

City of Fayetteville Staff Review Form

2020-0393

Legistar File ID

6/2/2020

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

Matt Casey

5/7/2020

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$402,650.00 with Garver, LLC for design of the Appleby Rd./Rolling Hills Dr./Plainview Ave. Connection Project, authorizing the Mayor to acquire the easements and Right of Way for the project and approval of a budget adjustment, per RFQ 20-01, selection #4.

Budget Impact:

4602.860.7221-5860.02

4602 - Streets Project 2019 Bonds

Account Number

Fund

46020.7221.1000

Appleby/Rolling Hills/Plainview Connection

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 35,645,758.00

Funds Obligated \$ 4,121,694.62

Current Balance \$ 31,524,063.38

Does item have a cost? Yes

Item Cost \$ 402,650.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ -

Remaining Budget \$ 31,121,413.38

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF JUNE 2, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: May 6, 2020

SUBJECT: **Approval of a contract in the amount of \$402,650.00 with Garver, LLC for design of the Appleby Rd./Rolling Hills Dr./Plainview Ave. Connection Project, authorizing the Mayor to acquire the easements and Right of Way for the project and approval of a budget adjustment, per RFQ 20-01, selection #4.**

RECOMMENDATION:

Staff recommends approval of a contract in the amount of \$402,650.00 with Garver, LLC for design of the Appleby Rd./Rolling Hills Dr./Plainview Ave. Connection Project, authorizing the Mayor to acquire the easements and right of way for the project and approval of a budget adjustment, per RFQ 20-01, selection #4.

BACKGROUND:

This project includes an extension of Rolling Hills Drive into the Fiesta Square Shopping Center, a direct connection from Appleby Road to Rolling Hills Drive, and an extension of Plainview Drive south into the Fiesta Square Shopping Center. Schematic designs include a roundabout on the east side of the shopping center at the intersection these streets.

The recently completed 71B Corridor study identified traffic congestion between Rolling Hills and Joyce Blvd. as a major concern. This connection will provide an alternate route for traffic moving between Rolling Hills Drive and Millsap and will provide for better east-west and north/south connections in the area. A multi-use trail is also planned to provide a north-south route parallel to Hwy 71B, and to connect existing bike facilities on Appleby Rd. and Rolling Hills Dr.

DISCUSSION:

On March 5th, Garver, LLC was selected by committee based on RFQ 20-01, selection #4. Staff has worked with Garver to prepare a detailed scope of work and contract for this project. They have provided a proposed scope and fee in the amount of **\$402,650.00** for the design of this project. The contract will be paid based on hourly rates for work completed, up to the total contract amount. Design should be complete and ready for bid in the second quarter of 2021.

