COUNCIL DECISION REQUEST

SUBJECT: C. C. Cragin Raw Water Service Line

MEETING DATE: December 13, 2012

SUBMITTED BY: LaRon Garrett, Asst. Town Manager

SUBMITTAL TO AGENDA
APPROVED BY TOWN MANAGER

DAS

AMOUNT BUDGETED: $4,250,000.00

EXPENDITURE REQUIRED: $62,197.00

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

POSSIBLE MOTION:

I move to approve the contract with Tetra Tech, Inc. to design the C.C. Cragin Raw Water Service Line between the C.C. Cragin Water Treatment Plant and the intersection of Tyler Parkway and Highway 260 for a maximum fee of $62,197.00, and authorize the Town Manger to sign the necessary contract documents.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

During the course of design for the C. C. Cragin water project it has become evident that the Town would benefit by being able to have access to raw (untreated) C.C. Cragin water as well as treated potable water from the project. This raw water can be used for a variety of purposes such as landscape irrigation, flowing stream, etc.

Staff requested that Tetra Tech, Inc., a local engineering firm, provide a proposal to design a raw water service line between the C.C. Cragin Water Treatment Plant at Mesa del Caballo and the intersection of Tyler Parkway and Highway 260. This line will run in a joint trench from the treatment plant to Tyler Parkway with the treated water line that has been previously designed by Tetra Tech, Inc. The raw water service line will be in a separate trench along Tyler Parkway to Highway 260.

The design of this raw water service line will be on a Time and Materials basis with a maximum cost of $62,197.00.

PROS:

This line will allow more efficient use of the C. C. Cragin Water.

CONS:

None

FUNDING:

Acct:662-5451-00-8600	Budget:$4,250,000	Available: 3,090,914	Expense: 62,197	Remaining: 3,028,717
Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:

FM: Tammy A Erlaw for Hope Gibbs Date: 12/10/12

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C. C. CRAGIN RAW WATER SERVICE LINE CONTRACT
BETWEEN
TETRA TECH, INC.
AND THE TOWN OF PAYSON

1. **Parties.** The parties to this Contract are Tetra Tech, Inc., a Delaware Corporation authorized to do business within the State of Arizona, ("Consultant"), and the Town of Payson, an Arizona municipal corporation, (Town) (collectively, the "Parties"). The Town and the Consultant agree as follows:

2. **Scope of Services**

   2.1 In general, to provide design services for a Raw Water Service Line between the C. C. Cragin Water Treatment Plant and the intersection of Tyler Parkway and Highway 260. See Attached Exhibit 'A' for the detailed Scope of Services.

   2.2 Extra Services. Consultant shall provide extra services, not specifically called for in the Scope of Services, upon request or authorization of the Town 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 Consultant in the Special Provisions, if any, is complete and sufficient to accomplish the purposes of this Contract.

   2.4 Changes. If the Town has requested modifications or changes in the extent of the Project, the time of performance of the services of Consultant and the compensation shall be adjusted appropriately and shall be incorporated in written amendments to this Contract. Consultant shall perform no modification, changes or additional work, except as and until authorized in writing by the Town to do so.

   2.3 Supplementary Conditions. Supplementary Conditions, if any, are set forth in Attachment 'C'.

3. **Effective Date and Term.**

   3.1 This Contract shall be effect on the date of the last signature of the Parties and shall terminate on completion of the project.

   3.2 The project shall be completed on or before March 1, 2013.

   3.3 Delays Beyond the Control of the Consultant. Events beyond the control of the Consultant may occur which may delay the performance of the Scope of Services.

In the event of such delay, the Consultant shall notify the Town in writing of the delay and Town shall extend the time of performance appropriately.

4. **Professional Fees and Payment.**

4.1 Fees. The Town shall pay Consultant an hourly rate according to the attached Exhibit 'B' up to a maximum of Sixty Two Thousand, One Hundred Ninety Seven Dollars and No/100 ($62,197.00) for the work defined in the Scope of Services

4.2 Payment. Consultant will submit to the Town monthly invoices based on a percentage of work completed along with all reimbursable expenses incurred. The Town will pay the invoice within thirty (30) days of receipt. If the Town fails to pay any invoice within thirty (30) days after receipt, the amount due shall include a charge at the rate of 1.50% per month. In addition, Consultant may suspend services until it has been paid in full all amounts due it for services and expenses. Consultant 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 Contract.

5. **Insurance.** Consultant shall provide and maintain the minimum insurance coverage as follows:

5.1 Workers Compensation Insurance to cover obligations imposed by Federal and State Statutes having jurisdiction of its employees engaged in the performance of the Services, and Employer's Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS ($100,000).

