

AGENDA ITEM NO.	1C
COUNCIL MEETING:	05/02/13
APPROVED BY	
	
DEPARTMENT DIRECTOR	
	
CITY MANAGER	

May 2, 2013

FROM: PATRICK N. WIEMILLER, Director
Public Works Department

BY: SCOTT L. MOZIER, PE, TE, City Engineer/Assistant Director
Public Works Department, Traffic and Engineering Services Division



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



SUBJECT: APPROVE A COOPERATIVE AGREEMENT WITH COUNTY OF FRESNO FOR THE CONVERSION OF FRUIT AVENUE FROM FOUR LANES TO THREE LANES WITH BIKE LANES FROM SHAW AVENUE TO HERNDON AVENUE (COUNCIL DISTRICT 2)

RECOMMENDATIONS

1. Approve the attached Cooperative Agreement with the County of Fresno for improvements on Fruit Avenue between Shaw Avenue and Herndon Avenue.
2. Authorize the Public Works Director, or his designee, to execute the Cooperative Agreement on behalf of the City.

EXECUTIVE SUMMARY

The County of Fresno Department of Public Works and Planning is proposing a joint project with the City of Fresno on Fruit Avenue between Shaw Avenue and Herndon Avenue. The project will consist of pavement repair, slurry seal, curb ramp upgrades where necessary and restriping. The project proposes to reconfigure Fruit Avenue from its existing undivided four-lane configuration to provide one travel lane in each direction plus a center two-way left-turn lane and bicycle lanes. On-street parking will be retained and not modified by the project. A community meeting was held on November 14, 2012, providing City and County residents in the project vicinity with the opportunity to provide input concerning the proposed project. City and County traffic engineers have also evaluated existing and future traffic volumes, finding that Fruit Avenue will operate at an acceptable level of service with the new configuration and safety will be improved through the new center two-way left turn lane and on-street bike lanes. The County desires to move forward with the project and will be the lead agency for design, bidding, award of the construction contract and contract administration. The proposed cooperative agreement sets the City's share of the \$1,569,000 project as \$66,010 which will be paid for out of the City's Measure "C" Bicycle Lane annual allocation. City staff will retain responsibility within the City right-of-way for review and approval of the engineering plans, issuance of street work permits, field inspection and acceptance of the County-constructed improvements. 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 in order that the project can move forward.

REPORT TO THE CITY COUNCIL

Approve Cooperative Agreement for Fruit Avenue Road Diet

May 2, 2013

Page 2 of 2

BACKGROUND

In September 2010, the City Council approved the City of Fresno Bicycle, Pedestrian, & Trails Master Plan (BMP). The master plan 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 road widening, or a reduction in lanes and/or lane widths, also known as a "Road Diet." This proposed Fruit Avenue Bike Line project is considered a road diet because the existing four-lane undivided roadway will be reduced to three lanes plus bike lanes. One travel lane will be provided in each direction plus a center tow-way left-turn lane. A road diet is only considered if the traffic level of service within the roadway segment will not be reduced to unacceptable levels within the appropriate authority. City and County traffic engineers have analyzed existing and future year traffic volumes, finding that Fruit Avenue will operate at an acceptable level of service with the new configuration and that safety will be improvement through the new center two-way left-turn lane and on-street bike lanes. The center two-way left-turn lane will allow left turns to be made from a dedicated lane, eliminating the current need to stop in the through travel lanes to make left turns. Three-lane collectors are also being constructed in new developments throughout the Fresno-Clovis Metropolitan Area. This configuration provides consistency with the State of California's "Complete Streets" law, discourages speeding, and is more neighborhood-friendly.

The installation of Fruit Avenue bike lanes is a master plan improvement defined by the BMP; thus, fulfilling the BMP. City of Fresno staff, along with County staff, participated in a public open house on November 14, 2012. At the open house, City and County staff were able to inform the public about the project and answer any questions. Although some residents expressed concerns, there was a stronger support for the proposed road diet.

ENVIRONMENTAL FINDING

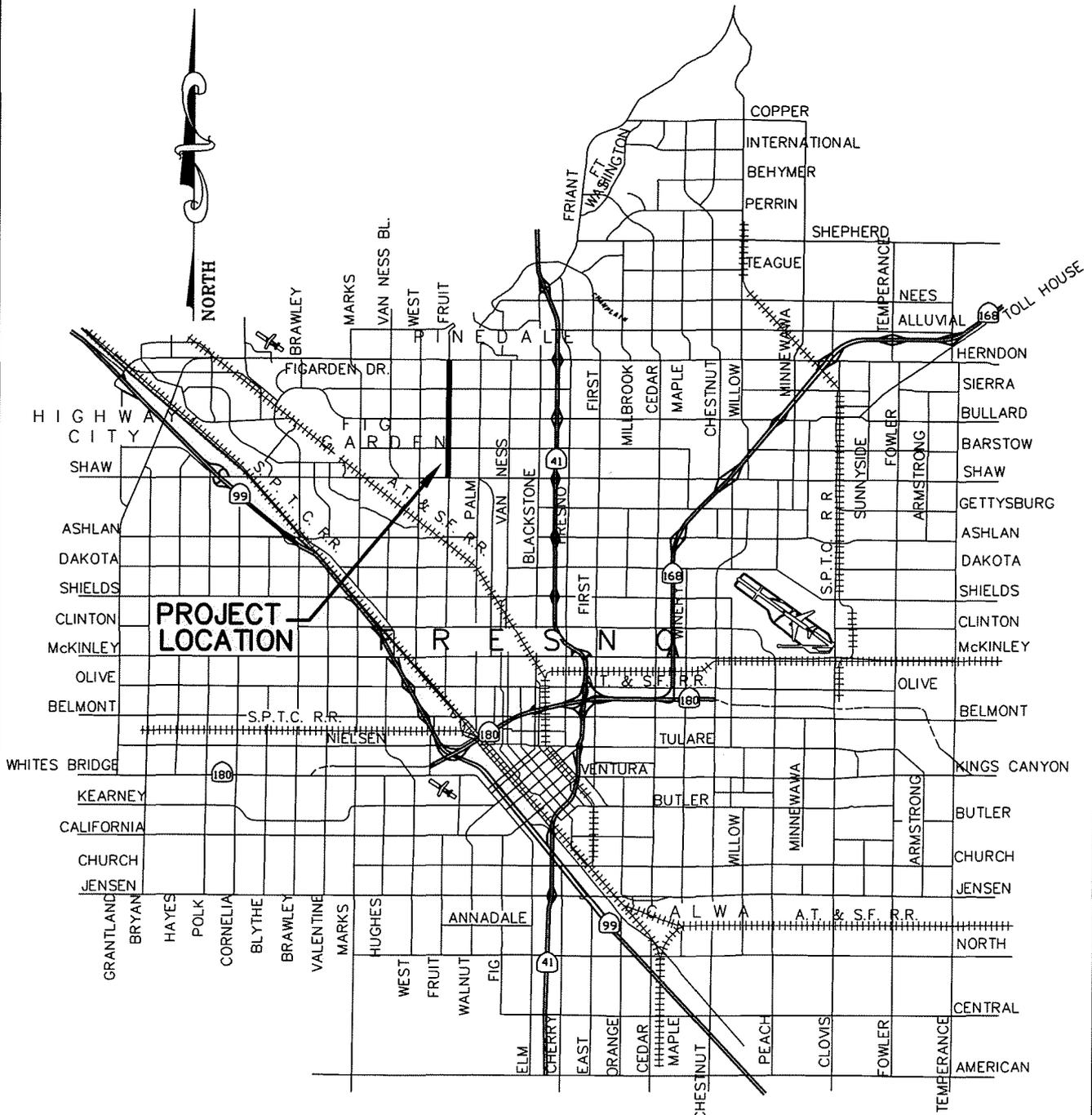
The County of Fresno has performed an environmental assessment of this project and by its Environmental Review No. 6655, dated January 9, 2013, County has determined this project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) guidelines under Section 15301(c) Existing Facilities.

