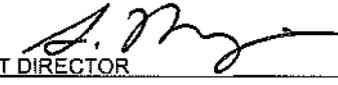
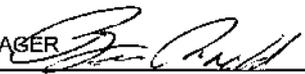


AGENDA ITEM NO. 1B
COUNCIL MEETING 5/1/14
APPROVED BY _____

DEPARTMENT DIRECTOR 

CITY MANAGER 

May 1, 2014

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

BY: SCOTT TYLER, PE, City Traffic Engineer/Interim Assistant Director
Public Works Department, Traffic and Engineering Services Division 

JOHN STANBOULIAN, Project Manager *JS*
Public Works Department, Traffic and Engineering Services Division

SUBJECT: Approve Second Amendment to Consultant Services Agreement with Peters Engineering Group Inc. for an additional \$75,000 for a total fee of \$255,000 to provide construction engineering services for the Clovis Unified School District (CUSD) Metropolitan Area Network (MAN) Phase 3 Project (Council Districts 2, 4, 5 and 6)

RECOMMENDATION

Staff recommends that the Council grant the Public Works Director or his designee the authority to amend the Consultant Services Agreement for Peters Engineering Group Inc. and sign the Second Amendment to the Agreement for Peters Engineering Group Inc.

EXECUTIVE SUMMARY

Staff recommends that Council approve the Second Amendment to the Consultant Services Agreement for Peters Engineering Group, Inc. in the amount of \$75,000, totaling \$255,000, for expanded construction engineering services. The additional \$75,000 is approved by CUSD.

BACKGROUND

CUSD MAN Phase 3 Project

On September 22, 2011 Council authorized Addendum No. 2 to the May 20, 2003 Agreement Regarding Installation And Use Of High Speed Fiber Optic Cable And Related Infrastructure between the City of Fresno and Clovis Unified School District. Addendum No. 2 represents Clovis Unified School District's MAN Phase 3 project which will provide state-of-the-art fiber connectivity to 15 elementary schools, serving over 8,700 students living in the City of Fresno.

REPORT TO THE CITY COUNCIL

Approve Amendment No. 2 to Consultant Agreement with Peters Engineering Group, Inc. for
CUSD MAN Phase 3 Project

May 1, 2014

Page 2

CUSD will provide an estimated \$3.6 million for the MAN Phase 3 project and CUSD will be responsible for all actual (not estimated) expenditures. CUSD has provided the City with \$600,000 deposit which includes \$100,000 for fiber design consultant services, \$250,000 for City design services, and \$250,000 for City construction inspection services, including all overhead expenses. During fiscal year 2014, the CUSD will provide an additional \$2,314,253.27 in nine (9) equal monthly payments after City awards MAN Phase 3 project construction contract and issues a notice to proceed. The \$2,314,253.27 includes \$1,984,253.27 for the construction contract and \$330,000 for contract contingency and additional consulting services.

Peters Engineering Agreement Amendment No. 1

On March 9, 2012, staff advertised a notice for consultant services, per the City's Administrative Order 6-19, requesting Statement of Qualifications (SOQ) from qualified engineering firms to provide consultant services for the city-wide Metropolitan Area Network and Intelligent Transportation Systems project. Staff requested SOQs from thirteen (13) local and California engineering firms. From the three (3) engineering firms that submitted SOQs for consideration, City and CUSD staff selected Peters Engineering Group, Inc. of Clovis California to provide consultant services.

On June 28, 2012, Council approved a consulting services agreement for Peters Engineering Group, Inc. of Clovis, California, in the amount \$100,000 with a contingency amount of \$20,000 to review infrastructure design plans and specifications and prepare the technology design plans and specifications for the City's construction contract bid documents and to provide technology integration services during the City's construction inspection phase of the MAN Phase 3 project.

The departure of the City's lead design engineer for the MAN Phase 3 project necessitated Amendment No. 1 to Peter's Engineering Group Inc. Consultant Services Agreement, in which, Peter's Engineering Group completed the combined construction and technology plans and specifications, integrated CUSD consultant's on-site plans and specifications for City's final bid documents. Peter's Engineering group would also provide construction engineering services during the construction phase of the project.

On August 22, 2013, Council approved the Amendment No. 1 to the Peters Engineering Group Inc. Consultant Services Agreement which provided an additional \$80,000 from \$100,000 total fee and a contingency of \$20,000 on a time and material basis, to \$180,000 total fee on a time and material basis. Clovis Unified School District approve Amendment No. 1, and the City Attorney's Office approved to form.

