

City of Fayetteville Staff Review Form

2017-0235

Legistar File ID

6/6/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

4/25/2017

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE AN AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$250,793.00 FOR ENGINEERING SERVICES RELATED TO THE KITTY CREEK SEWER IMPROVEMENTS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$25,079.30 FOR A TOTAL OF \$275,872.30

Budget Impact:

5400.720.5700-5314.00	Water & Sewer																																			
Account Number	Fund																																			
02017.1	Sanitary Sewer Rehabilitation																																			
Project Number	Project Title																																			
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Budgeted Item?</td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 30%;"></td> <td style="width: 15%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td></td> <td></td> <td>Current Budget</td> <td>\$</td> <td align="right">5,326,606.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td>\$</td> <td align="right">454,000.92</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td>\$</td> <td align="right" style="border: 1px solid gray;">4,872,605.08</td> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> <td>Item Cost</td> <td>\$</td> <td align="right">275,872.30</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>No</u></td> <td>Budget Adjustment</td> <td>\$</td> <td align="right">-</td> </tr> <tr> <td></td> <td></td> <td>Remaining Budget</td> <td>\$</td> <td align="right" style="border: 1px solid gray;">4,596,732.78</td> </tr> </table>	Budgeted Item?	<u>Yes</u>						Current Budget	\$	5,326,606.00			Funds Obligated	\$	454,000.92			Current Balance	\$	4,872,605.08	Does item have a cost?	<u>Yes</u>	Item Cost	\$	275,872.30	Budget Adjustment Attached?	<u>No</u>	Budget Adjustment	\$	-			Remaining Budget	\$	4,596,732.78	
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V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF JUNE 6, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director
Water & Sewer Committee, May 9, 2017 Meeting

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: April 25, 2017

SUBJECT: Approval of the engineering contract and contingency with McClelland Consulting Engineers (MCE) Inc. for professional engineering services associated with the sanitary sewer improvements from Mud Creek, south of Joyce Boulevard, north to Zion Road, aka the Kitty Creek sewer improvements.

RECOMMENDATION:

Fayetteville City Staff recommends approval of (1) the engineering contract with McClelland Consulting Engineers (MCE) Inc. in the not to exceed amount of \$250,793.00 and (2) a ten percent engineering contract contingency of \$25,079.30. The total request is \$275,872.30.

BACKGROUND:

The sanitary sewer improvements, including increasing line size and located generally adjacent to Kitty Creek is a recommended CIP project in the Wastewater Collection System 2014 Master Plan Update. A pre-design preliminary opinion of the future construction and easement costs is \$2,000,000.00.

The proposed engineering contract will provide design and construction administration services.

DISCUSSION:

McClelland Consulting Engineers, Inc. (MCE) was selected for this task in a formal engineering selection committee meeting on February 23, 2016, City of Fayetteville RFQ 16-01, Engineer and Architect - Selection #9. The contract scope and the not to exceed costs were negotiated by City Utilities staff.

BUDGET/STAFF IMPACT:

Budgeted funds are available in the Sanitary System Rehabilitation project.

Attachments:

Staff Review Form
Agreement
Vicinity Map

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And

MCCLELLAND CONSULTING ENGINEERS, INC.

Kitty Creek Sanitary Sewer Relocation/Rehabilitation - Zion Road to south of Joyce Boulevard

THIS AGREEMENT is made as of _____, 2017, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McClelland Consulting Engineers, Inc. with offices located in the City of Fayetteville (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, planning, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by ENGINEER under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments from CITY OF FAYETTEVILLE to ENGINEER may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional design services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during this project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.6 CITY OF FAYETTEVILLE will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.
- 4.3 ENGINEER shall provide a schedule of its services and include such schedule with the scope in Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is \$250,793.00.
- 5.2 The CITY OF FAYETTEVILLE shall compensate ENGINEER based upon a unit price or lump sum basis as described in Appendix A.
- 5.2.1 The maximum not-to-exceed amount authorized for this Agreement is based upon the estimated fee scope, hours, costs and expenses per phase. The estimated fee spreadsheets shall be included in Appendix A. The amount for any phase may be more or less than the estimate, however the maximum not-to-exceed amount shall not be exceed without a formal contract amendment.
- 5.3 Statements
- 5.3.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the professional engineering services.
- 5.4 Payments
- 5.4.1 All statements are payable upon receipt and generally due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.5 Final Payment

