

COUNCIL DECISION REQUEST

SUBJECT: Bonita Street Phase 2

MEETING DATE: January 24, 2008

PAYSON GOAL: NEW: EXISTING: X

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: LaRon Garrett, Town Engineer

AMOUNT BUDGETED: \$80,000.00

SUBMITTAL TO AGENDA

EXPENDITURE REQUIRED: \$72,423.00

APPROVED BY TOWN MANAGER

CONT. FUNDING REQUIRED: \$0

EXHIBITS (If Applicable, To Be Attached): Proposed Contract

POSSIBLE MOTION

I move to approve the contract with The CK Group, Inc. to design Bonita Street Phase 2 (Bonita Street between Bently Street and Highway 87) for \$72,423.00 and authorize the Mayor to sign the contract documents.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

The Bonita Street Phase 2 reconstruction project will reconstruct the existing Bonita Street between Bently Street and Highway 87. The improvements will include one traffic lane in each direction, a bike lane in each direction, curb and gutter on each side, a sidewalk on one side and necessary drainage improvements within the right of way. This project has been planned for several years. In December of 2007 the Town Council approved a HELP Loan application to expedite the construction on this project. HURF Exchanges funds allocated to this project in 2011 and 2012 will help repay the HELP Loan.

The Existing roadway is in very poor condition and has needed repairs for some time. This project will reconstruct the road and improve the neighborhood. Funding was approved in the current year for this project. The funding included \$80,000 for design and \$170,000 to go toward right of way and construction.

In November, 2007 a Proposals were solicited from engineering firms that were interested in providing this design. Six firms responded to our request. All of the responding firms are in the Phoenix area. After reviewing the proposals, the CK Group received the highest ranking. Staff has negotiated a Scope of Services and Fee for this project with the CK Group and we are now ready to move forward with the design.

Staff recommends approval of this contract.

PROS: This project will be a major improvement for the vehicular, bicycle and pedestrian traffic in the Bonita Street Area.

CONS: There will be some inconvenience for the adjacent neighborhoods during the construction period.

PUBLIC INPUT (if any): Staff has received numerous comments from the public requesting that this road be improved.

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COUNCIL DECISION REQUEST

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes): This project was included as a top priority on the Surface Transportation Advisory Committee Street priority list approved by the Committee on May 2, 2007 and by the Town Council on May 17, 2007.

FUNDING:

Account Number: 430-442.000-992.035	Title: Bonita Street Improvements	Amount: \$ 250,000
Account Number:	Title:	Amount: \$
Account Number:	Title:	Amount: \$
Account Number:	Title:	Amount: \$
		Total Cost: \$250,000

CFO: _____ Date: _____

**AGREEMENT
BETWEEN THE CK GROUP, INC.
AND THE TOWN OF PAYSON
FOR PROFESSIONAL SERVICES IN CONNECTION WITH
BONITA STREET PHASE 2 RECONSTRUCTION
(BENTLY STREET TO HIGHWAY 87)**

THIS AGREEMENT entered into this ___ day of _____, 2008 by and between The CK Group, Inc., 16448 N. 40th Street, Suite A, Phoenix, AZ 85032, (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:

Provide construction plans and contract documents for the Reconstruction of Bonita Street between Bently Street and Highway 87.
- C. Time for Completion. The professional engineering design and contract documents for the Reconstruction of Bonita Street between Bently Street and Highway 87 as defined in Attachment "A", Scope of Services, shall be completed within ninety (90) calendar days from date of execution of this contract and issuance of the Notice to Proceed.
- 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. If the extra services are provided on an hourly basis the rates as shown in Attachment 'B'. 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 therefore 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 Two Thousand, Four Hundred Twenty Three Dollars and No/100 (\$72,423.00).

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 therefore 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 1.00 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: (928) 474-5242
FAX: (928) 472-7940

By: _____
Mayor

Attest
Town Clerk

The CK Group, Inc.
16448 N. 40th Street, Suite A
Phoenix, AZ 85032
Phone (602) 482-5884
FAX: (602) 482-2885

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 _____, 2008.

By _____
Samuel I. Streichman, Town Attorney

EXHIBIT 'A' SCOPE OF SERVICES

Prepared by the CK Group, Inc.



the
CK
Group, Inc.

