



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01443

November 29, 2016

Consent Item 09

Title: Transfer of Funds and Cooperative Agreement with the City of West Sacramento for the Broadway Bridge Project (T15155300)

Recommendation: Pass a Resolution 1) transferring \$750,000 from the State and Federal Grant Match Project (T15007200, Major Street Construction Fund, Fund 2007) to the Broadway Bridge Feasibility Project (T15155300); 2) renaming the Broadway Bridge Feasibility Project (T15155300) to the Broadway Bridge Project (T15155300); and 3) authorizing the City Manager or the City Manager's designee to execute a cooperative agreement with the City of West Sacramento for the project approval and the environmental document phase.

Location: The Sacramento River south of the Highway 50 Pioneer Bridge near Broadway, District 4

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

Presenter: None.

Department: Department of Public Works

Attachments:

1-Description/Analysis

2-Resolution

3-Cooperative Agreement between City of West Sacramento and City of Sacramento

4-Signed Grant Agreement

Description/Analysis

Issue Detail: The cities of Sacramento and West Sacramento have recognized the need for more river crossings. In 2011, the cities completed the Sacramento River Crossings Alternatives Study, which identified the purpose and need for new bridge crossings including one south of the Pioneer Bridge, identified as the South Market crossing. In February 2013, the City Council directed staff to partner with West Sacramento to submit a grant application to the Sacramento Area Council of Governments (SACOG) for a new Sacramento River South Market crossing immediately south of Pioneer Bridge. With these funds, the cities completed the feasibility study in 2015 and identified four different alignments for a new crossing connecting West Sacramento to Broadway in Sacramento. West Sacramento, with the support of Sacramento, applied for TIGER VI discretionary federal grant funds and was awarded \$1.5 million for the engineering and environmental analysis of the Broadway bridge, which was one of the four locations identified previously. On June 13, 2016, the California Department of Transportation authorized the TIGER VI funds for the preliminary engineering phase to West Sacramento as the lead agency. Executing the recommended cooperative agreement with West Sacramento will continue the partnership between the cities by sharing the local costs associated with the joint project.

Policy Considerations: The recommendations in this report are consistent with General Plan Goal M 4.1.5 to work with adjacent jurisdictions to establish the appropriate responsibilities to fund, evaluate, plan, design, construct, and maintain new river crossings, and General Plan Goal M 4.2.4 to identify new bridges for added pedestrian and bicycle facilities. The recommendations also fulfill the recommendation from the Sacramento River Crossings Alternatives Study and the analysis within the Broadway Bridge Feasibility study for a new South Market crossing, in the vicinity of Broadway.

Economic Impacts: None

Environmental Considerations: No environmental review is necessary for this action because the recommendations in this report involve general policy and procedure and are not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act (CEQA) Guidelines. With these funds, state and federal environmental reviews of the project will be initiated.

Sustainability: The recommendations in this report support the City of Sacramento's sustainability goals to improve and optimize the transportation infrastructure, reduce the dependence on private automobiles and encourage the use of public transit and bicycle and pedestrian modes of transportation.

Commission/Committee Action: None

Rationale for Recommendation: Among other objectives, the Broadway Bridge Feasibility Study found that a new bridge in the vicinity of Broadway would increase the number of persons that can safely, efficiently, and reliably cross the river. It would also improve the connectivity to, and accessibility of, businesses, recreational areas, and new or redevelopment opportunity sites located in the cities of Sacramento and West Sacramento. A new bridge would reduce trip distances across the river and would minimize the use of the Pioneer Bridge by local traffic. City Council approval is needed for the transfer of funds and to execute the cooperative agreement with West Sacramento.

Financial Considerations: The estimated project cost for this phase is approximately \$3,000,000. Staff estimates the required local match and federally ineligible costs to be \$1,500,000. The City of West Sacramento will be the lead agency and manage the project, and each city will pay up to \$750,000 for its share of the combined estimated local costs for this phase. The City of Sacramento will track its project expenses and expenditures in the Broadway Bridge Project (T15155300).

As of August 26, 2016, the Broadway Bridge Project (T15155300) has a total budget of \$50,000. Approval of the transfer of \$750,000 (Fund 2007) from the State and Federal Grant Match Project (T15007200) to the Broadway Bridge Project (T15155300) will bring the total budget to \$800,000 and the unobligated balance to \$774,996. This unobligated balance is sufficient to cover the City's estimated local funding commitment to this phase of the project.

As of August 26, 2016, the State and Federal Grant Match Project (T15007200) has a total budget and unobligated balance of \$8,480,228, which is sufficient to complete the transfer of \$750,000 (Fund 2007) to the Broadway Bridge Project (T15155300).

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

Local Business Enterprise (LBE): This is a federally-funded project so Disadvantaged Business Enterprise (DBE) requirements will apply. West Sacramento is the lead agency for the project and will contract for the work.

RESOLUTION NO. 2016-

Adopted by the Sacramento City Council

November 29, 2016

TRANSFER OF FUNDS AND COOPERATIVE AGREEMENT WITH WEST SACRAMENTO FOR THE BROADWAY BRIDGE PROJECT (T15155300)

BACKGROUND

- A. The City of Sacramento, in cooperation with the City of West Sacramento, has conducted a Sacramento River Crossings Alternatives Study, which identified the area immediately south of the Highway 50 Pioneer Bridge as the desired location for a new river crossing. The Study was completed in 2011 with a discussion at the July 19, 2011 City Council meeting and the acceptance at the October 18, 2011 City Council meeting. Staff was directed to seek funding for a feasibility study focused specifically on the South Market.

- B. The City of Sacramento partnered with the City of West Sacramento and received federal funding for a feasibility study through the Sacramento Area Council of Governments as part of the 2013 biennial call for projects. The feasibility study was completed in 2015 and identified four crossing alternatives for the Broadway Bridge.

- C. The City of West Sacramento received TIGER VI discretionary grant funds, which were authorized on June 13, 2016. These funds are for the project approval and environmental document phase of the alternatives identified in the Broadway Bridge feasibility study. The cities would like to continue this partnership by sharing in the local costs to deliver the project approval and environmental document phase of the project.

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

- 1. Transferring \$750,000 from the State and Federal Grant Project (T15007200, Major Street Construction Fund, Fund 2007) to the Broadway Bridge Feasibility Project (T15155300) is approved.

2. The Broadway Bridge Feasibility Project (T15155300) is renamed to the Broadway Bridge Project (T15155300).
3. The City Manager or the City Manager's designee is authorized to execute a cooperative agreement with the City of West Sacramento for the project approval and the environmental document phase.

**COOPERATIVE AGREEMENT BETWEEN CITY OF WEST SACRAMENTO
AND CITY OF SACRAMENTO FOR
THE BROADWAY BRIDGE PROJECT
[Project No. TGR2DGL-5447(043) FL]**

This Agreement is made as of November 16, 2016, by and between the City of West Sacramento ("Lead Agency"), a general law city of the State of California, and the City of Sacramento ("Sacramento"), a charter city of the State of California.

