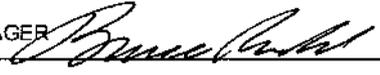
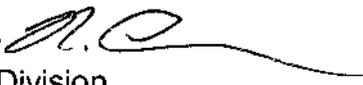


AGENDA ITEM NO.	1G
COUNCIL MEETING	4/10/14
APPROVED BY	
	
DEPARTMENT DIRECTOR	
	
CITY MANAGER	

April 10, 2014

**FROM:** SCOTT L. MOZIER, PE, Director  
Public Works Department

**BY:** ROBERT N. ANDERSEN, PE, Assistant Director   
Public Works Department, Capital Management Division

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

JESUS A. GONZALEZ, PE, Project Manager   
Public Works Department, Capital Management Division

**SUBJECT:** Approve a reimbursement agreement with the Fresno Irrigation District to underground an existing canal located adjacent to the Santa Fe Avenue Widening Project from Palo Alto Avenue to Blythe Avenue, Bid File 3323 (Council District 2)

### RECOMMENDATIONS

Staff recommends Council approve a reimbursement agreement with Fresno Irrigation District (FID) to underground an existing canal located adjacent to the Santa Fe Avenue Widening Project from Palo Alto Avenue to Blythe Avenue.

### EXECUTIVE SUMMARY

The City of Fresno plans to enter into a reimbursement agreement with FID for the undergrounding of a canal located adjacent to the Santa Fe Avenue Widening Project from Palo Alto Avenue to Blythe Avenue. FID has agreed to pay up to \$3,000 in City administrative costs and 100% of construction costs, currently estimated at \$26,000, for the City to include 33 additional feet of canal undergrounding into the widening project.

### BACKGROUND

The City of Fresno plans to widen Santa Fe Avenue from Palo Alto Avenue to Blythe Avenue. The project will consist of widening Santa Fe Avenue from two lanes to four lanes with a center median. As part of the project a portion of FID canal will need to be undergrounded to accommodate the road widening. Upon completion of road widening only 33 feet of open canal will remain. For this reason, FID

## REPORT TO THE CITY COUNCIL

Santa Fe Avenue Widening Project from Palo Alto Avenue to Blythe Avenue

April 10, 2014

Page 2

has requested the City to underground the remaining open canal at the time of road widening. The work will occur in the open canal west of the Burlington Northern Santa Fe (BNSF) railroad tracks.

The City is willing to assist FID in the request to underground the existing open canal provided that costs for construction and administration are reimbursed. By execution of this reimbursement agreement, the City will be reimbursed for 100% the actual cost incurred by FID's request. Current estimate for the work is \$26,000 and shall be tracked separately. Additionally, FID will pay to the City \$3,000 for its administrative costs incurred in connection with undergrounding of the open canal. Construction of road widening and canal undergrounding is anticipated in Fall of 2014.

Staff is recommending approval of the reimbursement agreement with FID for undergrounding 33 feet of open canal adjacent to the Santa Fe Widening Project from Palo Alto Avenue to Blythe Avenue and to authorize the Public Works Director, or his designee, to sign and execute the agreement on behalf of the City.

### **ENVIRONMENTAL FINDINGS**

By the definition provided in the California Environmental Quality Act Guidelines Section 15378 this item does not qualify as a "project" and is therefore exempt from the California Environmental Quality Act requirements.

### **LOCAL PREFERENCE**

N/A - Local preference does not affect the outcome of this Council item.

### **FISCAL IMPACT**

This expenditure, estimated at \$29,000, will not pose a fiscal impact as the reimbursement agreement stipulates FID shall reimburse to the City all construction costs, based on the bid received from contractor, prior to the City issuing of a construction Notice to Proceed. All administrative cost will be reimbursed by FID as cost is incurred.

**REIMBURSEMENT AGREEMENT**  
(Santa Fe Avenue/Bullard Canal)

LOCATION: S/E HERNDON & MILBURN

FACILITY: BULLARD NO. 124

This Agreement is made effective as of <sup>December</sup>~~July 17~~, 2013, by and between (i) the Fresno Irrigation District, a California irrigation district ("FID"), and (ii) the City of Fresno, a municipal corporation ("City"), with respect to the following facts:

A. City is planning to widen a portion of Santa Fe Avenue between Palo Alto Avenue and Blythe Avenue. Santa Fe Avenue crosses FID's Bullard Canal No. 124 just north of Sierra Avenue (the "Canal").

B. As part of the widening of Santa Fe Avenue, City plans to remove and replace portions of the Canal, including replacing the existing culvert crossing Santa Fe Avenue with approximately 120 feet of 60-inch diameter Rubber Gasketed Reinforced Concrete Pipe (RGRCP) to the east of Santa Fe Avenue.

