

AGENDA REPORT

DATE December 3, 2002

ITEM: ENGINEERING SERVICES AGREEMENT: FOX FARM ROAD CORRIDOR STUDY, O. F. 1373

INITIATED BY: PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

ACTION REQUESTED: APPROVE ENGINEERING SERVICES AGREEMENT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

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**RECOMMENDATION:** Staff recommends the approval of the attached engineering services agreement with Robert Peccia and Associates for the Fox Farm Road Corridor Study, O. F. 1373.

**MOTION:** “I move the City Commission approve the attached engineering services agreement with Robert Peccia and Associates (Peccia) for the Fox Farm Road Corridor Study, O. F. 1373, and authorize the City Manager to execute the agreement.”

**SYNOPSIS:** The Fox Farm Road Corridor from 10<sup>th</sup> Avenue South to Park Garden Road is one of the most heavily traveled routes under City jurisdiction within the city limits. There is an ongoing interest on the part of the general public and city staff to improve the movement of traffic and improve safety within the corridor.

The proposed study will analyze the current condition of traffic movement within the corridor in order to provide recommendations for improving traffic flow and safety.

City staff and Peccia have negotiated the proposed contract (attached). The not to exceed cost of Peccia’s services is \$10,568. Funding is available from the street fund.

**BACKGROUND:** The Fox Farm Road Corridor from 10<sup>th</sup> Avenue South to the south city limits has seen a number of major improvements over the last decade. Around 1993, Fox Farm Road was reconstructed and widened under a Special Improvement District. In 1996, adjoining areas of 10<sup>th</sup> Avenue South plus Fox Farm Road from 10<sup>th</sup> Avenue South to Alder Drive were reconstructed and widened under a Montana Department of Transportation project. In 1997, sidewalk was added on the east side of Fox Farm Road from the south city limits to Park Garden Road. In 2002, an upgraded pedestrian crossing was installed in front of the Heritage Inn at Alder Drive. Sidewalk is planned on the east side from Park Garden Road to Alder Drive in the near future. Improvements to Exit 0, 14<sup>th</sup> Street SW, Flood Road, and the Park Garden railroad crossing have all benefited area traffic flows.

The area has also experienced gradual growth. There are ongoing concerns regarding the flow of traffic and pedestrian safety around Meadowlark School. Safety is also a concern around the Heritage Inn. The volume of rush hour traffic is a concern as well. There has been a great deal

of public concern recently with the approval of another casino near the 10<sup>th</sup> Avenue South intersection.

Peccia was selected earlier to provide the update of the Great Falls Transportation Plan. This plan will analyze the existing transportation conditions around the City and project conditions and needs for the next 20 years. Special emphasis is being placed on economic and social changes that will have a direct impact on the transportation system. Staff has been very pleased with the approach and progress Peccia has made on the project.

This proposed contract is much more detailed than the Transportation Plan, and is limited to a specific area. Some of the data collected in the TranPlan, such as traffic volumes and level of service analysis around Fox Farm Road, will be incorporated. Additionally, this contract will analyze existing traffic conditions at key points in the corridor, plus the Dahlquist area, and provide options for potential changes in the roadway and its operation.

A presentation of the study is proposed for the February 18, 2003 City Commission work session. The study is scheduled to be completed by March 1, 2003.

Attachments: Engineering Services Agreement

**AGREEMENT**

**FOX FARM ROAD CORRIDOR STUDY  
CITY OF GREAT FALLS, OFFICE FILE 1373**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the City of Great Falls, Great Falls, Montana, hereinafter referred to as the "City", and Robert Peccia & Associates, 825 Custer Avenue, Helena, Montana 59604, hereinafter referred to as the "Consultant."

**WITNESSETH:**

**THAT, WHEREAS**, the City selects the Consultant to furnish specific services of a technical nature and to develop and provide a Technical Report analyzing the Fox Farm Road transportation corridor; and,

**WHEREAS**, the Consultant agrees to furnish specific services in accordance with the conditions herein provided and will carry out the duties and obligations imposed by the Agreement ; and,

**WHEREAS**, the City is designated as the administrator of this Agreement, and its City Engineer as its contract representative,

**NOW, THEREFORE**, subject to the provisions herein set forth and in consideration of the mutual covenants herein contained, the Consultant agrees to furnish, and the City agrees to accept, the following services:

The preparation of a technical report for the Fox Farm Road transportation corridor, as described herein.

**ARTICLE I - SCOPE OF WORK**

**SECTION 1 - GENERAL**

The Consultant shall furnish services including all labor, manpower, subcontracted services, materials, supplies, equipment, travel, transportation, and professional services to provide a Technical Report for the Fox Farm Road transportation corridor contained within the limits of the City of Great Falls. The agreed to Scope of Work, labeled Exhibit "A", is attached and by this reference made a part of this Agreement.

**SECTION 2 - OBLIGATION OF THE CITY TO THE CONSULTANT**

In addition to the obligations of the City to the Consultant listed elsewhere in this Agreement, the City shall:

- A. Cooperate with the Consultant in making necessary arrangements with public officials and with such individuals as the Consultant may need to contact for advice, counsel and information.

- B. Furnish the Consultant with all previous studies relating to transportation in the Fox Farm Road transportation corridor.
- C. Provide all approvals of the Consultant's formal submittals in writing. If verbal approvals are first given in the interest of progressing the work, the City shall immediately confirm such verbal approvals in writing.
- D. Furnish the City's existing information pertinent to the project without charge to the Consultant.

**SECTION 3 - CONFERENCES, INSPECTION OF WORK, PROGRESS REPORTS, AND LIAISON**

- A. Conferences will be held as necessary between representatives of the City and the Consultant to review and discuss progress and any matters pertinent to the work.
- B. The Consultant will be responsible to and will report to the City Engineer for payment, submission of information, etc.
- C. Requests for visits to the office of the Consultant may be made by the City, representatives of the Montana Department of Transportation, or Federal Highway Administration, in conjunction with any other party or parties for the purpose of review or inspection of the work.
- D. The Consultant, when directed by the City, shall confer with public agencies and give consideration to their suggestions and plans.

**ARTICLE II - TIME OF BEGINNING AND COMPLETION**

**SECTION 1 - PROJECT COMPLETION TIME**

- A. The Consultant agrees to start work on the professional services outlined in Article I of this Agreement within ten (10) days after receipt of written notice to proceed.
- B. The Consultant shall complete and deliver the final technical report to the City within three (3) months of the notice to proceed, as shown in the Project Schedule included in Exhibit "A" (Scope of Work).

**SECTION 2 - CHANGES**

- A. Should the City deem it advisable or necessary to make any alteration which will increase the scope of work outlined in this Agreement, the time limits specified herein may be adjusted as provided in this Agreement.
- B. The Consultant shall make every effort to complete this work in accordance with the requirements of the City and shall improve on the schedule if possible.
- C. If additional work is requested by the City or delays beyond the control of the Consultant prevent completion of this Agreement in the time specified, the City

may grant a time extension for any phases of the work provided the Consultant applies for one within ten (10) days after the alleged delay has occurred.

### **ARTICLE III - PAYMENT**

#### **SECTION 1 - PAYMENT FOR SERVICES**

For all services performed by the Consultant under this Agreement, including all expenditures and expenses incurred by the Consultant, the City agrees to pay up to but not more than the sum of \$ 10,568.00.

A. Partial and Final Payments

Monthly payments based on an approved percentage of completion will be made by the City as the work progresses.

All costs related to this project are to be in conformance with 48 CFR 31.2 (Federal Procurement Regulations).

Payments will be made pursuant to certified invoices in a form acceptable to the City. One copy of the invoice shall be submitted with each billing.

When the Consultant has completed the work in accordance with the terms of the Agreement, it will certify to the completion of the project.

The submission of an affidavit of the final claim by the Consultant shall constitute full acceptance by it of the total amount shown as the entire amount due it under the Agreement.

B. Cost Estimate

The attached cost estimate prepared by the Consultant, Exhibit "B", by this reference, is hereby made a part of this Agreement.

#### **SECTION 2 - INSPECTION AND AUDIT**

All books, papers, records, payrolls, vouchers and invoices relating to costs and expenditures incurred in the performance of the services specified in Article I by the Consultant or any of its subcontractors, shall be made available to the City or their authorized representatives, for audit and review, at the Consultant's offices, at reasonable times during the Agreement period and for three years after the date of final payment.

#### **SECTION 3 - TYPE OF AGREEMENT**

The Consultant agrees that this is a professional services Agreement and that the Consultant is an independent contractor, and not an employee of the City. The Consultant further understands that the City will withhold no deductions from the payments under this Agreement for Federal or State tax, FICA, Workers' Compensation, or other purposes.

## **ARTICLE IV - MISCELLANEOUS PROVISIONS**

### **SECTION 1 - TERMINATION OR ABANDONMENT**

The City reserves the sole right to terminate this Agreement at any time upon fifteen (15) days written notice to the Consultant. Cause for termination of the Agreement may be for, but is not limited to, the following:

- A. Due to unforeseen circumstances it is possible that it could be in the best public interest to abandon the project covered by this Agreement. If the City deems that such project abandonment is appropriate, this Agreement will be terminated.
- B. Due to adverse weather, flood, earthquake, etc., or any other condition or conditions beyond the control of the City and/or the Consultant, which may adversely affect the work to be performed, the City may terminate this Agreement.
- C. Due to a change in the scope, character or complexity of all or any part of the work under this Agreement, the City may decide that it is in the best public interest to terminate this Agreement.
- D. Should the services of the Consultant prove unsatisfactory or because of the failure of the Consultant to prosecute the work with due diligence or to complete the work or any part of the work within the time limits specified, this Agreement may be terminated.
- E. Termination Due to Loss of Funding. This Agreement will terminate in whole or in part, at the discretion of the City, in the event that the City suffers a loss of funding. In this event, the City will give the contractor written notice setting forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding and changes in the approved budget.

If the Agreement is terminated, the Consultant will be paid the reasonable value of services rendered up to the time of termination. The reasonable value of such services will be based on the method of payment defined in the Agreement. The approved percentage of completion will be determined by agreement between the City and the Consultant.

### **SECTION 2 - GENERAL COMPLIANCE WITH LAWS**

The Consultant shall keep fully informed on all Federal and State laws and local bylaws, ordinances and regulations including current State rules and regulations, for safety and protection of personnel and the public which in any manner affect those engaged or employed by or shall in any way affect the conduct of the services performed under this Agreement and of all such orders and decrees of bodies and tribunals with jurisdiction or authority under the same. The Consultant shall at all times observe and comply with existing laws, ordinances and regulations and agrees that it will save harmless the City or other agency or government from all claims and liabilities due to its negligent acts or the negligent acts of its subcontractors, agents or employees during the performance of the work called for under this Agreement.

### SECTION 3 - OWNERSHIP OF DOCUMENTS

Upon completion of services or termination of this Agreement, all drawings, map originals, field books, calculations, data, and reports become the property of the City.

### SECTION 4 - SUBCONTRACTING, ASSIGNMENT OR TRANSFER

The subcontracting, assignment or transfer of any part of this Agreement, except as shown in the Consultant's proposal, is prohibited without the prior written approval of the City.

Subcontracts, which exceed \$10,000 in cost, must contain all required provisions of this Agreement.

