

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS

DATE: May 12, 2009

FROM: KEN GREHM / RICHARD MOOREHEAD *RM*

SUBJECT: **SIERRA COLLEGE BLVD AND DOUGLAS BLVD IMPROVEMENTS**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to sign an Agreement with the City of Roseville for cost sharing of improvements at the intersection of Sierra College Blvd and Douglas Blvd, subject to County Counsel approval.

BACKGROUND / SUMMARY

The Intersection of Sierra College Blvd and Douglas Blvd carries a significant volume of traffic, three of the four legs are within the unincorporated area of Placer County, and the fourth is within the City of Roseville. The current configuration of the intersection contains single left turn lanes for traffic turning from Douglas Blvd onto Sierra College Blvd from both east and westbound directions. The City of Roseville contacted Placer County about the potential of jointly funding a project to install dual left turn lanes on Douglas Blvd using some of the funds received through the American Recovery and Reinvestment Act (ARRA) of 2009 (Stimulus Funds). We are supportive of their request and believe by jointly funding the project, the County and City will receive uniform construction and a lower construction cost.

The City will be the lead agency and has developed the Plans and Specifications for the project for this shovel-ready project. The City will also oversee all aspects of construction. The County will be committed to a 50/50 split of the project costs, up to a maximum amount of \$250,000 of the funding. With the implementation of the proposed project, the intersection will have increased capacity which will decrease delay at one of the busiest intersections in the County and is a win/win situation for both jurisdictions.

ENVIRONMENTAL

Agreements are not projects as defined by CEQA and therefore, are not subject to the provisions of CEQA (Section 21065, Public Resources Code). The City of Roseville is the responsible agency for the environmental document review for the project.

FISCAL IMPACT

The County share of the project would be a maximum of \$250,000, and would be funded from a portion of the funds from the American Recovery and Reinvestment Act of 2009.

Attachment: Resolution
Draft Agreement

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: ADOPT A RESOLUTION
AUTHORIZING THE DIRECTOR OF PUBLIC
WORKS TO SIGN AN AGREEMENT WITH
THE CITY OF ROSEVILLE FOR COST
SHARING OF IMPROVEMENTS AT THE
INTERSECTION OF SIERRA COLLEGE BLVD
AND DOUGLAS BLVD, SUBJECT TO
COUNTY COUNSEL APPROVAL.

Resol. No: _____

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer,
State of California, that this Board approves and authorizes the Director of Public
Works to sign an Agreement with the City of Roseville for cost sharing of
improvements at the intersection of Sierra College Blvd and Douglas Blvd,
subject to County Counsel approval.

DRAFT

COST SHARE AND AUTHORIZATION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY FOR CONSTRUCTION OF LEFT TURN LANES ON DOUGLAS BLVD.

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between the City of Roseville, a municipal corporation ("CITY"), and the County of Placer, a political subdivision of the State of California ("COUNTY"), both collectively referred to hereafter as the "Parties."

WITNESSETH:

WHEREAS, the Parties are receiving stimulus funds from the federal government as part of the American Recovering and Reinvestment Act of 2009 for construction of roadway improvements; and

WHEREAS, the Parties desire to add additional left turn lanes on east and west bound Douglas Boulevard at the intersection of Sierra College Boulevard (hereafter "the Project"); and

WHEREAS, the Project is located in both the City of Roseville and the County of Placer; and

WHEREAS, in order to keep costs lower and to ensure a uniform engineering and construction of the installation of the additional left turn lanes, the Parties desire to have one construction contractor construct the Project; and

WHEREAS, the Parties agree that CITY shall manage all aspects of the Project; and

WHEREAS, COUNTY shall contribute two hundred and fifty thousand dollars (\$250,000.00) towards the Project and CITY shall contribute the remaining costs, pursuant to the terms of this Agreement; and

WHEREAS, construction of the Project is contingent upon receipt by both Parties of the federal stimulus funds.

NOW, THEREFORE, the Parties agree as follows:

1. Project Management. Except as otherwise specified in this Agreement, the Parties agree that CITY shall act as project manager for the Project and shall manage all aspects of the design, planning, construction, and inspection of the Project. CITY shall obtain COUNTY's approval of the Project plans and specifications.

2. Right of Entry and Right to Construct. COUNTY hereby grants to CITY, its employees, authorized agents and assigns, a right of entry and right to construct in the public right of way located on Douglas Boulevard as described in Exhibit "A," a description of which is attached hereto and incorporated herein by reference. Such right of entry shall be granted solely for the purpose of constructing the Project described in the recitals of this Agreement and conditioned upon the CITY being subject to the terms and conditions set forth in Section 3 of this Agreement, entitled "Encroachment Permit."

3. Encroachment Permit. CITY shall require that the construction contractor performing the work obtain an encroachment permit from the COUNTY, at no cost to the contractor or the CITY, prior to performing any work in the public right of way located within the Placer County limits.

4. Cost Sharing of Project. COUNTY shall contribute a 50/50 share of the Project cost up to a maximum of two hundred and fifty thousand dollars (\$250,000.00) and CITY shall contribute the remaining costs. The COUNTY portion of the Project cost has already been allocated to City control via the American Recovering and Reinvestment Act of 2009 stimulus funding that was transferred to the CITY in the Metropolitan Transportation Improvement Program ("MTIP"). Any portion of the COUNTY share not used by the Project shall be returned to the COUNTY portion of the MTIP.

5. Contingency. This Agreement is contingent upon receipt by both Parties of their American Recovering and Reinvestment Act of 2009 stimulus funds. Should either or both Parties fail to receive such funds, this Agreement shall become null and void.

6. Completion of Project. CITY shall use reasonable and diligent efforts to ensure that the construction contractor completes construction of the Project in accordance with the plans and specifications approved by the CITY and the COUNTY.

7. Insurance. CITY shall require the construction contractor to provide insurance coverage for working within City of Roseville and Placer County public rights of way. CITY shall require the construction contractor to add the CITY and the COUNTY as additional insureds to the policy covering the Project.

8. Indemnification. CITY shall defend, indemnify and hold harmless the COUNTY and its officers, agents and employees to the extent that the construction contractor actually defends, indemnifies, and holds harmless the CITY, from any claim of damage of any type whatsoever, including, without limitation, personal injury, death or

property damage, arising out of or connected with the construction contractor's negligence or intentional conduct in the construction of the Project.

IN WITNESS WHEREOF, the County of Placer has authorized the execution of this Agreement, in duplicate, by its Director of Public Works and attested to by its Clerk of the Board approved by the Board of Supervisors on the ___ day of _____ 20___, and the City of Roseville has authorized the execution of this Agreement, in duplicate, by its City Manager and attested to by its City Clerk under the authority of Resolution No. ___, adopted by the City Council on the ___ day of _____ 20___.

CITY OF ROSEVILLE, a
a municipal corporation

PLACER COUNTY, a
political subdivision of the
State of California

W. CRAIG ROBINSON
City Manager

Director of Public Works
KEN GREHM

ATTEST:

ATTEST:

SONIA OROZCO
City Clerk

ANN HOLMAN
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BRITA J. BAYLESS
City Attorney

ANTHONY J. LABOUFF
County Counsel

APPROVED AS TO SUBSTANCE:

ROB JENSEN
Director of Public Works

