

City of Fayetteville Staff Review Form

2019-0418

Legistar File ID

7/16/2019

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

Matt Casey

6/26/2019

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approval of a contract in the amount of \$110,400.00 with Crafton, Tull & Associates, Inc. to provide professional services for the design of a portion of the Ruppel Rd (Tanyard to Weir) project to include \$93,400.00 for street and drainage design, and \$17,000.00 for water line design.

Budget Impact:

4470.800.8820-5314.00

Sales Tax Capital Street Improvements

5400.720.5600-5314.00

Water and Sewer Capital Fund

Account Number

Fund

06035.4300

Ruppel Rd (Tanyard to Weir)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 110,400.00

Funds Obligated \$ -

Current Balance \$ 110,400.00

Does item have a cost? Yes

Item Cost \$ 110,400.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF JULY 16, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: June 27, 2019

SUBJECT: **Approval of a contract in the amount of \$110,400.00 with Crafton, Tull & Associates, Inc. for street, drainage and water line design services for the Ruppel Rd. (Tanyard to Weir) Project.**

RECOMMENDATION:

Staff recommends City Council approval of a contract in the amount of **\$110,400.00** with Crafton, Tull & Associates, Inc. to provide professional services for the design of a portion of the Ruppel Rd (Tanyard to Weir) project to include \$93,400.00 for street and drainage design, and \$17,000.00 for water line design. The City Council Transportation Committee unanimously recommended approval of this contract at their June 25, 2019 meeting.

BACKGROUND:

In October of 2018, the City Council approved a cost share agreement with Buffington Weir, LLC for the construction of Ruppel Road from just north of Tanyard Drive where it currently ends, extending north to just south of the southern leg of Weir Road. The project ends at this point because it is the northern property line of the development. Unfortunately the actual connection to Weir Road is just outside of the limits of this project. If the connection is made to Weir Road, this will complete the loop of the Mayor's Box.

DISCUSSION:

This project has been identified as one of the projects to be funded by the first phase of the 2019 Transportation Bond Program. Staff has been working with Crafton, Tull & Associates, who is the developer's engineer, to provide a concept for the extension of this project north to connect to both the eastern and western portions of Weir Road.

In addition, the Utilities Department has requested that this design include a 12" water main that will extend from Tanyard Dr. to Weir Rd. The 12" main will be a continuation of the 12" grid that is shown on the Water Master Plan.

Moving forward with the design of this project now is recommended so that the water line construction can be incorporated into the development project, and the street construction can be completed as near as possible to the completion of the Ruppel Road segment to be completed by the developer.

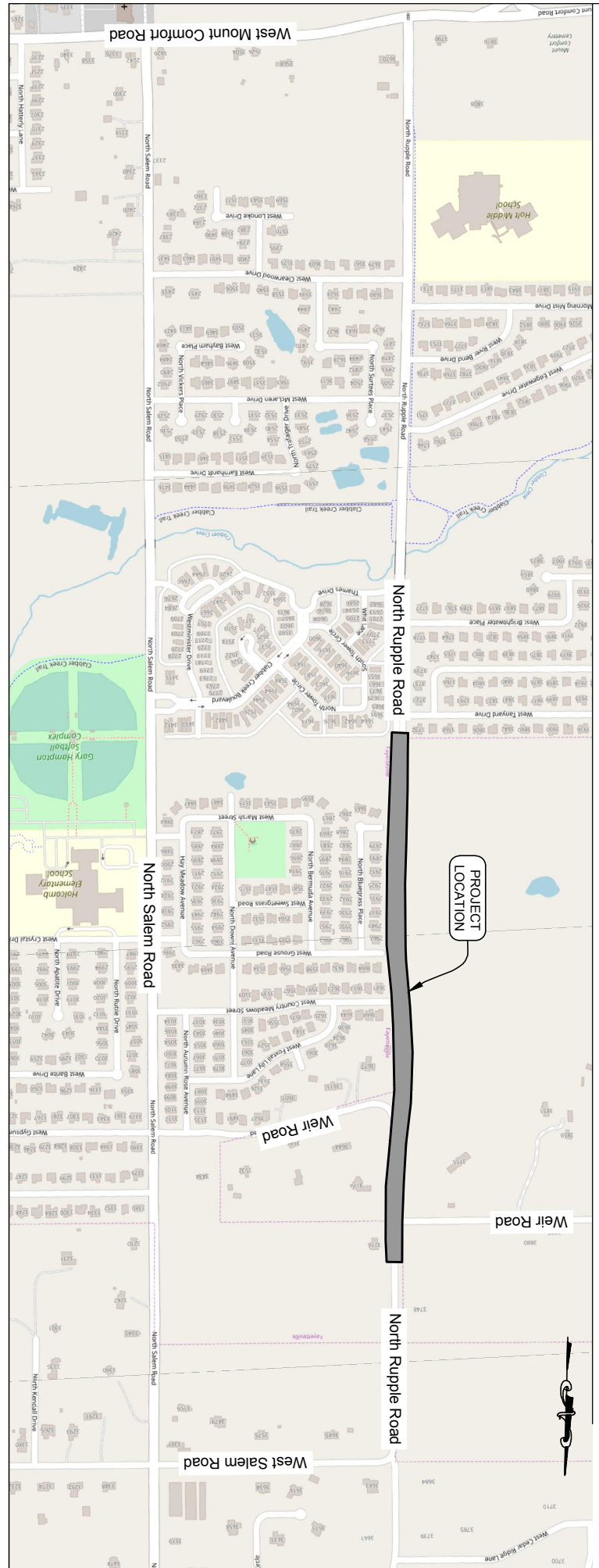
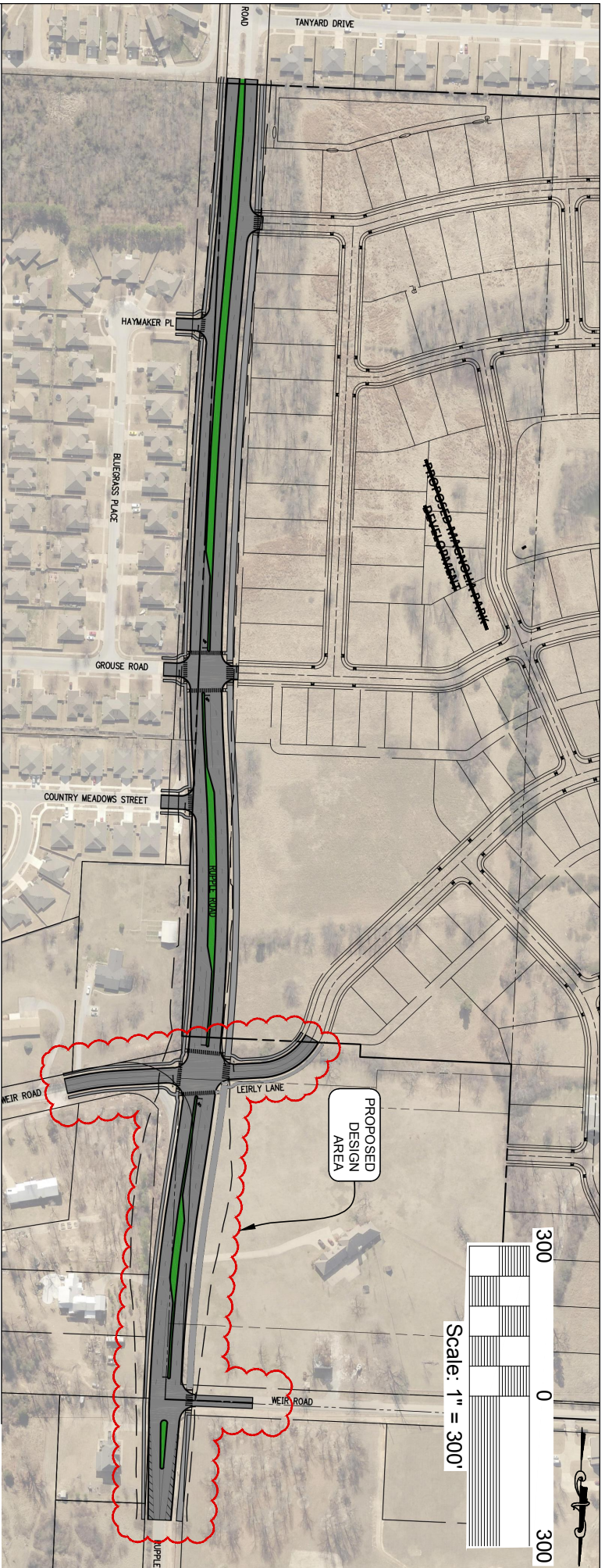
Crafton, Tull & Associates, Inc. has provided a proposed scope and fee in the amount of **\$110,400.00** for the design of this project. The contract will be paid based on hourly rates for work completed, up to the total contract amount.

