



City of Sacramento City Council

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

Meeting Date: 5/15/2012

Report Type: Consent

Title: Cooperative Reimbursement Agreement: Accessibility Improvement

Report ID: 2012-00337

Location: Districts 2, 3, 4 & 5.

Recommendation: Pass a Resolution 1) authorizing the City Manager to execute a Cooperative Agreement between the City of Sacramento and Sacramento Regional Transit District, for the City to construct accessibility improvements on behalf of Sacramento Regional Transit District (RT) with RT funding; and 2) appropriating \$175,000 (Fund 3702) to the Public Rights-of-Way Accessibility Program (T15120600).

Contact: Edward Williams, Associate Civil Engineer (916) 808-8288; Nicholas Theocharides, Supervising Engineer (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 - Resolution
- 4 - Exhibit A - Plan Sheets Defining Accessibility Improvements
- 5 - Exhibit B - Spreadsheet Indicating Estimated Costs by Location and the Responsible Agent
- 6 – Agreement with Regional Transit District

City Attorney Review

Approved as to Form
Gerald Hicks
4/19/2012 2:29:13 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
4/11/2012 3:39:08 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 4/18/2012 1:51:57 PM

Description/Analysis

Issue: Sacramento Regional Transit District (RT) is partnering with the City to share costs for the construction of accessibility improvements for persons with disabilities at various locations where light rail trains share or cross city streets.

Policy Considerations: This project is in accordance with the City's Operating Principles of promoting safety and enhancing livability.

Environmental Considerations:

California Environmental Quality Act (CEQA): The installation of accessibility improvement features for persons with disabilities is done for the express purpose of complying with federal and state disability access requirements. 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 the pedestrian facilities and safety in the public right-of-way for persons with disabilities.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The City has an obligation to provide pedestrian accessibility improvements to enhance the public right-of-way and to increase safety. The City and Regional Transit District working cooperatively are able to construct improvements with City crews in a more cost effective manner than Regional Transit advertising through the competitive bid process.

Financial Considerations: The Public Rights-of-Way Accessibility Program (T15120600) has a total budget of \$1,100,000, consisting of local transportation funds. The total estimated project cost is \$350,000 for accessibility improvements at and near light rail stations. As of March 30, 2012, the unobligated program balance is \$896,943. Approval of the Cooperative Agreement between the City of Sacramento and Sacramento Regional Transit District in the amount of \$175,000 (Fund 3702) will increase the total budget to \$1,275,000 and the unobligated balance to \$1,071,943. These funds are sufficient for the construction of the Public Right-of-Way Accessibility Program improvements and to cover the construction management costs.

There are no general funds planned or allocated for this project.

Emerging Small Business Development (ESBD): Not applicable as City crews will be doing the construction.

Background

In June 2009, Sacramento Regional Transit District (RT) staff approached the City regarding working together to construct accessibility improvement features for persons with disabilities. These improvements will include but are not limited to the construction of curb ramps, detectable warning devices and guide strips, and will be constructed at various locations where light rail trains share or cross city streets.

During June 2010 through December 2010, the City constructed improvements at 28 locations adjacent to Light Rail tracks or stations. Regional Transit would like to continue partnering with the City to construct additional improvements.

The improvements will be constructed by City crews and will be funded jointly by the City and RT, with each agency funding its fair share of improvements. The parties may, subsequent to the execution of this agreement, transfer responsibility for an accessibility improvement from one party to the other if both parties are in agreement.



RESOLUTION NO.

Adopted by the Sacramento City Council

EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND SACRAMENTO REGIONAL TRANSIT DISTRICT AND APPROPRIATION OF FUNDS

BACKGROUND

- A. City and Regional Transit (RT) contemplate construction of accessibility improvements including curb ramps, detectable warnings and guide strips (“accessibility improvements”) at various locations where light rail vehicles share or cross City streets.
- B. Regional Transit has requested and the City is willing to construct accessibility improvements which are the responsibility of RT in addition to construction of accessibility improvements which are the responsibility of the City, and in return RT will reimburse the City for the cost of its improvements.
- C. As the responsible agency, the City will deliver the improvements in accordance with the cooperative reimbursement agreement between the City and Sacramento Regional Transit District, and the Transit District will provide its fair share of funding to the City in an amount not to exceed \$175,000. The City is providing a match to RT’s funding with a not to exceed amount of \$175,000 through the Public Rights-of-Way Accessibility Program (T15120600).

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

- Section 1. The City Manager is authorized to execute a Cooperative Reimbursement Agreement with Sacramento Regional Transit District to provide reimbursement to the City for its share of accessibility improvements constructed by the City in an amount not to exceed \$175,000. City will provide a match to RT’s funding with a not to exceed amount of \$175,000 through the Public Rights-of-Way Accessibility Program (T15120600).
- Section 2. The FY11/12 Capital Improvement Program is amended by appropriating \$175,000 (Fund 3702) from the Sacramento Regional Transit District to the Public Rights-of-Way Accessibility Program (T15120600).

Section 3. Exhibit A is incorporated into and made part of this resolution

Section 4. Exhibit B is incorporated into and made part of this resolution

Table of Contents:

Exhibit A: Plan sheets defining accessibility improvements.

