

City of Fayetteville Item Review Form

2014-0192

Legistar File Number

5/6/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

Submitted By

Development Services

Department

Action Required:

Approval of a resolution awarding an Engineering Contract to Jorgensen & Associates, Inc. in an amount not to exceed \$387,000 for preliminary and final design and related services for Ruppel Road, from Martin Luther King Blvd. to Persimmon Street.

Does this item have a cost? Yes

\$387,000.00

Cost of this request

\$387,000.00

Category or Project Budget

Engineering

Program or Project Name

4520.9555.5314.00

Account Number

Development Services

Program or Project Category

060350.2400

Project Number

\$0.00

Remaining Balance

Transportation Bonds

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached? No

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

ENTERED
4-18-14 DM

ENTERED
4/21/14 Bep

Jorgensen & Associates
4/18/14

Paul A. Baker 4-22-2014

Ann Miller 4-22-14
Frank Jordan

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

FROM: Chris Brown, City Engineer

DATE: April 18, 2014

SUBJECT: **A resolution awarding an Engineering Contract to Jorgensen & Associates, Inc. in an amount not to exceed \$387,000 for preliminary and final design and related services for Ruppel Road, from Martin Luther King Blvd. to Persimmon Street.**

RECOMMENDATION:

Staff recommends approval of a Contract with Jorgensen & Associates, Inc. in the amount of \$387,000 for preliminary and final design and related services for Ruppel Road, from Martin Luther King Blvd. to Persimmon Street.

BACKGROUND:

Ruppel Road is included in the proposed Transportation Improvement Bond Program. Ruppel Road is shown on the City of Fayetteville Master Street plan as a Principal Arterial Parkway from Martin Luther King Blvd. (Highway 62) north to Howard Nickell Road. The section under consideration for this design contract will be from Martin Luther King Blvd. to Persimmon Street. The street cross section will include four lanes with a 15' wide median, a 12' trail and a 5' sidewalk. Roundabouts will be designed at the three intersections with the future Collector street locations as shown on the Master Street Plan.

DISCUSSION:

Under this contract, Jorgensen & Associates, Inc. will provide preliminary and final design and related services for Ruppel Road, from Martin Luther King Blvd. to Persimmon Street. Jorgensen & Associates, Inc. will also provide property surveys, legal descriptions for right of way and easements to be acquired, and related services to support property acquisition by the City. Additional services include wetlands delineation, US Army Corps of Engineers Permitting, floodplain analysis, bidding and construction phase services and traffic signal design.

The contract amount will not exceed \$387,000. This fee includes \$299,500.00 for services provided by Jorgensen & Associates, Inc. and \$87,500.00 for services to be provided by sub-consultants. The services to be provided by Jorgensen & Associates, Inc. will be paid at their

hourly rates for the hours worked on the project. The services provided by sub-consultants will be paid for as reimbursements to Jorgensen & Associates, Inc. for the amounts billed by the sub-consultants.

BUDGET/STAFF IMPACT:

This contract will be paid from funds available in the Transportation Improvement Bond Program. \$8.8 million is allocated for this segment of Ruppel Road.

Attachments:

Concept Drawing
Engineering Agreement

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JORGENSEN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$387,000.00 FOR DESIGN AND RELATED SERVICES FOR THE EXTENSION OF RUPPLE ROAD FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD

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 authorizes the Mayor to sign a professional engineering services agreement with Jorgensen & Associates, Inc. in an amount not to exceed \$387,000.00 for design and related services for the extension of Rurple Road from Persimmon Street to Martin Luther King, Jr. Boulevard.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

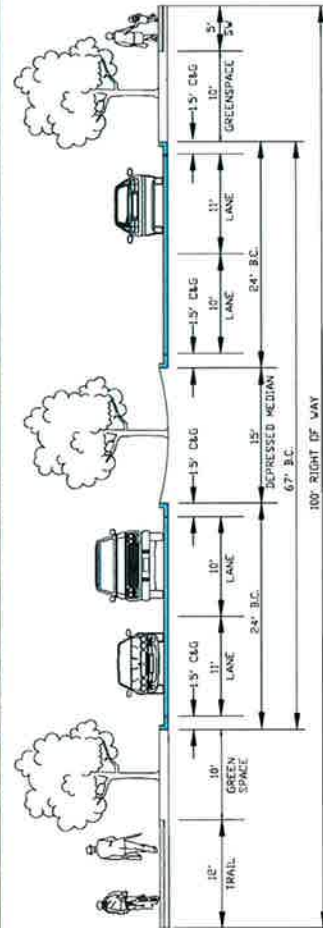
By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



Project Summary

- Extension of Ruppel Road as a 4-lane boulevard from south of Owl Creek School to Martin Luther King Blvd.
- Total project budget: \$8.155 million
- Construction scheduled for 2015/2016



PRINCIPAL ARTERIAL PARKWAY

④ RUPPEL ROAD IMPROVEMENTS
MARTIN LUTHER KING BLVD.
TO PERSIMMON ST.
CONCEPT PLAT 4-LANE OPTION

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

THIS AGREEMENT is made as of _____, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and JORGENSEN & ASSOCIATES, INC. (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 JORGENSEN & ASSOCIATES, INC. in consideration of their mutual covenants agree as follows:

JORGENSEN & ASSOCIATES, INC. shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$382,500**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.
- 5.2 Statements
- 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made

in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

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

- 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
 - 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
 - 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 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, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

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

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

JORGENSEN & ASSOCIATES, INC. address:
124 W Sunbridge Suite 5
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

JORGENSEN & ASSOCIATES, INC.

By: _____
Mayor, Lioneld Jordan

By:  _____
Blake E. Jorgensen

ATTEST:

By: _____
City Clerk

Title: Vice President _____

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

EXHIBIT A

RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

SCOPE OF SERVICES

1.0 Surveying

All necessary surveying to develop parcel ownership, right-of-way, legal descriptions, exhibits, and survey data necessary for design and development of construction plans, No-Rise Analysis, Wetland Delineation Documentation.

2.0 Environmental Services

Wetland Services for entire proposed road extension (tasks to include coordination with USACE, wetland delineation and Individual Permit application preparation).

3.0 Design Services

Design services for the entire alignment of Ruppel Road (development of construction plans with profiles, cross sections, typical details, incorporation of detailed structures at crossings from No-Rise analysis, all storm drainage design and analysis (drainage report included), storm drain profiles, Storm Water Pollution Prevention Plan, intersection details).

The preliminary design phase submittal will include preliminary plan and profile sheets showing horizontal and vertical geometry, right-of-way, drainage improvements, sidewalks, preliminary construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans.

Final design will commence once preliminary design is approved by the City of Fayetteville. The Engineer will furnish plans to AHTD for their review and comment, plans and specifications will not be in AHTD standard format. The City of Fayetteville shall furnish standard construction contract, unless the City of Fayetteville wants Engineer to supply one. The City of Fayetteville will furnish standard technical specifications for incorporation into the construction contract documents. The Engineer shall provide special provisions, supplementary conditions, and other such documents to fully define the project.

4.0 Traffic Studies, Signalization Design, Roundabout Design

Traffic signal warrants study for the intersection of Martin Luther King Jr. Boulevard and Ruppel Road. Lane configurations and horizontal geometry to be included in the Ruppel Road improvements at the study intersection. Written report describing analysis procedures, findings and recommendations, supported by data and calculations. Prepare final traffic signal design and necessary detail sheets. Use AHTD and City of Fayetteville Standard Specifications, addendums and necessary special provisions. Prepare construction cost estimate. Obtain traffic signal permit from AHTD. Lane configurations, horizontal geometry, radius, etc. to include each of the three planned roundabout study intersections. Appropriate pavement markings and signing for roundabouts.

5.0 No-Rise Analysis

Owl Creek Tributary 1
Owl Creek Tributary 2
North Fork Farmington Branch

6.0 Bidding Services

Jorgensen & Associates will assist the City in the evaluation process by participating in interview meetings with prospective contractors, initial and final, prepare unit price schedule for bidding, prepare Bid Tab Results.

7.0 Construction Phase Services

Jorgensen & Associates will assist the City in inspections of the site work to ensure site work complies with plans and specifications, provide Construction Control, and "As-Built" Plans.

8.0 Project Deliverables

The following will be submitted to the City of Fayetteville, or others as indicated, by Jorgensen & Associates:

1. Two hard copies along with a pdf set of surveys set (Legal Descriptions for Right-of-Way acquisitions and individual exhibits for each property acquisition).
2. Two hard copies along with a pdf set of the Preliminary Design.
3. One hard copy along with a pdf set of Preliminary Plans to each potentially affected utility company.
4. Two hard copies along with a pdf set of the Final Design.
5. One hard copy along with a pdf set of the Final Design to each potentially affected utility company.
6. One hard copy along with a pdf set of the Final Design to the AHTD.
7. Three copies and one pdf of the Final Plans and Specifications to the Contractor.
8. Hard copy and PDF of No-Rise Studies.
9. Hard copy and PDF of Environment Studies.
10. Hard copy and PDF of Drainage Reports.
11. Hard copy and PDF of "As-Built" Plans.

9.0 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.
2. Pavement Design beyond that furnished in the Geotechnical Report.
3. Design of any utilities relocation.
4. Bridge or other significant structural design.
5. Street lighting or other electrical design beyond that required for traffic signalization.
6. Construction materials testing.
7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

8. Landscape Designs above standard tree plantings.
9. Construction Stake-out.
10. 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 Jorgensen & Associates.

10.0 Schedule

Jorgensen & Associates 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:

- 1.0 Surveying: 60 Days
- 2.0 Environment Services: Wetland Delineation & Individual Permit Application Submittal: 90 Days
- 3.0 Design Services:
 - 3.1 Preliminary Design Phase (60% Set): 120 Days from Notice to Proceed.
 - 3.2 Final Design Phase (100% Set): 90 Days from 60% Set Approval from City of Fayetteville.
- 4.0 Traffic Studies, Signalization Design, Roundabout Design:
 - 4.1 Traffic Study: 30 days from notice to proceed.
 - 4.2 Signalization Design: 45 days from receiving base drawings.
 - 4.3 Roundabout Design/Analysis: 90 days.
- 5.0 No-Rise Analysis: 30 days from Preliminary Design Phase approval.

11.0 Compensation

Payment for services rendered by Jorgensen & Associates and their Subconsultants shall be for a maximum not to exceed amount of **\$382,500**. Jorgensen & Associates will bill the City of Fayetteville as according to the schedules and fee summary as found in Appendix B; all Subconsultant bills must be received 10 calendar days prior to the last Friday of the month in order to be included in Jorgensen & Associates' invoice to the City of Fayetteville for that month. Payment to the Subconsultant will be made within 10 days of receiving payment from the City of Fayetteville.

Appendix B

RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

Jorgensen & Associates Hourly Rate Schedule

- Senior Project Engineer: \$150/hr
- Project Engineer: \$125/hr
- Senior CADD Technician: \$85/hr
- CADD Technician: \$70/hr
- Principal Land Surveyor: \$125/hr
- Two Person Field Crew w/Total Station: \$120/hr
- Three Person Field Crew w/Total Station: \$160/hr
- Two Person Field Crew Utilizing GPS: \$140/hr
- Three Person Field Crew Utilizing GPS: \$180/hr
- Construction Supervisor: \$75/hr

Fee Summary

- 1.0 Surveying: \$30,000.
- 2.0 Environmental Services: \$11,850.
- 3.0 Design Services
 - 3.1 \$96,000 for Preliminary Design Phase.
 - 3.2 \$144,000 for Final Design Phase.
- 4.0 Traffic Studies, Signalization Design, Roundabout Design: \$26,000.
- 5.0 No-Rise Analysis: \$45,150.
- 6.0 Bidding Services: \$4,500.
- 7.0 Construction Phase Services: \$25,000.

APPENDIX B - RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

Category	Principal Land Surveyor	Two Person Field Crew w Total Station	Three Person Field Crew w GPS	Two Person Field Crew w GPS	Three Person Field Crew w GPS	Senior CADD Technician	CADD Technician	Senior Project Engineer	Project Engineer	Construction Supervisor
1.0 Surveying										
Research Property Owners/Deeds/Surveys	6					8				
Draw Deed Boundaries	2					8	10			
Field Locate Survey Elements for Boundaries		30								
Mark CL & Cross Section every 50'			40							
Cross Sections for No-Rise Analysis		12		16						
Topo Intersection of Tie in points (MLK-Rupple)		12								
CADD to process Topo & Boundary						8	10			
CADD to create Boundaries & ROW						12	50			
Survey Review of base file-ROW.	20					30				
Subtotal Hours	28	54	16	40	66	70				0
Subtotal Surveying	\$ 3,500.00	\$ 6,480.00	\$ 2,240.00	\$ 7,200.00	\$ 5,610.00	\$ 4,900.00	\$ -	\$ -	\$ -	\$ -
Subtotal Of Surveying Services	\$ 29,930.00									

Non-Labor Costs	
Printing/Reproduction	\$ 50.00
Postage/Courier	\$ 20.00
Travel Costs	\$ -
Subtotal of Non-Labor Costs	\$ 70.00
Total Not-to-Exceed for Surveying	\$ 30,000.00