BUDGET/STAFF IMPACT:

The design for the water and sewer relocations in this project are funded by the Water and Sewer Capital Funds (\$17,000) and the street portion is funded by the Sales Tax Capital Street Improvements Fund (\$93,400), using funds remaining in the 2006 Transportation Bond Project.

Attachments:

Engineering Agreement
Vicinity Map



AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CRAFTON, TULL & ASSOCIATES, INC.

THIS AGREEMENT is made as of _____, 2019, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Crafton, Tull & Associates, Inc. with offices located in Arkansas (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of the Rupple Road Extension (The "Project"). 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.

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 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, which shall include normal civil engineering and survey services.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendices A1, A2, & A3 attached hereto and made part of this Agreement.
 - 2.1.2 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 the 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 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
 - 3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer 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 and/or its representative 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. The anticipated schedule for this project is included as Appendix B.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The CITY OF FAYETTEVILLE shall compensate the ENGINEER based on an hourly NTE basis described in Appendix C.
 - 5.1.1 The maximum not-to-exceed amount authorized for all survey, Right-of-Way documents, and street/drainage design for as described in Appendices A1 & A2 of this Agreement is \$90,200, not including reimbursable expenses. Compensation for reimbursable expenses is estimated to be \$3,200. 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.

5.1.2 The maximum not-to-exceed amount authorized for all water line design as described in Appendix A3 of this Agreement is \$17,000.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services 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 as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Design phase for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and 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.

5.4 Final Payment

5.4.1 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 his 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	Statutory
Employers' Liability	\$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

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. 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.

6.3 Cost Opinions and Projections

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

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 7.5.1 or 7.5.2 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 7.5.1 or 7.5.2 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 7.5.4 of this clause.

6.6 Delays

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

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 7.8.3, 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 7.8.3 and 7.8.4 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 7.14 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

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

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 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property

developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER

- 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

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 Street
Fayetteville, Arkansas 72701

ENGINEER's address:
300 North College, Suite 317
Fayetteville, Arkansas 72701

6.14 Successor and Assigns

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

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

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 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 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

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. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, 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 8.3.1 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

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, the State or EPA 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 8.5.1, 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

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 do everything possible to 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.

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

ENGINEER

By: _____

Lioneld Jordan, Mayor

By: William C. Burnett

William Burnett, Vice President

ATTEST:

By: _____

City Clerk

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Exhibit “A1”

Scope of Basic Services for:

Project:	Topographic Design Survey, Right of way and Easement Documents	
Client:	City of Fayetteville	
Location of Project:	N Ruppel Road & Weir Road – Fayetteville, AR	
Discipline:	Surveying	
Discipline Manager:	Kevin Montgomery	
Project Manager:	Luke Jost, P.E.	
Proposal Date:	06/12/2019	
Billing Type:	Hourly with a maximum, plus reimbursable expenses (estimated \$1200)	
Fee:	Topographic Design Survey:	\$11,600
	Right of way & easement documents:	\$13,600
	Total:	\$25,200
Description of the Construction Project:	A topographic design survey of a part of North Ruppel Road and Weir Road. Right of way and easement documents for approximately 16 parcels. As shown on attached Exhibit “C” aerial map of the site located in Fayetteville, AR.	

The Service to be Provided by the Surveyor are as Outlined Below:

Topographic Design Survey:

- A title company will provide a title search for the property to be surveyed along with copies of record plats, deeds & easement documents that may affect this proposed project.
- A representative from our survey department will mark the site, and we will submit a request to the local utility 1-Call System to mark all underground utilities within the proposed project site.
- Our GPS survey crew will set a minimum of two semi-permanent survey control monuments on the site that will be tied to the city state plane coordinates and elevation datum to which all survey data for this project will be referenced.
- We will provide a topographic survey of the project survey site as shown on attached Exhibit “C”. Sufficient ground elevation shots will be taken for the creation of 1'-contours across the survey site.
- We will locate all visible utility lines and those as marked by the utility 1-Call System. All flow lines of drainage inlets and pipes will be measured, and the invert elevation of sanitary sewer manholes will be recorded. All pipe sizes will be measured and shown on the topographic survey.
- We will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for engineering design purposes. A separate boundary survey plat is not included in this scope.

Right of way and easement documents:

- We will prepare Right of way and easement documents with exhibits in the format as provided by the City of Fayetteville for acquiring right of way from approximately 16 parcels.

Scope of Basic Services does NOT Include the Following:

- Preparation of a boundary survey plat, tract or lot split plats, tract or lot combination plats, or similar type plats as may be required by the governing agency for approval of this project.
- Surveys and plats of the property for financing, sales, or other purposes other than as previously described, such as an ALTA or as-built survey.
- Surveys of offsite utility, street or drainage improvements not within the survey site.
- Surveys for environmental studies, including wetland delineation.

- Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
- Surveys for location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.

Note: Services listed can be provided for additional fee.

Client Shall Provide:

- Access for our survey crew personnel to enter the property to conduct the surveys.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

EXHIBIT "C"
SURVEY SITE



Appendix “A2” Scope of Basic Services for: Street & Drainage Design

Project:	Rupple Road Extension
Client:	City of Fayetteville, Arkansas
Location of Project:	N Rupple Road & Weir Road – Fayetteville, AR
Discipline:	Civil Engineering
Discipline Manager:	Luke Jost, P.E.
Project Manager:	Luke Jost, P.E.
Proposal Date:	July 2, 2019
Billing Type:	Hourly with a Maximum/Reimbursable (estimated \$2000)
Fee/Estimate:	<div style="display: flex; justify-content: space-between;"> Street & Drainage Design: \$65,000 </div> <div style="display: flex; justify-content: space-between;"> TOTAL: \$65,000 </div>
Description of the Construction Project:	Improvements to Rupple Road from the termination as constructed with the proposed Magnolia Park development to the current Rupple Road alignment including the two intersections with Weir Road (approximately 1,000 LF). See anticipated project limits as described as ‘future city project’ on the overall map found in Exhibit D. Improvements to match the existing boulevard section to the south in accordance with the City of Fayetteville Minimum Street Standards and Drainage Criteria Manual.

Additional Project Details:

- Roadway section to include driving lanes and center island with 6’ sidewalk on the east side and 12’ multi-use trail on the west.
- Pedestrian crossings including button activated beacons are to be included in locations determined with the City & Transportation Committee. One location anticipated at Rupple Road/East Weir Road.
- Landscape planting & irrigation plans are to be included for trees within the center island and green space adjacent to the roads.
- Street lighting is to be provided in accordance with City of Fayetteville requirements. City of Fayetteville to provide photometric analysis to determine street light spacing.
- Rupple Road to be closed to through traffic between Weir Road intersections. Plans will include a detour signage plan.
- The anticipated let date for this project is January 2020.

The services to be provided by the Engineer:

Preliminary Design Phase (15%):

- Preliminary design of road alignment and profile
- Attend review meeting with the City to finalize alignment
- Represent project before the City’s Transportation Committee
- Represent project at a public meeting with affected property owners.
- Develop preliminary ownership map (from GIS) to indicate adjacent ownerships and estimated right-of-way needs
- Identify franchise utility conflicts & required relocations
- Prepare preliminary cost estimate

50% Design Phase:

- Finalize roadway geometrics based on comments from 15% design review
- Preliminary design of roadway drainage structures
- Coordinate utility relocations with franchise utilities
- Prepare the following construction drawings

- Prepare the following construction drawings
 - Title sheet
 - Typical Section
 - Plan & profile sheets
 - Cross sections
- Submit plans to the City for review
- Prepare preliminary cost estimate

Utility Relocation & ROW Acquisition:

- Coordinate with City and Franchise utilities to coordinate necessary relocation
- Provide sketch & description documents for Right-of-Way acquisition

90% Design Phase:

- Revise plans based on City comments to the 50% Design submittal listed above
- Pre-Final design of Ruppel Road extension
- Pre-Final design of drainage improvements for improvements listed above
- Prepare the following construction drawings
 - Cover sheet
 - Typical sections sheets
 - Plan & profile sheets
 - Cross sections
 - Erosion control
 - Signage & striping
 - Detour Signage Plan
 - Landscape & irrigation
 - Traffic control
 - Storm drainage layout
 - Intersection geometry/median break/turn lane details
 - Required notes & details
- Submit plans to City for review
- Prepare project special provision specifications for review
- Prepare cost estimate