RECITALS

WHEREAS, the California Government Code sections 6500 *et seq.* authorize local public agencies to jointly exercise powers held in common by the agencies; and

WHEREAS, in 2003, the City of West Sacramento and the City of Sacramento (herein collectively referred to as the "Cities") jointly developed the Sacramento Riverfront Master Plan, which identified four guiding principles for waterfront development: creating riverfront neighborhoods and districts, establishing a web of connectivity, strengthening the green backbone of the community and making places for celebration; and

WHEREAS, the Sacramento Riverfront Master Plan identified a multi-modal bridge crossing the Sacramento River, south of the Pioneer Bridge, connecting Pioneer Bluff in West Sacramento to the Broadway corridor in Sacramento ("Broadway Bridge"); and

WHEREAS, in 2006, the Cities entered into a Cooperative Agreement for the purposes of completing a feasibility study and project study report for the Broadway Bridge; and

WHEREAS, the finding of this study was that it was premature to analyze the feasibility of the Broadway Bridge without first addressing the need and purpose for all future bridges across the Sacramento River; and

WHEREAS, in 2009 the Cities entered into a Cooperative Agreement for the development of the Sacramento River Crossing Study; and

WHEREAS, the Sacramento River Crossing Study, accepted by the Sacramento and West Sacramento City Councils in 2011, included a need and purpose statement, attached hereto and incorporated herein as Exhibit A, and the Neighborhood Friendly Bridge Definition adopted by Sacramento attached hereto and incorporated herein as Exhibit B, which was designed to guide the planning process for all bridges in the study area; and

WHEREAS, the 2011 Sacramento River Crossing Study identified three general bridge locations for the study area south of the Pioneer Bridge (“South Market area”), namely 1) Bridge District/Pioneer Bluff to Docks/Miller park, 2) Stone Lock to Miller Park, and 3) Southport to I-5/Sutterville; and

WHEREAS, contingent upon their acceptance of the Sacramento River Crossing Study, in 2011 the Cities’ Councils directed staff to eliminate the most southern alignment (Southport to I-5/Sutterville) in the South Market area from further study; and

WHEREAS, also contingent for the acceptance of the Sacramento River Crossing Study the Sacramento City Council adopted the Neighborhood Friendly Bridge Definition attached as Exhibit B; and

WHEREAS, in 2015, the Cities entered into a Cooperative Agreement for the purposes of completing a second feasibility study for the most northern alignment identified in the Sacramento River Crossing Study, the Broadway Bridge; and

WHEREAS, in December 2015, the Cities’ Councils accepted the 2015 Broadway Bridge Feasibility Study; and

WHEREAS, the Lead Agency, with the support of Sacramento (as demonstrated by the letter attached hereto and incorporated herein as Exhibit C), applied for and received a \$1.5 million federal Transportation Investment Generating Economic Recovery (TIGER) grant to fund half of the cost to complete the Project Approval and Environmental Documentation (PA/ED) phase for the Broadway Bridge (“Project”) ; and

WHEREAS, the required local match for the TIGER grant is \$375,000; and

WHEREAS, the Cities proposed to increase the local match by \$1.125 million for a total of \$1.5 million in local funds; and

WHEREAS, the Lead Agency is committing up to \$750,000 local fund contribution to the project through its current capital improvement project budget for the Project; and

WHEREAS, Sacramento is committing up to \$750,000 local fund contribution to the Project as described in the TIGER Grant Agreement (Exhibit D) and in the Work Program Estimated Budget (Exhibit E) attached hereto and incorporated herein; and

WHEREAS, the Lead Agency is willing to undertake the Project pursuant to the terms of this Agreement; and

WHEREAS, the Cities enter into this Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Lead Agency and Sacramento agree as follows:

1. TIGER Grant Agreement. The Lead Agency has executed a Federal Highway Administration Grant Agreement titled FHWA FY 2015 TIGER planning Grant No. 15, dated January 26, 2016, attached hereto and incorporated herein as Exhibit D ("TIGER Grant Agreement"). The Lead Agency shall manage the TIGER Grant Agreement's Statement of Work, the Estimated Project Budget and Estimated Project Schedule, (Attachments A, B and C of Exhibit D, herein collectively referred as the "Work Program") through completion and shall be responsible for entering into all professional services agreements and any supplemental agreements required for the consultant work.
 - a. Pursuant to section 5.3 of the TIGER Grant Agreement, the Lead Agency may request modifications to the Grant Agreement. Sacramento may submit requests to extend the Estimated Project Schedule in writing to the Lead Agency, which the Lead Agency will present to United States Department of Transportation for consideration.

2. Project Management. The Lead Agency will develop, in coordination with Sacramento, the consultant's scope of work, schedule and budget to complete the Work Program. The Lead Agency will promptly provide draft documents to Sacramento staff assigned to the Broadway Bridge Project and Sacramento staff will promptly provide feedback on draft documents to the Lead Agency. This will include the procurement documents, the Consultant Work Plan, any additional Scope of Work related to the project, and all project deliverables required by the Consultant's Work Plan.
 - a. Staff for the Cities will develop and seek approval of an amendment to this agreement for purposes of formalizing a project management process.
 - i. The project management amendment will formalize an inter-jurisdictional multi-discipline working group for the purpose of developing and implementing the Work Program. This working group would be charged with evaluating the bridge alternatives in relation to the Sacramento River Crossing Study's need and purpose statement and the City of Sacramento adopted Neighborhood Friendly Bridge Definition.
 - ii. Staff for the Cities will present this amendment for approval no later than March 1, 2017.

3. Project Financing. The estimated budget to complete the Work Program is \$3 million. The funds available for the completion of the Work Program are: \$1.5 million

from the TIGER grant award, local funds in the amount of \$375,000 for the local match required by the TIGER Grant Agreement, and \$1.125 million in additional local funds. These funds are summarized in the Work Program Estimated Budget breakdown that is attached as Exhibit E.