APPENDIX B - RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

Category	Principal Land Surveyor	Two Person Field Crew w Total Station	Three Person Field Crew w Total Station	Two Person Field Crew w GPS	Three Person Field Crew w GPS	Senior CADD Technician	CADD Technician	Senior Project Engineer	Project Engineer	Construction Supervisor
3.1 Design Services (Preliminary Design Phase)										
Plan & Profile						60	60	24	24	60
Draw Intersections-Roundabouts						40	40	24	24	60
Drainage Study								40	80	
Drainage Profiles & Median Drainage						24		24	40	
Cross Sections									0	
Coordinate/Incorporate No-Rise Analysis						16		16	8	
Coordinate/Incorporate Traffic Designs						10		16	8	
Storm Water Pollution Prevention Plan						8	6	8	8	
Sidewalks & Trails						10	8	4	8	
Specifications								8	16	
Meetings/Coordination								16		
Quality Control Review								24		
Details								0	0	
Signage & Striping								8	12	
Coordination with Geotech, Utilities, etc								8	16	
Subtotal Hours	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176	\$ 122	\$ 216	\$ 316	\$ 0
Subtotal Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,960.00	\$ 8,540.00	\$ 32,400.00	\$ 39,500.00	\$ -
Subtotal of Services	\$ 95,400.00									

Non-Labor Costs	
Printing/Reproduction	\$ 450.00
Postage/Courier	\$ 100.00
Travel Costs	\$ 50.00
Subtotal of Non-Labor Costs	\$ 600.00

Total Not-To-Exceed for 3.1 Preliminary Design Phase	\$ 96,000.00
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APPENDIX B - RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

Category	Principal Land Surveyor	Two Person Field Crew w Total Station	Two Person Field Crew w GPS	Three Person Field Crew w GPS	Senior CADD Technician	CADD Technician	Senior Project Engineer	Project Engineer	Construction Supervisor
3.2 Design Services (Final Design Phase)									
Plan & Profile					80	60	52	80	
Draw Intersections-Roundabouts					40	40	36	60	
Drainage Study								80	
Drainage Profiles & Median Drainage					8		24	56	
Cross Sections					24	20	20	48	
Coordinate/Incorporate No-Rise Analysis					10		16	16	
Coordinate/Incorporate Traffic Designs					10		16	16	
Storm Water Pollution Prevention Plan					8	8	8	16	
Sidewalks & Trails					16	16	8	16	
Specifications								16	
Meetings/Coordination								16	
Quality Control Review								4	
Details					24	24	12	30	
Signage & Striping					8		8	16	
Coordination with Geotech, Utilities, etc								8	
Subtotal Hours	0	0	0	0	228	168	320	510	0
Subtotal Design Services	\$ -	\$ -	\$ -	\$ -	\$ 19,380.00	\$ 11,760.00	\$ 48,000.00	\$ 63,750.00	\$ -
Subtotal of Services	\$ 142,890.00								

Non-Labor Costs	
Printing/Reproduction	\$ 960.00
Postage/Courier	\$ 100.00
Travel Costs	\$ 50.00
Subtotal of Non-Labor Costs	\$ 1,110.00

Total Not-To-Exceed for 3.2 Final Design Phase \$ 144,000.00

APPENDIX B - RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

Category	Principal Land Surveyor	Two Person Field Crew w/ Total Station	Three Person Field Crew w/ GPS	Two Person Field Crew w/ GPS	Three Person Field Crew w/ GPS	Senior CADD Technician	CADD Technician	Senior Project Engineer	Project Engineer	Construction Supervisor
6.0 Bidding Services										
Preliminary								5	8	
Final								8	12	
Subtotal Hours		0	0	0	0	0	0	13	20	0
Subtotal Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,950.00	\$ 2,500.00	\$ -

Subtotal of Services \$ 4,450.00

Non-Labor Costs	
Printing/Reproduction	\$ 50.00
Postage/Courier	\$ -
Travel Costs	\$ -
Subtotal of Non-Labor Costs	\$ 50.00

Total Not-To-Exceed for 6.0 Bidding Services \$ 4,500.00



PETERS & ASSOCIATES
ENGINEERS, INC.