5.2 Comprehensive General Liability insurance with a minimum combined single limit of TWO MILLION DOLLARS ($2,000,000) each occurrence. The policy shall include coverage for bodily injury liability, property damage liability, personal injury liability (including coverage for contractual and employee acts), and blanket contractual. The policy shall contain a severability of interests provision.

5.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) each occurrence with respect to Consultant's vehicles whether owned, hired, or non-owned, assigned to be used in the performance of the services.

5.4 Professional Liability insurance with a minimum limit of ONE MILLION DOLLARS ($1,000,000.00) per claim.

5.5 The policies required by Sections 5.2, 5.3, and 5.4 shall be endorsed to include

Town, its officers and employees as additional insureds, and shall stipulate that the insurance afforded for Town, its officers and employees shall be primary insurance and that any insurance carried by Town, its officers or employees shall be excess and not contributory insurance.

5.6 Consultant and its insurers providing the required coverages shall waive all rights of subrogation against Town and its officers, employees, and agents.

5.7 Prior to commencing Services, Consultant shall furnish Town with Certificates of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall provide that not less than thirty days advance notice of cancellation, termination, or alteration shall be sent directly to Town's representative as identified in Paragraph 15.2.

5.8 Town reserves the right to request and receive certified copies of any or all of the above insurance policies and/or endorsements.

6. **Indemnity.**

6.1 Consultant shall indemnify, hold harmless and defend the Town of Payson and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, damage, or injury to person or property by reason of any action or omission by Consultant, its agents, or employees on account of loss of or damage to any property and for injuries to or death of any person by reason of or arising out of any act or omission by Consultant, its employees and agents, or arising out of any defects in the methods, equipment or tools used, or in the manner of carrying on the Services itself, or arising out of workmen's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Consultant or out of claims under similar such laws.

6.2 Consultant shall further indemnify, hold harmless, and defend the Town and all of its employees and agents from any and all suits and actions, including costs of investigation and apprehension of persons involved, attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Town arising out of any dishonest act on the part of Consultant, its employees, agents, representatives, or subcontractors.

7. **Modification.** This Contract may only be amended or modified by a written instrument executed by the Town and the Consultant.

8. **Termination.** This Contract may be terminated by either Party upon thirty (30) days prior written notice. Upon termination, (a) the Town shall pay Consultant all monies owed under this Contract for all work performed up to the effective date of termination; and (b) all work performed by Consultant 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 Town.

9. **Taxes.** Consultant shall have exclusive liability for and shall pay all taxes and fees imposed in connection with any part of the Services. Consultant shall hold the Town harmless for these taxes and fees.

10. **Laws and Regulations.** Consultant and it employees shall comply with all applicable laws, ordinances, statutes, rules and regulations, of the United States, State of Arizona, and local governments, including but not limited to those relating to wages, hours, discrimination, and safety (including OSHA).

11. **Dispute Resolution.**

    11.1 This Contract shall be governed and construed in accordance with the laws of the State of Arizona.

    11.2 With the written consent of the Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Contract may 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.

    11.3 The venue for any such dispute shall be Gila County, Arizona. 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.

    11.4 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. Each party shall bear its own attorneys' fees without contribution from the other party.

12. **Cancellation (A.R.S. §38-511).** This Contract is subject to the provisions of A.R.S. § 38-511 which provides for cancellation of contracts by the municipality for certain conflicts of interest.

13. **Town Business License.** The Consultant shall obtain a Town business license. If the Consultant is exempt from the Town's business licensing requirements, it shall still provide the Town with the items required under Section 110.03(C)-(D) of the Town Code.

14. **Authorized Presence Requirements/Government Procurement (A.R.S. §41-4401).**

    14.1 Consultant and any Subconsultant employed by Consultant warrants their compliance with all Federal immigration laws and regulations that relate to their

employees and Arizona Revised Statutes Section 23-214(A).

14.2 A breach of the warranty under Section 14.1 above shall be deemed a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract.

14.3 The Town retains the legal right to inspect the papers of the Consultant or Subconsultant who works on this Contract to ensure that the Consultant or Subconsultant is complying with Section 14.1.

15. **Other Provisions.**

15.1 **Assignment.** Consultant shall not assign or subcontract the Contract or any part without the written consent of Town. The Town may withhold its consent for any or no reason. Any attempted assignment or subcontracting in violation of this Paragraph shall render this Contract void and of no effect.

15.2 **Notices.** All notices, filings, consents, approvals, and other communications under this Contract shall be made, delivered, or served, to:

Town:	Consultant:
Town of Payson	Tetra Tech, Inc.
303 North Beeline Highway	431 S. Beeline Highway
Payson, Arizona 85541	Payson, Arizona 85541
Attention: Debra Galbraith	Attention: Garrett Goldman

or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Communication delivered by certified mail shall be deemed delivered forty-eight (48) hours following deposit in the U.S. mail, postage prepaid. Notices delivered personally shall be deemed delivered upon delivery.

