

**Meeting Date:** 12/16/2014

**Report Type:** Consent

**Report ID:** 2014-00914

**Title: Supplemental Agreement: 12th Street Corridor Safety Improvement Project (T15115000)**

**Location:** Districts 3 and 4

**Recommendation:** Pass a Resolution 1) authorizing the City Manager to execute a Supplemental Agreement with Sacramento Regional Transit for a not to exceed amount of \$197,867 for the 12th Street Corridor Safety Improvement Project (T15115000); 2) appropriating \$197,867 (Fund 3702) to the 12th Street Corridor Safety Improvements Project (T15115000); and 3) transferring \$250,000 (Fund 2007) from the 12th Street Corridor Safety Improvements Project (T15115000) to the Major Street Improvements Project (T15158000).

**Contact:** Sompol Chatusripitak, Senior Engineer (916) 808-5961; Nicholas Theocharides, Engineering Manager (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Engineering Services Admin

**Dept ID:** 15001111

**Attachments:**

1-Description/Analysis

2-Background

3-Resolution

4-Exhibit A (Location Map)

5-Supplemental Agreement

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**City Attorney Review**

Approved as to Form

Gerald Hicks

12/10/2014 2:05:53 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 12/2/2014 8:26:57 AM

## Description/Analysis

**Issue Detail:** The City was awarded federal funds from the Highway Safety Improvement Program (HSIP) in the amount of \$900,000 to upgrade the traffic signal system on 12<sup>th</sup> Street from Sproule Avenue to J Street. Project costs not covered by the federal funds will be shared by the City and the Sacramento Regional Transit (RT). This agreement provides for RT's share of the project costs and allows the City to be reimbursed for the temporary internal transfer of funds required to award the original contract.

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

**Economic Impacts:** The execution of the Supplemental Agreement will not have any economic impacts in the City. However, the 12<sup>th</sup> Street Corridor Safety Improvement Project (T15115000) is expected to create 3.92 total jobs (2.25 direct jobs and 1.67 jobs through indirect and induced activities) and create \$605,049 in total economic output (\$381,367 of direct output and another \$223,682 of output through indirect and induced activities).

The indicated economic activities are estimates calculated using a calculation tool developed by the Center for Strategic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** It has been determined that the project, pursuant to the requirements of the California Environmental Quality Act (CEQA) is a categorical exemption. There is no substantial evidence that the project will have a significant effect on the environment.

**Sustainability Considerations:** This project is consistent with the Sustainability Master Plan goals to enhance the pedestrian and vehicular facilities in the public right-of-way and to improve safety.

**Other:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** This Supplemental Agreement is necessary to fund the costs of the 12<sup>th</sup> Street Corridor Safety Improvement Project (T15115000).

**Financial Considerations:** The estimated total project budget is \$1,870,866. To date, \$429,416 has been expended and staff anticipates an additional \$1,441,450 will be needed to complete the project. On October 14, 2014, the City Council awarded the contract; and temporarily transferred \$250,000 (Fund 2007) from the Major Streets Improvement Project in order to have sufficient funding pending an agreement with RT.

Appropriation of \$197,866 (Fund 3702) in RT funds will allow the transfer of \$250,000 (Fund 2007) back to the Major Streets Improvement Project (T15158000), leaving an unobligated balance of \$445,451 which is sufficient to complete the project. The agreement with RT references a total project amount of \$1,756,078. An additional \$114,787 in contingency costs is being retained in the project due to project conditions and will be released when the project is completed if not needed.

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

**Local Business Enterprise (LBE):** Since this project is a federally funded project, the City's Local Business Enterprise (LBE) requirements are held in abeyance. M&M Electric achieved 92.3% DBE participation and met the 11.0% DBE goal for the project.

## **BACKGROUND**

12th Street is a one-way, southbound arterial roadway leading into the City of Sacramento. 12th Street extends from Richards Boulevard to the north, breaks at L Street at the State Capitol, and continues to Riverside Boulevard to the south. There are currently four southbound travel lanes. Between 12th Street/Sunbeam Avenue/Sroule Avenue and the K Street pedestrian mall, the 12th Street right-of-way includes two sets of light rail tracks. The southbound track is located in a shared, southbound travel lane. The northbound tracks are in a dedicated light rail lane. There are two light rail stations along this segment of 12th Street. The Alkali Flat/La Valentina station is located between D Street and E Street, and the 12th and I Streets station is located between H Street and I Street. At both stations, the southbound train occupies the southbound travel lane while loading and unloading passengers.

12<sup>th</sup> Street also contains high pedestrian activity including at the two light rail stations, in the vicinity of the Loaves and Fishes, and around the K Street Pedestrian Mall.

This project will enhance public safety for pedestrians, bicyclists and vehicular traffic along 12<sup>th</sup> Street between Sproule Avenue and J Street by upgrading traffic signal equipment, controllers, improving Light Rail Transit (LRT) preemption and providing warning signs to motorists where conflict with LRT may occur.

The City was awarded federal funds from the Highway Safety Improvement Program (HSIP) in the amount of \$900,000 to upgrade the traffic signal system on 12th Street from Sproule Avenue to J Street.

On October 14, 2014, the City awarded a construction contract with M&M Electric to commence with the project. Project costs not covered by the federal funds will be shared by the City and the Sacramento Regional Transit (RT), with RT bearing 23.11% of the remaining costs or up to \$197,866.19. Pending completion of the agreement with RT, the City Council temporarily transferred in \$250,000 in local funds that can now be returned.

## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **12<sup>th</sup> Street Corridor Safety Improvement Project (T15115000) – Approval of Supplemental Agreement with Regional Transit and Appropriation and Transfer Funds:**

#### **BACKGROUND**

- A. The project will enhance public safety for pedestrians, bicyclists and vehicular traffic along 12<sup>th</sup> Street between Sproule Avenue and J Street.
- B. The City was awarded federal funds from the Highway Safety Improvement Program (HSIP) in the amount of \$900,000 for the project.
- C. Project costs not covered by the federal funds will be shared by the City and Sacramento Regional Transit (RT) District.
- D. On October 14, 2014, the City Council passed Resolution 2014-0341, and temporarily transferred \$250,000 in City funds into the project in order to have adequate funding to award the construction contract while the agreement with RT was being prepared.

#### **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 Supplemental Agreement with RT in the amount not to exceed \$197,867 for the 12<sup>th</sup> Street Corridor Safety Improvement Project (T15115000).
- Section 2. Upon execution of the Supplemental Agreement by the RT Board, the FY14/15 Capital Improvement Program is amended by appropriating \$197,867 (Fund 3702) from RT to the 12<sup>th</sup> Street Corridor Safety Improvements Project (T15115000),
- Section 3. Upon execution of the Supplemental Agreement by the RT Board, the FY14/15 Capital Improvement Program is amended by transferring \$250,000 (Fund 2007) from the 12<sup>th</sup> Street Corridor Safety Improvements Project (T15115000) to the Major Streets Improvement Project (T15158000),
- Section 4. Exhibit A is hereby incorporated into and is part of this Resolution.

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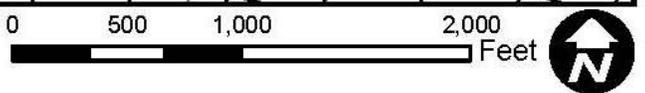
Exhibit A – Map of 12<sup>th</sup> Street Corridor Safety Improvement Project (T15115000)

Location Map for

12TH STREET CORRIDOR SAFETY IMPROVEMENTS  
(T15115000)



Map Contact: ART DEL CARMEN; Map Date: SEPTEMBER 2013



**SUPPLEMENTAL AGREEMENT  
12<sup>TH</sup> STREET CORRIDOR SAFETY IMPROVEMENTS  
BETWEEN SPROULE AVENUE AND J STREET**

This Agreement is made and entered into on \_\_\_\_\_, 2014, (hereinafter referred to as the “Effective Date”), by and between the CITY OF SACRAMENTO, a municipal corporation (“CITY”), and SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation (“RT”) to supplement the Sacramento Light Rail System Operations Agreement dated April 3, 1985.

**BACKGROUND**

A. The 12<sup>th</sup> Street Corridor between Sproule Avenue and J Street is a major arterial roadway with 10 signalized intersections, consisting of three vehicle lanes and one shared-use lane with RT Light Rail Trains (LRT); and

B. Over the last seven years, the 12<sup>th</sup> Street Corridor between Sproule Avenue and J Street has experienced ongoing operational failures due to obsolete signal controllers, end of useful life traffic signal infrastructure and an LRT signal pre-emption system that is not operating as originally designed, which has caused strained safety conditions along the corridor; and

C. CITY received a letter from RT Safety on November 14, 2007 regarding various operational hazards with the LRT and signal operations due to failing pre-emption equipment; and

D. In 2009 the City was featured in a national report, Transit Cooperative Research Program regarding LRT collisions with vehicles at signalized intersections; and

