

**Meeting Date: 11/19/2013**

**Report Type:** Consent

**Report ID:** 2013-00826

**Title: Fruitridge Road and 58th Street Traffic Signal Improvements Project (T15145000) – Establishment of Capital Improvement Project, Approval of Agreement, and Appropriation and Transfer of Funds**

**Location:** District 6

**Issue:** Establishment of a Capital Improvement Project, execution of an agreement with the Sacramento City Unified School District (SCUSD) and appropriation of funds is needed to proceed with final design and construction of the project.

**Recommendation:** Pass a Resolution 1) establishing a new Capital Improvement Project (CIP) for the Fruitridge Road / 58th Street Traffic Signal Improvements Project (T15145000); 2) authorizing the City Manager to execute an agreement with the Sacramento City Unified School District (SCUSD) and appropriating \$200,000 (Fund 3702) for the Fruitridge Road / 58th Street Traffic Signal Improvements Project (T15145000); and 3) transferring \$200,000 (Fund 2025) from the Traffic Operations Center Program (S15101300) to the Fruitridge Road / 58th Street Traffic Signal Improvements Project (T15145000).

**Contact:** David Edrosolan, Senior Engineer (916) 808-5974; Hector Barron, City Traffic Engineer (916) 808-2669, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Transportation Division

**Dept ID:** 15001911

**Attachments:**

- 1-Description/Analysis
- 2-Resolution
- 3-Exhibit A (Fruitridge 58th Map)
- 4-Agreement

---

**City Attorney Review**

Approved as to Form  
Gerald Hicks  
11/12/2013 8:48:31 AM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
10/29/2013 3:31:55 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 11/4/2013 4:28:37 PM

James Sanchez, City Attorney      Shirley Concolino, City Clerk      Russell Fehr, City Treasurer <sup>1 of 10</sup>  
**John F. Shirey, City Manager**

## Description/Analysis

**Issue:** The Fruitridge Road / 58<sup>th</sup> Street intersection is in need of intersection improvements in order to enhance safety. Fruitridge Road is a five-lane east-west arterial roadway that has a usage of approximately 21,000 vehicles per day. 58th Street is a two-lane north-south local roadway that facilitates over 1,300 vehicles per day. The land use in the vicinity of the Fruitridge Road / 58st Street intersection consists primarily of single-family residential homes. Bus stops are located near the intersection. Mark Twain Elementary School and West Campus High School are located on 58th Street north of the intersection.

The intersection currently has a marked crosswalk across Fruitridge Road without signal control. The community and Sacramento Unified School District (SCUSD) have expressed concerns about enhancing safety at the intersection. The proposed project would enhance intersection safety, increase pedestrian usage in the area, and enhance neighborhood livability.

The City and SCUSD have agreed to combine resources to deliver a project that will construct a traffic signal at the intersection.

**Policy Considerations:** The action requested supports the City's General Plan goals and policies of improving and expanding public safety, and enhancing livability.

**Economic Impacts:** None

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** Establishment of a Capital Improvement Project and the appropriation and transfer of funds are not subject to the provisions of CEQA under the general rule (Section 15061) in that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The requested action is not a project under CEQA.

An environmental analysis and document will be prepared and approved in conformance with CEQA as part of the engineering phase.

**Sustainability:** This project is consistent with the Sustainability Master Plan goal to enhance the pedestrian facilities in the public right-of-way and to encourage pedestrian trips.

**Commission/Committee Action:** None

**Rationale for Recommendation:** The execution of an agreement with SCUSD, appropriation of \$200,000, and the transfer of \$200,000 in City funds

are necessary to proceed with the engineering phase and construction of the project.

**Financial Considerations:** The estimated total project cost for the Fruitridge Road / 58<sup>th</sup> Street Traffic Signal Improvement Project (T15145000) is \$400,000. The appropriation of \$200,000 (Fund 3702) from SCUSD and transfer of \$200,000 (Fund 2025) from the Traffic Operations Center Program (S15101300) will cover the funding needed for the project.

As of October 14, 2013, the Traffic Operations Center Program (S15101300) has an unobligated balance of \$729,893, which is sufficient to complete the transfer of \$200,000 (Fund 2025) to the Fruitridge Road/58<sup>th</sup> Street Traffic Signal Improvement Project (T15145000).

There are no General Funds planned or allocated for this project.

**Emerging and Small Business Enterprise (E/SBE):** Not applicable as no goods or services are being purchased.

## RESOLUTION NO.

Adopted by the Sacramento City Council

### ESTABLISHMENT OF A CAPITAL IMPROVEMENT PROJECT, APPROVAL OF AGREEMENT, AND APPROPRIATION AND TRANSFER OF FUNDS TO THE FRUITRIDGE ROAD AND 58<sup>TH</sup> STREET TRAFFIC SIGNAL IMPROVEMENTS PROJECT (T15145000)

#### BACKGROUND

- A. The Fruitridge Road / 58<sup>th</sup> Street Traffic Signal Improvements Project (T15145000) will enhance safety with the installation of a traffic signal.
- B. The Sacramento Unified School District (SCUSD) and the City have agreed to combine funding for the Fruitridge Road / 58<sup>th</sup> Street Traffic Signal Improvements Project (T15145000), which will be delivered by the City.