Final Design Phase:

- Revise plans based on City comments to the 90% Design submittal listed above
- Final Quantity take-offs & engineers estimate broken down into developer and City shares
- Obtain construction approval
- Final project special provision specifications

Bidding & Negotiating Phase:

- Bid documents prepared and issued to bidders
- Answer bidder's questions and issue addenda
- Assist City with bidding process

END SCOPE OF SERVICES THIS CONTRACT

Items Provided by City:

- Photometric analysis and street light spacing
- Construction materials testing
- Acquisition of additional Right of Way and Easements

Additional Items that can be provided by CTA under amendment or separate contract:

- Construction Administration
- Construction Observation
- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineers Permitting
- Water Quality Feature design
- Traffic Study
- Traffic Signal Design
- Retaining Wall Design
- Landscaping Design
- ROW Acquisition Services

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Appendix “A3”

Scope of Basic Services for: Waterline Design

Project:	Rupple Road Extension				
Client:	City of Fayetteville, Arkansas				
Location of Project:	N Rupple Road & Weir Road – Fayetteville, AR				
Discipline:	Civil Engineering				
Discipline Manager:	Luke Jost, P.E.				
Project Manager:	Luke Jost, P.E.				
Proposal Date:	July 2, 2019				
Billing Type:	Hourly with a Maximum/Reimbursable				
Fee/Estimate:	<table> <tr> <td>Waterline Design:</td><td style="text-align: right;">\$17,000</td></tr> <tr> <td>TOTAL:</td><td style="text-align: right;">\$17,000</td></tr> </table>	Waterline Design:	\$17,000	TOTAL:	\$17,000
Waterline Design:	\$17,000				
TOTAL:	\$17,000				
Description of the Construction Project:	Design of a waterline extension from the existing 8” main at Tanyard Drive to the 4” Main along Northern leg of Weir Road. Waterline shall extend along the west side of the roadway. Waterline to be 12” between Tanyard Drive and the South Weir Road intersection. Waterline from South Weir Road intersection to North Weir Road intersection to be 8”.				

Additional Project Details:

- Waterline to bid in two separate packages. First package to accompany Rupple Road plans to accompany the Magnolia Park subdivision. Second package to bid with improvements described in Appendix A2.
- Connections to proposed/existing waterlines:
 - 2 locations: 8” Tees/valves for connections to proposed waterline with Magnolia Park subdivision.
 - Haymaker Place: 8” waterline connection to existing 8” waterline.
 - Grouse Road: 8” waterline connection to existing 8” waterline.
 - Country Meadows Street: 8” waterline connection to existing 8” waterline.
 - Weir Road (southern leg): 12” waterline extension to existing 12” roughly 700 LF.
- Scope to include preparation of documentation necessary for Arkansas Dept. of Health review of waterline extension. City of Fayetteville to submit and pay all application/review fees.
- Review schedule to align with that described in Appendix A2.

Appendix “B”

Anticipated Design Schedule

- Notice to Proceed: July 16, 2019
- Field Survey: July 16 – August 9, 2019
- 15% Plan Submittal: August 21, 2019
 - Transportation Committee Review: August 27, 2019
 - City Review: August 19-30
- Utility Coordination: September-October 2019
- 50% Plan submittal: September 23, 2019
 - City Review: September 23-October 4, 2019
- 50% Plan revisions & ROW Acquisition Documents: October 18, 2019
- Finalize Utility Relocation Agreements: October 2019
- 90% Plans & Specifications Submittal: November 15, 2019
 - City Review: November 15-20, 2019
- 100% Plans for Review: December 20, 2019
 - Final City Review: December 20, 2019-January 3, 2020
- Plans and Specifications for Bid: January 10, 2020