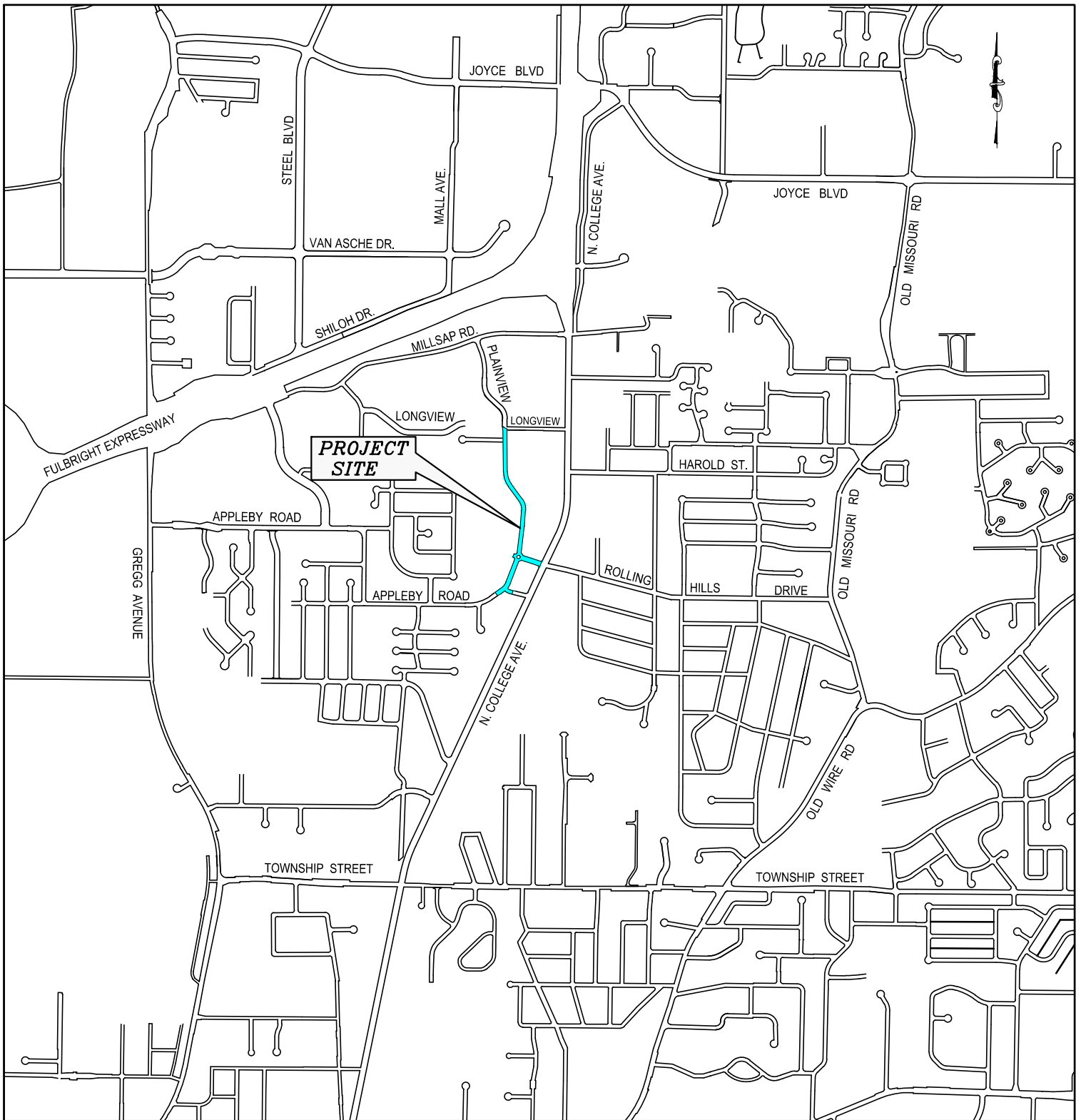
After the design has reached the 60% review stage, the City will begin acquisition of the right of way and easements necessary for the project. The preliminary estimate for this acquisition is \$400,000.

BUDGET/STAFF IMPACT:

The design for this project will be paid for with the funds from the 2019 Transportation Bond Fund as part of the Hwy 71B Corridor Project.

Attachments:

Vicinity Map
Garver, LLC - Engineering Agreement
Budget Adjustment



V I C I N I T Y M A P

APPLEBY ROAD TO
PLAINVIEW DRIVE
EXTENSION
2019 BOND PROGRAM



APPLEBY ROAD TO
PLAINVIEW DRIVE
EXTENSION
2019 BOND PROGRAM

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

THIS AGREEMENT is made as of _____, 2020, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (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 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 his 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 shall be based upon on an Hourly basis as described in Appendix B.
- 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 as 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:

<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	\$1,000,000 Combined Single Limit
Property Damage	
Automobile Liability:	
Bodily Injury and	\$1,000,000 Combined Single Limit
Property Damage	
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 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
 - 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

- 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

- 6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE

may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

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

- 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:
125 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
2049 E. Joyce Blvd, Suite 400
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 contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

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

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will 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: _____
Mayor, Lioneld Jordan

By:  _____
Senior Project Manager, Ron Petrie

ATTEST:
By: _____
City Clerk

By:  _____
Project Manager, Jeff Webb

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

1. General

Generally, the scope of services includes surveying, design, water and sewer relocations and adjustments, preparation of property acquisition documents and bidding services for the extension of N. Plainview Avenue from East Longview Street to East Appleby Road. Improvements will consist primarily of the widening of approximately 600-ft of existing roadway with sidewalks, the extension of N. Plainview Avenue approximately 2,000-ft through the Fiesta Square Shopping Center parking lot to E. Appleby Road, installation of a roundabout at the intersection of the existing Fiesta Square entrance with the new roadway, and improvements to the Fiesta Square Entrance/E. Rolling Hills Drive intersection with College Avenue.

