



City of Sacramento City Council

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

Meeting Date: 2/26/2013

Report Type: Consent

Title: R Street Streetscape Phase III Project

Report ID: 2013-00093

Location: R Street, District 4

Recommendation: Pass a Resolution: 1) establishing the R Street Streetscape Phase III Project (T15135900) as a new Capital Improvement Project; 2) authorizing the City Manager to execute a Memorandum of Understanding with the Capitol Area Development Authority(CADA); 3) authorizing the City Manager to execute an Individual Project Agreement with Sacramento Housing and Redevelopment Agency (SHRA); and 4) appropriating funds to the R Street Streetscape Phase III Project (T15135900).

Contact: Jesse Gothan, Associate Engineer, (916) 808-6897; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Funding & Project Development

Dept ID: 15001121

Attachments:

- 1- Description/Analysis
- 2 - Background
- 3 - Resolution
- 4 - Exhibit A - Location Map
- 5 - Memorandum of Understanding
- 6 - Individual Project Agreement

City Attorney Review

Approved as to Form
Gerald Hicks
2/19/2013 4:34:17 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
2/6/2013 12:59:22 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/19/2013 8:27:08 AM

James Sanchez, City Attorney

Shirley Concolino, City Clerk
John F. Shirey, City Manager

Russell Fehr, City Treasurer

Description/Analysis

Issue: In cooperation with the Capitol Area Development Authority (CADA), the City of Sacramento wishes to initiate a third phase of the streetscaping improvements on the R Street corridor. The project limits are R Street from 13th Street to 16th Street. The project will be funded with a combination of federal demonstration funds, Community Development Block Grant (“CDBG”) funds, and funding provided by CADA, as specified in the Memorandum of Understanding (“MOU”).

Policy Considerations: This project will support the goals of the Central City Community Plan for R Street to be designed as a local, pedestrian scale street (CC.SPD 1.17, 1.18, 1.25).

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The establishment of a Capital Improvement Project (CIP), execution of agreements, and appropriation of funds are 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 and, therefore, is not subject to CEQA.

Sustainability Considerations: This project is consistent with Sustainability Master Plan goals to help improve health of residents by promoting walking and bicycling. This project will also reduce dependence on the private automobile and encourage the use of transit by supporting mixed use transit oriented in-fill development.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The establishment of a CIP, execution of agreements, and appropriation of funds are necessary to pursue this project.

Financial Considerations: The estimated cost to complete the permitting/design phase of the R Street Streetscape Phase III Project (T15135900) is approximately \$950,000. The R Street Streetscape Phase III Project (T15135900) will be funded by the appropriation of \$422,950 (Fund 3703) in Federal Demonstration funds, \$452,050 (Fund 3702) in funding provided by CADA, and \$75,000 (Fund 2700) in Community Development Block Grant (CDBG) funds.

No funds have been identified for the construction phase of the project at this time. The project may be a candidate for federal grant funds for construction in the future.

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

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

Background

In 2006 the City of Sacramento, in collaboration with CADA, prepared the R Street Streetscape Master Plan. The Master Plan called for a variety of improvements on the R Street Corridor between 10th Street and 18th Street which would re-invent the corridor as a high density in-fill development opportunity site which would ultimately provide live/work opportunities and a thriving retail district.

The first phase of the project designed and constructed improvements on R Street between 10th Street and 13th Street. Phase II has nearly finished final design for the segment of R Street between 16th Street and 18th Street. The City and CADA now wish to initiate the third and final phase between 13th Street and 16th Street. The project will entail reconstruction of the roadway wearing surface, new frontages which preserve and respect the historic character of the area, landscaping, on-street parking enhancements, street furniture, pedestrian improvements, and streetscape elements which provide architectural enhancement to the corridor.

Funding for the permitting/design phase of the project is currently available through federal demonstration funds which were obtained for the R Street corridor, Community Development Block Grant funds, and additional funding provided by CADA.

No construction funds have been identified at this time. Due to the high density in-fill development aspects of this project, as well as its proximity to light rail, the project is a strong candidate for federal grant funding in the future.

RESOLUTION NO.

Adopted by the Sacramento City Council

ESTABLISH A CAPITAL IMPROVEMENT PROJECT, EXECUTE A MEMORANDUM OF UNDERSTANDING, EXECUTE THE INDIVIDUAL PROJECT AGREEMENT, AND APPROPRIATE FUNDS FOR R STREET STREETScape PHASE III (T15135900)

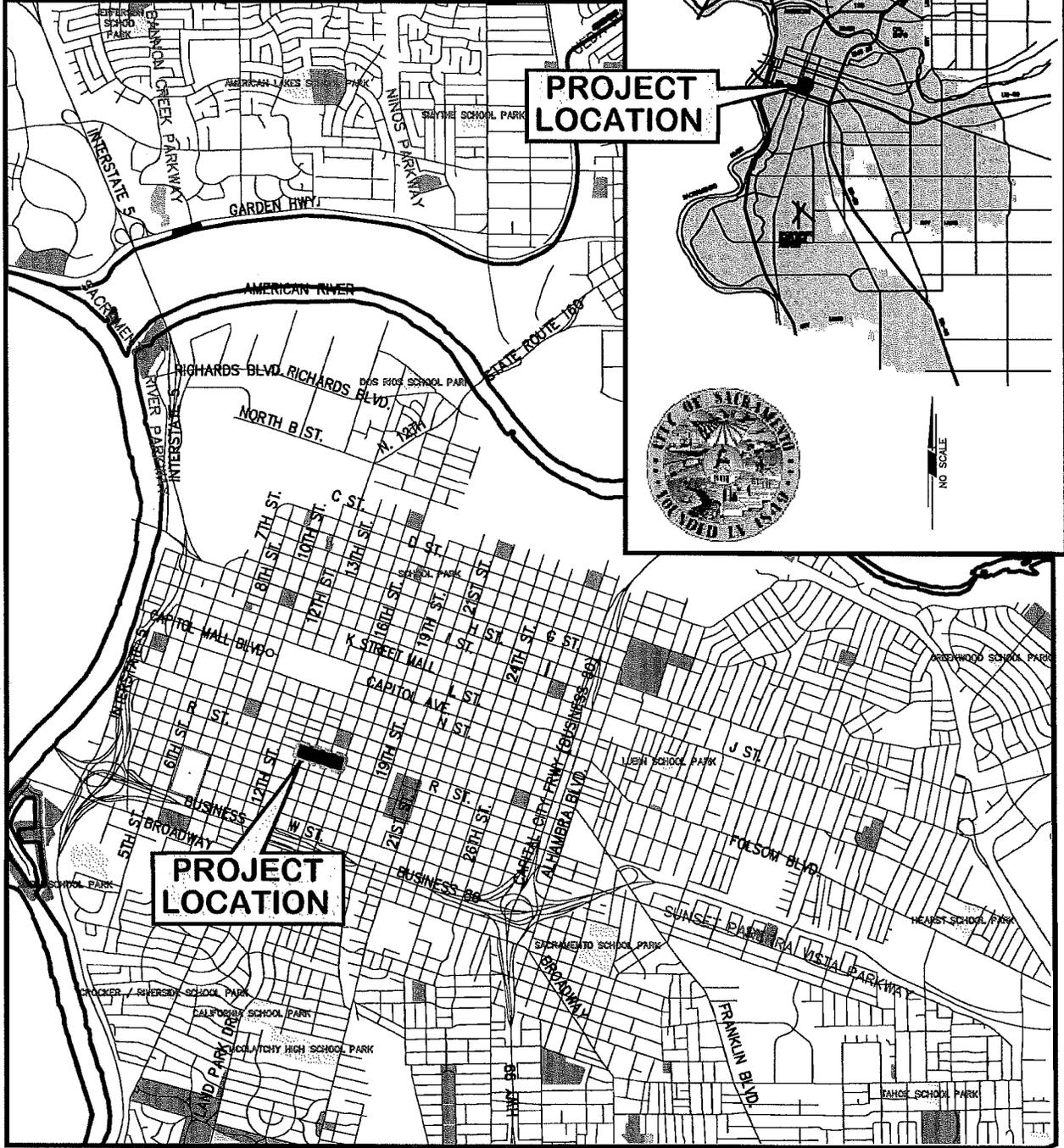
BACKGROUND

- A. In 2006 the City and the Capitol Area Development Authority completed the R Street Streetscape Master Plan.
- B. In cooperation with the Capitol Area Development Authority, the City of Sacramento wishes to initiate a third phase of the streetscaping improvements on the R Street corridor.
- C. Federal funds and funding from Capitol Area Development Authority and Sacramento Housing and Redevelopment Agency are available for permitting and design work at this time.

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

- Section 1. The R Street Streetscape Phase III Project (T15135900) is established as a new Capital Improvement Project.
- Section 2. The City Manager is authorized to execute a Memorandum of Understanding with the Capitol Area Development Authority in the amount of \$452,050.
- Section 3. The City Manager is authorized to execute an Individual Project Agreement with the Sacramento Housing and Redevelopment Agency in the amount of \$75,000.
- Section 4. The FY12/13 Capital Improvement Program is amended by appropriating \$950,000 (\$452,050- Fund 3702, \$75,000- Fund 2700, \$422,950- Fund 3703) to the R Street Streetscape Phase III Project (T15135900).

Location Map for R Street 13th Street to 16th Street Phase III



Map Contact: C.V. Alexander, Map Date: August 2012

CITY OF SACRAMENTO

AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND THE CAPITOL AREA DEVELOPMENT AUTHORITY FOR THE PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENTATION OF THE R STREET IMPROVEMENT PROJECT, PHASE III

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the City of Sacramento, a California Charter City ("CITY") and the Capitol Area Development Authority ("CADA").

1. PURPOSE OF THE PROJECT

In cooperation with the CITY, CADA wishes to design and construct streetscape improvements on the R Street Corridor between 13th Street and 16th Street ("PROJECT"). These improvements would collectively constitute the third and final phase of the R Street Corridor Streetscape Improvements Project.

2. PROJECT DELIVERABLES

