



City of Sacramento City Council

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

Meeting Date: 3/6/2012

Report Type: Consent

Title: Agreement: South Sacramento Corridor Phase II Project

Report ID: 2012-00199

Location: Regional Transit's South Sacramento Corridor Phase II Project: A 4.3 mile extension of Regional Transit's light rail system from Meadowview Road terminating at Cosumnes River College. Council Districts 7 and 8.

Recommendation: Pass a Motion authorizing the City Manager to execute a South Sacramento Corridor Phase II Project Agreement between Regional Transit (RT) and the City for the City to review and approve the construction of RT's South Sacramento Corridor Phase II Project.

Contact: Tim Mar, Supervising Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1- Description/Analysis
- 2 - Background Information
- 3 - Location Map
- 4 -Agreement with Regional Transit

City Attorney Review

Approved as to Form
Jerry Hicks
2/27/2012 11:01:18 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
2/22/2012 2:04:01 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/24/2012 2:23:45 PM



Description/Analysis:

Issue: Approving the South Sacramento Corridor Phase II Project Agreement between RT and the City allows the City to review and approve RT's plan to construct, operate and maintain a new 4.3 mile light rail extension from its current terminus at Meadowview Road to Cosumnes River College.

Policy Considerations: The proposed City Council action is consistent with the City's Strategic Plan goals of improving the transportation system.

California Environmental Quality Act (CEQA): The requested action of approving an agreement is not subject to CEQA.

Sustainability Considerations: The South Sacramento Corridor Phase II Project will reduce traffic congestion, improve access to alternative modes of travel and reduce overall vehicle miles traveled in the south area of Sacramento.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The Agreement is necessary for the City to approve RT's plan to extend their light rail system across and adjacent to City streets.

Financial Considerations: RT is responsible for all costs related to the South Sacramento Corridor Phase II Project including payment of City staff costs to review and approve plans and specifications and provide construction inspection.

Emerging Small Business Development (ESBD): ESBD requirements are not applicable as no goods or services are being purchased.



Attachment 1

Background

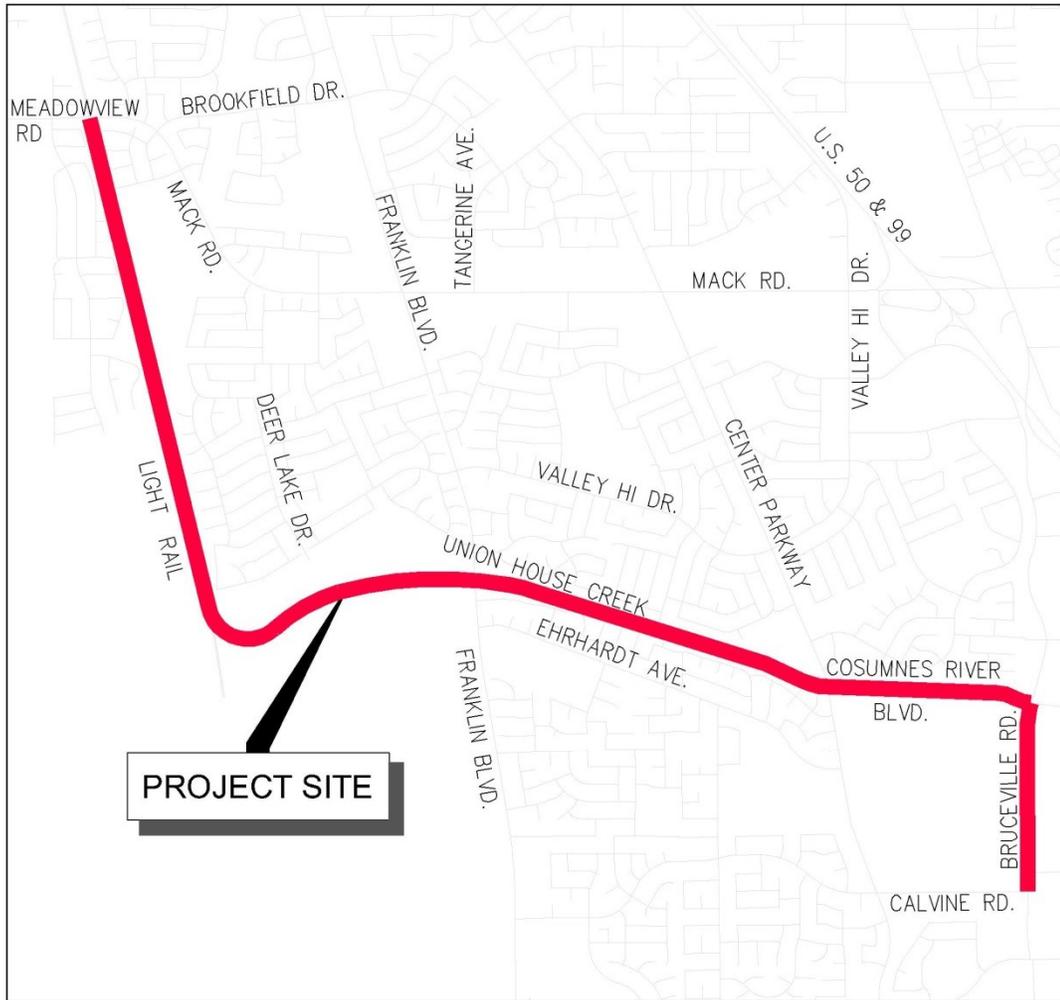
Regional Transit (RT) proposes to construct a 4.3 mile extension of removed space, its light rail system from Meadowview Road south along the Union Pacific Railroad (UPRR) corridor; turning easterly and then along the Cosumnes River Boulevard to Bruceville Road; crossing over Cosumnes River Boulevard at Bruceville Road; and then southerly along Bruceville Road terminating at Cosumnes River College. RT has received bids for the two bridges necessary for the project. The plans and specifications for the light rail track station and system power improvements are to be reviewed and approved by the City.

