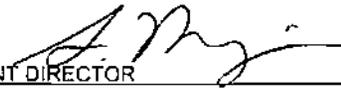
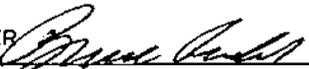


AGENDA ITEM NO. 1J  
COUNCIL MEETING 3/6/14  
APPROVED BY

February 27, 2014

  
DEPARTMENT DIRECTOR

CITY MANAGER 

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

**BY:** SCOTT TYLER, PE, City Traffic Engineer/Division Manager  
Public Works Department, Traffic and Engineering Services Division

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STEVE DELSID, PE, Professional Engineer *SD*  
Public Works Department, Traffic and Engineering Services Division

**SUBJECT:** Approve a cooperative agreement for a maximum City contribution of \$106,700 with the County of Fresno to install bicycle lanes on Cedar Avenue between McKinley Avenue to Clinton Avenue (Council District 7)

**RECOMMENDATION**

Staff recommends the Council approve the attached cooperative agreement with the County of Fresno to install bicycle lanes on Cedar Avenue between McKinley Avenue to Clinton Avenue.

**EXECUTIVE SUMMARY**

Staff has developed a cooperative agreement with the County of Fresno to install bicycle lanes on Cedar Avenue between McKinley Avenue and Clinton Avenue. The addition of bicycle lanes will be accomplished by narrowing the existing lanes without removing any travel lanes or parking areas. The project will consist of the application of slurry seal to existing pavement, the placement of new striping, and the upgrade of any traffic signal facility affected by the shift of lane lines. The County desires to move forward with the project and will be the lead agency for the design, bidding, award, and contract administration. The estimated total project cost is \$254,100 and the City's contribution is not to exceed \$106,700, which will be paid by the Measure "C" Bicycle Lane annual allocation. Construction is scheduled to begin in Fiscal Year 2015. The attached cooperative agreement has been reviewed and approved as to form by the City Attorney's Office. Staff recommends approval of the cooperative agreement, so the project can move forward.

Presented to City Council  
Date: 2/27/14  
Disposition: Continued 1 week

**BACKGROUND**

In September 2010, the Council approved the City of Fresno Bicycle, Pedestrian, and Trails Master Plan (BMP). The BMP calls for an additional 182 and 390 miles of Class I and Class II bike lanes, respectively. Adding bike lanes on an existing roadway requires either the widening of the roadway, a reduction in lanes, or the narrowing of lane widths. Within the project limits, there are currently five

## REPORT TO THE CITY COUNCIL

Approve a cooperative agreement with County of Fresno to install bicycle lanes on Cedar Avenue  
February 27, 2014

Page 2

lanes on Cedar, with four lanes designated as north-south through travel lanes and one as a center two-way left turn lane. The installation of bicycle lanes on Cedar Avenue will be accomplished by narrowing the center two-way left lane and the outside travel lanes by up to two feet, which will yield room within the existing street to install two bike lanes and not remove any travel lanes or parking areas from Cedar Avenue. The Project will consist of the application of slurry seal, the placement of striping and signage, and the upgrade of any traffic signal facility affected by the shift of lane lines within the half mile segment of Cedar Avenue. Bicycle lanes currently exist on Cedar Avenue north of Clinton Avenue and a portion south of McKinley Avenue, which means this project will fill the existing gap and provide better continuity on Cedar Avenue. As the number of travel lanes will not be reduced, staff does not need to analyze existing and future year traffic conditions. The installation of the bike lanes is consistent with the State of California's "Complete Streets" law, which discourages speeding and is more neighborhood-friendly. The installation of bicycle lanes Cedar Avenue is a master plan improvement defined by the BMP; thus, fulfilling the BMP.

The County of Public Works and Planning will be the lead agency for the design, bidding, award, and contract administration. The City Public Works Department fully supports the project moving forward. The proposed cooperative agreement sets the City's share of the \$254,100 project at \$106,700, which will be provided through the City's Measure "C" Bicycle Lane annual allocation.

The County of Fresno intends to start construction during Fiscal Year 2015.

