

**City of Fayetteville Staff Review Form**

**2017-0687**

**Legistar File ID**

**12/19/2017**

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

Chris Brown

12/1/2017

ENGINEERING (621)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

A Resolution to approve Supplemental Agreement No. 2 to the contract with Garver, LLC in an amount not to exceed \$307,167.00 for Construction Management, additional Archeological Testing & Mitigation Services, and additional Design Services associated with the design & construction of a portion of Ruppel Road between West Starry Night View and West Mount Comfort Road, and to approve a Budget Adjustment.

**Budget Impact:**

4470.800.8835-5314.00	Sales Tax Capital Improvement		
4520.800.9556-5314.00	Sales Tax Construction Project		
Account Number	Fund		
06035.3100	Ruppel Rd (BF Lane to Mt. Comfort)		
Project Number	Project Title		
<b>Budgeted Item?</b> Yes	Current Budget	\$	997,974.00
	Funds Obligated	\$	913,810.00
	Current Balance	\$	<b>84,164.00</b>
<b>Does item have a cost?</b> Yes	Item Cost	\$	307,167.00
<b>Budget Adjustment Attached?</b> Yes	Budget Adjustment	\$	307,167.00
	Remaining Budget	\$	<b>84,164.00</b>

V20140710

Previous Ordinance or Resolution # 34-14, 65-16

Original Contract Number: 2310

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


Comments:



**MEETING OF DECEMBER 19, 2017**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Garner Stoll, Development Services Director  
Chris Brown, City Engineer

**FROM:** Paul Libertini, Staff Engineer 

**DATE:** December 1, 2017

**SUBJECT:** **A Resolution to approve Supplemental Agreement No. 2 to the contract with Garver, LLC in the amount of \$307,167.00 for Construction Management, additional Archeological Testing & Mitigation Services, and additional Design Services associated with the design & construction of Ruppel Road (W. Starry Night View to W. Mt. Comfort Rd.), and to approve a Budget Adjustment.**

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**RECOMMENDATION:**

Staff recommends City Council approval of Supplemental Agreement No. 2 to the contract with Garver, LLC in the amount of \$307,167.00.

**BACKGROUND:**

On February 18, 2014, Garver entered a contract with the City for the design of Ruppel Road for a fee of \$352,879.00. The proposed improvements begin at the northern edge of the Starry Night View and proceed north approximately 1,700 linear feet to tie into the existing signalized intersection at Mount Comfort Road and Ruppel Road (existing northern leg of intersection). Environmental concerns, specifically historically significant artifacts, have delayed this project while staff and the consultant worked with State Historic Preservation Office (SHPO) to develop an acceptable mitigation plan.

On September 23, 2015, the NWARPC awarded this project an additional \$680,000 (80%) of Surface Transportation Program – Attributable (STP-A) funds with a City match of \$170,000 (20%) for a total of \$850,000 for FFY 2016. This funding is for the Environmental, Right Of Way and Utility phases of the Ruppel Road project.

The City received another \$3,262,401 of Federal-aid from Surface Transportation Block Grant Program – Attributable (STBGP-A) for FFY 2017. Total Federal-aid STBGP-A funding for this project is now \$4,228,704.00 with a City match of \$845,740.00.

**DISCUSSION:**

The majority of the cost of Supplemental Agreement #2 (approximately \$225,000) is for Construction Inspection and Management of the construction work. Since this is a federally funded project, significant manpower and documentation is required to insure compliance with federal requirements and regulations so that no reimbursement by federal funds is jeopardized. This supplement agreement also covers costs for additional design services required during the land acquisition phase and bridge lighting as well as some increased costs of mitigation services due to approximately a year delay before starting the archeological work.

**BUDGET/STAFF IMPACT:**

This project is based on an Agreement Of Understanding with AHTD in which Federal Aid money will pay 80% of the contract amount and the City will pay 20%. The Federal portion will be paid from the Surface Transportation Block Grant Program-Attributable (STBGP-A) funds. City funds will be from the Transportation Bond Program. The cost of the services included in Supplemental Agreement No. 2 will not exceed **\$307,167.00**, with the City's share being 20% or \$61,433.00.