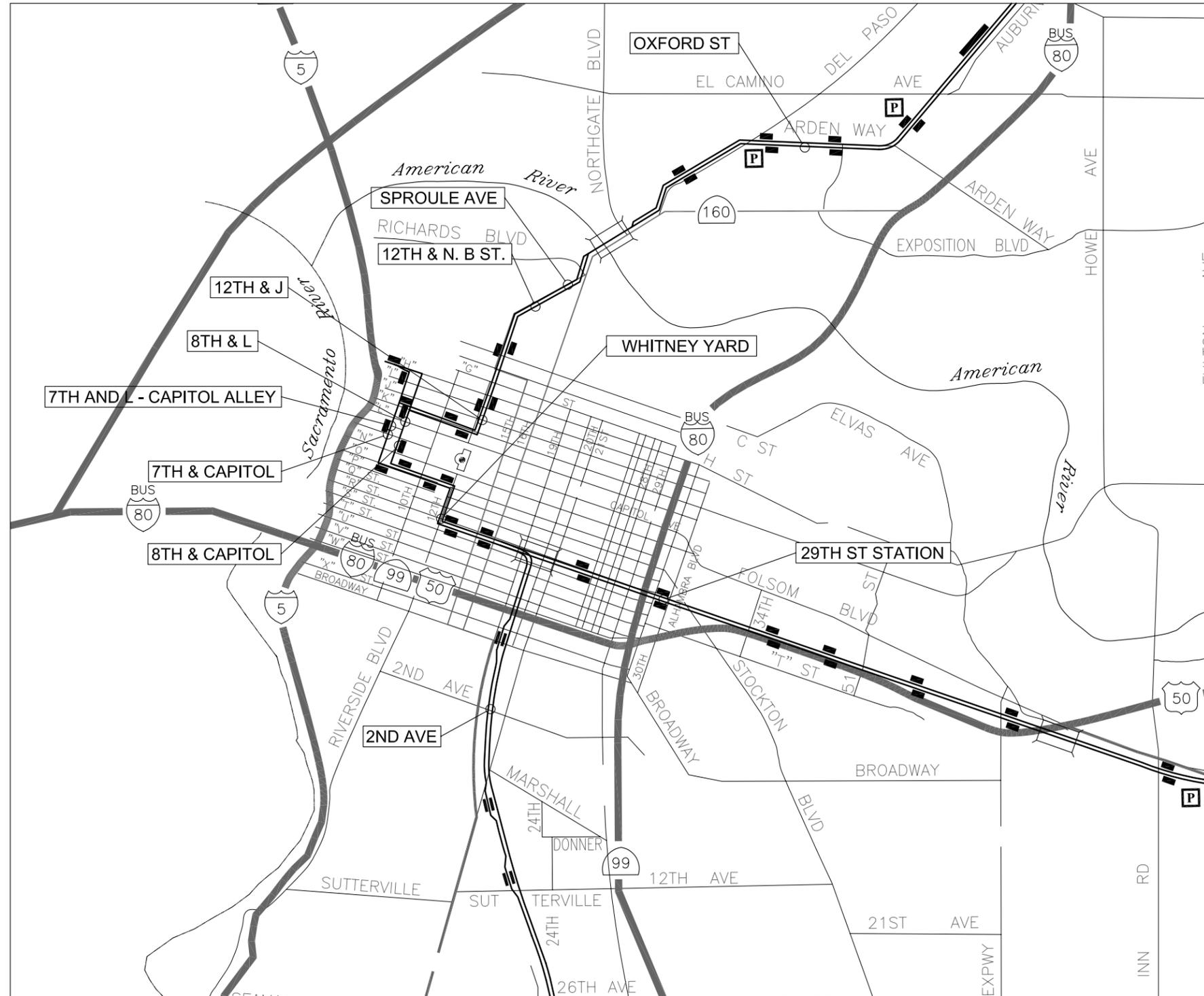
Exhibit B Spread sheet indicating estimated costs by location and the responsible agency.



SACRAMENTO REGIONAL TRANSIT DISTRICT

EXHIBIT A

PROJECT PLANS FOR ADA TRANSITION PLAN IMPROVEMENTS



LOCATION MAP

LIST OF DRAWINGS

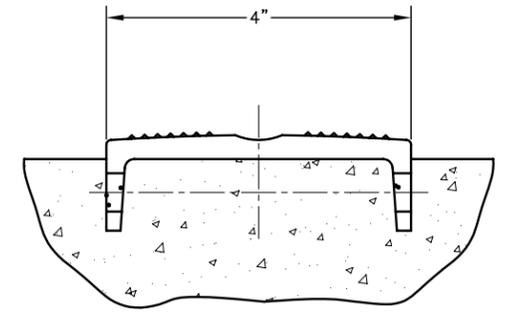
SHEET #	DRAWING #	INTERSECTIONS ON DRAWING
1	G-1	TITLE SHEET
2	G-2	GENERAL NOTES
3	C-10	OXFORD ST, WHITNEY YARD PEDESTRIAN PATH, 8TH & L ST, 12TH & J ST, 2ND AVE
4	C-11	12TH & NORTH B ST, SPROULE ST, 29TH ST STATION, 7TH & L-CAPITOL ALLEY, 8TH & CAPITOL, 7TH & CAPITOL

