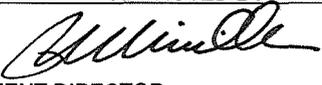


AGENDA ITEM NO.	IG
COUNCIL MEETING	02/14/13
APPROVED BY	
	
DEPARTMENT DIRECTOR	
CITY MANAGER 	

February 14, 2013

**FROM:** PATRICK N. WIEMILLER, Public Works Director  
Public Works Department

**BY:** EFREN BAÑUELOS, Assistant Director   
Public Works Department, Capital Management Division

STEVEN C. SON, Capital Project Manager  
Public Works Department, Capital Management Division

BRADLEY KERNER, PE, Project Manager   
Public Works Department, Capital Management Division

**SUBJECT:** APPROVE CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF \$7,565 FOR ADDITIONAL ENGINEERING SERVICE FOR THE HERNDON AVENUE EASTBOUND STREET WIDENING PROJECT BETWEEN BRAWLEY AND BLYTHE AVENUES AND AUTHORIZE THE PUBLIC WORKS DIRECTOR, OR HIS DESIGNEE, TO EXECUTE THE CONTRACT AMENDMENT ON BEHALF OF THE CITY (COUNCIL DISTRICT 2)

**RECOMMENDATION**

Staff recommends approval of the attached Contract Amendment No. 2 to Provost & Pritchard Consulting Group in the amount of \$7,565 for additional engineering services and to authorize the Public Works Director or his designee to sign this contract amendment on the City's behalf.

**EXECUTIVE SUMMARY**

The traffic signal at the intersection of Herndon Avenue and Brawley Avenue require modifications to accommodate the widening of Herndon Avenue from Blyth Avenue to Brawley Avenue. Originally this traffic signal modification was a part of the Herndon Avenue widening from Brawley Avenue to Valentine Avenue. Due to new requirements from the Federal Highway Administration (FHWA), the Herndon Avenue widening from Brawley Avenue to Valentines Avenue was delayed by a year. To provide vehicular safety and address potential traffic congestion, the traffic signal modification will have to be incorporated in to the east bound Herndon Avenue widening project.

**BACKGROUND**

This project is the next phase in the overall plan to provide six lanes with a raised concrete divided median along Hendon Avenue. On September 20, 2012, Council awarded a contract to Provost & Pritchard Consultant Group, Inc. in the amount of \$68,755 with a contingency amount of \$5,000, for the design of plans and general construction contract documents for the eastbound widening of Herndon Avenue from Blythe Avenue to Brawley Avenue. The scope negotiated with Provost & Pritchard was with the understanding that the widening of Herndon Avenue from Brawley Avenue to Valentine Avenue was to be completed prior to this project. In October 2012, FHWA required all

## REPORT TO THE CITY COUNCIL

Approve Addendum #2 for the Herndon Avenue Eastbound

Widening from Blyth Avenue to Brawley Avenue

February 14, 2013

Page 2

grant applicants to revise and implement new Disadvantage Business Enterprise (DBE) program. Until the new DBE program was adopted, FHWA would not authorize the City to proceed with any construction work. Fresno Irrigation District (FID) has an open canal Herndon Avenue between Brawley Avenue to Valentines Avenue. The undergrounding of this FID canal is a critical order of work. Until FID's open canal is placed underground, PG&E is unable to relocate their existing power pole that are in conflict with the proposed street widening improvements. Due to the chain of events described above, the City missed a vital construction window that is set by FID, therefore, delaying widening of Herndon Avenue from Brawley Avenue to Valentine Avenue which includes the traffic signal modification at Herndon Avenue and Brawley Avenue. Traffic signal modification is critical to the operation of the intersection of Herndon Avenue and Brawley Avenue. The current traffic signal configuration does not accommodate the additional lane. With the proposed modification, it will accommodate current traffic circulation as well as the future traffic circulation.

Amendment No. 1 was executed with Provost & Pritchard Consultant, Inc., to incorporate the design of a sidewalk and a barrier fence along eastbound Herndon Avenue. Per Council's original authorization on September 20, 2012 the Public Works Director or his designee authorized the utilization of the contingency for the additional work. Amendment No. 2 would exceed the remaining contingency of the project. For this reason Staff is requesting authorization from the City Council to allow the Public Works Director or his designee to execute Amendment No. 2 on the City's behalf.

