Item No. E

# CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To:

The Honorable Mayor and City Council

From:

Trevor Henry, Project Manager, 226-4856

Community Development Department

Date:

May 28, 2008

Meeting Date:

June 3, 2008



Consideration of Award of the Construction Contract for the Phoenix Avenue Parking Lot Project.

### **RECOMMENDED ACTION:**

- 1. Award the construction contract to LP's Excavating Inc. of Williams, Arizona in the amount of \$427,072.00, which includes a contract allowance of \$22,500.00, with a contract period of 90 calendar days, and
- 2. Authorize the City Manager to execute the necessary documents.
- 3. Authorize a Change Order Authority for the City Manager in the amount of \$21,350.00 (5%) to cover the potential costs associated with unanticipated or additional items of work.

### **ACTION SUMMARY:**

Award of the Construction Contract will authorize construction of the Phoenix Avenue Parking Lot Project. If awarded on June 3, 2008, construction could begin in July with completion scheduled for October 2008.

### **DISCUSSION:**

### **Background/History:**

The Phoenix Avenue Parking Lot and Bus Transfer Center was identified as one solution in the Downtown Flagstaff Management Plan, which was a compilation of much work with the downtown businesses, various City departments, Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA), FMPO and Coconino County. The Phoenix Avenue Parking Lot and Bus Transfer Center is one of the first components in City Council Resolution No. 2008-05, which was adopted February 4, 2008. Section 3 acknowledges a commitment by City Council to "complete the construction of an employee parking lot and transit transfer station



on Phoenix Avenue in cooperation with the Northern Arizona Intergovernmental Public Transportation Authority by late summer 2008, weather permitting". Funding for construction was established in the economic development / redevelopment financial plan. City staff then retained Shephard-Wesnitzer Engineering with an on-call Task Order to design and prepare bid documents for this parking lot. The design followed City of Flagstaff Design Review Board (DRB) protocol, in which all City departments, franchise utilities and NAIPTA reviewed and gave approval for this project.

### **Key Considerations:**

The Phoenix Avenue Parking Lot Project will serve the citizens of Flagstaff by providing additional off-street parking for the downtown area, as well as, provide a new transfer station for the NAIPTA bus system. Included in the project scope are solar powered parking lot light fixtures, a low-impact design element for the landscape area, and sidewalk connections for pedestrian access to Phoenix Avenue and the downtown area. The parking lot design has incorporated the needs of the Sunday Farmer's Market, as this is a valuable economic development tool for the downtown area. A portion of this project site falls within the proposed alignment of the Rio de Flag flood control project, and is viewed as 'temporary'.

# **Community Benefits and Considerations:**

Ninety-two (92) parking spaces are being added to the downtown parking supply, the goal being to relieve some of the downtown core parking pressure. A large bicycle parking area will accommodate this mode of transportation, and the bus transit center will serve the needs of the growing numbers transit riders, many of whom are commuting to downtown. This new location of the bus transit center is viewed as more compatible with NAIPTA's goal of a central location that incorporates multi-modal transportation and encourages more downtown employees to 'take the bus'. Phoenix Avenue parking is convenient for downtown events, Southside businesses and the High Country Conference Center. The landscaping, sidewalk and lighting improvements associated with this project will enhance the Phoenix Avenue corridor. The lot will not charge a fee until City Council implements other elements of the Downtown Plan, in which case there are locations prepared for three (3) parking kiosks.

## **Community Involvement:**

Many public meetings and two highly publicized public forums leading up to the Downtown Flagstaff Management Plan included the goal of the Phoenix Avenue Parking Lot from early on in the process. The Traffic Commission, Southside Neighborhood Association and NAU were included in these discussions. The consensus has been that this parking lot and bus transfer center is one of the crucial steps in resolving downtown parking congestion.

## **Financial Implications:**

The Purchasing Division received three bids at the opening held on Thursday May 1, 2008. Staff is recommending the award to LP's Excavating, Inc. The Engineer's Estimate and bids that were received are summarized below.

Construction Cost – Engineer's Estimate	\$375,531.50
LP's Excavating, Inc.	\$427,072.00
422 Construction	\$453,080.76
Eagle Mountain Construction, Inc.	\$535,745.68

Construction of the project will be funded by the FY 09 budget through the Redevelopment Fund (Acct. No. 001-6606-508) in the amount of \$420,000.00. The recommended award will be \$427,072.00 and is \$7,072.00 over the budget amount. NAIPTA is paying for the transit center portion of the design and construction costs, and will reimburse the City at the completion of construction through an existing IGA. This is currently estimated at approximately \$153,000.

	NAIPTA	City of Flagstaff	Total
Design	\$11,000	\$22,000	\$33,000
Construction	<u>\$142,000</u>	<u>\$285,072</u>	<u>\$427,072</u>
Total	\$153,000	\$307,072	\$460,072

Staff is recommending the additional funding needed to support the award come from the following:

001-6606-508-4101 General Fund, Redevelopment, Land Acquisition \$7,072.00

At the completion of the project, NAIPTA will reimburse the City approximately \$153,000.00 and any supporting accounts to fund the award would be credited.

The operation and maintenance of this parking lot will be by Parks (landscaping) and Streets (snow plowing). Additional services may be discussed as part of the Downtown Flagstaff Management Plan area.

# **Options and Alternatives:**

Options available to Council include:

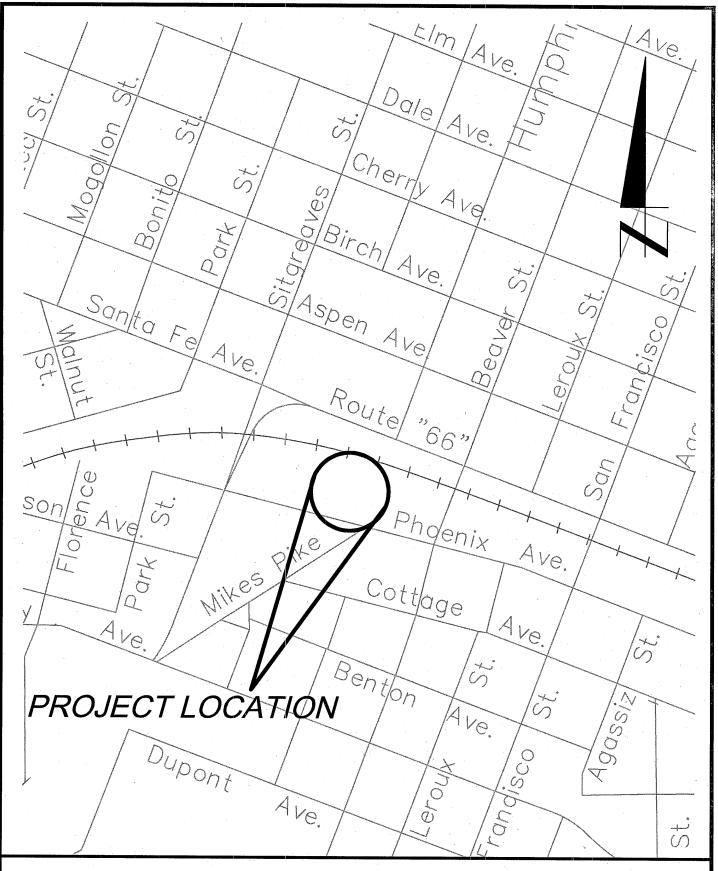
- 1. Approve the award to the lowest responsive bidder as presented.
- 2. Reject all bids and provide additional direction to staff for proceeding with the project.

# Attachments/Exhibits:

Project Vicinity Map Contract Agreement Bid Tabulation

Department Head

INITIALS	RESPONSIBILITY	DATE	INITIALS	RESPONSIBILITY	DATE
	BIDS/PURCHASES			FINANCE/BUDGET	
	GRANTS	-		CONTRACTS	
	LEGAL			IGAS	
	C15 (500 3/26)	(ne)			
$\mathbf{D}^{A}$	ATE OF COUNCIL' APPRO	VAL:			* .



PHOENIX AVENUE PARKING LOT PROJECT SITE

PROJECT NUMBER: 03-08003



CITY OF FLAGSTAFF, ARIZONA CAPITAL IMPROVEMENTS SECTION BY: TDH

DATE: 5-5-08

SCALE: NTS

### **AGREEMENT**

This Construction Agreement ("Agreement") is made and entered into this <u>20<sup>th</sup></u> day of <u>May</u> 2008, by and between the City of Flagstaff, Arizona ("City") and L.P.'s Excavating, Incorporated ("Contractor").

WITNESSETH, that in consideration of the mutual covenants contained herein, the City and Contractor agree as follows:

- 1. It is understood by both parties hereto that the construction work hereinafter referred to, be performed on certain real property owned by the City located adjacent to Phoenix Avenue, in Flagstaff, Arizona ("Premises"). The City may award to others contracts for additional work, and Contractor shall cooperate with any such other contractors and coordinate its work as directed by the City with the work included under any such other contracts.
- 2. Contractor shall furnish and deliver all of the materials and perform all of the work described in the Specifications for and shown on Plans included in the back of the Specifications, for the Phoenix Avenue Parking Lot Project, Project No. 03-08003, it being understood and agreed that said Specifications and Plans, including all General and Special Provisions of the Contract Documents, are hereby incorporated into this Agreement. All materials, work, Specifications and Plans shall be the property of the City.
- 3. That the work shall be completed within ninety <u>90</u> calendar days and shall be delivered to the City free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons.
- 4. If Contractor fails or refuses to execute this Agreement within the time specified in the City's Proposal, located on pages 3 5 of the Project Manual, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the City for damages as provided by A.R.S. § 34-201 for the delay in execution of this Agreement, and bonds and the performance of work hereunder, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Agreement and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Agreement. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Agreement is executed prior to that time.
- 5. Contractor shall keep Premises and work clear and free of all mechanics' liens.
- 6. The City and Contractor hereby agree that the not-to-exceed sum to be paid by the City to Contractor for said work and materials shall be <u>four hundred twenty-seven thousand seventy-two</u> Dollars (\$427,072.00), as per the proposal bid schedule, which amount includes all federal, state, and local taxes. This amount shall be payable through monthly progress payments, subject to the following conditions:
  - a. Contractor shall promptly submit to the City all proper invoices necessary for the determination of the prices of labor and materials;

- b. Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Agreement prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the City, less the aggregate of all previous payments, until the work performed under this Agreement is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the City and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the City determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Agreement;
- c. The City Engineer shall have the right to finally determine the amount due to Contractor;
- d. Monthly progress payments shall be made by the City, on or before fourteen (14) calendar days after the receipt by the City of an approved estimate of the work completed;
- e. Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the City upon receipt of the corresponding progress payment, therefore;
- f. The remainder of the Agreement price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after acceptance of completed work by the City. The release of retention or alternate surety shall be made following the City's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, and Consent of Surety for Final Payment, as well as Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.
- 7. Contractor shall not assign this Agreement, in whole or in part, without the prior written consent of the City.
- 8. All prior negotiations, proposals, and understandings of the City and Contractor are merged in, and superseded, by this Agreement and there is no verbal or written contract, agreement, or understandings of any kind whereby the terms and conditions hereof are, or can be changed, varied, modified, or explained in any manner whatsoever.
- 9. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the City. Contractor shall be fully responsible to the City for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

Project Name: Phoenix Avenue Parking Lot Project Project No.: 03-08003

- 10. Contractor shall not employ illegal aliens in accordance with A.R.S. § 34-301.
- 11. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.
- 12. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Agreement.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the day and year first above written.

City of Flagstaff 211 West Aspen Way Flagstaff, Arizona 86001		L.P.'s Excavatin 606 East Frank Williams, Arizo	Way	
By:	By:			•
Kevin Burke, City Manager		Signature		
		Printed Name		
		Title		
Attest:		Attest:		
Margie Brown, City Clerk				**************************************
Approved as to Form:				
City Attorney				

Project Name: Phoenix Avenue Parking Lot Project Project No.: 03-08003



# CITY OF FLAGSTAFF PHOENIX AVENUE PARKING LOT PROJECT

Phoenix Avenue Barking Lot Draiget										
May 5, 2008		·	Engineer's Estimate	Estimate	LP's Excavating	vating	442 Construction	riction	Facia Mtn Const	Conet
No. Description	Quantity Unit	Juit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Lagre mun	Amount
1 Mobilization	-	<u>s</u>	12,000	12,000	10,000.00	10,000	47,470.54	47,470.54	20,000.00	20,000.00
2 Clear and Grub (Includes RR Track Removal)	1.5	ac	3,500	5,250	1,130.00	1,695	2,128.97	3,193.46	5,000.00	7,500.00
3 Excavation and Embankment	1,105	<del></del>	15	16,575	28.00	30,940	20.05	22,155.25	25.00	27,625.00
4 Relocate Power Pole (Deleted Addendum #1)	0	ea	0.0	0	0.00	0	00.00	00:00	0.00	00:00
5 Asphalt Concrete Pavement	332	<u>ح</u>	235	78,020	341.00	113,212	340.54	113,059.28	333.00	110,556.00
6 Construct Thickened Edge at Pavement Termination	1,640	<u> </u>	2.0	8,200	0.70	1,148	8.47	13,890.80	2.00	8,200.00
7 Construct Concrete Median Paving and Payment Stations Pads	2,217	Sf	7.5	16,627.50	6.20	13,745	4.02	8,912.34	0.00	13,302.00
8 Construct Concrete Bus Bay	2,561	<del>ار</del>	8.5	21,768.50	10:70	27,403	5.44	13,931.84	9.00	23,049.00
9 Construct Vertical Curb and Gutter	478	<u></u>	20	9,560	18.00	8,604	16.88	8,068.64	20.00	9,560.00
10 Construct Single Curb Termination	8	ea B	300	009	90.00	180	100.00	200.00	100.00	200.00
11 Construct Sidewalk	2,422	ठ	7.5	18,165.00	6.45	15,622	4.14	10,027.08	0.00	14,532.00
	2	e e	1,800	12,600	1,130.00	7,910	611.70	4,281.90	1,800.00	12,600.00
13. Construct Bioycle Parking Rack	8	ea a	150	1,200	113.00	904	263.93	2,111.44	385.00	3,080.00
14 Construct NAIPTA Bus Shelter (Deleted Addedum #1)	0	ea	0	0	0.00	0	0.00	00.0	0.00	0.00
15 Supply and InstallSolar Parking Lot Light	10	ea	4,500	45,000	6,763.00	67,630	8,621.10	86,211.00	10,445.00	104,450.00
16 Supply and Install Electric Plugs	2	g	1,200	2,400	5,636.00	11,272	839.45	1,678.90	5,230.00	10,460.00
17 Construct Surface Detention Basin	_	<u>ග</u>	2,000	2,000	3,360.00	3,360	1,525.80	1,525.80	3,300.00	3,300.00
18 Singage and Striping		<u></u>	5,500	5,500	1,350.00	1,350	1,792.73	1,792.73	3,000.00	3,000.00
19 Sawcut, Remove and Replace Existing AC Pavement	152		5.5	836.00	17.00	2,584	18.59	2,825.68	4.50	684.00
20 Remove and Dispose Existing Curb and Gutter	152	<u></u>	2.0	1,064	3.50	532	2.66	404.32	3.50	532.00
21 Remove and Dispose Existing Sidewalk	1,553	St	7.5	11,647.50	1.00	1,553	1.26	1,956.78	4.00	6,212.00
22 Remove and Abandoned Existing Water Meter and Service	Ψ	ea	1,000.0	1,000	1,130.00	1,130	1,145.13	1,145.13	3,500.00	3,500.00
23 Construct Scupper	- e - C	ea	1,000.0	2,000	3,270.00	6,540	1,222.76	2,445.52	1,000.00	2,000.00
	2	ea	4,500.0	000'6	5,070.00	10,140	2,453.01	4,906.02	3,000.00	6,000.00
25 Install 3/4" Water Service and Water Meter		ea	2,000	2,000	4,500.00	4,500	2,951.73	2,951.73	2,500.00	2,500.00
IRRIGATION.										
26 Install Bowsmith Threaded Single & Multi Emitters	<u>~</u>	ω	2,961	2,961	3,830.00	3,830	2,461.90	2,461.90	2,625.00	2,625.00
	. 4 ea	a	225	006	400.00	1,600	337.96	1,351.84	336.00	1,344.00
28 Install Watts 1" In-line Pressure Regulator Assem.	е <b>а</b>		235	1,410	352.00	2,112	88.77	532.62	95.00	570.00