The South Sacramento Corridor Phase II Project Agreement between RT and the City covers roles, responsibilities and costs as it relates to the Light Rail Extension Project including payment of City staff costs to review and approve plans and specifications and provide construction inspection.



EXHIBIT A

Location map for: South Sacramento Corridor Phase II Project



Date: February 2012





**SOUTH SACRAMENTO CORRIDOR PHASE II PROJECT
LIGHT RAIL PROJECT AGREEMENT
(City Project No:P15029810)**

THIS AGREEMENT is made and entered into on _____, 2011 ("Execution Date"), by and between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation ("RT"), and the **CITY OF SACRAMENTO**, a municipal corporation ("CITY") .

RECITALS

WHEREAS, as part of RT's Blue Line to Cosumnes River College, referred to as the South Sacramento Corridor Phase II Project (SSCP2), RT proposes to build a 4.3-mile extension of its light rail system from Meadowview Road south along the Union Pacific Railroad corridor to Morrison Creek, turning easterly and then generally parallel to Cosumnes River Boulevard to Bruceville Road, and turning south ending at Cosumnes River College in South Sacramento, with light rail stations at Morrison Creek, Franklin Boulevard, Center Parkway and Cosumnes River College; and

WHEREAS, CITY and RT entered into a Project Agreement for the Light Rail Transit Line in Central Sacramento on March 20, 1985 (CITY Agreement No. 84161); and

WHEREAS, CITY and RT entered into a Light Rail Systems Operations Agreement on April 3, 1985 (CITY Agreement No. 84165; hereinafter the "Operations Agreement"); and

WHEREAS, CITY and RT entered the South Sacramento Corridor Project Agreement on February 8, 2001 (City Agreement No. 2000-014); and

WHEREAS, RT is entitled to construct and operate public transit facilities in and across public streets (Public Utilities Code § 102283), subject to issuance of required encroachment permits for installations in CITY rights-of-way (Public Utilities Code § 102288); and

WHEREAS, RT desires to set out PROJECT implementation procedures pertaining to RT's modification of CITY streets, facilities and utilities to begin providing service by 2015.

WITNESS

NOW, THEREFORE, RT AND CITY AGREE AS FOLLOWS:

1. PURPOSE. For the purpose of this Agreement, "PROJECT" means that portion of South Sacramento Corridor Phase II Project (SSCP2) located within CITY rights-of-way. This Project Agreement for South Sacramento Corridor Phase II Project (SSCP2) is intended to supplement CITY Agreements No. 84161 and No. 84165 but, to the extent it is inconsistent with those agreements, is intended to control over those agreements with respect to this PROJECT.

2. CITY'S PERMISSION. CITY grants permission to RT to construct the PROJECT in CITY's rights-of-way as shown on the PROJECT Plans and Specifications. That construction includes, but is not limited to: installation of tracks, underground ducts for traction power feeder lines, overhead catenary wire and support system, traction power poles, drainage facilities, storm drainage detention basins, lighting standards, soundwalls, bridge structures, tree removal, protective barriers where required, landscaping, sidewalks, curb cuts, crossing gates, warning devices, utility relocations and other appurtenances necessary to complete construction and operate the PROJECT, in accordance with the CITY-approved Plans and Specifications. Rerouting, demolition and reconstruction of CITY streets, CITY utilities and other CITY facilities caused by or directly related to the PROJECT is authorized only if shown on the CITY-approved Plans and Specifications or any CITY-approved changes thereto. RT will comply with any tree removal requirements established for the PROJECT by the CITY.

