



City Council Staff Report

Date:

November 6, 2024

Applicant:

Mapleton City Public Works

Location:

Maple St, Main St to 1200 East

Prepared By:

Rob Hunter, City Engineer/
Public Works Director

Public Hearing:

No

Attachments:

Design proposal

REQUEST

Approve the task order for Elevate Engineering to design the E Maple Street roadway improvements.

BACKGROUND & DESCRIPTION

In July, Public Works presented proposed roadway projects to the City Council. One project consisted of adding curb, gutter, and sidewalk to both sides of E Maple Street from Main Street to 1200 East. The direction from the City Council was to move forward with procuring design for these proposed roadway projects. Public Works selected Elevate Engineering for the E Maplet Street design project, using internal City procurement policy for small design projects (less than \$100,000), which is patterned after state procurement policy for small design projects. For these small design projects, we internally review at least 3 qualified design firms and set them up on a rotation for these small design projects. Therefore, Elevate Engineering's selection for this project follows state and City procurement policy for small design projects.

EVALUATION

As stated above, Elevate Engineer was selected following procurement policy for small design projects. The proposed design costs are fair for civil design projects this size. Public Works proposes to use Class "C" road fund reserves to pay for this design.

RECOMMENDATION

Approve the task order for Elevate Engineering to design the E Maple Street roadway improvements for the proposed fee of \$49,100.

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO APPROVE THE TASK ORDER FOR ELEVATE ENGINEERING TO DESIGN THE E MAPLE STREET ROADWAY IMPROVEMENTS

WHEREAS, Mapleton City desires to improve sidewalk connectivity, especially near important facilities such as schools and parks; and

WHEREAS, the proposed E Maple Street roadway improvements would complete sidewalk connections along an important walking route both to Mapleton Elementary and Mapleton City Park; and

WHEREAS, the City has Class “C” road fund reserves that can cover design costs for this project;

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, that: the City approves the task order for Elevate Engineering to design the E Maple Street roadway improvements for \$49,100.

This resolution adopted this 6th day of November, 2024, by the City Council of Mapleton City, Utah.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder



October 10, 2024

Mapleton City
Rob Hunter, PE
Public Works Director/City Engineer

Re: East Maple Street – Proposal for Surveying and Civil Engineering

Dear Rob:

Thank you for the opportunity to provide you with this proposal for surveying & engineering services for the proposed upgrade of East Maple Street from Main Street to 1200 East. Below is a list of the anticipated tasks along with the associated price.

1. A Topographic Survey will be provided to gather information of adjacent improvements, including adjacent yard elevations/improvements to verify how the design will match into adjacent properties.
2. A Parcel survey of verified locations for all adjacent parcels. This will determine what ROW/easements are needed for the project.
3. A Parcel exhibit showing metes and bounds of any additional ROW or easements needed for the project will be provided. Estimation of 30 parcels.
4. Plan & Profile Sheets will be provided showing existing & proposed infrastructure including all wet utilities. Underground private utilities (gas, power, phone) can be shown on the utility plan if these locations are provided to us or if painted by blue stakes prior to the topographic survey.
5. Grading/Drainage will be provided inside of the plan and profile sheets showing existing and proposed roadway grades and proposed spot elevations at key points. A hydrologic analysis will be performed, and a drainage design will be prepared using city standards and regulations.
6. It is anticipated that the open ditches on the south side of Maple Street will need to be piped. The design to replace open ditches with underground pipe and associated irrigation boxes is included.
7. A Drainage Report will be provided to determine what additional retention facilities are needed for the project.
8. Preliminary design plans for City staff review will be provided.
9. Final design plan in CAD and stamped PDF form will be provided. Survey control information will be included on the plans.

10. Engineer's cost estimate will be provided.
11. It is anticipated that design meetings will be necessary during the design phase of the project. Attendance at these meetings is included in the price.
12. Expected Improvements for final design.
 - a. North side of Maple Street – concept is C&G and 5' sidewalk in line with existing improvements.
 - b. South side of Maple Street – concept is C&G, 8' planter, and 5' sidewalk, located to get 36' of pavement per the major local section. But exact south side improvements will be finalized once we have survey of power pole locations and adjacent yard improvements as well as verified parcel locations.
 - c. Anticipated lengths are ±4700 linear feet of C&G and sidewalk. ±2700 linear feet to have a planter.
 - d. Storm water retention system(s).
 - e. Open ditch irrigation channels replaced with underground pipe and associated irrigation boxes.
 - f. Streetlights - one per intersection and every 600' between intersections.
 - g. 10-25 power poles will need to be relocated, or power rerouted underground. Depends on survey and final design.

Lump Sum Cost: \$49,100

Assumptions/Exclusions

- 1- Off-Site Improvements – It was assumed that this project deals with improvements for the Maple Street corridor from Main Street to 1200 East only. Any off-site improvements, road widening, utility extensions, utility relocations, etc. have been excluded from this proposal.
- 2- Landscaping & Irrigation Plans are excluded from this proposal but can be procured if desired from the client as a bill through cost.
- 3- Construction staking has not been included in this proposal. If desired, design services that are beyond the scope of this proposal can be handled on a time and materials basis.
- 4- Construction phase consultation will be billed on an hourly basis if needed.
- 5- No major revisions to the corridor plans or cross-section will be made once design begins. If major revisions are made which will require substantial redesign, a price will be negotiated.
- 6- The tasks outlined above are considered to be the minimum necessary to complete a project of this size and scope. However, it is possible that the governing agency may place extra, non-typical demands on the project. In the event that this occurs, and additional engineering services are required, a new contract price will be negotiated.

Again, thank you for the opportunity to provide you with this proposal and we look forward to working with you. Please call if you have any questions.

Sincerely,



Larvin Pollock, P.E.

Mapleton City

Title: _____

Date: _____

TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED

Approval of this Agreement by the CLIENT and ENGINEER will serve as written authorization for the ENGINEER to proceed with the services called for under this Agreement. The CLIENT guarantees full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.

2. PAYMENT OF FEES

All fees are due to ENGINEER upon receipt. Fees not paid within 30 days from billing date will be charged a finance charge of 1-1/2% per month until paid in full, and ENGINEER, at its option, may suspend services under the Agreement until all amounts due have been paid in full. It is the business practice of the ENGINEER to file a mechanics' lien for fees not paid within 60 days of billing date.

3. OWNERSHIP OF DOCUMENTS

All documents, including without limitation drawings and specifications, prepared by the ENGINEER under this Agreement as instruments of professional service are the intellectual and personal property of the ENGINEER. They are not intended or represented to be suitable for reuse by the CLIENT or others on this project or other projects. Any reuse without the written authorization of the ENGINEER for the specific purpose intended will be at the CLIENT'S sole risk. The CLIENT shall indemnify, defend, and hold the ENGINEER harmless for any such unauthorized reuse.

4. CONSTRUCTION OBSERVATION AND SAFETY

The CLIENT may request as Additional Services that the ENGINEER visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. The ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work on the basis of such on-site observations. The ENGINEER shall inform the CLIENT of the progress and quality of the work. The ENGINEER shall not have control nor charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractors, subcontractors or any other persons performing any of the work, or for the failure of any of them to properly carry out the work.

5. ESTIMATES OF PROBABLE COSTS

The ENGINEER has no control over the cost of labor, materials or equipment, over the contractor's methods of determining prices, or over competitive bidding or marketing conditions. Opinions of probable construction costs made by the ENGINEER represent its experience as a design professional familiar with the construction industry, but do NOT guarantee that proposals, bids or the actual construction cost will not vary from the opinions. If the CLIENT wishes greater assurance as to the probable construction cost, it shall employ an independent estimator.

6. PERFORMANCE OF SERVICES

The ENGINEER shall render its services under this Agreement in accordance with generally accepted professional practices and makes no other warranty either express or implied. The CLIENT shall provide prompt written notice to the ENGINEER if the CLIENT becomes aware of any fault or defect in the ENGINEER'S services, including any errors, omissions or inconsistencies in the documents.

7. CLIENT SUPPLIED INFORMATION

The CLIENT shall furnish to the ENGINEER all information it possesses for the project that is related to ENGINEER'S services. The ENGINEER may use such information in performing its services and shall be entitled to rely on the accuracy and completeness thereof. The ENGINEER will notify the CLIENT if it finds that the information is inaccurate. The CLIENT will then be responsible for the expense to obtain accurate information and expenses caused by the use of the inaccurate information.

8. PROJECT SCHEDULE

The CLIENT is solely responsible for obtaining and paying for all permits and approvals for the project. The ENGINEER shall not be held accountable for delays due to factors that are beyond the control of the ENGINEER. The CLIENT shall solely bear any costs it incurs for such delays.

9. TERMINATION

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, the ENGINEER will be paid promptly for services rendered and reimbursable expenses incurred through the date of such termination.

10. HAZARDOUS MATERIALS AND UNFORESEEN CONDITIONS

The ENGINEER assumes no risk and shall have no responsibility for non-disclosed or unforeseen conditions or the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form.

11. NATURE OF THE AGREEMENT

This agreement is between CLIENT and ENGINEER. Nothing contained herein shall create a contractual relationship with or a cause of action in favor of a third party against the CLIENT or the ENGINEER. Neither party shall assign this Agreement without the express written consent of the other. This Agreement and its attachments represent the entire integrated agreement between the CLIENT and ENGINEER and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement shall only be amended by a writing signed by the CLIENT and the ENGINEER.

12. DISPUTE RESOLUTION

The CLIENT and the ENGINEER shall in good faith mediate any dispute arising between them, and each agree to pay one half of the costs of the mediation. All claims not resolved by mediation may, at the ENGINEER'S option, be resolved by arbitration in accordance with the Revised Utah Uniform Arbitration Act in lieu of litigation and judgment on the award may be entered in any court having jurisdiction thereof.

13. LIMITATION OF LIABILITY

The CLIENT agrees that the aggregate limit of ENGINEER'S liability, including without limitation attorney fees and costs, for any action based on this Agreement, negligent acts, errors, or omissions relating to or arising out of the project, or any other theory of liability is \$10,000.00 or the ENGINEERS' total fee for the services rendered on the project, whichever is less. Under no circumstances shall the ENGINEER be liable to the CLIENT for consequential damages.

14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law provisions.



**ELEVATE ENGINEERING, LLC
BILLING RATE SCHEDULE**

PERSONNEL CLASSIFICATION	HOURLY RATE
Principal Engineer.....	\$180
Senior Engineer/Project Manager	\$140
Project Engineer	\$125
Associate Project Engineer.....	\$110
Designer.....	\$95
Survey Manager	\$125
Survey Office.....	\$150
Survey Field	\$200
Overtime (client approved).....	1.5 (times) Rate
OTHER DIRECT COSTS	UNIT RATE
MILEAGE	
Mileage.....	\$0.55 / mile
GRAPHICS & REPRODUCTION	
Plots.....	\$2.50/sheet
Mylars.....	\$20.00/sheet
TRAVEL	
Lodging.....	Cost
Air Fare & Other.....	Cost
SUB-CONSULTANTS	Paid Directly by Client
OTHER DIRECT COSTS	Cost plus 15%