REPORT TO THE CITY COUNCIL

Approve Amendment No. 2 to Consultant Agreement with Peters Engineering Group, Inc. for CUSD MAN Phase 3 Project

May 1, 2014

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Peters Engineering Agreement Amendment No. 2

Peters Engineering Group is providing construction engineering support services. Consultant is reviewing and responding to construction and technology submittals, requests for information, and all associated field installations and technology integration for street right of way and CUSD on-site facilities. The MAN Phase 3 Project is constructing a combination of new conduit, vault and fiber infrastructure and is using existing infrastructure in the City right of way and CUSD school sites. The project's use of existing infrastructure throughout the City's right of way and on CUSD schools sites has triggered high number of contractor requests for information which has required additional consultant services during construction inspection phase.

The Amendment No. 2 to the Peters Engineering Group Inc. Consultant Services Agreement provides an additional \$75,000 from \$180,000 total fee on a time and material basis, to \$255,000 total fee on a time and material basis. Clovis Unified School District approved Amendment No. 2, and the City Attorney's Office approved to form.

Staff recommends that the Council grant the Public Works Director or his designee the authority to amend the Consultant Services Agreement for Peters Engineering Group Inc. and sign the Second Amendment to the Agreement for Peters Engineering Group Inc.

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

Local preference was not considered because this is an amendment to an existing consultant services agreement.

FISCAL IMPACT

Clovis Unified School District will provide funding for all consultant services costs, City design services and construction engineering and inspection costs, including overhead, and all construction costs associated with the \$3.6 million MAN Phase 3 project. There will be no fiscal impact to the General Fund.

Attachment:

Amendment No. 2 to Agreement for Consultant Services with Peters Engineering Group, Inc.

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SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("2nd Amendment") made and entered into as of this _____ day of APRIL, 2014, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, ("CITY"), and Peters Engineering Group, A California Corporation ("CONSULTANT").

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated June 28, 2013, for professional engineering services for the design of plans and general construction contract documents for Installation And Use Of High Speed Fiber Optic Cable And Related Infrastructure Between City Of Fresno And Clovis Unified School District ("Agreement")

WHEREAS, CITY and CONSULTANT amended the Agreement on August 22, 2013 to expand design engineering and construction support services ("1st Amendment); and

WHEREAS, CITY now desires to modify the scope of Agreement, therein, by revising scope of services, time for performance, and compensation.

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 revised services as described in Attachment "A", attached hereto and incorporated herein by reference.

2. CONSULTANT'S time for performance shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 31, 2014.

3. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this 2nd Amendment shall be an additional \$75,000, for a total fee of \$255,000, paid on a time and material basis.

4. In the event of any conflict between the body of this 2nd 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 2nd Amendment, shall be null and void.

5. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated June 28, 2012, and 1st Amendment dated August 22, 2013, entered into by CITY and CONSULTANT remains in full force and effect.

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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

Peters Engineering Group,
A California Corporation

By: _____
Scott Mozier
Director
Department of Public Works

By: David Peters
Name: David Peters
Title: President
(If corporation or LCC, Board
Chair, Pres. or Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Cheryl Peters
Name: Cheryl Peters
Title: Treasurer
(If corporation or LCC, CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Brandon M. Collet 4/17/14
Date
Deputy

REVIEWED BY:
By: Lal Goonawardena
Lal Goonawardena
Design Services Manager
Department of Public Works

Addresses:

CITY:
City of Fresno
Attention: John Stanboulian, PM
2600 Fresno Street, 4th Floor
Fresno, CA 93721-3623
Phone: 559-621-8669
FAX: 559-457-1087

CONSULTANT:
Peters Engineering Group
Attention: David Peters, P.E.
952 Pollasky Avenue
Clovis, CA 93612
Phone: 559-299-1544
FAX: 559-299-1772

Exhibit A

Scope of Services

Consultant Services Agreement between City of Fresno ("City") and Peters Engineering Group ("Consultant")

Installation and Use of High Speed Fiber Optic Cable and Related Infrastructure PROJECT TITLE

There are five phases of work described in the City's standard consulting services agreement, Exhibit A revisions are as follows:

Part5-ConstructionPhase

D. Review and respond to construction and technology submittals, requests for information, and all associated reviews for field installations and technology integration for street right of way and CUSD on-site for fiber optic cable and related conduit and vault facilities.

Services shall be undertaken and completed in a sequence assuring expeditious completion and not to exceed 5 working days.