City of Fayetteville Staff Review Form

2019-0700

Legistar File ID

11/19/2019

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

Chris Brown	11/1/2019	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a contract in the amount of $771,217.40 with Olsson Associates, Inc. based on RFQ 19-01, selection #24 to provide professional services for the design of multi-modal improvements to the Porter Ave., Deane St., Sycamore St, and Poplar Street corridor and approval of a budget adjustment.

Budget Impact:

4601.860.7218-5860.02 4602.860.7218-5860.02	4601 - Bond Program Grant Matching 4602 - Street Projects 2019 Bonds
Account Number	Fund
46020.7218.1000	46020.7218.1000 - Streets Project, Porter/Deane/Sycamore/Poplar Design
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	36,670,961.00
		Funds Obligated	$	2,808,069.53
		Current Balance	**$**	**33,862,891.47**
Does item have a cost?	Yes	Item Cost	$	771,217.40
Budget Adjustment Attached?	Yes	Budget Adjustment	$	-
		Remaining Budget	**$**	**33,091,674.07**

V20180321

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF NOVEMBER 19, 2019

TO: Mayor and City Council

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

FROM: Matt Mihalevich, Trails Coordinator

DATE: October 29, 2019

SUBJECT: **2019-0700 - Approval of a contract in the amount of $771,217.40 with Olsson Associates, Inc. for design of the Porter/Deane/Sycamore/Poplar Corridor and approval of a budget adjustment, per RFQ19-01, selection #24.**

RECOMMENDATION:
Staff recommends approval of a contract in the amount of $771,217.40 with Olsson Associates, Inc. per RFQ 19-01, selection #24 to provide professional services for the design of multi-modal improvements to the Porter Ave., Deane St., Sycamore St, and Poplar Street corridor and approval of a budget adjustment. The City Council Transportation Committee discussed this contract at their October 29, 2019 meeting.

BACKGROUND:
The Poplar/Deane/Sycamore/Poplar Corridor is a priority project in the 2019 Bond Program and includes several different components. The corridor is 2.3 miles in length and runs in an east-west direction through a flat part of the middle of the city from I-49 at Porter to College Avenue at Poplar Street. The project includes vehicular improvements to the intersection of Porter Road and I-49 and may include a roundabout to improve the traffic flow for the large volume of traffic from the west of I-49 turning onto the interstate heading north. Along Porter Road and Deane Street from the interstate to Garland Avenue the project includes street improvements with new turn lanes and drainage as well as separated pedestrian and bicycle facilities. This will include coordination with the planning and design of the new police headquarters and fire station. The street, drainage pedestrian, and bicycle improvements will continue along Sycamore Street from Garland Avenue to the Razorback Greenway. From the Greenway to College Avenue, the project will include multi-use trail construction along the Poplar Street alignment. Finally, a connection to the south from Poplar Street to Gregory Park will be designed as part of this contract.

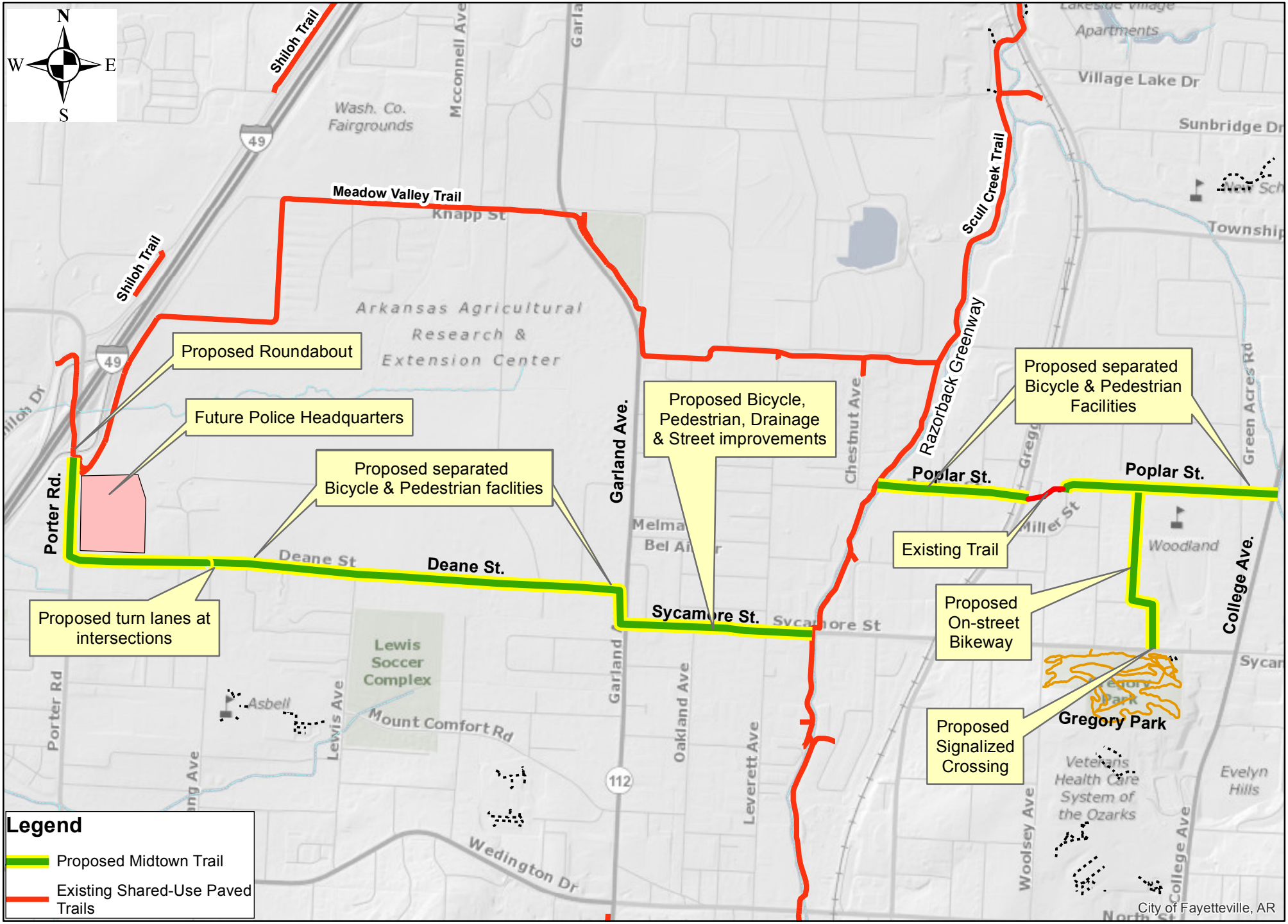
On August 14th, 2019, the Active Transportation Advisory Committee reviewed the corridor and unanimously supported the project moving forward. They also supported shifting the corridor from Sycamore Street to Poplar Street east of the Razorback Greenway to take advantage of flat grades along Poplar Street. On August 27th, 2019, the Transportation Committee reviewed the corridor and supported the shift to Poplar Street as well. They also recommended moving forward with the selection of a design consultant for the project.