**Attachments:**

Supplemental Agreement No. 2 for Engineering Services  
Purchase Order (draft)

**Supplemental Agreement No. 2**  
**ArDOT Job No. 040657**  
**FEDERAL AID PROJECT (FAP) NO. STPU-9142(36)**  
**W. Starry Night View - W. Mount Comfort Rd. (N. Ruppel Rd)(Fayetteville)(S)**

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

**WHEREAS**, the City of Fayetteville and Garver, LLC (Garver) entered into an Agreement for Engineering Services on February 18, 2014; and,

**WHEREAS**, the City of Fayetteville approved Supplemental Agreement No. 1 on March 15, 2016 to add Phase II Archeological Testing and Phase III Archeological Mitigation; and

**WHEREAS**, negotiations with the property owner for right-of-way acquisition has resulted in revisions to the plans and additional Hydrologic and Hydraulic studies; and

**WHEREAS**, the City of Fayetteville has determined that Garver is qualified and capable of performing additional engineering services during construction,

**NOW THEREFORE**, the following modifications will be made to the Agreement to include the described additional items of work:

**MODIFICATIONS:**

1. The "Contract Ceiling Price" (Section 1.2) is increased by \$307,167 from \$807,945 to \$1,115,112.
2. The "Title I Services Ceiling Price (Section 1.12) is increased by \$83,658 from \$807,945 to \$891,603.
3. The "Title II Services Ceiling Price" (Section 1.15) for this agreement is \$223,509.
4. The "Title I Fixed Fee" (Section 3.4) is increased by \$5,678 from \$32,430 to \$38,108.
5. The completion date (Section 17.1) is modified and extended to include bidding and construction related services to be December 31, 2018.
6. See Attachment A for the additions to the scope of services for Section 7.8 Roadway Design and Plans, Section 7.9 Bridge Design and Plans, Section 9 Title II Services to be Provided by Consultant, and Section 13.5 Title II Services Deliverables.

7. See Attachment A-1 for modifications to Appendix A – Justification of Fees and Costs.
8. See Attachment B for a Subconsultant Supplemental Agreement with Flat Earth Archeology, LLC to increase the Subconsultant contract “Ceiling Price” (Appendix B-2 Section 3.5) by \$30,562 from \$451,014 to \$481,576.
9. See Attachment B-1 for modifications to the Justification of Fees and Costs for the Flat Earth Archeology, LLC Subconsultant Supplemental Agreement.

**IN WITNESS WHEREOF**, the parties execute this Supplemental Agreement No. 2, to be effective upon the date set out above.

GARVER, LLC

CITY OF FAYETTEVILLE

BY:   
Ronald S. Petrie, PE  
Sr. Project Manager

BY: \_\_\_\_\_  
Lioneld Jordan  
Mayor

**Add the following items to Agreement Sections 7.8 and 7.9:**

7.8. Roadway Design and Plans

7.8.9. *Waterline Relocation:* Prepare plan & profile sheets for the relocation of a 12" waterline located adjacent to roadway corridor from Starry Night Drive to Mount Comfort Road complete with details, specifications, and quantities.

7.8.10. *Driveway Relocation:* Modify the plan & profile sheets, drainage design, and quantities as necessary to relocate the driveway to the Hazen resident as directed by the Owner.

7.9. Bridge Design and Plans

7.9.6. *Additional Hydrology & Hydraulics Services:* Provide modifications to the HEC-RAS model to study the effects of the water surface elevation for the potential scenario of leaving the existing Hamestring Creek Bridge in place to be utilized for adjacent property access. Prepare exhibits and a letter report of the findings.

7.9.7. *Bridge Lighting:* Prepare lighting plans for fixtures to be installed on the bridge barrier walls including superstructure and barrier details, electrical layout plan & details, specifications, and quantities. Garver will provide a basic lighting analysis for IES criteria verification.

**Agreement Section 9 shall be removed and replaced in its entirety with the following:**

**9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT**

During the construction phase of work, Garver will accomplish the following:

- 9.1. Provide construction engineering and construction inspection and other construction engineering support as required. Construction phase services will be provided in accordance with ARDOT Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and ARDOT procedures for this project.
- 9.2. When requested, provide design related solutions to construction problems and issues that may arise.
- 9.3. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- 9.4. Prepare for and attend utilities coordination meeting.
- 9.5. Attend progress/coordination meetings with the Owner/Contractor.
- 9.6. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all

quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems, or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

- 9.7. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- 9.8. Prepare progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Pay Applications and Documentation to meet ARDOT requirements.
- 9.9. Maintain a set of working drawings during construction.
- 9.10. Prepare and furnish record drawings when construction is complete.
- 9.11. Provide part-time resident construction observation services for the 300-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during the 300-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
- 9.12. Provide coordination with the Owner's geotechnical consultant for Construction Materials Testing services.
- 9.13. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
- 9.14. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.
- 9.15. Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:
  - Consult with and advise the Owner during the construction period.
  - Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
  - Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
  - Maintain a project diary that will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him/her to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the

observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

**Add the following items to Agreement Section 13:**

**13. DELIVERABLES**

- 13.5. Title II Services
  - 13.5.1. Approved shop drawings/submittals from the Contractor (2 copies)
  - 13.5.2. Hard copy set of Record Drawings (1 copy)
  - 13.5.3. Electronic Files as requested.



ATTACHMENT A-1  
 SUPPLEMENTAL AGREEMENT 2 - Justification of Costs and Fees Revision  
 November 30, 2017  
 W. Starry Night View - W. Mount Comfort Rd. (N. Ruppel Rd.)(Fayetteville) (S)  
 Job 040657  
 SUMMARY

<b>PROJECT ADMINISTRATION</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	91	\$6,263	\$752	\$644	\$7,659
SA #2 - Garver	33	\$3,922	\$471	\$31	\$4,424
<b>SURVEYS</b>					
<b>SURVEYS</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	256	\$16,981	\$2,038	\$2,763	\$21,782
<b>TRAFFIC STUDY</b>					
<b>TRAFFIC STUDY</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	40	\$5,424	\$651	\$31	\$6,106
<b>ENVIRONMENTAL</b>					
<b>ENVIRONMENTAL</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	594	\$59,797	\$7,176	\$1,978	\$68,951
SA #1 - Garver	(157)	(\$15,342)	(\$1,841)	\$21,235	\$4,052
SA #1 - Flat Earth Archeology, LLC (Subconsultant Agreement)	15,066	\$298,920	\$20,000	\$132,094	\$451,014
SA #2 - Flat Earth Archeology, LLC (Subconsultant Agreement)	0	\$30,643	\$0	(\$81)	\$30,562
<b>GEOTECHNICAL INVESTIGATION</b>					
<b>GEOTECHNICAL INVESTIGATION</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
GHBW (Subconsultant Agreement)	258	\$20,631	\$2,476	\$3,509	\$26,615
<b>BRIDGE</b>					
<b>BRIDGE</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	910	\$95,856	\$11,503	\$600	\$107,959
SA #2 - Garver (Lighting and Additional H&H)	157	\$18,681	\$2,242	\$21	\$20,944
<b>ROADWAY DESIGN, PLANS, AND SPECS</b>					
<b>ROADWAY DESIGN, PLANS, AND SPECS</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	977	\$86,386	\$10,366	\$306	\$97,058
SA #2 - Garver (Additional Services)	202	\$24,708	\$2,965	\$55	\$27,728
<b>ROW</b>					
<b>ROW</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	124	\$10,522	\$1,263	\$30	\$11,815
<b>BIDDING</b>					
<b>BIDDING</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	37	\$4,348	\$522	\$64	\$4,934
<b>TITLE II</b>					
<b>TITLE II</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
SA #2 - Garver	1,350	\$222,016	\$0	\$1,493	\$223,509
<b>PROJECT TOTALS</b>					
<b>PROJECT TOTALS</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	4,614	\$539,562	\$38,108	\$29,251	\$606,921
GHBW	258	\$20,631	\$2,476	\$3,509	\$26,615
Flat Earth Archeology, LLC	15,066	\$329,563	\$20,000	\$132,013	\$481,576
<b>Original Total</b>	3,287	\$306,208	\$36,747	\$9,925	\$352,879
<b>SA #1 Total</b>	14,909	\$283,578	\$18,159	\$153,329	\$455,066
<b>SA #2 Total</b>	1,742	\$299,970	\$5,678	\$1,519	\$307,167
<b>Project Total</b>	<b>19,938</b>	<b>\$889,756</b>	<b>\$60,584</b>	<b>\$164,773</b>	<b>\$1,115,112</b>

SUPPLEMENTAL AGREEMENT 2 - Justification of Costs and Fees Revision  
November 30, 2017  
W. Starry Night View - W. Mount Comfort Rd. (N. Ruppel Rd.)(Fayetteville) (S)  
Job 040657

**PROJECT ADMINISTRATION**

<b>MANHOURS</b>							
TASK	SPM	PM	ADMIN4	ADMIN3	ADMIN2	ADMIN1	TOTAL
Project Management	3	6					9
Meetings							0
Invoice Processor	8				10	4	22
Administrative Support						2	2
Total MH - Project Administration	11	6	0	0	10	6	33
<b>LABOR COSTS</b>							
Description (Billing Class)	Rate	MH			Amount		
SPM - Project Manager (E-6/E-5)	\$68.10	11			\$749		
PM - Project Manager (E-3/E-4)	\$44.20	6			\$265		
ADMIN2 - Sr. Admin. Assistant (X-2)	\$23.60	10			\$236		
ADMIN1 - Admin. Assistant (X-1)	\$19.00	6			\$114		
			Subtotal		\$1,364		
			Overhead		187.57%	\$2,558	
			Subtotal		\$3,922		
			Fee		\$471		
			Subtotal Labor Costs		<b>\$4,393</b>		
<b>EXPENSES</b>							
ITEM	Quantity	Unit	Rate	Amount			
Printing (8 1/2 x 11 B&W)	310	each	\$0.10	\$31			
Printing (11 x 17 Color)	0	each	\$1.30	\$0			
Mileage	0	mile	\$0.56	\$0			
				Subtotal Direct Costs		\$31	
<b>TOTAL COSTS - PROJECT ADMINISTRATION</b>						<b>\$4,424</b>	
<b>BASIS OF ESTIMATE - PROJECT ADMINISTRATION</b>							
Description							
Adds 12 months of administration for invoicing							

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**BRIDGE - LIGHTING**

<b>MANHOURS</b>							
TASK	SPM	PM	PE	DE	TECH	ADMIN	TOTAL
<b>Bridge Design</b>							
Update Bridge Layout		2			4		6
Revise Bridge Quantities		2			2		4
Superstructure and Barrier Details		8			14		22
QA/QC Review	4	4					8
<b>Electrical Design</b>							
Electrical Layout Plan			40				40
Electrical Lighting Details			12				12
Specifications			6				6
QA/QC Review	6		8				14
Total MH - Design, Plans, and Specs	10	16	66	0	20	0	112
<b>LABOR COSTS</b>							
Description (Billing Class)	Rate	MH			Amount		
SPM - Project Manager (E-5/E-6)	\$68.10	10			\$681		
PM - Project Manager (E-3/E-4)	\$44.20	16			\$707		
PE - Project Engineer (E-2)	\$36.00	66			\$2,376		
DE - Design Engineer (E-1)	\$28.00	0			\$0		
ST - Senior Technician (T-2)	\$28.00	20			\$560		
Subtotal					\$4,324		
Overhead 187.57%					\$8,111		
Subtotal					\$12,435		
Fee					\$1,492		
Subtotal Labor Costs					<b>\$13,927</b>		
<b>EXPENSES</b>							
ITEM	Quantity	Unit	Rate	Amount			
Printing (11x17 B&W)	85	each	\$0.20	\$17			
Miscellaneous (Courier)	0	each	\$12.00	\$0			
Subtotal Direct Costs					\$17		
<b>TOTAL COSTS - BRIDGE - LIGHTING</b>					<b>\$13,944</b>		
<b>BASIS OF ESTIMATE - BRIDGE - LIGHTING</b>							

