



## COUNCIL DECISION REQUEST

SUBJECT: C. C. Cragin Water Lines G, H, and Untreated HDPE

MEETING DATE: 3-7-13

SUBMITTED BY: LaRon Garrett, Asst. Town Mgr. 

SUBMITTAL TO AGENDA  
APPROVED BY TOWN MANAGER

AMOUNT BUDGETED: \$4,500,500

EXPENDITURE REQUIRED: \$31,470

  
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EXHIBITS (If Applicable, To Be Attached): Contract, Schematic Map of the Pipeline Routes

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### POSSIBLE MOTION

I move to approve the contract for bidding services for C. C. Cragin Treated Water Lines G and H and the Untreated HDPE line with Tetra Tech, Inc. for a maximum of \$31,470 and authorize the Town Manager to sign the necessary contract documents.

### SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

C. C. Cragin Treated Water Line H runs from the Water Treatment Plant site in Mesa del Caballo, along Houston Mesa Road, to a point about 1,000 feet east of Highway 87. At that point it runs south to the property line between the Forest Service and the Town of Payson Tyler Parkway well site.

C. C. Cragin Treated Water Line G runs from the southwesterly end of Line H, southerly to Tyler Parkway, and then west to Highway 87 where it will connect with the future C. C. Cragin Line A.

The HDPE line will carry untreated C. C. Cragin water from the Water Treatment Plant site in Mesa del Caballo parallel with Lines H and G to Tyler Parkway and then easterly and southerly to the vicinity of Highway 260.

The design of these lines is nearing completion. The current schedule is to bid these three lines as two projects around the end of March. This proposed contract is to have Tetra Tech, Inc. provide the required documents and services to bid these projects.

### PROS:

This will allow construction on the C. C. Cragin project to continue.

### CONS:

MAR 07 2013 I. 2 .



## COUNCIL DECISION REQUEST

**FUNDING:**

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Acct: 662-5-5451-00-8600	Budget: \$4,500,500	Available: 2,169,800	Expense: 31,470	Remaining: 2,138,330
Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:

FM: Hope Club

Date: 2-27-13

**C. C. CRAGIN LINE G, H, & HDPE  
BIDDING SERVICES 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 bidding services for Treated Water Lines G & H and the Raw Water HDPE line between Mesa del Caballo and their terminus points within the Town of Payson. 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 Exhibit ‘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 June 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 Thirty One Thousand, Four Hundred Seventy Dollars and No/100 (\$31,470.00) 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 its 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:  
Town of Payson  
303 North Beeline Highway  
Payson, Arizona 85541  
Attention: Debra Galbraith

Consultant:  
Tetra Tech, Inc.  
431 S. Beeline Highway  
Payson, Arizona 85541  
Attention: Forrest Switzer

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 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  
Town Manager

\_\_\_\_\_ Dated

ATTEST:

\_\_\_\_\_  
Silvia Smith, Town Clerk

APPROVAL AS TO FORM

By \_\_\_\_\_  
Timothy M. Wright, Town Attorney

\_\_\_\_\_ Dated

## **EXHIBIT “A”**

### **Scope of Services Bidding Services for Lines “G”, “H”, and Raw Water HDPE**

Tetra Tech will prepare bidding documents and manage an open competitive bid process to select a contractor for the construction of two water line projects. Project One will consist of constructing Line ‘G’ from the Forest Service boundary near the Tyler Parkway Well to the connection with Line ‘A’ at Tyler Parkway and Highway 87. It will also include Line ‘H’ from the boundary of the new Water Treatment Plant site near Mesa del Caballo to the Forest Service boundary near the Tyler Parkway Well, all within the Tonto National Forest. In addition to the above, this project will also include a Raw Water Line from the Water Treatment Plant site near Mesa del Caballo to Tyler Parkway. Project Two will consist of constructing a Raw Water Line along Tyler Parkway to a connection with the Joint Facilities Management Corporation golf course water supply lines.

The bidding documents for Project One will include provisions necessary to conform with typical Arizona Water Infrastructure Financing Authority (WIFA) contract requirements. The bidding documents for Project Two will include provisions necessary to conform with Town of Payson requirements. The following elements may be included in both or only one of the sets of bid documents, as noted:

- Notice to Contractor’s Calling for Bids
- Instruction to Bidders
- Bidders Checklist
- General Conditions
- Special Conditions and Provisions
- Forest Service General Conditions (Project One Only)
- Forest Service Special Conditions and Provisions (Project One Only)
- Contract Forms Including:
  - Bid Proposal
  - Bidding Schedule
  - Bid Guaranty Bonds
  - Affidavit of Non Collusion
  - Certification of Bidders Experience and Qualifications
  - Statement of Bidders Qualifications
  - List of Proposed Subcontractors
  - List of Equipment and Material Suppliers
  - Certificate of Insurability
  - Davis-Bacon Act Certification Forms (Project One Only)
  - Disadvantaged Business Enterprise Forms (Project One Only)
  - Construction Contract

- Contract Performance Bond
- Contract Payment Bond
- Notice of Award of Contract and Acceptance
- Notice to Proceed
- Contract Plans

The bidding process for this project will include Tetra Tech’s coordination of and participation in the following elements:

**A. SUBMITTAL TO TOWN OF PAYSON FOR REVIEW**

Submit Bidding Documents for both Projects to the Town for review and make revisions as requested by Town and Staff.