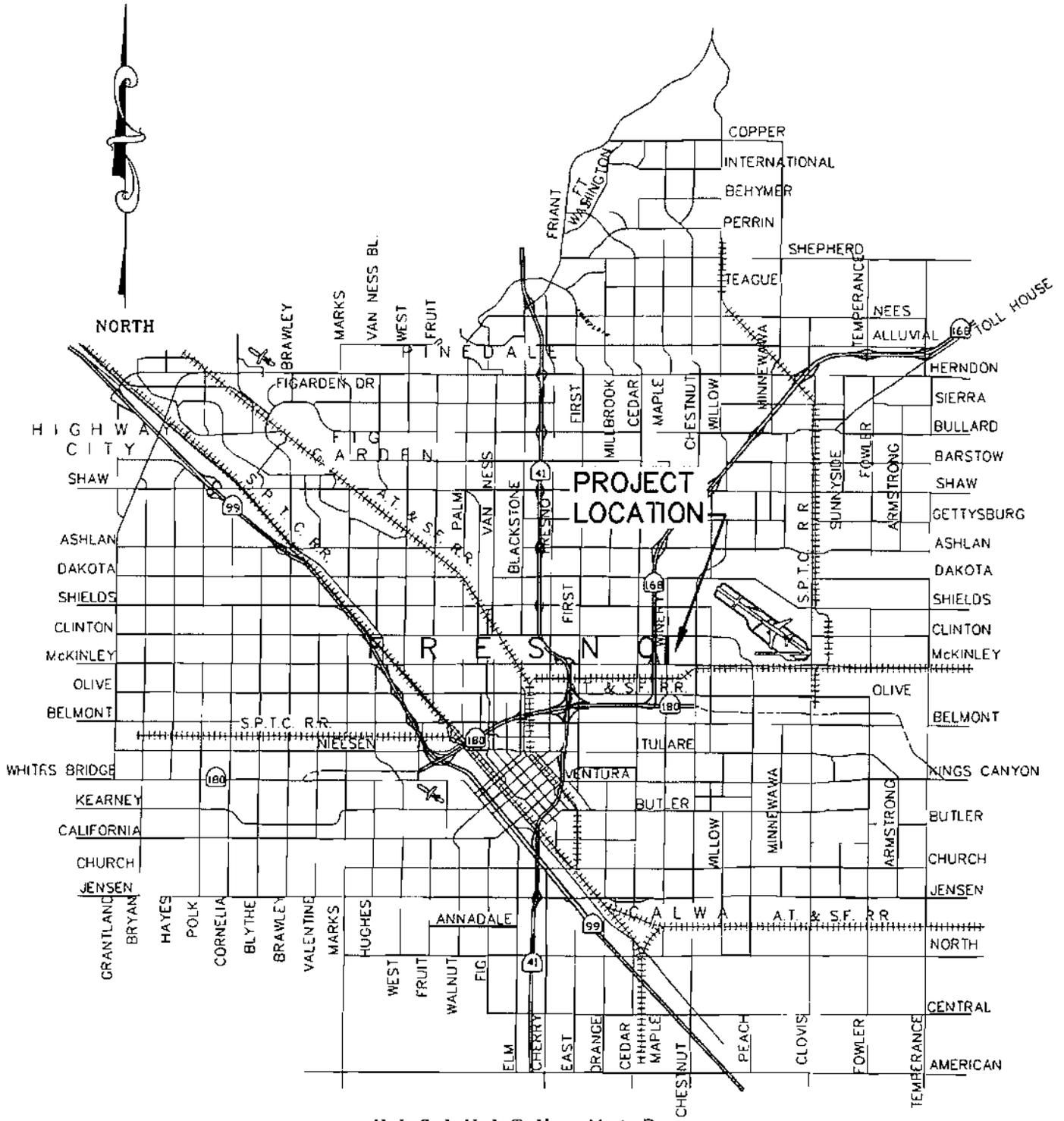
### **ENVIORNMENTAL FINDINGS**

The County of Fresno has performed an environmental assessment of this project and by its Environmental Review No. 6671, dated March 3, 2013, the County has determined this project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) guidelines under Section 15301(c) Existing Facilities.

