

AGENDA ITEM NO.	IF
COUNCIL MEETING:	04/29/08
APPROVED BY	
<i>Evan Buncelo</i>	
DEPARTMENT DIRECTOR	<i>in</i>
CITY MANAGER	
<i>[Signature]</i>	

April 29, 2008

FROM: PATRICK N. WIEMILLER, Director
Public Works Department

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

SKM

SUBJECT: APPROVE A COST SHARING AGREEMENT WITH THE COUNTY OF FRESNO FOR THE INSTALLATION OF TRAFFIC SIGNAL PHASING AT THE INTERSECTIONS OF BULLARD AND MAROA, BULLARD AND FRUIT, AND BARSTOW AND WEST

KEY RESULT AREA

One Fresno – KRA 0101001000

Presented to City Council
Date 4/29/08
Disposition sec. approved

RECOMMENDATION

Staff recommends that the City Council approve a cost sharing agreement with the County of Fresno in the amount of \$919,708 with a contingency of up to \$65,770 for the City's share of estimated project costs for traffic signal phasing being designed and constructed by the County of Fresno, at the intersections of Bullard and Maroa, Bullard and Fruit, and Barstow and West.

EXECUTIVE SUMMARY

The County of Fresno and the City of Fresno are jointly proposing to install traffic signal phasing at the intersections of Bullard and Maroa, Bullard and Fruit, and Barstow and West Avenues. These signal modifications will improve traffic flow thru the intersections, improve safety for school children and pedestrians crossing the intersections, and improve air quality. These intersections are jointly within the jurisdictions of both the City of Fresno and Fresno County. The City of Fresno has agreed to provide \$919,708.00, with a project contingency of up to \$65,770.00, toward the estimated project costs of these traffic signal improvements.

Staff is recommending the Council approve a cost sharing agreement with the County for this amount of project funding.

KEY OBJECTIVE BALANCE

The project best balances the three Key Objectives of Customer Satisfaction, Employee Satisfaction, and prudent Financial Management. Customer Satisfaction will result from improved traffic flow thru the intersections, improved safety for school children and pedestrians, and improved air quality by phasing the traffic signals at the intersections. Employee Satisfaction is

! SUBJECT TO MAYOR'S VETO

derived from completion of this much needed project. Prudent Financial Management objectives are achieved by working with Fresno County to share project costs for needed infrastructure improvements.

BACKGROUND

The intersections of Bullard Avenue and Maroa Avenue, Bullard Avenue and Fruit Avenue, and Barstow Avenue and West Avenue are currently served by traffic signals without phasing. This project will modify the existing traffic signals at these intersections to include traffic signal phasing. These intersections are heavily traveled, and are adjacent to several schools and religious institutions. These traffic signal improvements will help improve traffic flow thru the intersections, provide improved safety for both motorists and pedestrians, and improve air quality.

For these three (3) traffic signal projects, Fresno County will be the lead agency, providing all necessary design, advertising, bidding and contract administration services. The total cost of the three projects is estimated to be \$1,362,368. The City's contribution is estimated to be \$919,708 and is broken down as follows for each intersection:

- Bullard Avenue and Maroa Avenue: \$ 354,218.00
- Bullard Avenue and Fruit Avenue: \$ 226,103.00
- Barstow Avenue and West Avenue: \$ 339,387.00
- \$ 919,708.00

The City has identified a contingency, up to an additional \$65,770, toward the cost of construction of the projects, should construction bids received exceed the engineer's estimate by up to 10 percent. The City's contribution is based on the percentage of each intersection that is in either the City of Fresno or Fresno County jurisdiction, as well as the specific construction requirements at each intersection. A complete cost breakdown is attached at the back of the proposed agreement as Exhibit "A".

The Bullard Avenue and Maroa Avenue intersection has received first priority for design and construction, followed by the other two intersections.

The agreement has been reviewed and approved by both the Fresno City Attorney and Fresno County Counsel as to form.

FISCAL IMPACT

The City's contribution will come from Traffic Signal Impact Fees. There will be no impact to the General Fund as a result of the project.

IF
4/29/08

AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of June 2008, 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 the installation of left-turn phasing for traffic signals at the intersections of Bullard Avenue and Maroa Avenue, Bullard Avenue and Fruit Avenue, and Barstow Avenue and West Avenue; and

WHEREAS, the Bullard Avenue and Maroa Avenue intersection is 75% within the jurisdiction of CITY and 25% within the jurisdiction of COUNTY, the Bullard Avenue and Fruit Avenue intersection is 50% within the jurisdiction of CITY and 50% within the jurisdiction of COUNTY, and the Barstow Avenue and West Avenue intersection is 75% within the jurisdiction of CITY and 25% within the jurisdiction of COUNTY; 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 perform the work under a single construction contract or under a succession of construction contracts for each intersection (hereinafter collectively referred to as "PROJECTS" and individually referred to as "PROJECT"), upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed as follows:

AGREEMENT:

1. Modifications to traffic signals at these intersections, which necessitates construction work within both CITY's and COUNTY's respective jurisdictions, shall be performed and administered by COUNTY under a single construction contract or under a succession of construction contracts for each intersection, with CITY to make certain contributions toward each PROJECT, as specified hereinafter.

2. Upon completion of each PROJECT, ownership of the traffic signal shall be

CITY OF FRESNO
City Clerk's Office (Original)

1 shared according to the percentages stated hereinabove, and it is hereby acknowledged by
2 the parties that CITY is and shall be responsible for maintenance of the traffic signal,
3 consistent with the provisions of a separate agreement previously executed by the parties
4 hereto, under which CITY maintains all traffic signals in the metropolitan area when the
5 ownership of said signals is shared by CITY and COUNTY.

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

8 a. Environmental oversight to ensure each PROJECT complies with the
9 California Environmental Quality Act.

10 b. Administrative oversight of the design consultant employed by
11 COUNTY for the design of the PROJECTS.

12 c. Contract administration to advertise and award the contract, in
13 accordance with all governing federal, state and local laws, and all requirements of funding
14 agencies, including without limitation any applicable prevailing wage and competitive
15 bidding requirements.

16 4. COUNTY shall provide, through a consultant retained by COUNTY, Design
17 Engineering services, which includes but is not limited to the preparation of plans,
18 specifications, and other contract documents necessary for the award of the contract(s).

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

23 6. It is understood that necessary changes during construction of the Project
24 within CITY'S jurisdiction shall be approved by the Director of Public Works of CITY or his
25 designee (hereinafter called "CITY DIRECTOR") and the Director of Public Works and
26 Planning of COUNTY or his designee (hereinafter called "COUNTY DIRECTOR").

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1 7. COUNTY shall provide to CITY, for CITY's review and approval, appropriate
2 plan information concerning that portion of work to be performed by COUNTY's contractor
3 that lies within CITY's area of jurisdiction. Prior to advertising and bidding the PROJECT,
4 County shall provide to CITY, for CITY'S review and approval, all traffic signal plans.

5 8. CITY shall waive all associated fees for permits, plan checks and electrical
6 inspections for PROJECTS.

7 9. Each of the parties hereto shall bear an agreed upon share of the cost of
8 PROJECTS. The estimated Total PROJECT costs are outlined in Table 1 of Paragraph 12
9 below, and those estimated costs include: Contract Construction costs, plus an additional
10 10% of that amount for contingencies, Design Engineering costs, project Administration
11 costs, and Construction Engineering costs. The itemized version of those estimated costs
12 is set forth in the separate estimates for the respective PROJECTS, attached hereto
13 collectively as Exhibit A.

14 10. Actual Design Engineering costs incurred by COUNTY via payments to
15 COUNTY consultant will be paid proportionally by each party to this agreement based on
16 the percentage of each intersection that is within each agency's jurisdiction. The Design
17 Engineering and environmental cost for each intersection is estimated to be ten percent
18 (10%) of the final contract construction cost.

19 11. CITY's cost for Project Administration shall be five percent (5%) of the final
20 contract construction cost of CITY's share, and CITY's cost for Construction Engineering
21 shall be fifteen percent (15%) of the final contract construction cost of CITY's share.

22 12. Each of the parties hereto shall pay its share of the PROJECT construction
23 costs based on the respective quantities of the various bid items of PROJECT, pursuant to
24 any change orders which may be issued in accordance with the terms of this Agreement,
25 within the area of that agency's jurisdiction. Additional costs such as contract change
26 orders, which pertain solely to either CITY's or COUNTY's area of jurisdiction, shall be
27 approved and paid for by the party with jurisdiction.

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Table 1: Total Estimated Cost/Shares for Signalization Projects

PROJECT	PROJECT COST	CITY'S SHARE	COUNTY'S SHARE
Bullard and Maroa	\$467,915	\$354,217	\$113,698
Bullard and Fruit	\$443,457	\$226,103	\$217,354
Barstow and West	\$450,996	\$339,388	\$111,608

13. In the event the low bid for construction of PROJECT exceeds the estimate provided herein by up to ten percent (10%), it is mutually agreed that the contract shall be awarded for the work, and the City agrees to pay, as a contingency, up to Twenty Five Thousand Three Hundred Thirty Dollars and No/cents (\$25,330.00) toward the cost of construction of the Bullard Avenue and Maroa Avenue traffic signal; up to Sixteen Thousand One Hundred Eighty Eight Dollars and No/cents (\$16,188.00) toward the cost of construction of the Bullard Avenue and Fruit Avenue traffic signal; and up to Twenty Four Thousand Two Hundred Fifty Two Dollars (\$24,252.00) toward the cost of construction of the Barstow Avenue and West Avenue traffic signal.

14. In the event the low bid for PROJECT exceeds the estimate provided herein by ten percent (10%), or more, no contract shall be awarded for the work by the Fresno County Board of Supervisors except upon the mutual written recommendation of both CITY DIRECTOR and COUNTY DIRECTOR.

15. CITY agrees to prepare the timing cards for the new signals and waive the associated fees.

16. Upon award of a construction contract for PROJECT, CITY shall promptly pay COUNTY, upon receipt of an invoice therefor, an amount equal to ninety percent (90%) of the total estimated cost of CITY's share of PROJECT costs including contract construction costs, PROJECT Administration costs, Design Engineering costs, and Construction Engineering costs. Within thirty (30) days after filing of the Notice of Completion for PROJECT by COUNTY, CITY shall promptly pay to COUNTY, upon receipt

1 of an invoice therefor, the remaining balance of its share of PROJECT costs.

2 17. CITY agrees to indemnify, save, hold harmless, and at COUNTY's request,
3 defend COUNTY, its officers, agents and employees from any and all costs and expenses,
4 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
5 corporation who may be injured or damaged by the performance, or failure to perform, of
6 CITY, its officers, agents and employees, under this Agreement. This section shall survive
7 expiration or termination of this Agreement.

8 18. COUNTY agrees to indemnify, save, hold harmless, and at CITY's request,
9 defend CITY, its officers, agents and employees from any and all costs and expenses,
10 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
11 corporation who may be injured or damaged by the performance, or failure to perform, of
12 COUNTY, its officers, agents and employees, under this Agreement. This section shall
13 survive expiration or termination of this Agreement.

14 19. Neither party shall assign, transfer or sub-contract this agreement nor their
15 rights or duties under this agreement without the written consent of the other party.

16 20. The provisions of this Agreement are severable. The invalidity or
17 unenforceability of any one provision in this Agreement shall not affect the other provisions.

18 21. Each party acknowledges that it has read and fully understands the content
19 of this Agreement. This Agreement represents the entire and integrated agreement
20 between the parties with respect to the subject matter hereof and supersedes all prior
21 negotiations, representations or agreements, either written or oral. This Agreement may
22 be modified only by written instrument duly authorized and executed by both CITY and
23 COUNTY.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first herein above written.

JUN 17 2008

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4 CITY OF FRESNO:

COUNTY OF FRESNO

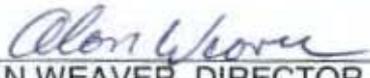
5
6 BY: 
7 PATRICK WIEMILLER, DIRECTOR,
DEPARTMENT OF PUBLIC WORKS

BY: 
HENRY PEREA, CHAIRMAN
BOARD OF SUPERVISORS

8
9 APPROVED AS TO LEGAL FORM

REVIEWED AND RECOMMENDED FOR
APPROVAL

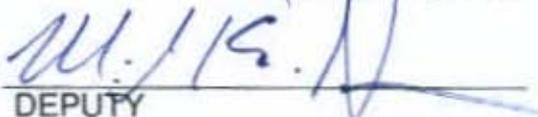
10 BY: 
11 L. BRADLEY, DEPUTY
12 CITY ATTORNEY

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

13
14 ATTEST: REBECCA E. KLISCH
CITY CLERK

APPROVED AS TO LEGAL FORM
DENNIS MARSHALL, COUNTY COUNSEL

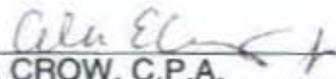
15
16 BY: 
5/2/08

BY: 
DEPUTY

17
18 ATTEST:
19 REBECCA E. KLISCH, Clerk
Board of Supervisors

APPROVED AS TO ACCOUNTING FORM

20
21 By: 
22 Deputy

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

23
24
25
26
27 Fund/Subclass/Org/Account:
28 0010/1100/4510/7370

Preliminary Engineer's Estimate for the Proposed Intersection Improvements

Intersection of Bullard and Maroa

The County of Fresno

EXHIBIT A

Item	Description	Quantity	Unit	Unit Price	Project Cost	City Share	County Share
Bullard & Maroa							
Proposed Improvements							
1	Mobilization Maximum of \$10,000 (75-25 City-County)	1	LS	\$10,000.00	\$10,000.00	\$7,500.00	\$2,500.00
2	Clearing & Grubbing - (75-25 City-County)	1	LS	\$6,000.00	\$6,000.00	\$4,500.00	\$1,500.00
3	Traffic Signal Demo - (75-25 City-County)	4	EA	\$10,000.00	\$40,000.00	\$30,000.00	\$10,000.00
4	Modified Curb Return (4-Total, 3-City, 1-County)	4	EA	\$4,000.00	\$16,000.00	\$12,000.00	\$4,000.00
5	Utility Relocation (City of Fresno) [Owner of vault unknown at this time]	1	LS	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00
6	Thermoplastic Striping (75-25 City-County)	575	LF	\$3.00	\$1,725.00	\$1,293.75	\$431.25
7	Traffic Signal Modification (75-25 City-County)	1	LS	\$240,000.00	\$240,000.00	\$180,000.00	\$60,000.00
8	ITS Vault (4'x7') (City of Fresno)	1	LS	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00
9	Storm Water Pollution Control (75-25 City-County)	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$500.00
10	Traffic Control - (75-25 City-County)	1	LS	\$8,000.00	\$8,000.00	\$6,000.00	\$2,000.00
Subtotal =					\$334,225.00	\$253,293.75	\$80,931.25
Contingency @ 10% =					\$33,422.50	\$25,329.38	\$8,093.13
Contract Total =					\$367,647.50	\$278,623.13	\$89,024.38
Construction Engineering and Material Testing @ 15% =					\$50,133.76	\$37,994.06	\$12,139.69
Construction Total =					\$417,781.25	\$316,617.19	\$101,164.06
Project Admin @ 5% =					\$16,711.26	\$12,533.44	\$4,177.81
Design Engineering & Environmental @ 10% =					\$33,422.50	\$25,066.88	\$8,355.63
Project Cost Total =					\$467,915.00	\$354,217.50	\$113,697.50

Preliminary Engineer's Estimate for the Proposed Intersection Improvements

Intersection of Bullard and Fruit

The County of Fresno

EXHIBIT A

Item	Description	Quantity	Unit	Unit Price	Project Cost	City Share	County Share
Bullard & Fruit							
Proposed Improvements							
1	Mobilization Maximum of \$10,000 (50-50 City-County)	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
2	Clearing & Grubbing (50-50 City-County)	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
3	Traffic Signal Demo (50-50 City-County)	4	EA	\$10,000.00	\$40,000.00	\$20,000.00	\$20,000.00
4	Modified Curb Return (3-Total, 2-City, 1-County)	3	EA	\$4,000.00	\$12,000.00	\$8,000.00	\$4,000.00
5	Concrete Pedestrian Refuge (County of Fresno)	1	LS	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
6	Traffic Signal Modification (50-50 City-County)	1	LS	\$235,000.00	\$235,000.00	\$117,500.00	\$117,500.00
7	ITS Vault (4'x7') (City of Fresno)	1	LS	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00
	Thermoplastic Striping	585	LF	\$3.00	\$1,755.00	\$877.50	\$877.50
8	Storm Water Pollution Control (50-50 City-County)	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
9	Traffic Control - (50-50 City-County)	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
	Subtotal =				\$316,755.00	\$161,877.50	\$154,877.50
	Contingency @ 10% =				\$31,675.50	\$16,187.75	\$15,487.75
	Contract Total =				\$348,430.50	\$178,065.25	\$170,365.25
	Construction Engineering and Material Testing @ 15% =				\$47,513.25	\$24,281.63	\$23,231.63
	Construction Total =				\$395,943.75	\$202,346.88	\$193,596.88
	Project Admin. @ 5% =				\$15,837.75	\$7,918.88	\$7,918.88
	Design Engineering & Environmental @ 10% =				\$31,675.50	\$15,837.75	\$15,837.75
	Project Cost Total =				\$443,457.00	\$226,103.50	\$217,353.50

Preliminary Engineer's Estimate for the Proposed Intersection Improvements

Intersection of Barstow and West

The County of Fresno

EXHIBIT A

Item	Description	Quantity	Unit	Unit Price	Project Cost	City Share	County Share
Barstow & West							
Proposed Improvements							
1	Mobilization Maximum of \$10,000 (75-25 City-County)	1	LS	\$10,000.00	\$10,000.00	\$7,500.00	\$2,500.00
2	Clearing & Grubbing (75-25 City-County)	1	LS	\$5,000.00	\$5,000.00	\$3,750.00	\$1,250.00
3	Traffic Signal Demo (75-25 City-County)	4	EA	\$10,000.00	\$40,000.00	\$30,000.00	\$10,000.00
4	Traffic Signal Modification (4-Total, 3-City, 1-County)	1	LS	\$235,000.00	\$235,000.00	\$176,250.00	\$58,750.00
5	Median Modification (City of Fresno)	1	LS	\$4,500.00	\$4,500.00	\$3,375.00	\$1,125.00
6	10' Concrete Sidewalk	30	SF	\$5.00	\$150.00	\$150.00	\$0.00
7	Modified Curb Returns (4-Total, 3-City, 1-County)	4	EA	\$4,000.00	\$16,000.00	\$12,000.00	\$4,000.00
8	Inlet Modification (City of Fresno)	1	LS	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00
9	Thermoplastic Striping (75-25 City-County)	330	LF	\$3.00	\$990.00	\$742.50	\$247.50
10	Storm Water Pollution Control (75-25 City-County)	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$500.00
11	Traffic Control - (75-25 City-County)	1	LS	\$5,000.00	\$5,000.00	\$3,750.00	\$1,250.00
Subtotal =					\$322,140.00	\$242,517.50	\$79,622.50
Contingency @ 10% =					\$32,214.00	\$24,251.75	\$7,962.25
Contract Total =					\$354,354.00	\$266,769.25	\$87,584.75
Construction Engineering and Materials Testing @ 15% =					\$48,321.00	\$36,377.63	\$11,943.38
Construction Total =					\$402,675.00	\$303,146.88	\$99,528.13
Project Admin. @ 5% =					\$16,107.00	\$12,080.25	\$4,026.75
Design Engineering & Environmental @10% =					\$32,214.00	\$24,160.50	\$8,053.50
Civil Improvements Total =					\$450,996.00	\$339,387.63	\$111,608.38