

**City of Placerville  
MEMORANDUM**

**DATE:** September 9, 2005

**TO:** City Council

**FROM:** Randy Pesses

**cc:** John Driscoll

**SUBJECT: ADDENDUM NO. 1 TO THE CONSULTING SERVICES  
AGREEMENT WITH STANTEC CONSULTING, INC. FOR  
THE UPPER MAIN STREET REHABILITATION PROJECT  
INCREASING THE SCOPE OF SERVICES AND INCREASING  
COMPENSATION BY \$10,000**

---

**Recommendation**

That the City Council adopt a resolution authorizing the City Manager to execute Addendum No. 1 to the consulting services agreement with Stantec Consulting, Inc. for the purpose of adding improvements consisting of curb returns, sidewalks, and pavement rehabilitation to Locust Street between Main Street and the bridge over Hangtown Creek into the project engineering drawings and contract documents for the Upper Main Street Rehabilitation Project.

**Background**

In May 2005 the City entered into a Consulting Services Agreement with Stantec Consulting, Inc. to provide engineering services for the purpose of preparing the engineering drawings, contract documents and engineer's estimates, and processing those documents through Caltrans for approval of the Upper Main Street Rehabilitation Project. The limits of that project are from Bedford Street to Broadway, a distance of approximately 3100 linear feet.

During the course of the project design, City staff walked the limits of the project with the consultant to determine the extent and nature of the improvements to be included in the rehabilitation project. During the course of walking the project, it became apparent to City staff that, although Locust Street is a City-maintained public street in the area, where Locust Street extends between the Thompson Auto Dealership vehicle display lots adjacent to Main Street, Locust Street lacks some of the basic components associated with a public City street. At conventional City street intersections, concrete curbs, gutters and sidewalks are constructed along a circular arc that is conventionally referred to as a

curb return which facilitates the turning movements of motor vehicles at the intersection. These curb returns are missing at the intersection of Locust Street and Main Street. In addition, Locust Street has no sidewalks along this segment, and given the proximity of the newly-constructed segment of the El Dorado Trail that crosses Locust Street near this location, it was determined that it would be very beneficial to the overall utility of the project if these components were included into the project scope. Staff received an acceptable proposal from the Consultant to include this work in the overall scope of the project which is detailed in the attached Addendum Number 1.

Staff has engaged in discussions with the abutting property owner and business owner, both of whom are supportive of the inclusion of these improvements, and have tentatively agreed to provide the necessary additional right-of-way to accommodate them.

The project as submitted to and approved by Caltrans does not include these improvements because it was not possible to finalize the acquisition of the small amount of additional right-of-way necessary prior to the August 12, 2005 deadline required for approval of the project under the SACOG funding program. Once this design work is completed and the right-of-way documents are executed and accepted by the City Council, staff will submit an addendum to Caltrans requesting that this additional work be incorporated into the overall approved project.

### **Fiscal Impact**

The \$101,154 amount of the original Consulting Services Agreement was from funding obtained from a \$200,000 grant received from the El Dorado County Transportation Commission under the State exchange STP program. This addendum increases the contract amount by \$10,000 bringing the total to \$111,154 which is well below the \$200,000 grant amount.

Prepared By:

Reviewed By:

---

Randy Pesses  
Public Works Director

---

John W. Driscoll  
City Manager/City Attorney

**ADDENDUM NO. 1  
TO THE AGREEMENT FOR SERVICES  
UPPER MAIN STREET REHABILITATION PROJECT**

This addendum modifies the agreement dated May 13, 2005 made and entered into between the City of Placerville, a political subdivision of the State of California (hereinafter referred to as "City") and Stantec Consulting Incorporated, a corporation duly-qualified to conduct business in the State of California, whose principal place of business is 2590 Venture Oaks Way, Sacramento, CA 95833, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, City and Consultant entered into an agreement on May 13, 2005 for Consultant to provide services related to the preparation of engineering drawings, specifications, estimates, and processing through Caltrans for approval of the "Upper Main Street Rehabilitation Project"; and,

**WHEREAS**, in the course of the design of said project it became apparent that it would be beneficial to incorporate improvements to Locust Street consisting of curb returns, sidewalks, and pavement rehabilitation into the project design and contract documents; and,

**WHEREAS**, Consultant has submitted an acceptable proposal to incorporate this additional work into the project scope.

**NOW, THEREFORE**, City and Consultant mutually agree that Article I "Scope of Services" and Article III "Compensation for Services" are hereby amended as follows:

**Article I – Scope of Services**

Consultant shall add to its Scope of Services provided to City the surveying, engineering, and design services necessary to include curb returns, sidewalks, and pavement rehabilitation improvements to approximately 150 linear feet of Locust Street from its intersection with Main Street to the bridge at Hangtown Creek.

**Article III – Compensation for Services**

City agrees to pay Consultant an additional \$10,000 to pay for additional services outlined above to bring the total compensation amount to \$111,154 for services under the agreement.

All other provisions and terms of the original agreement shall remain in effect unmodified.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first below written.

**CITY OF PLACERVILLE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Driscoll, City Manager  
City of Placerville

**CONSULTANT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Stantec Consulting Incorporated  
An Arizona Corporation  
“Consultant”