2. Surveys

2.1. Design Surveys

Garver will provide field survey data for designing the project with the survey tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

2.2. Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

3. Geotechnical Services

Garver will subcontract with Terracon, Inc. to provide the necessary geotechnical services for this project. The scope of services from Terracon includes:

- A. Five (5) borings to 5-ft in depth or auger refusal for roadway sections on new alignment.
- B. One (1) borings to 10-ft in depth or auger refusal for a potential retaining wall near the intersection with Appleby Road.
- C. Provide Traffic Control during field investigations.
- D. Perform laboratory testing to determine soil properties including water content, Atterberg limits, sieve analysis, standard proctor, and resilient modulus.
- E. Prepare a Geotechnical Report that includes boring logs, stratification classification, groundwater levels, description of subsurface conditions, subgrade preparation/earthwork recommendations, pavement thickness options and design parameter recommendations, and retaining wall recommendations.

4. Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at the preliminary and final stages of development. Garver will provide coordination among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include

the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish final plans to the following agencies: ADEQ and the Arkansas Department of Health (ADH) for their review and comment.

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

5. Environmental Services

Garver will prepare a construction stormwater pollution prevention plan (SWPPP) and notice of intent (if required), and coordinate issuance of the NPDES permit with the Arkansas Department of Energy and Environment, a Division of the Arkansas Department of Environmental Quality (ADEQ).

6. Traffic Study

6.1. Determine Future Growth Rates

Using ADT volumes from the ARDOT database and information from the Northwest Arkansas Regional Planning Commission's travel demand model, Garver will develop expected traffic growth rates adjacent to the study area.

6.2. Existing Traffic Volumes Analyses

Garver will utilize traffic counts at the intersection of College Avenue and Rolling Hills Drive, previously collected in 2017. Using the growth rates, these volumes will be projected to 2020.

Garver will utilize *Synchro/SimTraffic* software to evaluate the existing geometry at the intersection of College Avenue with Rolling Hills Drive during both AM and PM peak hours. The evaluation will include *Highway Capacity Manual* (HCM) methodology for delay, level of service (LOS) and queueing distance for each intersection movement. *SimTraffic* methodology will also be used to evaluate delay, LOS and queues. This base condition information will be used for comparison with the Plainview Avenue Extension improvements.

Using 2020 volumes, Garver will divert a portion of College Avenue traffic to the Plainview Avenue Extension and analyze the intersection operations at College Avenue and Rolling Hills Drive and at Plainview Avenue and Rolling Hills Drive for both AM and PM peak hours.

6.3. Future Traffic Volumes Analyses

Using the ITE Trip Generation Manual, 10th Edition, Garver will develop expected AM and PM peak hour trips for the proposed development adjacent to project corridor. Consideration will also be given to currently existing development/land uses that will be removed as part of the Plainview Avenue Extension project.

Using the determined growth rates, Garver will develop future volumes that represent twenty (20) years of growth. Design traffic volumes will develop that include expected traffic growth plus the addition of trips associated with the proposed development. Using the 20-year design volumes, Garver will evaluate the existing geometry at the intersection College Avenue with Rolling Hills Drive during both AM and PM peak hours to develop a future base condition for comparison with the Plainview Avenue Extension improvements.

Garver will again reroute a portion of College Avenue traffic to the Plainview Avenue Extension and analyze the intersection operations at College Avenue and Rolling Hills Drive and at Plainview Avenue and Rolling Hills Drive for both AM and PM peak hours using 20-year design

volumes.

6.4. Report

Garver will develop a memo summarizing the findings of the existing conditions and the future conditions, describing the impacts of the Plainview Avenue Extension on the intersection of College Avenue and Rolling Hills Drive. Garver will submit one electronic copy of the report along with appendices that include detailed outputs from Synchro and SimTraffic.

7. **Hydrology and Hydraulics Study**

Garver will provide floodplain analysis services for the project. The purpose of the study will be to analyze the proposed crossing of the Plainview Road extension over a tributary to Mud Creek.

The following items will be completed as part of the study:

- Garver will attend one site visit to observe existing features at the project site.
- The creek is shown as a Zone A on the FEMA maps. A hydrologic and hydraulic model of the creek is not expected to be available from FEMA.
- Garver will develop a hydrologic model of the project area using the HEC-HMS software.
- Garver will develop a hydraulic model of the project area using the HEC-RAS software. This model will be used to analyze existing and proposed project scenarios for the crossing of the tributary to Mud Creek. The proposed crossing is assumed to be a culvert. As such, no scour analysis will be prepared.

Garver will prepare a brief drainage memorandum that will include the following items:

- Brief description of the existing floodplain and drainage system hydraulic condition.
- Descriptions of the results for the scenario described above.
- Plots of relevant cross sections and floodplain limits,
- Tables showing existing and proposed condition hydraulic results such as water surface elevations, velocities and other hydraulic parameters.
- Submit drainage memorandum to City of Fayetteville for review.

Garver will attend up to two meetings with the City.

8. **Conceptual Design**

The conceptual design phase submittal will include roadway plan & profile sheets, demolition plan, water and sewer relocations (excluding plan and profiles), roundabout layout, Rolling Hills Drive intersection improvement layout sheets, Fiesta Square parking lot modifications, drainage improvements including water quality discharges in the streamside protection zone, pavement marking sheets, cross sections, and an opinion of probable construction cost. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

9. **Lighting Design**

Garver will develop a lighting performance specification based on IESNA recommended criteria and the Owner provided light fixture manufacturer, type, and style. This performance specification will

require the Contractor to submit a lighting layout meeting the design statistical criteria, submit an electrical design, and perform utility coordination. This submittal will be to the Owner.

Garver will produce an estimate of probable cost related to the performance specification. This estimate will not be based on a design, but rather similar lighting installations in the area with respect to quantity of poles and anticipated infrastructure sizes.

Garver will not conduct a lighting design, electrical design, electrical calculations, utility coordination, or other design activities beyond the performance specification. Garver will not produce lighting removal or installation plans.

These items and Contractor's submittal review(s) can be added as additional services.

10. Preliminary Design

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include all items listed in the Conceptual Design stage plus retaining wall layouts, lighting plans, landscaping plan for the roundabout and tree plantings along the corridor, maintenance of traffic plans, water and sewer relocation plan and profiles, and an updated opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

11. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also provide final coordination with Owner, make any needed plan changes as a result of the final review comments and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ.

12. Property Acquisition Documents

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include individual tract maps with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 12 properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

13. Bidding Services

During the bidding phase of the project, Garver will:

- Prepare Advertisement for Bids for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- Digitally dispense construction contract documents to prospective bidders.

- Support the contract documents by preparing addenda as appropriate.
- Attend the bid opening.
- Prepare bid tabulation.
- Evaluate bids and recommend award.
- Prepare construction contracts.

14. Construction Phase Services

Construction Phase Services are currently excluded from the scope of services but may be added by amendment at a future date.

15. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- One digital copy of the Traffic Memo Report.
- One digital copy of the Geotechnical Report.
- Two hard copies of the Conceptual Design with opinion of probable construction cost.
- Two hard copies of the Preliminary Design with opinion of probable construction cost.
- One digital copy of the Preliminary Plans to each potentially affected utility company.
- Two hard copies of the Final Design with opinion of probable construction cost.
- Three hard copies of the revised Final Design with opinion of probable construction cost.
- One digital copy of the revised Final Plans to each potentially affected utility company.
- Three hard copies of the Final Plans and Specifications to the Contractor.
- Two hard copies of the right-of-way and/or easement acquisition documents.
- Electronic files as requested.

16. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- Pavement Design beyond that furnished in the Geotechnical Report.
- Design of any utilities relocation other than water and sewer, and water and sewer improvements beyond what is required to accommodate roadway improvements to comply with minimum design standards.
- Significant structural design beyond that required for roadside retaining walls and minor drainage structures.
- Electrical design beyond that specified in the scope of services.
- Construction Phase Services and Construction materials testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items and coordination with USCOE.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Intersection turn movement counts at the study intersections or other intersections not included in the study.
- 24-hour classification counts along College Avenue.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

17. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Traffic Study	45 days from NTP
Surveys – Design and Property	45 days from NTP
Conceptual Design	45 days from approval of Traffic Study findings
Geotechnical Engineering	45 days from approval of Conceptual Design
Preliminary Design	75 days from approval of Conceptual Design
Final Design	60 days from approval of Preliminary Design
Property Acquisition Documents	60 days from approval of Preliminary Design
Bidding Services	30 days from approval of Final Design or City Notification



APPENDIX B

**Plainview Avenue Extension
Garver Hourly Rate Schedule: July 2019 - June 2020**

Classification	Rates
Engineers / Architects	
E-1.....	\$ 108.00
E-2.....	\$ 126.00
E-3.....	\$ 152.00
E-4.....	\$ 178.00
E-5.....	\$ 217.00
E-6.....	\$ 272.00
E-7.....	\$ 361.00
Planners / Environmental Specialist	
P-1.....	\$ 131.00
P-2.....	\$ 164.00
P-3.....	\$ 204.00
P-4.....	\$ 232.00
P-5.....	\$ 268.00
P-6.....	\$ 306.00
P-7.....	\$ 370.00
Designers	
D-1.....	\$ 101.00
D-2.....	\$ 118.00
D-3.....	\$ 141.00
D-4.....	\$ 164.00
Technicians	
T-1.....	\$ 79.00
T-2.....	\$ 100.00
T-3.....	\$ 122.00
Surveyors	
S-1.....	\$ 49.00
S-2.....	\$ 64.00
S-3.....	\$ 86.00
S-4.....	\$ 124.00
S-5.....	\$ 164.00
S-6.....	\$ 186.00
2-Man Crew (Survey).....	\$ 198.00
3-Man Crew (Survey).....	\$ 247.00
2-Man Crew (GPS Survey).....	\$ 218.00
3-Man Crew (GPS Survey).....	\$ 267.00
Construction Observation	
C-1.....	\$ 96.00
C-2.....	\$ 123.00
C-3.....	\$ 150.00
C-4.....	\$ 185.00
Management/Administration	
M-1.....	\$ 370.00
X-1.....	\$ 62.00
X-2.....	\$ 84.00
X-3.....	\$ 117.00
X-4.....	\$ 150.00
X-5.....	\$ 183.00
X-6.....	\$ 231.00
X-7.....	\$ 279.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

FEE SUMMARY

Title I Services	Estimated Fees
<i>Geotechnical Services (Terracon)</i>	\$5,400.00
<i>Record Research</i>	\$5,400.00
<i>Utility Markings (ARKUPS)</i>	\$400.00
Environmental Handling/Documentation	\$2,800.00
Traffic Studies	\$19,700.00
H&H Study	\$23,650.00
Signalization Design	\$28,260.00
Surveys	\$49,870.00
Conceptual Design	\$66,820.00
Preliminary Design	\$87,850.00
Preliminary Design - Electrical	\$9,000.00
Final Design	\$77,100.00
Final Design - Electrical	\$5,120.00
Property Acquisition Documents	\$16,450.00
Bidding Services	\$4,830.00
Subtotal for Title I Services	\$402,650.00
Title II Services	
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$0.00
Subtotal for Title II Services	\$0.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION TRAFFIC STUDIES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Traffic Analysis							
Develop Future Growth Rates		1		4			
Existing Traffic Volumes Analyses							
Compile Existing Volumes (AM, PM, ADT)		1		4			
Analyze Existing Condition (AM and PM)		1		12			
Analyze Proposed Condition (AM and PM)		1		12			
Future Traffic Volumes Analyses							
Develop Trip Generation for Proposed Development		1		8			
Develop Future Volumes (AM, PM, ADT)		1		4			
Analyze Existing Condition (AM and PM)		1		12			
Analyze Proposed Condition (AM and PM)		1		12			
Summary Report		16		4			
Coordination with MPO		4					
QC Review	8	2					
Subtotal - Traffic Analysis	8	30	0	72	0	0	0

Hours	8	30	0	72	0	0	0
Salary Costs	\$2,176	\$6,510	\$0	\$10,944	\$0	\$0	\$0

SUBTOTAL - SALARIES: \$19,630.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$70.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$70.00

SUBTOTAL: \$19,700.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$19,700.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

H&H Study

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. H&H Study							
Data Collection							
Conduct field inspections to observe current conditions				8		8	
Collect available data including GIS data and maps, site survey data, as-builts				2		2	
Hydrologic Studies							
Determine watershed and sub-watershed boundary				1		6	
Determine Watershed Parameters				2		8	
Develop HEC-RAS hydrologic model				4		16	
Hydraulic Studies - Crossing at E Eton St.							
Create the existing and proposed hydraulic model using HEC-RAS (Scour Not Incl)				8		44	
Coordinate with Roadway Engineers				2		8	
QA/QC		2		4		6	
Prepare Hydraulic Report				8		20	
Meetings with City - Up to 2 at City				16		16	
Scope Does Not Include Conditional Letter of Map Revision							
During construction hydraulic models not included							
Subtotal - H&H Study	0	2	0	55	0	134	0

Hours	0	2	0	55	0	134	0
Salary Costs	\$0	\$434	\$0	\$8,360	\$0	\$14,472	\$0

SUBTOTAL - SALARIES: \$23,266.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$150.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$234.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$384.00

SUBTOTAL: \$23,650.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$23,650.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

SIGNALIZATION DESIGN & SPECIAL SIGNS

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Preliminary Design							
Signalization Plan at Rolling Hills							
Notes			1		1		
60 & 40 Scale Plans			2		16	8	4
Wiring Diagram			2		12	6	1
Charts			2		12	4	1
Wheelchair Ramps at Rolling Hills			2		16	2	
Roundabout Special Signs	2			32			
QA/QC	8						
Subtotal - Preliminary Design	10	0	9	32	57	20	6
2. Final Design							
Signalization Plan at Rolling Hills							
Notes					1		
Quantities			4			4	2
60 & 40 Scale Plans					6	4	2
Wiring Diagram					2	2	1
Charts					2	2	1
Wheelchair Ramps at Rolling Hills			1		6	1	
Technical Specifications			2		1		
Roundabout Special Signs	1			16			
QA/QC	4						
Subtotal - Final Design	5	0	7	16	18	13	6

Hours	15	0	16	48	75	33	12
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Salary Costs	\$4,080.00	\$0.00	\$2,848.00	\$7,296.00	\$9,450.00	\$3,564.00	\$948.00
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SUBTOTAL - SALARIES: **\$28,186.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$74.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$74.00**

SUBTOTAL: **\$28,260.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$28,260.00**

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

SURVEYS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	\$152.00	\$164.00	\$124.00	\$198.00	\$218.00	\$247.00	\$100.00
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Coordination and Administration	6	8					
Establish Horizontal and Vertical Control		2	2	6	4		
Locate Utilities		4	6	4	8		
Topographic Surveys		8	2	34	50		
Data Processing/DTM Preparation		6	34				
							4
Subtotal - Surveying	6	28	44	44	62	0	4
2. Surveys - Property							
Coordination and Administration	4	8					
Record Research		4	12				
Field Research		4	4	8			
Field Work		2	4	10	10		
Property Easement/Right of way Delineation		10	20				
Subtotal - Surveying	4	28	40	18	10	0	0

Hours	10	56	84	62	72	0	4
Salary Costs	\$1,520.00	\$9,184.00	\$10,416.00	\$12,276.00	\$15,696.00	\$0.00	\$400.00

SUBTOTAL - SALARIES: **\$49,492.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$60.00
Postage/Freight/Courier	\$0.00
Survey Supplies	\$34.00
Travel Costs	\$284.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$378.00**

SUBTOTAL: **\$49,870.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$49,870.00**

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

ENVIRONMENTAL SERVICES

WORK TASK DESCRIPTION	E-3	P-2	P-1	- Select Category -	- Select Category -	- Select Category -	T-2
	\$159.00	\$171.00	\$137.00	\$0.00	\$0.00	\$0.00	\$104.00
	hr	hr	hr	hr	hr	hr	hr
1. Environmental Services							
DEQ		2	10				
QC Reviews		1	1				
							4
Subtotal - Environmental Services	0	3	11	0	0	0	4

Hours	0	3	11	0	0	0	4
Salary Costs	\$0.00	\$513.00	\$1,507.00	\$0.00	\$0.00	\$0.00	\$416.00

SUBTOTAL - SALARIES: \$2,436.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$14.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
SWPPP	\$200.00
STAA	\$150.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$364.00