C. City also plans to replace approximately nine feet of the Canal to the west of Santa Fe Avenue with 42-inch diameter RGRCP, which will tie into FID's existing 42-inch diameter culvert under the BNSF Railway track, which lies west of and runs parallel to Santa Fe Avenue.

D. Because City will be obtaining the necessary permits to work within the BNSF right-of-way, FID desires City to also replace that portion of the Canal lying between the BNSF track and Jeanne Avenue. City is willing to perform such work, provided that its costs are reimbursed for doing so, as provided below.

E. The Fresno Metropolitan Flood Control District ("FMFCD") is responsible to contribute to certain costs associated with the Canal. Without concern to City, FID intends to obtain a portion of its costs under this Agreement from FMFCD.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Pipeline Substitution of Canal. City agrees to contract for the construction and installation of approximately thirty-three feet (33') of forty-two inch (42") diameter ASTM C-361 RGRCP, with such inlets, outlets, connections and other structures as may be specified by FID, between the BNSF Railway tracks and Jeanne Avenue (the "Project") as shown on Exhibit "A". Except as provided in this Agreement, the Project shall be performed on the same terms and conditions as agreed to by the parties for City of Fresno Public Works project PW00635.. Once completed, the Project shall become and remain the property of FID. (FID acknowledges that the Project shall be included as an "add alternate" in the construction documents for the widening of Santa Fe Avenue.)

2. Construction Cost Reimbursement.

(a) FID shall reimburse City for 100% of actual construction costs incurred by the City for the Project. The parties acknowledge that the current estimate for such costs is \$26,000. In the event that the bids received by the City for the total cost of the Project are greater than ten-percent (10%) above the current estimate, FID shall have the right to review and approve or disapprove the bid prior to award of a contract by the City for construction of the Project. FID shall review such bids and notify the City of its approval or disapproval thereof within ten (10) calendar days after the bids are opened and a copy provided to FID for review. Should FID disapprove the bid for the Project, City may proceed with the award of a contract but City shall either (i) delete the Project from the bid award or (ii) provide funding for amounts that FID is not willing to fund above said 10%.

(b) FID shall pay to the City the construction costs as shown in the successful contractor's bid document ("Contractor's Estimate") after the award of the construction contract but prior to issuance of notice to proceed by the City. Any change orders affecting the Project shall be subject to FID's reasonable approval. Any increase in Project costs attributable to such change orders shall be paid by FID. For any such additional costs, City shall provide FID with invoices that include a description of the work performed and an accounting of costs incorporated into the invoice. Invoices shall be paid in accordance with Section 5, below.

3. Administrative Costs Reimbursement. FID shall reimburse City the sum of \$3,000 for its administrative costs incurred in connection with the Project, including, but not limited to, costs to prepare or revise any CEQA or other environmental documents, permit costs for working within the BNSF right-of-way and costs of contract administration. FID shall be responsible for such costs even if the Project is not constructed. Payment due pursuant to this section shall be due and payable as of the effective date of this Agreement.

4. Design. FID shall contract directly with Blair, Church & Flynn for the design of the Project, and shall be solely responsible for any costs under such contract. FID shall be responsible to coordinate as necessary with FMFCD regarding such design in connection with FMFCD's contribution to Project Costs.

5. Payment. FID shall pay amounts required under this Agreement within 30 days of receipt of an invoice from City. FID acknowledges that it shall be responsible to pay such invoices to City, regardless of whether FID receives any contribution to Project costs from FMFCD.

6. Conditions. FID acknowledges that the widening of Santa Fe Avenue is dependent on City's receipt of certain local, state and/or federal funds. City shall have no obligation to perform the Project if it does not also perform the Canal replacement work described in Recitals B and C above.

7. Assignment. Neither party shall assign any interest in this Agreement without the express written consent of the other party.

8. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies on any persons other than the parties hereto and their

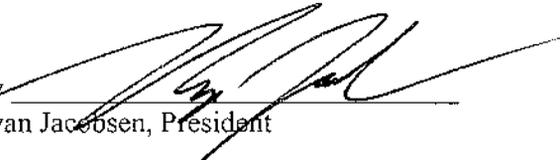
respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any party to this Agreement.

9. Miscellaneous. Time is of the essence of this Agreement and each and all of its provisions. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Agreement. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected. This Agreement shall be governed by the laws of the State of California.