**MANHOUR ESTIMATE
RUPPLE ROAD EXTENSION
CITY OF FAYETTEVILLE, ARKANSAS**



June 12, 2019

Proposal

Item No.	Description	ADMN	ENGR	ENGR	PROJ	PROJ	PRINC	Estimated Cost
		ASST \$70	DSNR \$85	INTRN \$95	ENGR \$110	MGR \$170	ENGR \$185	
1.0	Topographic Design Survey							\$11,600
2.0	Preliminary Design Phase (15% Plans)							
2.1	Preliminary Roadway Alignment & Profile		64		16	8	2	\$8,930
2.2	Waterline Alignment		16		8			\$2,240
2.3	Review, Stakeholder & Transportation Committee Meetings					10		\$1,700
2.4	Cost Estimate		8		8			\$1,560
	Subtotal							\$12,870
3.0	ROW & Utility Relocation Plan Phase (50% Plans)							
3.1	Finalize Roadway Geometrics		16			8	2	\$3,090
3.2	Preliminary Drainage Design		16	16		2		\$3,220
3.3	Water Line P&Ps		40		4			\$3,840
3.4	Plan Preparation		40	16	16			\$6,680
3.5	Cost Estimate - Roadway		10	6	8			\$2,300
3.6	Cost Estimate - Waterline		6	2	2			\$920
	Subtotal							\$20,050
4.0	Utility Relcoation & ROW Acquisition							
4.1	Coordinate with City & Franchise Utilities		8		16	16		\$5,160
4.2	Right of Way & Easement Documents (Survey)		80		32		18	\$13,600
	Subtotal							\$18,760
5.0	Pre-Final Design Phase (90% Plans)							
5.1	Plan Revisions based on City Comment		40		8		2	\$4,650
5.2	Finalize Waterline Plans		40		16			\$5,160
5.3	Finalize Drainage Design		16		16			\$3,120
5.4	Erosion Control Plans		4	8	2			\$1,320
5.5	Traffic Control Plan		8	8	4			\$1,880
5.6	Landscape and Irrigation		16		8			\$2,240
5.7	Intersection Details		16	8		4		\$2,800
5.8	Specifications - Roadway	6			8	2		\$1,640
5.9	Specifications - Waterline	2			4	2		\$920
5.10	Cost Estimate - Roadway		8		8			\$1,560
5.11	Cost Estimate - Waterline		8		4			\$1,120
	Subtotal							\$26,410
6.0	Final Bid Documents (100% Plans)							
6.1	Plan and Specification revisions based on City Comment		32		24	8		\$6,720
6.2	Final Quantity Take-offs and Estimate - Roadway		12	12	6	6	2	\$4,210
6.3	Final Quantity Take-offs and Estimate - Waterline		4	4	2	2		\$1,280
	Subtotal							\$12,210
7.0	Bidding and Negotiation							
7.1	Pre-bid Meeting					4		\$680
7.2	Response to Questions & Addenda - Roadway		16		5	7		\$3,100
7.3	Response to Questions & Addenda - Waterline		8		3	3		\$1,520
	Subtotal							\$5,300
	Total	8	532	80	228	82	26	\$107,200

Notes:

Survey effort includes lines 1.0 & 4.2

Waterline effort includes lines 2.2, 3.3, 3.6, 5.2, 5.9, 5.11, 6.3, 7.3



Appendix "C"

Standard Hourly Rate Schedule
Effective March 1, 2019

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 185
SR. ENGINEERING MANAGER	\$ 170
ENGINEERING MANAGER	\$ 150
SR. PROJECT ENGINEER	\$ 120
PROJECT ENGINEER	\$ 110
ENGINEER INTERN II	\$ 95
ENGINEER INTERN I	\$ 85
SR. ENVIRONMENTAL SCIENTIST	\$ 145
ENVIRONMENTAL SCIENTIST	\$ 85
SR. ENGINEERING DESIGNER	\$ 130
ENGINEERING DESIGNER III	\$ 100
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 55
ENGINEERING CAD TECHNICIAN I	\$ 45
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 185
ADMINISTRATIVE MANAGER	\$ 125
ADMINISTRATIVE IV	\$ 85
ADMINISTRATIVE III	\$ 70
ADMINISTRATIVE II	\$ 50
ADMINISTRATIVE I	\$ 35
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 135
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 60
PLANNING	
PLANNING MANAGER	\$ 145
SR. PLANNER	\$ 135
PLANNER II	\$ 90
PLANNER I	\$ 75

Category	Hourly Rate
INSPECTION	
SR. INSPECTOR	\$ 95
INSPECTOR II	\$ 85
INSPECTOR I	\$ 60
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 185
SR. PROFESSIONAL SURVEYOR	\$ 135
PROFESSIONAL SURVEYOR	\$ 100
SURVEY COORDINATOR	\$ 85
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 75
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 45
SURVEY TECHNICIAN I	\$ 35
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 110
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.55/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	