- a. Consultant cost reimbursement for contracts. The Lead Agency will invoice the California Department of Transportation for all federally eligible project expenses; supporting documentation will be provided per federal accounting rules.
 - i. The Lead Agency will invoice the California Department of Transportation at a rate of eighty percent (80%) of the eligible project expenses until the \$1.5 million TIGER grant award is exhausted.
 - ii. The Lead Agency will invoice Sacramento every 3-6 months for half of the eligible Work Program costs incurred beginning June 15, 2016 up to \$187,500 which is half the match requirement. Supporting documentation for reimbursement will be provided with each invoice to the reasonable satisfaction of Sacramento Engineering Services accounting staff. Sacramento may pay its share of the match requirement as a lump sum.
 - iii. Once the above \$187,500 or one half the local match threshold is met, the Lead Agency will invoice for one-half of the consultant contract expenses incurred until the Consultant Work Plan under the Work Program is completed or Sacramento has reached its maximum additional local cash contribution not to exceed \$387,500 which is the additional Sacramento contribution to the Consultants Work Plan.
 - iv. In summary, Sacramento's maximum cash contribution of \$575,000 toward the Consultant Work Plan will include \$187,500 toward local match (per subsection 3.a.ii), and an additional \$387,500 toward the Work Program (per subsection 3.a.iii). Sacramento may pay its share of the cash contribution toward the Consultant Work Plan as a lump sum.
- b. Staff costs. The Lead Agency's and Sacramento's staff costs are in-kind contributions and will not be reimbursed. Therefore, of the \$750,000 committed by Sacramento in Exhibit C, Sacramento will set aside \$175,000 for Sacramento staff costs for project management, administration, and coordination of the Work Program. Sacramento will provide an accounting to the Lead Agency for their staff costs expenditures upon request, up to the maximum amounts set forth above. Supporting documentation will be provided to the reasonable satisfaction of the Lead Agency. The Lead Agency will set aside \$225,000 of its contribution toward West Sacramento staff costs.
- c. The \$750,000 contribution from Sacramento as described in subsections 3.a and 3.b, the Exhibit C letter, and the Exhibit E Work Program are the sum total

commitment by Sacramento to the project. Any cost increases of the Consultant Work Plan will require amendment to this Agreement.

4. Except as otherwise provided in Section 5, the parties may terminate or modify the terms and conditions of this Agreement only by written termination or amendment to this Agreement signed by both parties.
5. 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 of the date of such notice.
6. The Lead Agency shall defend, indemnify and hold harmless Sacramento, its 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 the Lead Agency's City Council, officers, directors, agents, employees, volunteers or contractors. Likewise, Sacramento shall defend, indemnify and hold harmless the Lead Agency, its Council, 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 the City of Sacramento's City Council, officers, directors, agents, employees, volunteers or contractors.
7. It is the intention of the Lead Agency and Sacramento that the provisions of Section 6 be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, contractors, City of the Lead Agency's City Council or Sacramento's City Council. It is also the intention of the Lead Agency and Sacramento that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, contractors, the Lead Agency's City Council or Sacramento's City Council.
8. The prevailing party in any proceedings, judicial or otherwise, brought to enforce the terms of this Agreement, shall be entitled to reasonable attorney fees and costs in prosecuting or defending such proceedings.
9. 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 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 coverage's. The Lead Agency shall require that consultants hired to perform work on the Project provide insurance appropriate for the Project, including but not limited to professional liability insurance when appropriate. The contractor's insurance shall name the Lead Agency and Sacramento as additional insureds and shall provide that insurance or self-insurance maintained by The Lead Agency or Sacramento shall be in excess of the contractor's insurance and shall not contribute with it.

10. This Agreement represents the entire agreement of the parties relating to the subjects covered by this Agreement. No oral or written statement, representation, or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms hereof.

11. 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 party 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.

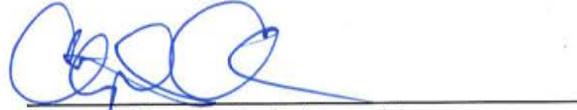
LEAD AGENCY: Public Works Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691
ATTN: Jason McCoy, Senior Transportation Planner

SACRAMENTO: Department of Public Works
915 I St, Room 2000
Sacramento, CA 95814
ATTN: Jesse Gothan, Supervising Engineer

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.

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

CITY OF WEST SACRAMENTO
a California general law city



Christopher L. Cabaldon, Mayor

ATTEST:

CITY Clerk

APPROVED AS TO FORM:



CITY Attorney

(Signatures continue on next page)

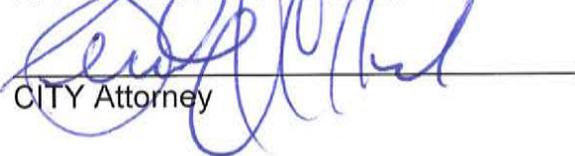
CITY OF SACRAMENTO
a California charter city

Kevin Johnson, Mayor

ATTEST:

CITY Clerk

APPROVED AS TO FORM:



CITY Attorney

Exhibit A

Need and Purpose Statement

Need: The proposed action is needed for the reasons listed below.

1. Limited connectivity across the river creates longer trip lengths, which discourage walking and bicycling.
2. Longer trip lengths create dependence on automobile use that generates negative public health effects and adverse environmental effects such as emissions of air pollutants and greenhouse gas (GHG) emissions.
3. Limited connectivity across the river creates concentrated vehicle traffic flows on existing bridges and their connecting approach roadways resulting in undesirable travel delays for vehicle traffic including public bus transit during weekday peak periods and special events.
4. Limited connectivity across the river reduces options for emergency response teams thereby increasing response times and limiting alternatives for evacuations.
5. I Street, Tower, and Pioneer Bridges do not fully comply with current design standards, which limit or restrict multi-modal use, increase seismic vulnerability, and exacerbate the potential effects of natural disasters.
6. Limited connectivity across the river is a barrier to economic activity, social exchanges, recreational opportunities, and access to jobs within the urban core of Sacramento and West Sacramento.
7. Limited connectivity to the riverfront reduces the potential to achieve planned urban development and re-development of opportunity sites identified in the adopted plans of Sacramento and West Sacramento.
8. Limited connectivity reduces opportunities to use the riverfront for enjoyment and recreation.

Purpose: The proposed action is intended to achieve the following objectives.

1. Increase the number of river crossings that meet current design standards and encourage travel by walking, bicycling, low energy vehicles, and public transit.
2. Increase the number of persons that can safely, efficiently, and reliably cross the river.
3. Increase options for emergency response teams to cross the river.
4. Increase options for evacuations.
5. Improve the connectivity to, and accessibility of, businesses, recreational areas, and new or re-development opportunity sites located in the urban core of Sacramento and West Sacramento.
6. Reduce trip length distances across the river between major origins and destinations.
7. Reduce the growth in vehicle miles of travel (VMT) and vehicle hours of delay (VHD).
8. Reduce the growth in transportation related energy use, air pollution emissions, and greenhouse gas emissions.
9. Reduce the growth in vehicle traffic on local neighborhood streets especially cut through traffic.
10. Minimize the use of Pioneer Bridge by local traffic

Exhibit B

Neighborhood Friendly Bridge Definition

New crossings of the Sacramento River between the City of Sacramento and West Sacramento shall be Neighborhood Friendly. A Neighborhood Friendly river crossing shall

be defined as:

- A facility whose primary function is local connectivity rather than regional travel and primarily serves short local trips.
- A bridge which serves all users, including motorists, bicyclists, pedestrians, low energy vehicles, and public transit riders.
- A bridge with aesthetics and dimensions which are architecturally pleasing and contextually appropriate for the adjacent neighborhoods.
- A bridge that does not exceed or expand the already-planned capacity of the approach roadways (i.e. no widening of approaches just to accommodate bridge flows).
- A facility which is designed with a target speed that is equal to or less than the approach roadways.
- A bridge which reduces the growth in vehicle miles traveled in the adjacent communities.
- A bridge that does not connect directly to streets which are primarily residential in character.
- A bridge that is consistent with the Need and Purpose statement as articulated.

Exhibit C SACRAMENTO LETTER OF SUPPORT



DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ROOM 2000
SACRAMENTO, CA
95814-2504

OFFICE OF THE DIRECTOR

PH 916-608-7100
FAX 916-808-5573

April 23, 2014

U.S. Department of Transportation
Attn: TIGER Program
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Letter of Support – Broadway Bridge Feasibility Project

To Whom it May Concern:

The Broadway Bridge is a key link between the Cities of Sacramento and West Sacramento. In 2003, both cities commissioned the Sacramento Riverfront Master Plan. One of the key aspects of this document approved by both City Councils was an analysis of the impediments to public access to one of America's most pristine riverfronts. The lack of connections between river districts on both sides of the river was determined to be the most pressing issue hampering economic development between the two cities.

In 2008, the two cities commissioned the Sacramento Riverfront Reconnections Study, funded by federal and state dollars that prioritized where new bridges should be implemented. Two bridges were selected for implementation, the I Street Bridge Replacement Project and the Broadway Bridge Project. Both projects were added to the Sacramento Region Metropolitan Transportation Program as two of the highest transportation priorities for the entire metropolitan area. The I Street Bridge Project was funded under the Highway Bridge Program and is currently in design.

The second project, the Broadway Bridge, will provide key access to the southern waterfront area of the two cities. It will open areas on both sides of the River for redevelopment including the Pioneer Bluff Area in West Sacramento and the Broadway Area in Sacramento. The Broadway Bridge will also reduce congestion on Interstate 5, one of the West's most important goods movement corridors, by allowing residents and businesses in the two cities to use a local bridge instead of the federally funded Interstate 5.

In terms of implementing the two bridge projects, the City of Sacramento is the lead agency and was the lead agency on the I Street Bridge Project. The City of West Sacramento is the lead agency on the Broadway Bridge Project. The City of Sacramento strongly supports the initiation of the Project Approval and Environmental Document (PA/ED) phase of the Broadway Bridge Project through a \$1.5 million request from the TIGER program. The City of Sacramento, like the City of West Sacramento will contribute 50% of the matching funds or \$750,000 towards the 1:1 match for this project.

Sincerely,

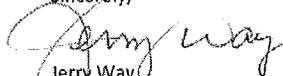

Jerry Way
Director of Public Works

EXHIBIT D

**FHWA FY 2014 TIGER Planning Grant No. 15
BROADWAY BRIDGE**

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590

GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2014
(Pub. L. 113-76, JANUARY 17, 2014)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2014 TIGER DISCRETIONARY GRANTS)

City of West Sacramento

Broadway Bridge

FHWA FY 2014 TIGER Planning Grant No. 15

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of City of West Sacramento ("Recipient") as a Recipient of a grant awarded under the provisions of The Consolidated Appropriations Act, 2014 (Pub. L. 113-76; January 17, 2014), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2014 TIGER Discretionary Grants" or "TIGER Discretionary Grants."

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Recipient. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").
- 1.2 This Grant is made to the Recipient for the project as described in the Recipient's Technical Application (the "Project"), titled "Broadway Bridge", and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of this urban Project.
- 1.3 The Government, having reviewed and considered the Recipient's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of **One Million, Five Hundred Thousand Dollars (\$1,500,000)**, for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed

amount of funding that is being provided by the Government under this Grant Agreement. For urban projects, the Recipient hereby certifies that not less than **Three Hundred Seventy-Five Thousand Dollars (\$375,000)** in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources. The Government's liability to make payments to the Recipient under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Recipient agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at:
[http://www.ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2014_gr_exhbt tmp/index.htm](http://www.ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2014_gr_exhbt_tmp/index.htm)

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Recipient
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. RECIPIENT AND PROJECT INFORMATION

Recipient, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

2.1 Project’s Statement of Work Summary (for further information see Attachment A):

The West Sacramento Multimodal Corridor and River Crossing planning project completes the environmental documentation phase of a new Broadway Bridge crossing the Sacramento River, connecting the City of West Sacramento to Sacramento.

2.2 Project’s Schedule Summary (for further information see Attachment B):

Planned Consultant Selection Date	March 23, 2016
Planned Start of Project Date	April 04, 2016
Planned Draft Project Report Date	April 02, 2018
Planned Environmental Document Start Date	December 05, 2016
Anticipated Approval Final Environmental Document	May 30, 2018
Planned Final Project Report Date	June 01, 2018
Planned Project Completion Date	August 3, 2018
Planned Project Closeout Date	August 3, 2019

2.3 Project’s Budget Summary (for further information see Attachment C):

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$1,500,000	50%
Other Federal Funds (if any):	\$0	0%
State Funds (if any):	\$0	0%
Local Funds ¹ (if any):	\$1,500,000	50%
In-Kind Match (if any)	\$0	0%
Other Funds (if any):	\$0	0%
Total Project Cost:	\$3,000,000	100%

If there are any cost savings or if the contract award is under the engineer’s estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Recipient’s funding amount and percentage share may be reduced,

¹ Cities of Sacramento, \$750,000 and West Sacramento, \$750,000

provided that the Recipient's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Recipient's and any Sub-Recipient's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Recipient:

0384604370000

Name of any First-Tier Sub-Recipients: N/A

DUNS No. of First-Tier Sub-Recipient: N/A

2.5 Recipient's Designation of Official Contact (to whom all communications from Government will be addressed):

Jason McCoy, AICP
Senior Transportation Planner
City of West Sacramento
Public Works Department
1110 West Capitol Avenue
West Sacramento, CA 95691
916-617-4832
mccoyj@cityofwestsacramento.org

Notwithstanding paragraph 5.3 of this Grant Agreement, the Recipient may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

2.6 The FHWA Technical Representative (FHWA TR) designated in Section 3.5 herein will assist in monitoring the work under this Agreement. The FHWA TR will oversee the technical administration of this Agreement and act as technical liaison with the recipient. The FHWA TR is not authorized to change the scope of work or specifications as stated in the Agreement, to make any commitments or otherwise obligate the Government or authorize any changes which affect the Agreement funding, delivery schedule, period of performance or other terms or conditions.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Recipient agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Recipient further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Recipient shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

The Recipient shall submit an electronic copy, in PDF format, to the FHWA TR, and one electronic copy to the FHWA Planning POC on or before the 20th of the month following the calendar quarter being reported. Reports submitted under this provision satisfy the NOFA requirement for a midterm and final report.