GENERAL NOTES

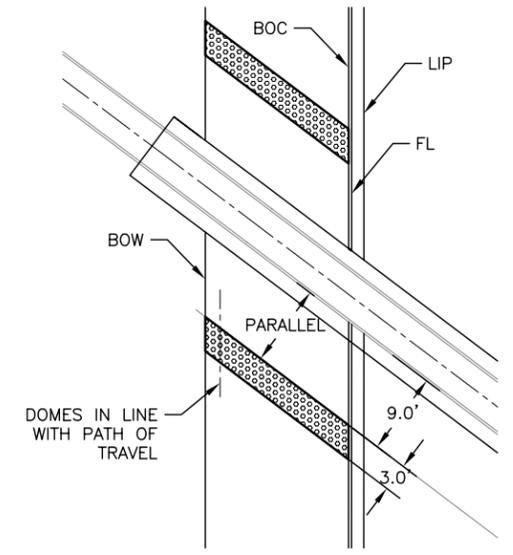
- DRAWINGS NOT TO SCALE.
- DETECTABLE WARNING TILE DIMENSIONS ARE APPROXIMATE AND MUST TO ADJUSTED IN THE FIELD TO MEET CITY AND RT STANDARDS.
- DWT DOMES ARE IN LINE WITH PATH OF TRAVEL. DWT EDGE IS PARALLEL TO TRACK, SEE DETAIL THIS SHEET.
- ALL RAMPS WILL BE CHECKED FOR COMPLIANCE WITH ALL APPLICABLE REGULATIONS. IF RAMP IS NOT COMPLIANT WITH GOVERNING REGULATIONS, RAMP WILL BE RECONSTRUCTED TO MEET OR EXCEED GOVERNING REGULATIONS PRIOR TO PLACEMENT OF DETECTABLE WARNING TILES.
- ALL DETECTABLE WARNING TILE WILL BE PLACED WITH THE EDGE CLOSEST THE TRACK EITHER 9' TO THE NEAREST RAIL, OR 3"-6" BEHIND THE CROSSING GATE APPURTENANCES OBSTRUCTING THE PATHWAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER.
- EACH SITE MUST BE WALKED WITH THE ENGINEER TO ESTABLISH MUTUAL UNDERSTANDINGS AND EXPECTATIONS FOR SITE CONSTRUCTION.
- CONTRACTOR MUST TAKE PHOTOS OF EXISTING CONDITIONS PRIOR TO BEGINNING ANY CONSTRUCTION.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS, DATED JUNE, 2007. THE CONTRACTOR SHALL OBTAIN AND USE ALL APPLICABLE ADDENDUMS.
- THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL EXISTING UTILITIES AND FOR THE PROTECTION OF AND REPAIR OF DAMAGE TO THEM. CONTACT UNDERGROUND SERVICE ALERT 1-800-642-2444, 48 HOURS BEFORE WORK IS TO BEGIN.
- RESPONSIBILITY FOR FINAL ACCEPTANCE OF LINE AND GRADE BY THE CITY OF SACRAMENTO WILL BE ASSUMED ONLY IF CONSTRUCTION STAKES ARE SET BY THE CITY SURVEY CREWS OR THEIR DESIGNATED REPRESENTATIVE. CITY WILL SET CONSTRUCTION STAKES ONLY IF SO INDICATED ON THE "NOTICE TO PROCEED" WITH CONSTRUCTION ISSUED FOR THIS PROJECT. CONTACT CITY OF SACRAMENTO CONSTRUCTION SECTION TWO (2) WORKING DAYS IN ADVANCE FOR CONSTRUCTION STAKES WITHIN PUBLIC RIGHT-OF-WAY.
- FOR ALL TRENCH EXCAVATIONS 5 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF INDUSTRIAL SAFETY (2424 ARDEN WAY, SUITE 165, SACRAMENTO --PHONE 916-263-2800) PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND FURNISH, INSTALL, AND MAINTAIN TEMPORARY SIGNS, BRIDGES, BARRICADES, FLAGMEN, AND OTHER FACILITIES TO ADEQUATELY SAFEGUARD THE GENERAL PUBLIC AND WORK, AND TO PROVIDE FOR THE PROPER ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC. CONSTRUCTION OPERATIONS SHALL COMPLY WITH THE WORK AREA AND TRAFFIC CONTROL HANDBOOK (WATCH). THE CONTRACTOR SHALL PROVIDE TO THE CITY TRAFFIC ENGINEER FOR REVIEW, A PLAN SHOWING TRAFFIC CONTROL MEASURES AND/OR DETOURS FOR VEHICLES AFFECTED BY THE CONSTRUCTION WORK. THE APPROVED PLAN SHALL BE DELIVERED TO THE CONSTRUCTION INSPECTOR PRIOR TO THE IMPLEMENTATION OF TRAFFIC CONTROL MEASURES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RECORD DRAWINGS FOR ALL WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS SHALL RECORD THE LOCATION AND GRADE (CITY DATUM) OF ALL UNDERGROUND IMPROVEMENTS CONSTRUCTED AND SHALL BE DELIVERED TO THE CONSTRUCTION INSPECTOR PRIOR TO, AND IN CONSIDERATION, OF THE CITY'S ACCEPTANCE OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS OR MARKERS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE AND SEWER FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL NEW DRAINAGE AND SEWER IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
- IF UNUSUAL AMOUNTS OF BONE, STONE OR ARTIFACTS ARE UNCOVERED, WORK WITHIN 50 METERS OF THE AREA SHALL CEASE IMMEDIATELY AND A QUALIFIED ARCHAEOLOGIST SHALL BE CONSULTED TO DEVELOP, IF NECESSARY, MITIGATION MEASURES TO REDUCE ANY ARCHAEOLOGICAL IMPACT TO A LESS THAN SIGNIFICANT EFFECT BEFORE CONSTRUCTION RESUMES IN THE AREA.
- AGGREGATE SUBBASE SHALL CONFORM TO CALTRANS SPECIFICATIONS DATED: JULY, 1992 A.S.B., SECTION 25.
- IF WORK SHOWN ON THESE PLANS HAS NOT COMMENCED WITHIN TWO YEARS FROM THE DATE OF THE CITY'S ACCEPTANCE OF THE PLANS, A SUBSEQUENT PLAN REVIEW AT THE CITY'S DISCRETION AND THE DEVELOPER'S EXPENSE MAY BE NECESSARY.
- CONTRACTOR SHALL COMPLY WITH THE CITY OF SACRAMENTO ADMINISTRATIVE AND TECHNICAL PROCEDURES MANUAL FOR GRADING/EROSION AND SEDIMENT CONTROL.
- CONSTRUCT SURVEY MONUMENT WELL PER STD. DWG. T-350 AT LOCATIONS INDICATED ON THE FINAL MAP.
- CONCRETE RESTORATION: COLOR OF NEW CONCRETE SHALL MATCH ADJACENT EXISTING CONCRETE BY ADDING LAMP BLACK.
- THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.
- ALL MATERIALS TO BE REMOVED AND SALVAGED, SHALL BE DELIVERED TO THE CITY, THE CITY CORPORATE CENTER NORTH, 918 DEL PASO RD. SACRAMENTO, CALIFORNIA WITHOUT DAMAGE.
- ALL TERMINAL COMPARTMENTS LOCATED ON STANDARDS SHALL BE MOUNTED ON THE SIDE FARTHEST FROM VEHICULAR TRAFFIC, UNLESS OTHERWISE SPECIFIED, OR DIRECTED BY THE ENGINEER.
- THREE FEET OF SLACK SHALL BE PROVIDED IN EACH PULL BOX FOR EACH CONDUCTOR.
- ALL TRAFFIC SIGNAL HEADS SHALL HAVE LOUVERED BACK PLATE AND TUNNEL VISORS.
- ALL EXPOSED RIGID METALLIC CONDUIT STUB/CAPS AND ALL METAL THREADS AND STANDARD SCREW JOINT SHALL BE PAINTED WITH HIGH ZINC DUST CONTENT PAINT CONFORMING TO THE REQUIREMENTS OF THE MILITARY SPECIFICATION: MIL-P-21035.
- AT ALL JUNCTIONS SUCH AS AT PULL BOXES BASES, AND PEDESTALS WHERE PVC CONDUITS ARE INSTALLED, ALL RIGID GALVANIZED CONDUITS AT THESE LOCATIONS SHALL BE PROVIDED WITH GROUNDING BUSHINGS AND CONNECTED TO THE GROUNDING CONDUCTORS.
- PULL ROPES USED TO PULL CONDUCTORS IN CONDUIT SHALL BE A MINIMUM OF 1/4" DIAMETER.
- ALL EXISTING STRIPING BEING REPLACED MUST BE COMPLETELY REMOVED.
- ALL SIGNS & SIGNALS PLACED MUST COMPLY WITH CALIFORNIA PUBLIC UTILITY COMMISSION GENERAL ORDER NO. 26-D DEFINING REQUIRED CLEARANCES FROM TRACKWAY.