E. CITY applied and received \$900,000 in federal funding to upgrade traffic signal systems, repair conduit infrastructure between signals, provide dynamic train and vehicle signs, install detectors, install closed circuit TV cameras, install new traffic controllers and cabinets, and improve operations and pre-emption along the 12<sup>th</sup> Street Corridor between Sproule Avenue and J Street (hereinafter referred to as the “Project”); and

F. RT owns and operates a light rail system within the limits of the 12<sup>th</sup> Street Corridor Project; and

G. City has prepared improvement plans for the Project with review of completed designs by RT staff; and

H. CITY and RT previously entered into an agreement establishing requirements for the operation of RT's Light Rail System entitled "Sacramento Light Rail System Operations Agreement," dated April 3, 1985, and identified as City Agreement No. 84165 (hereafter referred to as the "OPERATIONS AGREEMENT"), which OPERATIONS AGREEMENT remains in effect and is not amended or otherwise revised by this Supplemental Agreement; and

I. RT and CITY desire to set out the following implementation procedures and terms pertaining to the Project.

## **AGREEMENT**

The parties agree as follows:

### **1. RT COSTS**

- A. RT must pay its proportionate share of the remainder of total project costs after the final federal fund reimbursement amount is deducted from the total project cost. RT's proportionate share of the remainder will be calculated on the basis of the actual additional costs incurred by CITY for the replacement of RT's light rail system improvements and the additional work necessary to construct the City's improvements due to the existence of RT's LRT system. The estimated overall Project cost, as shown in Attachment 1 is \$1,756,079. CITY received a grant of \$900,000 for the Project. Any project costs not covered by the grant will be allocated between CITY and RT, with RT bearing 23.11% of the final remaining costs. The estimated cost is shown in Attachment 1.
- B. CITY must construct the project in accordance with the CITY-approved Plans and Specifications.
- C. Commencing with the first construction progress payment, CITY may invoice RT for any amounts due and payable for work completed by CITY on the Project for which CITY is entitled to receive reimbursement from RT pursuant to this Agreement. The invoice must itemize all costs as separate line items with direct correlation to the actual bid item costs for the City's contract to construct Project and prorate RT's share of costs based on the estimated proportion of 23.11% after the federally reimbursable costs are subtracted. Final costs will be reconciled in the last invoice based on actual costs as computed per Paragraph A

of this agreement and the schedule of RT Share Items shown in Attachment 1. RT must pay each invoice in full within 30 calendar days of receipt thereof. However, RT may dispute any line item with which it disagrees within 20 days of receipt of invoice from CITY by providing CITY with written notice of its dispute. RT is not obligated to reimburse CITY for any disputed item until the dispute has been resolved.

2. BID ADVERTISING AND CONTRACT AWARD

CITY must solicit bids for the Project and award a contract to the lowest responsive and responsible bidder. CITY must comply with all applicable grant requirements pertaining to the grant funds.

3. COORDINATION OF WORK

Construction of the Project must be coordinated with revenue service operations of the Sacramento Light Rail Transit System (RT Light Rail Operations). CITY must cause all work for the Project to be performed in a time, place and manner that minimizes disruptions to RT Light Rail Operations. CITY's contractor must apply for and secure a Track Warrant and/or Red Tag from RT for each and every shift of Limited or Full Access construction, as defined below.

During hours of revenue service, CITY's Contractor and/or its subcontractors of any tier will be allowed Limited Access to any track area with RT Light Rail Operations revenue service operations through the Project site. Limited Access construction is defined as work to be performed more than 6' from the edge of the operating track that does not include equipment capable of coming in contact with the overhead catenary system and will not alter or affect RT's signaling operations. Limited Access construction must be coordinated daily with RT Light Rail Operations through the Track Warrant procedure.

During the hours when the Light Rail Transit System is not in operation, CITY's Contractor and/or its subcontractors of any tier will be permitted Full Access to the existing track and facilities in the Project area. Unless otherwise expressly agreed in writing by RT, any Work performed on RT's signal facilities during Full Access must be restored by CITY's Contractor to complete operating conditions prior to the resumption of scheduled revenue service. Full Access must be coordinated each and every time with RT Light Rail Operations through the Track Warrant and Red Tag procedures.