Calendar Quarters are:

- (1) January - March
- (2) April - June
- (3) July - September
- (4) October- December

Each report shall contain concise statements covering the activities relevant to the project, including:

- a summary of work performed for the current quarter;
- a summary of work planned for the upcoming quarter;
- a description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the Grant Agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered;
- a tabulation of the current and cumulative costs expended for each task, by quarter, versus budgeted costs; and
- SF425, Financial Status Report.

- 3.2 **Annual Budget Review and Program Plan:** The Recipient shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.

- 3.3 Recipient shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the report submitted, e.g., Re: FHWA FY 2014 TIGER Discretionary Grant No. P-15 – Quarterly Progress Report No. 1 or 2 or 3, etc.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 2 C.F.R. 200.342-.345, as applicable) are completed, and the Government notifies the Recipient and forwards the final Federal assistance payment, or when the Government acknowledges Recipient's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Recipient agrees to: (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and (2) provide a report on the final scope of work, schedule, and budget compared against the scope of work described in section 2.1, the Project's Schedule Summary in section 2.2, and the Project's Budget Summary in section 2.3.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

TIGER Program Coordinator
FHWA California Division
650 Capitol Mall, Suite 4-100
Sacramento, CA 95814-4708
916-498-5001

and

FHWA TIGER Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E86-201
Washington, DC 20590
(202) 366-0857
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE

Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Recipient without the need for a formal amendment to this Agreement.

SECTION 4. SPECIAL GRANT REQUIREMENTS

- 4.1 An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the FHWA under Grant Agreement P-15.”

All materials must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the FHWA.”

- 4.2 The Recipient shall make available to the Government copies of all work developed in performance of this Grant Agreement, including but not limited to software and data. The Government and others acting on its behalf shall have unlimited rights to obtain, reproduce, publish, or otherwise use the data developed in the performance of this Agreement pursuant to 2 C.F.R. Part 200.315.
- 4.3 The Recipient shall complete the preparation of all required environmental documentation, including an anticipated environmental assessment, in compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).
- 4.4 There are no other special grant requirements for this Project.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Recipient and the Government, if any of the following occurs:
- 5.1.1 The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;

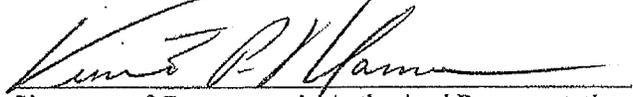
- 5.1.2 The Recipient fails to begin the Project before **June 4, 2016**;
- 5.1.3 The Recipient fails to begin expenditure of Grant funds by **July 16, 2016**;
- 5.1.4 The Recipient fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with the schedule in paragraph 2.2 even if it is beyond the reasonable control of the Recipient, or after giving the Recipient a reasonable opportunity to cure such failure; or,
- 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by Recipient on or before September 30, 2016. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2021, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Recipient) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

- 6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in quadruplicate; each countersigned original shall be treated as having identical legal effect.
- 6.2 **Effective Date:** The Agreement shall be effective when fully executed by authorized representatives of the Recipient and the Government; provided, however, that the Recipient shall execute this Agreement, and then submit four (4) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.
- 6.3 **Survival:** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

EXECUTION BY THE GOVERNMENT

Executed this 26th day of Jan, 2014.


Signature of Government's Authorized Representative

Vincent P. Mammano
Division Administrator
FHWA California Division

EXECUTION BY CITY OF WEST SACRAMENTO, CA

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this 16th day of December, 2015.

City of West Sacramento
A California GENERAL LAW CITY



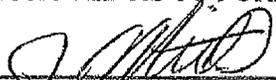
For Christopher L. Cabaldon, Mayor

ATTEST:



Kryss Rankin, CITY Clerk

APPROVED AS TO FORM:

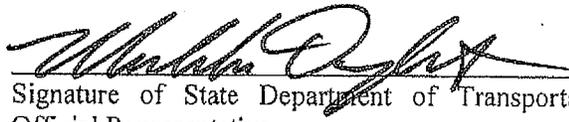


Jeff Mitchell, CITY Attorney

EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Recipient to assist in the receipt and disbursement of the TIGER Discretionary Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Recipient and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the TIGER Grant to the Recipient at Recipient's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this 21 day of Jan., 20116



Signature of State Department of Transportation Designated
Official Representative

Malcolm Dougherty
Director
California Department of Transportation

ATTACHMENT A STATEMENT OF WORK

The West Sacramento Multimodal Corridor and River Crossing planning project completes the environmental documentation phase of a new Broadway Bridge crossing the Sacramento River, connecting the City of West Sacramento to Sacramento.

The bridge crossing will connect West Sacramento near 15th Street and Sacramento near Broadway Avenue, a distance of approximately 0.8 miles. The length of the proposed bridge is about 850 feet, composed of a central moveable span of approximately 250 feet and two fixed span approach structures each with a length of about 300 feet.

Project tasks included in the scope of the project include:

- Alternatives Analysis – task will include site investigation, data acquisition and mapping. Conceptual bridge alignment alternatives and approach configurations presented in the Broadway Bridge Feasibility Study (to be completed December 2015) will be further screened using additional traffic data, more extensive travel forecasting analysis applying regional, sub-regional and local performance measures, and with additional stakeholder and public outreach. This task will include a Benefit-Cost Analysis for bridge type selection and preparation of an Operations/Analysis Report.
- Preliminary Engineering – task will include preparation of Geometric Approval Drawings and structural Advance Planning Studies; including development of conceptual geometrics, aesthetic concepts and additional stakeholder and community outreach. 30% plans and results from preliminary engineering tasks will serve as the basis for the Project Report.
- Environmental Documentation – task will commence with preparation the Preliminary Environmental Study Form, project description, publication of the project Notice of Preparation and a public scoping meeting. Technical studies prepared under this task will include a natural environment study, hydro-acoustic study, essential fish habitat evaluation, high water mark and wetland delineation, biological assessment, historic resources evaluation, cultural findings, Section 4(f) evaluation, visual and community resource assessment, noise study, and air quality analysis. A joint Draft Environmental Impact Report/Environmental Assessment (EIR/EA) following Caltrans annotated outline and direction from the City of West Sacramento will be prepared. Environmental documentation will include (as required) Preparation of Findings, Statement of Overriding Considerations, Notice of Determination, Mitigation Monitoring Plan, Administrative Draft and Final EIR/EA. This task will also include permitting agency coordination, environmental base mapping and community outreach.
- Project Report and Approvals – A project report will be prepared based on 30% Plans and will be consistent with current City of West Sacramento and City of Sacramento

standards. The report will include traffic, structure type analysis, preliminary geometrics, conceptual aesthetics, and long-term maintenance approach. The approved Project Report will be included as part of the documentation for the Caltrans Preliminary Engineering Evaluation Report (PEER). This task will include overall project management including State, federal and local agency coordination, public presentations and public relations.

**ATTACHMENT B
ESTIMATED PROJECT SCHEDULE**

Planned RFQ/RFP Advertisement Date	January 21, 2016
Planned Consultant Selection Date	March 23, 2016
Planned Start of Project Date	April 04, 2016
Planned Alternatives Analysis Start Date	May 01, 2016
Planned Preliminary Engineering Start Date	September 12, 2016
Planned Alternatives Analysis End Date	October 03, 2016
Planned Environmental Document Start Date	December 05, 2016
Planned Preliminary Engineering End Date	January 29, 2018
Planned Project Report and Approvals Start Date	January 08, 2018
Planned Approval Final Environmental Document	May 30, 2018
Planned Draft Project Report Date	April 02, 2018
Planned Final Project Report Date	June 01, 2018
Planned Project Completion Date	August 3, 2018
Planned Project Closeout Date	August 3, 2019

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

Activity	FY14 TIGER Funds	Local Funds			Planned Project Cost
Alternatives Analysis	\$200,000	\$200,000			\$400,000
Preliminary Engineering	\$650,000	\$650,000			\$1,300,000
Environmental Documentation	\$425,000	\$425,000			\$850,000
Project Report and Approvals	\$225,000	\$225,000			\$450,000
Total	\$1,500,000	\$1,500,000			\$3,000,000

RESOLUTION 15-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
ACCEPTING THE BROADWAY BRIDGE FEASIBILITY STUDY

WHEREAS, policy documentation that includes the General Plan of both the City of West Sacramento and City of Sacramento, the Sacramento Riverfront Master Plan, the Metropolitan Transportation Plan, and the Sacramento River Crossing Need and Purpose Study indicate the need for two new bridges over the Sacramento River; and

WHEREAS, the City of West Sacramento, with support of the City of Sacramento sought and obtained funding from the SACOG Regional Funding Program to prepare a feasibility study for the Broadway Bridge Project; and

WHEREAS, the City of West Sacramento, with support of the City of Sacramento, has completed the Broadway Bridge Feasibility Study and presented the findings to the City Council of the City of West Sacramento for formal acceptance; and

WHEREAS, the West Sacramento City Council approved Resolution 14-16 directing staff to submit an application for \$1.5 million in federal funding to complete the Project Approval and Environmental Document (PA/ED) phase of the Broadway Bridge Project, and has since been awarded those funds under the TIGER VI Discretionary Grants Program.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of West Sacramento:

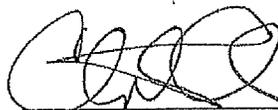
1. The City Council hereby accepts the findings of the Broadway Bridge Feasibility Study and concludes the objectives of the feasibility study have been satisfied.
2. The City Council recommends commencement of the subsequent Project Approval and Environmental Document (PA/ED) Phase of the Broadway Bridge Project.
3. The City Council authorizes the Mayor to sign the attached Grant Agreement under the Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014) for the National Infrastructure Investments Discretionary Grant Program (FY 2014 TIGER Discretionary Grants) between the City of West Sacramento, U.S. Department of Transportation Federal Highway Administration, and the California Department of Transportation.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 16th day of December, 2015 by the following vote:

AYES: Johannessen, Kristoff, Ledesma, Sandeen, Cabaldon.

NOES: None.

ABSENT: None.

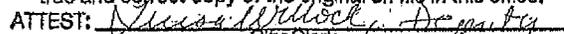


Christopher L. Cabaldon, Mayor

ATTEST:


Kryss Rankin, City Clerk

I hereby certify that, if bearing the seal of the City of West Sacramento (or Redevelopment Agency), this document is a full, true and correct copy of the original on file in this office.

ATTEST: 
City Clerk

RESOLUTION 15-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
ACCEPTING THE BROADWAY BRIDGE FEASIBILITY STUDY

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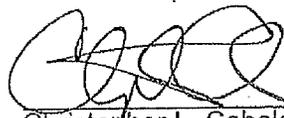
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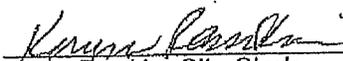
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PASSED AND ADOPTED by the City Council of the City of West Sacramento this 16th day of December, 2015 by the following vote:

AYES: Johannessen, Kristoff, Ledesma, Sandeen, Cabaldon.
NOES: None.
ABSENT: None.


Christopher L. Cabaldon, Mayor

ATTEST:


Kryss Bankin, City Clerk

I hereby certify that, if bearing the seal of the City of West Sacramento (or Redevelopment Agency), this document is a full, true and correct copy of the original on file in this office.
ATTEST: 
City Clerk

Exhibit E Work Program Estimated Budget

			Per section 1.3 of Grant Agreement Required Non- Federal Sources, the Required Match \$375,000	Sacramento Staff Project Management, Administration and Coordination* (Staff Resources)	West Sacramento Lead Project Management, Administration and Coordination* (Staff Resources)	Additional Local Match (\$750,000 – Required Match and Staff Resources)	Subtotal
Fund Source	Federal TIGER Grant No. 15	\$ 1,500,000.00					\$ 1,500,000.00
	West Sacramento Local Funds		\$ 187,500.00		\$ 225,000.00	\$ 337,500.00	\$ 750,000.00
	Sacramento Local Funds		\$ 187,500.00	\$ 175,000.00		\$ 387,500.00	\$ 750,000.00
Subtotal		\$ 1,500,000.00	\$ 375,000.00	\$ 175,000.00	\$ 225,000.00	\$ 725,000.00	\$ 3,000,000.00
Consultant Work Plan		\$ 1,500,000.00	\$ 375,000.00	Agency Staff Time*		\$ 725,000.00	\$ 2,600,000.00

*Funds are reserved by
each agency in-kind

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590

GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2014
(Pub. L. 113-76, JANUARY 17, 2014)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2014 TIGER DISCRETIONARY GRANTS)

City of West Sacramento

Broadway Bridge

FHWA FY 2014 TIGER Planning Grant No. 15

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of City of West Sacramento ("Recipient") as a Recipient of a grant awarded under the provisions of The Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2014 TIGER Discretionary Grants" or "TIGER Discretionary Grants."