16448 N. 40th St. Suite A
Phoenix, AZ 85032

TOWN OF PAYSON BONITA SREET IMPROVEMENTS EAST LIMITS TO WEST LIMITS

SCOPE OF WORK

CIVIL ENGINEERING DESIGN SERVCIES PREPARATION OF IMPROVEMENT PLANS BONITA STREET, HIGHWAY 87 TO BENTLY STREET

INTRODUCTION AND PROJECT LIMITS

The proposed Bonita Street design services will prepare roadway improvement plans for Bonita Street, between Highway 87 and Bently Street, approximately ½ mile in length, as an extension of improvements previously designed under St. Philips and Bonita St. project. The existing roadway is two lanes (one in each direction) with a drainage ditch system and storm drain conveyance crossings. The existing roadway and drainage systems will be reviewed and evaluated and will be used in determining drainage system, roadway & pavement design, access and safety improvements. Bonita Street design improvements will include two travel lanes (one in each direction), two bike lanes (one in each direction), curb and gutter on both sides, and a sidewalk along the south side of the project.

Drainage crossings will be located and sized to accommodate existing drainage patterns and flows, as well as additional drainage capacity due to roadway improvements. Downstream drainage conditions at select locations will be analyzed for additional capacity improvement requirements. Existing Right-of-Way (R/W) will be located to determine any R/W needs for constructing improvements. Coordination with stakeholders is essential for the successful completion of both the design and construction of the proposed improvements. A partial list of stakeholder may include the Town of Payson, property and business owners along Bonita Street, ADOT, and utilities.

SCOPE OF WORK

The fee proposal (Exhibit C) attached with this scope of work is tied to the proposed project work plan (Exhibit B). The information provided in the work plan defines the extent of work effort and anticipated work products necessary for completing the roadway improvement design effort. CK proposes to complete the Bonita Street design efforts within a three (3) month timeframe.

TASK 1 – MEETINGS AND COORDINATIONS

1.1 Project Update Meetings

It is estimated that CK will attend up to 4 project update meetings with the Town of Payson staff, during the proposed 3-month timeframe. The purpose of these meetings

would be to keep staff fully informed and updated on progress being made. It would also provide opportunities to address design issues such as design parameters, assumptions made, Town preferences, and review comment resolution.

1.2 Coordination with Utilities and Agencies

Three (3) utility coordination meetings are anticipated with utilities agencies along the project corridor, including ADOT, power, telecommunications, gas, water and sewer to coordinate and document how these utilities might impact or be impacted by the proposed improvements.

TASK 2 – DATA RECONNAISSANCE, COLLECTION, FIELD SURVEYS & BASE MAPPING

2.1 Gather and Record Information

CK will gather available studies, reports, plans and as-builts relevant to the project from the Town for review and summarize the findings in a Data reconnaissance memorandum.

2.2 Topographical Survey

CK will conduct a design level ground-based topographical survey of existing facilities and conditions within the project limits. Particularly, existing survey monumentation and field topography data will be collected along the existing alignment, including existing right-of-way limits, pavement, drainage systems, exposed utility facilities, access points, adjacent private improvements, and significant trees (6-inches or larger). Collected data, along with existing utility information, will be used to prepare topographic maps. The topographical survey will include data collected along the entire project limits. Data will be collected in 50-foot cross sections and include R/W limits, edge of pavement, centerline, grade breaks, observed utility facilities, and obstructions within and adjacent to approximate construction and R/W limits.

CK will notify 'Blue Stake' three days prior to the start of the field survey. Accessible above ground utilities will be located, including water valve nuts and rims, water and gas meters, electric/communication vaults and boxes, manholes, sewer and storm drain rims and inverts, fire hydrants, power and light poles. Below ground utilities will be located according to as-built and blue stake information. Hard copies and computer files of the new topographical mapping with the roadway survey line located on the map will be submitted with each submittal.

2.3 Base Mapping

Utilizing topographic surveys and mapping, along with aerial photographs provided by the Town and as-built data provided by utility companies, CK will prepare an AutoCAD 2007 electronic base map of the project limits.