FISCAL IMPACT

No General Fund dollars will be used to fund this project, which is located in Council District 2. City's funding of \$66,010 will be provided through Measure "C" Bike Lane funds, and County's funding of \$1,502,990 will be provided through the County's Measure "C" funds and/or County Road funds. Minor pavement repairs such as crack sealing in the City right-of-way, where necessary in advanced of the County's slurry seal, will be performed out of the Public Works Department's operating budget.

Attachment:

- Vicinity map
- Cooperative Agreement



VICINITY MAP
NOT TO SCALE



**FRUIT AVENUE BIKE LANE PROJECT
FROM SHAW AVENUE TO HERNDON AVENUE**

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FRUIT AVENUE BIKE LANES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the County of Fresno, a political subdivision of the State of California, hereinafter called "COUNTY", and the City of Fresno, a municipal corporation, hereinafter called "CITY".

RECITALS:

WHEREAS, COUNTY and CITY recognize the need for improvements to Fruit Avenue between Herndon Avenue and Shaw Avenue; and,

WHEREAS, certain portions of Fruit Avenue from Herndon Avenue to Shaw Avenue (hereinafter the "Project Limits") are within the jurisdiction of CITY, while the other portions are within the jurisdiction of COUNTY; and,

WHEREAS, the contemplated improvements generally consist of the repairing of areas of failed pavement within COUNTY jurisdiction, the restriping of Fruit Avenue to provide bicycle lanes, the construction or retrofit of curb ramps to meet current ADA standards, and the performance of various associated work, all within the Project Limits described hereinabove; and,

WHEREAS, COUNTY and CITY, while maintaining their respective jurisdictions, recognize it will be of mutual benefit to COUNTY and CITY and promote efficiency to have COUNTY's contractor effect such improvements, which improvements are hereinafter referred to as "PROJECT," upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed as follows:

1. PROJECT shall be performed and administered by COUNTY under a single construction contract, with CITY to make certain contributions toward the PROJECT, as specified hereinafter.
2. Upon completion of the PROJECT, each Party's respective jurisdictional responsibility over certain portions of the Project Limits shall remain unchanged and fully in accord with that which existed prior to and during PROJECT. Both CITY and COUNTY shall continue to retain those maintenance responsibilities which existed prior to

1 PROJECT, except to the extent that the allocation or division of such responsibilities may
2 subsequently be modified pursuant to any street maintenance agreement which may
3 hereafter be amended or entered into between CITY and COUNTY.

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

6 a. Environmental oversight to ensure the PROJECT complies with the
7 California Environmental Quality Act.

8 b. Contract administration to advertise and award the contract, in
9 accordance with all governing federal, state and local laws, and all requirements of funding
10 agencies, including without limitation any applicable prevailing wage and competitive
11 bidding requirements.

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

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

19 6. It is understood that necessary changes during construction affecting any
20 portion of the PROJECT within CITY's jurisdiction shall be approved by the Director of
21 Public Works of CITY or his designee (hereinafter called "CITY DIRECTOR") and the
22 Director of Public Works and Planning of COUNTY or his designee (hereinafter called
23 "COUNTY DIRECTOR").

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

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

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

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

12 a) As to contract items paid by unit (i.e.: each, ton, linear foot, etc.),
13 the CITY's cost therefor shall be based on the actual unit count of such items constructed
14 or placed within CITY's jurisdiction.

15 b) As to contract items paid by Lump Sum, the CITY's cost therefor
16 shall be determined based upon the total actual cost of all items paid by unit (excluding all
17 items paid by Lump Sum) and constructed or placed within CITY's jurisdiction divided by
18 the total actual cost of all items paid by unit (excluding all items paid by Lump Sum) for
19 PROJECT in its entirety.

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

24 d) CITY CONSTRUCTION COST shall be the total of CITY's share
25 of unit cost items, Lump Sum Items, and contract change order costs as described
26 hereinabove in this Article 10.

27 11. CITY's cost for Project Administration and Design Engineering shall be
28 determined by multiplying COUNTY's actual cost therefor by CITY CONSTRUCTION

1 COST, and then dividing the result by the total contract construction cost of PROJECT;
2 provided, however, that CITY's cost for Project Administration and Design Engineering
3 shall not exceed 20% of CITY CONSTRUCTION COST unless otherwise approved in
4 writing by CITY DIRECTOR.

5 12. CITY's cost for Construction Engineering shall be determined by multiplying
6 COUNTY's actual cost therefor by CITY CONSTRUCTION COST, and then dividing the
7 result by the total contract construction cost of PROJECT; provided, however, that CITY's
8 cost for Construction Engineering shall not exceed 20% of CITY CONSTRUCTION COST
9 unless otherwise approved in writing by CITY DIRECTOR.

10 13. The estimated contract construction cost is \$1,051,590. In the event that the
11 lowest responsive bid for PROJECT does not exceed \$1,210,000, then COUNTY
12 DIRECTOR may, in COUNTY DIRECTOR's sole discretion, recommend award of the
13 construction contract for PROJECT by COUNTY Board of Supervisors. In the event that
14 the lowest responsive bid for PROJECT exceeds \$1,210,000, then a recommendation for
15 award of the construction contract for PROJECT by COUNTY Board of Supervisors shall
16 not be made except upon written approval of CITY DIRECTOR.

17 14. The estimated costs shares for the parties hereto are shown in the table
18 below. Such estimated cost shares are based on a final contract construction cost of
19 \$1,210,000; provided, however, that said table is for reference only and actual costs for
20 CITY and COUNTY will be determined pursuant to the provisions of Articles 10 through 12,
21 inclusive, of this AGREEMENT, as set forth above.

22 **Estimated Cost/Shares for Fruit Avenue Bike Lanes**

23 PROJECT 24 PHASE	PROJECT COST	CITY'S SHARE	COUNTY'S SHARE
25 Design Engineering	\$185,000	\$9,430	\$175,570
26 Construction Engineering	\$174,000	\$9,430	\$164,570
27 Contract Construction	\$1,210,000	\$47,150	\$1,162,850

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

3 16. Upon award of a Construction Contract for PROJECT, CITY shall promptly
4 pay COUNTY, upon receipt of an invoice therefor, an amount equal to ninety percent
5 (90%) of the total estimated cost of CITY's share of PROJECT costs including Contract
6 Construction costs, Design Engineering costs, and Construction Engineering costs. Within
7 thirty (30) days after filing of the Notice of Completion for PROJECT by COUNTY, CITY
8 shall promptly pay to COUNTY, upon receipt of an invoice therefor, the remaining balance
9 of its share of PROJECT costs.

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

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

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

28 20. This AGREEMENT shall expire three years after its effective date; provided,

1 however, that its term may be extended by a maximum of two years upon mutual written
2 consent of COUNTY DIRECTOR and CITY DIRECTOR.

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

6 22. The provisions of this AGREEMENT are severable. The invalidity or
7 unenforceability of any one provision in this AGREEMENT shall not affect the other
8 provisions.

9 23. Each party acknowledges that it has read and fully understands the content
10 of this AGREEMENT. This AGREEMENT represents the entire and integrated
11 AGREEMENT between the parties with respect to the subject matter hereof and
12 supersedes all prior negotiations, representations or agreements, either written or oral.
13 This AGREEMENT may be modified only by written instrument executed by duly
14 authorized representatives of both CITY and COUNTY.

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

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4 CITY OF FRESNO:

COUNTY OF FRESNO

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6 BY: _____
7 SCOTT L. MOZIER, PE, TE, CITY
8 ENGINEERY/ASSISTANT DIRECTOR,
9 DEPARTMENT OF PUBLIC WORKS

BY: _____
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

10 APPROVED AS TO LEGAL FORM
11 DOUGLAS SLOAN, CITY ATTORNEY

REVIEWED AND RECOMMENDED FOR
APPROVAL

12 BY:  _____
13 SENIOR/DEPUTY *Chief Assistant*
14 CITY ATTORNEY

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

15 ATTEST: YVONNE SPENCE
16 CITY CLERK

APPROVED AS TO LEGAL FORM
KEVIN BRIGGS, COUNTY COUNSEL

17 BY: _____

BY: _____
DEPUTY

19 APPROVED AS TO ACCOUNTING FORM

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21 BY: _____
22 VICKI CROW, C.P.A.
23 AUDITOR-CONTROLLER/TREASURER-
24 TAX COLLECTOR

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27 Fund/Subclass/Org/Account: 0010/1100/4510/
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EXHIBIT A
Fruit Avenue Bike Lanes
Shaw Avenue to Herndon Avenue

Quantity	Units	Item	Unit Price	Total Cost	% County	County Cost	% City	City Cost
2	EA	CONSTRUCTION PROJECT SIGNS	\$500.00	\$1,000	96%	\$960	4%	\$40
60000	\$	SUPPLEMENTAL WORK	\$1.00	\$60,000	96%	\$57,600	4%	\$2,400
1	LS	MOBILIZATION	\$50,000	\$50,000	96%	\$48,000	4%	\$2,000
1	LS	PREPARE & IMPLEMENT WATER POLLUTION CONTROL	\$5,000.00	\$5,000	96%	\$4,800	4%	\$200
1	LS	TRAFFIC CONTROL SYSTEM	\$30,000.00	\$30,000	96%	\$28,800	4%	\$1,200
1	LS	CLEARING AND GRUBBING	\$5,000.00	\$5,000	96%	\$4,800	4%	\$200
67120	LF	THERMOPLASTIC TRAFFIC STRIPE (SPRAY)	\$1.00	\$67,120	75%	\$50,340	25%	\$16,780
1144	LF	THERMOPLASTIC TRAFFIC STRIPE (SPRAY) CROSSWALK	\$2.50	\$2,860	75%	\$2,145	25%	\$715
1610	SF	PAINTED PAVEMENT MARKING	\$6.00	\$9,660	75%	\$7,245	25%	\$2,415
144	TONS	CRACK SEAL AND SLURRY	\$250.00	\$36,000	75%	\$27,000	25%	\$9,000
44	EA	SIGNAL LOOP DET.	\$550.00	\$24,200	75%	\$18,150	25%	\$6,050
33600	SY	COLD PLANE ASPHALT CONCRETE PAVEMENT	\$5.00	\$168,000	100%	\$168,000	0%	\$0
30	EA	ROADSIDE SIGN-ONE POST	\$350.00	\$10,500	100%	\$10,500	0%	\$0
5.65	TONS	PAINT BINDER (COAT)	\$800.00	\$4,520	100%	\$4,520	0%	\$0
5212	TONS	HMA	\$85.00	\$443,020	100%	\$443,020	0%	\$0
386	CY	CLASS 2 AGGREGATE BASE	\$35.00	\$13,510	100%	\$13,510	0%	\$0
750	CY	ROADWAY EXCAVATION	\$20.00	\$15,000	100%	\$15,000	0%	\$0
31	EA	RECONSTRUCT CURB RAMP	\$3,000.00	\$93,000	100%	\$93,000	0%	\$0
660	LF	MINOR CONCRETE (CURB AND GUTTER)	\$20.00	\$13,200	100%	\$13,200	0%	\$0
Subtotal				\$1,051,590		\$1,010,590		\$41,000
15% Allowance for Overbid				\$158,410		\$152,260		\$6,150
TOTAL				\$1,210,000		\$1,162,850		\$47,150