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**BRIDGE - H&H**

MANHOURS							
TASK	SPM	PM	PE	DE	TECH	ADMIN	TOTAL
<b>Hamestring Creek H &amp; H - Ruppel Existing Bridge</b>							
Bridge data input modification	2	6					8
Modify cross sections for various scenarios	2	16					18
Prepare Exhibits of Results	1	8			2		11
Coordination with client and property owner	4	4					8
Total MH - Design, Plans, and Specs	9	34	0	0	2	0	45
LABOR COSTS							
Description (Billing Class)	Rate	MH			Amount		
SPM - Project Manager (E-5/E-6)	\$68.10	9			\$613		
PM - Project Manager (E-3/E-4)	\$44.20	34			\$1,503		
PE - Project Engineer (E-2)	\$36.00	0			\$0		
DE - Design Engineer (E-1)	\$28.00	0			\$0		
ST - Senior Technician (T-2)	\$28.00	2			\$56		
Subtotal						\$2,172	
Overhead					187.57%	\$4,074	
Subtotal						\$6,246	
Fee						\$750	
Subtotal Labor Costs						<b>\$6,996</b>	
EXPENSES							
ITEM	Quantity	Unit	Rate	Amount			
Printing (11x17 B&W)	20	each	\$0.20	\$4			
Miscellaneous (Courier)	0	each	\$12.00	\$0			
Subtotal Direct Costs						\$4	
<b>TOTAL COSTS - BRIDGE - H&amp;H</b>							<b>\$7,000</b>
BASIS OF ESTIMATE - BRIDGE - H&H							

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**DESIGN, PLANS, AND SPECIFICATIONS - ADDITIONAL SERVICES**

<b>MANHOURS</b>							
TASK	SPM	PM	PE	DE	TECH	ADMIN	TOTAL
<b>Waterline Relocation</b>							
P&P Sheets	4	30			20		54
Typical Details		6			8		14
Coordination with Fayetteville Water & Sewer	4	6					10
Quantities		6					6
<b>Driveway/Storm Sewer Design - Property Owner</b>							
Drainage Calculations		24					24
P&P Sheets	4	30			16		50
Quantities		12					12
City/Property Owner Coordination	16	16					32
	28	130	0	0	44	0	202
<b>LABOR COSTS</b>							
Description (Billing Class)	Rate	MH			Amount		
SPM - Project Manager (E-5/E-6)	\$68.10	28			\$1,907		
PM - Project Manager (E-3/E-4)	\$44.20	130			\$5,746		
PE - Project Engineer (E-2)	\$36.00	0			\$0		
DE - Design Engineer (E-1)	\$28.00	0			\$0		
TECH - Technician (T-1)	\$21.33	44			\$939		
ADMIN - Administrative Assistant (X-1)	\$19.00	0			\$0		
Subtotal					\$8,592		
Overhead 187.57%					\$16,116		
Subtotal					\$24,708		
Fee					\$2,965		
Subtotal Labor Costs					<b>\$27,673</b>		
<b>EXPENSES</b>							
ITEM	Quantity	Unit	Rate	Amount			
Printing (11x17 B&W)	90	each	\$0.20	\$18			
Printing (8.5x11)	50	each	\$0.10	\$5			
Mileage	60	miles	\$0.535	\$32			
Miscellaneous (Courier)	0	each	\$12.00	\$0			
Subtotal Direct Costs					\$55		
<b>TOTAL COSTS - DESIGN, PLANS, AND SPECIFICATIONS - ADDITIONAL SERVICES</b>							<b>\$27,728</b>
<b>BASIS OF ESTIMATE - DESIGN, PLANS, AND SPECIFICATIONS - ADDITIONAL SERVICES</b>							
Note: The manhour estimate is based on a 13 point review by ARDOT.							

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**TITLE II SERVICES**

<b>MANHOURS</b>							
TASK	SPM	PM	PE	SCO	RCO	CO	TOTAL
<b>Title II Services</b>							
Prepare, Attend and Document Preconstruction Meeting	2	4		2	4		12
Supplemental Utility Coordination		8			6		14
Review Contractor's Schedules		6					6
Review and Respond to Contractor's Shop Drawings/Bridge	2	12					14
Review and Respond to Contractor's Shop Drawings/Roadway		12					12
Monthly Progress Meetings with Contractor and City (11 Months)	6	32		12	32		82
Site Visits and Support of City/Resident	12	40		20			72
Resident Construction Observation (214 Working Days - Avg. 4 hrs/day)					856		856
Coordination with Contractor/RFI Responses		24					24
Review and Process Daily reports per ARDOT procedures (214 work days)					112		112
Review and Process Monthly Pay Requests per ARDOT procedures (11 Mos.)	2	30			12		44
Prepare and Submit Monthly Progress Reports (11 Months)		22					22
Prepare Change Orders		8					8
Substantial Completion Project Inspection and Punchlist	2	8			8		18
Final Project Inspection and Punchlist		6			6		12
Coordination with City/ARDOT	6	12					18
Coordination with Materials Testing Firm					6		6
Record Drawings (Hardcopy and Electronic)		4	8				12
ADEQ Permit Renewals		2	4				6
Total MH - Title II Services	32	230	12	34	1,042	0	1,350
<b>LABOR COSTS</b>							
Description (Billing Class)					Rate	MH	Amount
SPM - Sr. Project Manager (E-5/E-6)					\$68.10	32	\$2,179
PM - Project Manager (E-3/E-4)					\$44.20	230	\$10,166
PE - Project Engineer (E-2)					\$36.00	12	\$432
SCO - Sr. Construction Observer (C-3)					\$45.00	34	\$1,530
RCO - Resident Construction Observer (C-2)					\$37.00	1,042	\$38,554
CO - Construction Observer (C-1)					\$29.00	0	\$0
Subtotal							\$52,861
Title II Multiplier						3.20	\$169,155
Subtotal							\$222,016
Fee							\$0
Subtotal Labor Costs							<b>\$222,016</b>
<b>EXPENSES</b>							
ITEM				Quantity	Unit	Rate	Amount
Printing (11x17 B&W)				790	each	\$0.20	\$158
Mileage				2,450	miles	\$0.535	\$1,311
Miscellaneous (Courier)				2	each	\$12.00	\$24
Subtotal Direct Costs							\$1,493
<b>TOTAL COSTS - TITLE II SERVICES</b>							<b>\$223,509</b>
<b>BASIS OF ESTIMATE - TITLE II SERVICES</b>							

**Supplemental Agreement No. 2**

**Subconsultant Agreement**

**ArDOT Job No. 040657**

**FEDERAL AID PROJECT (FAP) NO. STPU-9142(36)**

**W. Starry Night View - W. Mount Comfort Rd. (N. Ruppel Rd)(Fayetteville)(S)**

Date: Nov. 30, 2017

**WHEREAS**, the City of Fayetteville and Garver, LLC (Garver) entered into an Agreement for Engineering Services on February 18, 2014; and,

**WHEREAS**, the City of Fayetteville approved Supplemental Agreement No. 1 on March 15, 2016 to add Phase II Archeological Testing and Phase III Archeological Mitigation; and,

**WHEREAS**, Garver entered into a Subconsultant Agreement with Flat Earth Archeology, LLC on February 23, 2016 to provide a significant portion of the services as specified in Supplemental Agreement No. 1; and,

**WHEREAS**, the archeological work was delayed to late 2017 to allow right-of-way to be acquired for the project,

**NOW THEREFORE**, the following modifications will be made to the Subconsultant Agreement:

**MODIFICATIONS:**

1. The "Contract Ceiling Price" (Section 3.5) is increased by \$30,562 from \$451,014 to \$481,576.
2. See Attachment B-1 for modifications to Appendix B-1 (from Supplemental No. 1) – Justification of fees and costs. The hourly rate for the Field/Laboratory Technician shall be increased \$2.00 from \$15.00 per hour to \$17.00 per hour which is within the Subconsultant's Schedule of Salary Ranges.

**IN WITNESS WHEREOF**, the parties execute this Supplemental Subconsultant Agreement, to be effective upon the date set out above.

GARVER, LLC

BY:



Ronald S. Petrie, PE  
Sr. Project Manager

FLAT EARTH ARCHEOLOGY, LLC

BY:



Chris Branam, RPA  
Principal/Office Manager

ATTACHMENT B - 1 - Justification of Costs and Fees  
 SUPPLEMENTAL SUBCONSULTANT AGREEMENT

November 30, 2017

W. Starry Night - W. Mount Comfort Rd. (N. Ruppel Road)(Fayetteville)(S)  
 Job 040657

**ARCHEOLOGICAL**

MANHOURS						
TASK	PR	PM	CC	FLT	EO	TOTAL
<b>Phase III Mitigation</b>						
Treatment Plan Preparation		34				34
Field Work (21 Field Techs, 2 Crew Chiefs, 1 PM)		528	1,056	11,088		12,672
Backhoe Stripping			40	80	40	160
Laboratory Analysis				1,600		1,600
Management/Coordination		120				120
Final Report		480				480
<b>TOTAL MH - ARCHEOLOGICAL</b>	0	1,162	1,096	12,768	40	15,066
LABOR COSTS						
Category - Description	Rate	MH	Amount			
PR - Principal	\$40.00	0	\$0			
PM - Project Manager	\$30.00	1,162	\$34,860			
CC- Field Crew Chief	\$20.00	1,096	\$21,920			
FLT - Field/Laboratory Technician	\$17.00	12,768	\$217,056			
EO - Equipment Operator	\$20.00	40	\$800			
		Subtotal	\$274,636			
	Overhead	20.00%	\$54,927			
		Subtotal	\$329,563			
		Fee	\$20,000			
	FCCM	0.00%	\$0			
		Subtotal Labor Costs	<b>\$349,563</b>			
EXPENSES						
ITEM	Quantity	Unit	Rate	Amount		
Printing (8.5x11)	13,400	each	\$0.10	\$1,340		
Vehicle mileage	5,370	mile	\$0.535	\$2,873		
Travel expenses (23 Staff Members for 80 calendar days)	1,840	day	\$65.00	\$119,600		
Backhoe equipment rental	5	day	\$50.00	\$250		
Radiocarbon Dating Tests (Beta Analytics)	3	each	\$600.00	\$1,800		
Protein/Lipid Residue Analysis Test (Paleo Research)	4	each	\$500.00	\$2,000		
Pollen/Starch Analysis (Paleo Research)	2	each	\$600.00	\$1,200		
Curation Fee (Arkansas Archeological Survey)	10.0	cu ft	\$145.00	\$1,450		
Geomorphology Investigation and Report (University of Arkansas)	1	LS	\$1,500.00	\$1,500		
		Subtotal Expenses	\$132,013			
<b>TOTAL AMENDED COSTS - ARCHEOLOGICAL</b>				<b>\$481,576</b>		
<b>SA #1 TOTAL COSTS - ARCHEOLOGICAL</b>				<b>\$451,014</b>		
<b>SA #2 TOTAL ADDITIONAL COSTS - ARCHEOLOGICAL</b>				<b>\$30,562</b>		



## City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

**All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.  
Purchase shall not be made until an actual PO has been issued.**

Requisition No.: \_\_\_\_\_ Date: **12/19/2017**

P.O Number: \_\_\_\_\_

Vendor #: <b>52650</b>	Vendor Name: <b>Garver Engineers</b>	Mail <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>Legistar#:</b> <b>2017-0687</b>
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Address: <b>1088 E. Milsap Road</b>	FOB Point: _____	Taxable <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Expected Delivery Date: _____
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City: <b>Fayetteville</b>	State: <b>AR</b>	Zip Code: <b>72703</b>	Ship to code: _____	Quotes Attached <input type="checkbox"/> YES <input type="checkbox"/> NO
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Requester: <b>Chris Brown</b>	Requester's Employee #: <b>2695</b>	Extension: <b>8207</b>	
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	<b>Professional Services</b>	1		61,433.00	\$61,433.00	4520.800.9556.5314.00	06035.3100		
2	<b>Professional Services</b>	1		245,734.00	\$245,734.00	4470.800.8835.5314.00	06035.3100		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions: _____	Subtotal: <b>\$307,167.00</b>
	Tax: <b>\$0.00</b>
	Total: <b>\$307,167.00</b>

Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Chief Financial Officer: _____	Budget Director: _____	IT Director: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____