DISCUSSION:
On October 18th, Olsson Associates, Inc. was selected by committee based on RFQ 19-01, selection #24. On October 29th, the Transportation Committee reviewed the Olsson Associates Contract and recommend approval. During the meeting, concerns were expressed about project design details. An in-depth conceptual design process is included in the Olsson contract and will consist of two public meetings in addition to review by the Active Transportation Advisory and Transportation Committees to insure the project moves forward with the best design solutions. In addition, members of the Transportation Committee recommended adding a Low Impact Design (LID) component to the design and language has been added to the Olsson contract to include LID where possible.

Olsson Associates, Inc. has been selected as the design consultant through RFQ 19-01. They have provided a proposed scope and fee in the amount of **$771,217.40** 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 this project will be paid for with the funds from the 2019 Transportation Bond Project and from a Walton Family Foundation grant. The City's share of the design will be based on the grant amount. Total funding for this project in Phase I of the Bond Program is $3,436,000.

Attachments:
Corridor Map
Olsson Associates, Inc. Scope and Fee - Engineering Agreement
Budget Adjustment



CITY OF FAYETTEVILLE ARKANSAS

Midtown Trail Corridor - 2.5 Miles
Porter Rd./Deane St./Sycamore St./Poplar St./Woodland Ave.

October 2019

0 0.125 0.25 0.5 Miles

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

PORTER/DEANE/SYCAMORE/POPLAR CORRIDOR

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 Olsson, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, 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.

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 services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during the 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, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

3.1.6 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.

3.1.7 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 A.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is shown in Appendix A. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.

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 study and report 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:

Type of Coverage	Limits of Liability
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

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 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 consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

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 After payment in accordance with Paragraphs 6.5.3 and 6.5.4 above, deliver or otherwise make available to CITY OF FAYETTEVILLE all project deliverables at the latest stage of completion (e.g. 30%, 90%, etc.) CITY OF FAYETTEVILLE shall have the limited right to use the deliverables subject to the provisions of Paragraph 6.12.2.

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, CAD drawings, estimates, field notes, and project 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 all documents on electronic media ("delivered documents"), as instruments of professional service. 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 the 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 the 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 Street
Fayetteville, Arkansas 72701

ENGINEER's address:
302 E. Millsap Road
Fayetteville, Arkansas 72703

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 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

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 continent 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.

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	OLSSON, INC.
By :_____	By: Brad B Hammond
Mayor, Lioneld Jordan	Brad B. Hammond, P.E., Team Leader
ATTEST:	
By:_____	By: C. Cory Clark
City Clerk	Cory Clark, P.E. Transportation Practice Leader

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A,** consisting of 12 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and OLSSON, INC. dated _____.

Initial:
CITY OF FAYETTEVILLE _____
OLSSON , INC. BCC

The following contains additional Scope of Services tasks.

A.1 General Scope

1. The work covered by this agreement includes surveying, engineering, and landscape architecture services for the Porter/Deane/Sycamore Corridor Project.

2. The project scope includes the following elements:

   a. **I-49 & Porter Interchange Ramp Terminal:** A new intersection at the northbound on-ramp to Interstate 49 from Porter Road, including evaluation of roundabout and signalized alternatives. Design of selected intersection traffic control alternative for the intersection (roundabout or signalization).

   b. **Porter/Deane Streets:** Trail, storm drainage including LID concepts where applicable, and paving improvements to approximately 800 linear feet (LF) of Porter Road from the northbound interchange ramp terminal south to Deane Street, and approximately 5,200 linear feet (LF) of Deane Street from the Porter Road intersection to the Garland Avenue intersection. To accommodate the proposed trail, signal modification at the intersection of Deane Street and Garland Avenue to accommodate pedestrians. The scope includes an evaluation and recommendations for the intersection and horizontal curve serving as the transition from Porter to Deane. In addition, the scope includes evaluation and recommendations for turn lanes along Deane Street at Sang, Lewis, and Garland Avenues.

   c. **Sycamore Street:** Trail, storm drainage including LID concepts where applicable, and street improvements to approximately 1,800 LF of Sycamore Street from Garland Avenue to the Razorback Greenway Trail. The scope includes signal modification at the intersection of Sycamore Street and Leverett Avenue to accommodate pedestrians associated with the proposed trail.

   d. **Poplar Bikeway:** Trail improvements to approximately 1,400 LF of Poplar Street from the Razorback Greenway to Gregg Avenue, and approximately 1,900 LF of Poplar Street from Yates Avenue to Green Acres Road.

   e. **Woodland Greenway:** Neighborhood greenway improvements to approximately 1,600 LF of Woodland Street from Poplar to Sycamore, including an on-street connection to Gregory Park and a rectangular rapid flashing beacon (RRFB) signal at Sycamore.

3. The Scope of Work encompasses five (5) general phases. Phases will consist of the following categories: Phase 1, Conceptual Design Phase (10% Plans); Phase 2,

Preliminary Design Phase (30% Plans); Phase 3, Right-Of-Way Design Phase (60% Plans); Phase 4, Final Design Phase (95% Plans); and Phase 5, Bidding.

4. Olsson will associate with ALTA Planning + Design for conceptual design services as detailed in the specific scope shown below.

A.2 Specific Scope of Services

OLSSON shall provide a suitable staff to complete the necessary surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase, and to provide other services as may be directed by the CITY OF FAYETTEVILLE. The staff shall consist of surveyors, engineers, technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. OLSSON will provide the following services:

A2.1 Topographic Survey

1. Olsson will perform the necessary topographic ground survey which will include existing items such as above ground utilities, trees, road centerline, intersecting streets, drives, cross-sections and profiles necessary to design and construct the project. The topographic survey will be performed using electronic 'Total Station' and/or GPS equipment technology.

2. Natural topographic features and man-made features will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. Topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

3. The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for slope tie-ins. The survey limits will extend 300 feet beyond the end of the project limits. The topographic survey will extend along intersecting streets a minimum distance of 100 feet and will be at least 100 feet in width.

4. Olsson will create the base map using the above topographic survey data. Drawings will be provided in AutoCAD format.

5. Horizontal control will be referenced to the Arkansas Coordinate System 1983, North Zone. Vertical control will be referenced to NAVD 88. Horizontal and vertical control will be established using the National Geodetic Survey (NGS) Online Position User Service (OPUS) or from local city monuments, if available.

6. The Consultant will survey section and/or property corners as needed to create the right-of-way drawings.

7. Arkansas One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

A.2.2 Traffic Study

1. The study area includes the following intersections:

a. Porter Road and I-49 Southbound and Northbound Ramps
b. Porter Road and Deane Street
c. Shiloh Drive and Mt Comfort Road
d. Deane Street and Lewis Avenue
e. Deane Street and Garland Avenue
f. Deane Street and Sang Avenue
g. Sycamore Street and Garland Avenue
h. Sycamore Street and Gregg Avenue

2. Data Collection: The data collection will include the following:

    a. Twelve-hour count data will be collected at the following intersections to evaluate intersection traffic control methods:
        i. Porter Road and I-49 Northbound Ramp
        ii. Deane Street and Lewis Avenue
    b. Two-hour AM and PM peak hour turning movement counts will be completed at the following intersections:
        i. Shiloh Drive and Comfort Road
        ii. Porter Road and I-49 Southbound Ramp
        iii. Porter Road and Deane Street
        iv. Deane Street and Sang Avenue
        v. Deane Street and Garland Avenue
        vi. Sycamore Street and Garland Avenue
        vii. Sycamore Street and Gregg Avenue

    c. MioVision Cameras/Plate Sensors will be used to collect traffic volume data at the designated intersections.

3. Traffic Analysis: The following traffic scenarios will be used for the analysis:

    a. Existing Conditions
    b. Future Conditions (2039)
        i. Development of a traffic growth rate will be based on surrounding roadway network historical data.

4. The count data will be reduced, and a figure of the existing traffic volumes will be completed. Future traffic volumes will be determined based on planned development projects in the vicinity of the project (proposed fire/police campus), consideration of improvements to adjacent interchanges, the surrounding roadway network annual growth rates and coordination with City and/or Arkansas Department of Transportation (ArDOT) staff. Trip generation for planned development and the determined growth rate will be used to develop the future 20-year time horizon traffic volumes. A figure depicting the future year traffic volumes will be completed.

5. Traffic Control Analysis: Intersection alternatives will be reviewed for the following intersections as noted below. Intersection capacities will be reviewed based on the Highway Capacity Manual, latest edition, for existing and future conditions. Olsson will review operations at the study intersections listed below and provide guidance on recommendation of intersection traffic control, dedicated turn lanes, or intersection operational enhancements as noted.

    a. Porter Road and I-49 Ramps
        i. Evaluate signal warrant for Porter Road and I-49 Northbound Ramp using existing and future traffic volumes.

ii. Evaluate existing and future operations considering alternative traffic control methods (may include unsignalized, signalized, or roundabout analysis [one and two-lane]) for the intersection of Porter Road and the I-49 Northbound Ramp. Analysis will include the I-49 Southbound Ramp and the intersection of Shiloh Drive and Comfort Road to determine corridor operations with various methods of traffic control at the intersection of Porter Road and I-49 Northbound Ramp. Recommendation of traffic control type for the intersection of Porter Road and I-49 Northbound Ramp will be provided.

iii. A safety analysis will be completed to evaluate intersection crash rates for the last 3-years at the I-49 interchange ramps at Porter Road. Olsson will determine detailed information possibly including; Type, Time-of-Day, Weather Condition, Lighting Condition, and Severity. The crash data will be summarized on a figure and/or table as appropriate. Detailed crash diagrams will not be provided with this task.

b. Deane Street and Lewis Avenue
    i. Evaluate signal warrant using existing and future traffic volumes.
    ii. Evaluate existing and future operations considering unsignalized and signalized (if warranted) traffic control.
    iii. Provide recommendation of traffic control method for the intersection.
c. Deane and Sang
    i. Evaluate turn lanes
d. Deane and Garland
    i. Evaluate turn lanes
e. Sycamore and Garland
    i. Evaluate turn lanes
f. Sycamore Street and Gregg Avenue
    i. Olsson will provide coordination with the railroad considering the adjacent railroad crossing west of the signalized intersection.

6. Report: A draft of the final report will be prepared that summarizes the information collected, our analysis, and recommendations. A project team meeting will be held to discuss the recommendations and any changes that the study team wants to make before submittal of the final report. The final report will include figures as appropriate to illustrate data and analysis. All recommendations will be based on capacity and queuing analysis, applicable standards set by the City and/or State, and/or engineering judgment.

A.2.3 Geotechnical Services

1. Site Access, Boring Layout, Utility Locate: Olsson, Inc will coordinate public utility locating services. If there are any private underground utility lines at the site, we must be informed of their location prior to starting our field work. This proposal assumes the site is accessible with a truck-mounted drilling rig.

2. Field Exploration: For the field exploration, we propose to drill a total of twelve (12) borings within the planned roundabout location and roadway realignment. The borings will be drilled in the existing pavement along the roadways to depths of up to 10 feet. Pavement cores will also be obtained from each boring location. The borings will be advanced to the proposed depth or to practical auger refusal, whichever occurs first. Upon completion, the borings will be backfilled and the pavement will be patched with asphalt patch.

   The borings will be performed with a truck-mounted drill rig. Traffic control during drilling will include signage and flaggers. Sampling will be in accordance with standard procedures

wherein thin-walled tube samples are obtained at selected locations and depths in cohesive soils and split-barrel samples are obtained in miscellaneous fill, weathered bedrock or other hard material. Water levels will be recorded during and immediately following completion of drilling operations.

3. Laboratory Testing Program: A laboratory testing program will be wherein unconfined compressive strength, moisture content, and/or in-place unit weight tests are performed on representative portions of tube samples. Moisture content tests will be performed on each split-barrel sample. Atterberg limits tests will also be performed on representative samples of typical subsurface conditions encountered throughout the alignment.

4. Evaluation and Geotechnical Report: A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

    a. Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, excavatability of any bedrock, and suitability of on-site materials for use as structural fill.
    b. Pavement subgrade preparation.
    c. Asphaltic concrete (full depth and with aggregate base), and Portland cement concrete pavement section recommendations.
    d. Generalized subsurface drainage requirements for pavement areas.

A2.4 Subconsultant: ALTA Planning + Design

1. Olsson will coordinate with ALTA to provide the following tasks as a sub-consultant:

    a. Precedent Study Graphic Development: Prepare information to provide precedent examples of built greenways and on-street bikeways that apply to the context of the Porter corridor including intersection crossing examples.

    b. Charrette preparation, daylong charette, and follow up: Alta will assist in the development of charrette details for use during two day-long charettes, provide two staff for each day of the charettes and provide debrief and follow up on charette results to report to the city.

    c. Conceptual Plan: Alta will review plans developed by Olsson for the corridor concept plans.

    d. Final Design Review: Alta will review final plans developed by Olsson to determine whether the final design incorporates industry best practices.

