

**City Council Agenda Items  
and  
Contracts, Leases or Agreements**

7-Aug-12

City Council Meeting Date  
Agenda Items Only

Shannon Jones  
Submitted By

Utilities Capital Projects  
Division

Utilities  
Department

**Action Required:**

Approval of Engineering contract with McClelland Consulting Engineers in the amount of \$131,328 plus a \$20,000 contingency, for design services for the Hwy. 16 Water and Sewer Relocation project at the West Fork of the White River.

\$ 151,328	\$ 956,636	Waterline - Huntsville (265 - Van Hoose)
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5600.5314.00	\$ -	Water & Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
11012.1201	\$ 956,636	Water & Sewer
Project Number	Remaining Balance	Fund Name

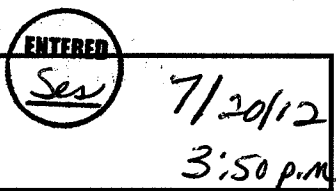
Budgeted Item

Budget Adjustment Attached

[Signature] 20 July 12 Previous Ordinance or Resolution # \_\_\_\_\_  
Department Director Date

[Signature] 7-23-12 Original Contract Date: \_\_\_\_\_  
City Attorney Date Original Contract Number: \_\_\_\_\_

Paul A. Beale 7-23-2012  
Finance and Internal Services Director Date

Received in City Clerk's Office  


[Signature] 7-23-12  
Chief of Staff Date

Received in Mayor's Office  


[Signature] 7/24/12  
Mayor Date

Comments:

To: Fayetteville City Council

Thru: David Jurgens, Utilities Director  
Mayor Lionel Jordan  
Don Marr, Chief of Staff

From: Shannon Jones, Utilities Engineer  
Fayetteville Water and Sewer Committee

Date: July 20, 2012

Subject: Engineering contract with McClelland Consulting Engineers in the amount of \$131,328 plus a \$20,000 contingency, for design services for the Hwy. 16 Water and Sewer Relocation project.

## **RECOMMENDATION**

Staff recommends approval of an engineering contract with McClelland Consulting Engineers in the amount of \$131,328 plus a \$20,000 contingency, for design services for the Hwy. 16 Water and Sewer Relocation project at the West Fork of the White River.

## **BACKGROUND**

The project consists of relocating water and sewer lines as a result of the Arkansas State Highway and Transportation Department (AHTD) replacement and widening of the bridge across the West Fork of the White River along Highway 16. Existing utilities located within the planned new AHTD right-of-way must be relocated outside of the new right-of-way in accordance with the AHTD's utility accommodation policy. The 12-inch water line that serves portions of eastern Fayetteville and the City of Elkins is currently attached to the existing bridge. The proposed design will relocate the 12-inch water line to the north to allow for construction of the new bridge.

## **DISCUSSION**

A selection committee met on June 26, 2012 to select an engineer for the project. Alderman Ferrell was present. The committee selected McClelland Consulting Engineers, Inc. City staff subsequently negotiated a contract with McClelland Consulting Engineers, Inc. The scope of work for this project consists primarily of:

- Field surveys to confirm rights-of-ways and utility locations
- Project cost estimating
- Right-of-way requirement identification and easement document development
- Final engineering design
- Stormwater pollution prevention plan
- Construction stakeout

This contract does not include construction phase services. We plan on using in-house staff for construction management and observation.

## **BUDGET IMPACT**

Funds are available in the project budget.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING AN ENGINEERING CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS IN THE AMOUNT OF \$131,328.00, PLUS A \$20,000.00 PROJECT CONTINGENCY, FOR DESIGN SERVICES FOR THE STATE HIGHWAY 16 WATER AND SEWER RELOCATION PROJECT AT THE WEST FORK OF THE WHITE RIVER

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an engineering contract with McClelland Consulting Engineers in the amount of \$131,328.00, a copy of which is attached as Exhibit "A", plus a \$20,000.00 project contingency, for design services for the State Highway 16 Water and Sewer Relocation Project at the West Fork of the White River.

**PASSED and APPROVED** this 7<sup>th</sup> day of August, 2012.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

AGREEMENT  
For  
PROFESSIONAL ENGINEERING SERVICES  
Between  
CITY OF FAYETTEVILLE, ARKANSAS  
And  
MCCLELLAND CONSULTING ENGINEERS, INC.

THIS AGREEMENT is made as of \_\_\_\_\_, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McClelland Consulting Engineers, Inc. with offices located in Fayetteville, AR (hereinafter called MCE).

CITY OF FAYETTEVILLE requires professional engineering services in connection with the field surveys, design and easement preparation services for water and sewer system improvements along Arkansas Highway 16 in the vicinity of the West Fork River Bridge , as further defined by AHTD Job 040569, in order to facilitate the widening of said Highway 16 bridge by the Arkansas Highway and Transportation Department, and as further described in Appendix A. Therefore, CITY OF FAYETTEVILLE and MCE in consideration of their mutual covenants agree as follows:

MCE 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 MCE'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. If Construction Phase Services are to be provided by MCE under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

**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 MCE. Assignments may include services described hereafter as Basic Services or as Additional Services of MCE.



- 1.2 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 MCE**

- 2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil, structural, and surveying services.
- 2.1.1.1 The Scope of Services to be furnished by MCE during the Preliminary and Final Design Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement. Preliminary and Final Design Phase Services shall include Design Surveys and Bidding Phase Services.
- 2.1.1.2 The Scope of Services to be furnished by MCE for property mapping, easement mapping and easement preparation is included in Section 2.3 hereafter and in Appendix A attached hereto and made a part of this Agreement.
- 2.1.1.3 The Scope of Services to be furnished by MCE for Storm Water Pollution Prevention Plan Services is included in Section 2.4 hereafter and in Appendix A attached hereto and made a part of this Agreement.
- 2.1.1.4 The Scope of Services to be furnished by MCE for Construction Staking is included in Section 2.5 hereafter and in Appendix A attached hereto and made a part of this Agreement.
- 2.1.1.5 The Scope of Services to be furnished by MCE during other aspects of the Construction Phase, if desired by the CITY OF FAYETTEVILLE, will be negotiated in full and added by an amendment to this Agreement.
- 2.1.2 Execution of this agreement will authorize the Engineer to proceed with the services as described herein.

- 2.2 Design Services
- 2.2.1 MCE will perform engineering and related services in order to prepare Preliminary Drawings, and Final Drawings, and to assist the CITY OF FAYETTEVILLE with Project Specifications, Bidding assistance, AHTD Coordination, and related services as described in Appendix A.
- 2.2.1.1. Text documents shall be provided to CITY OF FAYETTEVILLE in Microsoft® Word version 2007 or later software. Contract drawings shall be prepared using standard borders, sheet sizes, title blocks and CADD standards provided by CITY OF FAYETTEVILLE. MCE may use its normal software for the preparation of drawings but the final product shall be provided to CITY OF FAYETTEVILLE in Autodesk AutoCAD version 2012 or later.
- 2.2.1.2. Develop and include in Appendix A of this Agreement for approval by CITY OF FAYETTEVILLE, a project design schedule in which MCE shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by MCE in the completion of this design. This Schedule shall include reasonable allowances for review and approval times required by CITY OF FAYETTEVILLE, performance of services by CITY OF FAYETTEVILLE's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This Schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by CITY OF FAYETTEVILLE, or for delays or other causes beyond MCE's reasonable control. The progress design schedule shall consist of a tabular list of milestones for each phase of services.
- 2.2.1.3. When requested by the CITY OF FAYETTEVILLE's Utility Engineer, prepare for and attend Water and Sewer Committee meetings and a City Council meeting to provide support for the project.

- 2.2.2. Provide through contract amendments services or data such as geotechnical investigations, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment as necessary for authorized Project services including appropriate professional interpretations of all the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; noting zoning and deed restrictions.
- 2.2.2.1. Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided and the value of the subcontract agreement.
- 2.2.2.2. Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the Submittal Schedule and the CITY OF FAYETTEVILLE and require all MCE subconsultants to be bound by the Submittal Schedule.
- 2.2.3. Design shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, at completion of preliminary (30% complete) and final (90% complete) plans. Interim reviews may be performed at the request of MCE or the CITY OF FAYETTEVILLE in order to facilitate completion of the project.
- 2.2.3.1. Final Design shall be reviewed by the CITY OF FAYETTEVILLE, the Arkansas Highway and Transportation Department and the Arkansas Department of Health. Design documents shall be modified/updated by MCE as necessary for approval by all parties. River crossing plans shall be submitted to the Corps of Engineers for their approval.
- 2.2.3.2. MCE shall assist the CITY OF FAYETTEVILLE in the process of advertising the project for bids, receiving bids, and preparing a Bid Tabulation.

2.2.3.3. MCE shall assist the CITY OF FAYETTEVILLE concerning coordination with the Arkansas Highway and Transportation Department, attendance of AHTD coordination meetings and preparation of draft documents required by AHTD related to the project design. AHTD reimbursement is not anticipated and documentation of facilities to justify reimbursement percentage calculations is not included.

### 2.3 Property Mapping and Easement Services

2.3.1. MCE will perform property mapping, easement mapping and easement preparation services as described in Appendix A.

2.3.1.1. MCE shall rely on AHTD property maps and right-of-way maps concerning AHTD's right-of-way acquisition. MCE shall rely on CITY OF FAYETTEVILLE atlas maps and easement acquisition personnel for information on existing easements. Based on these data MCE shall prepare property maps and easement maps, determine the extent of required new easements, verify the current ownership of property where new easement are required, and prepare required easement documents in accordance with CITY OF FAYETTEVILLE easement criteria. MCE shall revise easements where AHTD right-of-way limits change or where the requirements by the CITY OF FAYETTEVILLE are revised, at the expense of the CITY OF FAYETTEVILLE. Any errors detected in easement documents prepared by MCE shall be revised by MCE at MCE's expense.

### 2.4 Storm Water Pollution Prevention Plan Phase

2.4.1 MCE shall complete a Storm Water Pollution Prevention Plan based on the final system design and in accordance with applicable ADEQ criteria for approval by the CITY OF FAYETTEVILLE and implementation by the construction contractor.



2.5 Construction Phase

2.5.1. MCE will perform Construction Staking during the Construction Phase. Construction Staking shall be completed under the direct supervision of a Registered Land Surveyor, and shall establish the pipeline alignment and grade as required by the Final Drawings, and as further described in Appendix A.

2.5.2. The scope of other Construction Phase Services will be described in detail in a future amendment to this Agreement, if the CITY OF FAYETTEVILLE chooses to have MCE provide other Construction Phase Services.

**SECTION 3 - ADDITIONAL SERVICES OF MCE**

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by MCE, MCE shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Financial Consultation

Consult with CITY OF FAYETTEVILLE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.2 Administrative Assistance

Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.3 Furnishing renderings or models of the Project for CITY OF FAYETTEVILLE's use.

3.1.4 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by CITY OF FAYETTEVILLE.

3.1.5 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.6 Extra Services

3.1.6.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE.

3.2 Contingent Additional Services

3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond MCE's control, MCE shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to MCE. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, MCE shall have no obligation to provide those services.

3.2.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.2.2.1 Required because of inconsistent approvals or instructions previously given by CITY OF FAYETTEVILLE, including revisions made necessary by adjustments in CITY OF FAYETTEVILLE's program or Project Budget.

- 3.2.2.2 Required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

**SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE**

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of MCE:

- 4.1 Provide AHTD's plans for MCE's use.
- 4.2 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 4.3 Assist MCE by placing at MCE's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.4 Guarantee access to and make all provisions for MCE to enter upon public and private property as required for MCE to perform its services under this Agreement.
- 4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by MCE and render in writing decisions pertaining thereto.
- 4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.7 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person 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.
- 4.8 Give prompt written notice to MCE whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.

- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.
- 4.10 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements.
- 4.11 Furnish, or direct MCE to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.12 If CITY OF FAYETTEVILLE's standard bidding requirements, Agreement forms and General Conditions are to be used, CITY OF FAYETTEVILLE shall provide copies of such documents for MCE's use in coordinating the Contract Drawings and Specifications.
- 4.13 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to MCE in a timely manner.

**SECTION 5 - PERIOD OF SERVICE**

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 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. MCE 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.

## **SECTION 6 - PAYMENTS TO MCE**

### **6.1 Compensation**

For the Scope of Services described herein, CITY OF FAYETTEVILLE shall pay MCE an amount Not to Exceed the sum amount of \$131,328 United States Dollars (US \$131,328) in accordance with the provisions described in the following paragraphs. The profit included in this Not to Exceed amount shall be \$14,070.00.

#### **6.1.1 Design Surveys, Preliminary and Final Design and Bidding Services**

For design surveys, preliminary design, final design and bidding services to be performed by MCE, CITY OF FAYETTEVILLE shall pay MCE for time spent on the project at the rates shown in attached Appendix B-1 for each classification of MCE personnel, and for reimbursable expenses. The rates shown in Appendix B-1 will be increased annually with the first increase effective on or about October 1, 2012.

#### **6.1.2 Property Surveys and Property Acquisition Documents**

For Property Surveys, Property and Easement Mapping, and Property Acquisition Documents, CITY OF FAYETTEVILLE shall pay MCE for time spent on the project at the rates shown in attached Appendix B-2 for each classification of MCE personnel, and for reimbursable expenses. The rates shown in Appendix B-2 will be increased annually with the first increase effective on or about October 1, 2012.

#### **6.1.3 Storm Water Pollution Prevention Plan**

For Storm Water Pollution Prevention Plan services, CITY OF FAYETTEVILLE shall pay MCE for time spent on the project at the rates shown in attached Appendix B-3 for each classification of MCE personnel, and for reimbursable expenses. The rates shown in Appendix B-3 will be increased annually with the first increase effective on or about October 1, 2012.

#### **6.1.4 Construction Phase Services**

For Construction Staking Services, CITY OF FAYETTEVILLE shall pay MCE for the time spent on the project at the rates shown in attached Appendix B-4 for each classification of MCE personnel, and for reimbursable expenses. The rates shown in Appendix B-4 will be increased annually with the first increase effective on or about October 1, 2012. If other Construction Phase Services besides Construction Staking are authorized, CITY OF FAYETTEVILLE shall pay MCE an amount to be negotiated at a later date.

#### 6.1.5 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to MCE shall be negotiated at the time Additional Services are authorized.

#### 6.2 Statements

Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate consistent with MCE'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 MCE and approved by CITY OF FAYETTEVILLE.

#### 6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of MCE'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 MCE 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.

#### 6.4 Final Payment

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, MCE 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 MCE 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 MCE or his sureties under this Agreement or applicable performance and payment bonds, if any.

## 6.5 Fee Changes

Subject to the City Council approval, adjustment of the Not to Exceed amount may be made should MCE establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

### SECTION 7 - GENERAL CONSIDERATIONS

#### 7.1 Insurance

7.1.1 During the course of performance of these services, MCE will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	\$500,000 Each Accident
Commercial General Liability	
Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability:	
Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

MCE 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.

7.1.2 Construction Contractors shall be required to provide (or CITY OF FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured to endorse CITY OF FAYETTEVILLE. Construction Contractors shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE and MCE.

7.1.3 CITY OF FAYETTEVILLE and MCE 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 MCE's services. A provision similar to this shall be incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction Contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE and MCE for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 MCE will exercise reasonable skill, care, and diligence in the performance of MCE's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. MCE agrees not to seek or accept any compensation or reimbursements from the City of Fayetteville for engineering work it performs to correct any errors, omissions or other deficiencies caused by MCE's failure to meet customarily accepted professional engineering practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of MCE.

7.2.2 In addition MCE will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by MCE's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by MCE relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on MCE's experience, qualifications, and judgment as a design professional. Since MCE 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, MCE does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by MCE.



#### 7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of MCE'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 President or any Vice President of MCE.

#### 7.5 Termination

7.5.1 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:

7.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.1.2 An opportunity for consultation with the terminating party prior to termination.

7.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that MCE is given:

7.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.2.2 An opportunity for consultation with the terminating party prior to termination.

7.5.3 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

7.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

- 7.5.3.2 Any payment due to MCE at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of MCE's default.
- 7.5.4 If termination for default is effected by MCE, 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 MCE for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by MCE relating to commitments which had become firm prior to the termination.
- 7.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, MCE shall:
- 7.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
- 7.5.5.2 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 MCE in performing this Agreement, whether completed or in process.
- 7.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 7.5.7 If, after termination for failure of MCE to fulfill contractual obligations, it is determined that MCE had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

## 7.6 Delays

In the event the services of MCE are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond MCE's reasonable control, MCE shall be entitled to additional compensation and time for reasonable costs incurred by MCE in temporarily closing down or delaying the Project.

## 7.7 Rights and Benefits

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

## 7.8 Dispute Resolution

7.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and MCE 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 MCE in the performance of this Agreement, and disputes concerning payment.

7.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

### 7.8.3 Notice of Dispute

7.8.3.1 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;

- 7.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give MCE written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- 7.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and MCE 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 MCE 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.
- 7.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to MCE for services rendered by MCE.
- 7.10 Publications

Recognizing the importance of professional development on the part of MCE's employees and the importance of MCE's public relations, MCE may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to MCE'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 MCE. 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 MCE's activities pertaining to any such publication shall be for MCE's account.

7.11 Indemnification

7.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and MCE 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.

7.12 Computer Models

MCE may use or modify MCE's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or MCE may develop computer models during MCE's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by MCE does not constitute a license to CITY OF FAYETTEVILLE to use or modify MCE's computer models. Said proprietary computer models shall remain the sole property of the MCE. CITY OF FAYETTEVILLE and MCE will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use MCE's computer models.

7.13 Ownership of Documents

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. MCE may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by MCE as part of the Services shall become the property of CITY OF FAYETTEVILLE when MCE has been compensated for all Services rendered, provided, however, that MCE shall have the unrestricted right to their use. MCE 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 MCE.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. MCE 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.

#### 7.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

City of Fayetteville Attn: David Jurgens, PE  
113 W. Mountain  
Fayetteville, AR 72701

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MCE's address:

McClelland Consulting Engineers, Inc. Attn: Branch Manager  
1810 North College Avenue  
Fayetteville, AR 72703

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#### 7.15 Successor and Assigns

CITY OF FAYETTEVILLE and MCE 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 MCE shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

#### 7.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

#### 7.17 Entire Agreement

This Agreement represents the entire Agreement between MCE 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 MCE a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by MCE, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

**SECTION 8 - SPECIAL CONDITIONS**

8.1 Additional Responsibilities of MCE:

8.1.1 MCE shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by MCE'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.

8.1.2 MCE's obligations under this clause are in addition to MCE'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 MCE for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and MCE arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 MCE 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. MCE shall also maintain the financial information and data used by MCE in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. MCE will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

8.3.3 This right of access clause (with respect to financial records) applies to:

8.3.3.1 Negotiated prime agreements:

8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

8.3.3.3 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:

8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of MCE;

8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

MCE 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 MCE 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.

8.5           Gratuities

8.5.1           If CITY OF FAYETTEVILLE finds after a notice and hearing that MCE or any of MCE'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, or the AHTD 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 MCE 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.

8.5.2           In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against MCE as it could pursue in the event of a breach of the Agreement by MCE. 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 MCE incurs in providing any such gratuities to any such officer or employee.

8.6           Arkansas Freedom of Information Act

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

## 8.7 Debarment And Suspension

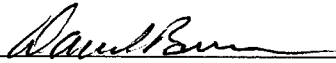
I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION  
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: McClelland Consulting Engineers, Inc.

SIGNATURE:  DATE: \_\_\_\_\_

PRINTED NAME: Daniel Barnes TITLE: President

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and  
McClelland Consulting Engineers, Inc., by its authorized officer have made and executed this Agreement  
as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: \_\_\_\_\_

Mayor

ATTEST:

By: \_\_\_\_\_

City Clerk

McClelland Consulting Engineers, Inc.

By: \_\_\_\_\_

Title: President

Changes, modifications or amendments in scope, price or fees to this Contract shall **not**  
be allowed without formal contract amendment approved by the Mayor and the City  
Council **in advance** of the change in scope, cost, fees, or delivery schedule.

