

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: July 15, 2020

Agenda Number: B-7

SUBJECT:

Amendment No. 6 to Agreement with Lars Andersen & Associates, Inc. for Engineering Services Relating to Construction of the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad Project

RECOMMENDATION:

Adopt a Resolution Approving Amendment No. 6 to the Agreement with Lars Andersen & Associates, Inc, for Engineering Services Relating to Construction of the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad Project.

SUMMARY:

Lars Andersen & Associates, Inc., (Lars Andersen) has submitted an amendment to their contract for additional engineering services recommended by Staff for modifications of the Fresno River Trail Undercrossings at Gateway Drive and UPRR Project (the Project). The additional services are based on conditions that were unknown at the time of design or related to changes in the Fresno River channel due to fluctuating flows over the last ten plus years. Funds are available for the additional costs in the established budgets.

DISCUSSION:

Construction began on the project in February of this year. Most issues and questions arising during construction have been addressed either by staff or Lars Andersen under their current budget for engineering services. However, there are currently two issues that require engineering services outside of the current contract. Staff is requesting additional engineering support to mitigate a conflict between the current trail configuration, including the protective canopy, and the required clearances for the Kinder Morgan pipeline. Second, a portion of the trail falls within the current low water flows west of Gateway Drive. The City is not authorized to perform any

grading operations to modify the channel flows. Staff felt that it would be best to modify the alignment to move the trail further up the bank out the low water flows.

The City entered into an agreement with Lars Andersen in May 2008 to perform engineering services for the Fresno River Trail Undercrossing at Gateway Drive and UPRR Project, hereinafter called "Project". Subsequent Amendment Nos. 1 – 5 were processed to gain various agency approvals and constructability modifications prior to advertising the project for bidding.

Lars Andersen has submitted a proposed Amendment No. 6 to their contract for additional engineering services to address the issues noted above. The proposal and fee for services is acceptable and within funds currently programmed for these projects.

FINANCIAL IMPACT:

The cost for the requested additional engineering services is \$7,970 and will be funded from funds in the Capital Project Account for PK-00008.

There will be no impact to the City's General Fund by approving this amendment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 121: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

Strategy 132: Neighborhood Connectivity: Connect Madera's neighborhoods through streets, trails and walkways that promote community interaction.

Strategy 401: Walkable Community: Develop and promote Madera as a walkable community with an emphasis on improving the quality of the natural resources.

ALTERNATIVES:

Should Council not approve Amendment No. 6, the City would need to explore alternate means to address the issues mentioned above halting progress on the project and potentially incurring delay costs.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1
2. Location Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AMENDMENT NO. 6 TO THE
AGREEMENT WITH LARS ANDERSEN & ASSOCIATES, INC. FOR
ENGINEERING SERVICES RELATING TO THE CONSTRUCTION OF HE
FRESNO RIVER TRAIL UNDERCROSSINGS AT GATEWAY DRIVE AND
UNION PACIFIC RAILROAD**

WHEREAS, the City of Madera entered into an agreement with Lars Andersen & Associates, Inc. (Lars Andersen) on May 7, 2008 for professional engineering services related to the preparation of contract documents for construction of the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad; and

WHEREAS, Lars Andersen has submitted Amendment No. 6 in response to the City's request to adjust the scope of the project as described therein; and

WHEREAS, adequate funds are available in the project budget for these additional costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all the information presented including the report to the Council from the Engineering Department.
3. Amendment No. 6 to the Agreement for Engineering Services relating to the Construction of the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad in an amount not to exceed \$7,970, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
4. The Mayor is authorized to execute the Amendment as approved.
5. This Resolution is effective immediately upon adoption.

EXHIBIT 1

Amendment No. 6

**AMENDMENT NO. 6 TO AGREEMENT WITH LARS ANDERSEN & ASSOCIATES,
INC FOR ENGINEERING SERVICES RELATING TO THE CONSTRUCTION OF THE
FRESNO RIVER TRAIL UNDERCROSSINGS AT GATEWAY DRIVE AND UNION
PACIFIC RAILROAD**

This Amendment No. 6 to the Agreement for Engineering Services for the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad (UPRR) Project (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and Lars Andersen & Associates, Inc. (hereinafter called "ENGINEER") is entered into this 15th day of July, 2020.

WHEREAS, CITY has a project to construct the Fresno River Trail Undercrossings at Gateway Drive and UPRR, hereinafter called "Project"; and

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 7, 2008 for professional engineering services to design such street improvements and have entered Amendment No. 1 to Amendment No. 5 to said Agreement; and

WHEREAS, CITY has requested changes to the scope of work for the design of the Project resulting from field conditions during construction; and

WHEREAS, Amendment No. 6 to Agreement is necessary to revise the Scope of Work, Term, and Compensation for the additional engineering services.

A G R E E M E N T

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and ENGINEER agree that the Agreement for Professional Engineering Services for the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad dated May 7, 2008 between CITY and ENGINEER shall be amended as follows:

Item No. 1: Section II of the Agreement shall be amended by adding the following:

II. STATEMENT OF WORK:

ENGINEER shall provide the professional services set forth in Letter from ENGINEER to CITY dated July 1, 2020, and attached as EXHIBIT A to this Amendment No. 6 and incorporated by reference. Attached for convenience is EXHIBIT B including Civil

Addendum No. 1 and Amendment Nos. 2, 3, 4, and 5 attached hereto and incorporated herein by reference. ENGINEER accepts full responsibility for the scope of services provided by subconsultants necessary for delivery of the project. ENGINEER shall comply with all City of Madera design standards and requirements.

Item No. 2: Section III of the Agreement shall be amended by adding the following:

III. TERM

The term of the AGREEMENT is hereby extended until December 30, 2020 unless extended in writing by mutual agreement.

Item No. 3: Section VI of the Agreement shall be amended by adding the following:

VI. CONTRACT COSTS AND REIMBURSEMENTS

The basic fee based on the Scope of Work and Cost, EXHIBIT A, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is \$7,970 Dollars and no cents. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services, including travel expenses, are included in the basic fee.

Item No. 4. Except as set forth in this Amendment No. 6, all other terms and condition in the Agreement, as amended, shall remain in full force and effect.

In witness hereof, CITY and ENGINEER have executed this Amendment No. 5 to the Agreement on the date first written above.

CITY OF MADERA

LARS ANDERSEN & ASSOCIATES, Inc.

By: _____

By: *Scott A. Mommer* _____

Andrew J. Medellin, Mayor

Scott Mommer, President

APPROVED AS TO LEGAL FORM

By: _____

Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____

Alicia Gonzales, City Clerk



LARS ANDERSEN & ASSOCIATES, INC.

CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS

CASP • LEED ACCREDITED • QSD / QSP

4694 W JACQUELYN AVENUE

FRESNO, CA 93722

PH (559) 276-2790 FX (559) 276-0850

SCOTT A. MOMMER, P.E., QSD

PRESIDENT

DANIEL J. ZOLDAK, P.E., P.L.S. LEED AP, CASp,

QSD

VICE PRESIDENT

Wednesday, July 1, 2020

City of Madera
205 W. 4th Street
Madera, CA 93637
Phone: (559) 661-5418

Re: Changes to Original Design Madera Trail in Madera, California- Amendment No. 6

To whom it may concern,

The firm of Lars Andersen & Associates, Inc. appreciates this opportunity to provide our proposal for Civil Engineering Services related for the proposed Trail Project in Madera, California.