A.2.5 Conceptual Design Phase (10% Plans)

1. Programming the Project: Olsson will meet with the City to review, ascertain and establish applicable requirements of the Project as well as conduct interviews with key personnel identified by the City.

2. Interchange Ramp Terminal Alternatives: Olsson will evaluate various alternatives for the interchange ramp terminal at the I-49 northbound off-ramp to Porter Road, including roundabout and signalized alternatives.

3. Attend and participate in Project Design Charettes: Olsson will attend and participate in two Design Charette Meetings with the City, project stakeholders, and ALTA Planning + Design. These meetings will be scheduled once the topographic survey and draft traffic study are completed. For budgetary purposes, these meeting are assumed to be eight (8) hours in length and include four (4) attendees from Olsson. At these meetings, conceptual plans for trail improvements, as well as street cross sections, will be developed.

4. Attend additional public presentations and input meetings: Olsson will attend public presentations and input meetings to solicit feedback and answer questions about the project. For budgeting purposes, Olsson has assumed two (2) public presentations. Each public meeting will follow each of the Design Charettes. Olsson will also attend and assist in the presentations for two input meetings (ATAC and Transportation Committee.) Meetings required beyond those identified will be considered as an additional service and invoiced hourly in accordance with Olsson's standard hourly rates.

A.2.6 Preliminary Design Phase (30% Plans)

1. I-49 & Porter Ramp Terminal: Continuing with the selected intersection alternative, preliminary roadway construction plans will be developed based on City of Fayetteville and ArDOT design standards, as applicable. More specifically, this phase of the design will include the roadway alignment plan and layout.

    a. If a Roundabout is selected from the intersection alternatives, Olsson will design the horizontal geometry to ensure compliance with NCHRP Report 672 and Client standards. The design will consist of a typical section review, fastest path analysis, path alignment/natural path considerations, path overlap check, angles of visibility, pedestrian crossing checks, and design vehicle conflicts.

    b. Olsson will preliminarily layout a traffic signal meeting ArDOT traffic signal standards if a traffic signal is selected from the intersection alternatives for the intersection of Porter Road and the I-49 Northbound Ramp.

2. Porter/Deane Streets: Continuing with the selected trail cross sections, preliminary trail and roadway construction plans will be developed for the Porter/Deane Street section based on City of Fayetteville design standards and local and national pedestrian and bicycle design guidance. Preliminary design for pedestrian pole layout at the intersection of Deane Street and Garland Avenue will be provided. Modification to the existing signal structure is excluded from this design.

3. Sycamore and Poplar Streets: Olsson will develop preliminary trail construction plans with the selected trail cross section and using the City of Fayetteville design standards and local and national pedestrian and bicycle design guidance. Preliminary design for pedestrian pole layout at the intersection of Sycamore Street and Leverett Avenue will be provided. Modification to the existing signal structure is excluded from this design.

4. Woodland Greenway: Olsson will develop preliminary striping and barrier construction plans to develop an on-street greenway. These plans will include preliminary plans for a RRFB signal at Woodland and Sycamore.

5. Drainage: Preliminary storm system layout and sizing will be included with these plans including LID concepts where applicable.

6. Opinion of Probable Cost: Olsson will prepare an updated total project cost estimate. Each section of the design will be broken out separately on the estimate.

7. The roadway and trail plans will be developed to include the appropriate information at each plan stage and will continue to evolve as pertinent information is added to the plans to convey the design intent.

A.2.7 Right-of-Way Design Phase (60% Plans)

1. Porter Interchange: This task will be to take the design plans from 30% to 60% complete. The right-of-way plans with this project will include detailed storm system profiles, drive/intersection profiles, and other special grading or considerations that could affect right-of-way or easements. The plans will include station and offsets of proposed right-of-way and easements and will used for utility coordination.

    a. If a Roundabout is selected from the intersection alternatives, Olsson will design the storm system and provide a vertical design for the roundabout to ensure compliance with NCHRP Report 672, AASHTO, and Client Standards. The roundabout design will consist of stopping sight distance, intersection sight distance, spot grading / grading plan check, and storm structure redesign and placement.

    b. If a signalized intersection is selected, traffic signal plans will be developed for the Porter Road and I-49 Northbound Ramp.

2. Trail and Greenway Improvements: The right-of-way plans will develop the design from 30% to 60%. These plans will include detailed storm system profiles, drive/intersection profiles, and other special grading or considerations that could affect right-of-way or easements. The plans will include station and offsets of proposed right-of-way and easements and will used for utility coordination.

    a. Traffic signal modifications at the intersections of Deane Street with Garland Avenue and Sycamore Street with Leverett Avenue will be included. Pedestrian signal poles will be added to the existing signalized intersections. Modifications to the existing structure is not planned and is excluded from this scope of services.

    b. Detailed design plans will be provided for the proposed RRFB at the intersection of Sycamore Street and Woodland Avenue.

3. Right-of-Way Plans: The right-of-way plans will include:

    - Title Sheet
    - Survey control and alignment sheet
    - Demolition Plan
    - Typical sections
    - Plan & Profile Sheets
    - Detail Grading Plans (as necessary)
    - Drainage Area Map
    - Storm System Profiles
    - Special Details
    - Traffic Signal Plans – general layouts
    - Lighting Plans – general layouts
    - Signing and Striping – general layouts
    - Roadway Cross Sections

4. Lighting Photometric Plan and Preliminary Design Plans: Olsson shall provide the following services:

a. A photometric plan and associated lighting design plans will be developed for roughly 2.5 miles of new pedestrian trail, sidewalk, and roadway along Porter Road, Deane Street, and Poplar Street. The extents of lighting are as follows:

   i. Intersection of Porter Road with I-49 Interchange,
   ii. Porter Road from I-49 Interchange intersection to Deane Street,
   iii. Deane Street from Porter Road to Garland Avenue,
   iv. Sycamore Street from Garland Avenue to Greenway Trail,
   v. Poplar Street from Greenway Trail to College Avenue.

b. Lighting Plans will also include provisions for City Owned Fiber Optic Conduit to be installed with lighting equipment for the following segments:
   i. Porter Road from I-49 Interchange to Deane Street,
   ii. Deane Street from Porter Road to Garland Avenue,
   iii. Sycamore Street from Gregg Avenue.

c. All lighting will be designed per ANSI/IES RP-8-18 recommended practices for roadways, intersections, crosswalks, walkways, and bikeways (as applicable) in the public right of way. Lighting will be designed based on City provided pole and fixtures typical of trail facilities in the area.

d. The photometric plan and associated lighting design plans should be reviewed by all necessary parties, including the Owner's Representative(s). Design elements including fixtures, mounting heights, light depreciation factors, and control equipment will be coordinated with all parties prior to design and photometric review. Comments will be provided to the Designer for correction before final documents are prepared.

