



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99654-7091
PHONE: (907) 373-9050
FAX: (907) 373-9085

COUNCIL MEMORANDUM 96-04

From: John T. Felton, Public Works Director/City Engineer

Date: January 3, 1996

Subject: Spruce Avenue, Phase I
Professional services Agreement

Spruce Avenue, Phase I has been chosen as the next phase in the City's road C.I.P. This project will realign the intersection of Spruce Avenue and the Wasilla Fishhook Road. The intersection will move south and form a cross with Peck street. Spruce Avenue will only be constructed from the Fishhook intersection to where it becomes tangent to the existing road way.

I chose Alaska Rim Engineering to perform this work as they have already designed the intersection as a portion of the Peck Street project. They are the most familiar with the project area, and therefore, can complete the project at the lowest cost.

I have negotiated the attached proposal for this work. It is detailed as to both price and scope of work. The Mayor and I are presently working with DOT/PF to obtain permission to construct the Fishhook intersection this summer. I believe that we will be able to do this.

I am not requesting that you approve the Project Administration proposal at this time. After the DOT/PF grants us the authority to construct the intersection, I plan to complete Peck Street as a part of the bid for this job. Therefore, I will have to renegotiate the scope of services for the project administration. There is plenty of time to complete this phase and therefore no pressure to enter into a contract at this time.

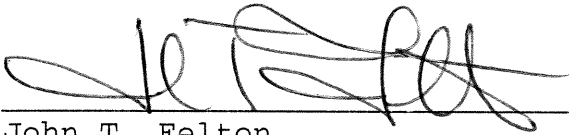
APPROVED

DATE: 1-8-96

BY: M. Dennis

Recommendation:

The Public Works Department recommends that the Council authorize the administration to enter into a professional services design contract with Alaska Rim Engineering for \$34,659 for Spruce Avenue, Phase I.



John T. Felton
Public Works Director/City Engineer



7 December, 1995

Jack Felton,
Public Works Director / City Engineer
City of Wasilla
290 E. Herning Avenue
Wasilla, AK 99654

RECEIVED

DEC 6 - 1995

City of Wasilla, Alaska

Re: Spruce Avenue Phase 1, design and construction services proposal

Dear Jack

Per your recent request, we are pleased to offer the following proposal. In preparing the documents, we have made assumptions which we have attempted to document. Please review carefully. We have attempted to comply with the intent of your request. If we have misinterpreted your request, please let us know and we will be happy to make any reasonable adjustments. This proposal is based on the assumption that the City will be successful in convincing ADOT to allow direct access onto Fishhook by both Spruce and Peck streets at the single proposed intersection without rebuilding Fishhook to include turn pockets.

We interpret your request as asking for a fixed fee per task proposal, and we are offering that for the *Preliminary Engineering* and the *Construction Documents* services. As a fixed fee agreement, we would bill each task and subtask based on the estimated percentage of completion, regardless of the actual hours expended -- provided that there has been no significant scope change. Alternately, if the City should so elect in advance, we will be willing to undertake this work on a time and materials basis, billing only for actual time and costs expended, but without the task or subtask budget limit.

The *Project Administration* is herein proposed on an actual time and materials cost basis. We anticipate that there will be a 90 or 120 day allowable period for the Contractor to perform the construction. Actual work will likely take only 20 or so days, but we have no control over what periods the Contractor will be working or the rate at which he performs the work. If the T & M proposal is unacceptable to the City, please let us know how many hours you would want us to budget for this task.

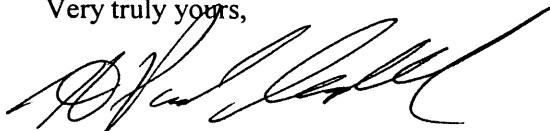
Our proposed scope is further defined in our standard AGREEMENT and our FEE SCHEDULE, both attached. As you are aware, we do maintain standard general liability insurance policies. However please note that in order to keep our rates competitive we have not yet purchased professional liability insurance. Because Wasilla is a highly valued client, we are offering these design services under the terms stated at our 1995 rates. We have contacted insurance carriers,

are considering purchase of the professional liability insurance. However, when we make that move, we will be forced to adjust our rates for the insured work.

In the spreadsheet showing the task cost breakdown we have included task assignments for individuals in order to demonstrate the general level of effort we are anticipating. The individual task assignments not intended to be binding or constraining. That is intended only to demonstrate one way in which each task can be approached. We do reserve the right to adjust personnel assignments within and between the tasks as needed to properly complete the project.

Again, thank you for allowing us the opportunity to present this proposal. We look forward to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "H. Paul Campbell", written in a cursive style.

H. Paul Campbell, P.L.S.
President

enclosures: Exhibit A, Scope of Work
 Exhibit B, Fee Schedule
 proposed Agreement
 sub-proposal from Mark Hansen

EXHIBIT A

Scope of Work

Per the City's Request for Proposal, following is a detailed proposed scope of engineering services For Spruce Avenue Phase 1 design and construction. Our understanding of the RFP is that the City wishes the proposal in a fixed fee per task format, so we have attempted to describe each task in detail. As described in our transmittal letter, we are willing to offer the *Preliminary Engineering* and the *Construction Documents* services on a fixed fee per task format. The *Project Administration* is herein proposed on an actual time and materials cost basis.

Professional services offered are further described in our standard AGREEMENT which is being transmitted with this proposal.

I. Preliminary Engineering

A. background / assessment

1. status meeting #1

Hold an initial meeting at the City of Wasilla to bring all team members up to speed on the status and objectives of the project as it is understood today. We suggest the meeting be attended by Jack Felton, Larry Bridge, Dick Lowman, George Schwaderer, and George Strother. Review design criteria and scope. Identify any known and unresolved design problems and options. Prepare a letter documenting the minutes of the meeting.

2. collect / review exist. data

Collect all old Alaska Rim files relating to Peck Street extension. Review all with respect to records which would be relevant to this project. Visit and walk site. Observe status of old survey markers.

3. letter report

Prepare a concept opinion of costs. Prepare a concept schedule. Prepare letter report to City noting relevant observations from the review of existing data.

4. preliminary coordination contacts

Make initial contact with MEA, MTA, Enstar, and Rogers. Identify and document one contact with each utility who will be responsible for

coordination on this project. Meet face-to-face with ADOT / Palmer, preferably on site and advise them of plans.

5. clearing contract

Prepare a separate request for construction bids for clearing and grubbing in the existing platted but uncleared right of way. Deliver to City. Answer bidder questions. Review bids and recommend award.

6. exclusions

It is assumed that the City will provide right of entry to all locations needed for the execution of this design contract. It is assumed that all right of way has been secured, and that the Engineer will not need to represent the City in right of way acquisitions. It is assumed that the City will separately provide any necessary formal title searches through a title company. It is assumed that there will be no public hearings.

B. survey and cross section

1. control research

This project ties to the section line right of way along the northerly boundary of section 3, Township 17 North, Range 1 West. The northeast corner of that section was tied in earlier surveying. For this project we propose to also tie the northwest corner to establish with absolute certainty the Spruce street alignment. While in the field, the crew will also reconfirm the integrity of the other existing nearby monuments used earlier. Based on the memory of staff members at Alaska Rim, Spruce is believed to run in a non-standard right of way. (The section line easement doesn't exist south of the section line, but a separate easement does.) Results of the survey and research will be presented to the City in a letter "route assessment report" prepared by a surveyor.

2. field survey

Survey control and cross sections have already been established in this area. Construction has changed the landscape south of Fishhook. Underground utilities may have changed along Spruce and/or Fishhook. We propose to contact utility companies and arrange utility pre-design locates. We would then field check cross sections where needed, and reestablish cross sections south of Fishhook and add cross sections along Spruce for 500 feet westerly of the point where this project is scheduled to end. We propose to tie underground utilities, set control for later geotechnical reference, prepare localized topo at intersections, and prepare localized topo at two driveways. Refurbish and establish monumentation for horizontal and vertical construction control.

C. *reduce notes / prepare base drawings*

1. *download/office comps*

Field work will be downloaded from the data collector into AutoCAD format. Necessary control calculations will be performed.

2. *update / edit / prepare base mapping*

Field data, now in AutoCAD format, will be compiled with Softdesk software to produce topographic plan views, and will be merged with previous data.. Property lines and underground utilities will be superimposed if and where any changes should be noted. We will ask the City to supply blueline copies of relevant sections of the Wasilla base mapping which the City has on mylar (for cross checking accuracy.)

D. *soils exploration*

A soils reconnaissance and report is recommended similar to that which Alaska Rim prepared for Southview and for Century Park. We propose to use Mark Hansen for this task. We anticipate one excavation/boring in the undeveloped area north of Fishhook, one approximately at the point where this new road will intersect Spruce, and one in the section of Spruce being abandoned (to confirm salvageable material.) The report will document field logging and lab work, and will recommend a suitable foundation design.

E. *preliminary plans & specs*

1. *set alignment*

The alignment previously established will be reviewed. If necessary the alignment will be adjusted. The alignment will be transferred to AutoCAD / Softdesk format, and a preliminary profile will be established in order to generate cross-sections. From that, computer generated plan, profile and cross sections will be generated. This working product will not be expected to balance quantities or in any other way to be final. Drawing callouts will be omitted at this stage. The working product will then be made available to the City staff for review if the City so wishes.

2. *status meeting #2*

Similar to status meeting 1.

3. *preliminary plans*

After the AutoCAD product is generated, Alaska Rim staff will spend several hours redlining, revising, and repeating the cycle until the design is optimum in the opinion of the engineer. From that we will produce plan / profile & cross-section sheets. Simultaneously, a cover sheet and legend will be drafted. Throughout this process, the engineer is addressing private driveway concerns, drainage design, old Spruce intersection closure design, and various design details.

4. exclusions

The design services proposed herein do not include extensions of City underground utilities. Drainage will be investigated on a localized basis but not on an areawide basis. ADEC regulations are unclear. It can be argued that ADEC requires submittal of all plans involving any earth disturbance. It is not common practice to do so where ADEC-related impacts are negligible. We do not propose to submit these plans for ADEC review, nor have we budgeted coordination time with ADEC. We are assuming there will be no public hearings or presentations. We have not budgeted time for conflict resolution if a private party chooses to contest, litigate, or attempt litigation of this project. We are assuming that ADOT will permit access to Fishhook generally as envisioned at the time the first set of plans for Peck Street were submitted for approval. (Per City direction, we are assuming that ADOT will reverse their condition that Fishhook will be upgraded: this proposal does not contain any budget for that upgrade.) We are assuming that ADOT will not object to the planned closure of the existing Spruce / Fishhook intersection.

F. coordination and reviews

1. Clearing contract observation

We anticipate three trips to the jobsite, with reports, to observe clearing contract progress.

2. City

Throughout the design, numerous contacts will be needed with City staff.

3. ADOT

We propose to work as close as reasonably possible with ADOT / Palmer, and will attempt to file permit application if the local office will accept it. It is our belief that the local office is our best avenue for ADOT cooperation. This project will need to be submitted to and reviewed and approved by ADOT / Anchorage. We are proposing one face-to-face meeting with Anchorage staff, because we believe that it is imperative that we satisfy ADOT concerns.

4. MSB

Spruce is the dividing line between the City and the Borough. The design will need to be coordinated with the MSB.

5. MEA, MTA, Enstar, Rogers

No major utility conflicts are anticipated on this project. However, there is at least one buried utility on Spruce. We are proposing to draft the contract documents in a manner which identifies potential conflicts, and provides separate agreements between the City and the utility companies for authorizing and directing the utility companies to relocate their

utilities prior to issuing the main contract Notice to Proceed. We anticipate that there may be disagreement regarding who is responsible for utility relocates. We feel the City will be better served by facing and resolving those disagreements as early as possible. This will require action by City staff. Alaska Rim is not authorized to negotiate contracts on the City's behalf. We are proposing to identify the conflicts and to draft technical documents showing what needs to be done. We are not budgeting time for contract negotiations relating to who will be responsible for paying for any relocates.

6. other interested parties

Public interest in Wasilla paving projects seems to run high. Sometimes one or more citizens will desire to have their input incorporated into the design. Alaska Rim welcomes citizen input, and we try hard to accommodate all well intended requests, but we cannot offer unlimited free engineering time. This is not a large project, and it is not anticipated to be controversial. For budgeting purposes we are assuming that there will be about 4 hours of activity related to satisfying the concerns of interested citizens. Beyond that we reserve the right to forward citizen requests to City staff unless directed by staff to perform the extra work.

7. Schwaderer reviews

This project will involve a significant City / State intersection. We propose to utilize the expertise of George Schwaderer, a transportation specialist, for oversight and quality control to ensure full compliance with ADOT / FHWA requirements, and to ensure a better product for Wasilla.

G. *preliminary specifications*

Technical specifications have already been drafted under an earlier project, of somewhat different scope. They were based on the old Wasilla Standard Specifications. We propose to review and update them, incorporating features specific to this project. Some specific features will include AC design based on the new soils information, incorporating the unfinished sidewalk and seeding portion of the 1994 / 95 Peck Street project, and adding a closure plan for the Spruce / Fishhook intersection being abandoned.

H. *preliminary report*

Preliminary documents will be transmitted to the City with an updated project schedule, preliminary anticipated quantities, and a preliminary Opinion of Costs. We propose to review these materials in Status Meeting # 3. After that, we anticipate a one week review period. Simultaneous with the City review we anticipate distributing approximately 10 review sets of the preliminary plans and specifications, including City (2 sets), MSB, ADOT / Anchorage, ADOT / Palmer, MEA, MTA, Enstar, and Rogers.

II. Construction Documents

A. *staff design review*

After preliminary plans are produced, it is common to find that there are specific areas where additional survey details are needed. We anticipate one day crew time for that task. The City RFP requests semi-permanent monumentation for the surveying, and that will be set under this task if the earlier work does not satisfy the need. Prior to finalizing the design, the design team needs to meet and review the preliminary plans in light of the review comments in order to effectively plan the final design.

B. *pre-final plans*

Typically many significant review comments are not received on a project of this nature until the “final” plans are produced. This leads to a situation in which the final plans are no longer final. It is ineffective use of design resources, and it leads to potential confusion when more than one version of stamped plans are in circulation. We recommend producing a complete set of documents including all sheets, ready for bid, but not including an engineering stamp. Each sheet will be stamped “Review Copy, Not for Bid” or similar.

C. *pre-final project manual*

As with the plans, the Project Manual will be stamped “Review Copy, Not for Bid.” Although there should be little change between the preliminary version of this document and the final version, it does represent a potentially critical element of a legal Contract. This document needs to be carefully reviewed by engineering staff in near final form for internal consistency and completeness, and for consistency with related documents such as City boilerplate, Anchorage Specifications, and ADOT requirements. In most contracts this document takes precedence over the plans. The importance of this task cannot be overemphasized.

D. *submittal report*

As with the preliminary documents, the pre-final set will be transmitted to the City with an updated project schedule, anticipated quantities, and an updated Opinion of Costs. We are not proposing a status meeting at this step. We do anticipate distributing approximately 15 review sets, including City (2 sets), MSB, ADOT / Anchorage (6 required), ADOT / Palmer, MEA, MTA, Enstar, and Rogers. We anticipate a three week review period for the pre-final plans due to the lengthy ADOT review process. The ADOT will not accept the plans for review unless and until the City agrees to pay ADOT staff for the review time. Payment for the ADOT review time is excluded from our proposal: we are assuming that the City will pay ADOT directly.

E. *final bid package (stamped)*

Comments will be incorporated. We will need to make one final QC review of the documents. We will then stamp the drawings and deliver 12 sets to the City, including 10 for bidder distribution as directed in the RFP.

III. Project Administration

A. *bidding assistance*

During bidding we will respond in writing to bidder questions, prepare any necessary addenda, prepare for and attend the prebid conference, and attend the bid opening. We are assuming that the City will (as in the past) wish to maintain the bidder's list, and that the City will assume responsibility for delivering notices and addenda to the bidders. In the past, Wasilla has tabulated the bids. We recommend that Wasilla consider having Alaska Rim perform the tabulation. If we are being retained to observe construction, we do virtually all of that work anyway, and our computer is already set up for the tabulation by virtue of our design work. Reproduction expenses during the bid process are virtually impossible to estimate. Sometimes the entire drawing set needs to be re-issued. If there are significant reproduction costs during the bidding caused by acts or decisions beyond the control of Alaska Rim, we reserve the right to bill for those expenses under the Additional Services portion of our proposed contract.

B. *construction staking*

The City RFP requests a cost for "construction staking." Anchorage Specifications provides two options for construction surveying: either the Owner provides the surveying under General Provision 4.8, or the Contractor provides the surveying under Technical Specification Section 65.00. In the past, Wasilla has preferred to opt for contractor-provided surveying, based on engineer-provided control. We are therefore assuming that the City is now requesting us to provide under "construction staking" the necessary control, plus (we recommend) periodic cross-sectioning and quantity checks. That is the basis on which we have prepared our cost proposal. We have not included slope staking. The slope staking cannot be precisely estimated at this point. If the City should wish us to provide that, we are willing to do so, but we request time to better establish the scope of the project before we submit that number.

C. *daily observations and reports*

We recommend full time project observation, and that is the basis for our cost estimate. We do recognize and understand the City's concerns about cost control, and we are willing, as on past projects, to offer periodic observation in lieu of full time. We are professionally obligated to point out that some project risks do increase with the lesser level of control. Our recommendations include engineering oversight in addition to the on-site observer. On past City projects we have retained an AC specialist during the placement of that critical item. We recommend that for this project also.

D. *materials verification*

Mark Hansen will be retained for all testing, including source testing and reports, in-situ soils testing and reports, AC testing and reports, and concrete testing and reports. Work proposed is as provided on previous project. We have spoken with Mr. Hansen about this specific project, and he has confirmed both willingness and price.

E. *coordination*

Typically during construction it becomes necessary to communicate with various affected parties. Included in the common list are various City staff members, MSB, ADOT, private utilities, and private citizens. Often this work requires separate engineering office time beyond daily construction observation and reports. It is virtually impossible (and unwise) to avoid. Based on past project experience, we are recommending that the City budget 20 hours. It is impossible to foresee in advance how many hours may be needed.

F. *technical assistance to City*

Per the RFP, we propose to assist the City with Field Orders, Change Proposal Requests, and formal Change Orders, including independent cost estimates for the Change Orders. Additionally we propose to review pay requests as a representative of the City and will recommend payment or denial based on the value of work in place or otherwise agreed under contract. For budgeting purposes, we have proposed 24 engineering hours based on the assumptions there will be no more than 10 field orders, 4 Change Proposal Requests, 2 Change Orders, and 2 Pay Requests.

G. *project close-out*

Most construction projects end up with various “loose ends” as the project is being completed. Typical time consuming tasks include, but are seldom limited to, punch list coordination, preparation of record documents, and a final cover-to-cover Contract review by the Engineer to ensure that all of the work has been properly completed prior to final payment authorization and bond release.

95-00000

Spruce Phase 1

Dick Gary George Engineer, P.E. Surveyor, L.S. 2-man Sv. ACAD operator Drafting Clerical AC Inspector Professional Fees Third party fees

I Preliminary Engineering

A. background / assessment	12		2									1190	
B. survey and cross section	2	6			4	28						3500	
C. reduce notes / prepare base dwg	1						28					1485	
D. soils exploration													3456
E. preliminary plans	4		2	32			40	4				5078	
F. preliminary specifications	16			2								1510	
G. coordination & reviews	2		4	16								1710	
H. preliminary report	2		2	16								1540	200
task subtotals	39	6	10	66	4	28	68	4				16013	3656

II Construction Documents

A. staff design review	2	2	2	2	2	8	2					1630	
B. pre-final plans	4		2	40			40					5510	
C. pre-final project manual	10			16					10			2400	
D. submittal report	10			10					12			2020	250
E. final bid package (stamped)	16		2	8			16					2930	250
task subtotals	42	2	6	76	2	8	58		22			14490	500

subtotals	81	8	16	142	6	36	126	4	22			\$30,503	\$4,156
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total fixed fee design													\$34,659
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III Project Administration

A. bidding assistance	16							2	4			1584	
B. construction staking					9	20						2475	
C. daily observations and reports	10		2	200							10	16670	
D. materials verification													2725
E. cordination	20											1700	
F. technical assistance to City	24											2040	
G. project closeout	16			8							8	2480	
task subtotals	86		2	208	9	20		2	4	18		26949	2725

subtotals	86		2	208	9	20		2	4	18		\$26,949	\$2,725
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total estimated T & M administration													\$29,674
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FEE SCHEDULE