# CITY OF FLAGSTAFF PHOENIX AVENUE PARKING LOT PROJECT

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	29 Is	29 Isntall Watts HY-430 Keyed Hose Bibb w/ HY 725 B-1		Ф	200	200	507.00	507	808.40	808.40	676.00	676.00
	30 In	Install Gabion Enclousure for Hose Bibb Assem.	<b>-</b>	еа	345	345	524.00	524	787.00	787.00	1,354.00	1,354.00
- (***	31 In	Install AG Products End Flush Assem.	-12	ea	35	382	18.00	198	67.91	747.01	100.00	1,100.00
	32 In	Install FEBCO 825YA Backflow Preventer w/ Wye Strainer	Τ.	e a	1,100	1,100	970.00	926	740.40	740.40	1,633.00	1,633.00
	33 In	Install Hot box Enclosure w/ Heat Tape	<u></u>	e a	750	750	975.00	976	698.52	698.52	1,153.00	1,153.00
	34 In	Install Rainbird ESP-8MC Controller w/ Pedestal	~	e a	3,500	3,500	986.00	986	1,934.06	1,934.06	635.00	635.00
	35 In	Install S40 Purple Reclaim PVC Drip Laterals	3,220	<u>+</u>	<del></del>	4,186	1.00	3,220	1.43	4,604.60	3.30	10,626.00
	36 In	Install Manual Drain Valve for Mainline	2	ea	75	150	20.00	40	341.51	683.02	94.00	188.00
1.4		Install Reclaim Rainbird Quick Coupler w/ box	-	ea	195	195	316.00	316	162.70	162.70	455.00	455.00
	38	Install 2" S40 Sleeve	192	<u> </u>	Ď	864	4.00	168	7.69	1,476.48	4.34	833.28
	39 Ins	Install S40 1" Mainline for Hose Bibb	15	<u>+</u>	13	187.5	29.00	435	2.35	35.25	3.62	54.30
		Install S40 1" Purple Reclaim Mainline	400	<u>+</u>	4	1,700	2.00	800	2.29	916.00	4.10	1,640.00
	14 In	Install Freeze-Proof Wirsbo Tubing under the Ped. Bridge	20	¥=	15	1,050	2.00	350	7.00	490.00	17.57	1,229.90
	42 Re	Relocate Existing Reclaim Meter, Complete	30	<u>-</u>	20	1,500	23.00	069	18.00	540.00	50.00	1.500.00
	ځ	LANDSCAPE		,		-						
/	43 Pla	Plant 2-3" Caliper Donated Trees	∞	ea	200	1,600	162.00	1,296	206.45	1,651.60	150.00	1,200.00
10	44 Pla	Plant 3" Combined Calipar Deciduous Trees	4	ea	400	1,600	518.00	2,072	220.67	882.68	418.80	1.675.20
)	45 Pla	Plant 1.5" Caliper Deciduous Trees	19	e B	225	4,275	202.00	3,838	186.58	3,545.02	298.80	5,677.20
	46 Pla	Plant 6" Ht. Colorado Spruce Tree	9	ө	225	1,350	254.00	1,524	210.51	1,263.06	298.60	1,791.60
-	47 Pia	Plant 5 Gallon Shrubs/Grasses	66	ea	28	2,772	54.00	5,346	44.32	4,387.68	46.80	4,633.20
	48 Pla	Plant 2 Gallon Groundcovers	09	e a	19	1,140	26.00	1,560	16.26	975.60	33.60	2,016.00
		Plant 1 Gallon Groundcovers	15	<b>ө</b>	12	172.5	25.00	825	14.76	221.40	24.00	360.00
-		Install Min. 2.5" Depth - 1" Dia. Black Cherry Topdressing	7,100	st	<del></del>	6,035	0.90	6,390	0.85	6,035.00	1.30	9,230.00
*******		Install Min. 2.5" Depth - Ground Bark Mulch Topdressing	10,500	ર્જ	<b>~</b>	5,250	0.40	4,200	0.40	4,200.00	1.10	11,550.00
		Install 2.5-3" Dia. Medium Malapai Coulders in Island - max 6'	83	өа	80	6,640	32.00	2,656	92.00	4,565.00	78.00	6,474.00
	53 Insi	Install 2.75-4" Dia. Malapai Boulders - Bury 1/3 Mass	90	ea	100	3,000	32.00	096	85.00	2,550.00	96.00	2,880.00
		MISC. ITEMS	-			344,532		390,942		404,393		467,945.68
		Traffic Control	-	<u>s</u>	1,500	1,500	3,130.00	3,130	5,883.68	5,883.68	10,000.00	10,000.00
		Construction Staking	-	<u> </u>	4,500	4,500	7,000.00	2,000	15,775.00	15,775.00	14,400.00	14,400.00
		Seeding and Erosion Control		<u> </u>	2,500	2,500	3,500.00	3,500	4,529.06	4,529.06	20,900.00	20,900.00
	57 Cor	Contract Allowance	-	<u>8</u>	22,500	22,500	22,500.00	22,500	22,500.00	22,500.00	22,500.00	22,500.00
			TOTAL:	AL:		375,531.50		427,072.00		453,080.76		535,745.68