SUBTOTAL: \$2,800.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$2,800.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$272.00	\$217.00	\$178.00	\$152.00	\$126.00	\$108.00	\$79.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Typical Sections			4			8	2
Plan & Profile Sheets	6		30			60	20
Roundabout Layout	2		12			30	6
Rolling Hills Intersection Improvements	2		10			24	8
Fiesta Square Parking Lot Modifications	1		6			16	4
Cross Sections			4			8	2
Drainage Improvements			16			28	6
Sidewalks			3			6	2
Pavement Marking Plan			4			12	4
Water & Sewer Relocations							
Record Drawing and Survey Review and Field Investigation			4			12	
Preparation of Water and Sewer Relocation Plans (excluding profiles)			20			48	
Opinion of Probable Construction Cost			2			12	
Utility Companies Coordination			4				
Meetings/Coordination with City	4		6				
Opinion of Probable Construction Cost			6			10	
QC Review	4		8				
Subtotal - Civil Engineering	19	0	139	0	0	274	54
2. Landscape Architecture							
Concept Landscape/Tree Layout				10			
Schematic Irrigation Plan				4			
Plan Details				3			
QC Review				2			
Subtotal - Landscape Architecture	0	0	0	19	0	0	0
Hours	19	0	139	19	0	274	54
Salary Costs	\$5,168.00	\$0.00	\$24,742.00	\$2,888.00	\$0.00	\$29,592.00	\$4,266.00

SUBTOTAL - SALARIES: **\$66,656.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$140.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$24.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$164.00**

SUBTOTAL: **\$66,820.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$66,820.00**

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preliminary Plans							
Typical Sections			2			4	
Plan & Profile Sheets	6		30			75	20
Roundabout Layout Sheets	4		16			40	10
Rolling Hills Intersection Improvements	2		8			24	8
Fiesta Square Parking Lot Modifications	1		4			10	2
Cross Sections			4			8	
Driveways			4			8	2
Drainage Improvements			18			28	
Sidewalks			2			6	2
Maintenance of Traffic Plan	1		8			12	4
Pavement Marking Plans	1		6			8	2
Water & Sewer Relocations							
Preparation of Water and Sewer Relocation Plan and Profiles			24			60	
Preparation of Water and Sewer Relocation Details			2			8	
Opinion of Probable Construction Cost			2			12	
Coordination with Geotechnical Subconsultant			2				
Coordination with Utility Companies			10				
Coordination and Meetings with Owner	3		6			6	
Public Participation Meeting	3		6			6	6
Opinion of Probable Construction Cost			4			10	
QC Review	6		8				
Subtotal - Civil Engineering	27	0	166	0	0	325	56
2. Landscape Architecture							
Landscape/Tree Layout				12			
Detailed Irrigation Plan				15			
Plan Details				5			
Opinion of Probable Construction Cost				2			
QC Review				2			
Subtotal - Landscape Architecture	0	0	0	36	0	0	0
3. Structural Engineering							
Retaining Wall Layout			6			8	
Subtotal - Structural Engineering	0	0	6	0	0	8	0

Hours	27	0	172	36	0	333	56
Salary Costs	\$7,641.00	\$0.00	\$31,992.00	\$5,724.00	\$0.00	\$37,629.00	\$4,648.00

SUBTOTAL - SALARIES: \$87,634.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$170.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$46.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$216.00

SUBTOTAL: \$87,850.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$87,850.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

PRELIMINARY DESIGN - ELECTRICAL

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Electrical Engineering							
General Team Coordination			2			4	
Performance Specification			8	8		16	
Quantities				2		8	
Cost Estimate				2		4	
QC Review			4	4			
Address Review Comments						2	
Subtotal - Electrical Engineering	0	0	14	16	0	34	0
Hours	0	0	14	16	0	34	0
Salary Costs	\$0.00	\$0.00	\$2,604.00	\$2,544.00	\$0.00	\$3,842.00	\$0.00

SUBTOTAL - SALARIES: \$8,990.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$10.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$10.00