3. APPROVAL OF PLANS AND SPECIFICATIONS. RT will submit all plans and specifications for design and construction of the PROJECT in CITY rights-of-way to the CITY's Director of Transportation or authorized representatives ("DIRECTOR") and to the CITY's Director of Utilities or authorized representative ("UTILITIES DIRECTOR") for review and approval in accordance with the Operations Agreement.

If construction contracts are to be awarded for various segments of the PROJECT, RT will submit Plans and Specifications as each Invitation to Bid is prepared for the various segments of the PROJECT. CITY must approve or disapprove RT's Plans and Specifications within 30 calendar days of receipt. If CITY disapproves RT's Plans and Specifications, RT will make required changes and resubmit the Plans and Specifications to CITY for its review and approval, as provided herein. CITY may not unreasonably disapprove or condition its approval of RT's Plans and Specifications.

RT will not commence any work or improvements within CITY rights-of-way until RT obtains approval by the DIRECTOR and UTILITIES DIRECTOR of the final RT Plans and Specifications for such work or improvements. All work within CITY rights-of-way must be performed in strict conformity with the Plans and Specifications approved by the DIRECTOR and UTILITIES DIRECTOR.

Any significant change of design after bidding will require the approval of the DIRECTOR and UTILITIES DIRECTOR. No work may be performed within CITY rights-of-way pursuant to such change(s) of design until such approvals are given, which approvals may not be unreasonably withheld. The term "significant change" as used above is defined as any change in the approved Plans and Specifications that directly affects the operation and quality, or involves the relocation or modification, of any CITY services, improvements, property or other facilities.

The approvals of the DIRECTOR and UTILITIES DIRECTOR referenced above will be evidenced by the signatures of all authorized representatives on the title sheet of the Plans and Specifications.

RT will construct all CITY Facility Improvements in compliance with all current applicable federal, state, and CITY standards and requirements, including without limitation the CITY's most current Standard Specifications and addendum and the CITY's Design and Procedures Manual.

4. ENCROACHMENT PERMIT. No PROJECT work may commence for any improvements within CITY rights-of-way until RT obtains an encroachment permit from the CITY for such work. Upon approval by CITY of Plans and Specifications for the PROJECT, CITY will grant to RT, at no cost to RT other than those costs provided for herein, all CITY permits necessary for any approved PROJECT activities.

5. CONSTRUCTION OF OFF-SITE IMPROVEMENTS. CITY may require off-site improvements, such as storm water pollution prevention or detention of water runoff, and RT must undertake such improvements where the parties agree that the need for such improvements is caused by, or directly related to, the PROJECT. If the need for off-site improvements arises in part due to CITY projects, the cost of such improvements will be governed by Section 7, "Betterments", below.

6. PROJECT COSTS

- A. Unless otherwise specifically provided herein, RT will pay all costs resulting from construction of the PROJECT, including the costs of replacing all existing facilities and improvement, any and all betterments required by the nature and extent of RT's construction and/or future operation of PROJECT. RT will reimburse CITY for actual costs incurred by CITY to perform design review and construction inspection of work affecting CITY property and facilities, including direct labor costs of CITY employees and appropriate indirect costs.

Upon execution of this Agreement, RT will provide an estimate of value of public improvements to be constructed as part of PROJECT. CITY will review and approve the estimate. RT will provide an initial deposit to the CITY to cover the cost for design review based on the approved estimate pursuant to the CITY's approved fee and deposit schedule.

Prior to issuance of an encroachment permit by City, RT will provide a revised estimate of value of improvements within the City Right of Way to be constructed as part of Project. CITY will review and approve the estimate.

CITY will provide written notice to RT when CITY has expended 90% of the deposit and may request that RT provide an additional deposit based on the CITY's approved fee schedule, the amount of work remaining, and CITY's historical rate of cost accrual for the PROJECT. RT will provide the requested additional deposit within 30 days after receipt of CITY's request.

CITY will provide supporting documentation such as daily field reports, extra work reports, and time cards on a monthly basis or as requested by RT.

RT may dispute any City charges within the supporting documentation. If upon review, a credit is due from CITY to RT, the credit will be applied to the deposit account. Upon expiration of the PROJECT warranty period, CITY must return any unspent funds deposited with the CITY to RT.