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

- Section 1. The Fruitridge Road / 58<sup>th</sup> Street Traffic Signal Improvements Project (T15145000) is established as a new Capital Improvement Project.
- Section 2. The City Manager or designee is authorized to execute an agreement with SCUSD to receive funding toward the Fruitridge Road / 58<sup>th</sup> Street Traffic Improvement Signal Project (T15145000).
- Section 3. The FY 2013/14 Capital Improvement Program is amended by appropriating \$200,000 (Fund 3702) in SCUSD funds to the Fruitridge Road / 58<sup>th</sup> Street Traffic Signal Improvements Project (T15145000).
- Section 4. The FY 2013/14 Capital Improvement Program is amended by transferring \$200,000 (Fund 2025) from the Traffic Operations Center Program (S15101300) to the Fruitridge Road / 58<sup>th</sup> Street Traffic Signal Improvements Project (T15145000).
- Section 5. Exhibit A is incorporated into and made part of this Resolution.

#### Table of Contents:

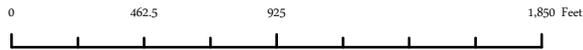
Exhibit A: Location Map

LOCATION MAP FOR  
FRUITRIDGE ROAD/58TH STREET  
TRAFFIC SIGNAL IMPROVEMENTS PROJECT  
(PN: T15145000)

EXHIBIT A



Map Contact: Hamid Khalessi  
Date: October 2013



AGREEMENT TO CONSTRUCT  
FRUITRIDGE ROAD/58<sup>TH</sup> STREET  
TRAFFIC SIGNAL IMPROVEMENTS  
BETWEEN THE  
CITY OF SACRAMENTO AND  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

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 Sacramento  
City Unified School District (“DISTRICT”)

WITNESSETH:

CITY initiated the Fruitridge Road/58<sup>th</sup> Street Traffic Signal Improvements Project (“PROJECT”) for the purpose of enhancing safety at the Fruitridge Road / 58<sup>th</sup> Street intersection. CITY and DISTRICT desire to enter into an agreement to set forth the funding of the PROJECT and terms and conditions for its construction.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CITY and the DISTRICT agree as follows:

AGREEMENT

**Section 1.** CITY and DISTRICT shall jointly fund the PROJECT in the amount and on the terms and conditions set forth below.

**Section 2.** CITY shall manage the design and construction of the PROJECT within the project area of Fruitridge Road and 58<sup>th</sup> Street. City shall:

- Construct a traffic signal with all related appurtenances;

- Design the traffic signal and related appurtenances in accordance with City standards and specifications;
- Complete all elements of PROJECT delivery in accordance with CITY processes and procedures to include project management, preliminary and final design, environmental documentation, contract bidding and award, construction inspection, and project closeout.

**Section 3.** CITY shall competitively bid the construction of said improvements; require the payment of prevailing wages, and use plans and specifications, which conform to the CITY Standard Construction Specifications. Accordingly, the CITY shall enter into a contract requiring construction of the PROJECT pursuant to which the successful bidder (the "CONTRACTOR") agrees to construct the PROJECT shown on the plans and specifications and the CITY agrees to pay the CONTRACTOR for constructing said PROJECT.

**Section 4.** DISTRICT shall provide funding in an amount not to exceed \$200,000 in accordance with the terms and conditions of this Agreement. The disbursement shall be made in one (1) lump sum payment of \$200,000 to the CITY within sixty (60) days of execution of this Agreement. The CITY will manage the PROJECT budget and shall be responsible for fully funding the balance of the project. The CITY shall provide copies of all invoices for the design, construction, and related costs of the PROJECT and evidence that amounts shown on said invoices have been paid. The CITY shall provide a guarantee and assurance to the DISTRICT that there are no liens on the PROJECT.

**Section 5.** CITY warrants the PROJECT as to materials and workmanship and should any failure of the PROJECT occur within a period of one year after final acceptance thereof by the CITY, the DISTRICT shall not be held responsible for any material or workmanship failure.

**Section 6.** DISTRICT enters into no contract or agreement with the contractor by entering into this Agreement nor is the contractor a third party beneficiary of this Agreement and the DISTRICT shall have no duty or obligation to pay the contractor for any work that the contractor has done pursuant to the plans and specifications and the contract referred to in this Agreement.

**Section 7.** The obligations arising from this Agreement are not a debt of the DISTRICT, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of their property or upon any of their income, receipts, or revenues. The CITY shall not compel the forfeiture of any of the DISTRICT's property to satisfy any obligations arising from this Agreement.

**Section 8.** All notices or other communications to be given to either party pursuant to this Agreement shall be in writing to the parties at the addresses set forth below:

CITY: Department of Public Works  
915 I St, Room 2000  
Sacramento, CA 95814  
ATTN: Hector Barron, City Traffic Engineer

DISTRICT: Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Cathy Allen, Assistant Superintendent,  
Facilities Support Services

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.

**Section 9.** The term of this Agreement shall start on the day and year first above written and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

**Section 10.** This Agreement may only be amended by a written document signed and executed by each of the parties hereto.

**Section 11.** This Agreement shall be constructed and interpreted under and governed and enforced according to the laws of the State of California.

**Section 12.** 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.

**Section 13.** All exhibits attached hereto and referred to in this Agreement are hereby incorporated by this reference as though they were fully set forth herein.

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

SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT



Ken Forrest, Chief Business Officer  
Business Services Office

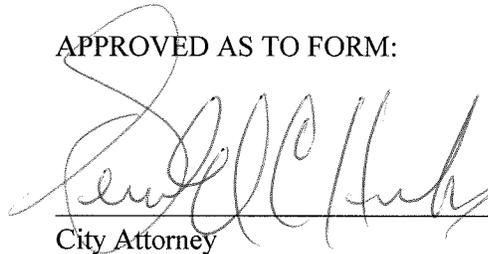
CITY OF SACRAMENTO  
a California Charter City

\_\_\_\_\_  
For John F. Shirey, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney