

**CITY OF PALMER
ACTION MEMORANDUM NO. 12-034**

Subject: Authorize the City Manager to Negotiate and Enter Into a Contract With AT&T for \$79,705 to Re-Locate Underground Utility Lines on Trunk Road for the Purposes of Constructing an Access Road and Waterline as Part of the Palmer Southwest Utility System Extension Project, Phase IIa

Agenda of: April 24, 2012

Council Action: Authorized _____

Approved for presentation by:

City Manager	_____
City Attorney	_____
City Clerk	_____

J. B. Griff
[Signature]
[Signature]

Certification of Funds:

Total amount of funds listed in legislation:	\$	
This legislation (✓):		
<input type="checkbox"/> Has no fiscal impact		
Creates:		
<input checked="" type="checkbox"/> A negative fiscal impact in the amount of:	\$	79,705
<input type="checkbox"/> A positive fiscal impact in the amount of:	\$	
<input checked="" type="checkbox"/> Funds are budgeted from this (these) line item(s):		
➤ 24-20-09-6225 (70% = \$55,794 from Grant 67119)		
➤ 24-02-09-6225 (30% = \$23,911 from City Match for Grant 67119)		
➤		
<input type="checkbox"/> Funds are not budgeted. Budget modification is required. Affected line item(s):		
➤		
Unrestricted/undesignated fund balance (after budget modification)	\$	
Director of Finance signature certifying funds:		<i>[Signature]</i>

Attachment(s):

- Plan Sheet of Project Area
- Spec Book Section 7
- Photo of Project Area From AT&T
- AT&T Cost Estimate

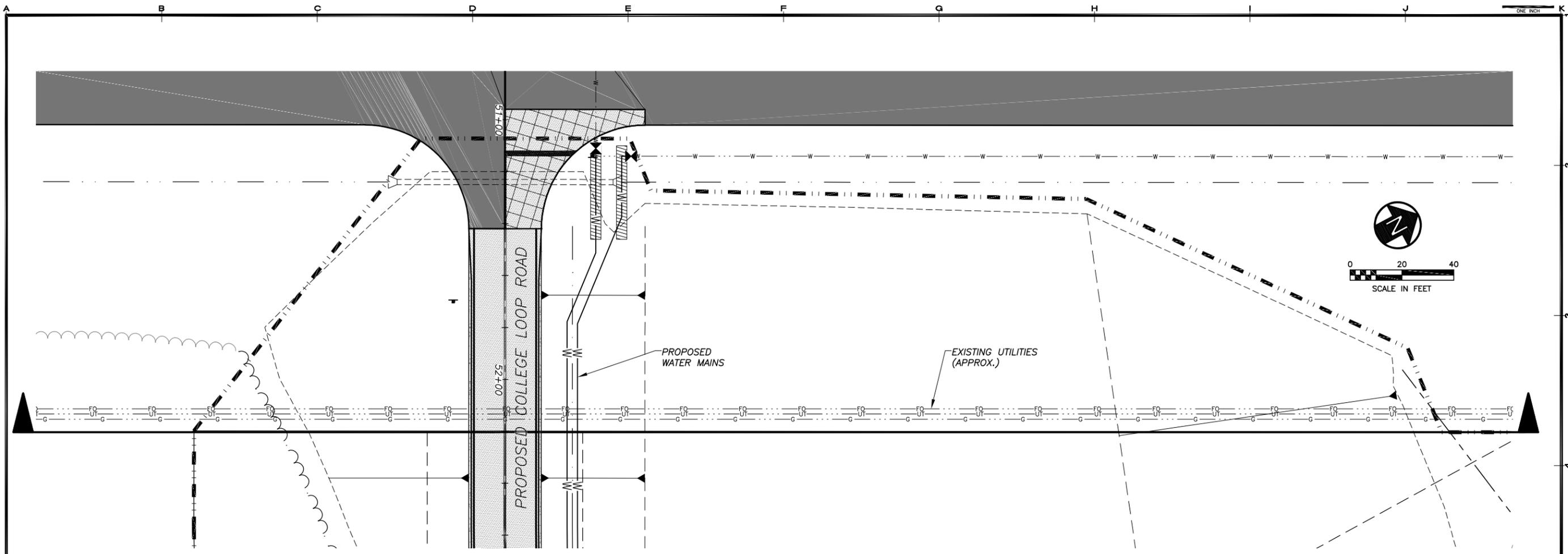
Summary statement: When plans were being developed for the water project known as the Palmer Southwest Utility System Extension, Phase IIa, on the north side of the UAA Mat-Su College campus along Trunk Road, it was known that underground gas, telephone, and fiber optic lines would have to be moved.

City staff and HDL Engineering decided it would be best to allow the City of Palmer, as project Owner, to coordinate directly with AT&T for utility re-locations in order to save the 10% to 15% markup the project contractor would charge and to ensure a timely, smooth flow of the utility re-locations.

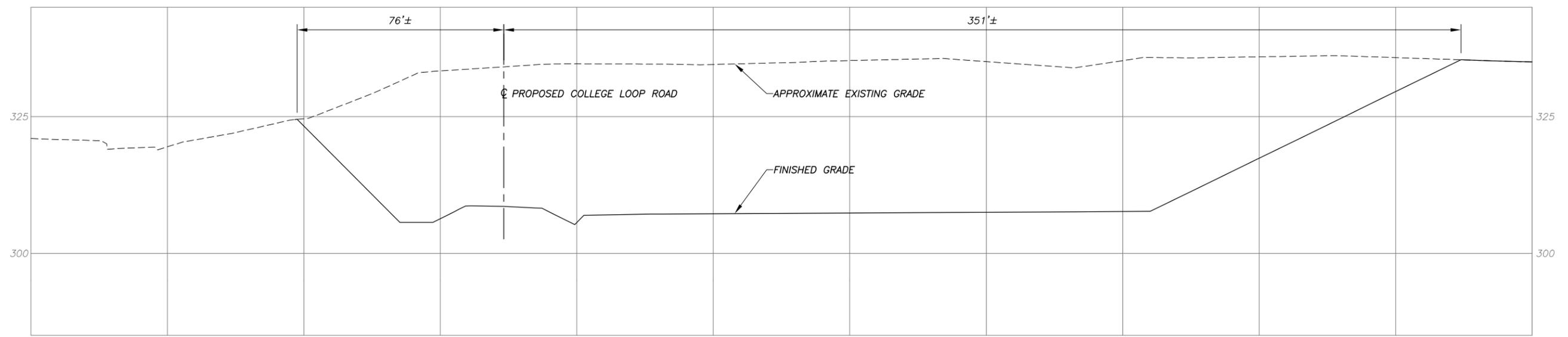
AT&T did not include a contingency amount so a 15% contingency is included with this request to cover unforeseen expenses associated with AT&T's work. If the contingency is not needed, it will not be used.

AT&T Cost Estimate =	\$69,309.
<u>15% Contingency =</u>	<u>\$10,396.</u>
Total =	\$79,705.

Administration recommendation: Approve action memorandum 12-034.



PLAN



PROFILE

REVISIONS	MARK	DATE	DESCRIPTION
1			
2			
3			
4			
5			

HDL HATTENBURG DILLEY & LINNELL
Engineering Consultants

- ENGINEERING
- SURVEYING
- PROJECT MANAGEMENT
- EARTH SCIENCE
- PLANNING
- ENVIRONMENTAL

(807) 561-2100 - ANCHORAGE
(807) 746-9200 - PALMER
WWW.HDLALASKA.COM

PALMER SOUTHWEST UTILITY EXTENSION PHASE IIa
**SITE PREPARATION AND
WATER SYSTEM EXTENSION**
PALMER, ALASKA

SHEET TITLE
PROFILE ALONG WEST PROPERTY LINE FOR UTILITY RELOCATES

SHEET
1

DRAWN BY: TLC
CHECKED BY: DWL

DATE: MAR. 2012
SCALE: NONE

JOB NUMBER: 08-029

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

- B. Copies of Owner provided permits are provided in Appendix A Permits. Contractor shall abide by all permit requirements at no cost to owner.

