

COUNCIL DECISION REQUEST

SUBJECT: St. Philips Street / Bonita Street Design

MEETING DATE: 10-19-06

CSP ITEM: Yes No KRA#

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: LaRon G. Garrett, Public Works

AMOUNT BUDGETED: \$ 625,000

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

EXPENDITURE REQUIRED: \$ 83,800

CONT. FUNDING REQUIRED: \$ 0

EXHIBITS (If Applicable, To Be Attached): Standard Contract, Scope of Services, and Fee

RECOMMENDED MOTION

I move to approve the St. Philips Street / Bonita Street Design contract with Tetra Tech, Inc. for a maximum of \$83,800 and authorize the Mayor to sign all necessary Contract Documents.

SUMMARY OF THE BASIS FOR RECOMMENDED MOTION:

The design and construction of St. Philips Street from Frontier Street to Bonita Street and Bonita Street from St. Philips to Bentley Street. HURF Exchange Funds are providing \$400,000 for this reconstruction project. The Town General Fund is providing the remainder of the funds. It is anticipated that this project will begin construction in May of 2007. It is likely that the current budgeted funds will not be sufficient to complete the entire project. By starting construction in May of 2007 the construction will continue over the fiscal year. The remaining necessary funds can be budgeted in the 2007-2008 fiscal year. This project will provide two traffic lanes, a bike lane in each direction, curb and gutter on both sides, sidewalk on one side, and necessary drainage improvements. The Scope of Services and associated professional fee is attached.

The base fee for the design is \$75,900.00. Once the preliminary design is completed it will be clear what areas additional right of way is needed. There is an additional contract item to provide the necessary right of way maps and legal descriptions. This is an "hourly not to exceed" item and the Town will only pay the services needed once the individual parcels are identified. The maximum amount of this item is \$7,900.00. The total maximum amount we will spend on the design portion of this project is \$83,800.

OCT 19 2006 I-3

COUNCIL DECISION REQUEST

If approved by the Council, this Scope of Services will be attached as an exhibit to our standard engineering contract. It is anticipated that it will take 120 calendar days to complete this design project.

The intent is to bid this project in early 2007 and start construction in approximately May, 2007.

Staff recommends approval of this Scope of Services and Contract.

PROS: This will allow the re-construction of St. Philips between Frontier Street and Bonita Street and Bonita Street between Bently Street and St. Philips Street. This is a major access roadway to Frontier Elementary School

CONS: The local residents and motorists will be inconvenienced during the construction period.

PUBLIC INPUT (if any): None

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes): Recommended as the No. 2 active priority project and the No. 3 overall project of the Surface Transportation Advisory Committee.

**AGREEMENT
BETWEEN TETRA TECH, INC.
AND THE TOWN OF PAYSON
FOR PROFESSIONAL SERVICES IN CONNECTION WITH
ST. PHILIPS STREET / BONITA STREET DESIGN**

THIS AGREEMENT entered into this ___ day of _____, 2006 by and between Tetra Tech, Inc., 431 S. Beeline Highway, Payson, AZ 85541 (hereinafter referred to as the "Engineers and Architects" or "E/A") and the Town of Payson, a municipal corporation, located at 303 North Beeline Highway, Payson, Arizona 85541 (hereinafter referred to as "Client").

RECITALS

- A. Client desires to engage E/A to provide professional services; and
- B. Client finds that the proposed Scope of Services and terms of this Agreement are acceptable; and
- C. E/A desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, based upon the mutual promises, covenants and conditions herein contained, the Parties do hereby agree as follows:

Section 1. Terms and Conditions

- A. Employment of the E/A. Client hereby engages E/A and E/A hereby agrees to perform the professional services as set forth herein.
- B. Scope of Services. E/A shall perform, in a proper and professional manner, the services set forth in the Scope of Services, marked Attachment "A", attached hereto, and by this reference incorporated herein as though set forth in full at this point. The work is generally described as:

Engineering Design for the reconstruction of St. Philips Street from Frontier Street to Bonita Street and Bonita Street from Bently Street to St. Philips Street.
- C. Time for Completion. The professional engineering construction design for the St. Philips Street / Bonita Street as defined in Attachment "A", Scope of Services, shall be completed within 120 calendar days from date of execution of this contract.
- D. Extra Services. E/A shall provide extra services, not specifically called for in Attachment "A", Scope of Services, upon request or authorization of the Client at a fee to be determined at the time of the request. However, it is the intent that the Scope of Services, with modifications by the E/A in the Special Provisions, if any, is complete and sufficient to accomplish the purposes of this Agreement.
- E. Changes. If Client has requested modifications or changes in the extent of the Project, the time of performance of the services of E/A and the compensation therefor shall be adjusted appropriately and shall be incorporated in written amendments to this

Agreement. Notwithstanding the foregoing, E/A shall perform no modification, changes or additional work, except as and until authorized in writing by Client to do so.

F. Fees. Client shall pay E/A, for the services set forth in Attachment "A", Scope of Services, a lump sum fixed fee of Seventy Five Thousand, Nine Hundred Dollars and NO/100 (\$75,900.00) with an additional hourly fee for Right of Way Services not to exceed Seven Thousand, Nine Hundred Dollars and NO/100 (\$7,900.00) for a maximum grand total of Eighty Three Thousand, Eight Hundred Dollars and NO/100 (\$83,800.00).

G. Payment. E/A will submit to Client monthly invoices based on a percentage of work completed along with all reimbursable expenses incurred. Client will be responsible for paying the invoice in full within thirty (30) days of receipt. If Client fails to make any payment due E/A for services performed as set forth in Attachment "A", Scope of Services, within thirty (30) days after receipt of E/A's bill therefor the amounts due E/A shall include a charge at the rate of 1.50% per month from said day; and in addition E/A may suspend services under this Agreement until it has been paid in full all amounts due it for services and expenses. E/A shall be entitled to actual costs for remobilizing on any work suspended for thirty (30) days or more on account of non-payment or a substantial portion of the fee within the time prescribed in this Agreement.

H. Reimbursables. Unless otherwise stated in Attachment "A", Scope of Services, charges for out-of-pocket expenses not directly furnished by E/A will be paid by Client at a rate of 1.10 times the cost of such expense, up to a maximum of Five Hundred Dollars, excluding subconsultants, in addition to the amount set forth in paragraph 2 (F) herein above. E/A shall not be entitled for payment for printing or copying that occurs during the normal course of work required to accomplish the Scope of Services, except as authorized by the Client. Printing, binding, copying and deliveries of inspection reports, field notes and record drawings for the Client shall not be considered reimbursable.

I. Ownership and Re-Use of Documents. All documents, including original drawings, estimates, specifications, field notes, inspection reports, testing results, record drawings and data are and shall be the property of the Client, and shall be provided to the Client upon request during the term of this Agreement, and without demand at the conclusion of this Agreement. Client will not reuse the documents for any other project unless E/A has given written authorization to do so.

J. Delays Beyond the Control of the E/A. It is agreed that events which are beyond the control of the E/A may occur which may delay the performance of the Scope of Services of this Agreement. In the event that the performance of the Scope of Services by the E/A is delayed beyond its control, the E/A shall notify, in writing, the Client of such delay and the reason therefor, and Client shall extend the time of performance appropriately.

K. Liability of E/A. E/A shall be liable only for damage caused by negligence of it, its employees, sub-consultants or subcontractors. E/A shall notify Client of the engagement of any and all subcontractors or consultants, and client shall have sufficient and adequate opportunity to review the qualifications of such subcontractors or consultants, and shall have the right to approve or disapprove their engagement. Client requires subcontractors or consultants of the E/A shall provide appropriate certificates of insurance to the client prior to their performing of any work relating to this Agreement.

L. Problems. Any problems relating to the services provided herein are to be brought to the attention of E/A as soon as encountered and, if possible, before E/A incurs any obligations. E/A reserves the sole right to correct any errors it is responsible for, including, but not limited to, the selection of a subcontractor or sub-consultant and the negotiation of fees.

M. Indemnification. To the fullest extent permitted by law, the E/A shall defend, indemnify and hold harmless the Town of Payson, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions of the E/A, its agents, employees, or any tier of E/A's sub-consultants in the performance of this Contract. E/A's duty to defend, hold harmless and indemnify the Town of Payson, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any E/A's negligent acts errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the E/A, any tier of E/A's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the E/A may be legally liable.

The amount and type of insurance coverage requirements set forth in Paragraph N herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

N. Insurance. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town of Payson, constitute a material breach of this Contract.

The E/A's insurance shall be primary insurance as respects to the Town of Payson, and any insurance or self-insurance maintained by the Town of Payson shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town of Payson.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town of Payson, its agents, officers, officials and employees for any claims arising out of the E/A's negligent acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town of Payson under such policies. The E/A shall be solely responsible for the deductible and/or self insured retention and the Town of Payson, at its option, may require the E/A to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Town of Payson, its agents, officers, officials and employees as Additional Insureds.

Required Coverage

General Liability.	\$1,000,000 / occurrence;	\$2,000,000 aggregate.
Workers' Compensation.	\$100,000 / accident;	\$100,000 disease; \$500,000 disease limit
Professional Liability	\$1,000,000 per claim.	

Prior to commencing work or services under this Contract, E/A shall furnish the Town of Payson with Certificates of Insurance, or formal endorsements as required by the Contract, issued by E/A's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Town of Payson fifteen (15) days prior to the expiration date.

O. Termination of Contract. This Agreement may be terminated by either Party at any time upon thirty (30) days prior written notice to the other Party. Upon such termination, Client shall pay E/A all monies owed under this Agreement for all work performed up to the effective date of termination. Unless sooner terminated, this Agreement shall terminate fourteen (14) calendar days after completion of construction. In the event of such cancellation, all work performed by E/A up to that time, including but not limited to field information, studies and rough or final drafts of working papers, shall be delivered to the Client by E/A.

P. Publicity. No information relative to the Project shall be released by E/A for publication, advertising, or for any other purpose without the prior written approval of the Client.

Q. Supplementary Conditions. Supplementary Conditions, if any, shall apply to this Agreement, are set forth in Attachment "B", Supplementary Conditions which is attached hereto and incorporated herein by this reference as though set forth in full at this point.

R. Entire Agreement. This Agreement, with attachments, represents the entire understanding between Client and E/A in respect to the Project, all prior understanding and agreements are merged herein and this Agreement may only be modified by an instrument in writing executed with the same formalities as this instrument.

S. Successors and Assigns. Client and E/A each binds himself and his partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither Client nor E/A shall assign, sublet or transfer its interest in this Agreement without the written consent of the other; however, E/A may employ others to assist him in carrying out its duties under this

Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and E/A.

T. Dispute Resolution. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are incorporated herein, and which provides for cancellation of contracts by the municipality for certain conflicts of interest. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq. Judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

WITNESS WHEREOF, E/A and Client have executed this Agreement on the day and year first above written.

Town of Payson
303 N. Beeline Highway
Payson, AZ 85541
Telephone: (520) 474-5242
FAX: (520) 474-7052

By: _____
Mayor

Attest _____
Town Clerk

Tetra Tech, Inc.
431 S. Beeline Highway
Payson, AZ 85541
928-474-4636

By: _____

Title: _____

APPROVAL AS TO FORM

The Town of Payson Legal Department has reviewed this contract and approved it as to form. When reviewing this contract for form, the Legal Department considers whether the following situations have been addressed:

- I. Identification of parties;
- II. Offer and acceptance;
- III. Existence of contract consideration (we do not review to determine if consideration is adequate);
- IV. That certain provisions specifically required by statute are included (i.e., provisions concerning non-availability of funds and conflict of interest, A.R.S. § 38-511).

We have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the contract.

Dated this ____ day of _____, 2006.

By _____
Samuel I. Streichman, Town Attorney

EXHIBIT 'A'
SCOPE OF SERVICES

ADD AS NECESSARY



TETRA TECH, INC.

EXHIBIT "A"
SCOPE OF SERVICES

ST PHILLIPS STREET AND BONITA STREET IMPROVEMENTS

Civil Engineering Services for the preparation of Improvement Plans for St. Phillips Street between Frontier Street and Bonita Street, and for Bonita Street between Bentley Street and St. Phillips Street.

Task 1: Field Surveys and Data Collection

The work under this task will include researching existing data and collecting existing survey and utility information. We will recover existing survey monumentation and provide field topography along the existing alignment and alternative alignments as applicable. The topographic map prepared using that data will also show existing utility information, hard shots on existing streets and driveways and significant trees (8" or larger.) Private improvements on adjacent parcels that may impact design will also be located.

Hard copies and computer files of the new topographic mapping with the roadway survey line located on the map will be submitted with the Alignment and Grade submittal.

Fixed Fee ... \$ 8,650

Task 2: Geotechnical Investigation

Field: The fieldwork will consist of contacting Bluestake for utility clearances, site reconnaissance by a geotechnical engineer to observe pavement conditions in St. Phillips Street and Bonita Street, and understand traffic control needs, and drilling and sampling with a 2WD, auger, drill rig. The planned exploration program consists of five, 5-foot-deep borings in the streets. The borings will be advanced to the specified depth or auger refusal, whichever occurs first, and backfilled and patched upon completion with excavated soils and cold-mix, asphalt concrete. A field engineer will log the borings and obtain bulk, ring, and split-spoon samples at selected intervals for logging and laboratory analysis.

Currently, only limited traffic control is assumed to be needed, and the lump-sum fee herein reflects that assumption. If the site reconnaissance indicates that more extensive traffic control is needed, the fee will need to be revised, and you will be advised prior to drilling.

Laboratory: Based on information obtained during the field exploration, the geotechnical engineer will develop a program to obtain data to be used in the formulation of pavement and earthwork design recommendations. All laboratory tests will be performed in general accordance with ASTM or locally accepted procedures. The program is expected to include the following types and quantities of tests:

- Moisture content (5)
- Dry density (5)
- Plasticity index (5)
- Gradation (5)
- Standard proctor (2)



Engineering: Included in this category are analysis of field and laboratory data; formulation of pavement and earthwork recommendations; and preparation of a design report by a professional engineer registered to practice in Arizona. The report will address, at a minimum, the following:

- Summaries of project information, services performed, observed site conditions, and field and laboratory data,
- Pavement section recommendations for flexible pavement for paved areas,
- Earthwork recommendations regarding site and subgrade preparation, materials, compaction, and inspection, and
- Boring location diagram, boring logs, and laboratory test results.

Fixed Fee . . . \$3,850

Task 3: Drainage Design

Drainage design for this project will require careful thought, attention to detail and nuances of the drainage patterns in the area. We anticipate that this project will require coordination between Tetra Tech, the Town of Payson, utility companies, and local affected residents. Drainage easements may be required at various locations. We propose the following outline approach to drainage considerations.

- **Existing Condition Evaluation** – Prepare existing condition hydrologic and hydraulic analyses of both segments to identify historical flow patterns to use as a benchmark for design alternatives.
- **Preliminary Design Condition Proposal** – Prepare preliminary design condition hydrologic and hydraulic analyses of both segments. Identify recommended design drainage flow patterns and infrastructure components. Prepare a letter report of findings and recommendations, along with exhibit drawings depicting the proposed design drainage scheme.
- **Meet with Town and Utility Companies** – Meet with the Town of Payson to agree on the proposed drainage scheme. Meet with utility companies to identify possible conflicts. Adjust the drainage scheme accordingly.
- **Prepare Final Drainage Design Report** – Prepare final hydrologic and hydraulic design calculations to support the design solution. These calculations will be documented in a Final Drainage Report, for review and approval by the Town of Payson.
- **Prepare a Storm Water Pollution Prevention Plan of Best Management Practice** for use during the construction phase.



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A drainage system for the project will be designed using natural conveyance and the roadway section as much as possible. Existing drainage patterns will be maintained wherever possible, with consideration given to the effects of releasing stormwater onto downstream properties.

The hydrologic analyses performed for this project will be done in accordance with the Town of Payson drainage requirements using ADOT methodologies. The Rational Method will be applied, but a unit hydrograph approach using HEC-1 will be used where necessary and prudent. Runoff peak flow rates resulting from the 10-year and 100-year recurrence interval storms will be estimated.

We anticipate design of storm drains to accommodate 10-year peak flows in excess of the street hydraulic capacity, roadway cross culverts, street side channels and erosion protection. Stormwater conveyance facilities will be hydraulically designed to accommodate the 10-year peak discharge. Each structure, and the street itself, will be checked using the estimated 100-year peak discharge for overflow and backwater considerations.