Effective 1/1/95 through 12/31/95

Principal	\$ 85.00
Professional Engineer	\$ 75.00
Professional Land Surveyor	\$ 75.00
Staff Engineer	\$ 65.00
Engineering Technician	\$ 50.00
AutoCAD Technician	\$ 50.00
Computer Technician	\$ 50.00
Draftsman	\$ 42.00
Clerical	\$ 35.00
One Man Survey Crew	\$ 65.00
overtime	\$ 70.00
Two Man Survey Crew	\$ 90.00
overtime	\$ 109.00
Three Man Survey Crew	\$ 115.00
overtime	\$ 140.00
Expert Witness	\$ 150.00
Witness Standby	\$ 75.00

SUPPLEMENTARY INFORMATION

Regular overtime shall be defined as all hours worked in excess of eight hours per day and all times worked on Saturdays and Sundays. All transportation, equipment, and supplies shall be considered direct costs and billed to the client, cost plus 15% for handling. Crew rates listed do not apply where employee salaries are subject to Federal Davis-Bacon or Alaska Title 36 regulations.



MARK HANSEN P.E.

Consulting Engineers Testing Laboratory

HC02 BOX 7387, PALMER, AK 99645 (907) 745-4721 FAX (907) 746-4721

December 7, 1995

Alaska Rim Engineering

Fax: 746-0222

Subject: Proposal for geotechnical engineering and testing services
Peck St. to Spruce extension.

Attention: Dick Lowman

Dick,

As requested, attached is a cost breakdown for preconstruction and construction testing for the proposed Peck St. to Spruce extension. It is understood the proposed construction will involve about 500 feet of new road north of Wasilla-Fishhook Road. The construction will also include paving the unpaved portion of Peck St. south of Wasilla-Fishhook Road, and construction of a sidewalk along Peck St. from Spruce to Bogard Road.

For the geotechnical investigation, we have assumed exploration will occur during the winter when the soils will be frozen, hence a drill rig will be required to penetrate the frozen soils. A truck mounted Mobile B-61 drill rig will be utilized. Three borings advanced to five feet deep will be placed. Exploration will include "core" samples that will attempt to recover soil samples without the degradation common to grab or driven samples taken in frozen gravelly soils. The report will include recommendations for earthwork for the proposed street and a recommended structural section.

The proposed testing during construction includes testing of the earthwork, concrete, and asphalt concrete.

It is trusted the above meets your present requirements.

Sincerely,



Mark Hansen

Peck St to Spruce

Geotechnical Services

Estimated costs Item	Quantity	Unit	Rate	Total
Subcontract Costs				
Drilling Subcontract \$	1.1	L.S.	\$1,050.00	\$1,155.00
Laboratory Services				
Moisture and Visual Class Sieves, Coarse and Fine	6	each	\$14.00	\$84.00
	3	each	\$80.00	\$240.00
Professional Services				
Drafting	3	hours	\$35.00	\$105.00
Field Engineering and Logging Report	8	hours	\$78.00	\$624.00
	16	hours	\$78.00	\$1,248.00
TOTAL SERVICES DURING DESIGN				\$3,456.00

Total Subcontract \$1,155.00

Total Laboratory \$324.00

Total Personnel \$1,977.00

Peck St to Spruce

Construction testing services

Estimated costs Item	Quantity	Unit	Rate	Total
Laboratory and field Testing Services				
Moisture-Density Relationship	3	each	\$155.00	\$465.00
Sieves, Coarse and Fine, Bulk	6	each	\$90.00	\$540.00
Field Density, Nuclear	30	each	\$30.00	\$900.00
Concrete Field Air, Sump, Cast Specimens	4	each	\$60.00	\$240.00
Compressive Strength	12	each	\$20.00	\$240.00
Asphalt extraction and gradation	1	each	\$165.00	\$165.00
Asphalt Marshall Density, Stability, Flow	1	each	\$175.00	\$175.00
TOTAL SERVICES DURING CONSTRUCTION				\$2,725.00
REQUESTED AUTHORIZATION (5% Contingency)				\$6,490.05

Total Laboratory \$2,725.00