5.5.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or ENGINEER's sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices, CITY OF FAYETTEVILLE Standards, Arkansas State Law and the Rules and regulations of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequent of such defect. ENGINEER agrees not to seek or accept any compensation or reimbursements from the CITY OF FAYETTEVILLE for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.

6.2.2 In addition ENGINEER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by ENGINEER'S's Commercial General Liability and Automobile Liability Insurance policies.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor

productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
 - 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF

FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER'S services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

- 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- 6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.
- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.
- 6.10 Publications
- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the ENGINEER's plans and specifications, including documents on electronic media ("delivered documents"), as instruments of professional services. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to ENGINEER. Except for the ENGINEER's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless ENGINEER is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the ENGINEER's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a

conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

113 West Mountain
Fayetteville, AR 72701

ENGINEER's address:

1810 North College Avenue
Fayetteville, Arkansas 72701

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER:

7.1.1 CITY OF FAYETTEVILLE's or any Federal or State Agency's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor any Federal or State Agency's review,, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER 's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

- 7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
- 7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:
 - 7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;
 - 7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 7.3.3.3.3 If the subagreement is terminated for default or for convenience.
- 7.4 Covenant Against Contingent Fees
 - 7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 7.5 Gratuities
 - 7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in

awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

7.6.2 Pursuant to Arkansas Code Ann. § 25-19-105(b)(20), the personal information of CITY OF FAYETTEVILLE water system customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER's employees as required to fulfill the terms of this Agreement. Upon completion of ENGINEER's contractual duties and after approval of ENGINEER's documents, the ENGINEER agrees to destroy or return to CITY OF FAYETTEVILLE any copies of

records containing information about CITY OF FAYETTEVILLE water system customers.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor, Lioneld Jordan

ATTEST:
By: _____
City Clerk

McClelland Consulting Engineers, Inc.

By:  _____
Daniel Barnes, P.E.

Title: President, Fayetteville

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX 'A-1'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

KITTY CREEK SANITARY SEWER UPGRADE; ZION ROAD TO SOUTH OF JOYCE AVENUE

1. Scope of Project

- a. Increase the capacity of the existing sanitary sewer line along Kitty Creek from Zion Road to South of Joyce Avenue. Specifically, increase the capacity of approximately 5,400 linear feet (LF) of existing 10-inch sanitary sewer from Manhole I-(17)044 to Manhole I-(17)108. Approximately 2,200 LF will be increased to an 18-inch diameter line, while the remaining 3,200 LF will be increased to a 15-inch diameter line as recommended in the Wastewater Collection System 2014 Master Plan update by RJN Group.
- b. The upgrade will be completed to replace existing line segments from Manhole I-(17)044 to Manhole I-(17)108. The tie-in point at the upstream project limit at Manhole I-(17)108 will be coordinated with the sewer improvements that have been designed for the Zion Road Phase II Project.
- c. Evaluate trenchless technologies to complete construction in the areas with limited access, in addition to environmentally sensitive areas.
- d. Obtain required regulatory agency permits (including Arkansas Department of Health and U.S. Army Corps of Engineers). In addition, follow the requirements outlined in the CITY OF FAYETTEVILLE's Streamside Protection Ordinance.
- e. Prepare construction phasing plans necessary to maintain continued traffic flow at all times for road crossings, unless agreed otherwise with the CITY OF FAYETTEVILLE. It is anticipated all roadway crossings will be bored as to not damage existing pavement.