TASK 3 – GEOTECHNICAL INVESTIGATION

3.1 Field Investigation

The fieldwork will consist of contacting Bluestake for utility clearances, site reconnaissance by an engineer to observe pavement conditions within the project limits, and to understand traffic control needs, and drilling and sampling locations for a 2WD auger drill vehicle. The planned exploration program consists of 5-foot deep borings within the limits of the existing pavement. The borings will be advanced to the specific 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, limited traffic control is assumed to be needed. If further site reconnaissance and site conditions indicate additional traffic control is required, the fee will need to be revised to reflect the more extensive traffic control needs.

3.2 Laboratory Analysis

Laboratory analysis will be based on information obtained during the field exploration. A 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 will include all samples and investigation required to provide a pavement design for the project.

3.2 Engineering

Engineering will include the analysis of field and laboratory data, formulation of pavement and earthwork recommendations, and preparation of a design report by a professional engineer registered in the State of Arizona. At a minimum, the report will address:

1. Project information summary, services performed, observed site conditions, and field and laboratory data
2. Pavement section recommendations for asphalt pavement in paved areas
3. Earthwork recommendations for site and subgrade preparation, materials, compactions, and inspection, and
4. A boring location diagram, boring logs, and laboratory test results

TASK 4 – DRAINAGE DESIGN

Drainage design for this project will require careful attention to the existing drainage patterns and diligent coordination with the Town of Payson, ADOT, utilities, and adjacent property owners. The drainage system for this project will be designed utilizing existing, natural and

historical conveyance patterns and the roadway system as much as possible. Existing drainage patterns will be used whenever possible.

The hydraulic analysis will be performed adhering to the Town of Payson requirements utilizing approved ADOT methodologies. The Rational Method will be used. Peak flow runoff rates resulting from the 10-and 100-year recurrence interval storms will be estimated.

The storm drain design will accommodate the 10-year peak flows in excess of the hydraulic capacity of the street, cross culverts, and erosion protection. Stormwater conveyance facilities will be hydraulically designed to accommodate the 10-peak year discharge. Structures and street capacity will be verified against the estimated 100-year peak discharge for overflow and backwater conditions.

4.1 Existing Conditions

Prepare existing conditions hydrologic and hydraulic analysis for the project limits. Upstream and downstream analysis will be required to determine actual flow rates, conditions, and locations.

4.2 Preliminary Drainage Design

Prepare preliminary drainage design plans. Identify existing design flow patterns and infrastructure components and improvements. Prepare memorandum of drainage findings and recommendations, including maps and exhibits.

4.3 Coordination

Meet with Town of Payson and ADOT to discuss existing drainage and proposed improvements and locations. Adjust proposed drainage improvements as needed/requested.

4.4 Final Drainage Report

Prepare final hydraulic and hydrologic design calculations in support of drainage proposed drainage design. Calculations will be documented in a Final Drainage Report for approval by Town of Payson.

4.5 Final Drainage Design Plans

Prepare final drainage plans based on initial Drainage Report recommendations. Final drainage plans will include a Storm Water Pollution Prevention Plan (SWPPPP) as required by Town of Payson.

TASK 5 – RIGHT-OF-WAY REQUIREMENTS

Prepare Right-of-Way (R/W) maps for the project limits showing existing R/W. Additional R/W or R/W easement needs will need to be obtained for the project. R/W needs and locations will be determined and maps, legal descriptions, and exhibits will be prepared for the Town to use during the R/W acquisition process.

TASK 6 – STREET IMPROVEMENT PLANS

Prepared by the CK Group, Inc.

A complete set of Plans, Specifications, and Estimates (PS&E) will be developed for this project. Detailed construction plans will be prepared that will include pavement and drainage plans, intersection plans, access modification plans, signing and striping plans, details, and quantity sheets. Specifications required for construction will be developed, along with an engineers estimate.

Plan and profile sheets will be prepared with a scale of 1" = 20' horizontal, and 1" = 4' vertical. Cross sections, typically at 50-foot intervals, will be prepared at appropriate scales for the project. Typical cross sections and special cross sections may be included in the plans for further contractor clarification.

The roadway profile will consist of a three-line profile depicting roadway centerline and curb and gutter (or flow line) for each side. Storm drains will be shown in plan view only. Necessary storm drain profiles will be shown on separate sheets. Progress sets of construction plans will be submitted with each review submittal (typically 30%, 60%, 90% and final).

TASK 7 – CONTRACT DOCUMENTS

A project manual will be prepared for this project. The project manual will include supplemental specifications, special provisions, a bid tabulation schedule, and the Town of Payson standard bid documents. The special provisions will require the contractor to submit a traffic control plan for Town approval, prior to construction.

TASK 8 – QUALITY CONTROL/ ASSURANCE

8.1 Design Quality Control/ Quality Assurance

CK will perform quality control reviews of our work prior to submittals utilizing standard checking processes plus separate review of project documents by the independent quality control engineer dedicated to this contract.

TASK 9 – PROGRESS SUBMITTALS AND ESTIMATES

For each submittal, CK will provide two sets of prints to the Town of Payson and one set of prints to other effected utilities and agencies for review.

9.1 Existing Conditions and Grade Submittal (30% Submittal)

Existing conditions and grade submittal will include existing topography, preliminary roadway grades, and preliminary drainage improvements.

9.2 Preliminary Plan Submittal (60% Submittal)

Preliminary plan submittal will include roadway grade profiles, preliminary drainage report, geotechnical report, preliminary construction notes, and preliminary R/W map showing areas on additional R/W need.

9.3 Pre-Final Submittal (95% Submittals)

The pre-final submittal will include Pre final plans, preliminary construction cost estimates, preliminary contract documents, and final R/W map and legal descriptions.

9.4 Final PS & E Submittal

The final submittal will include final plans, specifications, construction cost estimates, construction documents, and the final drainage report.

9.5 Final Contract Documents

Upon Town of Payson final approval of documents, originals, sealed construction documents will be submitted. All construction documents will be wet sealed by the engineer of record duly registered in the State of Arizona.

Final contract document submittal will include the following:

- One original final plan Mylar
- Original sealed final contract documents, including: General Conditions Supplement, Special Provisions, Measurement and Payment
- Two sealed copies of the Geotechnical Report
- Two sealed copies of the final Drainage report
- Twenty sealed copies of the Final plans and Contract Documents
- Electronic copies of all final drawings and topographical data in AutoCAD, release compatible with Town of Payson capabilities.
- Electronic copies of Contract Documents in Word format.

TASK 10 – POST DESIGN SERVICES

Upon completion of the project design, CK will to perform post design services including attending one pre-submittal meeting, researching and responding to contractor RFI's, preparing and issuing addenda, attending project bid opening meetings, reviewing bids against submittal requirements, providing award recommendations, and attending the Council award meeting.

CK is also available to perform additional post design services, such as project management; reviewing contractor material; progress, and payment submittals for approval reviewing Change Orders; providing project survey control data; project inspection, project closeout and as-builts documentation. Post design services, if requested, will be provided under a separate agreement, subject to the CK rate sheet in Attachment A.

TASK 11 - COMMITMENT AND SUPPORT FROM THE TOWN OF PAYSON

The Town will support the design team in the following key areas:

12.1 Expeditious Submittal Reviews and Comment Resolutions

To meet the proposed delivery schedule, the Town will commit to a typical submittal review turn around time of two weeks. If required, CK study team will arrange and hold pre-submittal and comment review meetings prior to official product deliveries.

12.2 Timely Decision Making on Request for Information (RFI)

It is anticipated that questions will arise in the course of completing this project. CK proposes that the Town commit to a maximum of three business days turn around time on requests made to staff for information. Every effort will be made to limit questions to only those that the Town staff can provide answers.

12.3 Release of Relevant Available Data

The following are some of the information and data that the study team will require from the Town immediately following issuance of the Notice to Proceed:

- (a) As-built plans within and adjacent to the project limits
- (b) Available reports, traffic and drainage analysis data
- (c) Utility and Town Section Maps showing existing R/W information
- (d) Town easement requirements for sidewalk, driveways, appurtenances, etc.
- (e) Available traffic counts on all or any roadway segment in the project limit
- (f) Available pavement and drainage inspection reports
- (g) List of current projects and those proposed by the Town for the near future
- (h) Most recent aerial photos



the CK Group, Inc.

16448 N. 40th St. Suite A
Phoenix, AZ 85032

**DERIVATION OF COST PROPOSAL SUMMARY
TOWN OF PAYSON - BONITA STREET IMPROVEMENT PROJECT**

ESTIMATED DIRECT LABOR

<u>Classification</u>	<u>Estimated Workhours</u>	<u>Average Hourly Rate</u>		<u>Labor Cost</u>
Project Principal	10	180.00	\$	1,800.00
Project Manager	46	125.00	\$	5,750.00
Senior Project Engineer	62	110.00	\$	6,820.00
Project Engineer	298	90.00	\$	26,820.00
Surveyor	28	80.00	\$	2,240.00
GPS Survey Crew	48	125.00	\$	6,000.00
Materials Lab Supervisor	24	85.00	\$	2,040.00
Technician/Drafter	276	65.00	\$	17,940.00
Secretary/Clerical	6	55.00	\$	330.00
Total Direct Labor	<u>798</u>			
		Total Estimated Direct Labor	\$	69,740.00

ESTIMATED DIRECT EXPENSES

<u>CLASSIFICATION</u>	<u>No. of ITEMS</u>	<u>BILLING RATE</u>		<u>TOTAL</u>
<small>(Listed By Item at Estimated Actual Cost - NO MARKUP)</small>				
Presentation Boards (square feet)	-	\$ 10.00	\$	-
Reproduction D-Size (Final Plans) - Vellum	20	\$ 10.00	\$	200.00
Reproduction D-Size - Bond	80	\$ 2.50	\$	200.00
C-Size (60, 95, 100% Plans - 11X17)	300	\$ 1.00	\$	300.00
Colored prints (8.5x11)	-	\$ 1.00	\$	-
Colored prints (11x17)	-	\$ 2.00	\$	-
Letter Size including photocopies (8.5X11)	1,200	\$ 0.10	\$	120.00
Personal Vehicle Mileage	2,500	\$ 0.485	\$	1,213.00
Courier Delivery	4	\$ 20.00	\$	80.00
Travel (Per Diem)	6	\$ 50.00	\$	300.00
Lodging (nights)	3	\$ 90.00	\$	270.00
		Total Estimated Direct Expenses	\$	2,683.00

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

NIL

AT COST

Total Estimated Outside Services \$ -

TOTAL ESTIMATED COST \$ 72,423.00

CONSULTANT FIRM SIGNATURE

January 15, 2008

DATE

EXHIBIT 'B'
SUPPLEMENTARY CONDITIONS

THE CK GROUP RATE SHEET

DIRECT LABOR

CLASSIFICATION	HOURLY RATE
Principal	\$ 180.00
Sr. Project Manager	\$ 150.00
Project Manager	\$ 125.00
Sr. Project Engineer	\$ 110.00
Sr. Geotechnical Engineer	\$ 105.00
Project Engineer	\$ 90.00
Associate Engineer/ Designer	\$ 80.00
Surveyor	\$ 80.00
GPS Survey Crew	\$ 125.00
Material Lab Supervisor	\$ 85.00
Material Field Technician	\$ 70.00
Material Lab Technician	\$ 65.00
Technician/Drafter	\$ 65.00
Project Administrator	\$ 70.00
Secretary/Clerical	\$ 55.00

DIRECT EXPENSES

CLASSIFICATION	BILLING RATE
(Listed By Item at Estimated Actual Cost - NO MARKUP)	
Presentation Boards (square feet)	\$ 10.00
Reproduction D-Size (Final Plans) - Vellum	\$ 10.00
Reproduction D-Size - Bond	\$ 2.50
C-Size (60, 95, 100% Plans - 11X17)	\$ 1.00
Colored prints (8.5x11)	\$ 1.00
Colored prints (11x17)	\$ 2.00
Letter Size including photocopies (8.5X11)	\$ 0.10
Personal Vehicle Mileage	\$ 0.49
Courier Delivery	\$ 20.00
Travel (Per Diem)	\$ 50.00
Lodging (nights)	\$ 90.00
Photos (film + processing)	\$ 20.00

Effective July 1, 2006