

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
4	11/11/13	Open	Action	11/01/13

Subject: Approving the First Amendment to the Project Agreement for the South Sacramento Corridor Phase II Project Light Rail Project Agreement with the City of Sacramento

ISSUE

Whether or not to approve the First Amendment to the South Sacramento Corridor Phase II (SSCP2) Project Light Rail Project Agreement with the City of Sacramento.

RECOMMENDED ACTION

Adopt Resolution No. 13-11-____, Approving the First Amendment to the South Sacramento Corridor Phase II Project Light Rail Project Agreement with the City of Sacramento.

FISCAL IMPACT

The First Amendment will provide for City reimbursement to RT for betterments to be constructed as part of the SSCP2 project and RT reimbursement to the City for RT work to be constructed as part of the Cosumnes River Boulevard Extension. The reimbursement from the City to RT is currently estimated at \$831,464.50 and the reimbursement from RT to the City is currently estimated at \$494,044.94.

DISCUSSION

On March 24, 2011, the Board approved the Project Agreement for the South Sacramento Corridor Phase II Project with the City of Sacramento. The Project Agreement authorized the construction of the SSCP2 within the City of Sacramento (City) right of way. This included the construction of light rail facilities within or across city streets, relocation of and connection to City utilities, temporary modifications of traffic flow and modifications to the traffic signal system. The agreement also provided for RT to reimburse the City’s costs to review of the design plans, provide construction inspection overview and for any modification of City facilities.

The approved agreement included provisions for City to reimburse RT for betterments to accommodate the future Cosumnes River Boulevard (CRB) extension project. The CRB extension and SSCP2 projects are adjacent to each other and it was determined to be cost effective for RT to construct a portion of the CRB extension work as part of the SSCP2 Project and for the City to reimburse RT. The cost sharing work includes SMUD tower relocation, earth embankment for the CRB abutment, utility crossings at CRB from RT’s Franklin Station and the west leg of the Franklin Boulevard and CRB intersection. However, the City was unable to execute the original agreement at that time because the City’s Cosumnes River Boulevard (CRB) Extension Project funds weren’t encumbered. As a consequence, on March 12, 2012, the Board repealed its approval of the agreement and re-approved the agreement with language stating that no betterments would be included in the SSCP2 Project.

Approved:

Presented:

Final 11/04/13

General Manager/CEO

Director, Civil and Track Design

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The City has now encumbered the funding for the CRB extension project and an amendment to the Project Agreement is required for the City to reimburse RT for the betterments that the City desires to have included in the SSCP2 project. The cost sharing work has been updated to include SMUD tower relocation and FRWA adjustments at CRB and Franklin Boulevard.

The City’s Contractor is also constructing portions of RT work as part of the CRB extension that will benefit both the RT and City projects. The cost sharing agreement will also include reimbursement to the City for RT work that is now part of the City CRB extension project.

Under the original agreement, the City has the right to conduct inspections of work affecting traffic or City facilities at any time, at RT’s cost. To make inspections more efficient, the City has agreed to allow RT to directly hire a City-approved individual to conduct those inspections, with the understanding that the City will be bound by the results of those inspections.

The First Amendment will also include a provision for maintenance responsibilities for the pedestrian bridges to be constructed as part of the SSCP2 project at Deer Lake Drive and Valley Green Drive to provide the required access to the Franklin and Center Parkway Stations. Unless the City adopts the bridges as a part of the City’s network of paths for bicycles and pedestrians, which the City has no current plans to do, RT will be solely responsible for operating and maintaining the bridges.

To receive reimbursement for betterments from the City, reimburse City for RT work and for the City to approve RT’s construction of the proposed pedestrian bridges, Staff recommends approval of the First Amendment to the Project Agreement for the South Sacramento Corridor Phase II with the City of Sacramento.

RESOLUTION NO. 13-11-_____

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

November 11, 2013

**APPROVING THE FIRST AMENDMENT TO THE SOUTH SACRAMENTO CORRIDOR
PHASE II PROJECT LIGHT RAIL PROJECT AGREEMENT WITH THE CITY OF
SACRAMENTO**

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

THAT, the First Amendment to the South Sacramento Corridor Phase II Project Light Rail Project Agreement between the Sacramento Regional Transit District, therein referred to as "RT," and the City of Sacramento, therein referred to as "City," whereby (1) RT agrees to construct betterments to accommodate City's Cosumnes River Boulevard extension and City agrees to compensate RT for the cost of such betterments; (2) City agrees to construct portions of RT work and RT agrees to compensate City for the cost of such work; (3) City agrees to permit RT to directly hire a City-approved inspector to perform inspections of City facilities; and (4) the parties agree to maintenance responsibilities for two pedestrian/bike bridges to be constructed as part of the RT project, is hereby approved.

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

PATRICK HUME, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary