

City of Fayetteville Staff Review Form

2020-0394

Legistar File ID

6/2/2020

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

Matt Casey

5/12/2020

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$238,920.00 with Garver, LLC for design of the Archibald Yell Blvd. Improvements Project, authorizing the Mayor to acquire the easements and ROW for the project and approval of a budget adjustment, per RFQ 20-01, selection #5.

Budget Impact:

4602.860.7221-5860.02

2019 - Streets Projects 2019 Bonds

Account Number

Fund

46020.7221.1010

Archibald Yell Blvd. Safety Improvements

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 \$ 238,920.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ -

Remaining Budget \$ 31,285,143.38

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 12, 2020

**SUBJECT:** **Approval of a contract in the amount of \$238,920.00 with Garver, LLC for design of the Archibald Yell Blvd. Improvements Project, authorizing the Mayor to acquire the easements and ROW for the project and approval of a budget adjustment, per RFQ 20-01, selection #5.**

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**RECOMMENDATION:**

Staff recommends approval of a contract in the amount of \$238,920.00 with Garver, LLC. per RFQ 20-01, selection #5 to provide professional services for the design of the Archibald Yell Blvd. Improvements Project, authorizing the Mayor to acquire the easements and ROW for the project and approval of a budget adjustment.

**BACKGROUND:**

Archibald Yell Boulevard severs the historical downtown grid of streets south and east of the downtown square, and the 4-lane high speed route is a barrier to pedestrians who want to move from neighborhoods to the south and east to destinations around on and around the square and entertainment district. This goal of this project is to reduce or eliminate these pedestrian barriers and create a street that is safer for vulnerable users while still providing adequate vehicular levels of service. Improvements will consist primarily of safety improvements to the intersection with College Avenue/Rock Street with pedestrian & lighting improvements, installation of a traffic signal at South Street, and pavement marking adjustments throughout the corridor.

This project was identified as a priority in the Fayetteville Mobility Plan, and a conceptual layout and analysis was completed to test a 3-lane concept.

**DISCUSSION:**

On March 5th, Garver, LLC was selected by committee based on RFQ 20-01, selection #5. 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 **\$238,920.00** for the design of this project. Services to be provided include:

- Intersection design at Rock/College/Archibald Yell Blvd.
- Traffic analysis to confirm the adequate operation of a 3-lane cross section.

- Traffic signal design at South Street.
- Striping design and layout for the entire corridor.

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 first quarter of 2021.

**BUDGET/STAFF IMPACT:**

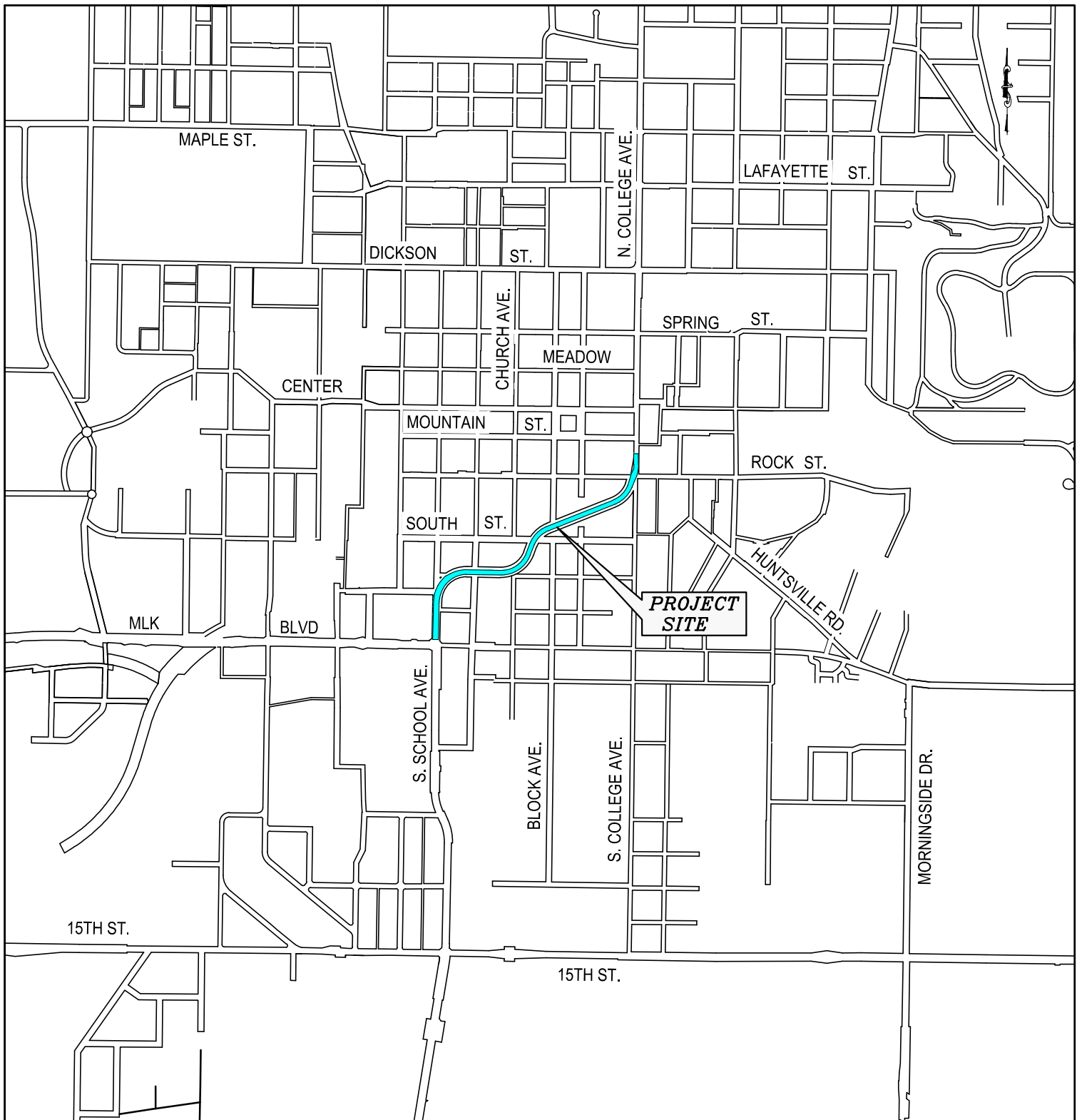
The design for this project will be paid for with the funds from the 2019 Transportation Bond Fund under the 71B Corridor Project.

**Attachments:**

Vicinity Map

Garver, LLC - Engineering Agreement

Budget Adjustment



V I C I N I T Y   M A P

ARCHIBALD YELL BLVD  
IMPROVEMENTS  
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 improvements to the Archibald Yell Boulevard Corridor from Mountain Street to Martin Luther King, Jr. Boulevard. Improvements will consist primarily of realignment of the intersection with College Avenue/Rock Street with pedestrian & lighting improvements, installation of a traffic signal at South Street, and pavement marking adjustments throughout the corridor.

### **2. Surveys**

#### **2.1. Design Surveys**

Garver will provide field survey data for designing the project, and this survey will be 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 be subcontract with Terracon, Inc. to obtain geotechnical data necessary for the design of this project. The scope of services provided by Terracon, Inc. includes:

- A. Four (4) borings to 5-ft in depth or auger refusal for roadway sections on new alignment.
- B. Four (4) borings to 10-ft in depth or auger refusal for potential retaining walls near the intersection improvements.
- 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 both preliminary and final plans to the following agencies: ADEQ and 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**

Environmental Services are excluded from the scope of services with the exception of the submittal of the small site SWPPP.

## **6. Traffic Analysis**

### **6.1. Determine Future Growth Rates**

Using historic 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 along Archibald Yell Boulevard (Hwy 71B).

### **6.2. Existing Traffic Volumes Analyses**

Garver will utilize intersection existing 2017 turning movement counts at the intersections of Archibald Yell Boulevard (Hwy 71B) at South Street and Archibald Yell Boulevard (Hwy 71B) at Rock Street/College Avenue. Using the growth rates, these volumes will be projected to 2020.

Garver will utilize *Synchro/SimTraffic* software to evaluate the existing geometry at the intersections of Archibald Yell Boulevard (Hwy 71B) at South Street and at Rock Street/College Avenue 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 proposed intersection improvements.

Using 2020 the volumes, Garver will also analyze the proposed intersection improvements along the Archibald Yell Boulevard (Hwy 71B) corridor. The intersection of Archibald Yell Boulevard (Hwy 71B) at South Street will be analyzed as a signal-controlled intersection. The intersection of Archibald Yell Boulevard (Hwy 71B) at Rock Street/College Avenue will be analyzed as unsignalized with proposed geometric improvements.

Evaluation of the Archibald Yell Boulevard (Hwy 71B) corridor will be performed to verify the geometric improvements along Archibald Yell Boulevard (Hwy 71B) corridor will not result in unacceptable conditions.

### **6.3. Future Traffic Volumes Analyses**

Using the determined growth rates, Garver will develop future volumes that represent twenty (20) years of growth. Garver will evaluate the existing geometry at the intersections of Archibald Yell Boulevard (Hwy 71B) at South Street and at Rock Street/College Avenue during both AM and PM peak hours to develop a future base condition for comparison with proposed intersection improvements.

Using future traffic volumes, Garver will evaluate the intersections of Archibald Yell Boulevard (Hwy 71B) at South Street as a signal-controlled intersection and the intersection of Archibald Yell Boulevard (Hwy 71B) at Rock Street/College Avenue will be analyzed as unsignalized with proposed geometric



improvements during AM and PM peak hours.

Garver will also evaluate the corridor with future volumes under existing 4-lane geometry and proposed 3-lane geometry.

#### **6.4. Report**

Garver will develop a memo summarizing the findings of the existing conditions and the future conditions, describing the impacts of the road diet and the intersection improvements at Archibald Yell Boulevard (Hwy 71B) at South Street and at Rock Street/College Avenue. A summary of the corridor Level of Service will also be included. Garver will submit one electronic copy of the report along with appendices that include detailed outputs from Synchro and SimTraffic.

### **7. Conceptual Design**

The conceptual design phase submittal will include College Avenue/Rock Street Intersection layout sheets, new alignment profiles, water and sewer relocation plans (excluding profiles), pavement marking sheets, traffic signal layout sheet, 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.

### **8. Lighting Design**

Garver will begin Lighting Design upon obtaining written approval of the Conceptual Layout from the Owner. The Lighting Design phase will cover both Preliminary and Final design phases. The preliminary submittal will include lighting plans, quantities, and an 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, which then will include any necessary non-Owner standard specifications. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

The lighting scope will include necessary coordination for extending the existing lighting system along College Avenue through the project intersection. The Owner will specify the light fixture to use and the desired spacing. Garver will not select the fixtures, and no lighting study will be performed. Garver will coordinate for new utility service with the electric utility to facilitate powering the new lighting or tie into the existing circuit, as electrical calculations allow. The Owner will provide as-built drawings for the existing lighting system and calculations from that system. Garver will not ensure new lighting meets IESNA recommendations. Lighting outside of the the project extents will not be provided.

### **9. Preliminary Design**

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include College Avenue/ Rock Street Intersection Layout Sheets & profile sheets, Driveway Plan & profiles, Maintenance of Traffic Plans, signalization sheets and details, water and sewer relocation plan and profiles, Pavement Marking Sheets, and an 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.

## **10. Final Design**

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design including water and sewer relocations. 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 make final field inspection with Owner, make any needed plan changes as a result of the final field inspection 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.

## **11. 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 a key map showing all affected properties and an individual tract map 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 eight (8). Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

## **12. Bidding Services**

During the bidding phase of the project, Garver will:

- A. Prepare an Advertisement for Bids for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- B. Dispense construction contract documents to prospective bidders in a digital format.
- C. Support the contract documents by preparing addenda as appropriate.
- D. Attend the bid opening.
- E. Prepare bid tabulation.
- F. Evaluate bids and recommend award.
- G. Prepare construction contracts.

## **13. Construction Phase Services**

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

## **14. Project Deliverables**

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

- A. One digital copy of the Traffic Report memo.
- B. One digital copy of the Geotechnical Report.
- C. Two (2) copies of the Conceptual Design with opinion of probable construction cost.
- D. Two (2) copies of the Preliminary Design with opinion of probable construction cost.
- E. One digital copy of the Preliminary Plans to each potentially affected utility company.
- F. Two (2) copies of the Final Design with opinion of probable construction cost.
- G. Three (3) copies of the revised Final Design with opinion of probable construction cost.
- H. One digital copy of the revised Final Plans to each potentially affected utility company.
- I. Three (3) copies of the Final Plans and Specifications to the Contractor.

- J. Two (2) copies of the right-of-way and/or easement acquisition documents.
- K. Electronic files as requested.

## 15. Extra Work

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

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Pavement Design beyond that furnished in the Geotechnical Report.
- D. Design of any utilities relocation other than water and sewer, and water and sewer improvements beyond what is required to accommodate roadway improvements and comply with minimum design standards.
- E. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- F. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- G. ARDOT permitting.
- H. Irrigation System design.
- I. Intersection turn movement counts at the study intersections or other intersection not included in the study.
- J. 24-hour classification counts along Hwy 71B.
- K. Analysis of intersections not described above.
- L. Construction Phase Services

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

## 16. 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 the Traffic Study
Geotechnical Engineering	30 days from approval of the Conceptual Design
Preliminary Design	60 days from approval of Conceptual Design
Final Design	45 days from approval of Preliminary Design
Property Acquisition Documents	45 days from approval of Preliminary Design
Bidding Services	30 days from City Authorization



**APPENDIX B**

**ARCHIBALD YELL BOULEVARD IMPROVEMENTS**  
**Garver Hourly Rate Schedule: July 2019 - June 2020**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
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
<b>Planners / Environmental Specialist</b>	
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
<b>Designers</b>	
D-1.....	\$ 101.00
D-2.....	\$ 118.00
D-3.....	\$ 141.00
D-4.....	\$ 164.00
<b>Technicians</b>	
T-1.....	\$ 79.00
T-2.....	\$ 100.00
T-3.....	\$ 122.00
<b>Surveyors</b>	
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
<b>Construction Observation</b>	
C-1.....	\$ 96.00
C-2.....	\$ 123.00
C-3.....	\$ 150.00
C-4.....	\$ 185.00
<b>Management/Administration</b>	
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 ARCHIBALD YELL BLVD IMPROVEMENTS

#### FEE SUMMARY

<b>Title I Services</b>	<b>Estimated Fees</b>
<i>Geotechnical Services (Terracon)</i>	\$6,200.00
<i>Record Research</i>	\$3,000.00
<i>Utility Marking</i>	\$400.00
Traffic Studies	\$19,050.00
Signalization Design	\$20,150.00
Surveys	\$31,250.00
Conceptual Design	\$36,900.00
Preliminary Design	\$43,400.00
Preliminary Design - Electrical	\$9,000.00
Final Design	\$48,050.00
Final Design - Electrical	\$5,120.00
Property Acquisition Documents	\$12,700.00
Bidding Services	\$3,700.00
<b>Subtotal for Title I Services</b>	<b>\$238,920.00</b>
<b>Title II Services</b>	
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$0.00
<b>Subtotal for Title II Services</b>	<b>\$0.00</b>

## APPENDIX B

### CITY OF FAYETTEVILLE ARCHIBALD YELL BLVD IMPROVEMENTS 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
<b>1. Traffic Analysis</b>							
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		
Analyze Corridor (4-Lanes & 3-Lanes)		1			8		
Future Traffic Volumes Analyses							
Develop Future Volumes (AM, PM, ADT)		1			4		
Analyze Existing Condition (AM and PM)		1			12		
Analyze Proposed Condition (AM and PM)		1			12		
Analyze Corridor (4-Lanes & 3-Lanes)		1			8		
Summary Report		16			4		
Coordination with MPO		4					
QC Review	8	2					
<b>Subtotal - Traffic Analysis</b>	<b>8</b>	<b>31</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>8</b>	<b>31</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>0</b>
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<b>Salary Costs</b>	\$2,176	\$6,727	\$0	\$0	\$10,080	\$0	\$0
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<b>SUBTOTAL - SALARIES:</b>	<b>\$18,983.00</b>
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#### **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$67.00
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Postage/Freight/Courier	\$0.00
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Travel Costs	\$0.00
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<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$67.00</b>
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<b>SUBTOTAL:</b>	<b>\$19,050.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$19,050.00</b>
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## APPENDIX B

### CITY OF FAYETTEVILLE ARCHIBALD YELL BLVD IMPROVEMENTS

#### SIGNALIZATION 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
<b>1. Preliminary Design</b>							
Signalization Plan at South Street							
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 South Street			2		16	2	
QA/QC	8						
<b>Subtotal - Preliminary Design</b>	<b>8</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>57</b>	<b>20</b>	<b>6</b>
<b>2. Final Design</b>							
Signalization Plan at South Street							
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 South Street			1		6	1	
Technical Specifications			2		1		
QA/QC	4						
<b>Subtotal - Final Design</b>	<b>4</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>18</b>	<b>13</b>	<b>6</b>

<b>Hours</b>	<b>12</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>75</b>	<b>33</b>	<b>12</b>
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<b>Salary Costs</b>	\$3,264.00	\$0.00	\$2,848.00	\$0.00	\$9,450.00	\$3,564.00	\$948.00
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<b>SUBTOTAL - SALARIES:</b>	<b>\$20,074.00</b>
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#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$76.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$76.00</b>
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<b>SUBTOTAL:</b>	<b>\$20,150.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$20,150.00</b>
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## APPENDIX B

### CITY OF FAYETTEVILLE ARCHIBALD YELL BLVD IMPROVEMENTS

#### 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
<b>1. Surveys - Topographic</b>							
Coordination and Administration	4	6					
Establish Horizontal and Vertical Control		2	2	6	4		
Locate Utilities		2	4	4	8		
Topographic Surveys		8	2	8	20		
Data Processing/DTM Preparation		4	20				4
<b>Subtotal - Surveying</b>	<b>4</b>	<b>22</b>	<b>28</b>	<b>18</b>	<b>32</b>	<b>0</b>	<b>4</b>
<b>2. Surveys - Property</b>							
Coordination and Administration	4	8					
Record Research		2	8				
Field Research		2	2	6			
Field Work		1	2	8	6		
Property Easement/Right of way Delineation		10	20				
<b>Subtotal - Surveying</b>	<b>4</b>	<b>23</b>	<b>32</b>	<b>14</b>	<b>6</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>8</b>	<b>45</b>	<b>60</b>	<b>32</b>	<b>38</b>	<b>0</b>	<b>4</b>
<b>Salary Costs</b>	\$1,216.00	\$7,380.00	\$7,440.00	\$6,336.00	\$8,284.00	\$0.00	\$400.00

**SUBTOTAL - SALARIES: \$31,056.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$40.00
Postage/Freight/Courier	\$0.00
Survey Supplies	\$24.00
Travel Costs	\$130.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$194.00**

**SUBTOTAL: \$31,250.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$31,250.00**



## APPENDIX B

### CITY OF FAYETTEVILLE ARCHIBALD YELL BLVD IMPROVEMENTS

#### 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
<b>1. Civil Engineering</b>							
Typical Sections			3			6	2
Intersection Layout & Profile Sheets	6		24			50	16
Drainage Improvements			4			16	4
Sidewalks			2			6	4
Pavement Marking Plans	2		8			12	4
Water & Sewer Relocations							
Record Drawing and Survey Review and Field Investigation			2			8	
Preparation of Water and Sewer Relocation Plans (excluding profiles)			12			30	
Opinion of Probable Construction Cost			2			6	
Utility Coordination			6				
Meetings/Coordination with City	4		6				
Opinion of Probable Construction Cost			4			8	
QC Review	4		4				
<b>Subtotal - Civil Engineering</b>	<b>16</b>	<b>0</b>	<b>77</b>	<b>0</b>	<b>0</b>	<b>142</b>	<b>30</b>
<b>2. Structural Engineering</b>							
Retaining Wall Layout			2			6	
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>
<b>Hours</b>	<b>16</b>	<b>0</b>	<b>79</b>	<b>0</b>	<b>0</b>	<b>148</b>	<b>30</b>
<b>Salary Costs</b>	<b>\$4,352.00</b>	<b>\$0.00</b>	<b>\$14,062.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,984.00</b>	<b>\$2,370.00</b>

**SUBTOTAL - SALARIES: \$36,768.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$90.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$42.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$132.00**

**SUBTOTAL: \$36,900.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$36,900.00**

## APPENDIX B

### CITY OF FAYETTEVILLE ARCHIBALD YELL BLVD IMPROVEMENTS

#### 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
<b>1. Civil Engineering</b>							
Preliminary Plans							
Typical Sections			1			2	
Intersection Layout & Profile Sheets	4		24			40	10
Cross Sections			4			6	
Driveways			4			8	4
Drainage Improvements			6			16	
Sidewalks			6			8	4
Tree Planting Layout and Details				8			4
Pavement Marking Plans			3			8	4
Signing Plans			1			3	2
Water & Sewer Relocations							
Preparation of Water and Sewer Relocation Plan and Profiles			12			36	
Preparation of Water and Sewer Relocation Details			2			8	
Opinion of Probable Construction Cost			2			8	
Coordination with Utility Companies			8				
Coordination and Meetings with Owner	4		6				
Opinion of Probable Construction Cost			4			8	
QC Review	6		8				
<b>Subtotal - Civil Engineering</b>	<b>14</b>	<b>0</b>	<b>91</b>	<b>8</b>	<b>0</b>	<b>151</b>	<b>28</b>
<b>2. Structural Engineering</b>							
Retaining Wall Layout			4			8	2
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>2</b>

<b>Hours</b>	<b>14</b>	<b>0</b>	<b>95</b>	<b>8</b>	<b>0</b>	<b>159</b>	<b>30</b>
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<b>Salary Costs</b>	\$3,962.00	\$0.00	\$17,670.00	\$1,272.00	\$0.00	\$17,967.00	\$2,490.00
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**SUBTOTAL - SALARIES:** **\$43,361.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$26.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$13.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$39.00**

**SUBTOTAL:** **\$43,400.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$43,400.00**

## APPENDIX B

### CITY OF FAYETTEVILLE ARCHIBALD YELL BLVD IMPROVEMENTS

#### 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
<b>1. Electrical Engineering</b>							
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	
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>16</b>	<b>0</b>	<b>34</b>	<b>0</b>
<b>Hours</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>16</b>	<b>0</b>	<b>34</b>	<b>0</b>
<b>Salary Costs</b>	\$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 ARCHIBALD YELL BLVD IMPROVEMENTS

#### 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
<b>1. Civil Engineering</b>							
Final Plans							
Typical Sections			1			2	
Intersection & Profile Sheets	4		12			30	
Cross Sections			2			4	
Maintenance of Traffic Plan	1		4			8	2
Driveways			2			4	2
Drainage Improvements			2			8	
Sidewalks			2			4	2
Tree Planting Plan & Details				8			4
Striping Plans			2			4	
Signing Plans						2	
Typical Details			1			4	
Erosion Control Plans			1			6	2
Water & Sewer Relocations							
Preparation of Water and Sewer Relocation Plan and Profiles			12			36	
Preparation of Water and Sewer Relocation Details			2			8	
Opinion of Probable Construction Cost			2			8	
Specifications			4			10	
Water and Sewer and ADH Review			4			4	
Final Review with City			4				
Coordination with Utility Companies			10				
Coordination and Meetings with Owner	4		6				
SWPPP/Coordination with ADEQ					6		
Specifications/Contract Documents			8				
Quantities			4			8	
Opinion of Probable Construction Cost			2			4	
QC Review	4		8				
<b>Subtotal - Civil Engineering</b>	<b>13</b>	<b>0</b>	<b>95</b>	<b>8</b>	<b>6</b>	<b>154</b>	<b>12</b>
<b>2. Structural Engineering</b>							
Retaining Wall Layout/Elevations			6		16		
Structural Details			4		4		
Structural Specifications			6				
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>13</b>	<b>0</b>	<b>111</b>	<b>8</b>	<b>26</b>	<b>154</b>	<b>12</b>
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<b>Salary Costs</b>	\$3,679.00	\$0.00	\$20,646.00	\$1,272.00	\$3,432.00	\$17,402.00	\$996.00
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**SUBTOTAL - SALARIES: \$47,427.00**

#### **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$90.00
ADH Review Fee	\$500.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$33.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$623.00**

**TOTAL FEE: \$48,050.00**

## APPENDIX B

### CITY OF FAYETTEVILLE ARCHIBALD YELL BLVD IMPROVEMENTS

#### 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
<b>1. Electrical Engineering</b>							
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	
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>9</b>	<b>0</b>	<b>21</b>	<b>0</b>

<b>Hours</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>9</b>	<b>0</b>	<b>21</b>	<b>0</b>
<b>Salary Costs</b>	\$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
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 ARCHIBALD YELL BLVD IMPROVEMENTS

#### PROPERTY ACQUISITION DOCUMENTS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	T-2
	\$159.00	\$171.00	\$129.00	\$206.00	\$227.00	\$278.00	\$104.00
	hr	hr	hr	hr	hr	hr	hr
<b>1. Acquisition Documents</b>							
Coordination and Administration	4	4					
Permanent Right-of-Way Acquisition Documents		12	30				
Temporary Construction Easements		4	6				
Coordination with Owner	4	2					
Stake Proposed Easement (Maximum 4-Parcels)		2	2	4	6		
<b>Subtotal - Civil Engineering</b>	<b>8</b>	<b>24</b>	<b>38</b>	<b>4</b>	<b>6</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>8</b>	<b>24</b>	<b>38</b>	<b>4</b>	<b>6</b>	<b>0</b>	<b>0</b>
<b>Salary Costs</b>	\$1,272.00	\$4,104.00	\$4,902.00	\$824.00	\$1,362.00	\$0.00	\$0.00

**SUBTOTAL - SALARIES:** **\$12,464.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$0.00
Survey Supplies	\$20.00
Travel Costs	\$16.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$236.00**

**SUBTOTAL:** **\$12,700.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$12,700.00**

## APPENDIX B

### CITY OF FAYETTEVILLE ARCHIBALD YELL BLVD IMPROVEMENTS

#### 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
<b>1. Civil Engineering</b>							
Dispense plans and specs - N/A							
Addendums/Inquiries			4				
Bid Opening			3				
Prepare bid tabulation			1			2	
Evaluate bids and recommend award			2				
Prepare construction contracts			3				
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b>2. Structural Engineering</b>							
Addendums/RFIs			3				
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. Electrical Engineering</b>							
Addendums/RFIs			2				
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Hours	0	0	18	0	0	2	0
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Salary Costs	\$0.00	\$0.00	\$3,348.00	\$0.00	\$0.00	\$226.00	\$0.00
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<b>SUBTOTAL - SALARIES:</b>	<b>\$3,574.00</b>
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#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$106.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$20.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$126.00</b>
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<b>SUBTOTAL:</b>	<b>\$3,700.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$3,700.00</b>
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To: Mayor Lioneld Jordan and Fayetteville City Council – May 27, 2020

From: Jerry B. Hogan  
1984 N. East Oaks Dr. #2  
Fayetteville, AR 72703  
479-521-5314

Topic: Repurposing Archibald Yell Boulevard

Summary: Citizen's Position Statement on and Brief History of topic

Please see the following files inserted below:

Archibald Yell Boulevard Improvements – Position Statement

Archibald Yell Boulevard – short history

Archibald Yell Boulevard History (list of newspaper articles from the *Northwest Arkansas Times*)



## Archibald Yell Boulevard Improvements – Position Statement – J. B. Hogan

I have no objection to making Archibald Yell Boulevard safer for what few pedestrians will walk up the very steep hills from the western edge of South Fayetteville to reach the Square. I also believe the complex intersection at Rock/College/and AY Blvd. needs redesigning or at least traffic lights installed. Here are my specific comments about the proposed changes to AY Blvd.

1 – Archibald Yell Boulevard was constructed in the early 1950s to provide a way for commercial truck traffic to bypass the narrow, congested streets through and around the Square. It was not built to cut off pedestrian traffic. It continues to be the fastest, most efficient way to get through the downtown area to S. School and the roads beyond.

2 – I would like to see actual numbers of pedestrians using or requesting the use of the streets leading out of the western edge of South Fayetteville. Growing up here in the 1950s and coming back in later life, I see very few people trying to walk up those steep hills.

3 – I have recommended before that I believe all that needs to be done, besides fixing the Rock/College/AY Blvd. intersection, is the installation of pedestrian lights and markings at South Street and AY Blvd. and at S. School Avenue and AY Blvd. I believe this would resolve most of the issues about pedestrian traffic and safety.

4 – I believe AY Blvd. should be otherwise left alone as it is, as mentioned before, the best and fastest way to get through that part of town.

## Archibald Yell Boulevard – short history – J. B. Hogan

1929-1930 – U. S. Highway 71 paved

Truck route through town: South on College Avenue to E. Center Street, across the Square and down to S. School Avenue to continue Highway 71 South

1947-1951 – talks about creating a viaduct/overpass/bypass through town

April 1948 – front steps at old Washington County Courthouse (and old County Jail) cut off and made parallel to College Avenue

1951-1952 – bypass approved and worked on

Summer 1952 – bypass is completed and open

1952 – Walter J. Lemke proposes bypass name: Archibald Yell Drive; named Archibald Yell Boulevard

April 1955 – Archibald Yell Memorial plaque placed in front of old Washington County Courthouse

Archibald Yell Boulevard History – from the *Northwest Arkansas Times* – J. B. Hogan

2/14/1950 – Rerouting of 71 subject of council action

1/24/1951 – Council will purchase property for Route 71

4/11/1951 – Way cleared to build Highway 71

4/17/1951 – City opens proceedings to obtain right of way

5/15/1951 – Property owners and city agree on land price

4/8/1952 – Street closings on Highway 71 route protested

5/6/1952 – No lights on new bypass

6/11/1952 – p. 4 – editorial – Washington County Historical Society, through its president, Walter J. Lemke, proposes calling the new bypass Archibald Yell Drive

8/19/1952 – Some changes in names of streets made, including the 71 bypass, which is now officially named Archibald Yell Boulevard

3/2/1955 – Masons to put memorial to Yell by courthouse by April

4/25/1955 – Yell memorial unveiled

4/30/1955 – Special edition: “Fayetteville on the Grow” – Archibald Yell Bypass completed back on June 13, 1952

## CityClerk

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**From:** Johann Komander <johann.komander@gmail.com>  
**Sent:** Wednesday, May 27, 2020 6:58 PM  
**To:** CityClerk  
**Subject:** Input for Archibald Yell discussion

**Categories:** Forwarded

**CAUTION:** This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello! Please see below input for this conversation to be distributed to Mayor , City Council, and Staff. Thanks!

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I also support this redesign as it will provide safe and desperately needed pedestrian connections for south fayetteville residents to downtown, reduce to 1 lane each way and mitigate the 'racetrack' layout which encourages speeding, and help provide a more naturally interwoven urban layout, which will promote needed infill housing and other amenities. Right now the south side is very much cut off, especially for anyone unable to walk up that steep hill at the Rock st intersection. If possible I would love to see a landscaped median down the middle, somewhat like the section of college up before Lafayette st. This stretch has the potential to be a beautiful 'Boulevard into the City of Fayetteville'. Optimizing this stretch of urban design for cars and traffic is very nearsighted. This stretch in particular holds so much more long term value for the city and citizens alike as a fully integrated thoroughfare through which all different types of modalities can coexist. To not see this incredible potential is to miss the forest for the trees. Let's be thinking 5, 10 , 20 years forward here. AVs and increased pedestrian activity in downtown together will be dramatically changing conversations about 'traffic' in as little as 5.