Fixed Fee . . . \$18,300

Task 4: Right-of-Way Map

We will prepare a Right-of-Way Map for the entire project showing existing rights-of-way; all additional rights-of-way or easements that need to be obtained to construct this project, and property ownership and addresses of any parcels affected by the required rights-of-way. We will also provide Legal Descriptions(s) for each needed piece of right-of-way or easement for each parcel of property.

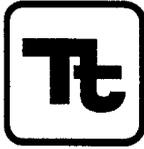
Time & Materials Not-to-Exceed . . . \$ 7,900

Task 5: Street Improvement Plans

Detailed Construction Plans will be prepared including pavement and drainage plans, intersection improvement plans and portions of intersecting roads requiring realignment, signing and striping plans, and other special details and typical sections as necessary to completely define the project construction requirements. Plan and profile sheets will be prepared at a scale of 1" = 20' horizontal scale and 1" = 4' vertical scale. Cross Sections (at approximately 50' interval) will be prepared at 1" = 10' horizontal scale and 1" = 5' vertical scale. The cross sections will not be included in the plans, but will be available for contractor or review.

The profile will be a three line profile showing existing and proposed grades for the roadway centerline and the curb and gutter on each side. Storm drains will be shown in the plan view only. Any necessary storm drain profiles will be shown on separate sheets. Progress sets of the construction plans will be submitted with each progress review submittal.

Fixed Fee . . . \$31,300



Task 6: Utility Coordination

We will coordinate with all affected utility companies concerning conflicts and/or relocations that are caused by this construction project. Any necessary relocations will be called out on the plans to be performed either by the contractor or affected utility company. This task includes pot-holing existing underground utilities that may conflict with proposed improvements.

Fixed Fee ... \$ 4,550

Task 7: Contract Documents

A project manual will be prepared for the project. The project manual will include supplemental specifications, special provisions, schedule of bid items, and the Town of Payson standard bid documents. The special provisions will also require the contractor to submit a traffic control plan to minimize interference with traffic during construction.

The project manual and Engineer's Estimate of Cost will be submitted, both in hard copies and computer disk compatible with WordPerfect or Word processing software.

Fixed Fee ... \$ 6,000

Task 8: Progress Submittals and Estimates

We will provide two sets of prints to the Town of Payson and one set of prints to other impacted utility companies and review agencies for each submittal as follows:

- **Alignment and Grade Submittal**
 - Existing topography
 - Preliminary Line and Grade
 - Preliminary Drainage Improvements

- **Preliminary Plan Submittal**
 - Line and Grade
 - Preliminary Drainage Design Report
 - Geotechnic Report
 - Preliminary Construction Notes
 - Preliminary Right-of-Way Map

- **Pre-Final Plan Submittal**
 - Pre-Final Plans
 - Preliminary Construction Cost Estimate
 - Preliminary Contract Documents
 - Final Right-of-Way map and Legal Descriptions



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- **Final Plan Submittal**
 - Final Plans
 - Final Drainage Design Report
 - Final Construction Cost Estimate
 - Final Contract Documents

This task also includes delivering the following documents to the Town of Payson prior to bidding and attending the Pre-Bid meeting for each segment:

- Original Sealed Final Plan Mylars;
- Original Sealed Final Contract Documents, including Information to Bidders, Specifications, General Conditions Supplement, Special Provisions, Measurement and Payment, Bid Form, Contract, Certificate of Insurance, Required Bonds and Contractor's Affidavit;
- Two sealed copies of the Geotechnical Report;
- Two sealed copies of the Final Drainage Design Report;
- Twenty sealed copies of the Final Plans and Contract Documents;
- All Final Drawings and Topographic Data in AutoCAD Release 2006 or later format on CD's;
- Contract Documents in WordPerfect or Word format on CD.

Fixed Fee ... \$ 3,250

Total Fixed Fee \$75,900

**Additional Services for Right-of-Way
Time & Materials Not-to-Exceed Fee \$ 7,900**

TOTAL NOT-TO-EXCEED FEE ... \$83,800