

AGENDA ITEM NO. 1L

COUNCIL MEETING 09/16/08

APPROVED BY



DEPARTMENT DIRECTOR

CITY MANAGER



September 5, 2008

FROM: PATRICK WIEMILLER, Director
Public Works Department 

BY: EFREN BANUELOS, Assistant Director
Public Works Department  

Presented to City Council

Date: 9/16/08

Disposition: rec'd approved

SUBJECT: APPROVE AN AGREEMENT WITH FRESNO METROPOLITAN FLOOD CONTROL DISTRICT FOR REIMBURSEMENT AND CONSTRUCTION OF A MASTER PLANNED STORM DRAIN FACILITY ON CLOVIS AVENUE (COUNCIL DISTRICT NOS. 4 AND 5) (DEPARTMENT OF PUBLIC WORKS)

KEY RESULT AREA

Financial Management/Customer Satisfaction/Employee Satisfaction, KRA Code 0101001000

RECOMMENDATIONS

1. Approve an Agreement with Fresno Metropolitan Flood Control District for construction of master planned storm drain facilities and reimbursement of such facilities; and
2. Authorize the Public Works Director or his designee to sign the Agreement on behalf of the City.

EXECUTIVE SUMMARY

The City of Fresno (City) has been approached by the Fresno Metropolitan Flood Control District (FMFCD) to install a master planned storm drain sewer (Facility) as part of the Clovis Avenue construction project. For the City to construct the Facility on behalf of FMFCD, the City needs to have a reimbursement agreement in place to cover City's cost. The reimbursement agreement between the City and FMFCD is in the amount of \$60,494. This will reimburse the City both administrative and actual construction costs. Staff recommends that Council approve a reimbursement agreement and authorize the Public Works Director or his designee to sign the Agreement on behalf of the City. Funding for this project was included in the FY08 budget. A grant through the Federal Regional Surface Transportation Program (RSTP) is providing 88.53% of the funding for the road widening project.

KEY OBJECTIVE BALANCE

Award of the construction contract best balances the Key Objectives of Customer Satisfaction, Financial Management and Employee Satisfaction. The project will contribute to customer satisfaction by improving roadway surface drainage during storm events and enhanced safety associated with the road widening project. Financial Management objectives are achieved by reimbursement to the City for constructed master planned storm facilities. Employee Satisfaction will be derived fewer complaints regarding separate construction periods for road widening and storm drain construction.

The project is located within the boundaries of City Council Districts 4 and 5.

BACKGROUND

The original scope of the project is to widen Clovis Avenue from four to a six-lane divided street with median island modifications, concrete and asphalt improvements, traffic signal improvements, and widen the Mill Ditch Canal bridge located just south of McKinley Avenue.

During the bidding phase of this project the City of Fresno was approached by FMFCD to possibly construct their master planned storm drainage facility as a part of our project. The storm drain facility was not included in our original construction plans for Clovis Avenue widening project because it was not identified by FMFCD for construction. FMFCD felt that if the City installed the storm drain as part of our project, it would alleviate possible drainage problems on Belmont and Clovis Avenue. Also because part of our project was already scheduled to conduct construction activities at night, if we construct the storm drain on behalf of FMFCD it would lesson the traffic impact through the project site. In order not to delay bid opening and the construction schedule, staff and FMFCD agreed that it would be prudent for the City to construct the storm drain and a reimbursement agreement would be prepared and executed based on actual cost. The Clovis Avenue improvement project commenced in March 2008 and the Facility was constructed as one of the first orders of work. The reimbursement agreement was recently agreed and executed by FMFCD once actual cost was provided by the contractor.

The reimbursement agreement (attached) has been approved as to form by the City Attorney's Office and signed by FMFCD. The agreement reimburses the City in the amount of \$60,494.00 for the actual cost of the Facility including project administration.

The Facility is to be owned and operated by FMFCD upon completion of the work and execution of the agreement.

FISCAL IMPACT OF RECOMMENDATION

Funding for this project was included in the FY08 budget. A grant through the Federal Regional Surface Transportation Program (RSTP) provided 88.53% of the funding for the project. There will be no impact to the General Fund.

Attachments: Exhibit "A" – Interagency Agreement

**AGREEMENT FOR DESIGN AND CONSTRUCTION
OF MASTER PLAN FACILITIES BY CITY OF FRESNO**

WHEREAS, the FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, (the "District"), has adopted and bears responsibility for implementation of its Storm Drainage and Flood Control Master Plan (the "Master Plan"); and,

WHEREAS, the City of Fresno, (the "City"), proposes to widen southbound Clovis Avenue south of Olive Avenue (the "Project"); and,

WHEREAS, the District desires to have the City include within the Project, the construction of certain Master Plan Facilities as shown on Exhibit No. 1 hereto (the "Master Plan Facilities"); and

WHEREAS, the City has included construction of the Master Plan Facilities as a part of the Project pursuant to the within Agreement; and

WHEREAS, the District desires to reimburse the City that portion of the City's cost to construct the Master Plan Facilities; and,

WHEREAS, upon completion of the Project, the City desires to transfer ownership of the Master Plan Facilities to the District for perpetual operation and maintenance; and,

WHEREAS, the District possesses the legal authority to accept such Master Plan Facilities and operational liability therefor.

NOW, THEREFORE, it is agreed as follows:

1. The City construct the Master Plan Facilities in accordance with (i) the City's and the District's respective Standard Plans and Specifications; (ii) the District's Master Plan for its Drainage Area "W"; (iii) plans and specifications approved by District.
2. Pursuant to the terms hereof, the District shall reimburse the City that portion of the cost of the Master Plan Facilities equivalent to the cost for the construction of the Master Plan Facilities in the total amount of \$60,494. Said equivalent cost are more detailed and identified in Exhibit No. 2 hereto.
3. The District shall have the right to periodically inspect and approve or disapprove the construction of the Master Plan Facilities prior to acceptance thereof by City from its construction contractor. Upon completion of construction by City of the Master Plan Facilities, and within ten (10) calendar days after receipt of the notification of completion, District shall inspect the Master Plan Facilities and (i) accept, in writing, those facilities so constructed which conform in all material respects to the Project Plans, and (ii) notify the City in writing of any portion of the Master Plan Facilities which do not conform to the Project Plans, and the specific respects in which they do not conform. In the event that any of the Master Plan Facilities so constructed do not conform in all material respects to the Project Plans, the City shall cause such nonconformity to be corrected, at no additional cost to the District, prior to the District's acceptance of those Master Plan Facilities. If the nonconformity cannot be corrected within a reasonable time, not less than sixty (60) calendar days, after receipt of such written notice by the District, the District may reject the nonconforming Master Plan Facilities, or may accept them in writing. If the District accepts any such nonconforming Master Plan Facilities, the reimbursement required pursuant to

Paragraph No. 2 hereof shall be adjusted as mutually determined by the District and the City to reflect the reduced value of the accepted nonconforming Master Plan Facilities. Those Master Plan Facilities that do not conform to the Project Plans and are not accepted by the District shall not be subject to any reimbursement.

4. Upon completion and final acceptance of the Master Plan Facilities by the City and the District, ownership of the Master Plan Facilities shall be automatically transferred to the District for perpetual operation and maintenance.

5. The District shall pay the City the amount identified in Paragraph No. 2 hereof within sixty (60) days of receipt of invoice therefor following acceptance of the Master Plan Facilities by the District.

6. All exhibits attached hereto are hereby incorporated into this Agreement as if set forth in full herein.

7. The City shall indemnify and defend the District and hold it, its Board of Directors, officers, employees, agents, and authorized volunteers free and harmless from and against any and all claims, lawsuits, judgments, costs, expenses and attorneys' fees arising from injury to persons, damage to property, economic loss, taking of property or other damages to the extent arising from any actual or alleged negligent or intentional act or omission or willful misconduct by the City or any of its officers, officials, employees, agents, consultants, authorized volunteers or independent contractors in connection with or in any way attributable to the performance of this Agreement as to any event or circumstance relating to the Master Plan Facilities occurring prior to the District's acceptance thereof.

8. The District shall indemnify and defend the City and hold it, its officers, officials, employees, agents, and authorized volunteers free and harmless from and against any and all claims, lawsuits, judgments, costs, expenses and attorneys' fees arising from injury to persons, damage to property, economic loss, taking of property, or other damages to the extent arising from the actual or alleged negligent or intentional act or omission or willful misconduct by the District or any of its Board of Directors, officers, employees, agents, consultants, authorized volunteers or independent contractors in any way attributable to the performance of this Agreement as to any event or circumstance relating to the Master Plan Facilities occurring after the District's acceptance thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 5th day of August, 2008.

CITY OF FRESNO
a California municipal corporation

By: _____
Efren Banuelos, Assistant Director
Department of Public Works

FRESNO METROPOLITAN FLOOD
CONTROL DISTRICT

By: Bob Van Wyk
Bob Van Wyk, General Manager-Secretary
"District"

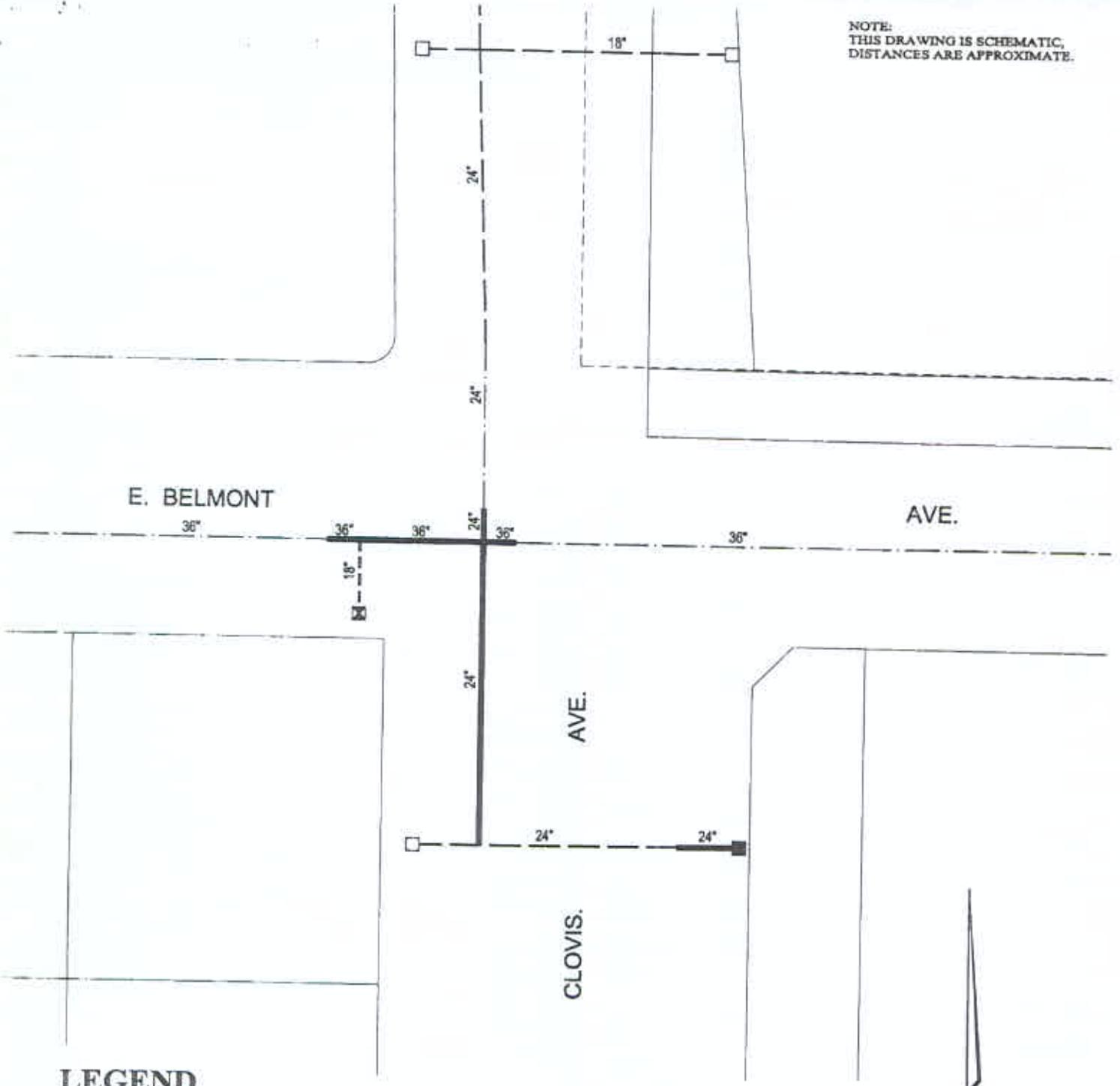
ATTEST:
REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: Laurie Avedisian Date _____
Laurie Avedisian, Deputy
"City"

