

Meeting Date: 3/10/2015

Report Type: Consent

Report ID: 2015-00218

Title: Approval of Cooperative Agreement with the County of Sacramento for Cost Sharing of Marconi Avenue Pavement Overlay

Location: District 2

Recommendation: Pass a Motion approving the Cooperative Agreement between the City and County of Sacramento for cost sharing of the Marconi Avenue pavement overlay.

Contact: Greg Smith, Senior Engineer, (916) 808-8364; Juan Montanez, Maintenance Services Manager, (916) 808-2254; Department of Public Works

Presenter: None

Department: Public Works Department

Division: Maintenance Services Division

Dept ID: 15001611

Attachments:

1-Description/Analysis

2-Location Map

3-Cooperative Agreement

City Attorney Review

Approved as to Form

Gerald Hicks

3/3/2015 2:29:44 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/23/2015 6:45:10 AM

Description/Analysis

Issue: The County of Sacramento is in the process of developing their 2015 Pavement Overlay Project (County Construction Contact No. 4220) which will resurface multiple streets within their jurisdiction. The roadway segment of Marconi Avenue from Capital City Freeway to Howe Avenue is included in their project. The centerline of this street delineates a boundary between the City and County whereas the northern portion belongs to the City and the southern portion belongs to the County.

The City and County desire to pay their fair share of the cost of resurfacing this street. This requires the City and County of Sacramento to enter into a Cooperative Agreement to resurface the roadway of Marconi Avenue between Capital City Freeway and Howe Avenue. The preventative maintenance work will extend the life of street and reduce the need for costly road reconstruction in the future.

The improvements will include repairing pavement areas with severe base failures, grinding away existing pavement to accommodate new resurfacing material, applying new overlay, adjusting manholes to new pavement height, and reapplying new traffic striping and markings.

Policy Considerations: The project associated with this agreement is consistent with the City's General Plan goals of achieving sustainability and neighborhood livability.

Economic Impacts: None

Environmental Considerations: The project associated with this agreement will be administered by the County of Sacramento and will follow all requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Sustainability: The project associated with this agreement is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Commission/Committee Action: None

Rationale for Recommendation: Approximately half of the proposed pavement overlay work along Marconi Avenue falls within the City's right-of-way. The improvements within the City are estimated to be \$165,600 and would be paid for with local transportation funds. The County's portion, which is also estimated at \$165,600, would be paid for with County federal and local transportation funds.

Under this agreement, the County will be responsible for the management and administration required for the design and construction of the project. The City would reimburse the County for all work completed within the City right-of-way of Marconi Avenue.

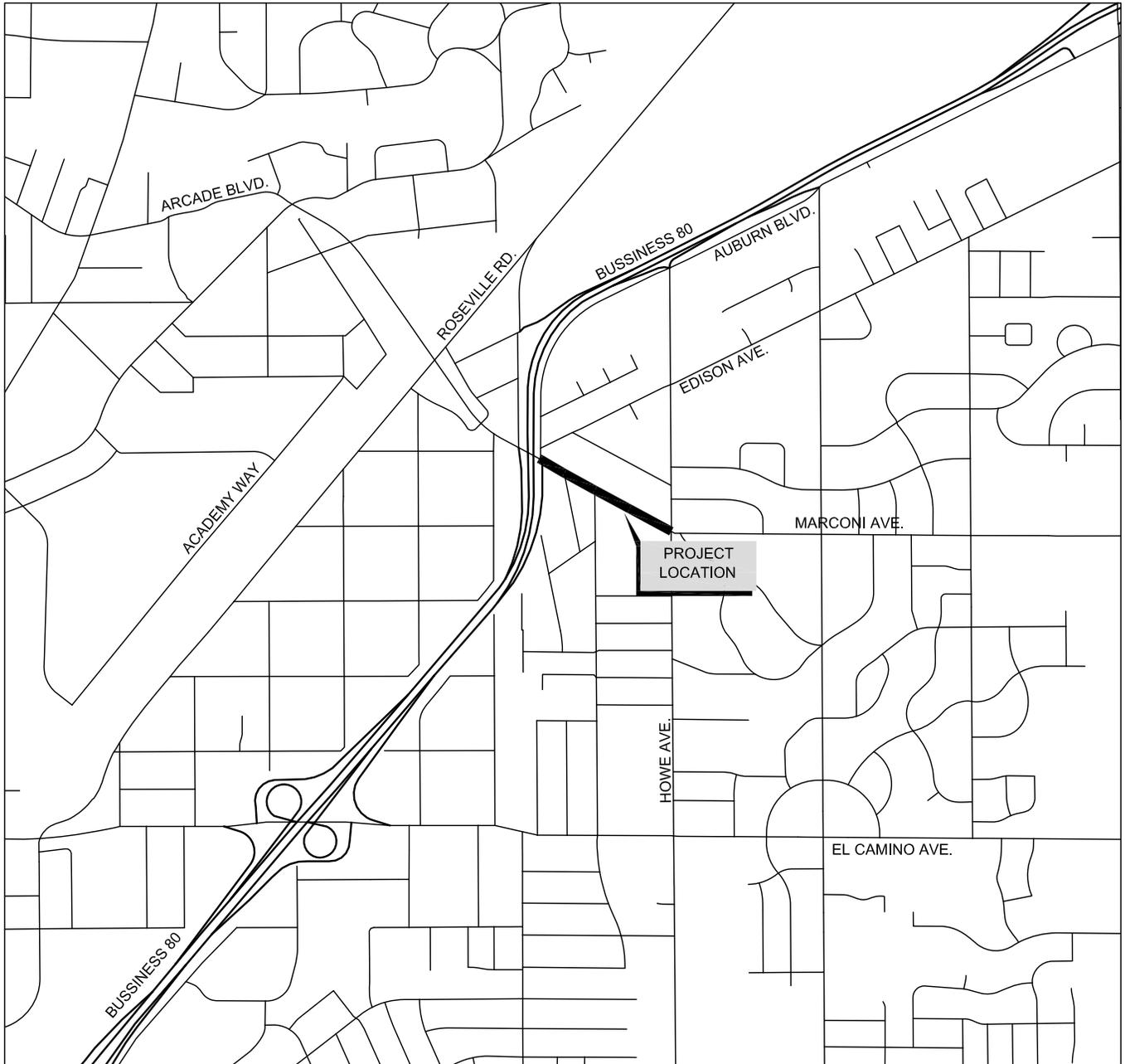
Both agencies have coordinated the scope and scheduling of this project. The City and County responsibilities, including the sharing of funding, are set forth in the attached agreement. The County Board of Supervisors approved the Agreement on January 27, 2015. The project is expected to begin construction during the summer of 2015.

Approval of the Cooperative Agreement with the County of Sacramento is necessary to maintain the roadway segment of Marconi Avenue in a state of good repair.

Financial Considerations: The 2015 Street Overlay and Seal Program (R15152000) has a total budget of \$3,573,000 consisting of local transportation funds. As of February 11, 2015, the 2015 Street Overlay and Seal Program (R15152000) has an unobligated balance of \$3,396,881, which is sufficient to execute the Cooperative Agreement with the County of Sacramento in the amount of \$165,600 for the cost sharing of the Marconi Avenue pavement overlay, and finish the 2015 Street Overlays and Seals Program.

Local Business Enterprise (LBE): The project associated with this agreement will be administered by the County of Sacramento and will follow their contract policies and procedures. Therefore, the City's LBE requirements are held in abeyance.

Location Map For:
**COOPERATIVE AGREEMENT WITH THE COUNTY
OF SACRAMENTO FOR COST SHARING OF
MARCONI AVENUE PAVEMENT OVERLAY**



COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

**AGREEMENT FOR COST SHARING OF
MARCONI AVENUE PAVEMENT OVERLAY
(HIGHWAY 80 TO HOWE AVENUE)**

THIS AGREEMENT is made and entered into on _____, 2014, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY."

RECITALS

WHEREAS, COUNTY has been approved for federal funds to install pavement overlay on multiple roads as part of its AC Overlay Project – 2015 Federal project (County Construction Contract No. 4220), and Marconi Avenue is included in the project; and

WHEREAS, CITY and COUNTY share ownership of Marconi Avenue from Highway 80 to Howe Avenue, with the centerline of the road representing the division between jurisdictions; and

WHEREAS, COUNTY desires to provide pavement overlay of the aforesaid section of Marconi Avenue as part of the above-listed construction project, and CITY acknowledges the benefit of the overlay and desires to support the project by contributing 50% of the cost of the overlay improvements on Marconi Avenue from Highway 80 to Howe Avenue; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CITY agree as follows:

1. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be December 31, 2016.

2. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To COUNTY:

Attn: Hardeep Sidhu, Senior Civil Engineer
Department of Transportation
County of Sacramento
4100 Traffic Way
Sacramento, CA 95827

To CITY:

Attn: Greg Smith, Senior Engineer
City of Sacramento
Department of Public Works
Maintenance Services Division
918 Del Paso Road
Sacramento, CA 95834

Additional contact information:
 Phone: 916-875-5490
 E-mail: sidhuh@saccounty.net

Additional contact information:
 Phone: 916-808-8364
 E-mail: GSmith@cityof.sacramento.org

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

3. SCOPE

- A. Project Description and Plans, Specifications and Estimate. COUNTY shall install pavement overlay on Marconi Avenue between Highway 80 and Howe Avenue (hereinafter "Improvements" as part of COUNTY'S AC Overlay Project – 2015 Federal (County Construction Contract No. 4220) (hereinafter "Project"). Installation shall be in accordance with the plans, specifications and estimate (PS&E) as approved by the Board of Supervisors. COUNTY shall furnish all labor, materials, services, transportation, appliances, and mechanical workmanship, and execute and administer all contracts required for the Improvements, as said Improvements shall be set forth in the plans and/or specifications developed by COUNTY. All of the work done under this Agreement shall be performed to the satisfaction of CITY and COUNTY.
- B. Construction Contract, Federal DBE Requirements, Nondiscrimination. COUNTY shall award and administer the contract for the construction of the Improvements in compliance with State of California Labor Code and Public Contract Code requirements including but not limited to payment of prevailing wage and applicable federal, state and county laws, regulations and ordinances, including requirements related to federal funding approved for the Project, requirements related to disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26. COUNTY shall also take all necessary and reasonable steps to ensure, in accordance with 49 CFR, Part 26, that DBEs have the maximum opportunity to compete for and participate in the performance of the Project and any contracts and subcontracts associated with this Agreement. COUNTY, its contractors and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.
- C. Change Orders. Except in emergency, which shall be defined as any event that poses a risk to public health and safety, COUNTY shall submit to CITY for approval prior to commencement of change order work, any proposed change order which will affect the Improvements.
- D. Accountability and Release of Liens. Upon completion of construction of the Project, COUNTY shall provide CITY with evidence that all of the costs of the Improvements have been fully paid, including any and all lien claims. Upon request of CITY, COUNTY shall provide lien releases under California Civil Code Section 3262(d) to assure that payments of any outstanding claims of the COUNTY'S contractors, subcontractors and suppliers have been paid.

4. SHARING OF COSTS

- A. Construction Cost. The cost to construct the Improvements is estimated to be \$276,000 as set forth in the Preliminary Estimate, attached hereto as Exhibit A and by this reference incorporated herein as part of this Agreement. Actual construction

cost shall be the price of the Improvements as awarded to the lowest responsible bidder submitting the lowest responsive bid, plus or minus actual quantities when unit prices are bid, and plus or minus approved change orders affecting the Improvements.

- B. Design and Construction Management and Inspection Cost. COUNTY has incurred costs to design the Improvements and prepare the Project for bidding. COUNTY will also incur costs to administer the awarded construction contract, including management and inspection costs. For purposes of this Agreement, design and construction management and inspection costs shall be deemed to be twenty percent (20%) of the construction cost. Based on the foregoing estimate of the cost to construct the Improvements, design and construction management and inspection costs calculated at 20% would be \$55,200.
- C. Cost Sharing. CITY shall reimburse COUNTY 50% of the actual construction cost and design and construction management and inspection costs. This 50% is estimated to be \$165,600. Provided, however, under no circumstances shall CITY'S total share exceed \$225,000 without prior written consent of CITY signed by CITY'S Manager.
- D. Invoicing. COUNTY shall invoice CITY upon completion of the project for CITY'S share of costs.
- E. Payments. CITY shall reimburse COUNTY within 30 days after receipt of invoice from COUNTY.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. INDEMNIFICATION

- A. CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S officers, directors, agents, employees, and volunteers.
- B. COUNTY shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, City Council members, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, and volunteers.
- C. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

7. INSURANCE

Each party, 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. Each party shall provide certificates of insurance, excess insurance and/or self insurance to the other party during the term of this agreement. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

8. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by the Director of COUNTY'S Department of Transportation and counsel for COUNTY.

9. SUCCESSORS

This Agreement shall bind the successors of CITY and COUNTY in the same manner as if they were expressly named.

10. TIME

Time is of the essence of this Agreement.

11. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

12. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

13. TERMINATION

A. Either party may terminate this Agreement in the event of a material breach by the other party. The party alleging the breach shall give written notice thereof to the party in breach, and the Agreement shall terminate unless the breach is cured within thirty (30) days.

B. COUNTY, prior to commencement of construction, may terminate this Agreement immediately upon giving written notice to CITY, and CITY, prior to

commencement of construction of the Improvements, may terminate this Agreement immediately upon giving written notice to COUNTY:

- 1) If advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds is suspended or delayed;
- 2) If funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State;
- 3) If funds in either party's yearly proposed and/or final budget are not appropriated for this Agreement or any portion thereof; or
- 4) If funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated as a result of mid-year budget reductions.

C. The Director of COUNTY'S Department of Transportation has authority to terminate this Agreement under the foregoing provisions on behalf of COUNTY.

14. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between CITY and COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CITY and COUNTY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

15. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

16. FORCE MAJEURE

Neither CITY nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

17. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

18. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf

of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

19. COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

CITY OF SACRAMENTO, a municipal corporation

By: _____
Michael J. Penrose, Director
Department of Transportation
Municipal Services Agency

By: _____
John Shirey
City Manager

Date: _____

Date: _____

Agreement Approved by the Board of Supervisors and signed by the Director under authority delegated by Resolution No. 99-0327.

Approved as to Form:

Agenda Date: _____

Deputy City Attorney

Item No.: _____

Attest:

City Clerk

Date: _____

Reviewed and Approved by County Counsel

By: _____
William Burke, Deputy County Counsel

EXHIBIT A
Agreement for Cost Sharing of
Marconi Avenue Pavement Overlay
(Highway 80 to Howe Avenue)

PRELIMINARY ESTIMATE OF COST TO CONSTRUCT IMPROVEMENTS

A.C. Overlay Project - Federal 2015 Marconi Ave Contract No. 4220			
	Item/Quantity	Unit Price	Cost
1	Place Class II Aggregate Base (Shoulder Backing and CGSW)	\$ 50.00	
	85 TONS		\$ 4,274.50
2	Place Asphalt Rubber Hot Mix (ARHM)	\$ 100.00	
	907 TONS		\$ 90,700.00
3	Place Type "A" Asphalt Concrete (Base Repair and C&G)	\$ 93.00	
	753 TONS		\$ 70,006.68
4	Place Slurry Seal	\$ 0.40	
	20,671 SF		\$ 8,268.40
5	Cold Plane A.C. Pavement (Wedge Grind)	\$ 0.40	
	32,833 SF		\$ 13,133.20
6	6" Deep Base Repair Grind	\$ 1.00	
	15,918 SF		\$ 15,918.00
7	Place Pavement Reinforcing Fabric	\$ 1.50	
	6,820 SY		\$ 10,230.00
8	Remove & Replace PCC Curb and Gutter - (Type 1A & 2)	\$ 50.00	
	240 LF		\$ 12,000.00
9	Remove & Replace PCC Sidewalk & Sidewalk Ramp	\$ 13.90	
	1,069 SF		\$ 14,861.05
10	Install Detectable Warning Surface	\$ 500.00	
	2 EA		\$ 1,000.00
11	Install Type "B" Drain Inlet	\$ 2,700.00	
	2 EA		\$ 5,400.00
12	Lower Storm Drain Manhole Frame & Cover	\$ 450.00	
	3 EA		\$ 1,350.00
13	Adjust Storm Drain Manhole Frame & Cover to Grade	\$ 600.00	
	3 EA		\$ 1,800.00
14	Install Survey Monument	\$ 500.00	
	4 EA		\$ 2,000.00
15	Install Thermoplastic Traffic Stripe - 4" Wide	\$ 0.40	
	4,318 LF		\$ 1,727.20
16	Install Thermoplastic Traffic Stripe - 6" Wide	\$ 0.55	
	1,370 LF		\$ 753.50
17	Install Thermoplastic Traffic Stripe - 8" Wide	\$ 0.90	
	220 LF		\$ 198.00
18	Install Thermoplastic Traffic Stripe - 12" Wide	\$ 3.00	
	474 LF		\$ 1,422.00
19	Install Thermoplastic Pavement Markings	\$ 4.00	
	143 SF		\$ 572.00
20	Install Pavement Marker	\$ 4.00	
	145 EA		\$ 580.00
21	Install Inductive Loop Detector	\$ 1,000.00	
	2 EA		\$ 2,000.00
22	Install Detector Lead-In Cable (DLC)	\$ 3.00	
	960 LF		\$ 2,880.00
23	Install Type "B" Handhole	\$ 800.00	
	2 EA		\$ 1,600.00
24	Install 2" Conduit	\$ 65.00	
	205 LF		\$ 13,325.00
	TOTALS		\$ 276,000