ABBREVIATIONS

AC	ASPHALT CONCRETE
DWT	DETECTABLE WARNING TILE (TRUNCATED DOME TILE)
(E)	EXISTING
(P) OR (N)	PROPOSED
T.N.R.	TO NEAREST RAIL



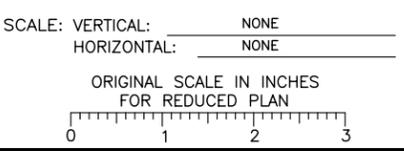
A GUIDANCE TILE SECTION



DWT DOME PATH DETAIL

REVISIONS

MARK	DATE	DESCRIPTION	BY	CHKD
△				
△				
△				
△				



PROJECT ENGINEER:	M. ELY	DATE	
DESIGNED BY:	J. WATSON		
DRAWN BY:	D. BURKES		
CHECKED BY:	J. WATSON		

CI: 4007.02.04
FILE:
SUBMITTAL:



SACRAMENTO REGIONAL TRANSIT DISTRICT
 GENERAL NOTES

G-2
 SHEET

I:\CA\Projects\4007_02_04_DWT.dwg - Grade Crossings\CAD\Design\DESIGN Group 2\G-2.dwg Time: Feb 22, 2012 - 03:27pm
 User: J. Watson
 Plot: D:\Projects\4007_02_04_DWT.dwg - Grade Crossings\CAD\Design\DESIGN Group 2\G-2.dwg
 Xref: X:\DWTBdr.dwg



2012 - Sacramento Regional Transit / City of Sacramento Cooperative Accessibility Project