15.3 **No Partnership.** Consultant is an independent contractor. This Contract shall not create any employment relationship, partnership, joint venture, or other arrangement between the Parties.

15.4 **No Third Party Beneficiaries.** No term or provision of this Contract is intended to be for the benefit of any person or entity not a party, and no other person or entity shall have any right or cause of action hereunder.

15.5 **Counterparts.** This Contract may be executed in counterparts.

15.6 **No Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town of a breach of any of the covenants of this Contract shall be construed as a waiver of any proceeding or succeeding breach of the same or any other covenant or condition of this Contract.

15.7 **Non-Appropriation/Non-Receipt.** The Town shall not have any liability for any future payments of money or expenditures, except for those amounts appropriated, authorized, and administratively allocated for this work. The Town shall not have any liability for payments for which it is does not have sufficient revenues for such payments.

15.8 **Construction of Contract.** This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this Contract. The parties acknowledge that each has had the opportunity to seek legal counsel in the entry of this Contract.

15.9 **Further Documentation.** Each Party agrees in good faith to execute such further documents as may be necessary to carry out the intent of this Contract.

15.10 **Time of Essence.** Time is of the essence in this Contract.

15.11 **Time Periods.** Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Contract shall be deemed to expire at 5:00 p.m. (Payson time) on the last day of the applicable time period provided. If the time for the performance of any obligation expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

15.12 **Severability.** If any portion of this Contract is found to be invalid, such finding will not affect the validity of the remainder of this Contract.

15.13 **Authority.** The Parties represent that each is fully authorized to execute this Contract by the individual(s) executing below.

15.14 **Entire Contract.** This Contract contains the entire agreement between the Parties pertaining to the subject matter. All prior or contemporaneous oral or written agreements concerning the subject matter of this Contract shall have no effect.

15.15 **Publicity.** No information relative to the Project shall be released by the Consultant for publication, advertising, or any other purpose without the prior written consent of the Town.

15.16 **Ownership and Re-Use of Documents**. All documents prepared during the Scope of Services are the property of the Town, shall be provided to the Town upon request during the Contract, and without request at the conclusion of the Contract. Town will not reuse the documents for any other project without Consultant's written authorization. Pursuant to Arizona's Public Records Act, all documents may be subject to public disclosure.

15.17 **Scrutinized Business Operations.** Pursuant to A.R.S. §§35-391.06 and 35-

393.06 the Parties hereby represent that they do not have, nor any of their subcontractors have, and during the term of this Contract will not have a scrutinized business operation in either Sudan or Iran.

WHEREFORE, the parties have caused this Contract to be executed by their duly authorized representatives.

Tetra Tech, Inc.
a Delaware Corporation authorized to do business within the State of Arizona

By_____ _____
Dated

_____
Title

TOWN OF PAYSON,
an Arizona municipal corporation

By_____ _____
Debra Galbraith Dated
Town Manager

ATTEST:

_____
Silvia Smith, Town Clerk

APPROVAL AS TO FORM

By_____ _____
Timothy M. Wright, Town Attorney Dated

EXHIBIT 'A'

SCOPE OF SERVICES

C.C. Cragin Line "H" 8" HDPE Water Line Addition and Tyler Parkway 8" HDPE Water Line
December 3, 2012

C.C. Cragin Line "H" 8" HDPE Water Line Addition

Tetra Tech will modify the existing C.C. Cragin Line "H" Improvement Plans to include a parallel 8-inch diameter, HDPE raw water transmission line. The 8-inch diameter, HDPE raw water transmission line will be utilized to convey non-treated C.C. Cragin water from the C.C. Cragin Water Treatment Plant, located at the southwest corner of the Mesa Del Caballo Subdivision, parallel with the C.C. Cragin 18-inch, ductile iron water line in Mesa Del Road, across the Forest Service Campground, and then across private property to the E. Tyler Parkway right-of-way. The addition of the 8-inch diameter, HDPE raw water transmission line to the existing Line "H" Improvement Plans will include the following:

1. **Base Plan Modifications** – Tetra Tech will modify both the plan and profile base CAD files to show the 8-inch diameter, HDPE raw water transmission line. Tetra Tech anticipates that both water lines will be installed in a common trench, offset horizontally from each other and then benched vertically to provide 3-feet of cover over the 8-inch HDPE water line and 5-feet of cover over the 18-inch ductile iron water line. Tetra Tech will show the 8-inch diameter, HDPE water line in both plan and profile views.

2. **Plan and Profile Sheet Modifications** - Tetra Tech will modify each Line "H" plan and profile (11-sheets) to appropriately identify the 8-inch diameter, HDPE raw water transmission line with construction notes and quantities.

3. **Detail Sheet Modifications** – Tetra Tech will modify the Improvement Plan detail sheets to appropriately show the 8-inch diameter, HDPE raw water transmission line in the trench details and pavement replacement details.

4. **Engineer's Cost Estimate** – Tetra Tech will update the Line "H" Engineer's Cost Estimate to include the 8-inch diameter, HDPE raw water transmission line and associated construction quantities that are affected by the addition of the 8-inch water line (pavement replacement, etc.).

Tetra Tech proposes to perform the above described services on a Time & Material, Not-to-Exceed Basis.

Time & Material, Not-to-Exceed Fee . . . $9,025.00

Tyler Parkway 8" HDPE Water Line

Tetra Tech will Improvement Plans for the construction of a new 8-inch diameter, HDPE raw water transmission line from the southeast corner of the Good Samaritan Apartments on North Tyler Parkway, along Tyler Parkway to State Route 260. The 8-inch diameter, HDPE raw water transmission line will

connect to the 8-inch diameter HDPE raw water transmission line shown on the C.C. Cragin Treated Water Line Improvement Plans. Because the proposed pipeline will convey untreated water, Tetra Tech assumes the project will not require submittal or approval to ADEQ or other public agencies, besides the Town of Payson. The development of the 8-inch diameter, HDPE raw water transmission line will include the following tasks:

1. **Base Plan Preparation** – Tetra Tech will create a CAD base file of the corridor using the latest version of the Town of Payson Base Map (Townmap.dwg) and the Town of Payson 2005 Aerial Flight 2-foot contours. This base map will be supplemented by field survey of existing Bluestaked utilities. Field Surveying services will be provided by Golden Rule Surveying, LLC.

2. **Plan and Profile Sheet Preparation** – Tetra Tech will prepare 40-scale plan and profile sheets of the 8-inch diameter, HDPE raw water line. The plan and profile sheets will show the raw water transmission line in both plan and profile view with all identified utility and storm water conveyance structures identified. Construction notes and quantities will be included on the plan and profile plans.

3. **Detail Sheets** – Tetra Tech will prepare up construction details sheets supporting the 8-inch diameter, HDPE raw water transmission main. It is anticipated that a construction detail sheet specific to HDPE water line construction will need to be developed. Additionally, Tetra Tech will prepare specific details showing unique items along the water line (i.e. connection to the existing, private 8-inch diameter reclaimed water lines serving the Chaparral Pines Phase 3 irrigation storage lakes, rip rap details, pavement replacement details, etc.).

4. **Engineer's Construction Cost Estimate** – Tetra Tech will prepare an Engineer's Cost Estimate for the 8-inch diameter, HDPE raw water transmission line. All construction notes contained on the Improvement Plans will be included in the cost estimate.

Tetra Tech proposes to perform the above described services on a Time & Materials, Not-to-Exceed Basis.

Time and Material, Not-to-Exceed Fee . . . $53,172.00

Exclusions

- Geotechnical Investigations or Interpretation
- ADEQ or other public agency coordination, other than the Town of Payson
- Agency Review Fees

Total Time and Material, Not-to-Exceed Fee . . . $62,197.00

EXHIBIT 'B'

TETRA TECH

Schedule of Hourly Rates

Engineering and Architecture Services (EAS)

Unit / Region: IMR AZ - Standard Rates

Rates Effective Starting: January 2, 2012

Personnel	Billing Rate
Engineering	
Engineering Intern	$60.00
CAD Technician 1	$70.00
CAD Technician 2	$75.00
CAD Technician 3	$95.00
Sr CAD Designer 2	$130.00
Engineer 1	$85.00
Engineer 2	$97.50
Engineer 3	$120.00
Project Engineer 1	$136.00
Project Engineer 2	$150.00
Project Manager 1	$155.00
Project Manager 2	$175.00
Sr Engineer 2	$230.00
Survey	
Surveyor (RLS)	$150.00
Survey Crew Chief	$115.00
1-Person Survey Crew	$115.00
2-Person Survey Crew	$160.00
3-Person Survey Crew	$188.00
Field Services	
Construction Project Rep 1	$70.00
Sr Construction Project Rep 1	$85.00
Project Support Services	
Project Assistant 1	$55.00
Sr Project Administrator	$110.00
Reimbursables	
Mileage Any direct cost, such as reproduction, special photography, postage, delivery services, overnight mail, out-of-area telephone calls, printing, and any services performed by subcontractor(s) will be billed at cost plus 10% for handling. **or current GSA mileage rate in effect, if changed during effective period of this Schedule.*	0.65/Mile*

EXHIBIT 'C'
SUPPLEMENTARY CONDITIONS

NONE