SC-7.01 Add new paragraphs immediately after Paragraph 7.01.C:

- D. Additional Work which may be occurring on the Site includes:
1. Gas main relocation along Trunk Road to reflect final grades of this Project.
 2. Telecommunications relocation along Trunk road to reflect final grades of this Project.
- E. Unrelated Work at Site.
1. Other utility companies may be performing work within the project area, including but not limited to MEA, MTA, Enstar, GCI and other local utilities. Contractor shall coordinate and schedule work with these other activities at no additional cost to the Owner.

SC-7.02.A.1. Delete paragraphs 7.02.A and B in their entirety and insert the following:

- A. The Contractor shall be responsible for coordination of the activities among the other prime contractors and subcontractors on the Site to ensure a safe, efficient working environment, including scheduling delivery of materials, storage of materials, sequencing of construction involving different crafts, resolving interface issues between crafts, scheduling testing, and all other aspects of the Work that do not impact the design or function of the Work.

SC-7.04 Add a new paragraph immediately after paragraph 7.03:

7.04 Claims Between Contractors

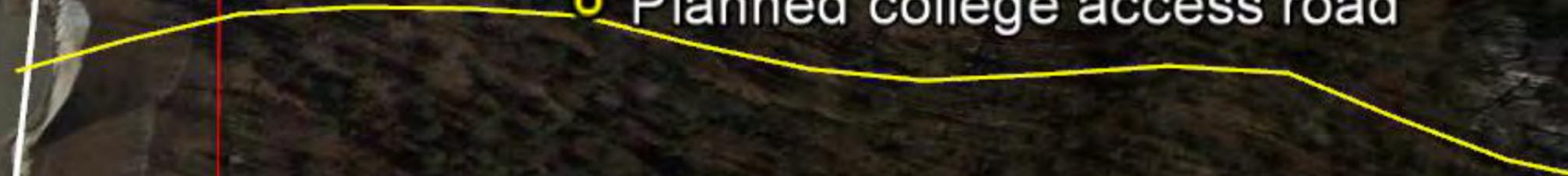
- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.



Planned waterline extension



Planned college access road



Proposed new splice manhole



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AT&T Alaska Offered Services
Service/Maintenance/Installation Estimate

Customer Name: Department of Public Works
Customer Address: 231 W. Evergreen Avenue, Palmer, AK 99645
Customer Contact Name: Thomas Cohenour
Email: tcohenour@palmerak.org
Phone: (907) 761-1350

Date: 04/14/2012

Location : Trunk Road Fiber Relocation, Palmer, AK

RE: Letter dated March 6, 2012 from Department of Public Works, Palmer, AK.

- Preliminary one-line sketch of the proposed replacement facilities and any new facilities proposed as part of the project are attached.
- Preliminary relocation cost estimate for facilities that are proposed for relocation is: \$69,309.00.
- Relocation will be coordinated with the Department of Public Works, Palmer, AK.

Special Notes:

- Revisions or modifications to this estimate shall be subject to review by AT&T Alaska.
- Estimate excludes any applicable taxes or surcharges.
- Estimate is valid for 45 days from the date of issuance.
- Charges are estimated and final charges will be based on actual time, materials and expenses required to complete the work.
- This estimate assumes the work will be completed during one trip to the site and that the work will run contiguously, Monday through Friday work week.

Ken Peacock
AT&T Project Manager
505 E Bluff Drive
Anchorage, AK 99501-1100
(907) 264-7254

Customer Signature

Customer Title

Customer Name (Printed)

Date Signed