



City of Sacramento City Council

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

Meeting Date: 5/8/2012

Report Type: Consent

Title: Agreement: State Route 99/Elkhorn Boulevard Improvements Project (T15116400)

Report ID: 2012-00345

Location: State Route 99/Elkhorn Boulevard Interchange , District 1

Recommendation: Pass a Motion authorizing the City Manager to execute a Cooperative Agreement with Caltrans to construct a traffic signal at the northbound off-ramp intersection with Elkhorn Boulevard, and widen Elkhorn Boulevard to allow for additional eastbound capacity between the northbound off-ramp and East Commerce Way.in the amount of \$975,000 for the project.

Contact: Mehrdad Nazeri, Associate Civil Engineer (916) 808-7460; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Funding & Project Development

Dept ID: 15001121

Attachments:

- 1- Description/Analysis
- 2 - Background Information
- 3 - Exhibit A - Location Map
- 4 - Cooperative Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
4/19/2012 2:21:20 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
4/17/2012 8:41:34 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 4/18/2012 1:52:47 PM



Description/Analysis

Issue: This project will construct a traffic signal at the northbound off-ramp intersection with Elkhorn Boulevard, and widen Elkhorn Boulevard to allow for additional eastbound capacity between the northbound off-ramp and East Commerce Way.

The approval of a Cooperative Agreement with Caltrans is necessary to fund the construction of the proposed improvements.

Policy Considerations: This project is in accordance with the City Operating Principles of promoting safety and livability by improving traffic circulation, and relieving traffic congestion.

Environmental Considerations:

California Environmental Quality Act (CEQA): The execution of a Cooperative Agreement is not subject to the provisions of 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. This action will have no effect on the environment, thus is not subject to CEQA.

Sustainability Considerations: This project is consistent with Sustainability Master Plan Air Quality goals to encourage cleaner air practices through the reduction of congestion.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The Cooperative Agreement is required by Caltrans to fund the cost of construction of the proposed improvements. The proposed improvements will reduce congestion and improve level of service.

Financial Considerations: The design and environmental phase of the State Route 99/Elkhorn Boulevard Improvements Project (T15116400) is funded by \$900,000 of the North Natomas Financing Plan (Fund 3201).

The construction of the proposed improvements is to be funded by Caltrans. Originally, the funding of construction was supposed to come from savings from the State Route 99 Proposition 1B Bond fund. However, expenditures in the Proposition 1B State Route 99 program were unexpectedly high and no additional funding is available.

Caltrans is now submitting a fund request for the “State Minor A” program in the amount of \$975,000 for this project. All obligations of Caltrans under the terms of this Cooperative Agreement are subject to the appropriation of resources by the Legislature, the Budget Act authority, and contingent upon the allocation of funds by the California

Transportation Commission (CTC). At this point, it is not known if funding from the Minor A program will be available.

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

This project will construct a traffic signal at the northbound off-ramp intersection with Elkhorn Boulevard, and widen Elkhorn Boulevard to allow for additional eastbound capacity between the northbound off-ramp and East Commerce Way.

The existing intersection of the northbound off-ramp with Elkhorn Boulevard is stop sign controlled which creates inefficiency due to light cross traffic approaching from eastbound Elkhorn Boulevard. The required stop for the off ramp right turning traffic causes excessive delay and queuing on the ramp. Due to the delays caused by the stop sign, queues form on the off ramp and spill back to the mainline, causing operational problems on both State Route 99 and Elkhorn Boulevard.

A traffic analysis conducted by Caltrans indicates that signalization of the northbound off ramp intersection with Elkhorn Boulevard intersection and the addition of a second eastbound lane from the intersection to the East Commerce Way intersection would alleviate significant congestion and improve operations.

As per the City's co-operative agreement with Caltrans, (City Agreement No. 95-217), the City is responsible for the construction of the proposed improvements at the subject interchange.

The design and environmental phase of the State Route 99/Elkhorn Boulevard Improvements Project (T15116400) is funded by \$900,000 of the North Natomas Financing Plan (Fund 3201).

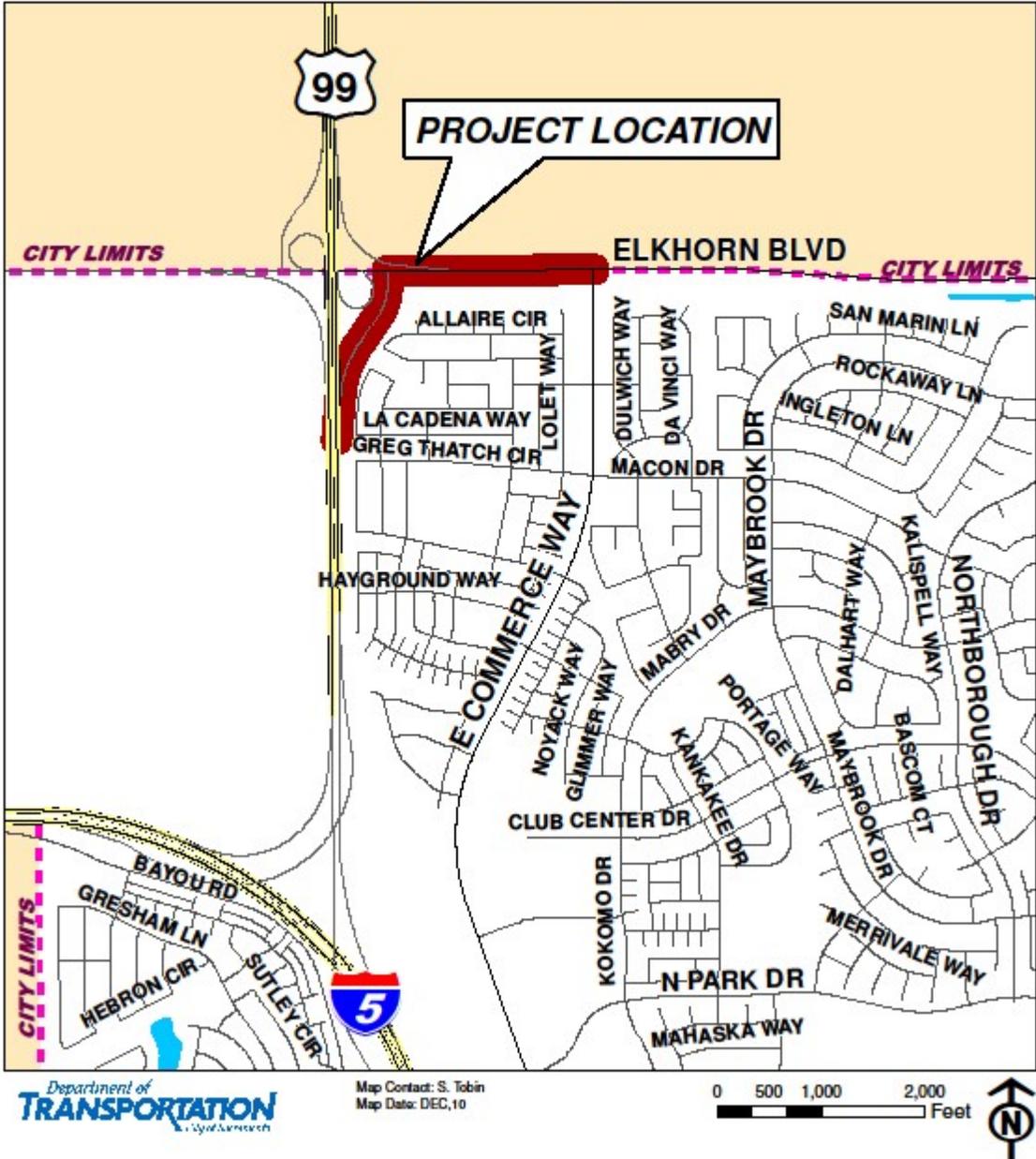
The construction of the proposed improvements is to be funded by Caltrans. Originally, the funding of the construction of this project was to come from savings from the State Route 99 Proposition 1B Bond fund. However, expenditures in the Proposition 1B State Route 99 program were unexpectedly high and no additional funding is available.

Caltrans is now submitting a fund request for the "State Minor A" program in the amount of \$975,000 for this project. All obligations of Caltrans under the terms of this Cooperative Agreement are subject to the appropriation of resources by the Legislature, the Budget Act authority, and contingent upon the allocation of funds by the California Transportation Commission (CTC). At this point, it is not known if funding from the Minor A program will be available.

Currently, Caltrans is also looking into other sources of funding for the construction of this project. In the meantime, the City will continue with the completion of the design and environmental clearance, so when construction funds become available, the project is ready to proceed to the construction phase.

EXHIBIT A

Location Map for State Route 99 / Elkhorn Boulevard Improvements Project (T15116400)



Department of
TRANSPORTATION
City of San Jose

Map Contact: S. Tobin
Map Date: DEC, 10

0 500 1,000 2,000
Feet





COOPERATIVE AGREEMENT State Minor Funds Contribution

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Sacramento, a body politic and a municipal corporation (chartered City) of the State of California, referred to herein as "CITY".