### **FISCAL IMPACT**

No General Fund dollars will be used to fund this \$254,000 project, which is located in Council District 7. The City's funding of \$106,700 will be provided through Measure "C" Bike Lane annual allocation. The County's funding of \$147,400 will also be provided through Measure "C" funds.

Attachments:  
-Vicinity Map  
-Cooperative Agreement



VICINITY MAP

NOT TO SCALE



Cedar Avenue Lane Narrowing Project  
From Clinton Avenue to McKinley Avenue

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1 **CEDAR AVENUE BIKE LANES AGREEMENT**

2 THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
3 2014, by and between the County of Fresno, a political subdivision of the State of  
4 California, hereinafter called "COUNTY", and the City of Fresno, a municipal corporation,  
5 hereinafter called "CITY".

6 **RECITALS:**

7 WHEREAS, COUNTY and CITY recognize the need for improvements to Cedar  
8 Avenue between Clinton Avenue and McKinley Avenue; and

9 WHEREAS, Cedar Avenue from Clinton Avenue to McKinley Avenue (hereinafter  
10 the "Project Limits") is 42% within the jurisdiction of CITY, and 58% within the jurisdiction of  
11 COUNTY; and,

12 WHEREAS, Cedar Avenue is designated as a Class II bicycle facility in the 2010  
13 City of Fresno Bicycle, Pedestrian and Trails Master Plan; and

14 WHEREAS, Cedar Avenue is also designated as a Class II bicycle facility in the  
15 2013 Fresno County Regional Bicycle and Recreational Trails Master Plan; and,

16 WHEREAS, improvements on Cedar Avenue are necessary to provide connectivity  
17 between existing bicycle facilities; and,

18 WHEREAS, the contemplated improvements generally consist of slurry sealing and  
19 restriping of Cedar Avenue to provide bicycle lanes and the performance of various  
20 associated work, which improvements are hereinafter referred to as "PROJECT," all to be  
21 constructed within the Project Limits as described hereinabove; and,

22 WHEREAS, COUNTY and CITY, while maintaining their respective jurisdictions,  
23 recognize it will be of mutual benefit to COUNTY and CITY and promote efficiency to have  
24 COUNTY's contractor perform the construction work necessary for completion of the road  
25 improvements encompassed by the PROJECT, consistent with the terms and conditions  
26 set forth below.

27 NOW, THEREFORE, it is mutually agreed as follows:

- 28 1. PROJECT shall be performed and administered by COUNTY under a single

1 construction contract, with CITY to make contributions toward the PROJECT as specified  
2 hereinafter, based on the percentage of the PROJECT (42%) within CITY's jurisdiction, as  
3 referenced above.

4         2. Upon completion of the PROJECT, each Party's respective jurisdictional  
5 responsibility of the Project Limits shall remain unchanged and fully in accord with that  
6 which existed prior to and during PROJECT. Both CITY and COUNTY shall continue to  
7 retain those maintenance responsibilities which existed prior to PROJECT, except to the  
8 extent that the allocation or division of such responsibilities may subsequently be modified  
9 pursuant to any street maintenance agreement which may hereafter be amended or  
10 entered into between CITY and COUNTY.

11         3. COUNTY shall provide PROJECT Administration, which includes but is not  
12 limited to the following:

13             (a) Environmental oversight to ensure the PROJECT complies with the  
14 California Environmental Quality Act.

15             (b) Contract administration to advertise and award the contract, in  
16 accordance with all governing federal, state and local laws, and all requirements of funding  
17 agencies, including without limitation any applicable prevailing wage and competitive  
18 bidding requirements.

19         4. COUNTY shall provide Design Engineering, which includes but is not limited  
20 to the preparation of plans, specifications, engineer estimates and other contract  
21 documents necessary for the award of the contract.

22         5. COUNTY shall provide Construction Engineering, which includes but is not  
23 limited to the furnishing of all necessary field engineering, inspection and testing for  
24 performance of the Contract Construction work. CITY may, at its option, provide periodic  
25 inspection of work within CITY's jurisdiction being performed by COUNTY.