This Amendment No. 6 proposal outlines our understanding of the proposed project and describes the various tasks associated with the Scope of Services for the Project. The cost for each task is based on a lump sum, in which the amount will not be exceeded without written approval by City of Madera.

EXHIBIT 'A'

TASK 1: Update and Insert Provided Survey by others:

Lars Andersen & Associates, Inc. will update and insert provided site survey from roughly Stations 12+00.00 to 13+66.00 for redesign. Field topographic survey task will be completed by others, Lars Andersen & Associates, Inc. will be provided the updated topo shots.

TOTAL: \$520.00

TASK 2: Updated Civil Plans:

Lars Andersen will update civil design plans and shift trail alignment to closer to riverbank from roughly Stations 12+00.00 to 13+66.00. The following sheets will be updated with new trail alignment direction.

1. Cross-Section and Details (Sheet 3)
2. Fresno River Bike Trail [STA. 11+50.00 to STA. 16+00.00]
3. Temporary Erosion Control Plan

TOTAL: \$3,250.00

TASK 3: Site Visit:

Lars Andersen & Associates, Inc. will provide site visit to evaluate solution and RFI's responses as required. This is will include one (1) site visit.

TOTAL: \$250.00

TASK 4: Updated Civil Plans:

Lars Andersen will update civil design plans and update trail alignment for existing Kinder Morgan gas line from roughly Stations 10+00.00 to 11+00.00. The following sheets will be updated with new trail alignment direction. Please note this does not include revised structural calcs for canopy if canopy changes from original approved.

1. Cross-Section and Details (Sheet 3)
2. Fresno River Bike Trail [STA. 8+00.00 to STA. 11+50.00]

TOTAL: \$3,750.00

REIMBURSABLE EXPENSES

For all tasks, direct reimbursable expenses such as express mail, out-of-town mileage, reproduction of project drawings and other direct expenses shall be billed at 1.10 times the actual cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles and postage.

T&M - NTE Fee: \$200.00

GRAND TOTAL: \$7,970.00

NOT INCLUDED

- Elevation Building Plan
- Environmental health
- Storm water quality / C3
- As-Builts by Contractor
- ALTA
- N.O.T. by Contractor
- Elevations
- Floor Plans
- Occupant Load Certification
- Green Building Program (if required)
- Geotechnical Report/Review
- Site visit
- Mechanical Design
- Plumbing Design
- Any joint trench design
- Security System design
- Atrium design
- Smoke Evacuation System design
- Fire alarm design
- Sprinkler system design
- Interior lighting design
- LEED Commissioning process
- CALCTP-AT Commissioning process

- Permit submittal process to city
- Telephone system design
- Gas system design
- Communication system design
- Fiber-optic communication system design
- Kitchen equipment layout and design
- Kitchen exhaust system
- Acoustical engineering
- High voltage (over 600V) distribution
- Emergency power design & generator requirement
- Clean power requirement and EMF specifications
- DI water, compressed air distribution, any power supply other than 60Hz
- All work associated with hazardous materials handling and abatement
- Generate separate construction document packages for individual submittals
- Additional meetings as required by architects or owner
- Potholing
- Title Report
- Application, Permit and Impact fees
- Construction Staking/PAD Certification
- Fire Pump/Sewer or Storm Lift Station Design
- Traffic or other studies such as air, noise, etc.
- Soils/Compaction testing/infiltration testing

CLOSING

Lars Andersen & Associates, Inc. appreciates being considered for this work. We are confident in our ability to provide timely and cost-efficient services on a consistent basis.

Should you have any questions or concerns, please feel free to contact me at (559) 276-2790, ext. 116 or via email at dramirez@larsandersen.com.

Sincerely,
LARS ANDERSEN & ASSOCIATES, INC.

Dario Ramirez, Project Engineer

cc: Accounting Department – Lars Andersen & Associates, Inc.

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**AMENDMENT NO. 5 TO AGREEMENT WITH LARS ANDERSEN & ASSOCIATES,
INC FOR ENGINEERING SERVICES RELATING TO THE CONSTRUCTION OF THE
FRESNO RIVER TRAIL UNDERCROSSINGS AT GATEWAY DRIVE AND UNION
PACIFIC RAILROAD**

This Amendment No. 5 to the Agreement for Engineering Services for the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad (UPRR) Project (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and Lars Andersen & Associates, Inc. (hereinafter called "ENGINEER") is entered into this 15th day of May, 2019.

WITNESSETH

WHEREAS, CITY has a project to construct the Fresno River Trail Undercrossings at Gateway Drive and UPRR, hereinafter called "Project"; and

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 7, 2008 for professional engineering services to design such street improvements; and

WHEREAS, CITY has requested changes to the scope of work for the design of the Project; and

WHEREAS, Amendment No. 5 to Agreement is necessary to revise the Scope of Work and Compensation for the additional engineering services.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and ENGINEER agree that the Agreement for Professional Engineering Services for the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad dated May 7, 2008 between CITY and ENGINEER shall be amended as follows:

Item No. 1: Section II of the Agreement shall be amended by adding the following:

II. STATEMENT OF WORK:

ENGINEER shall provide the professional services set forth in EXHIBIT A including Civil Addendum No. 1 and Amendment Nos. 2, 3, 4, and 5, attached hereto and incorporated

herein by reference. ENGINEER accepts full responsibility for the scope of services provided by subconsultants necessary for delivery of the project. ENGINEER shall comply with all City of Madera design standards and requirements.

Item No. 2: Section III of the Agreement shall be amended by adding the following:

III. TERM

The term of the AGREEMENT is hereby extended until December 30, 2019 unless extended in writing by mutual agreement.

Item No. 3: Section VI of the Agreement shall be amended by adding the following:

VI. CONTRACT COSTS AND REIMBURSEMENTS

The basic fee based on the Scope of Work and Cost, EXHIBIT A, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is \$15,509 Dollars and no cents. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services, including travel expenses, are included in the basic fee.

Item No. 4. Except as set forth in this Amendment No. 5, all other terms and condition in the Agreement shall remain in full force and effect.

In witness hereof, CITY and ENGINEER have executed this Amendment No. 5 to the Agreement on the date first written above.

By: 
Andrew J. Medellin, Mayor

LARS ANDERSEN & ASSOCIATES, Inc.

By: 
Scott Mommer, President

APPROVED AS TO LEGAL FORM

By: 
Interim City Attorney

ATTEST:

By: 
Interim City Clerk





LARS ANDERSEN & ASSOCIATES, INC.

CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS

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4694 W JACQUELYN AVENUE

FRESNO, CA 93722

PH (559) 276-2790 FX (559) 276-0850

SCOTT A. MOMMER, P.E., QSD

PRESIDENT

DANIEL J. ZOLDAK, P.E., P.L.S. LEED AP, CASp,

QSD

VICE PRESIDENT

Wednesday, March 27, 2019

City of Madera
205 W. 4th Street
Madera, CA 93637
Phone: (559) 661-5418

Re: Changes to Original Design Madera Trail in Madera, California- Amendment No. 5

To whom it may concern,

The firm of Lars Andersen & Associates, Inc. appreciates this opportunity to provide our proposal for Civil Engineering Services related for the proposed Trail Project in Madera, California.

This Amendment No. 5 proposal outlines our understanding of the proposed project and describes the various tasks associated with the Scope of Services for the Project. The cost for each task is based on a lump sum, in which the amount will not be exceeded without written approval by City of Madera. **This proposal is not based on being subject to California Prevailing Wage.**

EXHIBIT 'A'

TASK 1: Updated Civil Plans:

Lars Andersen will update civil design plans and remove previously noted retaining wall. Design and incorporate retaining wall along the typical 8' wide concrete bike trail with retaining wall at back of walk. The following sheets will be updated with new retaining wall direction.

1. Construction Standards and Details Sheet
2. Cross-Section and Details (Sheet 3)
3. Cross-Section and Details (Sheet 4)
4. Fresno River Bike Trail [STA. 8+00.00 to STA. 11+50.00]
5. Railroad Crossing Details
6. Details Sheet.

TOTAL: \$5,951.00

TASK 2: Update Structural Canopy Design and Footing update:

Lars Andersen & Associates, Inc. will coordinate and provide an updated structural calculation for retaining wall along the typical 8' wide concrete bike trail with retaining wall at back of walk.

TOTAL: \$6,000.00

TASK 3: Additional Floodplain Summary Report Coordination:

Lars Andersen & Associates, Inc. provided additional coordination services with for Floodplain Summary Report. Location Hydraulic Study documents were updated and coordinated with Central Valley Flood Protection Board (CVFPB) and Corps. Lars Andersen provided as requested additional exhibits and updated Construction Drawings to address CVFPB concerns which surpassed the initial projected scope of work for this. Attended in-person meetings at City of Madera office to coordinate this.

TOTAL: \$3,058.00

REIMBURSABLE EXPENSES

For all tasks, direct reimbursable expenses such as express mail, out-of-town mileage, reproduction of project drawings and other direct expenses shall be billed at 1.10 times the actual cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles and postage.

T&M - NTE Fee: \$500.00

GRAND TOTAL: \$15,509.00

NOT INCLUDED

- Elevation Building Plan
- Environmental health
- Storm water quality / C3
- As-Builts by Contractor
- ALTA
- N.O.T. by Contractor
- Elevations
- Floor Plans
- Occupant Load Certification
- Green Building Program (if required)
- Geotechnical Report/Review
- Site visit
- Mechanical Design
- Plumbing Design
- Any joint trench design
- Security System design
- Atrium design
- Smoke Evacuation System design
- Fire alarm design
- Sprinkler system design
- Interior lighting design
- LEED Commissioning process
- CALCTP-AT Commissioning process
- Permit submittal process to city
- Telephone system design
- Gas system design
- Communication system design
- Fiber-optic communication system design
- Kitchen equipment layout and design

- Kitchen exhaust system
- Acoustical engineering
- High voltage (over 600V) distribution
- Emergency power design & generator requirement
- Clean power requirement and EMF specifications
- DI water, compressed air distribution, any power supply other than 60Hz
- All work associated with hazardous materials handling and abatement
- Generate separate construction document packages for individual submittals
- Additional meetings as required by architects or owner
- Potholing
- Title Report
- Application, Permit and Impact fees
- Construction Staking/PAD Certification
- Fire Pump/Sewer or Storm Lift Station Design
- Traffic or other studies such as air, noise, etc.
- Soils/Compaction testing/infiltration testing

CLOSING

Lars Andersen & Associates, Inc. appreciates being considered for this work. We are confident in our ability to provide timely and cost-efficient services on a consistent basis.

Should you have any questions or concerns, please feel free to contact me at (559) 276-2790, ext. 116 or via email at dramirez@larsandersen.com.

Sincerely,

LARS ANDERSEN & ASSOCIATES, INC.

Dario Ramirez, Project Engineer

cc: Accounting Department – Lars Andersen & Associates, Inc.

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**AMENDMENT NO. 4 TO AGREEMENT WITH LARS ANDERSEN &
ASSOCIATES, INC FOR ENGINEERING SERVICES RELATING TO
THE CONSTRUCTION OF THE FRESNO RIVER TRAIL
UNDERCROSSINGS AT GATEWAY DRIVE AND UNION PACIFIC
RAILROAD**

This Amendment No. 4 to the Agreement for Engineering Services for the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad (UPRR) Project(hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and Lars Andersen & Associates, Inc. (hereinafter called "ENGINEER") is entered into this 20th day of September, 2017.

W I T N E S S E T H

WHEREAS, CITY has included a project to construct the Fresno River Trail Undercrossings at Gateway Drive and UPRR, hereinafter called "Project"; and

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 7, 2008 for professional engineering services to design such street improvements; and

WHEREAS, CITY has requested changes to the scope of work for the design of the Project; and

WHEREAS, Amendment No. 4 to Agreement is necessary to revise the Scope of Work and Compensation for the additional engineering services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

A G R E E M E N T

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and ENGINEER agree that the Agreement for Professional Engineering Services for the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad dated May 7, 2008 between CITY and ENGINEER shall be amended as follows:

Item No. 1: Section II of the Agreement shall be amended to read:

II. STATEMENT OF WORK:

ENGINEER shall provide the professional services set forth in EXHIBIT A including Civil Addendum No. 1 and Amendment Nos. 2, 3, and 4", attached hereto and incorporated herein by reference. ENGINEER accepts full responsibility for the scope of services provided by subconsultants necessary for delivery of the project. ENGINEER shall comply with all City of Madera design standards and requirements.

Item No. 2: Section III of the Agreement shall be amended by adding the following:

III. TERM

The term of the AGREEMENT is hereby extended until June 30, 2018 unless extended in writing by mutual agreement.


Item No. 3: Section VI of the Agreement shall be amended by adding the following:

VI. CONTRACT COSTS AND REIMBURSEMENTS


The basic fee based on the Scope of Work and Cost, EXHIBIT A, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is \$11,300 Dollars and no cents. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services, including travel expenses, are included in the basic fee.

Item No. 4. All other provisions shall remain in full force and effect.


In witness hereof, CITY and ENGINEER have executed this Amendment No. 4 to the Agreement on the date first written above.

By: 
Andrew J. Medellin, Mayor


LARS ANDERSEN & ASSOCIATES, Inc.

By:  9/15/17
Scott Mommer, President

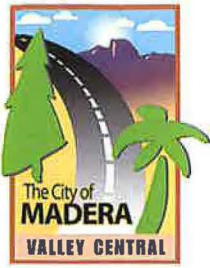
APPROVED AS TO LEGAL FORM

By: 
Brent Richardson, City Attorney

ATTEST:

By: 
Sonia Alvarez, City Clerk





CITY OF MADERA
ENGINEERING DIVISION
205 W. 4TH STREET MADERA, CA 93637
TEL: (559) 661-5418 - **FAX:** (559) 675-6605

EXHIBIT A

Date: September 7, 2017

To: Dan Zoldak, Lars Anderson

From: Ellen Bitter

RE: Request to Amend Contract for Fresno River Trail Undercrossings

We would like to amend your contract to include additional work needed for the project. Please submit a brief scope of work and cost proposal for these additional services.

1. Add a plan sheet for construction of pedestrian pathway along the north side of Central Avenue across the UPRR right-of-way connecting to existing sidewalk on either side. This is included in the ATP grant the City received.
 - a. Attend diagnostic meeting on September 14 with UPRR and PUC. **\$800.00**
 - b. Prepare Exhibits as may be needed for the GO88 (crossing improvement)
\$1,000.00
 - c. Prepare exhibits as may be required for UPRR
\$1,000.00
 - d. Base mapping and topo is available in AutoCAD from Precision Engineering.
\$200.00
 - e. Tie into Existing/proposed improvements along the north side of Central as prepared by City of Madera as part of a CMAQ sidewalk project that is nearly complete (no improvements are on the UPRR right-of-way).
\$2,000.00

Grand Total: \$5,000.00

2. Prepare legal documents for right of way acquisition for the Trail Project not included in original contract or subsequent amendments.
\$1,200.00
3. Prepare a Location Hydraulic Study for review and approval by Caltrans in order to complete the NEPA clearance. Guidance in Caltrans LAPM and Caltrans Hydraulics Website. Please provide an estimated date of delivery on your scope.
\$3,900.00 – Assumes study can be completed with minimal impact and no significant encroachments are determined.
4. Preparation of Floodplain Summary Report following the Location Hydraulic Study.
\$1,200.00

**AMENDMENT NO. 3 TO AGREEMENT WITH LARS ANDERSEN &
ASSOCIATES, INC FOR ENGINEERING SERVICES RELATING TO
THE CONSTRUCTION OF THE FRESNO RIVER TRAIL
UNDERCROSSINGS AT GATEWAY DRIVE AND UNION PACIFIC
RAILROAD**

This Amendment No. 3 to the Agreement for Engineering Services for the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad (UPRR) Project(hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and Lars Andersen & Associates, Inc. (hereinafter called "ENGINEER") is entered into this 6th day of May, 2015.

W I T N E S S E T H

WHEREAS, CITY has included a project to construct the Fresno River Trail Undercrossings at Gateway Drive and UPRR, hereinafter called "Project"; and

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 7, 2008 for professional engineering services to design such street improvements; and

WHEREAS, CITY has requested changes to the scope of work for the design of the Project; and

WHEREAS, Amendment No. 3 to Agreement is necessary to revise the Scope of Work and Compensation for the additional engineering services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

A G R E E M E N T

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and ENGINEER agree that the Agreement for Professional Engineering Services for the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad dated May 7, 2008 between CITY and ENGINEER shall be amended as follows:

Item No. 1: Section II of the Agreement shall be amended to read:

II. STATEMENT OF WORK:

ENGINEER shall provide the professional services set forth in " EXHIBIT A including Civil Addendum No. 1 and Amendment Nos. 2 and 3", attached hereto and incorporated herein by reference. ENGINEER accepts full responsibility for the scope of services provided by subconsultants necessary for delivery of the project. ENGINEER shall comply with all City of Madera design standards and requirements.

Item No. 2: Section III of the Agreement shall be amended by adding the following:

III. TERM

The term of the AGREEMENT is hereby extended until October 31, 2016 unless extended in writing by mutual agreement.

Item No. 3: Section VI of the Agreement shall be amended by adding the following:

VI. CONTRACT COSTS AND REIMBURSEMENTS

The basic fee based on the Scope of Work and Cost, EXHIBIT A, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is \$15,722 Dollars and no cents. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services, including travel expenses, are included in the basic fee.

In witness hereof, CITY and ENGINEER have executed this Amendment No. 3 to the Agreement on the date first written above.

LARS ANDERSEN & ASSOCIATES, Inc.

By: *Robert L. Poythress*
Robert L. Poythress, Mayor

By: *Scott Mommer* 05/10/15
Scott Mommer, President

APPROVED AS TO LEGAL FORM

By: *Brent Richardson*
Brent Richardson, City Attorney

ATTEST:

By: *Sonia Alvarez*
Sonia Alvarez, City Clerk



EXHIBIT “A”

Amendment No. 3

SCOPE OF WORK

**Civil Engineering Services
for the
Bike Trail Under-Crossings at Gateway Drive and UPRR
Madera, California
(Federal Funded)**

Task 1: Lighting

- Lars Andersen will provide plans for additional lighting outside the high-water mark at top of bank. Lars Andersen will review with the City for possibility of locating the light. Lars Andersen will provide 60 percent set, 100 percent set and construction coordination as required. The power source for the light is anticipated to be existing street light along Sharon Street.

Task 2: Additional Fencing along UPRR

- Lars Andersen will provide plans for additional fencing along UPRR. Lars Andersen will add fencing to the existing plan along UPRR right of way between trestle and Gateway. Lars Andersen will provide coordination sets for UPRR, 90 percent, 100 percent and construction coordination as required.

Task 3: Additional signage as determined to prevent pedestrian trespassing of UPRR Facilities

- Lars Andersen will provide plans for additional signage and striping to the existing plan set. Lars Andersen will add signage and striping to the existing plan as required by UPRR and the City to prevent pedestrian trespassing. Lars Andersen will provide coordination sets for UPRR, 90 percent, 100 percent and construction coordination as required.

Task 4: Structural for removable pedestrian structure

- Lars Andersen will provide plans for removable pedestrian structure and add to the existing plan set. Lars Andersen will add required detailing for removable pedestrian structure to the existing plan as required by UPRR and the City.. Lars Andersen will provide coordination sets for UPRR, 90 percent, 100 percent and construction coordination as required.

Task 5: Additional coordination and required revisions associated with City and UPRR comment

- Lars Andersen will provide additional coordination as required to accommodate UPRR comments and additional City comments necessary for bid.

Fee: \$15,722.00

1088

**AMENDMENT #2 TO AGREEMENT
FOR ENGINEERING SERVICES RELATING TO THE CONSTRUCTION
OF THE FRESNO RIVER UNDER-CROSSING AT GATEWAY
BOULEVARD AND U.P.R.R. BETWEEN THE CITY OF MADERA AND
LARS ANDERSEN & ASSOCIATES, INC.**

This 2nd Amendment to Agreement made and entered into this 20th day of August, 2008 between the City of Madera, a municipal corporation of the State of California, hereinafter called "**CITY**" and **LARS ANDERSEN & ASSOCIATES, INC.**, hereinafter called "**CONSULTANT**".

WITNESETH

WHEREAS, CITY needs additional environmental engineering services related to the Bike Trail Under-Crossing at Gateway Boulevard and the Union Pacific Railroad, hereinafter called "PROJECT"; and

WHEREAS, CITY and **CONSULTANT** have entered into an Agreement for trail & under-crossing improvements in the area dated May 7, 2008; and

WHEREAS, CONSULTANT has the necessary skills and experience to provide the additional environmental engineering services.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, **CITY** and **CONSULTANT** agree that the Agreements for Professional Engineering Services to the City of Madera for the "Project" dated May 7, 2008 shall be amended as follows:

SCOPE OF WORK of the agreement shall be amended to read as follows:

In addition to professional services provided in the original agreement, **CONSULTANT** shall provide professional services set forth in the Scope of Work labeled Exhibit 'A' attached hereto and is incorporated herein by reference.

COMPENSATION of the agreement shall be amended to read as follows:

CITY agrees to pay **CONSULTANT** a basic lump sum not to exceed fee of \$13,750 for services referred to in Exhibit "A" and paid as shown on Exhibit "B".

It is understood and agreed by both parties that all expenses incidental to **CONSULTANT'S** performance of this professional services agreement are included in the basic lump sum fee for **CONSULTANT** and the subconsultants.

TIME OF COMPLETION of the agreement shall be amended to read as follows:

In addition to the completion dates specified in the original agreement, **CONSULTANT** shall complete additional services within an additional 30 work days. This amendment to agreement shall expire on August 20, 2009 unless extended in writing by mutual agreement.

All other terms and conditions of the original Agreement as executed by **CITY** and **CONSULTANT**, except as modified herein, shall be in full force and effect as written and agreed to.

In witness hereof, **CITY** and **CONSULTANT** have executed this 2nd Amendment to Agreement.

APPROVED AS TO FORM

CITY OF MADERA

By: _____
Richard K. Denhalter, City Attorney

By: _____
Sally J. Bompreszi, Mayor

**LARS ANDERSEN &
ASSOCIATES, INC.**

ATTEST:

By: _____
Scott Mommer, President

By: _____
Sonia Alvarez, City Clerk

Attachments: Exhibit A (scope) & Exhibit B (fee/payment)

Exhibit "A"
Amendment No. 2
Scope of Work
Fresno River Bike Trail Under-Crossing
at Gateway Drive and UPRR
(FHWA Funded)

Consultant shall provide you an additional service, the City of Madera, with Biological Reconnaissance Survey and Report services for the Fresno River Bike Trail Under-Crossing at Gateway Drive and UPRR (Federal Funded), as stated on the attached letter of proposal from our sub-consultant (Haltead & Associates), dated June 26, 2008.

- I. Stage 1 – Field Surveys
 1. Research and perform biological reconnaissance surveys.
 2. Perform wetland/waters survey and sampling.

2. Stage 2 – Report Preparation
 1. Prepare Biological Reconnaissance Report.
 2. Prepare Wetland/Waters Evaluation/Determination Report.

Exclusions:

This biological service does not include additional specialized surveys or work, attending meetings, developing mitigation or monitoring plans, or negotiating mitigation with regulatory agencies. If additional services are required, we will develop and additional contract with the city for those activities.

HALSTEAD & ASSOCIATES
Environmental / Biological Consultants
 296 Burgan Avenue, Clovis, CA 93611
 Office (559) 298-2334; Mobile (559) 970-2875
 Fax (559) 322-0769; HalsteadEnv@aol.com

Date: June 26, 2008

TO: City of Madera
 Attn: Rebecca Fraser and Mark Etheridge
 205 West Fourth Street
 Madera, CA 93637

RE: Proposal & Cost Estimate - City of Madera
Biological Reconnaissance Surveys & Wetland/Waters Evaluations & Determinations
Fresno River at Gateway Drive and Union Pacific Railroad

Dear Ms. Fraser and Mr. Etheridge:

Thanks for the opportunity to submit a proposal and cost estimate for the above project. Back in 2001, we worked on the bike trail project from Gateway Bridge east to Tulare Street for Valley Planning Consultants. We are very familiar with the project, the project area, potential biological issues, and permitting for the project. Below is a manpower and cost estimate to conduct biological reconnaissance, wetlands, and waters surveys and prepare two evaluation reports for the above project. Our rates are \$100 per hour for biologists and \$25 per hour for technicians. We have also included our Services-Brochure for your files. We can foresee conducting the surveys in July and completing the reports in August.

Biological Reconnaissance Surveys and Report

We will conduct biological reconnaissance surveys to address potential issues involving sensitive wildlife, plants, habitats, wetlands, and jurisdictional waters. Our first step will be to run the California Natural Diversity Data Base to determine sensitive species and habitat occurrences in the project vicinity. We will prepare a map of these findings to determine the location of these records in relationship to the project site. We will then conduct reconnaissance-level site surveys of the project area. We will prepare a report of our findings. At that time, we will evaluate and recommend if additional biological studies, surveys, or reports are necessary.

Wetlands & Waters Evaluation and Determinations

We will conduct a wetland evaluation and jurisdictional waters determination following the U. S.



Received Time Jul. 22. 9:57AM

Army Corps of Engineers' (Corps) 1987 guidelines to evaluate if the project site meets the criteria of wetlands or waters and if they are regulated and under the jurisdiction of the Corps. The Corps has a standard protocol which requires us to conduct our surveys using approved methods. This involves searching for and locating any wetland or waters habitat, taking soil, water, and plant samples to document conditions, completing data sheets for each potential wetland area and an associated upland reference area, and mapping the wetlands if present on a one-inch equals 200-foot aerial map of the parcel. We will assess the site for the three criteria for wetlands involving hydrology, soil, and vegetation. We will determine if wetlands occur on the site and are under the jurisdiction of the Corps. We will take 1-foot deep soil samples and analyze their color, texture, and saturation levels to evaluate the site's potential wetland habitat. We will also sample upland habitat near any wetlands to obtain comparative soil data, as required by the Corps. For wetland vegetation, we will identify indicator species and evaluate their presence and coverage in wetland and upland habitats. We will use aerial and topographic maps, flow records, and visual inspections to evaluate the site's hydrology and if the site meets the criteria of a Waters of the United States. We will prepare an assessment report with data sheets, photographs, maps, and a jurisdictional determination. We will consult with the Corps to determine what permits, if any will be required. We will also evaluate if a Streambed Alteration Agreement will be required from the California Department of Fish and Game, and if an encroachment permit (waiver) will be required from the California Reclamation Board for work within the Designated Floodway.

The above biological surveys and their resulting information will be used in determining the project effects in the environmental documents which would likely be a Mitigated Negative Declaration, and to dispute any of the resource agencies' potential claims concerning biological resources, impacts, and mitigation. The resource agencies are required to use the most recent, best biological information in making their decisions. The "best information" would be that from our surveys and reports.

Sincerely,



Pamela S. and Jeffrey A. Halstead
Owners / Partners / Biologists

Exhibit "B"			
AMENDMENT NO. 2			
PERCENTAGE RATES SCHEDULE			
OF			
BIOLOGICAL SERVICES			
FOR			
FRESNO RIVER BIKE TRAIL UNDER-CROSSING			
AT GATEWAY DRIVE AND UPRR (FHWA FUNDED)			
CLASSIFICATION & DESCRIPTION	% BY STAGES	% ACCUMULATION	FEES
1. STAGE 1 - BIOLOGICAL FIELD SURVEY	60.00%	60.00%	\$8,250.00
2. STAGE 2 - BIOLOGICAL REPORT PREPARATION	40.00%	100.00%	\$5,500.00
TOTAL	100.00%		\$13,750.00



LARS ANDERSEN & ASSOCIATES, INC.
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
 4694 W JACQUELYN AVENUE
 FRESNO, CA 93722
 PH (559) 276-2790 FX (559) 276-0850

SCOTT A. MOMMER, P.E.
 PRESIDENT
JIVI R. TORIO, P.E.
DANIEL J. ZOLDAK, P.E.
ARTHUR L. LUCAS, ARCHITECT
SAMUEL L. BEEGHLY, P.E.

September 15, 2010

Mr. Mark Etheridge, Business Manager
 City of Madera-John Wells Youth Center
 Parks & Community Services
 701 E. 5th Street
 Madera, CA 93637

Re: Fresno River Bike Trail Under-crossings at Gateway Drive and UPRRR
 Madera, CA

Civil Addendum No. 1

Dear Mark,

The firm of Lars Andersen & Associates, Inc., hereby respectfully requests to receive an Addendum No. 1 for the above referenced project. This addendum is associated with the following work which is not covered on the original scope of work:

- 1. Preparation of Legal Description and Exhibit Plat of proposed Bike Trail within the UPRR right-of-way as required by UPRR agreement. **\$ 945.00**

Total Civil Addendum No. 1 \$ 945.00

After your review of the above, if you could please sign below and forward to our office for processing, it would be greatly appreciated.

Sincerely,
 LARS ANDERSEN & ASSOCIATES, INC.

Jovi R. Torio
 Project Manager

Approved by: Mark Etheridge MARK ETHERIDGE 9/16/10
 Signature Print Name Date

cc: Larry Hibdon-Larry Hibdon Consulting
 Kenneth Tigson-City of Madera, PCS Department-Consultant
 Tina Mendieta – Lars Andersen & Associates, Inc.
 Dan Zoldak-Lars Andersen & Associates, Inc.

CASP • LEED ACCREDITED • REA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 7th day of May, 2008, by and between the CITY OF MADERA, a municipal corporation, hereinafter referred to as "CITY," and LARS ANDERSEN & ASSOCIATES, INC., a California corporation, hereinafter referred to as "CONSULTANT." The purpose of this AGREEMENT is to provide Engineering Design Services for the City of Madera.

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. CONTRACT ORGANIZATION AND CONTENT

This AGREEMENT is fully comprised of these terms and the attached exhibit--Exhibits "A", "B" & "C", Scope of Work, incorporated herein by reference.

II. STATEMENT OF WORK

The work to be conducted by CONSULTANT is specified in Exhibit "A" Scope of Work. During the performance of the AGREEMENT, the representative project managers will be:

- City Administrator
- Director of Administrative Services
- Director of Parks and Community Services
- CONSULTANT to the City of Madera as designated by City

III. TERM

The term of this AGREEMENT shall commence on May 7, 2008. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire May 6th, 2009 unless extended in writing by mutual agreement.

IV. ASSIGNABILITY

CONSULTANT shall not assign any interest in this AGREEMENT without the prior written consent of the CITY.

V. CONTRACT CHANGES

No alteration or deviation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

CITY may request, at any time, amendments to this AGREEMENT and will notify CONSULTANT in writing regarding changes. Upon a minimum of ten (10) days notice, CONSULTANT shall determine the impact on both time and compensation of such changes and

notify CITY in writing. Upon agreement between CITY and CONSULTANT as to the extent of these impacts on time and compensation, an amendment to this AGREEMENT shall be prepared describing such changes. Such amendment shall be valid effective the date of the approved and duly executed amending document.

VI. CONTRACT COSTS AND REIMBURSEMENTS

A. Maximum Contract Amount/Budget Amendments

The City will pay CONSULTANT according to the amount and rates established in Exhibits "B" & "C" in accomplishing the work indicated in the Scope of Work Exhibit "A". In no event shall such payment exceed a total of \$36,280.00 for such services during the duration of the AGREEMENT, notwithstanding the requirement that CONSULTANT shall complete duties as assigned as listed on the Scope of Work, Exhibit "A".

Percentage rates for Consulting Services, Exhibit "B" is the total amount of remuneration that will be paid to CONSULTANT. CONSULTANT will only be paid the lump sums included in this AGREEMENT Exhibit "B" for services directly rendered in accomplishing the work performed in the Scope of Work and will not be reimbursed for any expenses indirectly expended by his accomplishing this AGREEMENT.

CONSULTANT shall bill CITY, and CITY shall pay up to the specified amount to include cost of supplies and prior authorized out-of-town travel expenses. The specified amount of reimbursement may be amended if the Scope of Work requires a substantial change(s). Any amendments to the individual categories within said "Budget" must be approved in writing in advance by CITY and be in accordance with the hourly rates as shown in Exhibit "C".

B. Payments and Report

Payments are authorized under this AGREEMENT. Progress billing in arrears must be submitted as often as monthly by CONSULTANT to CITY. CITY must pay CONSULTANT within thirty (30) days for billing by CONSULTANT. A description of work activities by Task shall accompany each billing and shall specify the percentage of contract work completed.

C. Allowable and Non Allowable Costs & Documentation

All costs charged to this AGREEMENT by CONSULTANT shall be supported by project monthly reports, activity reports, invoices and vouchers, in evidencing proper detail the nature and propriety of the charges.

VII. INSPECTION OF WORK

CONSULTANT and any subCONSULTANTs shall permit CITY the opportunity to review and inspect the project activities at all reasonable times during the performance period of this AGREEMENT including review and inspection on a daily basis.

VIII. STATUS OF CONSULTANT

All acts of CONSULTANT relating to the performance of this AGREEMENT shall be performed as an independent CONSULTANT, and not as an agent, officer, or employee of CITY. CONSULTANT, by virtue of this AGREEMENT, has no authority to bind or incur any obligation on behalf of CITY. Except as provided in this AGREEMENT, CONSULTANT has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY, that this AGREEMENT shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture. As an independent CONSULTANT:

- A. CITY shall not determine the method, details, and means of performing the work and services to be provided by CONSULTANT under this AGREEMENT.
- B. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this AGREEMENT, and except as expressly provided in this AGREEMENT, shall not be subjected to CITY'S control with respect to the physical action or activities of CONSULTANT in fulfillment of this AGREEMENT.
- C. CONSULTANT, at all times during the term of this AGREEMENT, shall represent and conduct himself as an independent CONSULTANT, and not as an employee of CITY.

IX. STAFFING

There shall be no change in CONSULTANT as Project Manager or members of the project without prior written approval by CITY.

X. SUBCONTRACTING

No portions of CONSULTANT'S work included in this AGREEMENT shall be subcontracted without written authorization by CITY.

All authorized subcontracts shall contain the same applicable provisions specified in this AGREEMENT.

XI. TERMINATION OF CONTRACT

- A. Termination for Convenience of City

CITY and/or CONSULTANT may terminate this AGREEMENT at any time by giving notice of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of CITY, become its property. If this AGREEMENT is terminated by CITY, as provided herein, CONSULTANT shall be reimbursed for expenses incurred prior to the termination date, in accordance with the cost provisions of this AGREEMENT.

B. Termination for Cause

If through any cause, CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if CONSULTANT violates any of the covenants, agreements, or stipulations of this AGREEMENT, CITY shall thereupon have the right to terminate the AGREEMENT by giving not less than ten (10) days written notice to CONSULTANT of the intent to terminate and specifying the effective date thereof. CITY shall provide an opportunity for consultation with CONSULTANT prior to termination. In such an event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by CONSULTANT under this AGREEMENT shall, at the option of CITY, become CITY'S property. CONSULTANT shall be entitled to receive compensation for all satisfactory work completed prior to the date of receipt of notice.

XII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

All services performed by CONSULTANT pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable Federal, State or local statutes, rules and regulations.

XIII. CONFLICT OF INTEREST

CONSULTANT shall act in an independent capacity in the performance of this AGREEMENT, and not as officers, employees or agents of CITY.

XIV. COPYRIGHTS

CONSULTANT shall be free to copyright material developed under this AGREEMENT with the provision that CITY reserves a royalty-free, non-exclusive and irrevocable license to produce, publish, or otherwise use, distribute, and to authorize others to use, the work for any purpose. CONSULTANT is subject to the duties of agency relating to rights in data and copyrights as set forth in 23 CFR 172.9 (c) and (d). If this AGREEMENT involves experimental research or demonstration work, CONSULTANT is subject to the duties relating to rights to inventions and patents contained in 48 CFR 1-27.

XV. DISPUTES

Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact, which is not disposed of by mutual agreement, shall be decided by a court of competent jurisdiction.

XVI. HELD HARMLESS

In the furnishing of the services provided for herein, CONSULTANT is acting as an independent CONSULTANT and not as an employee of CITY.

CONSULTANT shall indemnify and defend CITY and hold it, its Council, boards, commissions, officers, employees, volunteers and agents free and harmless from and against any and all claims, lawsuits, judgements, costs, expenses and attorneys' fees on account of injury to

persons or damage to property arising out of or resulting from CONSULTANT'S performance of this AGREEMENT.

During the term of this AGREEMENT, CONSULTANT shall pay for and maintain insurance as listed below:

- A. Comprehensive General Liability Insurance of not less than \$1,000,000.00 limit of liability with a 30-day written Notice of Cancellation in favor of CITY.
- B. When CONSULTANT employs other personnel, CONSULTANT shall provide Worker's Compensation Insurance with a 10-day written Notice of Cancellation in favor of CITY.
- C. CONSULTANT shall furnish CITY with original certificates and amendatory endorsements effecting coverage required by the insurance clause in the Agreement. The endorsements should conform to the requirements of CITY. All certificates and endorsements are to be received and approved by CITY before the AGREEMENT is approved and work commences in the period covered by the Agreement. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.
- D. Automobile insurance covering automotive liability, any auto coverage, occurrence form. Coverage is to be equal to Insurance Services Office (ISO) Commercial General Liability Form CA 00 01 06 92 covering Automobile Liability, Code 1 "any auto." Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. CITY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to CONSULTANT'S insurance, or as a separate owner's policy.
 2. For any claims related to this project, CONSULTANT'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.
- E. Professional Liability (Errors & Omissions): \$2,000,000.00 per occurrence with a deductible not to exceed \$50,000, except that a higher deductible may be approved with appropriate documentation, acceptable to the CITY's Risk Manager.

- F. Insurance is to be placed with insurers with a current A.M. Best's Rating of no less than A:VII unless otherwise acceptable to CITY.
- G. Any deductibles or self-insured retentions must be declared and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to CITY, its officers, officials, employees and volunteers; or CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claims administration and defense expenses.

XVII. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b).

XVIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of CITY that Disadvantaged Business Enterprises (DBEs), as identified in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with State or Federal Funds.

CONSULTANT shall ensure that DBEs, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this AGREEMENT. In this regard, CONSULTANT shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and to perform subcontracts arising out of this AGREEMENT.

During the period of this AGREEMENT, CONSULTANT shall maintain records of all applicable subcontracts advertised and entered into germane to this AGREEMENT, documenting the opportunity given to DBEs to participate in this AGREEMENT, actual DBE participation, and records of materials to be purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE SUBCONSULTANT or vendor. Upon completion of the Contract, a summary of these records shall be prepared and certified correct by CONSULTANT, and shall be furnished to CITY.

XIX. AUDITS

At any time during normal business hours, and as often as CITY deems necessary, CONSULTANT shall make available for examination all of its records with respect to all matters covered by this AGREEMENT for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, Contracts, invoices, material, payrolls, personnel records, conditions of employment and other data related to all matters covered by this AGREEMENT. Such records and access to the facilities and premises of CONSULTANT shall be made available during the period of performance of the AGREEMENT, and for three years after CITY makes final payment under this AGREEMENT.

XX. NOTICE

Any notice or notices required or permitted to be given pursuant to this AGREEMENT may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

City of Madera
Mary Anne Seay, Director of Parks & Community Services
1030 South Gateway Drive
Madera, CA 93637

Lars Andersen & Associates, Inc.
Scott Mommer, President
4694 W. Jacquelyn Avenue
Fresno, CA 93722
Ph: 559-276-2790

IN WITNESS WHEREOF, the City of Madera and CONSULTANT have executed this AGREEMENT.

LARS ANDERSEN & ASSOCIATES, INC.,
A California Corporation

CITY OF MADERA

By:

By:

Scott A. Mommer
President

Sally J. Bompreszi
Mayor

Date

Date

APPROVED AS TO LEGAL FORM:

City Attorney

City Clerk

Date

Date

**Exhibit “A” - Scope of Work
For the
Fresno River Bike Trail Under-Crossing
at Gateway Drive and UPRR
(Federal Funded)**

Consultant shall provide you, the City of Madera, with engineering services for the Fresno River Bike Trail Under-Crossing at Gateway Drive and UPRR (Federal Funded), a connection from existing Bike Trail, just east of State Highway 99 to existing Bike Trail, approximately 150 feet east of UPRR. Also, consultant will evaluate and provide two (2) preliminary alternates route/alignment for City to select which will best fit the needs of the community. All project documents shall comply with FHWA standards and requirements.

- I. Stage 1 – Research and Field Survey (see Survey Task for more detail)
 1. Research for record data, as-built plans right-of-ways and easements.
 2. Coordinate the required Topographic Survey to City.
 3. Perform Design Field Survey to establish grades for proposed bike trail and locate existing facilities.
 4. Verify location of utilities with the utility companies.

2. Stage 2 – Preliminary Design (30%) (See Civil Engineering Task for more detail)
 1. Review existing City recommendation and documentation with regard to trail improvement plans within the route of the proposed improvements.
 2. Frequent contact with city staff, discuss comments and incorporate city staff review and comments with preliminary design.
 3. Prepare thirty-percent (30%) of Preliminary Design/Layout of two (2) alternate’s route/alignment of proposed bike trail.
 4. Prepare letter report status regarding all items pertinent to Preliminary Design, including preliminary drawings for City review.
 5. Provide the City with four (4) sets of Plans at the thirty-percent (30%) Preliminary Design/Layout.

3. Stage 3 – Design Phase (60%) (see Civil Engineering Task for more detail)
 1. Prepare Design Plans and Specifications for proposed trail improvements on the City selected alternate route/alignment of the proposed bike trail.
 2. Work with the City for the necessary application and exhibits for UPRR, FHWA, Fish & Game, Madera Irrigation District, Army Corps, and other public agency’s permit approval (City to process all the permits)

3. Coordinate plans with utility companies for relocation and possible conflicts to the proposed improvements. Assist city in preparation and submission of permit applications to utility companies.
 4. Attend progress review meeting with City staff. Discuss comments and incorporate staff review and comments into the design of plans.
 5. Provide the City with four (4) sets of plans at sixty-percent (60%) of design plans and profile sheet for review, along with adjusted Preliminary Cost Estimate and specifications for city review.
4. Stage 4 – Design Phase (90%) (see Civil Engineering Task for more detail)
1. Prepare final design plans and specifications incorporating all City, utility company, environmental comments, recommendations and coordination.
 2. Adjust Preliminary Cost Estimate.
 3. Attend progress review meeting.
 4. Provide the city with four (4) sets of plans at 90% of final plans and specifications.
5. Stage 5 – 100% of PS&E and Bidding Process (see Civil Engineering Task for more detail)
1. Provide original plans and electronic files of PS&E to City for signature and record file.
 2. Assist City with formal bidding and site visit of the project including bidder's questions, addendums, and award of contract.
 3. Attend pre-bid meeting, pre-construction, and site meetings as necessary (Assumed 4 meetings with 8 man-hours total).
 4. Response to RFI and review material submittals and shop drawings, as necessary.

Survey and Civil Engineering Tasks:

Survey Tasks:

- Perform topographic survey for the project.
- Tie-in benchmarks from adjacent trail project to have the same basis of elevations.
- Note any improvements in this area such as landscaping, sprinklers, fences, decorative walls, sidewalks, curbs, gates, etc.
- Access sidewalks and driveways would be located to design for a good match.
- Areas around the property line would be investigated thoroughly to produce a good match.
- Research for existing right-of-ways and as-built plans information.
- Survey stakes of preliminary trail layout for city field review, if requested.

Civil Engineering Tasks:

- Prepare preliminary Layout.

- Coordination with City.
- Indicate and evaluate the grading/construction limit.
- Review and advise City for possible utility relocation, if any. Determine utilities that need to be relocated – power poles, etc. – telephone boxes that need to be adjusted to grade. Send our plans to the utility companies for their review.
- Right-of-way Treatment. Plot existing right-of-way lines.
- Prepare Plan & Profile of the proposed Bike Trail to comply with handicap standards and requirements.
- Prepare cross-sections at every 50' or where sections are needed the most.
- Listed below is the preliminary list of Improvements Plans and Specifications that will be prepared (Note: Number of sheets of plans will be determined at the actual preparation of plans and specifications).

Improvement Plans

1. Cover Sheet
2. General Notes, and Legend, Abbreviations and Details
3. Trail Cross-Sections and Details
4. Plan & Profiles
5. Construction Standards and Details
6. Temporary Sediment and Erosion Control Plan

Specifications and Documents

1. Project Specifications with Bid Quantity
2. Engineers Cost Estimate
3. NOI and SWPPP, if required (City has General Permit)

Exclusions:

Services not included in Scope of Work, however, we can offer if required upon request.

- Record of Survey
- Drainage and Traffic Studies
- Environmental Studies
- Easements/Right-of-Ways
- Soil Report
- Aerial Survey
- Construction Staking
- Assumed city will process and obtain permits from FHWA, UPRR, Fish & Game, Army Corps, etc.
- As-built Plans and Survey Preparation (Usually part of contract by contractor)
- Assist in filing of Notice of Termination documents (NOT), if required.

Information to be provided by the City:

The City shall provide the following information to Lars Andersen & Associates, Inc.

- Soils Report/R-Value, if required
- Aerial Survey, if available
- Electronic files of previous and/or current Trail Project's specifications

- Cad files of previous and/or current Trail Project
- R/W Maps within the area, if available.

NOTE: Design of improvements will be in accordance and consistent with FHWA Standards and requirements, and Caltrans plans and standard specifications dated July, 2006 and as modified by the City Engineer using City of Madera Standard Plans and Specifications.

Exhibit "B"- PERCENTAGE RATES SCHEDULE OF CIVIL ENGINEERING SERVICES FOR FRESNO RIVER BIKE TRAIL UNDER-CROSSING AT GATEWAY DRIVE AND UPRR (FEDERAL FUNDED) CITY OF MADERA, CA			
CLASSIFICATION & DESCRIPTION	% BY STAGES	% ACCUMULATION	FEEES
1. STAGE 1 - RESEARCH AND FIELD SURVEY	27.01%	27.01%	\$9,800.00
2. STAGE 2 - PRELIMINARY DESIGN (30%)	14.33%	41.35%	\$5,200.00
3. STAGE 3 - DESIGN PHASE (60%)	24.75%	66.10%	\$8,980.00
4. STAGE 4 - DESIGN PHASE (90%)	20.51%	86.60%	\$7,440.00
5. STAGE 5 - 100% OF PS&E AND BIDDING PROCESS	13.40%	100.00%	\$4,860.00
TOTAL	100.00%		\$36,280.00

Exhibit c

Lars Andersen & Associates, Inc.
Fees for Professional Services
2008

<u>Professional Services</u>	<u>Hourly Rate</u>
Expert Witness	\$375.00
Principal Engineer	\$165.00
Chief Surveyor	\$ 97.00
Project Manager	\$ 97.00
Project Engineer	\$ 87.00
Graphic Engineer	\$ 80.00
Design Engineer	\$ 77.00
Design/Technician	\$ 67.00
Assistant Technician	\$ 57.00
Project Coordinator	\$ 77.00
Survey Manager	\$ 77.00
Survey Technician	\$ 65.00
Survey Crew (2 man)	\$140.00
Survey Crew (3 man)	\$175.00
Survey Crew (1 man GPS)	\$145.00
Engineer Assistant	\$ 67.00
Clerical	\$ 47.50

Construction Stakes are based on Market Value (plus 10%)

Printing

Mylars – Large 36 x 42	\$15.00/Sheet
Mylars – All other sizes	\$10.00/Sheet
Large Bond – Black/White	\$ 8.50/Sheet
Small Bond – Black/White	\$ 5.50/Sheet
Bond Color Copies	\$12.00/Sheet
Photocopies	\$ 0.15/Sheet
Facsimile	\$ 0.50/Sheet

Mileage \$ 0.45/Mile

Office Hours

Monday through Friday - 8:00 a.m. to 5:00 p.m.

ATTACHMENT 2

Location Map



LOCATION OF
FRESNO RIVER
TRAIL PROJECT

GATEWAY
UNDERCROSSING

UPRR
UNDERCROSSING

LEGEND

- PROPOSED PROJECT
- EXISTING TRAIL

PROJECT MAP
FRESNO RIVER BIKE TRAIL UNDER-CROSSING AT
GATEWAY DRIVE AND UPRR (FHWA FUNDED)
CITY OF MADERA

↑
NORTH
SCALE
1:40