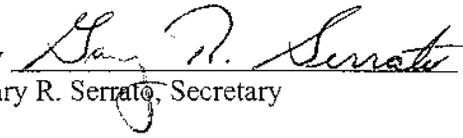
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

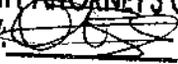
Fresno Irrigation District, a California irrigation district

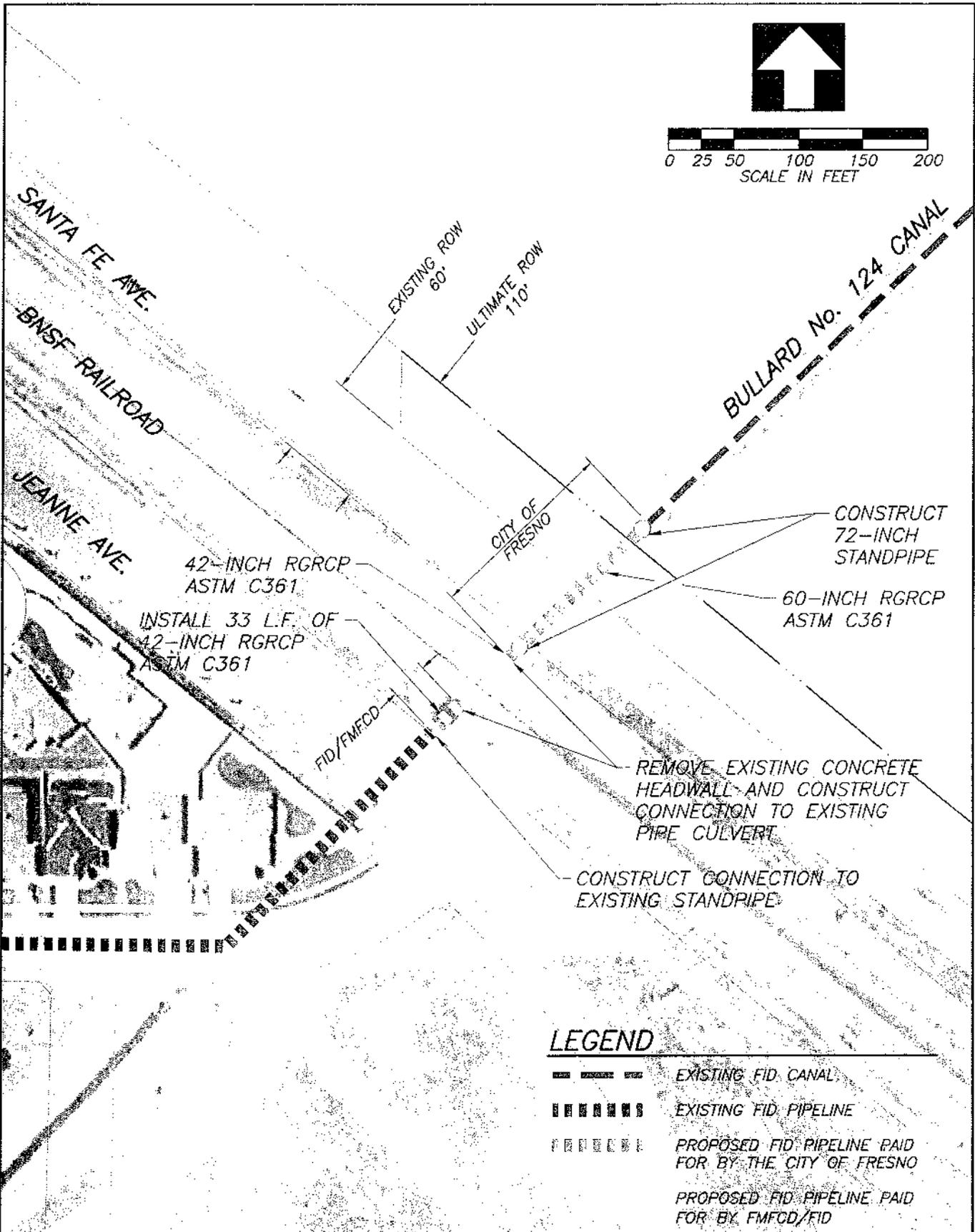
City of Fresno, a municipal corporation

By   
Ryan Jacobsen, President

By \_\_\_\_\_  
\_\_\_\_\_

By   
Gary R. Serrato, Secretary

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE  
BY:   
Katherine B. Deerr  
Sipr Deputy



**LEGEND**

-  EXISTING FID CANAL
-  EXISTING FID PIPELINE
-  PROPOSED FID PIPELINE PAID FOR BY THE CITY OF FRESNO
-  PROPOSED FID PIPELINE PAID FOR BY FMFCD/FID

**Blair,  
Church  
Flynn**  
CONSULTING ENGINEERS

Blair, Church & Flynn  
Consulting Engineers  
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Clovis, California 93612  
Tel: (559) 326-1490  
Fax: (559) 326-1300

**FRESNO IRRIGATION DISTRICT**  
**BULLARD NO. 124**  
**CANAL UNDERGROUNDING**  
**EXHIBIT "A"**

DATE: 10/1/00  
DRAWN BY: J. D. BROWN  
CHECKED BY: J. D. BROWN  
SCALE: AS SHOWN

SHEET NO. 1  
OF 1 SHEETS