CITY, acting through its Department of Public Works ("DPW"), agrees to manage the engineering design, environmental clearance, and construction of the PROJECT. PROJECT activities shall include, but not be limited to, fund management; PROJECT management; engineering design; CEQA and NEPA environmental documentation; Construction Management; and necessary approvals by City Council and Caltrans, as appropriate. Specific PROJECT deliverables include:

2.1. Project Management

CITY shall be responsible for the management of the PROJECT. Project management shall include responsibility for adherence to PROJECT schedule and budget, management of any consultant firms, quality control/quality assurance, and management of PROJECT finances including federal grant funds. Project management shall also include communication/coordination with utility purveyors, stakeholders, other CITY departments, regulatory agencies, and the City Council.

The City will include CADA in all significant Project development meetings related to significant design decisions and reviews.

2.2. Environmental Clearance

CITY has obligated a grant from the federal highway administration in the amount of \$422,950. Due to the planned use of federal funds on the PROJECT, environmental clearance will require both NEPA and CEQA documentation. CITY shall develop 30%

design plans necessary for environmental review, based upon the concepts in the City's R Street Corridor Master Plan and Central City Neighborhood Design Guidelines. It is assumed that the level of environmental documentation will be a Mitigated Negative Declaration for CEQA and a Categorical Exclusion with technical studies for NEPA. CITY will prepare environmental documentation and obtain environmental clearance for CEQA (through City Council) and NEPA (through Caltrans/Federal Highway Administration).

2.3. Community Outreach

In partnership with the CITY, CADA will manage and facilitate any PROJECT public outreach and documentation of public comments. The outreach will include meetings with property owners and two to three PROJECT outreach meetings 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. CITY staff or its technical consultants shall be present at official PROJECT outreach and/or information meetings with key stakeholders and property owners. CADA will not be responsible for completing outreach forms or reports related state or federal outreach requirements, including Title VI surveys.

2.4. Engineering Design

CITY shall prepare a standard City Project Report in order to finalize a scope, schedule, and cost for the PROJECT. The purpose of the Project Report is 1) to establish a clear scope of work and establish the feasibility of the proposed improvements including any environmental mitigations, 2) to determine a PROJECT cost estimate on which programming for design, right of way acquisition (if any), and construction can be based, and 3) to provide a schedule for the final design and construction of the PROJECT. The Project Report shall be approved by the Engineering Services Division of DPW and CADA.

Once a scope, schedule, and budget have been authorized by a Project Report, environmental clearance is complete, and a funding agreement between the City and CADA has been approved, the CITY shall begin the final design phase of the PROJECT. The final design phase will culminate in the production of final construction documents which will enable the DPW to publicly advertise the PROJECT for construction. The final design phase may include engineering design for some or all of the following: streetlighting, traffic operations, parking within the public right of way, drainage, streetscape elements, relocation of public or private utilities, roadway wearing surfaces, sidewalks, accessibility improvements, and landscaping.

All improvements shall be designed to meet applicable City standards for geometrics, operations, accessibility, and maintenance. No landscaping

improvements or non-standard streetscaping elements shall be incorporated into the PROJECT with first identifying a funding source for future maintenance.

2.5. Right of Way

If it is determined that the PROJECT requires the acquisition of any additional Right of Way, the CITY shall be responsible for the preparation of all activities for the transaction(s) including, but not limited to plat maps, legal descriptions, appraisals, title reports, and real estate related correspondence with impacted property owners. Due to the rigorous requirements for Right of Way transactions funded through Federal Highway Administration ("FHWA") sources, CITY shall take the lead on all Right of Way related work and CADA will not engage in any project related Right of Way or Real Estate activity without first consulting the CITY.

2.6. Construction

Once the PROJECT has completed all activities in the Environmental, Engineering Design, Right of Way phases, and funding for construction has been secured, the CITY will publicly advertise the PROJECT for construction. CITY shall also be responsible for Construction Management activities throughout the construction phase.

3. COMPLETION PROCESS AND TIMELINE FOR COMPLETION

CITY shall complete all elements of project delivery in accordance with the CITY processes and procedures. CITY shall make all reasonable efforts to complete the Project Report within eighteen (18) months of the execution date of this agreement. The Project Report will define a final schedule for the remainder of the PROJECT.

4. USE OF CONSULTANTS

CITY may, in its discretion, use CITY staff or consultants to complete the PROJECT deliverables. If CITY deems it necessary to procure consultant services for a scope of work in excess of \$100,000, a publicly advertised Request for Proposals is required and a CADA staff member will participate in the consultant selection process by being a member of the consultant selection committee. CITY reserves the right to contract for any scope of professional services with a cost less than \$100,000 by using DPW consultant service on-call list.

5. PROJECT FUNDING

The current PROJECT budget includes \$422,950 in federal grant funds. It is assumed the CITY and CADA will collaborate to pursue additional federal funds to complete the PROJECT. The estimated PROJECT budget is as follows:

Table 1 – Project Budget (Sources and Uses)

	Total	Federal	Local
PR/Environmental	\$350,000	\$175,000	\$175,000
Final Design	\$600,000	\$248,000	\$352,000
Construction	\$4,000,000	\$3,540,000	\$460,000
Const. Mgmt.	\$450,000	\$220,000	\$230,000
Total	\$5,400,000	\$4,183,000	\$1,217,000

All costs listed in this Agreement are estimated and may be revised by CITY during the Project Report/Environmental phase. CADA is responsible for providing all local funding for the delivery of PROJECT.

City shall seek to program Community Development Block Grant ("CDBG") funding to eligible project costs if such funding becomes available. Any CDBG funding that is available for the project will replace local funds to be provided by CADA for CDBG eligible costs. CDBG funding is eligible for all project costs with the exception of indirect costs incurred through CITY staff hours billed to the project. If CDBG funding does become available, it will be programmed and spent on the nearest term PROJECT expenditures.

In the absence of CDBG funding, CADA shall be responsible for remittance to CITY of \$175,000 for the Project Report/Environmental phase of the PROJECT. The CADA funding of \$175,000 for Project Report/Environmental phase will be provided in the following manner: 1) \$75,000 will be provided within 20 working days following the execution of this agreement; 2) \$50,000 will be provided upon completion and submittal of the draft 30% plans 3) \$50,000 will be provided upon completion of the Project's Final Initial Study document and after it has been scheduled for City approval at Planning Commission or City Council meeting, which ever meeting occurs first.

If CDBG funding is available, it will be applied to the earliest possible eligible project costs. CADA will be billed on a quarterly basis for ineligible project costs.

If the cost for the Project Report/Environmental phase increases before the deliverables are complete, the CITY will attempt to utilize existing federal funds to cover the costs. Nothing in this Agreement obligates CADA or the City to provide additional funding to cover any cost overruns or shortfalls in funding unless the CITY and CADA agree to a written amendment to this Agreement wherein CADA and or the City commits to provide additional funding. At key milestone points during the Project CADA and the City will meet to reassess scope and budget. Parties agree that scope may need to be adjusted to meet based on available budget and anticipated costs.

If the cost for the Project Report/Environmental phase is less than estimated in this agreement, excess funds may be moved to the Final Design phase upon CADA's approval.

A new Agreement or an amendment to this Agreement will be prepared and executed prior to the initiation of the Final Design phase.

6. 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. These meetings will be scheduled in advance of the PROJECT start date and included in the PROJECT schedule.

7. GRANT FUNDING

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

8. 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.

9. 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 parties 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: Ryan Moore, Supervision Engineer

AUTHORITY: Capitol Area Development Authority (CADA)
1522 14th Street
Sacramento, CA 95814-5958
ATTN: Todd Leon, R Street 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.

10. AMENDMENT OF THIS AGREEMENT

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

11. 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.

12. 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.

13. INDEMNITY

City shall protect, defend (with the City Attorney's Office or legal counsel reasonably acceptable to CADA), indemnify and hold harmless the State of California and CADA, and their respective officers, agents, and employees from any and all claims, damages, losses, costs, expenses (including reasonable attorney's fees and actual court costs), injuries, or liabilities or every kind on account of damage to property or injury to person (including death), which directly or indirectly arise from or relate to the acts or omissions of CITY, its officers, agents, employees, contractors and subcontractors with respect to renovation of the PROJECT, except to the extent that such claims, damages, losses, costs, expenses or liabilities result from failure to provide funding or the sole negligence or willful misconduct of the State of California or CADA. Notwithstanding anything in the Agreement to the contrary, the obligations of this paragraph shall survive the termination of this Agreement.

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

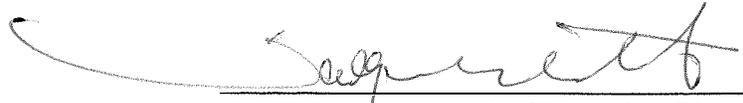
None of the parties to this Agreement will be responsible for providing payments or benefits to the other parties' employees, including without limitation, workers compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

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.

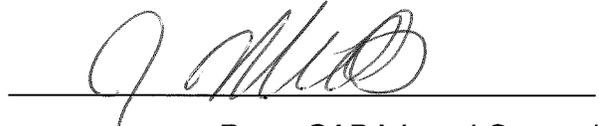
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CAPITOL AREA DEVELOPMENT AUTHORITY



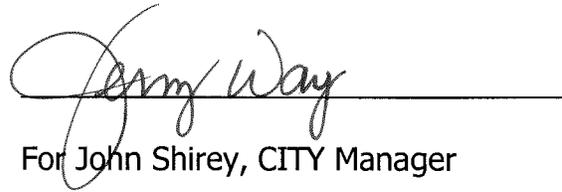
Jacqueline Whitlam, Interim Executive Director

Approved as to Form for CADA:



By: CADA Legal Counsel

CITY OF SACRAMENTO
a California Charter CITY



For John Shirey, CITY Manager

ATTEST:

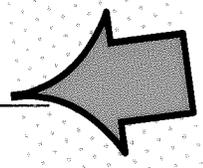
CITY Clerk

APPROVED AS TO FORM:



CITY Attorney

CADA Attorney



**INDIVIDUAL PROJECT AGREEMENT
REGARDING PROVISION OF SERVICES BY THE CITY OF SACRAMENTO**

R STREET PHASE III

RECITALS

A. The City of Sacramento ("City") and the Sacramento Housing and Redevelopment Agency ("Agency") entered into a Master Project Agreement on January 8, 2013.