15-Mar-2012

WO #	LOCATION	NEW C/R	DWT	CITY COST	RT COST	SHARED COST	COMMENTS	RT Fair share	City Fair Share
	NEC No. 12th St & No. B St	No	Yes		E/W		1 - 3'x6' DWT; Surface Repair (RT); Small island w/cobble	\$7,345.00	
	SEC No. 12th St & No. B St	No	Yes		E/W		1 - 3'x6' DWT; Surface Repair	\$500.00	
	SWC No. 12th St & No. B St	No	Yes	N/S			1 - 3'x4' DWT		\$500.00
	SEC No. 12th St. & Sun Beam/Sproule	No	No				Install AC Bearn	\$500.00	
	N/NC No. 12th St. & Sun Beam/Sproule	No	Yes	N/S E/W			2 - 3'x5' DWT; Fill in island walk		\$5,345.00
	NWC No. 12th St. & Sun Beam/Sproule	Yes	Yes	E/W			Single C/Ramp		\$5,400.00
	NEC 8th St. & Capitol Ave.	Yes	Yes	N/S E/W			2 - C/R; 1 (Blended Corner; SW Repair)		\$6,072.80
	SEC 8th St. & Capitol Ave.	Yes	Yes	N/S E/W			2 - C/R; 1 (Blended Corner; SW Repair)		\$6,072.80
	SWC 8th St. & Capitol Ave.	Yes	Yes	N/S	E/W		2 - Single C/R (Blended Cnr); 14' Trench Drain (Add. \$)(RT)	\$5,400.00	\$5,400.00
	SWC & SEC 7th St. & Capitol Ave.	Yes	Yes	N/S	E/W		2 - C/R; 1 (Blended Corner; Planter Strip)	\$8,436.40	\$8,436.40
	NEC 8TH St. & L St.	No	Yes	N/S E/W			2 - 3'x5' DWT		\$1,000.00
	7th St & L St/Capitol Ave Alley	No	No				Sidewalk Repairs Around Tree Wells (50%/50%)	\$750.00	\$750.00
	29th St & R St Sta. (east- bet tracks)	No	No				Cut Out 5' Section 2' from Bullnose	\$5,800.00	
	SEC Oxford and Arden Way	No	Yes	E/W			1 - 3'x4' DWT		\$500.00
	SWC Oxford and Arden (adj. rail)	No	Yes		N/S		2 - 3'x6' DWT; 18' of Guide Strips w/ saw cutting for placement. Relocate Railing & add lower crossbar.	\$4,632.80	
	NWC Oxford and Arden (adj. rail)	No	Yes		N/S				
	NWC 12th St & J St	No	Yes		N/S E/W		25'x3' Blended DWT		\$6,072.00
	SWC 12th St & J St	?	Yes		N/S E/W		2 - 3'x4' DWT; Potential Ramp Compliance Issue?		\$10,800.00
	NEC 2nd Ave & LR Tracks	No	Yes		E/W		Remove PCC; with 4" Guide Strip		\$6,981.00
	SEC 2nd Ave & LR Tracks	No	Yes		E/W		Remove PCC; with 4" Guide Strip		\$6,981.00
	NWC 2nd Ave & LR Tracks	No	Yes		E/W		1 - 3'x4' DWT Wit 4" Guide Strips	\$1,961.00	
	SWC 2nd Ave & LR Tracks	No	Yes		E/W		1 - 3'x4' DWT Wit 4" Guide Strips	\$1,961.00	
	Entire Whitney Yard Ped Path				LS		Multiple Items to be Improved (R&R curb ramp and fenceing, R&R planter & tree with concrete SW, install Type 14 curb and Type 4A curb, place 4' guide tiles and X-walk striping etc.) Cost of Improvements on NWC to be split 50%/50%	\$23,936.00	\$2,700.00
							10% Contingency	\$61,222.20	\$73,011.00
							Total Construction	\$6,122.22	\$7,301.10
							Inspection	\$3,047.40	\$3,634.20
								\$70,391.82	\$83,946.30
							Grand Total	\$154,338	
								45.61%	54.39%



**REIMBURSEMENT AGREEMENT WITH CITY OF SACRAMENTO
FOR ACCESSIBILITY IMPROVEMENTS**

THIS AGREEMENT is made and entered into on _____, 2012, by and between the **CITY OF SACRAMENTO**, a municipal corporation, referred to as "CITY" and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, referred to as "RT."

WITNESS

WHEREAS, CITY and RT entered into an agreement in March 2010 to install detectable warning tile (DWT) at designated grade crossings and at specified light rail stations adjacent to or near city sidewalks; and

WHEREAS, the estimated costs to complete work at locations identified as priority "A" locations in the CITY and RT's March 2010 agreement came in under budget; and

WHEREAS, RT and CITY desire to continue with the cost sharing model set forth to perform the installation of the priority "A" and "B" DWT locations set forth in Attachment 1 and hereinafter referred to as "Improvements"; and

WHEREAS, the total estimated cost for all accessibility Improvements covered by this Agreement is estimated to be \$154,338. CITY and RT agree to pay a proportionate share equal to the cost of the accessibility improvements for which each entity is responsible.