5. Opinion of Probable Cost: Olsson will prepare an updated total project cost estimate. Each section of the design will be broken out separately on the estimate to assist in determining the construction phasing of the project.

6. Right-of-way and Easement Documents: After additional right-of-way and easement requirements have been established with the 60% plans, an amendment for the preparation of the right-of-way and easement documents will be executed.

A.2.8 Final Design Phase (95% Plans)

1. I-49 & Porter Ramp Terminal: In the Final Design Plans, Olsson will prepare project base files and plan sheets in accordance with City of Fayetteville and ArDOT design standards, as applicable. If the traffic signal alternative is selected, the traffic signal design will be included. Design of the signal will include street lighting mounted on the signal poles (where appropriate) as well as pedestrian accommodations (signal heads and pushbuttons), controller, and detection. Signal design will include any pavement marking and signing associated with the intersection improvements.

2. Trail and Greenway Improvements: Phased Construction Plans will be developed according to the phasing decisions made after the right-of-way plan submittal.

   a. Final design plans for traffic signal modifications at the intersections of Deane Street with Garland Avenue and Sycamore Street with Leverett Avenue will be included. Final design of pedestrian signal poles will be added to the existing signalized intersections along with wiring and recommended phasing. Modifications to the existing structure is not planned and is excluded from this scope of services.

b. Final design plans will be provided for the proposed RRFB at the intersection of Sycamore Street and Woodland Avenue.

3. Final Design Plan: All sheets that will be included in the PS&E plan set will be included in this submittal. This includes, but not limited to, the following sheets:
   - Title Sheet
   - Survey control and alignment sheet
   - General Notes Sheet
   - Quantities Summary Sheet
   - Demolition Plan
   - Typical Section Sheets
   - Roadway Plan and Profile Sheets
   - ADA Ramp Details
   - Detailed Grading Plans (as necessary)
   - Drainage Area Map
   - Storm Drainage Profiles
   - Special Details
   - Sediment and Erosion Control Plan
   - Traffic Signal Plans
   - Final Lighting & Fiber Optic Conduit Plans
   - Signing and Striping
   - Temporary Traffic Control Plans
   - Roadway Cross Section

4. Traffic Control Plans: Olsson will include temporary traffic control including detailed phasing and traffic control plan sheets at the Porter Road and I-49 interchange for phased construction of intersection improvements. It is anticipated that standard detail sheets corresponding to ArDOT and MUTCD standards will be used for the remaining corridor improvements.

5. Roundabout Landscape Plans: Olsson shall prepare a landscape plan for the central island of the Porter Interchange Roundabout. The central island landscaping will be a component to improve the safety of the roundabout by promoting lower speeds and disruption of headlight glare from oncoming vehicles. Given the size of the roundabout two landscape zones shall be included in the design – a perimeter landscape zone and an inner landscape zone.

   a. Perimeter landscape shall include low level shrubs, ornamental grasses and groundcovers.
   b. Inner landscape shall include trees, larger shrubs and possible hardscape/monument features

   The landscape plan shall identify the number and species of all plants, the size of each species at the time of planting, the spacing requirements for each plant type. Landscape plan will not include irrigation design or lighting design.

6. Opinion of Probable Cost: Olsson will prepare an updated total project cost estimate.

7. Permits: Olsson will prepare and submit on behalf of the City of Fayetteville the following permits, agreements, certifications, and forms. The Consultant will copy the City's Project Manager on all applications being submitted. Any permit fees or mitigation costs will be paid for by the city

   a. ArDOT Permit

b. SWPPP - NPDES Permit
c. Floodplain Development Permit

8. Specifications and Job Special Provisions: Olsson will submit Specifications and Special Provisions with this submittal.

9. Final PS&E: Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an updated total project cost estimate to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, the Consultant shall submit the bid package to the City's Project Manager. The bid package includes sealed paper drawings and sealed special provisions. The bid package will also be accompanied by an electronic copy of the design in PDF format.

A2.9 BIDDING AND CONTRACT AWARD

1. Coordinate with CITY OF FAYETTEVILLE Purchasing Department and provide final bid documents to Purchasing Department for advertisement. All advertising bid document distributions, and direct contact with potential bidders will be provided by the Purchasing Department.

2. Attend Pre-Bid Conferences: Olsson shall attend the Pre-Bid Conference for each contract section and will take note of any issues raised there that might affect or require clarification of the Contract Documents. Olsson will coordinate with the City Purchasing Division to finalize any addenda necessary.

3. Assist Purchasing Department with answering questions from bidders and preparation of addenda.

4. Assist in reviewing the Bids: In conjunction with the Purchasing Department, Olsson will review the bids received and coordinate with the Purchasing Department to develop a written recommendation for contract award. Olsson will also assist Purchasing Department with preparation of construction contract documents.

5. Olsson assumes a maximum of three separate contract sections for bidding.

6. Contract Deliverables: Addenda and written documentation as described above.

A.2.10 Assumptions and Exclusions

1. Assumptions: We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:
   a. Plans will be completed in no more than three bid packages. Splitting the plans into more than three sets would require a contract amendment.
   b. Quantity summary tables and breakouts are not required.
   c. All permit and mitigation fees will be paid by the Client.
   d. Client shall coordinate any landowner permission and access in order to complete work.
   e. Client will notify adjoining property owners of public meetings.
   f. Client shall provide boilerplate front end documents and other standardized bidding documents for compiling the project bid manual.
   g. Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities or by contract amendment, including waterline and sanitary sewer.
   h. Geotechnical boring locations are easily accessible from the existing roadway.

i. The existing sidewalk location crossing the railroad will not be modified with this project. Special permitting and railroad coordination will not be required.
j. Street lighting pole, fixture, and equipment specifications will be provided by the City.
k. Traffic Control Plans at the I-49 interchange ramp and Porter Road intersection will include no more than 4 phases.
l. Signal modifications will be limited to pedestrian poles and pushbuttons, including wiring back to cabinet.
m. Crash analysis is limited to the I-49 Ramps with Porter Road.