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

## APPENDIX A – SCOPE OF SERVICES

### 2.1 General

Generally, the scope of services includes design surveys along the Highway 16 corridor in the vicinity of the West Fork River Bridge, as defined by AHTD's Job No. 040569 for widening this segment of Highway 16. Surveys will be limited to those areas where existing and new water and sewer facilities must be coordinated with the AHTD highway improvement plans. Preliminary and Final Design services related to water and sewer improvements within the limits outlined above shall be completed. The design work shall cover a 12-inch water main for the length of the AHTD project, replacing an existing 8-inch water main generally located in the existing Highway 16 right of way on the north side of the highway. This 12-inch main shall cross the West Fork River with a bored undercrossing, replacing the existing 8-inch main attached to the bridge that is being replaced by AHTD. Design services shall include parallel water distribution mains and / or service line crossings to provide service to existing water mains and water meters on the south side of Highway 16. Design service shall also include documenting the location of existing sanitary sewer lines, manholes and force mains in the vicinity of the highway project and designing replacement sanitary sewer facilities if required to accommodate the highway widening project. Approximately 7,000 feet total of 12-inch water main on the north side and parallel distribution mains on the south side are anticipated.

### 2.2 Design Surveys, Preliminary Design, Final Design and Bidding Services

#### 2.2.1 Design Surveys

MCE will complete design surveys as necessary to located existing water and sewer facilities and to located other existing utilities that are marked by One-Call services in areas required to accommodate the AHTD widening plans and the 12-inch water main design along Highway 16. Design surveys shall also cover the areas along the new Highway 16 right of way where required for the design of the new water and sewer facilities. Areas where there are no water and sewer conflicts and no new water and sewer facilities are required will not be surveyed. This includes a portion of the south side of the Highway 16 project. MCE shall rely on the Fayetteville water and sewer atlas information for general utility locations and on Fayetteville's personnel marking water and sewer facilities during the one call process for design survey locations.

#### 2.2.2. Preliminary Design

Preliminary plans shall be submitted to the City of Fayetteville for the purpose of confirming the final design scope of work, including the extent of new water and sewer mains, location of interconnections, coordination issues with the highway plans, preliminary easement requirements, anticipated right of way conflicts, and a preliminary estimate of construction costs. The preliminary plans shall include illustrating the proposed work on the Highway Department plans with minimal profile information.

### 2.2.3 Final Design

Based on review comments from Preliminary Design, the Final Design shall be completed, including plans, profiles, details, AHTD coordination issues, final estimate construction cost, easement requirements, and related documents as necessary to obtain approvals by the City of Fayetteville, the Arkansas Department of Health, and the Arkansas Highway and Transportation Department. Once it is evident that the Final Design is acceptable, appropriate documents suitable for submission to the Corps of Engineers for river crossing permit shall be developed. Final Design deliverables shall include:

1. Two full sized sets of plans, as well as cost estimates for the City of Fayetteville.
2. Six full sized sets of plans and cost estimates for AHTD.
3. Two full sized sets of plans and specifications for the Health Department.
4. A summary of easement requirements for the City of Fayetteville.

It is anticipated that the City of Fayetteville will prepare the final Project Specifications. To support this effort, MCE will prepare a draft Bid Schedule with final quantities estimated and a draft Specification Section for Measurement and Payment of construction items.

### 2.2.4 Bidding Phase

MCE shall assist the City of Fayetteville with an Advertisement for Bids, assist in addressing bidders questions, assist in issuing Addenda as authorized by the City of Fayetteville, attend a Prebid Conference if desired by the City of Fayetteville, attend the bid opening and prepare Bid Tabulation with an award recommendation.

## 2.3 Property Surveys, Property Mapping, Easement Mapping and Easement Preparations Services.

### 2.3.1 Property Surveys

MCE shall rely on the AHTD Highway 16 right of way plans, the AHTD ownership map and Fayetteville easement atlas information for the initial evaluation of easement requirements. Based on these sources of information, an initial map of easements needs will be submitted to the City of Fayetteville. Upon Fayetteville's concurrence, property surveys as necessary to confirm property lines needed for the easement preparation process will be completed. The property survey process shall include verification of current property ownership/current property legal descriptions based on courthouse records.

### 2.3.2 Property Mapping

The AHTD property maps shall be updated/modified based on any changes determined during the property survey process and property ownership verification process.

### 2.3.3 Easement Mapping

The easement maps obtained from Fayetteville atlas sheets shall be updated as needed to reflect more current existing easement records, as provided by the City of Fayetteville personnel, in areas where the exact location of existing easements has an impact on the project. New easements shall be added to this easement map and to the project plans, as necessary to illustrate to the bidders and construction contractor the limits of their authorized work areas.

### 2.3.4 Easement Preparation Services

For those areas identified and subsequently approved by the City of Fayetteville, individual easement legal descriptions and tract maps will be prepared in accordance with criteria established by the City of Fayetteville, generally in accordance with documents prepared on previous projects. It is anticipated that as many as 34 new easement documents may be required and as many as 9 of these documents may require revisions based on design changes by AHTD or the City of Fayetteville.

### 2.4 Storm Water Pollution Prevention Plan Services

A Storm Water Pollution Prevention Plan shall be completed at the end of the design phase, to conform to the design documents and ADEQ criteria, and to further be acceptable to the City of Fayetteville.

### 2.5 Geotechnical Services

The scope of Geotechnical Services will be added with a future amendment to this agreement.

### 2.6 Construction Phase Services

MCE will complete Construction Staking as necessary to provide field references for the construction contractor relative to the alignment and grade of the water and sewer facilities. Construction Staking shall be at 100 ft intervals and at all horizontal and vertical deflection points. Staking shall be along the centerline of the water and sewer facilities, with offset stakes as needed to preserve the field stakes. MCE shall coordinate with the construction contractor to provide the staking he needs, within these parameters. The project shall be staked once, in segments as desired by the construction contractor. Stakes destroyed shall be replaced at the construction contractor's expense. The scope of any other Construction Phase Services besides Construction Staking, if desired by the City of Fayetteville, will be added with a future amendment to this agreement.

## 2.7 Extra Work

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

1. Redesign for the City's convenience or due to changed conditions after prior approval or conflicting direction from the City or from AHTD.
2. Submittals or deliverables in addition to those listed in paragraph 2.2.3.
3. Environmental Assessment.
4. Work related to environmentally or historically (culturally) significant items.

Extra work will be as directed by the City of Fayetteville in writing for an additional fee as agreed upon by the City of Fayetteville and MCE.

## 2.8 Schedule

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

<u>Phase Description</u>	<u>Calendar Days</u>
Design Survey	45 days from start date
Draft Preliminary Design	30 days from completion of Design Surveying
Preliminary Design Review	30 days from Preliminary Design Submittal
Final Design	45 days from Preliminary Design Review
Final Design Approval	75 days from Final Design Submittal
Easement Preparation	60 days from Final Design Approval
Bidding Phase	75 days from Final Design Approval
Storm Water Pollution Prevention Plan	Concurrent with Easement Preparation
Construction Staking	Within 7 days after notification by the Construction Contractor



**APPENDIX B - FEE PROPOSAL**

B-1, Fee Proposal for Design Surveys  
 Preliminary Design, Final Design & Limited Bidding Assistance  
 In Conjunction with the Highway 16 Water & Sewer  
 Relocation and Improvements  
 AHTD Job No. 040569  
 Fayetteville, Arkansas

<u>Labor Classification</u>	<u>Time/Hours</u>	<u>Labor Rate</u>	<u>Extended</u>
Project Manager	160	\$155.00	\$24,800.00
Project Engineer	32	\$143.00	\$4,576.00
Engineering Tech	24	\$55.00	\$1,320.00
Chief Draftsman	60	\$73.00	\$4,380.00
Senior Draftsman	96	\$60.00	\$5,760.00
Survey Supervisor, RLS	32	\$104.00	\$3,328.00
Survey Crew (2 man)	85	\$143.00	\$12,155.00
Robotic Survey Crew	72	\$143.00	\$10,296.00
Surveyor (1 man)	16	\$72.00	\$1,152.00
Computer Tech	77	\$80.00	\$6,160.00
Clerical Support	20	\$60.00	\$1,200.00
		Subtotal	\$75,127.00
		Travel, 400 Miles @ \$0.50	\$200.00
		Reproduction	\$700.00
		Materials & Supplies	\$400.00
		Total Design Cost	\$76,427.00

## APPENDIX B-2 - FEE PROPOSAL

For Property Surveys, Property Mapping, Easement Mapping  
Easement Preparation Services in Conjunction with the Highway 16  
Water and Sewer Relocation and Improvements

AHTD Job No. 040569

Fayetteville, Arkansas

Labor Classification	Time/Hours	Labor Rate	Extended
Project Manager	12	\$155.00	\$1,860.00
Survey Supervisor, RLS	24	\$104.00	\$2,496.00
Registered Land Surveyor	320	\$104.00	\$33,280.00
Survey Crew (2 man)	16	\$143.00	\$2,288.00
Surveyor (1 man)	8	\$72.00	\$576.00
Computer Tech	20	\$80.00	\$1,600.00
Clerical Support	16	\$60.00	\$960.00
		Subtotal	\$43,060.00
		Travel, 120 Miles @ \$0.50	\$60.00
		Materials & Supplies	\$40.00
		Total Easement Services	\$43,160.00

**APPENDIX B-3 - FEE PROPOSAL**

For Storm Water Pollution Prevention Plan Services  
In Conjunction with the Highway 16 Water & Sewer  
Relocation and Improvements  
AHTD Job No. 040569  
Fayetteville, Arkansas

Labor Classification	Time/Hours	Labor Rate	Extended
Project Manager	3	\$155.00	\$465.00
Project Engineer	16	\$135.00	\$2,160.00
Senior Draftsman	8	\$60.00	\$480.00
Computer Tech	2	\$80.00	\$160.00
Clerical Support	3	\$60.00	\$180.00
		Subtotal	\$3,445.00
		Materials & Supplies	\$40.00
		Total SWPPP Cost	\$3,485.00

## APPENDIX B-4 - FEE PROPOSAL

For Construction Staking Services in Conjunction with the Highway 16  
Water and Sewer Relocation and Improvements  
AHTD Job No. 040569  
Fayetteville, Arkansas

<u>Labor Classification</u>	<u>Time/Hours</u>	<u>Labor Rate</u>	<u>Extended</u>
Project Manager	2	\$155.00	\$310.00
Survey Supervisor, RLS	6	\$104.00	\$624.00
Survey Crew (2 man)	36	\$143.00	\$5,148.00
Robotic Survey Crew	8	\$143.00	\$1,144.00
Computer Tech	10	\$80.00	<u>\$800.00</u>
		Subtotal	\$8,026.00
		Travel, 180 Miles @ \$0.50	\$90.00
		Materials & Supplies	<u>\$140.00</u>
		<b>Total Construction Staking Cost</b>	<b>\$8,256.00</b>

# City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

**All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)**

**All PO Request shall be scanned to the Purchasing e-mail: [Purchasing@ci.fayetteville.ar.us](mailto:Purchasing@ci.fayetteville.ar.us)**

Requisition No.:	Date: <b>7/20/2012</b>
P.O Number:	Expected Delivery Date: McClelland Consulting Engineers
	Page 37 of 38

Vendor #: <b>7460</b>	Vendor Name: <b>McClelland Consulting Engineers, Inc</b>
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Mail Yes: _____ No: _____
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Address: <b>PO Box 1229, 1810 N College Ave</b>	Fob Point:
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Taxable Yes: <u>  X  </u> No: _____	Quotes Attached Yes: _____ No: _____
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City: <b>Fayetteville</b>	State: <b>AR</b>	Zip Code: <b>72702</b>	Ship to code:
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Divison Head Approval:
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Requester: <b>Cheryl Partain</b>	Requester's Employee #: <b>2548</b>
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Extension: <b>224</b>
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Design Services for the Hwy 16 W/S Relocation Project at the West Fork of the White River	1	Each	131,328.00	\$131,328.00	5400.5600.5314.00	11012.1201		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions: Per RFQ 11-01
--

Subtotal:	<u><b>\$131,328.00</b></u>
Tax:	<u><b>\$0.00</b></u>
Total:	<u><u><b>\$131,328.00</b></u></u>

Approvals:

Mayor: \_\_\_\_\_

Finance & Internal Services Director: \_\_\_\_\_

Dispatch Manager: \_\_\_\_\_

Department Director:

Budget Manager: \_\_\_\_\_

Utilities Manager: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

IT Manager: \_\_\_\_\_

Other: \_\_\_\_\_