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative Agreement for improvements to the State Highway System (SHS) per Streets and Highways Code sections 114 and 130.
2. This Agreement shall have no force or effect until CITY has obtained an encroachment permit from CALTRANS.
3. CITY intends improve ramp widening and signalization at Sac-99 Elkhorn Blvd. Interchange, referred to herein as PROJECT.
4. CITY will construct PROJECT under the standard CALTRANS encroachment permit process.
5. CALTRANS will pay CITY in the amount of \$975,000 from Minor A funds required for PROJECT.
6. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be constructed and maintained and for CALTRANS' contribution toward PROJECT.

DEFINITIONS

IQA (Independent Quality Assurance) – Ensuring that CITY’s quality assurance activities result in work being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver work or any validation by verifying or rechecking work performed by another partner.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners.

SCOPE

7. CITY is responsible to complete all work for PROJECT.
8. At no cost to CITY, CALTRANS will provide IQA to assure CITY’s work performed in accordance with CALTRANS’ current policies, procedures, standards, and practices

INVOICES & PAYMENTS

9. CITY will invoice CALTRANS for an initial deposit of \$300,000 within ninety (90) days prior to advertisement of construction contract.
10. Thereafter, CITY will submit to CALTRANS monthly invoices for estimated monthly costs based on the prior month’s actual expenditures.
11. After PARTNERS agree that all work for PROJECT is complete, CITY will submit a final accounting for all costs. Based on the final accounting, CITY will refund as necessary in order to satisfy the financial commitment of this Agreement.
12. PARTNERS agree that the total amount of Minor A funds paid out to CITY will not exceed \$975,000.

13. CALTRANS will pay CITY within 30 (thirty) calendar days of receipt of invoices.

GENERAL CONDITIONS

14. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
15. All work performed by CITY, or performed on CITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow and in compliance with the Encroachment Permit requirements and process.
16. If CITY terminates PROJECT prior to completion, CALTRANS shall require CITY, at CITY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to CALTRANS. If CITY fails to do so, CALTRANS reserves the right to finish WORK or place PROJECT in a safe and operable condition and CALTRANS will bill CITY for all actual expenses incurred and CITY agrees to pay said bill within thirty (30) days of receipt.
17. CITY will retain all PROJECT related records for three (3) years after the final voucher.
18. If HM-1 or HM-2 is found during construction, CITY will immediately notify CALTRANS.
19. CALTRANS, independent of PROJECT, is responsible for and pays or cause to be paid any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
20. CITY, independent of PROJECT, is responsible for and pays or cause to be paid any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
21. If HM-2 is found within PROJECT limits, CITY will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
22. HM MANAGEMENT ACTIVITIES costs related to HM-2 are construction support and construction capital costs.
23. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this Agreement. It is understood and agreed that,

CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

24. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY or under this Agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under this Agreement.
25. If work is done under contract (not completed by a CITY's own employees) and is governed by the California Labor Code's definitions of a "public work" (section 1720(a), that CITY will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
26. Unless otherwise documented in a maintenance agreement, CITY will maintain all PROJECT improvements.
27. This Agreement will terminate upon CALTRANS' acceptance of PROJECT.

However, all indemnification, document retention and maintenance articles will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF SACRAMENTO

By: _____
THOMAS L. BRANNON
Deputy, District Director
D3 Programming/Project Management

By: _____
JERRY WAY
Director of Transportation

CERTIFIED AS TO FUNDS:

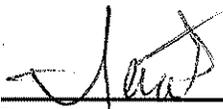
Attest: _____

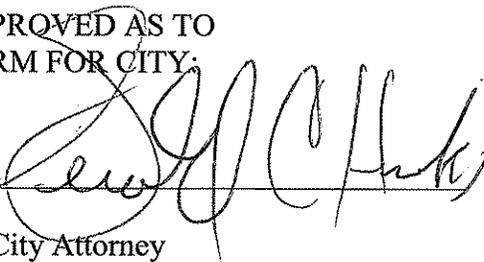
By: _____
District Project Control Officer

City Clerk

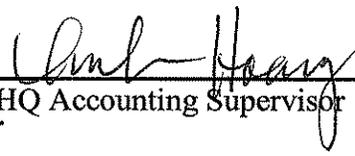
APPROVED AS TO
FORM AND PROCEDURE:

APPROVED AS TO
FORM FOR CITY:

By:  _____
Deputy Attorney

By:  _____
City Attorney

CERTIFIED AS TO FUNDS:

By:  _____
HQ Accounting Supervisor