2. Basic Services

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

3. Preliminary Engineering Report

- a. Complete a field evaluation of the existing sanitary sewer alignment and identify potential conflicts. These shall include, but not be limited to ingress/egress, bypass pumping, stream side management, existing improvements within easement limits, etc.
- b. Perform up to five (5) rock soundings at critical locations along the alignment. Prepare summary report and logs, which will also be included in the Project Manual.
- c. Evaluate upgrade options for upgrade. The same technique may not be used for the project in its entirety.
- d. Prepare estimates of probable construction costs for options evaluated.
- e. Present a written report with recommendations to the CITY OF FAYETTEVILLE for review and approval.
- f. Review report with CITY OF FAYETTEVILLE.

4. Property Resolution/Exhibit A Map Preparation

- a. CITY OF FAYETTEVILLE will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- b. Prepare Exhibit A maps for any additional right of way, easements, and/or temporary construction easements required.
- c. All survey work and related right-of-way work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

5. Conceptual Design Phase - 30%

- a. Prepare plan drawings (horizontal alignment) showing all existing facilities.
- b. Prepare plans and data including the following information:

- (1) Survey data, centerline and stations, existing improvements, boring locations, bench marks, existing and proposed easements and right-of-way, temporary construction easements and structures.
- (2) Proposed horizontal alignment.
- (3) Prepare estimate of probable construction costs for primary and alternate designs (trenchless construction methods) including unit cost and total cost.

6. Final Design Phase - 100%

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare final design plans to incorporate 30% design comments and include the following:
 - (1) Design and layout all proposed sanitary sewer horizontal and vertical alignment on plan and profile sheets. Show existing utilities and associated depths.
 - (2) Draft notes on plans to fully describe the construction work to be performed.
 - (3) Prepare recommendations for sequence of construction and prepare layout of construction phasing and use of trenchless technologies.
- b. Prepare right-of-way plans to include the following:
 - (1) Plans to be drawn at 1" = 50' scale or larger scale.
 - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, addresses, utility easements, temporary construction easements and related information.
 - (3) Provide complete information on plans for, and prepare legal descriptions for, acquisition of rights-of-way and easements including residual or severed tracts. Prepare easement and right of way acquisition documents utilizing standard CITY OF FAYETTEVILLE forms.
 - (4) Provide tabulation of tracts, ownerships, and areas (permanent and temporary construction easements) for each acquisition.

- c. Prepare construction details which depict all typical items utilizing the CITY OF FAYETTEVILLE format and standard detail drawings where applicable.
- d. Prepare non-standard construction details and specifications as required.
- e. Provide construction bid proposal form. Provide a computer disk containing the bid proposal form in accordance with CITY OF FAYETTEVILLE format(s).
- f. Prepare a recommendation of construction contract time.
- g. Submit to the Arkansas Department of Health for review/approval.
- h. Prepare and submit permit application to the US Army Corps of Engineers.
- i. Complete storm water pollution prevention plan.
- j. Assemble Project Manual and provide to CITY OF FAYETTEVILLE for bidding purposes.
- k. Prepare estimate of probable construction costs.
- l. Attend monthly design progress meeting with CITY OF FAYETTEVILLE.

7. Bidding Services

- a. Respond to questions from Bidders.
- b. Prepare addenda as required and provide to CITY OF FAYETTEVILLE for distribution to Bidders.
- c. Attend pre-bid meeting. It is assumed that the CITY OF FAYETTEVILLE will conduct the meeting.
- d. Attend bid opening.
- e. Prepare bid tabulation and recommendation of award letter.