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Recipient. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").
- 1.2 This Grant is made to the Recipient for the project as described in the Recipient's Technical Application (the "Project"), titled "Broadway Bridge", and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of this urban Project.
- 1.3 The Government, having reviewed and considered the Recipient's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of **One Million, Five Hundred Thousand Dollars (\$1,500,000)**, for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed

amount of funding that is being provided by the Government under this Grant Agreement. For urban projects, the Recipient hereby certifies that not less than **Three Hundred Seventy-Five Thousand Dollars (\$375,000)** in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources. The Government's liability to make payments to the Recipient under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Recipient agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at:
http://www.ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2014_gr_exhbt_tmp/index.htm

- Exhibit A Legislative Authority
- Exhibit B General Terms and Conditions
- Exhibit C Applicable Federal Laws and Regulations
- Exhibit D Grant Assurances
- Exhibit E Responsibility and Authority of the Recipient
- Exhibit F Reimbursement of Project Costs
- Exhibit G Grant Requirements and Contract Clauses
- Exhibit H Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

- Attachment A Statement of Work
- Attachment B Estimated Project Schedule
- Attachment C Estimated Project Budget

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. RECIPIENT AND PROJECT INFORMATION

Recipient, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):

The West Sacramento Multimodal Corridor and River Crossing planning project completes the environmental documentation phase of a new Broadway Bridge crossing the Sacramento River, connecting the City of West Sacramento to Sacramento.

2.2 Project's Schedule Summary (for further information see Attachment B):

Planned Consultant Selection Date	March 23, 2016
Planned Start of Project Date	April 04, 2016
Planned Draft Project Report Date	April 02, 2018
Planned Environmental Document Start Date	December 05, 2016
Anticipated Approval Final Environmental Document	May 30, 2018
Planned Final Project Report Date	June 01, 2018
Planned Project Completion Date	August 3, 2018
Planned Project Closeout Date	August 3, 2019

2.3 Project's Budget Summary (for further information see Attachment C):

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$1,500,000	50%
Other Federal Funds (if any):	\$0	0%
State Funds (if any):	\$0	0%
Local Funds ¹ (if any):	\$1,500,000	50%
In-Kind Match (if any)	\$0	0%
<u>Other Funds (if any):</u>	<u>\$0</u>	<u>0%</u>
Total Project Cost:	\$3,000,000	100%

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Recipient's funding amount and percentage share may be reduced,

¹ Cities of Sacramento, \$750,000 and West Sacramento, \$750,000

provided that the Recipient's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Recipient's and any Sub-Recipient's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Recipient:

0384604370000

Name of any First-Tier Sub-Recipients: N/A

DUNS No. of First-Tier Sub-Recipient: N/A

2.5 Recipient's Designation of Official Contact (to whom all communications from Government will be addressed):

Jason McCoy, AICP
Senior Transportation Planner
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- a summary of work planned for the upcoming quarter;
- a description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the Grant Agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered;
- a tabulation of the current and cumulative costs expended for each task, by quarter, versus budgeted costs; and
- SF425, Financial Status Report.

- 3.2 **Annual Budget Review and Program Plan:** The Recipient shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.

- 3.3 Recipient shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the report submitted, e.g., Re: FHWA FY 2014 TIGER Discretionary Grant No. P-15 – Quarterly Progress Report No. 1 or 2 or 3, etc.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 2 C.F.R. 200.342-.345, as applicable) are completed, and the Government notifies the Recipient and forwards the final Federal assistance payment, or when the Government acknowledges Recipient's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Recipient agrees to: (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and (2) provide a report on the final scope of work, schedule, and budget compared against the scope of work described in section 2.1, the Project's Schedule Summary in section 2.2, and the Project's Budget Summary in section 2.3.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

TIGER Program Coordinator
FHWA California Division
650 Capitol Mall, Suite 4-100
Sacramento, CA 95814-4708
916-498-5001

and

FHWA TIGER Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E86-201
Washington, DC 20590
(202) 366-0857
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE

Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Recipient without the need for a formal amendment to this Agreement.

SECTION 4. SPECIAL GRANT REQUIREMENTS

- 4.1 An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the FHWA under Grant Agreement P-15.”

All materials must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the FHWA.”

- 4.2 The Recipient shall make available to the Government copies of all work developed in performance of this Grant Agreement, including but not limited to software and data. The Government and others acting on its behalf shall have unlimited rights to obtain, reproduce, publish, or otherwise use the data developed in the performance of this Agreement pursuant to 2 C.F.R. Part 200.315.
- 4.3 The Recipient shall complete the preparation of all required environmental documentation, including an anticipated environmental assessment, in compliance with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).
- 4.4 There are no other special grant requirements for this Project.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Recipient and the Government, if any of the following occurs:
- 5.1.1 The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;

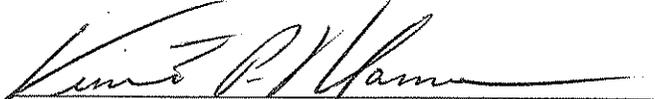
- 5.1.2 The Recipient fails to begin the Project before **June 4, 2016**;
- 5.1.3 The Recipient fails to begin expenditure of Grant funds by **July 16, 2016**;
- 5.1.4 The Recipient fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with the schedule in paragraph 2.2 even if it is beyond the reasonable control of the Recipient, or after giving the Recipient a reasonable opportunity to cure such failure; or,
- 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by Recipient on or before September 30, 2016. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2021, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Recipient) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

- 6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in quadruplicate; each countersigned original shall be treated as having identical legal effect.
- 6.2 **Effective Date:** The Agreement shall be effective when fully executed by authorized representatives of the Recipient and the Government; provided, however, that the Recipient shall execute this Agreement, and then submit four (4) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.
- 6.3 **Survival:** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

EXECUTION BY THE GOVERNMENT

Executed this 26th day of Jan, 2016.


Signature of Government's Authorized Representative

Vincent P. Mammano
Division Administrator
FHWA California Division

EXECUTION BY CITY OF WEST SACRAMENTO, CA

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

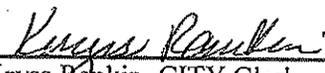
Executed this 16th day of December, 2015.

City of West Sacramento
A California GENERAL LAW CITY



For Christopher L. Cabaldon, Mayor

ATTEST:



Kryss Rankin, CITY Clerk

APPROVED AS TO FORM:

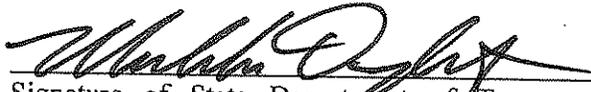


Jeff Mitchell, CITY Attorney

EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Recipient to assist in the receipt and disbursement of the TIGER Discretionary Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Recipient and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the TIGER Grant to the Recipient at Recipient's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this 21 day of Jan., 20116



Signature of State Department of Transportation Designated
Official Representative

Malcolm Dougherty
Director
California Department of Transportation

ATTACHMENT A STATEMENT OF WORK

The West Sacramento Multimodal Corridor and River Crossing planning project completes the environmental documentation phase of a new Broadway Bridge crossing the Sacramento River, connecting the City of West Sacramento to Sacramento.

The bridge crossing will connect West Sacramento near 15th Street and Sacramento near Broadway Avenue, a distance of approximately 0.8 miles. The length of the proposed bridge is about 850 feet, composed of a central moveable span of approximately 250 feet and two fixed span approach structures each with a length of about 300 feet.