### SECTION 5 - CHANGES OF WORK

If, during the term of the Agreement, additional services are required other than those services specified above, or major changes in the work become necessary or desirable, the City may, in writing, order the Consultant to perform such services or make such changes or, if the Consultant is of the opinion that any work he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the City in writing prior to performing such work. If the City determines that such work does constitute extra work, the Consultant will be reimbursed on an agreed basis and additional time for completion of the Agreement will be given. Before such work is undertaken, the Consultant and the City will, by written agreement, determine the scope of the work and the cost thereof.

Compensation for additional services will be determined prior to commencement of the extra work and as soon as circumstances permit. If an agreement is not reached in negotiations for an increase in work, the City will use other methods to accomplish the work.

### SECTION 6 - MEETINGS AND PRESENTATIONS

The Consultant and its subcontractors, when directed by the City shall attend and make appropriate presentations at meetings conducted for the purpose of discussing matters pertaining to the project with the public or local officials. This would include City Commission and other City meetings and presentations, as outlined in the Scope of Work.

The Consultant shall prepare exhibits and visual aids necessary to explain the project to the participants of the meetings.

### SECTION 7 - ACCURACY OF WORK

The Consultant is responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant without additional compensation.

If any errors are made by the Consultant in any phase of the work under this Agreement which require any additional work, the Consultant will be promptly notified and will perform the additional work necessary to correct these errors without undue delay and without additional cost to the City. Acceptance of work will not relieve the Consultant of the responsibility for subsequent correction of such errors and the clarification of any known ambiguities.

SECTION 8 - VENUE

In the event of litigation, venue shall be in the Court of the Eighth Judicial District of the State of Montana, in and for the County of Cascade. The Agreement shall be interpreted according to the laws of Montana.

SECTION 9 - PREVIOUS AGREEMENTS

This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written Agreement, shall be binding or valid.

SECTION 10 - INSURANCE REQUIREMENTS

It is required that the Agreement or performing work under this Agreement to provide proof of the following insurance coverage prior to the date upon which work is to begin. The proof of insurance or exemption must be valid for the entire agreement period.

- A. Comprehensive general liability insurance, including automobile liability insurance, with limits of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation Insurance coverage valid in the State of Montana or proof of exemption thereof.

SECTION 11 - CONSULTANT'S PROPOSAL

The attached Scope of Work, Exhibit "A", and Cost Estimate, Exhibit "B", by this reference are made a part of this Agreement. If this Agreement and the scope of work and cost estimate or project schedule conflict in any areas, the Agreement shall be binding.

APPROVED FOR ROBERT PECCIA AND  
ASSOCIATES

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED FOR THE CITY OF GREAT  
FALLS

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
ATTEST: City Clerk, Peggy Bourne

\_\_\_\_\_  
Approved for legal content  
City Attorney, David V. Gliko

## **Exhibit A – Scope of Work**

### **City of Great Falls, Office File 1373 Fox Farm Road Corridor Study**

#### **Background**

The City of Great Falls desires to have an engineering firm study traffic operations and corridor characteristics on Fox Farm Road, beginning at the south leg of its intersection with 10<sup>th</sup> Avenue South, and extending several blocks away from the intersection, to approximately Park Garden Road. An increasing amount of traffic has been utilizing this facility, and a recently approved casino/lounge/liquor store on the east side of Fox Farm Road may or may not affect corridor operations as determined in a traffic impact study previously prepared for that development. Although a traffic impact study was completed for this recently approved development, the City of Great Falls would like a second look at the Fox Farm Road corridor in general in this area. The Fox Farm Road corridor would also include the Meadowlark elementary school along its length, as well as the Heritage Inn.

This project will consist of the preparation of a technical report containing a traffic investigation study for the corridor. In addition, attendance at a City Commission workshop to present the report, and possibly attendance at one neighborhood council meeting, would also be needed. Several site visits to the corridor would be made to observe traffic operations at various times during the course of the project.

#### **Project Tasks**

##### **Task 1: Kick-Off Meeting**

Upon signing a contract for the project and receiving a “Notice-To-Proceed”, RPA will schedule and conduct a formal “Kick-Off” meeting with the City staff and others as applicable. The scope of the project will be discussed (and/or refined as needed), and the schedule and other miscellaneous items will be recorded. A tentative date for the kick-off meeting would be December 11<sup>th</sup> (pending project and contract approval).

##### **Task 2: Review Existing Information To Date**

This task chiefly involves the review of the Traffic Impact Study prepared for the Cascade Lounge by another engineering firm, to become familiar with the anticipated operational characteristics of the development, and how those characteristics may affect traffic flow on Fox Farm Road. Additionally, all information gathered by RPA within the scope of their work on the Great Falls Transportation Plan will also be examined.

### **Task 3: Observe Operational Characteristics in the Field**

RPA's Traffic Engineer on the project will observe the field characteristics and monitor the functionality of the facility within the study area. Although no actual traffic counts are anticipated to occur (this has already been done to some extent on the Great Falls Transportation Plan project and the Cascade Lounge study), an opinion will be made on the current facility and how it may perform given the expected traffic increase resulting from the lounge development. Several field visits will be completed to observe the corridor. This corridor will include the intersection of 10<sup>th</sup> Avenue South and Fox Farm Road, Fox Farm Road south to the elementary school, and the Heritage Inn.

### **Task 4: Generate Conceptual Layouts & Analyze Corridor Improvements**

If it is decided during the course of the investigation that modifications are needed to improve the operational characteristics of the corridor and/or applicable intersections, RPA will prepare several exhibits showing proposed alternatives for inclusion in the technical report. Some alternatives that may be considered include the addition of center raised medians, center turn lanes, intersection modifications (though not to 10<sup>th</sup> Avenue South), traffic calming measures, and/or others. The consequences that these alternatives may have on the surrounding street network will also be studied and presented. Items that will be looked at include the likelihood of "pass-thru" traffic within the adjacent streets, changes in traffic volumes on the adjacent streets, the level of service of the adjacent intersections, speeds, pedestrian and bicycle considerations, and any other traffic engineering considerations. It is not known at this time whether any improvements will be necessary. However if it is decided during tasks 1 through 3 that operational problems are evident and improvements could be made to the facility, then several alternatives will be looked at and presented to the City for consideration.

RPA will also look at whether any site specific improvements can be made to the Heritage Inn facility to accommodate their peak traffic conditions during the Russell art auction. These improvements may include approach closures, vehicle detours, pedestrian flow modifications and/or revised signing. Some coordination with the Heritage Inn personnel may take place to learn more about their needs during the auction time period. An exhibit (or exhibits) will be prepared, and any consequences of recommended modifications will be analyzed and presented.

Finally, the feasibility of an approach for the Dahlquist Realty property will be investigated and discussed in this study. The location of the approach, distances between adjacent intersections and drives, expected volumes, and expected turning movements will be analyzed. An exhibit (or exhibits) will be prepared, and any consequences of recommended modifications will be analyzed and presented. Coordination with the Montana Department of Transportation (MDT) will be necessary.

### **Task 5: Prepare & Distribute a “Draft” Traffic Investigation Report For Review**

A “Draft” Traffic Investigation Report will be prepared discussing all of the work on the project, our opinion of the present and future operational characteristics of the facility, proposed alternatives to improving the facility and our preferred alternative. The intent would be for the City to review our work on the project and give us back any comments before proceeding with a final production effort. RPA would produce 5 copies of this “draft” document for distribution to applicable City staff and officials.

### **Task 6: Publish & Distribute “Final” Document**

After all comments have been reviewed and addressed, the final document will be prepared. The final document will be stamped and signed by RPA’s Traffic & Transportation Division Manager, and 10 copies will be produced for distribution.

### **Task 7: Public Meetings**

It is expected that there will be one committed public meeting to attend, with the possibility of a second public meeting being required. The first public meeting would be for the City Commission work session (tentatively schedule for February 18, 2003). At this meeting RPA’s assigned traffic engineer would present the findings of the technical report. The potential second public meeting would be a neighborhood council meeting. RPA’s traffic engineer would attend this meeting at the request of the City Public Works Department.