8. Construction Administration

- a. Assist City with issuing the Notice to Proceed (NTP) and obtaining executed Contract Documents from the selected Contractor, if requested by the CITY OF FAYETTEVILLE.
- b. Attend the pre-construction meeting. It is assumed that the CITY OF FAYETTEVILLE will conduct the meeting and issue meeting minutes.
- c. Review and respond to Contractor submittals for conformance to the Contract Documents, Drawings, and Specifications. Up to ten (10) submittals are anticipated on this project. The initial review and one (1) re-submittal review is included in this scope of services. Additional re-submittal reviews will be considered Additional Services.
- d. Review Contractor's Requests for Information (RFIs) and issue clarifications as required. Up to ten (10) RFIs are anticipated on this project.
- e. Assist the CITY OF FAYETTEVILLE with the evaluation, negotiation, and processing of Contractor change order requests, if required.
- f. Review monthly Pay Estimates from the Contractor and provide recommendation for payment. A total of eight (8) pay estimates are assumed.
- g. Engineer of Record shall conduct periodic site visits and attend progress meetings as required to observe the progress and quality of the executed work to determine compliance with approved plans and specifications in accordance with Arkansas State Law 22-9-101. A total of sixteen (16) site visits/progress meetings are estimated over the course of the assumed 210 calendar day construction contract.
- h. Assist the CITY OF FAYETTEVILLE with the final inspection walk-through. Develop a punch list of outstanding items, and review project closeout documents.
- i. Prepare record drawings based upon information furnished by the Contractor and field representatives.

9. Construction Observation

- a. Provide a field representative to perform comprehensive construction observation if requested by the CITY OF FAYETTEVILLE. Field representative shall meet with CITY OF FAYETTEVILLE field representative at least once weekly to stay informed on construction progress and any issues that may arise.

- b. It is estimated that the level of observation required by the ENGINEER to provide comprehensive services will equate to an average of 30 hours per week for the duration of the assumed 210 calendar day construction contract. Partial observation will be conducted on non-critical construction items such as, but not limited to general site cleanup, seeding, sodding, etc.
- c. CITY OF FAYETTEVILLE shall provide adequate notice to ENGINEER when a field representative is required. Minimum notice shall be three (3) business days, with one (1) week notice preferred.

10. Surveying Services

- a. At the request of the CITY OF FAYETTEVILLE, provide up to 32 hours of field surveying to assist in reviewing the Contractor's work and/or to address property owner questions.

11. Project Deliverables

- a. Three copies of the Concept Plans (30%), design report and cost estimates.
- b. One copy of the Preliminary Plans to each potentially affected utility company.
- c. Three copies of the Final Plans, design report, cost estimates and other supporting documents.
- d. Three copies of the revised Final Plans, design summary, cost estimates and other supporting documents.
- e. One copy of the construction bid proposal on a computer disc.
- f. One copy of the revised Final Plans to each potentially affected utility company.
- g. Three copies of the Final Plans and Specifications to the Contractor.
- h. Three copies of the right-of-way plans, easements and acquisition documents.
- i. One (1) hard copy and a PDF copy (if applicable) of the approved shop drawings and submittals from the Contractor.
- j. One (1) hard copy set and a PDF copy of the Record Drawings.

- k. Other electronic files as requested.

12. General

- a. All sewer construction shall follow the guidelines described in the CITY OF FAYETTEVILLE Sewer Design Standards.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the CITY OF FAYETTEVILLE.
- d.
- c. Record drawings shall be provided on computer disc in AutoCAD format in addition to the reproducible drawings.
- d. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.

- 13.** The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the project schedule below:

Begin Design	Notice to Proceed Issued by Owner
Submit Preliminary Engineering Report	4 weeks from notice to proceed
Submit 30% Design for Review/Comment	16 weeks from approved PER
Submit 100% Design for Review/Comment	26 weeks from 30% approval
Submit to ADH for review and approval	2 weeks from 100% approval
Advertise for Bids	2 weeks from ADH approval

- 14.** The ENGINEER should anticipate a 30 calendar day review period by the CITY OF FAYETTEVILLE between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.

- 15.** The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.

- 16.** Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

APPENDIX 'A-2'

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

**KITTY CREEK SANITARY SEWER UPGRADE;
ZION ROAD TO SOUTH OF JOYCE AVENUE**

- CITY OF FAYETTEVILLE shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER’S employees multiplied by ENGINEER’S Hourly Rates as shown on the attached Exhibit “1”, plus approved Reimbursable Expenses and ENGINEER’S Consultant charges, if any. ENGINEER’S Hourly Rates as shown on the attached Exhibit “1” shall be adjusted annually each January 1. For ENGINEER’S Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- Basic Services: Payment by CITY OF FAYETTEVILLE based on ENGINEER’S Hourly Rates shall approximate the following schedule. Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Preliminary Engineering Report	\$16,140.00
Property Resolution/Exhibit A Map Preparation	\$10,480.00
Conceptual Design Phase - 30% Design	\$32,840.00
Final Design Phase - 100% Design	\$76,780.00
Bidding Services	\$5,300.00
Construction Administration	\$38,040.00
Construction Observation	\$63,000.00
Surveying Services	\$5,088.00
SUB-TOTAL Basic Services	\$247,668.00

- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY OF FAYETTEVILLE prior to rendering of same. CITY OF FAYETTEVILLE shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER’S employees multiplied by ENGINEER’S Hourly Rates as shown on the

Attached Exhibit “1”, plus approved Reimbursable Expenses and ENGINEER’S Consultant charges, if any. For ENGINEER’S Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

- CITY OF FAYETTEVILLE shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY OF FAYETTEVILLE prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses	\$3,125.00
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- The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed \$250,793.00
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoices shall be accompanied by a copy of the timesheets for all ENGINEER’S personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER’S consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY OF FAYETTEVILLE prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

FEE ESTIMATE



Fayetteville Kitty Creek Sanitary Sewer Relocation/Rehabilitation

Manhour Fee Estimate
Date: 4-24-17

Task Description	Principal Engineer	Sr Project Manager V	Project Engineer II	Project Designer III	Constr. Ob. VI	Const. Ob. I	Chief Draftsman	Draftsman II	Survey Tech. II	Reg. Land Surveyor IV	Survey (2-Man or Robotic)	Field Survey 1-Man	Office Admin	Extended Cost
	\$190.00	\$200.00	\$120.00	\$85.00	\$110.00	\$65.00	\$90.00	\$65.00	\$68.00	\$120.00	\$143.00	\$78.00	\$70.00	
Preliminary Engineering Report														
Review report from RJN		2.00		4.00										\$740.00
Field evaluation		8.00		8.00										\$2,280.00
Evaluate upgrade options		4.00		16.00										\$2,160.00
Prepare estimate of probable construction costs	1.00	2.00		16.00										\$1,950.00
Prepare written report	1.00	2.00		16.00									4.00	\$2,230.00
Review with Owner	2.00	2.00												\$780.00
Perform 5 Rock Soundings, Generate Report and Logs														\$6,000.00
Sub total Manhours / Fee	4.00	20.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	\$16,140.00
Property Resolution / Exhibit A Map Preparation														
Exhibit A Map Preparation (Estimate of 20)		4.00							30.00	20.00				\$5,240.00
Prepare easement description (Estimate of 20)		4.00							30.00	20.00				\$5,240.00
Sub total Manhours / Fee	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	40.00	0.00	0.00	0.00	\$10,480.00
Conceptual Design Phase - 30% Design														
Conduct field evaluation		8.00		8.00										\$2,280.00
Prepare horizontal alignment	1.00	8.00		24.00			48.00							\$8,150.00
Evaluate trenchless technologies	2.00	12.00		24.00										\$4,820.00
Prepare estimate of probable construction costs	1.00	4.00		16.00										\$2,350.00
Prepare plan sheets	4.00	16.00		48.00			80.00							\$15,240.00
Sub total Manhours / Fee	8.00	48.00	0.00	120.00	0.00	0.00	128.00	0.00	0.00	0.00	0.00	0.00	0.00	\$32,840.00
Final Design Phase - 100% Design														
Adjust horizontal alignment	1.00	10.00		24.00			40.00							\$7,830.00
Prepare vertical alignment	1.00	16.00		48.00			100.00							\$16,470.00
Prepare construction plan notes		2.00		4.00			8.00							\$1,460.00
Prepare recommendation for sequence of construction	2.00	8.00		16.00										\$3,340.00
Review right of way plans		2.00		8.00										\$1,080.00
Develop erosion control plans		4.00		24.00			48.00							\$7,160.00
Prepare non standard construction details	1.00	4.00		16.00			16.00							\$3,790.00
Prepare non standard construction specs	1.00	8.00		24.00								12.00		\$4,670.00
Develop quantity and bid form		2.00		8.00								4.00		\$1,360.00
Assemble Project Manual	2.00	4.00		8.00								16.00		\$2,980.00
Prepare permit application to Corps of Engineers	1.00	4.00		24.00			4.00					4.00		\$3,670.00
Prepare estimate of probable construction cost	1.00	4.00		16.00										\$2,350.00
Submit to ADH for review/approval	1.00	2.00		4.00										\$930.00
Reply to ADH comments		2.00		8.00			4.00							\$1,440.00
Complete SWPPP	1.00	4.00		32.00										\$3,710.00
Utility coordination		8.00		24.00									4.00	\$3,920.00
Meetings with Owner	4.00	8.00		4.00										\$2,700.00
Project management	8.00	32.00												\$7,920.00
Sub total Manhours / Fee	24.00	124.00	0.00	292.00	0.00	0.00	220.00	0.00	0.00	0.00	0.00	0.00	40.00	\$76,780.00
Bidding Services														
Respond to Questions during Bidding		2.00		8.00										\$1,080.00
Prepare/Issue Addenda		4.00		16.00			8.00							\$2,880.00
Pre-bid meeting		2.00												\$400.00
Bid Opening		2.00												\$400.00
Bid tabulation and recommendation		2.00											2.00	\$540.00
Sub total Manhours / Fee	0.00	12.00	0.00	24.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	2.00	\$5,300.00
Construction Administration														
Pre construction meeting		2.00												\$400.00
Review Submittals		8.00		40.00									8.00	\$5,560.00
Respond to RFIs		4.00		24.00			4.00							\$3,200.00
Evaluate Change Order Requests	4.00	8.00		16.00			4.00							\$4,080.00
Pay request review/preparation		16.00												\$3,200.00
Periodic site visits (16 estimated)		48.00												\$9,600.00
Final inspection/punch list preparation		12.00												\$2,400.00
As- built construction documents		8.00		16.00			60.00							\$8,360.00
Project close out		2.00		4.00			4.00						2.00	\$1,240.00
Sub total Manhours / Fee	4.00	108.00	0.00	100.00	0.00	0.00	72.00	0.00	0.00	0.00	0.00	0.00	10.00	\$38,040.00