NOW, THEREFORE, it is mutually agreed as follows:

1. Upon execution of this Agreement, CITY will commence and thereafter diligently prosecute construction of the accessibility Improvements, in compliance with federal and state disability access requirements and guidelines. CITY will complete the work on the Improvements identified in Attachment 1 no later than December 31, 2012.
2. A. The cost to complete the accessibility improvements are identified by location in Attachment 1. RT and CITY have agreed to allocate a total of \$154,338 to complete as many locations as is feasible within the allocated budget. RT's share of the total contribution to complete the work is based on the estimated cost for the construction of the Improvements included in Attachment 1. The maximum financial obligation of RT for its fair share cost to CITY for the construction of the Improvements must not exceed the amount of \$70,391.82. The maximum financial obligation of CITY for its fair share of cost for the construction of Improvements must not exceed the amount of \$83,946.30. Payment for work will be made in arrears as described herein below.

The parties will prioritize Improvements to be funded under this Agreement by prioritizing locations for completion of work as follows: (1) those locations for which CITY and RT have joint financial responsibility will be completed first; (2) those locations for which RT has sole financial responsibility will be completed second; and (3) those locations for which CITY has sole financial responsibility will be completed third. Upon completion of work at each location, CITY must determine the total cost to complete the work at that location and provide RT with a detailed accounting identifying the total cost and the amount of funding remaining under this Agreement.

- B. Upon receipt of CITY's properly documented invoice, RT will pay CITY within 30 days from the date of receipt. CITY's invoice will include evidence and/or a statement that

CITY has incurred the costs set out in its invoice. RT reserves the right to require CITY to submit CITY's contractor's invoices to verify that CITY has incurred the costs set out in its invoice. CITY may not invoice RT more frequently than once per month.

- C. If RT disputes any items on an invoice for a reasonable cause, RT may deduct that disputed item from the payment, but may not delay payment for the undisputed portions. RT shall document the amounts and reasons for such deductions to CITY. Unless otherwise agreed, payment against invoice will be delivered by first class mail through the facilities of the U.S. Post Office, postage prepaid, addressed to the applicable party in the manner set forth in Article 12, below.
3. The following criteria will be used in resolving any dispute regarding the financial responsibility for any accessibility improvement included in Attachment 1: (1) whether the accessibility improvement is required because of the presence of light rail tracks or, (2) whether the accessibility improvement would have been necessary without the presence of light rail tracks. The parties may, by mutual agreement, subsequent to the execution of this Agreement, transfer responsibility for an accessibility improvement included in Attachment 1 from one party to another. Notwithstanding the foregoing, RT's financial obligation must not exceed the amount set forth in Article 2 hereinabove.
4. CITY must ensure that any contractor it employs to work on the Improvements complies with Section 107 of the Contract Work Hours and Safety Standards Act and Department of Labor Regulations at 29 C.F.R. Sections 1910 and 1926. CITY must ensure that no laborer or mechanic working on the Improvements will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health and safety as determined under applicable health standards promulgated by the Secretary of Labor, State of California Department of Industrial Relations.

CITY and its contractor must take all necessary precautions for the safety of employees on the work, and must comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Premises where the work is being performed. CITY or its contractor must erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and must post danger signs warning against the hazards created by such features of the work. CITY or its contractor must designate a responsible member of its organization at the worksite whose duty will be the prevention of accidents.

CITY and its contractor must comply with the applicable provisions of the California Occupational Safety and Health Act of 1973 and the Labor Code.

CITY must obtain, at no cost to CITY, a Track Warrant permit from RT to perform any work along the RT track system. A copy of RT's Light Rail Track Warrant permit is provided as Attachment 2.

5. Work along RT's right of way must be coordinated with revenue service operations of the Sacramento Light Rail Transit System (RT Light Rail Operations). RT Light Rail Operations operating conditions are in effect and light rail vehicles (LRVs) will be in revenue service daily from approximately 5:00 a.m. continuous until approximately 1:00 a.m. the next day, seven days a week. LRVs generally run at 15-minute intervals, each direction, with the exception of evening hours and weekend morning, which are scheduled for 30-minute intervals each direction. CITY, or if applicable, its contractor must obtain and must become

familiar with the current "Daily RT Light Rail Operations Light Rail Schedule" and any revisions issued during the term of this Contract.

CITY will cause all work to be performed with regard to time, place and manner so that RT Light Rail Operations scheduled revenue service is not disrupted unless expressly provided otherwise. All work performed by CITY or its contractor in the vicinity of the existing Light Rail track and facilities must be in accordance with RT Light Rail Operations Instructions for Track Warrants in Attachment 2. It is the CITY's, or if applicable, its contractor's responsibility to apply for and secure the Track Warrant for each and every shift of Limited or Full Access construction, as defined below. If CITY or its contractor fails to comply with this requirement, and/or if the CITY or its contractor violate the terms of the Track Warrants, RT will issue a stop work order to CITY or its contractor. The stop work order will be in effect until such time as a Track Warrant is secured and/or the violation is corrected. Any delays or costs associated with this requirement must be borne by CITY.

During hours of revenue service, CITY and/or its contractors will be allowed Limited Access to any track area with RT Light Rail Operations revenue service operations through the construction site and may not work without an RT Flagger, which must be arranged with RT's Wayside Representative, Michael Cormia at (916) 648-8422 at least 72 hours in advance of the work. Limited Access construction is defined as work to be performed within 6' to 10' of the centerline of the operating track, or any work that includes equipment capable of coming in contact with the overhead catenary system. Limited Access construction must be coordinated daily with RT Light Rail Operations through the Track Warrant procedure.