2. Exclusions: Exclusions include, but are not limited to, the following:
   a. Signal phasing and/or timing/coordination plan review
   b. Signal design for the railroad crossing (and completing the ArDOT forms for traffic signal preemption).
   c. Design modification at the intersections of Deane Street with Garland Avenue, Sycamore Street with Garland Avenue, and Sycamore Street with Leverett Avenue beyond placement of pedestrian poles to accommodate the proposed trial. Design modification to the existing signal structures is not included.
   d. Pedestrian/bike level of service analysis
   e. Pedestrian and Vehicle detour plans
   f. Lighting design along segments beyond what is described in the above scope of services
   g. ITS/fiber optic design
   h. Crown correction for roadway design.
   i. Utility Potholing
   j. Railroad crossing design, coordination, and permitting.
   k. Detention and water quality design
   l. Environmental investigation, permitting beyond those noted in the scope
   m. Landscaping and irrigation plans, beyond that noted in the scope
   n. Renderings, 3D Modeling, and visualization, beyond that noted in the scope
   o. Detailed retaining wall and structural design
   p. Acquisition, appraisal, and negotiation services
   q. RW and easement staking
   r. Permanent RW monumentation
   s. As-built Surveys and preparation of Record Drawings
   t. Life Safety Analysis
   u. Commissioning and Testing of Electrical Equipment
   v. Any services not specifically detailed in the scope.

A.3 Project Deliverables

See Deliverables in Scope Above.

A.4 Compensation

In consideration of the performance of the foregoing services by OLSSON, the CITY OF FAYETTEVILLE shall pay to OLSSON compensation as follows:

1. Compensation shall be paid to OLSSON on the basis of OLSSON's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses in accordance with the attached reimbursable expense schedule. Rates are adjusted annually at the beginning of each calendar year. OLSSON agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.

2. The maximum total not-to-exceed amount for services described in Section A2.1 through

A2.9 is tabulated as follows. Fee amounts for each phase may exceed subtotals below, but total fee will not exceed the total fee shown below.

a.	Project Management	$ 60,554.00
b.	A2.1 Topographic Survey	$ 90,000.00
c.	A2.2 Traffic Study	$ 31,734.00
d.	A2.3 Geotechnical Services	$ 6,057.00
e.	A2.4 Subconsultant: Alta Planning + Design	$ 30,000.00
f.	A2.5 Conceptual Design Phase (10% Plans)	$ 47,762.00
g.	A2.6 Preliminary Design Phase (30% Plans)	$ 94,609.00
h.	A2.7 Right-of-Way Design Phase (60% Plans)	$ 96,159.00
i.	A2.8 Final Design Phase (95% Plans)	$ 254,073.00
j.	A2.9 Bidding and Contract Award	$ 26,343.00
k.	Estimated Expenses	$ 33,926.40
l.	TOTAL	$ 771,217.40

A.5 Project Design Schedule

OLSSON shall begin work under this Agreement within two (2) working days of a Notice to Proceed (NTP) and shall complete the work described in Section A2 above in accordance with the schedule below.

1. Submit survey drawings and draft traffic report in preparation for the Design Charettes and the Public Meetings:
    - 75 Calendar days after NTP
2. Submit Final Traffic Study and Conceptual Plans:
    - 45 Calendar days following concurrence from CITY OF FAYETTEVILLE on Design Charette Comments
3. Revise Conceptual Plans and submit 30% design drawings and opinion of probable cost:
    - 60 Calendar days after receipt of written comments regarding 30% design from CITY OF FAYETTEVILLE
4. Revise 30% design drawings submit 60% design drawings and opinion of probable cost
    - 45 Calendar days after receipt of written comments regarding 30% design from CITY OF FAYETTEVILLE
5. Revise 60% design drawings submit 95% design drawings and opinion of probable cost:
    - 90 Calendar days after receipt of written comments regarding 30% design from CITY OF FAYETTEVILLE
6. Provide final biddable construction documents
    - 15 Calendar days after receipt of written comments regarding 95% design from CITY OF FAYETTEVILLE

A.6 Attachments

1. OLSSON Fee Estimate Spreadsheet
2. OLSSON Labor Billing Rate Schedule for 2019
3. OLSSON Reimbursable Expense Schedule for 2019

STAFF-HOUR ESTIMATE - Porter Interchange and Midtown Trail

Task No.	Description of Work Items / Tasks	TLDR	PM	SE/TL	Proj Eng	Assoc Eng	AE	Sr CAD Tech	Sr Tech	Sr. LA	SRVY (2 MC)	Sen SVY	SVY Tech	Admin	Total Manhours	Total Labor Fee	Subtotal	
100	**Project Management**																	
101	Project Management	24	120						24						168	$26,832	**$26,832.00**	
102	Quality Assurance/Quality Control (QA/QC)	8	32	32		32									104	$16,312	**$16,312.00**	
103	Utility Review/Coordination	1	24			24									49	$6,915	**$6,915.00**	
104	Railroad Coordination	1	16												17	$2,899	**$2,899.00**	
105	Project Progress Meetings (Assume 12 meetings)	4	24					24							52	$7,596	**$7,596.00**	
		38	216	32	0	56	0	24	24	0	0	0	0	0	390			**$60,554.00**
200	**Survey Services**																	
201	Topographic Survey										258	32			290	$45,120	**$45,120.00**	
202	Base Map Preparation											96	88		184	$19,440	**$19,440.00**	
203	Control and Land Corners										96	64			160	$23,040	**$23,040.00**	
204	Utility Locates										12	4			16	$2,400	**$2,400.00**	
		0	0	0	0	0	0	0	0	0	366	196	88	0	650			**$90,000.00**
300	**Traffic Corridor Study**																	
301	Traffic Study	12	24			40			6						82	$11,304	**$11,304.00**	
302	Data Collection/ Trip Generation/Distribution/volume balancing	10	8			14			2						34	$5,012	**$5,012.00**	
303	Safety Crash Analysis	4	8			12			1						25	$3,542	**$3,542.00**	
304	Draft and Final Report	16	20			40			12						88	$11,876	**$11,876.00**	
		42	60	0	0	106	0	0	21	0	0	0	0	0	229			**$31,734.00**
400	**Geotechnical**																	
401	Geotechnical Borings								48						48	$3,744	**$3,744.00**	
402	Evaluation and Geotechnical Report		1		16										17	$2,313	**$2,313.00**	
		0	1	0	16	0	0	0	48	0	0	0	0	0	65			**$6,057.00**
500	**Subconsultant: ALTA Planning + Design**																	
501	Subconsultant: ALTA Planning + Design														0	$30,000	**$30,000.00**	
		0	0	0	0	0	0	0	0	0	0	0	0	0	0			**$30,000.00**
600	**Conceptual Design Phase (10 Percent Plans) - Interchange**																	
601	Roadway Conceptual Design	2	4		8		40		16						70	$7,106	**$7,106.00**	
602	Intersection Evaluation	2	4		24		8		16						54	$6,274	**$6,274.00**	
603	ATAC and Transportation Committee Preparation		4					8							12	$1,596	**$1,596.00**	
		4	12	0	32	0	48	8	32	0	0	0	0	0	136			**$14,976.00**
700	**Conceptual Design Phase (10 Percent Plans) - Midtown Trail**																	
701	Trial Conceptual Designs	2	8		40	40		40							130	$16,142	**$16,142.00**	
702	Coordination with ALTA Planning + Design		4			8		8							20	$2,484	**$2,484.00**	
703	Design Charrettes (2)	16	16			16		16							64	$9,440	**$9,440.00**	
704	Public Meetings (2)	8	8			8		8							32	$4,720	**$4,720.00**	
		26	36	0	40	72	0	72	0	0	0	0	0	0	246			**$32,786.00**
800	**Preliminary Design Phase (30 Percent Plans) - Interchange**																	
801	Preliminary Road Design																	
	Title Sheet		1						8						9	$793	**$793.00**	
	Typical Sections		2				4		12						18	$1,646	**$1,646.00**	
	General Notes Sheet		2				4		4						10	$1,022	**$1,022.00**	
	Survey control and alignment sheet		1				1		8						10	$886	**$886.00**	
	Demolition Sheets		1	2			8		16						27	$2,523	**$2,523.00**	
	Roadway Plan & Profile Sheets		4	16			60		24						104	$11,024	**$11,024.00**	
	Roadway Cross Sections		4				8		24						36	$3,292	**$3,292.00**	
802	Drainage Design		1	4			16								21	$2,381	**$2,381.00**	
803	Opinion of Probable Cost	1	8				16		16						41	$4,283	**$4,283.00**	
		1	24	22	0	0	117	0	112	0	0	0	0	0	276			**$27,850.00**