26         6. It is understood that necessary changes during construction affecting any  
27 portion of the PROJECT within CITY's jurisdiction shall be approved by the Director of  
28 Public Works of CITY or his designee (hereinafter called "CITY DIRECTOR") and the

1 Director of Public Works and Planning of COUNTY or his designee (hereinafter called  
2 "COUNTY DIRECTOR").

3 7. COUNTY shall provide to CITY, for CITY's review and approval, appropriate  
4 plan information concerning that portion of work to be performed by COUNTY's contractor  
5 that lies within CITY's area of jurisdiction. Such approval shall be indicated by signature of  
6 CITY DIRECTOR upon the final plans for PROJECT.

7 8. CITY shall waive all associated fees for permits, plan checks and electrical  
8 inspections for the PROJECT.

9 9. A preliminary engineer's estimate is attached hereto as "Exhibit A" and is  
10 incorporated herein by reference. It is acknowledged by the parties hereto that Exhibit A is  
11 a preliminary estimate for reference only and does not reflect the exact quantities nor does  
12 it necessarily show each and every bid item that will be reflected in the final bid forms for  
13 PROJECT. However, notwithstanding any changes that will occur during final preparation  
14 of the PROJECT estimate, the maximum costs to CITY shall not exceed those allowed in  
15 the text of this AGREEMENT unless otherwise approved in writing by CITY DIRECTOR.

16 10. Each of the parties hereto shall bear an agreed upon share of the actual cost  
17 of the PROJECT. "CITY CONSTRUCTION COST" shall be calculated as follows:

18 (a) The total cost of PROJECT construction, including all change orders except  
19 those change orders which pertain solely to either CITY's or COUNTY's area of jurisdiction,  
20 shall be determined and the total amount so determined shall be multiplied by forty-two  
21 percent (42%.)

22 (b) Contract change order costs shall be evaluated and paid in accordance with  
23 the provisions in this Article 10. Contract change orders, which pertain solely to either  
24 CITY's or COUNTY's area of jurisdiction, shall be approved and paid for entirely by the  
25 party with sole jurisdiction.

26 (c) CITY CONSTRUCTION COST shall be the sum of the value determined  
27 pursuant to the provisions in this Article 10, Paragraph (a), plus the cost of those change  
28 orders which pertain solely to the CITY's jurisdiction.

1           11.    CITY's cost for PROJECT Administration and Design Engineering shall be  
2 CITY's share of actual cost incurred but shall not exceed 25% of the actual CITY  
3 CONSTRUCTION COST unless otherwise approved in writing by CITY DIRECTOR.

4           12.    CITY's cost for Construction Engineering shall be CITY's share of actual cost  
5 incurred but shall not exceed 15% of CITY CONSTRUCTION COST unless otherwise  
6 approved in writing by CITY DIRECTOR.

7           13.    The estimated contract construction cost is \$157,800. In the event that the  
8 lowest responsive bid for PROJECT does not exceed \$181,470 then COUNTY DIRECTOR  
9 may, in COUNTY DIRECTOR's sole discretion, recommend award of the construction  
10 contract for PROJECT by COUNTY Board of Supervisors. In the event that the lowest  
11 responsive bid for PROJECT exceeds \$181,470 then a recommendation for award of the  
12 construction contract for PROJECT by COUNTY Board of Supervisors shall not be made  
13 except upon written approval of CITY DIRECTOR.

14           14.    The estimated cost shares for the parties hereto are shown in the table  
15 below. Such estimated cost shares are based on an estimated final contract construction  
16 cost of \$157,800; provided, however, that said table is for reference only and actual costs  
17 for CITY and COUNTY will be determined pursuant to the provisions of Articles 10 through  
18 12, inclusive, of this AGREEMENT, as set forth above.

19                           **Estimated Cost/Shares for Cedar Avenue Bike Lanes**

<b>PROJECT PHASE</b>	<b>PROJECT COST</b>	<b>CITY'S SHARE</b>	<b>COUNTY'S SHARE</b>
Design Engineering	\$39,450	\$16,570	\$22,880
Construction Engineering	\$23,670	\$9,940	\$13,730
Contract Construction	\$157,800	\$66,276	\$91,524

25           15.    CITY agrees to prepare the timing cards for the affected traffic signals, the  
26 timing of which is impacted by PROJECT, and to waive the associated fees.