7. BETTERMENTS. RT is not obligated to install any betterments to CITY facilities as part of the PROJECT. CITY may not direct RT to install any betterments under either this Agreement or the Operations Agreement without an amendment to this Agreement to address the costs of the requested betterments.

8. INSPECTION. All work affecting traffic operations and any CITY Facilities will be subject to inspection at any time by CITY. CITY will act in good faith to minimize its inspections to those reasonably necessary to ensure that work proceeds in accordance with the approved Plans and Specifications. RT will reimburse CITY for all costs reasonably incurred by CITY to perform such inspections (including without limitation the inspection described in Section 9, below), including the direct labor costs of CITY employees, as well as indirect costs in accordance with the standard cost allocation plan schedule maintained by the appropriate CITY department(s). RT will endeavor to provide notice to CITY at least 24 hours in advance of performance of work on CITY Facilities to assist in scheduling CITY inspections and minimize the time needed for inspections.

9. FINAL ACCEPTANCE OF IMPROVEMENTS TO CITY FACILITIES. Upon its completion of the CITY Facility Improvements, RT will request inspection thereof by the DIRECTOR and UTILITIES DIRECTOR, pursuant to the CITY's Standard Specifications. Upon CITY's acceptance of any CITY Facility Improvements as complete, such Improvements will become the sole and exclusive property of CITY. RT will not file a Notice of Completion for the PROJECT until all CITY Facility Improvements for the PROJECT or such segment are accepted as complete by CITY. RT will take any and all actions necessary to insure that the CITY Facility Improvements are free and clear of all liens and encumbrances of any kind.

10. GUARANTEE OF CITY FACILITY IMPROVEMENTS. RT, at its sole cost, will remedy any defects in the CITY Facility Improvements arising from faulty or defective construction occurring at any time within one (1) year after acceptance thereof as complete by the CITY. If RT fails to remedy any and all such defects within 60 days, after being notified of the defects in writing by CITY, CITY will have the right, but will not be obligated, to repair or cause to be repaired such defects, and RT will pay to CITY on demand all costs and expenses incurred by CITY to repair or cause to be repaired such defects. Notwithstanding anything herein to the contrary, if any defects in the improvements result in a condition that, in the CITY's sole and exclusive judgment, constitutes an imminent hazard to public health or safety, or to any person or property, CITY will have the right to immediately repair or cause to be repaired such defects, with or without prior notice to RT, and RT will pay to CITY on demand all costs and expenses incurred by CITY to repair or cause to be repaired such defects.

11. TEMPORARY WATER SERVICE. CITY will provide water on a temporary basis to the contractor at points of delivery determined by CITY. Temporary water service will be furnished in accordance with and subject to all of the CITY's standard requirements and procedures including compensation to City.

12. SEWER SERVICE AND STORM DRAINAGE. RT is permitted to connect to sanitary sewer, storm drainage and combined storm/sewer lines in CITY's sewer system at mutually-agreed upon locations. Sewer and storm drain service will be provided in accordance with and subject to CITY's standard requirements and procedures.

13. TRAFFIC SIGNAL MODIFICATIONS AND COORDINATION. RT will pay all reasonable costs required for the CITY to implement traffic signal modifications required by CITY (including but not limited to CCTV cameras, updated controllers, video detection, and EVP pre-empt), and RT will pay all costs reasonably incurred by CITY to traffic timing adjustments for 180 calendar days after RT begins revenue service on SSCP2, including costs of outside consultants or contractors, direct labor costs of CITY employees, as well as indirect costs, in accordance with the standard cost allocation plan schedule maintained by the appropriate CITY department(s). CITY must approve the specifications for all components furnished by RT prior to RT's acquisition of such components.

14. WARNING DEVICES. CITY grants permission to RT to install warning devices on CITY streets at locations required by the California Public Utilities Commission ("PUC") to protect the traveling public. The location and installation of overhead electric power and signal lines and all appurtenances thereto above CITY streets at such locations requires approval of the DIRECTOR. RT must obtain all permits from the PUC and pay all costs associated with the installation and maintenance, of warning devices, and overhead lines in accordance with the PUC regulations. Any device required by CITY that is part of CITY's traffic control system will be maintained by the CITY.

15. MAINTENANCE OF PROJECT. Except as otherwise provided in the Operations Agreement and/or in Section 9, above, CITY Facility Improvements will be maintained and repaired by CITY after completion of the PROJECT (including CITY's acceptance of all CITY Facility Improvements as complete).

