

## BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: June 4, 2013

### ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS:

Amendment # 1 contract # CT-FC-13000000000000000364, PSOMAS, Design Engineering Services for CDO Linear Park Thornydale to Santa Cruz River (5CDOTY). This Amendment increases the contract amount by \$16,970.00. Funding Source: Flood Control Tax Levy. Administering Department: Regional Flood Control District.

This increase is needed to add additional utility location services to identify utility conflicts for the final project plans.

Effective Date: June 4, 2013

Termination Date: October 14, 2014

Original Contract Amount: \$349,887.82

Previous Amendment(s): \$0.00

Previous Contract Amount: \$349,887.82

This Amount this Amendment: \$16,970.00

Revised Contract Amount: \$366,857.82

Cont #	: CT-FC-13*364-01
Effective:	: 06-04-2013
Term	: 10-14-2014
Cost	: \$16,970.00
Rev	: 0
Tot	: \$16,970.00
NTE	: \$366,857.82
Timex	: 120
Renewal	: 07-01-2014
Term	: 10-14-2014

Project Manager: John Spiker, RFCD (724-4661)

Contract Officer: Mark Koskiniemi, (724-3723)  
Procurement Department

Vendor is using a Social Security Number: NO

Please return to Harry Lewis.

CLERK OF THE BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM No. \_\_\_\_\_

Procure Dept 05/20/13 11:00

10: COB - 5.22.13  
Agenda 6-4-13  
(1) C

<b>PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT</b>  <b>PROJECT: Design Engineering Services for CDO Linear Park Thornydale to Santa Cruz River (5CDOTY)</b>  <b>CONSULTANT: PSOMAS</b> 333 E. Wetmore Road, Ste. 450 Tucson, AZ 85705  <b>CONTRACT NO.: CT-FC-130000000000000000364</b>  <b>AMENDMENT NO.: One (1)</b>  <b>FUNDING: Flood Control District Tax Levy</b>	<table border="1"> <tr> <th colspan="2">CONTRACT</th> </tr> <tr> <td colspan="2"> <b>NOCT-FC-1300000 00000 00000 364</b> </td> </tr> <tr> <td> <b>AMENDMENT NO.</b> </td> <td> <b>01</b> </td> </tr> <tr> <td colspan="2"> This number must appear on all  invoices, correspondence and  documents pertaining to this  contract. </td> </tr> </table>	CONTRACT		<b>NOCT-FC-1300000 00000 00000 364</b>		<b>AMENDMENT NO.</b>	<b>01</b>	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
<b>NOCT-FC-1300000 00000 00000 364</b>									
<b>AMENDMENT NO.</b>	<b>01</b>								
This number must appear on all invoices, correspondence and documents pertaining to this contract.									

<b>CONTRACT TERM:</b> 10/15/2012 -10/14/2014	<b>ORIGINAL CONTRACT AMOUNT:</b>	\$	349,887.82
<b>TERMINATION PRIOR AMENDMENT:</b> N/A	<b>PRIOR AMENDMENT(S):</b>	\$	-
<b>TERMINATION THIS AMENDMENT:</b> 10/14/2014	<b>AMOUNT THIS AMENDMENT:</b>	\$	16,970.00
	<b>REVISED CONTRACT AMOUNT:</b>	\$	366,857.82

### CONTRACT AMENDMENT

**WHEREAS**, DISTRICT and CONSULTANT have entered into the Contract referenced above; and

**WHEREAS**, CONSULTANT has advised DISTRICT of multiple utility conflicts that should be further investigated; and

**WHEREAS**, DISTRICT and CONSULTANT have agreed to modify the Contract to incorporate this additional work.

**NOW, THEREFORE**, it is agreed as follows:

Change **ARTICLE II – SCOPE**, as follows:

*From:* CONSULTANT agrees to provide Design Engineering Services for the DISTRICT as described in **Appendix 'A' Scope of Work (3 pages)** an attachment to this contract.

*To:* CONSULTANT agrees to provide Design Engineering Services for the DISTRICT as described in **Appendix 'A' Scope of Work (3 pages)** and **APPENDIX 'A-1' - Additional Scope of Work (Potholing) (2 pages)**, attachments to this contract.

Change **ARTICLE III – COMPENSATION AND PAYMENT**, as follows:

*From:* In consideration of the services specified in this Contract, the DISTRICT agrees to pay CONSULTANT as follows: Not To Exceed Three Hundred Forty Nine Thousand Eight Hundred Eighty Seven Dollars Eighty Two Cents (\$349,887.82). CONSULTANT'S fees and method of compensation shall be based on an Hourly Not to Exceed Basis or other method mutually agreeable to both parties at the time services are requested in accordance with provisions described in **APPENDIX 'B': CONSULTANT FEE SCHEDULE (9 pages)**, an attachment to this Contract.

