

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
5	10/22/12	Open	Action	10/04/12

Subject: Approving Project Agreement for the South Sacramento Corridor Phase 2 Project with Los Rios Community College District (LRCCD).

## ISSUE

Whether or not to approve the Project Agreement for the South Sacramento Corridor Phase 2 Project with LRCCD.

## RECOMMENDED ACTION

Adopt Resolution No. 12-10-\_\_\_\_\_, Approving the Project Agreement for the South Sacramento Corridor Phase 2 Project with Los Rios Community College District.

## FISCAL IMPACT

None identified at this time.

## DISCUSSION

The South Sacramento Corridor Phase 2 Project (Project) will extend Sacramento Regional Transit District's (RT) light rail service from its existing terminus at Meadowview Road south and east 4.3 miles to Cosumnes River College (CRC). The extension will link the fastest growing portion of Sacramento County, the South Corridor, with Downtown, the northeast Sacramento corridor and Rancho Cordova or Folsom in the east corridor. The project includes four stations located at Morrison Creek, Franklin Boulevard, Center Parkway, and CRC. The current estimated project cost is \$270 million.

On November 4, 2011, LRCCD and RT entered into a Lease and Joint Use Agreement (Agreement). Under the Agreement, RT and LRCCD entered into a capital lease for the 2,016-stall parking structure located at the CRC Station. The Agreement also provided for the transfer of easements to RT for the light rail system, including both permanent light rail transit easements and temporary construction easements.

In the course of preparing the bid documents for the Civil, Track, Systems and Stations Contract, it became apparent to LRCCD and RT staff that there are additional issues not addressed by the Lease and Joint Use Agreement. The proposed Project Agreement covers these issues:

1. Provides for reasonable restrictions on RT's construction activities, to ensure that construction does not adversely impact CRC campus operations or public safety. RT's contractors must provide adequate notice to LRCCD of any construction activities and LRCCD will have the right to review and approve or disapprove of the contractors' construction staging plans for work on the CRC campus. If construction does impact campus operations -- for example, if one of RT's contractors closes a campus entrance

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Approved:

Presented:

Final 10/16/12

General Manager/CEO

Director, Civil and Track Design

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road during a critical traffic period -- the Project Agreement allows LRCCD to assess RT for liquidated damages of up to \$3,400 per day. This cost would be passed to the contractor.

2. Confirms that no separate permits are needed for RT to commence construction.
3. Provides a mechanism for LRCCD to request RT to construct "betterments" (improvements to LRCCD facilities beyond those required for the Project), and requires LRCCD to reimburse RT for the cost of such betterments.

Staff recommends approving the Project Agreement for the South Sacramento Corridor Phase 2 Project between Los Rios Community College District and Sacramento Regional Transit District.

RESOLUTION NO. 12-10-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

October 22, 2012

**APPROVING THE PROJECT AGREEMENT FOR THE SOUTH SACRAMENTO  
CORRIDOR PHASE 2 PROJECT WITH LOS RIOS COMMUNITY COLLEGE  
DISTRICT**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Project Agreement for the South Sacramento Corridor Phase 2 Project by and between Los Rios Community College District, therein referred to as "LRCCD," and the Sacramento Regional Transit District, therein referred to as "RT," whereby the parties set out conditions for RT to perform work on the Cosumnes River College campus and for LRCCD to request the construction of betterments as part of RT's construction contracts, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said Agreement.

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BONNIE PANNELL, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary