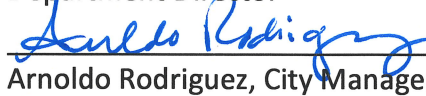


## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_

Department Director

  
\_\_\_\_\_

Arnoldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: B-6

**SUBJECT:** Consideration of a Resolution Approving an Agreement with Peters Engineering Group in the Amount of \$10,176 for Professional Engineering Services and Authorizing Optional Services up to \$1,018 for Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court and Authorizing the Mayor to Execute the Agreement; and

Consideration of a Resolution Approving Funding Amendment Appropriating \$50,000 to the City of Madera Fiscal Year 2018/19 Capital Projects Budget for the Design and Construction of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court, City Project No. TS-30

### RECOMMENDATION:

Staff recommends that the City Council (Council) take the following actions:

1. Adopt a Resolution approving an Agreement with Peters Engineering Group (PEG) for the Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court ("Project") and authorizing the Mayor to execute the Agreement.
2. Adopt a Resolution authorizing a funding amendment and appropriating \$50,000 to Fiscal Year 2018/19 Capital Projects Budget for the Design and Construction of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court, City Project No. TS-30.

### SUMMARY:

The Agreement with PEG is for design engineering services for the Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court. Funding for the project comes from the City's Local Transportation Fund (LTF). The total amount of the Agreement is \$10,176 and Optional Services up to \$1,018, for the design and preparation of construction drawings.

## DISCUSSION:

A roundabout/traffic circle currently exists at the Intersection of Caitlan Drive and Isla Vista Court. There have been complaints relating to drivers making illegal turns at the intersection as shown in the image below.



Figure 1 – Wrong Way Movements

A traffic study was completed by PEG in September 1, 2017 relating to the intersection and provided improvement recommendations. The traffic study recommended upgrading the intersection with painted splitter islands and directional arrow pavement markings at the approaches entering the roundabout among other improvements. It was further recommended that if the improvements proposed were not successful, then a raised concrete splitter island should be considered. The recommended improvements from the September 1, 2017 report has been installed, however there are still complaints relating to drivers making illegal turns at the intersection. Therefore, the City is proceeding with the design and installation of raised concrete splitter island at the intersection. Given that PEG prepared the original traffic study at the intersection, staff believes that retaining PEG services for the design of the raised concrete splitter island will result in cost savings to the City in comparison to the standard process of distributing a Request for Proposal (RFP) and potentially hiring a new consultant that will need to familiarize themselves with the traffic study completed by PEG. Also, if PEG is not retained, an RFP will need to be prepared and distributed to various consultants. This process would delay the design and installation of the proposed improvements as well result in staff time and cost to prepare an RFP, distribute, review proposals and award the project. Also, Staff has previously received general feedback from consultants that relatively small scope of work projects are not

always worth the required effort to prepare a competitive proposal. Staff has seen this result on smaller projects wherein limited or no proposals are received.

The general scope of work for the project consists of the design and preparation of construction drawing for raised splitter islands at the intersection of Caitlan Drive and Isla Vista Court. A map is attached. The work will begin immediately upon approval of this agreement.

**FINANCIAL IMPACT:**

There is no fiscal impact to the City's General Fund. Funding for the Project was originally proposed to be programmed in Fiscal Year (FY) 2019/20 in the Local Transportation Fund (LTF), 42005330 under City Project No. TS-00030.

Exhibit AA to the Resolution appropriates \$50,000 for the cost associated with the design and construction of the raised splitter islands from unprogrammed funds in LTF Account Number 42000530. The anticipated cost for the design phase is \$11,200 plus staff time cost to review plans, prepare specification and advertise the project for construction. The construction phase of the project is estimated to range between \$25,000 to \$35,000. Any remaining balance after the completion of this project will be used to provide miscellaneous traffic safety improvements, such as installation of minor striping, markers, signs, etc.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Action 101.6 - This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan.

**ALTERNATIVES:**

- 1) The alternative to the requested action is to proceed with distributing request for proposals to various consultant, review proposals, and select a consultant, thereby delaying the project. The need for the project is discussed in this Staff Report and the impacts to delaying the project are increased risk due to continued exposure.
  
- 2) Determine to postpone the project.

**ATTACHMENTS:**

1. Council Resolutions
2. Location Map
3. Agreement

**ATTACHMENT 1**

RESOLUTION NO. 19-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH PETERS ENGINEERING GROUP IN THE AMOUNT OF \$10,176 FOR PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING OPTIONAL SERVICES UP TO \$1,018 FOR INSTALLATION OF SPLITTER ISLANDS AT THE INTERSECTION OF CAITLAN DRIVE AND ISLA VISTA COURT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**WHEREAS**, funding for design engineering of the installation of splitter islands at the intersection of Caitlan Drive and Isla Vista Court ("Project") has been included in the proposed 2019/20 Budget and 2019/20 Capital Improvement Program; and

**WHEREAS**, engineering services by a professional firm is required for the design engineering of the Project; and

**WHEREAS**, Peters Engineering Group was selected based on their experience and knowledge of the proposed project; and

**WHEREAS**, Peters Engineering Group has the professional skills to perform the necessary services and City desires to retain Peters Engineering Group.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The Agreement with Peters Engineering Group for Professional Engineering Services in an amount not to exceed \$10,176, plus \$1,018 for Extra Services as approved by the City Engineer for the Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court, a copy of which is on file with the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately.

\* \* \* \* \*

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENTS AND APPROPRIATING \$50,000 TO THE CITY OF MADERA FISCAL YEAR 2018/19 CAPITAL PROJECTS BUDGET FOR THE FOR THE DESIGN AND CONSTRUCTION OF SPLITTER ISLANDS AT THE INTERSECTION OF CAITLAN DRIVE AND ISLA VISTA COURT, CITY PROJECT NO. TS-30**

**WHEREAS**, Project comprising of the Installation Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court, City Project No. TS-30, hereinafter called "the Project", is included in the proposed Fiscal Year (FY) 2019/20 Budget for Capital Projects; and

**WHEREAS**, Funds are necessary for the design phase of the Project in the FY 18/19 Capital Projects Budget; and

**WHEREAS**, Funds are available in the unprogrammed fund balance of the Local Transportation Fund Org. No. 42005330.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA** hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The FY 2018/19 Capital Projects Budget is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately.

\* \* \* \* \*

EXHIBIT AA

CITY OF MADERA

Resolution 19 -

Installation of Splitter Islands at the Intersection Caitlan Drive and Isla Vista Court  
City Project No. TS-30

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	ALREADY APPROPRIATED AS PART OF CONSTRUCTION APPROVAL	
				(+)	(-)
<b><u>Local Transportation Funds (42005330)</u></b>					
4200	7050	TS-00030	Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court	50,000.00	
4200	3210		Unappropriated Fund Balance		50,000.00
				<u>50,000.00</u>	<u>50,000.00</u>

**ATTACHMENT 2**



# MAP



**PROPOSED RAISED  
MEDIAN ISLANDS**

**CAITLAN DRIVE**

**ISLA VISTA COURT**

**PROPOSED RAISED  
MEDIAN ISLANDS**



**ATTACHMENT 3**

**AGREEMENT WITH PETERS ENGINEERING GROUP FOR  
PROFESSIONAL ENGINEERING SERVICES FOR INSTALLATION OF  
SPLITTER ISLANDS AT THE INTERSECTION OF CAITLAN DRIVE AND  
ISLA VISTA COURT**

This Agreement made and entered into this 15<sup>th</sup> day of May, 2019, between the City of Madera, a municipal corporation of the State of California, hereinafter called “**CITY**”, and Peters Engineering Group, located in Fresno, CA, hereinafter called “**CONSULTANT**”.

**WITNESSETH**

**WHEREAS**, CITY plans to install splitter islands at the intersection of Caitlan Drive and Isla Vista Court, hereinafter called “Project”; and

**WHEREAS**, CITY needs the services of a professional engineering firm to provide professional engineering services for the Project; and

**WHEREAS**, CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with the design and construction of water main facilities; and

**WHEREAS**, CITY desires to hire CONSULTANT for such professional engineering design services.

**NOW THEREFORE:**

The parties hereto mutually agree as follows:

**1. SERVICES OF CONSULTANT:**

CITY hereby hires CONSULTANT to provide professional engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

**2. SCOPE OF WORK:**

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, “Proposal”, attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with

applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

### **3. PROGRESS MEETINGS:**

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Proposal, EXHIBIT A.

### **4. CITY'S OBLIGATIONS**

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

### **5. COMPENSATION**

The basic fee for the work tasks itemized in EXHIBIT C, "Proposal" is \$10,176.

CITY and CONSULTANT agree on the rates shown in EXHIBIT B, "Hourly Rate Schedule", and agree that they will remain in effect until the date of expiration of agreement indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT C.

### **6. PAYMENT:**

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice

attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

**7. EXTRA SERVICES:**

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Proposal or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of one thousand eighteen dollars (\$1,018).

**8. AUDITS AND INSPECTIONS ACCESS:**

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

**9. LIABILITY INSURANCE:**

Without limiting CONSULTANT'S indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the CITY.

***Minimum Scope and Limits of Insurance***

CONSULTANT shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. CONSULTANT shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONSULTANT'S proposal.

### ***Maintenance of Coverage***

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

### ***Proof of Insurance***

CONSULTANT shall provide to the CITY certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CITY prior to commencement of performance. Current evidence of insurance shall be kept on file with the CITY at all times during the term of this Agreement. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

### ***Acceptable Insurers***

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

### ***Waiver of Subrogation***

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CONSULTANT, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against the CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

***Enforcement of Contract Provisions (non-estoppel)***

CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CITY, nor does it waive any rights hereunder.

***Specifications not Limiting***

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CONSULTANT maintains higher limits than the minimums required above, the CITY shall be entitled to coverage at the higher limits maintained by CONSULTANT.

***Notice of Cancellation***

CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to the CITY with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

***Self-insured Retentions***

Any self-insured retentions must be declared to and approved by the CITY. The CITY reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the CITY'S Risk Manager.



### ***Timely Notice of Claims***

CONSULTANT shall give the CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT'S performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

### ***Additional Insurance***

CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

### **10. OWNERSHIP OF DOCUMENTS:**

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

## **11. TIME OF COMPLETION:**

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT A, Schedule:

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31<sup>st</sup>, 2020, unless extended by mutual agreement.

## **12. TERMINATION OF AGREEMENT:**

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

**13. APPROVAL:**

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

**14. HOLD HARMLESS:**

***Indemnity for Professional Liability:*** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

***Indemnity for Other Than Professional Liability:*** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant

**15. RESPONSIBILITY FOR OTHERS:**

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**16. PROFESSIONAL RESPONSIBILITY:**

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

**17. PARTIES BOUND BY AGREEMENT:**

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

**18. COMPLETE AGREEMENT OF PARTIES:**

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

**19. ASSIGNMENT WITH APPROVAL:**

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

**20. INDEPENDENT CONTRACTOR:**

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

**21. GOVERNING LAW:**

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**22. AMENDMENTS:**

Any changes to this Agreement requested either by CITY or CONSULTANT may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

**23. COMPLIANCE WITH LAWS AND WAGE RATES:**

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**24. CONSULTANT 'S LEGAL AUTHORITY:**

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such

corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

**25. NOTICES:**

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

**CITY OF MADERA**

Engineering Division  
205 W. 4th Street  
Madera, CA 93637

**CONSULTANT**

Peters Engineering Group  
952 Pollasky Avenue  
Clovis, CA 93612

**26. SOLE AGREEMENT:**

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

\* \* \* \* \*

**CITY OF MADERA**

**CONSULTING FIRM**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
David Peters  
President

\_\_\_\_\_  
86-1065316  
Taxpayer I.D. Number

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



# **ATTACHMENTS**

**EXHIBIT A  
SCOPE OF SERVICES**

**EXHIBIT B  
SCHEDULE OF FEES AND CHARGES**

**EXHIBIT C  
FEE PROPOSAL**



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**PETERS ENGINEERING GROUP**  
A CALIFORNIA CORPORATION

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Mr. Keith Helmuth, P.E.  
City Engineer  
City of Madera  
205 West Fourth Street  
Madera, California 93637

April 15, 2019

Subject: Proposal for Civil Engineering Services  
Preparation of Improvement Plans for Splitter Islands for Traffic Circle at  
Intersection of Caitlan Drive and Isla Vista Court  
Madera, California

Dear Mr. Helmuth:

Please find enclosed our proposed scope of services and fee for the subject project. Our understanding of the City's requirements for this improvement plan set is based on my email and phone conversation with you. To authorize us to prepare the Improvement Plans for Splitter Islands, please provide the applicable written authorization.

Thank you for the opportunity to provide you with this proposal. Please feel free to call me if you have any questions.

**PETERS ENGINEERING GROUP**

Will Washburn, RCE 60322

Attachment: Exhibit "A" - Scope of Services  
Exhibit "B" - Rate Schedule  
Exhibit "C" - Fee Proposal

## **Exhibit “A”**

### **SCOPE OF SERVICES**

#### **Preparation of Improvement Plans for Splitter Islands Intersection of Caitlan Drive and Isla Vista Court Madera, California**

##### **INTRODUCTION**

Peters Engineering Group (Consultant) will provide the City of Madera (Client) with engineering services for the subject project as described herein. Consultant’s services will result in the preparation of improvement plans with a preliminary opinion of probable construction cost for construction of splitter islands at the intersection of Caitlan Drive and Isla Vista Court.

##### **INTERSECTION DESCRIPTION**

The intersection of Caitlan Drive and Isla Vista Court is a four-legged traffic circle in a residential neighborhood, although the west leg of the intersection is stubbed for future extension and does not provide access to any driveways or other streets.

City staff have heard complaints related to the speed of vehicles traveling through the intersection and potential wrong-way movements within the traffic circle.

##### **WORK TASKS**

The Consultant will provide the following work tasks:

###### **Task 101 Prepare Improvement Plan Set for Splitter Island Construction**

Consultant will prepare a two-three sheet set of improvement plans, including a cover sheet, plan view (20 Scale) and applicable details. Details for splitter island construction will be based on City of Madera and Caltrans Standard Specifications. No project special provisions will be prepared. City of Madera Staff will prepare project contract documents and project related specifications based on plans provided by Consultant

Consultant will trace existing street alignments and traffic circle using a scaled aerial photograph. Relative elevations will be used where needed. Plans will be sent to the City of Madera via email pdf for review. Comments on the plans are expected to be minimal. Once comments are addressed and reviewed by City Engineer, a full size set of signed plans will be delivered to the City for bidding purposes.

###### **Task 102 Preliminary Opinion of Probable Construction Cost**

Consultant will prepare a preliminary opinion of probable construction costs. This document will include a listing of construction bid items, the anticipated quantities, and an estimated unit cost. The document will be prepared using Microsoft Excel and will be sent to the Client via email for their review and approval.

## **Exhibit "A"**

### **CITY'S DUTIES AND RESPONSIBILITIES**

The City shall:

- Provide for Topographic and Boundary survey, as needed.
- Provide for Geotechnical Engineering Services, as needed.
- Provide all criteria and full information concerning City's requirements for the project.
- Apply for and obtain all approvals and permits from all government agencies having jurisdiction over the project, and such approvals from other entities as may be necessary for the project, with the assistance from the Consultant or as additionally authorized. City shall pay all fees and charges associated with securing permits and approvals not previously described.
- Give prompt notice to Consultant whenever City observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.
- At the City's discretion, authorize and direct the Consultant to provide necessary Additional Services.

### **ADDITIONAL SERVICES**

The City may, at its sole discretion, request that the Consultant perform Additional Services. Both parties, prior to proceeding with these services, shall execute a written amendment to the agreement. Changes in the project base mapping and geometrics aft completion of the first submittal improvement plans may require additional services.

### **RIGHT TO RELY**

Consistent with the professional standard of car, Consult ant shall be entitled to rely upon the accuracy of data and information provided by the City or others without independent review or evaluation unless specifically required in the Scope of Services.

### **COMPENSATION**

Consultant's fee for the services described herein shall be billed on a lump sum percent complete basis in accordance with the attached rate schedules and will not exceed \$10,176.00 without prior written authorization by the City.

### **SCHEDULE**

The improvement plans and preliminary opinion of probable construction cost will be prepared and ready for review within approximately two weeks of receipt of written authorization to proceed.



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**PETERS ENGINEERING GROUP**  
A CALIFORNIA CORPORATION

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**EXHIBIT "B"**

**HOURLY RATE SCHEDULE**  
(Effective 1/1/19 to 12/31/19)

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$180/hr
Senior Civil Engineer	\$165/hr
Civil Engineer	\$130/hr
Land Surveyor	\$120/hr
Staff Engineer	\$115/hr
Draftsperson/Technician/Inspector	\$90/hr
Clerical	\$68/hr
Robotic Total Station	\$35/hr
Litigation Support	\$350/hr

**REIMBURSABLES SCHEDULE**  
(Effective 1/1/19 to 12/31/19)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	\$0.64/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.

**Exhibit "C"**  
**Isla Vista and Caitlan Splitter Island Improvement Plans**  
**Engineering Fee Proposal**

Task	Description	Person-Hours				Other Direct Costs	Total
		Principal Engineer @ \$180 /hr	Senior Civil Engineer @ \$165 /hr	Staff Engineer @ \$115 /hr	Clerical @ \$68 /hr		
<b>100</b>	<b>CONSTRUCTION DRAWINGS</b>						
101a	Prepare Basemap from Google Earth Aerial		1	6	1	\$50	\$973
101b	Prepare Cover Sheet		1	4		\$50	\$675
101c	Prepare Plan View/Detail Sheet		6	24		\$100	\$3,850
101d	Revisions from comments and final plan	1	8	12		\$150	\$3,030
102	Prepare Construction Cost Estimate	1	4	6	1	\$50	\$1,648
<b>Total Task 100 Hours</b>		<b>2</b>	<b>20</b>	<b>52</b>	<b>2</b>	<b>Total =</b>	<b>\$10,176</b>
<b>200</b>	<b>SUPPLEMENTAL SERVICES*</b>						
201	Bidding Coordination and Support*		8	8	8		\$2,784
202	Construction Support*	2	8	8		\$500	\$3,100
<b>Total Hours</b>		<b>2</b>	<b>16</b>	<b>16</b>	<b>8</b>	<b>Total =</b>	<b>\$5,884</b>

**\* Preliminary fee estimates. Actual fee to be negotiated if supplemental service is requested**