STAFF-HOUR ESTIMATE - Porter Interchange and Midtown Trail

Task No.	Description of Work Items / Tasks	TLDR	PM	SE/TL	Proj Eng	Assoc Eng	AE	Sr CAD Tech	Sr Tech	Sr. LA	SRVY (2 MC)	Sen SVY	SVY Tech	Admin	Total Manhours	Total Labor Fee	Subtotal	
900	**Preliminary Design Phase (30 Percent Plans) - Midtown Trail**																	
901	Preliminary Road Design (2 Sets)																	
	Title Sheet		2					16							18	$2,178	**$2,178.00**	
	Typical Sections		2			8		24							34	$3,986	**$3,986.00**	
	General Notes Sheet		1			8		8							17	$1,977	**$1,977.00**	
	Survey control and alignment sheet		1			2		16							19	$2,231	**$2,231.00**	
	Demolition Sheets		1	2		24		48							75	$8,715	**$8,715.00**	
	Trail and Curb Plan & Profile Sheets		2	8		40		80	80						210	$21,666	**$21,666.00**	
	Trail Cross Sections		4			24		40							68	$7,940	**$7,940.00**	
902	Traffic Signal Plans														0	$0	**$0.00**	
	Ped Poles Placement; Garland Ave. @ Deane Str.		1			2	4								7	$763	**$763.00**	
	Ped Poles Placement; Leverett Ave. @ Sycamore Street		1			2	4								7	$763	**$763.00**	
	Pole Placement RRFB at Woodland Ave.		1			4	8								13	$1,357	**$1,357.00**	
903	Drainage Design		4		16	40		8							68	$8,180	**$8,180.00**	
904	Opinion of Probable Cost	1	8			16		32							57	$7,003	**$7,003.00**	
		1	28	10	16	170	16	272	80	0	0	0	0	0	593			**$66,759.00**
1000	**Right-of-Way Plans (60%) - Interchange**																	
1001	Right-of-Way Plans		4	4	4		48		24						84	$8,272	**$8,272.00**	
	Lighting Plans		1	2	8	20			20						51	$5,383	**$5,383.00**	
	Traffic Control Plans	1	1			16			16						34	$3,388	**$3,388.00**	
	Drainage Design		1	4	4		40								49	$5,149	**$5,149.00**	
1002	Cost Estimates		1	1		2	4		8						16	$1,568	**$1,568.00**	
		1	8	11	16	38	92	0	68	0	0	0	0	0	234			**$23,760.00**
1100	**Right-of-Way Plans (60%) - Midtown Trail**																	
1101	Right-of-Way Plans (2 sets)	1	24			40		120	120						305	$31,851	**$31,851.00**	
	Lighting Plans		2	2	20	30			40						94	$9,830	**$9,830.00**	
	Traffic Signal Plans														0	$0	**$0.00**	
	Signal Design Modification; Garland Ave. @ Deane Str.	1	2			8			16						27	$2,669	**$2,669.00**	
	Signal Design Modification; Leverett Ave. @ Sycamore Street	1	2			8			16						27	$2,669	**$2,669.00**	
	Design RRFB at Woodland Ave.	1	2			32			32						67	$6,581	**$6,581.00**	
	Traffic Control Plans	1	1			12			24						38	$3,568	**$3,568.00**	
1102	Drainage Design		4		16	40		8							68	$8,180	**$8,180.00**	
1103	Cost Estimates	1	4	4		16		32							57	$7,051	**$7,051.00**	
		6	41	6	36	186	0	160	248	0	0	0	0	0	683			**$72,399.00**
1200	**Final Plans (95%) - Interchange**																	
1201	Final Design Plans																	
	Cover Sheet						1		2						3	$249	**$249.00**	
	Survey control and alignment sheet						1		2						3	$249	**$249.00**	
	Demolition Plan		1	1			4		8						14	$1,346	**$1,346.00**	
	Typical Sections Sheets		1	1			6								8	$908	**$908.00**	
	General Notes Sheets		1			2	2								5	$577	**$577.00**	
	Roadway Plan & Profile Sheets		2	8		24	40		24						98	$10,042	**$10,042.00**	
	ADA Ramp Details		1	2			8		16						27	$2,523	**$2,523.00**	
	Storm Drainage Plan & Profile Sheets		1	2	8		24								35	$3,835	**$3,835.00**	
	Detail Sheets		1	1			4		24						30	$2,594	**$2,594.00**	
	Sediment and Erosion Control Sheets		2			8	16								26	$2,714	**$2,714.00**	
	Lighting Plans		2		8	16			24						50	$5,058	**$5,058.00**	
	Signing and Striping		1	8		24			40						73	$7,401	**$7,401.00**	
	Roadway Cross Sections		1				32								33	$3,145	**$3,145.00**	
	Roundabout Center Landscaping Plan		2							20					22	$3,638	**$3,638.00**	
	Traffic Control Plans	1	4			20			40						65	$6,211	**$6,211.00**	
1202	Cost Estimates	1	1	2		2	4		8						18	$1,944	**$1,944.00**	
1203	Permits - SWPPP		1			24		8						2	35	$3,943	**$3,943.00**	
1204	Permits - ArDOT		8			16								2	26	$3,318	**$3,318.00**	
1205	Drainage Report		1	4			24							2	31	$3,315	**$3,315.00**	
1206	Project Manual & Bid Documents		16				40							24	80	$8,704	**$8,704.00**	
1207	Address Final Roadway Review Comments		2				8		12						22	$2,018	**$2,018.00**	
1208	Final Quanitites & Opinion of Cost (100%)		1	1		2		8							12	$1,492	**$1,492.00**	
		2	50	30	16	138	214	16	200	20	0	0	0	30	716			**$75,224.00**

