Approvals			
43	Project Approved			
44	Provide Copies of Approved Plans and Project Rep			12/26

Project: Schedule
 Date: Mon 11/22/10 11.5.10
 B.

Task
 Split

EXHIBIT D – PROJECT BUDGET

**(dated 11-5-10, prepared by Jesse Gothan, City of Sacramento Department
of Transportation)**

Prepared By: Jesse Gothan
 Project: 16th Street Streetscape Plan Budget
 11/5/2010

Project Management	Task	Hours	Cost/Hour	Budget
Supervising Engineer	Project Review	40	\$ 177.00	\$ 7,080.00
Associate Engineer	Project Management/Project Report/Contract Administration	200	\$ 136.00	\$ 27,200.00
Senior Planner	Environmental CEQA Review	80	\$ 130.00	\$ 10,400.00
Engineering Technician	Drafting Design	160	\$ 100.00	\$ 16,000.00
Survey Technician	Survey	260	\$ 120.00	\$ 31,200.00
Administrative Tech	Invoicing	20	\$ 80.00	\$ 1,600.00
Supervising Financial Analyst	Budget Review	10	\$ 140.00	\$ 1,400.00
Contracts Manager	Contract Review Execution	20	\$ 130.00	\$ 2,600.00
Discipline Reviews				
Associate Engineer	Traffic Engineering Review	80	\$ 136.00	\$ 10,880.00
Associate Engineer	Utilities review	40	\$ 136.00	\$ 5,440.00
City Arborist	Urban Forrestry	40	\$ 136.00	\$ 5,440.00
Senior Engineer	Electrical Review	40	\$ 150.00	\$ 6,000.00
Associate Engineer	Civil Design Review	40	\$ 136.00	\$ 5,440.00
Environmental				
Enviromental Planner	CEQA Documentation	55	\$ 130.00	\$ 7,150.00
Enviromental Planner	Noticing	1	LS	\$ 2,000.00
Planning Consultant	NEPA Documentation/Tech Studies	1	LS	\$ 20,000.00
		Total Hours	1087	Total Budget \$ 159,830.00

Note: Cost per hour includes labor, indirect costs, and benefits.