**B. PRINTING AND BINDING OF BID DOCUMENTS**

Print and Bind 25 sets of Plans and Bidding Documents for Project One and 10 sets for Project Two.

**C. ADVERTISING BID**

Submit Advertisement document to the Town of Payson for their use in Publication of the Bid, and deliver “for review only” electronic copies (pdf) of Bid Documents to requesting Plan Rooms for both Projects. All publication fees will be the responsibility of Town of Payson and are not included in this proposal.

**D. ISSUE OFFICIAL SETS OF BID DOCUMENTS**

Collect Fees and Issue Official Sets of Plans and Bidding Documents to Bidders, keeping records of numbered sets and Contractor contact information for both Projects.

**E. MANDATORY PRE-BID MEETING & JOB WALK**

Conduct individual Mandatory Pre-Bid Meetings for each Project, including a Presentation. This will include question and answer periods, and an opportunity for the Contractors to review site conditions. The meeting will begin and end in the Town of Payson Council Chambers. Questions about soil reports, traffic control, and sanitary facilities will be discussed. Attendance will be taken and recorded to verify qualified bidders.

**F. ADDENDUM #1**

It is anticipated that the Pre-Bid Meeting will raise questions that need resolution. After discussion with the Town of Payson Staff, an Addendum for each Project will

be issued to resolve these questions, and will be sent via FedEx, email, fax or other acceptable means to each qualified bidder. FedEx charges will be considered a Reimbursable Item.

#### **G. BID PERIOD QUESTIONS & ANSWERS**

Tetra Tech will receive and make a written record of all questions received during the Bid Period. Tetra Tech will respond to these questions, or consult with the Town Staff and then respond to the questions. Additional Addenda for each Project will be issued via FedEx, email, fax or other acceptable means as the need arises, consolidating questions and answers into groups to minimize the number.

#### **H. RECEIPT AND ANALYSIS OF BIDS**

Bids will be received and opened at the Town of Payson by Tetra Tech staff who will open, check, and read aloud each submitted Bid. A Bid Analysis spreadsheet will be prepared by Tetra Tech for each Project showing unit prices and totals for review by Tetra Tech and Town Staff. Tetra Tech in conjunction with the Town will select Qualified Bidder's for Project Interviews.

#### **I. CONTRACTOR INTERVIEW**

For each project, Tetra Tech and Town Staff will interview the Qualified Bidder to determine if they understand the Project and the Project Constraints. Typical questions will include available staffing, available supervision, equipment to be used, schedule, etc. Based upon this interview, notification of preliminary award may be given to the Contractor's and they will be requested to deliver the signed Contract and all Bond, Insurance and Contract Forms.

#### **J. CONTRACT AWARD**

Upon satisfactory delivery of the Contract Forms, Certificate of Insurance and Bonds, the Town of Payson will request Council review and approval of the Contracts. The Town of Payson will then issue a Notice of Award. Tetra Tech will return all Bid Bonds to non-awarded bidders.

#### **K. PRE-CONSTRUCTION MEETING**

A Pre-Construction meeting will be conducted for each Project at the Town of Payson, with the Contractor being required to submit Schedule of Construction and other activity submittals. A Notice to Proceed will be issued.

**TOTAL TIME & MATERIALS, NOT-TO-EXCEED FEE ..... \$31,470.00**

**EXHIBIT "B"**



**Schedule of Hourly Rates**

Engineering and Consulting Services (ECS)

Unit / Region: IMR AZ - Standard Rates

Rates Effective Starting: January 2, 2013

<b>Personnel</b>	<b>Billing Rate</b>
<b>Engineering</b>	
Sr Project Manager	\$213.50
Project Manager 1	\$158.50
Project Manager 2	\$178.00
Project Engineer 1	\$140.50
Project Engineer 2	\$150.00
Engineer 1	\$86.00
Engineer 2	\$97.50
Engineer 3	\$120.00
CAD Technician 1	\$70.00
CAD Technician 2	\$77.00
CAD Technician 3	\$95.00
Sr CAD Designer 2	\$130.00
<b>Survey</b>	
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
<b>Field Services</b>	
Sr Construction Project Rep 1	\$50.00
<b>Project Support Services</b>	
Project Assistant 1	\$55.00
Sr Project Administrator	\$110.00
<b>Reimbursables</b>	
Mileage	0.60/Mile*
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.	

**EXHIBIT "C"**  
**SUPPLEMENTARY CONDITIONS**

**NONE**