*To:* In consideration of the services specified in this Contract, the DISTRICT agrees to pay CONSULTANT as follows: Not To Exceed Three Hundred Sixty-Six Thousand Eight Hundred Fifty Seven Dollars Eighty Two Cents (\$366,857.82). CONSULTANT'S fees and method of compensation shall be based on an Hourly Not to Exceed Basis or other method mutually agreeable to both parties at the time services are requested in accordance with provisions described in **APPENDIX 'B': CONSULTANT FEE SCHEDULE (9 pages)** and **APPENDIX 'B-1' – Schedule and Additional Fee (Potholing) (2 pages)**, attachments to this Contract.

Add to the contract, attachments **APPENDIX 'A-1' - Additional Scope of Work (Potholing) (2 pages)** and **APPENDIX 'B-1' – Schedule and Additional Fee (Potholing) (2 pages)**.

This Amendment shall be effective on June 4, 2013.

All other provisions of the Contract, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this amendment on the dates written below.

APPROVED:

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Date

CONSULTANT:

  
\_\_\_\_\_  
Signature

MATTHEW D. CLARK, V.P.  
\_\_\_\_\_  
Name and Title (Please Print)


5/20/13  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

**HAL GILBREATH**  
\_\_\_\_\_

Name (Please Print)

5.13.13  
\_\_\_\_\_  
Date

APPENDIX 'A-1' - Additional Scope of Work (Potholing)  
(2 pages)



Shaping the Future

April 23, 2013

**Kevin Thornton, PE**  
**Sr. Project Manager**  
**Psomas**  
333 East Wetmore Rd.  
Suite 450  
Tucson, AZ 85705

Cardno TBE

4855 North Shamrock Place  
Suite 109  
Tucson, AZ 85705  
USA  
Phone 520.770.0021  
Fax 520.408-3002  
Email  
Dan.Padilla@CardnoTBE.com

[www.CardnoTBE.com](http://www.CardnoTBE.com)

**Re: Cañada del Oro Linear Park**  
**Proposal for Utility Locating Services**

Dear Mr. Thornton:

TBE Group, Inc. (d/b/a Cardno TBE) is pleased to submit this proposal to provide professional Utility Locating services for the above referenced project to Psomas (Client). The scope of work and fee structure are as follows:

#### SCOPE OF WORK

Cardno TBE will provide ten (11) vacuum excavation potholes (testholes) on existing subsurface utilities as identified on Pothole Location plan received April 18, 2013 via email. The exhibit identifies 7 utilities; as requested, this estimate includes potholing of four additional utilities not shown on exhibit that may be in the Union Pacific Railroad (UPRR) Right of Way: an AT&T fiber optic line, a UPRR owned decommissioned Kinder Morgan petroleum line, a UPRR power line, and a WiTel Communications fiber optic line. The utility data obtained through our standard potholing procedure includes the depth, horizontal and vertical location tied to project datum via survey, size and material composition of the utility exposed, and backfill of excavated potholes using compacted native material.

Prior to beginning work, Cardno TBE will request the following:

- A pothole request list in spreadsheet format identifying the pothole number (numbered without alpha characters), horizontal location in coordinate format, and the anticipated size and type of utility to be potholed.
- One set of 11" x 17" plan sheets displaying background topography, existing utilities, and pothole locations clearly marked and annotated with the corresponding pothole number.
- Horizontal and vertical survey control data in spreadsheet format for a minimum of three non-linear control points signed and sealed by an Arizona RLS adequate to stake the pothole locations utilizing RTK GPS technology along with a location map displaying the control points. The list shall identify point number, horizontal location in coordinate format, and a physical description of each monument. Please note, electronic CAD files from which the survey monument data must be extracted is not considered acceptable survey control.

#### DELIVERABLES

Pertinent utility data will be presented in electronic format on our standard "Testhole Data Summary" form sealed by an Arizona Registered Land Surveyor or Arizona Registered Professional Engineer that includes the depth, horizontal coordinates, vertical elevation, size, and material composition of the utility line exposed at each pothole. Data will be submitted in both sealed hard copy format and electronic Excel format.

**50% PLANS**  
PRELIMINARY  
NOT FOR  
CONSTRUCTION

**PSOMAS**

111 E. Highway 100, Suite 100  
P.O. Box 100  
P.O. Box 100  
P.O. Box 100  
P.O. Box 100

PATH PLAN AND PROFILE  
1-10 TO THORNDALE ROAD  
CANADA DEL ORO LINEAR PARK  
STA 142+00 TO STA 142+00

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT  
SHEET PP1 OF PPS  
PAGE 13 OF 19