Project tasks included in the scope of the project include:

- Alternatives Analysis – task will include site investigation, data acquisition and mapping. Conceptual bridge alignment alternatives and approach configurations presented in the Broadway Bridge Feasibility Study (to be completed December 2015) will be further screened using additional traffic data, more extensive travel forecasting analysis applying regional, sub-regional and local performance measures, and with additional stakeholder and public outreach. This task will include a Benefit-Cost Analysis for bridge type selection and preparation of an Operations/Analysis Report.
- Preliminary Engineering – task will include preparation of Geometric Approval Drawings and structural Advance Planning Studies; including development of conceptual geometrics, aesthetic concepts and additional stakeholder and community outreach. 30% plans and results from preliminary engineering tasks will serve as the basis for the Project Report.
- Environmental Documentation – task will commence with preparation the Preliminary Environmental Study Form, project description, publication of the project Notice of Preparation and a public scoping meeting. Technical studies prepared under this task will include a natural environment study, hydro-acoustic study, essential fish habitat evaluation, high water mark and wetland delineation, biological assessment, historic resources evaluation, cultural findings, Section 4(f) evaluation, visual and community resource assessment, noise study, and air quality analysis. A joint Draft Environmental Impact Report/Environmental Assessment (EIR/EA) following Caltrans annotated outline and direction from the City of West Sacramento will be prepared. Environmental documentation will include (as required) Preparation of Findings, Statement of Overriding Considerations, Notice of Determination, Mitigation Monitoring Plan, Administrative Draft and Final EIR/EA. This task will also include permitting agency coordination, environmental base mapping and community outreach.
- Project Report and Approvals – A project report will be prepared based on 30% Plans and will be consistent with current City of West Sacramento and City of Sacramento

standards. The report will include traffic, structure type analysis, preliminary geometrics, conceptual aesthetics, and long-term maintenance approach. The approved Project Report will be included as part of the documentation for the Caltrans Preliminary Engineering Evaluation Report (PEER). This task will include overall project management including State, federal and local agency coordination, public presentations and public relations.

**ATTACHMENT B
ESTIMATED PROJECT SCHEDULE**

Planned RFQ/RFP Advertisement Date	January 21, 2016
Planned Consultant Selection Date	March 23, 2016
Planned Start of Project Date	April 04, 2016
Planned Alternatives Analysis Start Date	May 01, 2016
Planned Preliminary Engineering Start Date	September 12, 2016
Planned Alternatives Analysis End Date	October 03, 2016
Planned Environmental Document Start Date	December 05, 2016
Planned Preliminary Engineering End Date	January 29, 2018
Planned Project Report and Approvals Start Date	January 08, 2018
Planned Approval Final Environmental Document	May 30, 2018
Planned Draft Project Report Date	April 02, 2018
Planned Final Project Report Date	June 01, 2018
Planned Project Completion Date	August 3, 2018
Planned Project Closeout Date	August 3, 2019

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

Activity	FY14 TIGER Funds	Local Funds			Planned Project Cost
Alternatives Analysis	\$200,000	\$200,000			\$400,000
Preliminary Engineering	\$650,000	\$650,000			\$1,300,000
Environmental Documentation	\$425,000	\$425,000			\$850,000
Project Report and Approvals	\$225,000	\$225,000			\$450,000
Total	\$1,500,000	\$1,500,000			\$3,000,000

RESOLUTION 15-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
ACCEPTING THE BROADWAY BRIDGE FEASIBILITY STUDY

WHEREAS, policy documentation that includes the General Plan of both the City of West Sacramento and City of Sacramento, the Sacramento Riverfront Master Plan, the Metropolitan Transportation Plan, and the Sacramento River Crossing Need and Purpose Study indicate the need for two new bridges over the Sacramento River; and

WHEREAS, the City of West Sacramento, with support of the City of Sacramento sought and obtained funding from the SACOG Regional Funding Program to prepare a feasibility study for the Broadway Bridge Project; and

WHEREAS, the City of West Sacramento, with support of the City of Sacramento, has completed the Broadway Bridge Feasibility Study and presented the findings to the City Council of the City of West Sacramento for formal acceptance; and

WHEREAS, the West Sacramento City Council approved Resolution 14-16 directing staff to submit an application for \$1.5 million in federal funding to complete the Project Approval and Environmental Document (PA/ED) phase of the Broadway Bridge Project, and has since been awarded those funds under the TIGER VI Discretionary Grants Program.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of West Sacramento:

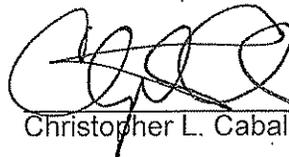
1. The City Council hereby accepts the findings of the Broadway Bridge Feasibility Study and concludes the objectives of the feasibility study have been satisfied.
2. The City Council recommends commencement of the subsequent Project Approval and Environmental Document (PA/ED) Phase of the Broadway Bridge Project.
3. The City Council authorizes the Mayor to sign the attached Grant Agreement under the Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014) for the National Infrastructure Investments Discretionary Grant Program (FY 2014 TIGER Discretionary Grants) between the City of West Sacramento, U.S. Department of Transportation Federal Highway Administration, and the California Department of Transportation.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 16th day of December, 2015 by the following vote:

AYES: Johannessen, Kristoff, Ledesma, Sandeen, Cabaldon.

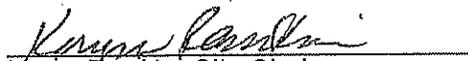
NOES: None.

ABSENT: None.

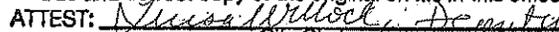


Christopher L. Cabaldon, Mayor

ATTEST:


Kryss Rankin, City Clerk

I hereby certify that, if bearing the seal of the City of West Sacramento (or Redevelopment Agency), this document is a full, true and correct copy of the original on file in this office.

ATTEST: 
Nancy Willock, Deputy City Clerk

RESOLUTION 15-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
ACCEPTING THE BROADWAY BRIDGE FEASIBILITY STUDY

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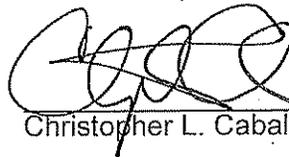
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PASSED AND ADOPTED by the City Council of the City of West Sacramento this 16th day of December, 2015 by the following vote:

AYES: Johannessen, Kristoff, Ledesma, Sandeen, Cabaldon.

NOES: None.

ABSENT: None.



Christopher L. Cabaldon, Mayor

ATTEST:


Kryss Rankin, City Clerk

I hereby certify that, if bearing the seal of the City of West Sacramento (or Redevelopment Agency), this document is a full, true and correct copy of the original on file in this office.

ATTEST: 
Nancy Willock, Deputy City Clerk