CITY or its contractor's workers must attend a briefing by RT's Flagger before beginning work within 10' of the track. Any workers arriving after the briefing may not work until they have received the briefing. If the work area is too spread out for one Flagger to provide the level of required safety, then more Flaggers will be required. Work in the outlying areas will stop and be cleared of the tracks until additional Flaggers are available, or postponed until the Flagger can move to provide the required safety coverage. Any directions regarding track safety given by the Flagger must be followed immediately.

During the hours when RT Light Rail Operations is not in operation, approximately 1:00 a.m. to 4:30 a.m. daily, CITY and/or its contractors will be permitted Full Access to the existing track and facilities in the construction area. Any work performed on the existing track structure and facilities during Full Access must be restored by CITY or its contractor to complete operating conditions prior to the resumption of scheduled revenue service. Full Access will be coordinated each and every time with RT Light Rail Operations through the Track Warrant procedures.

CITY and its contractors must not perform any work that will require an unscheduled disruption of service at any time. All work must be performed with sufficient labor, materials, and standby equipment to ensure that unscheduled service disruptions do not occur.

6. The duties and obligations imposed upon RT and the CITY under this Agreement are limited in scope and apply only as to those locations identified in Attachment 1. The duties and obligations may not be relied upon by the parties or any third party as evidence of RT and the CITY's respective duties and obligations as to any other locations not identified in Attachment 1.

7. This Agreement supersedes every antecedent and concurrent oral and/or written declaration and/or understanding by and between CITY and RT pertaining to the construction of the accessibility improvements described in Attachment 1.
8. The terms of this Agreement are binding on and inure to the benefit of the parties hereto and their successors and assigns.
9. CITY will be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement and for those third party contracts must: (i) pay directly the third party for all amounts owed, and (ii) indemnify and hold harmless RT from any amounts owed to that third party. Nothing in this Agreement is intended to make the public or any member thereof a third party beneficiary hereunder, nor is any term or condition set forth in the Agreement intended to establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.
10. RT will indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against any and all loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to, reasonable attorney fees, arising from or relating to any act, omissions, or negligence of RT, its officers, agents, or employees in the performance of, or otherwise in connection with construction of the accessibility improvements undertaken pursuant to this Agreement.
11. CITY will indemnify, defend, and hold harmless RT, its officers, agents, and employees from and against any and all loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to, reasonable attorney fees, arising from or relating to any act, omission, or negligence of CITY, its officers, agents, or employees in the performance of, or otherwise in connection with the accessibility improvements undertaken pursuant to this Agreement.
12. Any notice, invoice, or other communication that either party may or is required to give the other must be in writing, and must be sent either by certified U.S. Mail, return receipt requested, or by nationally recognized overnight delivery service, or by facsimile to the following address:

To RT:

Sacramento Regional Transit District
 Attn: Lynn Cain, Director of Facilities
 P.O. Box 2110
 Sacramento, CA 95812-2110
 Phone: (916) 321-5375
 Fax: (916) 557-4541

To CITY:

Department of Transportation
 Attn: Nicholas Theocharides
 Engineering Services Division
 915 I Street, Rm 2000
 Sacramento, CA 95814
 Phone: (916) 808-5065
 Fax: (916) 808-8281

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Executed as of the day first above stated.

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: Michael R. Wiley
MICHAEL R. WILEY
General Manager/CEO

CITY OF SACRAMENTO

By: _____
JOHN F. SHIREY, City Manager

Approved as to Content:

By: Mike Mattos
MIKE MATTOS
Chief of Facilities and Business
Support Services

Approved as to Legal Form

By: Bruce A. Behrens
BRUCE A. BEHRENS

By: [Signature]
CITY ATTORNEY
ATTEST:

By: _____
CITY CLERK

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2012 - Sacramento Regional Transit / City of Sacramento Cooperative Accessibility Project