27           16.    Upon award of a Construction Contract for PROJECT, CITY shall promptly  
28 pay COUNTY, upon receipt of an invoice therefor, an amount equal to ninety percent

1 (90%) of the total estimated cost of CITY's share of PROJECT costs including Contract  
2 Construction costs, Design Engineering costs, and Construction Engineering costs. Within  
3 thirty (30) days after filing of the Notice of Completion for PROJECT by COUNTY, CITY  
4 shall promptly pay to COUNTY, upon receipt of an invoice therefor, the remaining balance  
5 of its share of PROJECT costs.

6 17. CITY agrees to indemnify, save, hold harmless, and at COUNTY's request,  
7 defend COUNTY, its officers, agents, and employees from any and all costs and expenses,  
8 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or  
9 corporation who may be injured or damaged by the performance, or failure to perform, of  
10 CITY, its officers, agents and employees, under this AGREEMENT; provided, that nothing  
11 herein shall constitute a waiver by CITY of governmental immunity available under or  
12 pursuant to Government Code Section 810 et seq. This section shall survive expiration or  
13 termination of this AGREEMENT.

14 18. COUNTY agrees to indemnify, save, hold harmless, and at CITY's request,  
15 defend CITY, its officers, agents, and employees from any and all costs and expenses,  
16 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or  
17 corporation who may be injured or damaged by the performance, or failure to perform, of  
18 COUNTY, its officers, agents and employees, under this AGREEMENT; provided, that  
19 nothing herein shall constitute a waiver by COUNTY of governmental immunity available  
20 under or pursuant to Government Code Section 810 et seq. This section shall survive  
21 expiration or termination of this AGREEMENT.

22 19. Neither party shall assign, transfer or sub-contract this AGREEMENT nor any  
23 of its respective rights or duties hereunder without the written consent of the other party.

24 20. This AGREEMENT shall expire on June 15, 2015; provided, however, that its  
25 term may be extended by a maximum of two additional one year terms (commencing on  
26 July 1, 2015) upon mutual written consent of COUNTY DIRECTOR and CITY DIRECTOR.

27 21. This AGREEMENT may be executed in one or more counterparts, each of  
28 which when executed will be deemed to constitute one and the same instrument and

1 agreement.

2           22. The provisions of this AGREEMENT are severable. The invalidity or  
3 unenforceability of any one provision in this AGREEMENT shall not affect the other  
4 provisions.

5           23. Each party acknowledges that it has read and fully understands the content  
6 of this AGREEMENT. This AGREEMENT represents the entire and integrated  
7 AGREEMENT between the parties with respect to the subject matter hereof and  
8 supersedes all prior negotiations, representations or agreements, either written or oral.

9           24. This AGREEMENT may be modified only by written instrument executed by  
10 duly authorized representatives of both CITY and COUNTY.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as  
of the day and year first set forth above.

CITY OF FRESNO:

COUNTY OF FRESNO

BY: \_\_\_\_\_  
SCOTT L. MOZIER, PE, TE, DIRECTOR  
DEPARTMENT OF PUBLIC WORKS

BY: \_\_\_\_\_  
ANDREAS BORGEAS, CHAIRMAN  
BOARD OF SUPERVISORS

APPROVED AS TO LEGAL FORM  
DOUGLAS SLOAN, CITY ATTORNEY

REVIEWED AND RECOMMENDED FOR  
APPROVAL

BY: *Branden M. Colet* 1/31/14  
DEPUTY, *Branden M. Colet*

BY: \_\_\_\_\_  
ALAN WEAVER, DIRECTOR,  
DEPARTMENT OF PUBLIC WORKS AND  
PLANNING

ATTEST: YVONNE SPENCE  
CITY CLERK

APPROVED AS TO LEGAL FORM  
COUNTY COUNSEL

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
DEPUTY

APPROVED AS TO ACCOUNTING FORM

BY: \_\_\_\_\_  
VICKI CROW, C.P.A.  
AUDITOR-CONTROLLER/TREASURER-  
TAX COLLECTOR

Fund/Subclass/Org/Account: 0010/1100/4510/

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