FEE ESTIMATE

Fayetteville Kitty Creek Sanitary Sewer Relocation/Rehabilitation

Manhour Fee Estimate
Date: 4-24-17



Task Description	Principal Engineer	Sr Project Manager V	Project Engineer II	Project Designer III	Constr. Ob. VI	Const. Ob. I	Chief Draftsman	Draftsman II	Survey Tech. II	Reg. Land Surveyor IV	Survey (2-Man or Robotic)	Field Survey 1-Man	Office Admin	Extended Cost
Construction Observation														
Comprehensive Field Observation Services					90.00	764.00								\$59,560.00
Pre construction meeting					2.00	2.00								\$350.00
Pay request review/preparation					4.00	16.00								\$1,480.00
Final inspection						8.00								\$520.00
As- built construction documents					2.00	6.00								\$610.00
Project close out					2.00	4.00								\$480.00
Sub total Manhours / Fee	0.00	0.00	0.00	0.00	100.00	800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$63,000.00
Surveying Services														
Review Contractor's work and address property owner questions, as required									4.00	2.00	32.00			\$5,088.00
Sub total Manhours / Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	2.00	32.00	0.00	0.00	\$5,088.00
Total Estimated Manhours / Professional Fees	40.00	320.00	0.00	596.00	100.00	800.00	428.00	0.00	64.00	42.00	32.00	0.00	56.00	\$247,668.00
Estimated Reimbursable Expenses														
Mileage														\$1,000.00
ArkUps														\$500.00
Printing														\$500.00
Easement Search - \$125 per parcel - 5 parcels														\$625.00
ADH Review Fee														\$500.00
Total Estimated Reimbursable Expenses														\$3,125.00



"Kitty Creek"
Sanitary Sewer