B. Agency desires to have the City provide the services named in Section 3 below.

C. The Master Project Agreement authorizes the City Manager and Agency's Executive Director to enter into Individual Project Agreement(s) (*Agreement*) for provision of City services to be paid for by funds allocated in the Agency's budget for Community Development Block Grant (CDBG) program that is administered by the Agency.

D. City must comply with all requirements of the Funding Source, and each of them. Agency will cooperate with City in determining the applicable requirements of the Funding Source. The Agency shall use the following Funding Source(s) to pay for the City's services:

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
Community Development Block Grant	14.218	B-13-MC-06-0003	2013	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	\$75,000

AGREEMENT

NOW THEREFORE, Agency and the City agree as follows:

1. The "Effective Date" of this Agreement is the following:

Effective Date: February 15, 2013

2. "Attachments" for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
1	Left Blank Intentionally
2	CDBG and Other Federal Requirements
3	Master Project Agreement

3. The City shall provide the following services by its named departments or divisions ("City Department") on or before the stated completion dates:

Department/ Division	Task	Completion Date	Compensation
Department of Public Works	<p>This IPA is to allocate \$75,000 in City CDBG funds to provide funding for Phase III of R Street Streetscape Master Plan between 13th Street and 16th Street.</p> <p>The project will include, but not limited to:</p> <ul style="list-style-type: none"> • Reconstruction of Roadway • New Frontages • Landscaping • On-Street Parking Enhancements • Street Furniture • Pedestrian Improvements • Streetscape Elements to Provide Architectural Enhancement 	December 31, 2013	\$75,000

4. Unless terminated by either party pursuant to Section 12, below, this Agreement shall expire on December 31, 2013.
5. Agency shall pay City the forgoing compensation for the respective services. In any event, Agency shall pay not more than the following amount as the total compensation for all services rendered by City under this Agreement:

Total compensation for all services:	\$75,000
Source of Funds:	Community Development Block Grant
Payment Schedule:	Quarterly for Eligible Reimbursable Expenses

6. The respective parties shall also fulfill the following special provisions:

Special Provisions
N/A

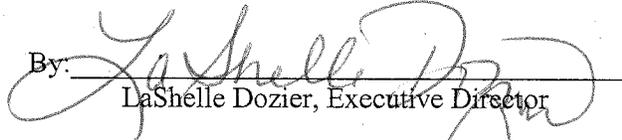
7. The City shall comply with all laws, rules and regulations applicable to the services rendered and the use of the funds from the Funding Source.
8. The City Department shall submit monthly status reports on the services funded by Agency that shall include the name and telephone number of the City Department's contact person.
9. This Agreement may only be amended in writing, duly executed by the City and the Agency.
10. Neither Agency, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify, defend and hold Agency harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.
11. Neither City, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Agency under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Agency shall fully indemnify, defend and hold City harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by Agency under or in connection with any work, authority or jurisdiction delegated to Agency under this Agreement.
12. This Agreement may be terminated by either party upon written notice to the other party, effective thirty (30) days following receipt of such notice by the other party. In any event, this Agreement shall terminate upon the expiration of upon completion of all obligations of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF SACRAMENTO

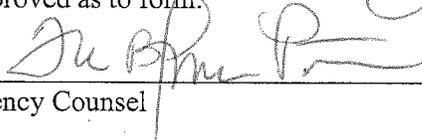
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY:

By: _____
John F. Shirey, City Manager

By:  _____
LaShelle Dozier, Executive Director

Approved as to form:

City Attorney

Approved as to form:
 _____
Agency Counsel

Attest:

City Clerk

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1/2013