### **FISCAL IMPACT**

The cost of this project is reimbursed by Measure C Tier 1. Amendment No. 1 and 2 is eligible for reimbursement under the current Measure C Tier 1 agreement and will have no impact to the City's general fund.

Attachments:

- Amendment No. 2

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of February 2013, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY", and Provost & Pritchard Consulting Group, a California Corporation hereinafter referred to as "CONSULTANT".

### RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated September 20, 2012, for the design of plans and general construction contract documents for Herndon Avenue Eastbound Widening from Blythe to Brawley Avenue, hereinafter referred to as "Agreement;" and

WHEREAS, CONSULTANT has completed Part 1 – Schematic Design Phase and is currently providing services under Part 2 – Design Development Phase of the Agreement; and

WHEREAS, CITY now desires to modify the scope of work, therein, by requiring the additional services.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in Attachment "A", attached hereto and incorporated herein by reference.
2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$7,565.00.
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated September 20, 2012, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

\_\_\_\_\_  
Efren Bañuelos, P.E.  
Assistant Director  
Department of Public Works

Provost & Pritchard Consulting Group  
Inc., a California Corporation

By: Ronald J. Samuelian  
Name: RONALD J. SAMUELIAN  
Title: VICE PRESIDENT

ATTEST:

YVONNE SPENCE, CMC  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
JAMES SANCHEZ  
City Attorney

REVIEWED BY:

By: Raj Singh Badhesha 2-1-13  
Raj Singh Badhesha  
Deputy

Steven C. Son for  
Steven C. Son, P.E.  
Capital Projects Manager,  
Department of Public Works

Addresses:

CITY:  
City of Fresno  
Attention: Bradley Kerner,  
Project Manager  
2600 Fresno Street, 4<sup>th</sup> Floor  
Fresno, CA. 93721-3623  
Telephone No. (559) 621-8793  
FAX. (559) 457-1074

CONSULTANT: Provost & Pritchard  
Consulting Group, Inc.  
Attention: Matthew Kemp, PE  
Project Manager  
286 W. Cromwell Avenue  
Fresno, CA 93711  
Telephone No. (559) 449-2700  
FAX: (559) 449-2715

Attachment: Exhibit "A" – Consultants Proposal, Date January 18, 2013



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## EXHIBIT "A"

January 18, 2013

Brad Kerner, P.E.  
Public Works Department  
City of Fresno  
2600 Fresno Street, 4<sup>th</sup> floor  
Fresno, CA 93721

**Subject: Herndon Avenue Eastbound Widening from Blythe to Brawley Avenue  
Contract Amendment Request No. 2 – Median Island and Traffic Signal  
Changes**

Dear Mr. Kerner:

As requested, we have prepared an estimate for additional engineering services for the Herndon Avenue Eastbound Widening from Blythe Avenue to Brawley Avenue ("Project"). The additional services for design changes are as shown on the draft GAD of 1/14/13 include adding full traffic signal improvements at the Brawley and Herndon intersection that were originally planned with the Valentine to Brawley, adjusting median island and pavement grades, adding additional pavement in the Brawley and Herndon intersection, and changing the striping design. We are submitting this request as Amendment No. 2 to our Contract Agreement with the City of Fresno executed on September 20, 2012 ("Agreement"). Our scope of services for the Amendment is summarized below.

- Full intersection design of the traffic signal improvements, including new signal poles and lights at all 4 corners of the intersection, in the ultimate location where feasible. The previous design had assumed that only the southwest corner of the intersection would need a modification to move signal poles to their ultimate location. The improvements will be included on the street improvement plan set.
- Design and prepare plans for additional pavement within the Brawley and Herndon intersection. Design and prepare plans for additional pavement and median island curb west of the intersection, to maintain current lane alignments. Design and prepare plans for interim striping improvements for trap lane at Brawley. The improvements will be included on the street improvement plan set.

P&P will perform the services described for the lump sum fee of \$7,565. Upon approval, the proposed scope and fee will amend our Agreement and will be subject to the terms and conditions contained therein.

*Continued on next page.*

Sincerely Yours,

Provost & Pritchard Consulting Group



Matthew W. Kemp, P.E.  
Project Manager  
C 66088



Ronald J. Samuelian, P.E.  
Vice President  
C 59208

cc: File 15611201