NOTE:
THIS DRAWING IS SCHEMATIC,
DISTANCES ARE APPROXIMATE.



LEGEND

- Master Plan Facilities To Be Constructed by the City of Fresno Pipeline (Size Shown) & Inlet (Eligible for Immediate Reimbursement)
- Non-master Plan Facilities To Be Constructed by the City of Fresno Pipeline (Size Shown) & Inlet
- Existing Master Plan Facilities
- Future Master Plan Facilities
- Direction Of Drainage
- Inlet Boundary



AGREEMENT
1533(G)-W-24
CONTRACT W-24
DRAINAGE AREA: "W"

EXHIBIT NO. 1

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

**FINAL COST ESTIMATE FOR
MASTER PLAN FACILITIES ELIGIBLE FOR
REIMBURSEMENT TO CITY BY DISTRICT**

Drainage Area "W"

<u>Description</u>	<u>Quantities</u>	<u>Unit Prices</u>	<u>Amount</u>
Worker Protection	Lump Sum	\$ 2,403	\$ 2,403
Traffic Control	Lump Sum	\$ 6,886	\$ 6,886
24" RCP Class III	132 LF	\$ 123	\$16,236
36" RCP Class III	56 LF	\$ 225	\$12,600
Type "A" Case I Manhole	1 LF	\$ 2,607	\$ 2,607
Type "A" Case II Manhole	1 LF	\$ 2,607	\$ 2,607
Type "D" Inlet	1 EA	\$ 3,275	\$ 3,275
Permanent Trench Resurfacing	180 LF	\$ 60	\$10,800
Mobilization	Lump Sum	\$ 2,000	\$ 2,000
Miscellaneous	Lump Sum	\$ 1,000	\$ 1,000
		Sub Total	\$60,414
		Project Administration	\$ 80
		Total	\$60,494

Exhibit No. 2

1L
9/16/08

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OF MASTER PLAN FACILITIES BY CITY OF FRESNO**

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a California municipal corporation

By: Efran Banuelos
Efran Banuelos, Assistant Director
Department of Public Works

FRESNO METROPOLITAN FLOOD
CONTROL DISTRICT

By: Bob Van Wyk
Bob Van Wyk, General Manager-Secretary
"District"

ATTEST:
REBECCA E. KLISCH
City Clerk

By: Elvira Sommerville
Deputy (9/23/08)

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: Laurie Avedisian Date
Laurie Avedisian, Deputy
"City"

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E. BELMONT

AVE.

AVE.

CLOVIS.

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		Sub Total	\$60,414
		Project Administration	\$ 80
		Total	\$60,494

Exhibit No. 2

September 17, 2008

RECEIVED

Council Adoption: 9/16/08
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR ALAN AUTRY

SEP 19 PM 1:28

FROM: REBECCA E. KLISCH, CMC
City Clerk

CITY CLERK, FRESNO CA

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 9/16/08, Council took legislative action entitled **Appv agrmnt w/ FMFCD, reimbursement/const of master planned storm drain facility on Clovis Ave, Item No. 1L**, by the following vote:

Ayes	:	Calhoun, Caprioglio, Dages, Duncan, Perea, Sterling, Xiong
Noes	:	None
Absent	:	None
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before September 29, 2008. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)


Alan Autry, Mayor

Date: 9/18/08

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes	:	
Noes	:	
Absent	:	
Abstain	:	