STAFF-HOUR ESTIMATE - Porter Interchange and Midtown Trail

Task No.	Description of Work Items / Tasks	TLDR	PM	SE/TL	Proj Eng	Assoc Eng	AE	Sr CAD Tech	Sr Tech	Sr. LA	SRVY (2 MC)	Sen SVY	SVY Tech	Admin	Total Manhours	Total Labor Fee	Subtotal	
1300	**Final Plans (95%) - Midtown Trail**																	
1301	Final Design Plans (2 sets)																	
	Cover Sheet					2		4							6	$682	**$682.00**	
	Survey control and alignment sheet					2		2							4	$452	**$452.00**	
	Demolition Plan		1	2		16		16							35	$4,147	**$4,147.00**	
	Typical Sections Sheets		1	2		8		24							35	$4,179	**$4,179.00**	
	General Notes Sheets		2			8		16							26	$3,066	**$3,066.00**	
	Trail Plan & Profile Sheets		24			40		80	80						224	$23,936	**$23,936.00**	
	ADA Ramp Details		4	4		24		40	80						152	$14,904	**$14,904.00**	
	Storm Drainage Plan & Profile Sheets		4		24	24		40							92	$11,156	**$11,156.00**	
	Detail Sheets		2			16		40	80						138	$12,954	**$12,954.00**	
	Sediment and Erosion Control Sheets					16		32							48	$5,456	**$5,456.00**	
	Lighting Plans		1	4	20	32			48						105	$10,869	**$10,869.00**	
	Signing and Striping		1	4	8	48			88						149	$14,157	**$14,157.00**	
	Trail Cross Sections		4			8		80							92	$10,764	**$10,764.00**	
	Traffic Signal Plans							40							40	$4,600	**$4,600.00**	
	Final Signal Modification Design; Garland Ave. @ Deane Str.	1	2			12			20						35	$3,425	**$3,425.00**	
	Final Signal Modification Design; Leverett Ave. @ Sycamore Street	1	2			12			20						35	$3,425	**$3,425.00**	
	Final Design RRFB at Woodland Ave.	1	2			12			32						47	$4,361	**$4,361.00**	
	Traffic Control Plans	1	4			32			64						101	$9,415	**$9,415.00**	
1302	Cost Estimates	1	2	2		16		40							61	$7,271	**$7,271.00**	
1303	Permits - SWPPP		1		4	24		16						2	47	$5,399	**$5,399.00**	
1304	Drainage Report		1		4	24								2	31	$3,559	**$3,559.00**	
1305	Project Manual & Bid Documents		16			60								40	116	$13,164	**$13,164.00**	
1306	Address Final Roadway Review Comments		2			16		24							42	$4,874	**$4,874.00**	
1307	Final Quanitites & Opinion of Cost (100%)		1	1		4		16							22	$2,634	**$2,634.00**	
		5	77	19	60	456	0	510	512	0	0	0	0	44	1683			**$178,849.00**
1400	**Bidding (Three Separate Contracts)**																	
1401	Coordinate with Purchasing and transmit bid documents					6								3	9	$951	**$951.00**	
1402	Attend Pre-Bid Meetings		12			12									24	$3,360	**$3,360.00**	
1403	Assist Purchasing with Answers to Questions from Bidders	6	12			32	32								82	$9,726	**$9,726.00**	
1404	Assist Purchasing with Preparation of Addenda	6	12			24	24								66	$8,094	**$8,094.00**	
1405	Attend Bid Opening, Review Bids, Assist with Const. Contract Docs	6	18												24	$4,212	**$4,212.00**	
		18	54	0	0	74	56	0	0	0	0	0	0	3	205			**$26,343.00**
	Total Staff Hours	144	607	130	232	1,296	543	1,062	1,345	20	366	196	88	77	6,106			
	Total Labor	$28,080	$102,583	$23,530	$31,088	$143,856	$50,499	$122,130	$104,910	$3,300	$58,560	$23,520	$7,920	$7,315		$737,291	**$737,291.00**	
	Total Expenses																**$33,926.40**	
	Total Labor and Expenses																**$771,217.40**	
																		$771,217.40

EXPENSES					
Expenses	**Amount**	**Units**	**$/Unit**		**Cost**
Travel, mile (car)	2880	MILES	$0.58		$1,670.40
Survey Expenses	1	L.S.	$5,400.00		$5,400.00
Geotechnical Expenses	1	L.S.	$5,506.00		$5,506.00
Traffic Counts	1	L.S.	$4,800.00		$4,800.00
Miscellaneous Expenses (Plots, Copies, Reports, etc.)	1	L.S.	$1,750.00		$1,750.00
Titlework					$0.00
Residential	90	E.A.	$100.00		$9,000.00
Commerical	29	E.A.	$200.00		$5,800.00
Total Expenses					**$33,926.40**

TOTAL EXPENSES Drilling					
Expenses	**Amount**	**Units**	**$ Ea.**		**Cost**
Drilling					
Mobilization, Drill Rig	470	MILES	2.25		$1,057.50
Mobilization, Support Truck	589	MILES	0.8		$471.20
Pavement Cores and Patching	12	EA.	75		$900.00
Drilling, straight auger	120	Foot	5.35		$642.00
Sampling	36	EA.	9.64		$347.04
Traffic Control	2	Day	500		$1,000.00
Lab Testing					
Moisture Content	8	EA.	15		$120.00
Dry Density	28	EA.	21		$588.00
Atterberg Limits	4	EA.	95		$380.00
Geotechnical Expenses		**Sub Total**			**$5,505.74**

OLSSON BILLING RATE SCHEDULE

2019 LABOR RATES

Description	Range
Principal……	109 - 381
Project Manager……..	103 - 189
Project Professional…….	94 - 168
Assistant Professional…….	47 - 143
Designer……	84 - 178
CAD Operator……..	32 - 116
Survey……..	43 - 171
Construction Services…….	40 - 189
Administrative/Clerical…….	29 - 130

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.58/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).