SUBTOTAL: \$9,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$9,000.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Final Plans							
Typical Sections			2			4	
Plan & Profile Sheets	4		24			60	20
Roundabout Layout	2		12			20	8
Rolling Hills Intersection Improvements	1		8			16	6
Fiesta Square Parking Lot modifications			4			8	2
Cross Sections			2			6	
Maintenance of Traffic Plan			4			8	2
Driveways			2			6	2
Drainage Improvements			8			16	
Sidewalks			2			4	2
Pavement Marking Plans			4			8	2
Typical Details			4			8	2
Erosion Control Plans				6		12	4
Water & Sewer Relocations							
Preparation of Water and Sewer Relocation Plan and Profiles			24			60	
Preparation of Water and Sewer Relocation Details			2			8	
Opinion of Probable Construction Cost			2			12	
Specifications			4			16	
Water and Sewer and ADH Review			4			4	
Final Review with City			4				
Coordination with Utility Companies			12				
Coordination and Meetings with Owner	4		6			4	
Specifications/Contract Documents			8			4	
Quantities			4			16	
Opinion of Probable Construction Cost			2			6	
QC Review	6		8				
Subtotal - Civil Engineering	17	0	156	6	0	306	50
2. Landscape Architecture							
Landscape/Tree Layout				5			
Detailed Irrigation Plan				3			
Plan Details				2			
Specifications				4			
Opinion of Probable Construction Cost				2			
QC Review				2			
Subtotal - Landscape Architecture	0	0	0	18	0	0	0
3. Structural Engineering							
Retaining Wall Layout/Elevations							
Structural Details							
Structural Specifications							
Subtotal - Structural Engineering	0	0	0	0	0	0	0

Hours	17	0	156	24	0	306	50
Salary Costs	\$4,811.00	\$0.00	\$29,016.00	\$3,816.00	\$0.00	\$34,578.00	\$4,150.00

SUBTOTAL - SALARIES: \$76,371.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$160.00
ADH Review Fee	\$500.00
Postage/Freight/Courier	\$20.00
Travel Costs	\$49.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$729.00

SUBTOTAL: \$77,100.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$77,100.00

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

FINAL DESIGN - ELECTRICAL

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
5. Electrical Engineering							
Address City's Comments			1			2	
General Team Coordination			1			2	
Performance Specification			2	4		8	
Quantities				2		4	
Cost Estimate				1		2	
QC Review			2	2			
Address Review Comments						2	
Sign Documents			1			1	
Subtotal - Electrical Engineering	0	0	7	9	0	21	0

Hours	0	0	7	9	0	21	0
Salary Costs	\$0.00	\$0.00	\$1,302.00	\$1,431.00	\$0.00	\$2,373.00	\$0.00

SUBTOTAL - SALARIES: **\$5,106.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$14.00
ADH Review Fee	\$0.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$14.00**

SUBTOTAL: **\$5,120.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$5,120.00**

APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

PROPERTY ACQUISITION DOCUMENTS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	\$159.00	\$171.00	\$129.00	\$206.00	\$227.00	\$257.00	\$104.00
	hr	hr	hr	hr	hr	hr	hr
1. Acquisition Documents							
Coordination and Administration		6					
Permanent Right-of-Way Acquisition Exhibits		16	32				
Temporary Construction Easement Exhibits		8	14				
Coordination with Owner		2					
Stake Proposed Easement (Maximum 6-Parcels)		4	4	6	10		
Subtotal - Civil Engineering	0	36	50	6	10	0	0

Hours	0	36	50	6	10	0	0
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Salary Costs	\$0.00	\$6,156.00	\$6,450.00	\$1,236.00	\$2,270.00	\$0.00	\$0.00
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SUBTOTAL - SALARIES:	\$16,112.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$278.00
Postage/Freight/Courier	\$0.00
Survey Supplies	\$30.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$30.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$338.00
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SUBTOTAL:	\$16,450.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$16,450.00
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APPENDIX B

CITY OF FAYETTEVILLE PLAINVIEW AVENUE EXTENSION

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$283.00	\$226.00	\$186.00	\$159.00	\$132.00	\$113.00	\$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders - N/A							
Addendums/Inquiries			6				
Bid Opening	1		3				
Prepare bid tabulation			1			2	
Evaluate bids and recommend award			2				
Prepare construction contracts			6				
Subtotal - Civil Engineering	1	0	18	0	0	2	0
2. Structural Engineering							
Addendums/RFIs			2				
Subtotal - Structural Engineering	0	0	2	0	0	0	0
3. Electrical Engineering							
Addendums/RFIs			3				
Subtotal - Electrical Engineering	0	0	3	0	0	0	0

Hours	1	0	23	0	0	2	0
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Salary Costs	\$283.00	\$0.00	\$4,278.00	\$0.00	\$0.00	\$226.00	\$0.00
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SUBTOTAL - SALARIES:	\$4,787.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$30.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$13.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$43.00
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SUBTOTAL:	\$4,830.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$4,830.00
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