16. TRACK WARRANTS AND RED TAG PERMITS.

A. TRACK WARRANTS. For planned repairs or access to CITY facilities that will require equipment and personnel to be within ten feet of any light rail track constructed in the public right of way under this Agreement, RT must Grant CITY a Track Warrant within 24 hours of request during the normal business day. If CITY must undertake unforeseen repairs to prevent utility service disruptions and such repairs that will require personnel and equipment to be within ten feet of any light rail track constructed in the public right of way under this Agreement, RT must grant CITY a Track Warrant within 2 hours of request during the normal business day. Track Warrants requested by the CITY, or requested as part of any project to construct or repair CITY facilities that will require equipment and personnel to be within ten feet of any light rail track constructed under this Agreement in the public right of way must be granted at no cost (including design review, inspection, and other enforcement costs incurred by RT). CITY facilities include, but are not limited to, street pavement, storm drains, water lines, sewer mains, street lights, traffic signals, traffic signs and markings.

For CITY construction projects that will require equipment and personnel to be within ten feet of any light rail track constructed under this Agreement in the public right of way, RT must grant track warrants within 5 business days of receipt of request. RT must not deny CITY any reasonable request for a track warrant under this Agreement.

If requested by the CITY, RT will accept applications for and grant track warrants for work that will require equipment and personnel to be within ten feet of any light rail track constructed under this Agreement in the public right of way through email or by fax if the work can reasonably be communicated electronically. RT will develop a reasonable protocol for electronic communication.

Track warrants are not required for emergencies or other exigent circumstances for work that will require equipment and personnel to be within ten feet of any light rail track constructed under this Agreement in the public right of way, but CITY will notify RT as soon as practicable when working within ten feet of any light rail track.

B. RED TAG PERMITS. A Red Tag Permit is required for all work involving equipment capable of coming within 10 feet of the overhead contact system (OCS) or if personnel will be within 10 feet of the OCS. CITY must schedule a Red Tag by sending an email request to redtag@sacrt.com.

The request must contain information about when, where, and how long the Red Tag will be needed. Red Tag request(s) will only be considered during non-revenue hours unless provisions are made for a bus bridge to operate through the duration of the Red Tag. Red Tags will not be provided during peak hours under any circumstances. Red Tag availability is limited. To cancel a scheduled Red Tag, CITY must send an email no later than 4 p.m. the evening before.

17. NOTICE. All notices and other communications under this Agreement will be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications will be directed to the parties at the addresses shown below. 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 Section 17.

CITY: City of Sacramento
Department of Transportation
Attn: Engineering Services Division Manager
City Hall, Room 2000
915 I Street
Sacramento CA 95814

RT: Sacramento Regional Transit District
Attn: Director, Civil and Track Design
PO Box 2110
Sacramento CA 95812-2110

18. BINDING ON SUCCESSORS. This Agreement must inure to the benefit of and be binding upon the heirs, legatees, successors and assigns of the parties hereto; provided that assignment will require approval of the non-assigning party, and any purported assignment without such approval will be void.

19. AMENDMENTS AND APPROVALS. This Agreement may be amended only by a writing signed by both parties. All approvals required by this Agreement will be in writing.

20. AMBIGUITIES. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity will be presumed to be construed against either party.

21. PAYMENTS TO CITY. RT must make any payment or reimbursement to CITY that is required by this Agreement not later than 30 calendar days after receiving an invoice for such payment or reimbursement.

22. ENTIRE AGREEMENT. This Agreement embodies the entire agreement of the parties in relation to the matters herein described, and no other understanding whether verbal, written or otherwise exists between the parties, except as set forth in the Operations Agreement

Executed as of the day first above stated.

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

CITY OF SACRAMENTO

By: _____
DON NOTTOLI, Chair

By: _____
John F. Shirey City Manager

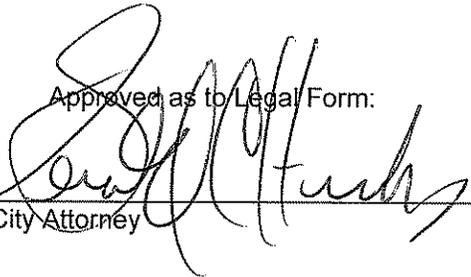
By: _____
MICHAEL R. WILEY
General Manager/CEO

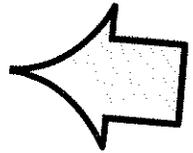
Approved as to Content:

By: _____
DIANE NAKANO
AGM of Engineering & Construction

Approved as to Legal Form:

By: _____
BRUCE A. BEHRENS
Chief Legal Counsel

Approved as to Legal Form:
By: 
City Attorney



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