RT's On-Track Safety program is designed to provide training to workers around RT's light rail tracks. This training will provide information on safety precautions needed while working on or near light rail tracks and the High Voltage Catenary system. The program also covers the use of Track Warrants and High Voltage Red Tag procedures. All workers performing work within RT's rail right of way must receive On-Track Safety

training prior to starting any work within RT's rail right of way. RT will keep training records and sign-up sheets for three years. CITY must ensure that all workers receive this training prior to performing work adjacent to RT's tracks.

#### 4. INSPECTION

CITY is responsible for inspection, quality control and construction management for the Project. RT must provide inspection and is responsible for inspection, quality control, testing, and construction management for RT's improvements and must cooperate and coordinate diligently with CITY for the arrangement of inspection and testing according to the construction schedule.

#### 5. SUBMITTALS REVIEW AND APPROVAL

RT must review, comment and disposition construction submittals for items pertaining to its improvements within ten (10) working days after receipt of submittals.

#### 6. CHANGE ORDERS

Upon receipt of a notice from CITY recommending issuance of a contract change order, RT must respond to the notice within 10 working days and either: (1) authorize CITY to issue the change order and agree to pay the portion of change order costs incurred or arising as a result of RT's improvements; or (2) provide a written response identifying issues or disputes with respect to the change order as it relates to RT's improvements. Any costs resulting from delay claims associated with issues or disputes related to the approval of the change orders shall be shared equally between the City and RT.

#### 7. CLAIMS DISPUTE RESOLUTION

Upon receiving a notice of potential claim on that portion of construction arising as a result of RT's improvements, RT must cooperate and work diligently with CITY to resolve the claim according to the procedures set forth in CITY's Standard Specifications. If RT reasonably determines that resolution of the claim requires issuance of a change order increasing RT's contribution to the Project, RT will consent to issuance of the required change order and pay the costs thereof in accordance with Section 1, above. RT will not be required to reimburse CITY for the cost of change orders if RT has not consented in writing to issuance of the change order.

8. NO JOINT VENTURE

This Agreement does not create among the parties a joint venture, partnership, or any other relationship of association or agency.

9. NOTICE

All notices and other communications under this Supplemental Agreement must be in writing and must be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Section 14.

CITY: City of Sacramento

Department of Transportation *Publicworks*

Attn: Tim Mar, Supervising Engineer

915 I Street, Room 2000

Sacramento CA 95814

(916) 808-7531

RT: Sacramento Regional Transit District

Attn: Darryl Abansado, Director Civil & Track Design

PO Box 2110

Sacramento CA 95812-2110

(916) 321-3853

10. BINDING ON SUCCESSORS

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

11. AMENDMENTS AND APPROVALS

This Supplemental Agreement may be amended only by a writing signed by both parties. All approvals required by this Supplemental Agreement must be in writing.

12. ATTORNEYS' FEES

If the services of an attorney are required by either party to secure the performance of this Supplemental Agreement or otherwise upon the breach or default of either party, the prevailing party must be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled.

13. AMBIGUITIES

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

14. ENTIRE AGREEMENT

This Supplemental Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties; provided that this Supplemental Agreement must not be interpreted to modify or otherwise affect the OPERATIONS AGREEMENT, which also must apply to the Project; provided further that, in the event of any conflict or inconsistency between Section 5 of this Project Agreement and the OPERATIONS AGREEMENT, this Supplemental Agreement must govern.

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Executed as of the day first above stated.

**SACRAMENTO REGIONAL  
TRANSIT DISTRICT**

**CITY OF SACRAMENTO**

By: \_\_\_\_\_  
PHILLIP R. SERNA, Chair

By: \_\_\_\_\_  
JERRY WAY, Director of Public Works

By: \_\_\_\_\_  
MICHAEL R. WILEY, General Manager/CEO

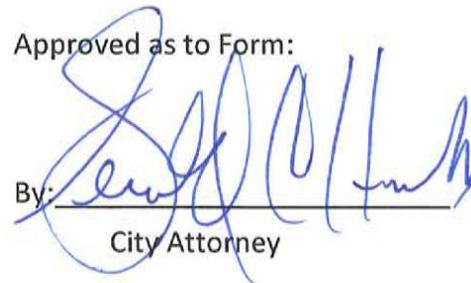
Approved as to Content:

By: \_\_\_\_\_  
DIANE NAKANO, AGM of Engineering & Construction

Approved as to Legal Form:

By: \_\_\_\_\_  
TIMOTHY S. SPANGLER, Chief Counsel

Approved as to Form:

By:  \_\_\_\_\_  
City Attorney

Attest:

By: \_\_\_\_\_  
City Clerk

**ATTACHMENT 1**

**12th St. Corridor Safety Improvements Project**

**Cost Sharing Calculation**

**Bid Price for Traffic and RT Signal Modification**

Description	Quantity	Unit Price	Per	Extended Price	RT Share	City Share	Remarks
#14 THW Signal Wire	64,420	\$1.25	LF	\$80,525.00			
#10 THW Signal Wire	9,290	\$1.50	LF	\$13,935.00			
#6 THW Signal Wire	8,885	\$3.00	LF	\$26,655.00			
RR Preemption Wire	2,230	\$4.00	LF	\$8,920.00	\$8,920.00		
DLC Cable	4,465	\$3.00	LF	\$13,395.00			
#4 Wire	120	\$4.00	LF	\$480.00			
Trench in Asphalt/Concrete	2,900	\$85.00	LF	\$246,500.00	\$123,250.00	\$123,250.00	
Directional Bore	700	\$95.00	LF	\$66,500.00	\$33,250.00	\$33,250.00	
3" HDPE	1,200	\$5.00	LF	\$6,000.00			
2" PVC	900	\$4.00	LF	\$3,600.00			
3" PVC	1,400	\$5.00	LF	\$7,000.00			
#5 Pull Box	6	\$1,000.00	EA	\$6,000.00			
#6 Pull Box	38	\$1,400.00	EA	\$53,200.00			
Detector Hand Hole	9	\$600.00	EA	\$5,400.00			
Type A Loops	21	\$1,200.00	EA	\$25,200.00			
Type 17 Foundation	4	\$2,000.00	EA	\$8,000.00			
Type 18 Foundation	5	\$1,000.00	EA	\$5,000.00			
Install Type 17	4	\$3,500.00	EA	\$14,000.00			
Install Type 18	5	\$1,500.00	EA	\$7,500.00			
Furnish & Install Luminaires	4	\$1,500.00	EA	\$6,000.00			
Furnish & Install W10-7 LED Blankout	10	\$3,000.00	EA	\$30,000.00	\$30,000.00		RT signs
Furnish & Install R3-2 LED Blankout	16	\$2,000.00	EA	\$32,000.00	\$32,000.00		RT signs
Furnish & Install Train T Signal	1	\$2,680.00	EA	\$2,680.00	\$2,680.00		RT signs
Furnish & Install CCTV System	2	\$12,500.00	EA	\$25,000.00			
Furnish & Install Traffic Signals	125	\$600.00	EA	\$75,000.00			
Furnish & Install Pedestrian Countdown	65	\$500.00	EA	\$32,500.00			
Remove existing pole/foundation	4	\$6,000.00	EA	\$24,000.00			
Signal Turn On	10	\$5,101.00	EA	\$51,010.00			

**Bid Items Including Traffic Mod Items Above**

Description	Quantity	unit	Unit Price	Extended Price			
Pre-Construction photographs	1	LS	\$3,400.00	\$3,400.00			
Traffic Control System	1	LS	\$33,500.00	\$33,500.00			
Potholing by Drilling	100	EA	\$450.00	\$45,000.00			
Traffic Signal Modification	1	LS	\$876,000.00	\$876,000.00			cost breakdown above
Remove Signs	6	EA	\$100.00	\$600.00			
Relocate Signs	4	EA	\$225.00	\$900.00			
Place Signs on Mastarms	3	EA	\$150.00	\$450.00			
Traffic Sign to Place	22	EA	\$320.00	\$7,040.00			
Remove Traffic Markings and Striping	1	LS	\$2,000.00	\$2,000.00			
12" Thermoplastic Striping to Place	120	LF	\$2.50	\$300.00			
Thermoplastic Pavement Markings to Place	1700	SF	\$3.50	\$5,950.00			
Portable Changeable Message Signs	2	EA	\$2,400.00	\$4,800.00			
City Furnished Signal Poles	4	EA	\$3,900.00	\$15,600.00			
<b>TOTAL</b>				<b>\$995,540.00</b>	<b>\$230,100.00</b>		<b>0.231130844</b>

Construction Contingency	\$199,108.00
Sidewalk Improvement at North B	\$30,000.00
Scoping and Environment	\$129,077.88
Engineering Design	\$237,888.00
Construction Management	\$119,464.80
Architectural Monitoring Consultant	\$45,000.00
<b>Total Project Cost</b>	<b>\$1,756,078.68</b>
HSIP Grant	\$900,000.00
Cost to be shared between City and RT	\$856,078.68
RT's share (23.11% of cost to be shared)	\$197,866.19