WO #	LOCATION	NEW C/R	DWT	CITY COST	RT COST	SHARED COST	COMMENTS	RT Fair share	City Fair share
	NEC No. 12th St & No. B St	No	Yes	E/W			1 - 3'x6' DWT; Surface Repair (RT); Small island w/ cobble	\$7,345.00	
	SEC No. 12th St & No. B St	No	Yes	E/W			1 - 3'x6' DWT; Surface Repair	\$500.00	
	SWC No. 12th St & No. B St	No	Yes	N/S			1 - 3'x4' DWT		\$500.00
	SEC No. 12th St. & Sun. Beam/Sproule	No	No				Install AC Bearm	\$500.00	
	N/NC No. 12th St. & Sun Beam/Sproule	No	Yes	N/S E/W			2 - 3'x5' DWT; Fill in island walk		\$5,345.00
	NWC No. 12th St. & Sun Beam/Sproule	Yes	Yes	E/W			Single C/Ramp		\$5,400.00
	NEC 8th St. & Capitol Ave.	Yes	Yes	N/S E/W			2 - C/R; 1 (Blended Corner; SW Repair)		\$6,072.80
	SEC 8th St. & Capitol Ave.	Yes	Yes	N/S E/W			2 - C/R; 1 (Blended Corner; SW Repair)		\$6,072.80
	SWC 8th St. & Capitol Ave.	Yes	Yes	N/S	E/W		2 - Single C/R (Blended Cnr); 14' Trench Drain (Add. S)(RT)	\$5,400.00	\$5,400.00
	SWC & SEC 7th St. & Capitol Ave.	Yes	Yes	N/S	E/W		2 - C/R; 1 (Blended Corner; Planter Strip J)	\$8,436.40	\$8,436.40
	NEC 8th St. & L St.	No	Yes	N/S E/W			2 - 3'x5' DWT		\$1,000.00
	7th St & L St/Capitol Ave Alley	No	No				Sidewalk Repairs Around Tree Wells (50%/50%)	\$750.00	\$750.00
	29th St & R St Sta. (east- bet tracks)	No	No				Cut Out 5' Section 2' from Bullnose	\$5,800.00	
	SEC Oxford and Arden Way	No	Yes	E/W			1 - 3'x4' DWT		\$500.00
	SWC Oxford and Arden (adj. rail)	No	Yes	N/S			2 - 3'x6' DWT; 18' of Guide Strips w/ saw cutting for placement.		
	NWC Oxford and Arden (adj. rail)	No	Yes	N/S			Relocate Railing & add lower crossbar.	\$4,632.80	
	NWC 12th St & J St	No	Yes	N/S E/W			25'x3' Blended DWT	\$6,072.00	
	SWC 12th St & J St	?	Yes	N/S E/W			2 - 3'x4' DWT; Potential Ramp Compliance Issue?	\$10,800.00	
	NEC 2nd Ave & LR Tracks	No	Yes	E/W			Remove PCC; with 4" Guide Strip	\$6,981.00	
	SEC 2nd Ave & LR Tracks	No	Yes	E/W			Remove PCC; with 4" Guide Strip	\$6,981.00	
	NWC 2nd Ave & LR Tracks	No	Yes	E/W			1 - 3'x4' DWT Wit 4" Guide Strips	\$1,961.00	
	SWC 2nd Ave & LR Tracks	No	Yes	E/W			1 - 3'x4' DWT Wit 4" Guide Strips	\$1,961.00	
	Entire Whitney Yard Ped Path			LS			Multiple items to be improved (R&R curb ramp and fencing, R&R planter & tree with concrete SW, install Type 14 curb and Type 4A curb, place 4" guide tiles and X-walk striping etc.) Cost of Improvements on NWC to be split 50%/50%	\$23,936.00	\$2,700.00
							10% Contingency	\$61,222.20	\$73,011.00
							Total Construction	\$6,122.22	\$7,301.10
							Inspection	\$67,344.42	\$80,312.10
								\$3,047.40	\$3,634.20
								\$70,391.82	\$83,946.30
							Grand Total	\$154,338	
								45.61%	54.39%

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SIGN
HERE



Regional Transit

LIGHT RAIL TRACK WARRANT

(Must be submitted at least twenty-four (24) hours in advance)
Track Warrant applications are not accepted weekdays between the hours of 9 a.m and 1:30 p.m.

Company Name: _____ Company Phone _____
 On Site Contact: _____ On Site Phone _____
 Location: _____
 Nature of Work: _____

THIS TRACK WARRANT IS SUBJECT TO THE PROVISIONS INITIALED BELOW:

Initial	Date	Start Time	End Time	Official Use Only			Authorization Number
				Log Time	Supervisor Number	Confirmation Time	
_____	Sunday						
_____	Monday						
_____	Tuesday						
_____	Wednesday						
_____	Thursday						
_____	Friday						
_____	Saturday						

TRACK WARRANT CONDITIONS

- _____ 1. Personnel and equipment to be clear of the nearest rail by 10' minimum.
- _____ 2. High visibility vest must be worn at all times.
- _____ 3. No person/equipment will be within 10' of an overhead wire.
- _____ 4. Notify METRO Control (648-8415) of condition affecting train service.
- _____ 5. Audible required: Horn Gong
- _____ 6. Slow Order: _____ mph from _____ to _____
- _____ 7. Flag protection required.
- _____ 8. Impassable track: From: _____ To: _____
- _____ 9. Will place and remove barricades in track(s).
- _____ 10. Other specific conditions: _____
- _____ 11. Track Warrant may be extended/revised/annulled by METRO Control only.

Print Name: _____ Representative's Signature: _____

<input type="checkbox"/> Approved by: _____	Radio Call #:	Time: _____	Date: _____
<input type="checkbox"/> Revised by: _____	Radio Call #:	Time: _____	Date: _____
<input type="checkbox"/> Annulled by: _____	Radio Call #:	Time: _____	Date: _____

SEE REVERSE SIDE FOR INSTRUCTIONS

Your responsibilities as a holder of a Track Warrant are as follows:

- You **MUST** verify your Track Warrant for each scheduled day of work immediately before beginning work **EACH** day.
- You may do this by phoning METRO Control at (916) 648-8415. This office is open 24 hours a day.
- When you call, you will receive an Authorization Number to enter on your Warrant. Your Track Warrant is **NOT VALID** without this number.
- You must immediately notify METRO Control of **ANY** changes in your work times or conditions.
- The Track Warrant or a copy must be kept at each job site and presented upon demand to authorized personnel.
- Failure to abide by these regulations can result in immediate revocation of this Warrant.
- Your workers and/or subcontractor working under this Warrant must comply with all conditions and instructions.