### **Task 8: Miscellaneous Revisions**

This task is set up to accommodate any necessary revisions to the scope of work over the project. It is expected that any small changes in the scope of work as the project progresses could be handled within the dollar limits of this task. If significant scope changes occur, then revisions to the contract may be required.

### **Cost and Time of Completion**

RPA proposes to complete the scope of work described above for Phase One on a lump sum basis in the amount of **Ten Thousand Five Hundred Sixty Eight Dollars & No Cents (\$10,568)**. RPA has provided a cost breakdown on the attached spreadsheet labeled Exhibit “B”.

RPA proposes to complete all work items associated with this project and deliver the technical report by March 1, 2003.

**COST PROPOSAL - "EXHIBIT B"**  
**FOX FARM ROAD - TRAFFIC INVESTIGATION**  
**PREPARED FOR THE CITY OF GREAT FALLS**  
**PREPARED BY ROBERT PECCIA AND ASSOCIATES**  
##### JAK

TASK	DESCRIPTION	DIVISION MANAGER	PROJECT MANAGER	PROJECT ENGINEER	PROJECT DESIGNER	ENGINEER TECHNICIAN	CADD TECHNICIAN	ADMIN. ASSISTANT	TOTAL RPA HOURS	CADD TIME \$5.00	PC TIME \$1.50
	<b>FOX FARM ROAD CORRIDOR STUDY</b>	\$36.25	\$26.63	\$18.44	\$16.59	\$16.27	\$20.12	\$14.84			
1	Kick-Off Meeting		6						6		
2	Review Existing Information To Date		4						4		
3	Observe Operational Characteristics in the Field		24						24		
4	Generate Conceptual Layouts for Needed Improvements		24				32		56	32	24
5	Prepare & Distribute a "Draft" Traffic Investigation Report For Review		6					2	8		8
6	Publish & Distribute "Final" Document		4					2	6		6
7	Public Meetings		8								
8	Miscellaneous Revisions		12					2	14		14
	<b>SUBTOTAL</b>	0	88	0	0	0	32	6	118	32	52
	<b>DIRECT LABOR COSTS</b>	\$0.00	\$2,343.44	\$0.00	\$0.00	\$0.00	\$643.84	\$89.04		\$160.00	\$78.00

LABOR COSTS	RPA DIRECT LABOR	OVERHEAD RATE 1.6628	LOADED RPA LABOR
DIVISION MANAGER	\$0.00	\$0.00	\$0.00
PROJECT MANAGER	\$2,343.44	\$3,896.67	\$6,240.11
PROJECT ENGINEER	\$0.00	\$0.00	\$0.00
PROJECT DESIGNER	\$0.00	\$0.00	\$0.00
ENGINEER TECHNICIAN	\$0.00	\$0.00	\$0.00
CADD TECHNICIAN	\$643.84	\$1,070.58	\$1,714.42
ADMIN. ASSISTANT	\$89.04	\$148.06	\$237.10
<b>SUBTOTAL LABOR COSTS</b>	<b>\$3,076.32</b>	<b>\$5,115.30</b>	<b>\$8,191.62</b>

DIRECT JOB COSTS	TOTAL DIRECT
COMPUTER EXPENSES	\$238.00
MILEAGE (6 TRIPS - 2 PUBLIC, 1 KICKOFF, 3 FIELD)	\$448.56
BUSINESS MEALS & LODGING (6 TRIPS)	\$351.00
POSTAGE/SHIPPING/TELEPHONE/FAX SERVICE	\$50.00
PRINTING & COPIES	\$60.00
<b>SUBTOTAL DIRECT COSTS</b>	<b>\$1,147.56</b>

TOTAL COSTS	\$9,339.18
PROFIT	\$1,228.74
<b>TOTAL</b>	<b>\$10,568</b>