NO. REVISION DESCRIPTION DATE

1.000 1.000 1.000 1.000

DATE

PRISILLA S. CORNELIO, P.E., DIRECTOR

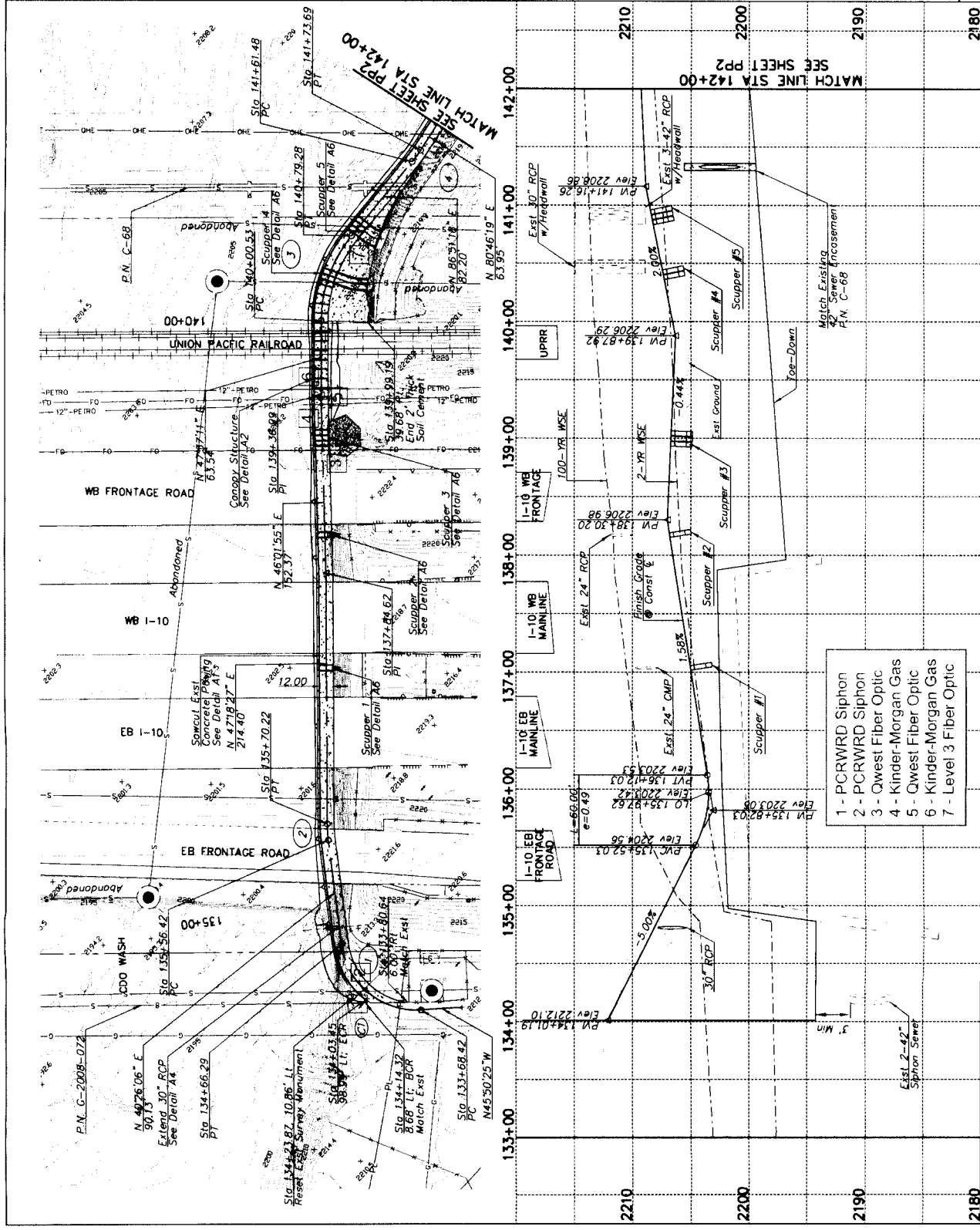
SCALE: 1"=40'

**CURVE DATA**

Curve No	Radius	Length	Delta	Tangent
1	150'	3.71'	141°31'55"	4.30'
2	65.00'	97.88'	86°16'36"	60.91'
3	115.00'	13.79'	06°52'21"	6.91'
4	115.00'	78.75'	39°14'07"	40.99'
5	115.00'	12.21'	06°04'59"	6.11'

**BRIDGE CLEARANCE**

Bridge	Clearance	Clearance
	EAST	WEST
1-10 EB Frontage Road	10'	12.9'
1-10 EB Mainline	13.3'	13.6'
1-10 WB Mainline	11.5'	11.1'
1-10 WB Frontage Road	10.7'	11.1'
UPRR	10'	10'



# APPENDIX 'B-1' - Schedule and Additional Fee (Potholing)

(2 pages)

## SCHEDULE

Cardno TBE will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule. Cardno TBE will provide deliverables within three weeks of receiving UPRR Right of Entry Permit. Please note that sometimes these permits can take up to 2½ months to obtain through normal UPRR processing procedures, after which they require that their local representative be provided 10 days notice before construction.

## ESTIMATED FEE

For the requested 11 Utility Potholes, Cardno TBE proposes compensation on an hourly basis as follows below. Special requirements for select backfill, compaction testing, off duty police officers, traffic control flag-men, full section of sidewalk replacement, or asphalt hot patch are not included; if required, these items shall be considered a reimbursable item, subcontracted, and billed separately with pre-approval from Client.

<b>Vacuum Extraction Utility Potholing</b>	<b>Number</b>	<b>Rate</b>	<b>Total</b>
Air-Vacuum Potholes with Survey per Pothole	11	\$650.00	\$7,150.00
Possible Surcharge for potholes greater than 8 ft. -- \$45.00 per ft. (Estimate Only)	65	\$45.00	\$2,925.00
Possible "Dry Holes" (See Below) - per Pothole	-	\$650.00	-
Subtotal			\$10,075.00

<b>Reimbursable Expenses</b>	<b>Number</b>	<b>Rate</b>	<b>Total</b>
Marana Right of Way Permit (Estimate, Invoiced at Cost)	-	-	\$400.00
ADOT Right of Way Encroachment Permit (No Fee)	-	-	\$0.00
Traffic Control: Permits, Plans, and Control (Estimate) Cost + 10%	-	-	\$350.00
UPRR Right of Entry Permit Application Fee (At Cost)	-	-	\$545.00
UPRR Right of Entry License Fee (Estimate) (At Cost)	-	-	\$2,000.00
UPRR Railroad Protective Liability Insurance Policy (At Cost)	-	-	\$2,500.00
UPRR Flagman per Day (If working within 25 ft. of railroad track)	1	\$1,100.00	\$1,100.00
UPRR Right of Entry Permit Rush Handling (Fee is \$3,055.00 - Not to be Utilized per Client)	-	-	-
Subtotal			\$6,895.00
<b>TOTAL</b>			<b>\$16,970.00</b>

The \$650.00 unit rate for Air-Vacuum Potholes includes survey to establish horizontal and vertical position of potholes tied to project datum, project management, Blue Stake coordination, air-vacuum extraction excavation with two person crew, our standard backfill with compacted native material, and project deliverable submitted on our "Testhole Data Summary" in scanned electronic format. The \$650.00 unit rate covers potholes up to a maximum depth of 8 feet. If the depth exceeds 8 feet, a surcharge of \$45.00 per foot of depth over 8 feet will be added to the price of said pothole. Because of their location, the utilities requested for potholing are anticipated to be at much greater depth than normal, Cardno TBE will attempt to excavate each requested utility but may be hindered because of existing soil conditions and depth. Dry holes excavated over Blue Stake marks in which no utility is found shall be invoiced at the \$650.00 unit price; however prior to excavation Cardno TBE will utilize our geophysical utility detection equipment to designate the horizontal location of traceable utilities (metallic utilities or non-metallic utilities with trace wire) to keep the possible number of "Dry Holes" at a minimum. Additional potholes added after this initial request shall be conducted at the \$650.00 unit price but must be requested in groups of four or more if survey work for original request has already been completed. Pothole locations surveyed but not excavated due to Blue Stake "No Conflicts", inaccessibility issues and/or any other unforeseen circumstance will be invoiced at \$70.00 per location/occurrence. Please note that above fee schedule does not include such reimbursable expenses as uniformed police officers (if required), special backfill


requirements, compaction testing, traffic control flag-men, replacement of full sections of concrete sidewalk, and or asphalt hot patch; if any of these items should be required, they will be considered a reimbursable item, submitted to client for pre-authorization, subcontracted, and billed separately. Reimbursable expenses for traffic control and traffic control plans will be invoiced at our cost plus ten percent. The UPRR Right of Entry Permit and Railroad Protective Liability Insurance expenses identified above are estimates based on prior experience. The expense identified for the UPRR flagman is a UPRR requirement when working within 25 ft. of the centerline of any of their railroad tracks and is included on this estimate in case it becomes necessary. For the requested 11 potholes, please budget \$16,970.00 which includes a contingency amount of \$2,925.00 for possible Extra Depth Surcharges plus a contingency amount of \$6,895.00 for reimbursable expenses associated with Permitting, Traffic Control, Traffic Control Permits/Plans, Railroad Flagmen, etc.

**Total Estimated Fee - \$16,970.00**

**Cardno TBE will not exceed the estimated fee without prior authorization from Client. Cardno TBE will prepare an invoice upon completion for the actual work completed plus pre-approved reimbursable expenses up to the Total Estimated amount.**

We appreciate this opportunity to provide Utility Locating services for this project. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Padilla', written in a cursive style.

Dan Padilla  
Senior Project Manager