April 18, 2014

Mr. Blake Jorgensen, P.E.
Jorgensen & Associates
124 West Sunbridge
Suite 5
Fayetteville, AR 72703

Re: P1695
Proposal for Engineering Services
Traffic Signal Warrants Study
Traffic Signal Design
Roundabout Analysis and Design Assistance
Ripple Road, from Martin Luther King Jr. Boulevard to Just South of Persimmon Street
Fayetteville, Arkansas

Dear Mr. Jorgensen:

CONTRACT FOR CONSULTANT SERVICES

Peters & Associates Engineers, Inc. (Consultant) agrees to provide Jorgensen & Associates with Traffic Engineering services in conjunction with the referenced project regarding intersection analysis and recommended design along the City-planned Ripple Road corridor (to include extension, connections, widening, etc.) from Martin Luther King Jr. Boulevard to just south of Persimmon Street in Fayetteville, Arkansas. Peters & Associates Engineers, Inc. also agrees to provide Jorgensen & Associates with Traffic Engineering services in conjunction with traffic signal design for the intersection of Ripple Road and Martin Luther King Jr. Boulevard. Additionally, Peters & Associates Engineers, Inc. agrees to provide Jorgensen & Associates with roundabout analysis and design assistance for the following intersections:

- Ripple Road and future Alberta Street Extension
- Ripple Road and two future Master Street Plan (MSP) collector streets between the future Alberta Street Extension and Persimmon Street.

In accordance with the attached Consultant Schedule of Conditions, the following Scope of Services will be performed:

SCOPE OF SERVICES – TRAFFIC SIGNAL WARRANTS STUDY

We will conduct a traffic signal warrants study for the intersection of Ripple Road and Martin Luther King Jr. Boulevard consisting of utilizing existing and projected traffic volumes included in the recently completed traffic impact analysis study by Jacobs, dated February 25, 2014.

Tasks associated with this work are outlined as follows:

- Conduct traffic signal warrants analysis for the intersection of Martin Luther King Jr. Boulevard and Ripple Road for the projected traffic volumes included in the recently completed study by Jacobs.

5507 RANCH DRIVE - SUITE 205 LITTLE ROCK, ARKANSAS 72223 (501) 868-3999 FAX: (501) 868-9710

Mr. Blake Jorgensen, P.E.
April 18, 2014
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- Prepare a written report describing analysis procedures, findings and recommendations, supported by data and calculations.

SCHEDULE

The Schedule for Completion of the Traffic Signal Warrants Study will be thirty (30) days from Notice to Proceed or in accordance with Jorgensen & Associates schedule.

SCOPE OF SERVICES – TRAFFIC SIGNAL DESIGN

In accordance with the attached Consultant Schedule of Conditions, the following Scope of Services will be performed for the traffic signal design for the intersection of Martin Luther King Jr. Boulevard and Ruppel Road:

- Conduct a pre-design conference with City of Fayetteville officials and Jorgensen & Associates to establish a work plan and schedule.
- Produce a preliminary traffic signal plan utilizing intersection plans and survey base drawings provided by Jorgensen & Associates.
- Review preliminary traffic signal plan with Jorgensen & Associates and the City and secure preliminary approval of plans from City officials and Arkansas State Highway and Transportation Department (AHTD) officials.
- Prepare final traffic signal design and necessary detail sheets:
 - Select appropriate mast arm and pole sizes and determine placement requirements.
 - Design or select appropriate pole foundations and prepare or reference reinforcement, anchor bolt and construction details.
 - Prepare details for controller cabinet foundation conduit entry as necessary.
 - Develop conduit sizing and routing plans.
 - Prepare placement details for trenching, conduit entry to pole foundations, and conduit entry to pull boxes for:
 - a) Electrical power service
 - b) Signal field wiring
 - c) Detector wiring.
 - Design pullbox placement and prepare details for pullbox installation and conduit entry.
 - Design detector placement scheme.
 - Prepare detector placement and wiring details.
 - Prepare details for controller cabinet and installation.
 - Design electrical power service routing.
 - Prepare wiring diagrams for:
 - a) Signal field wiring
 - b) Electrical power service
 - c) Vehicle detectors.
 - Prepare details for poles, mast arms and signal heads.
 - Prepare special provision for coordinated traffic signal equipment compatible with vicinity existing coordinated traffic signals.
 - Prepare provisions for advanced warning flashers for southbound approach to intersection to include location, mounting details, conduit, power and wiring.

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April 18, 2014
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- Use AHTD and City of Fayetteville Standard Specifications, addendums and necessary special provisions.
- Prepare construction cost estimate.
- Review final design with Jorgensen & Associates and obtain approval of plans from AHTD and City officials.
- Obtain traffic signal permit from AHTD.

SCHEDULE

The schedule for completion of the traffic signal plan will be within forty-five (45) days of receiving the base drawing of the Martin Luther King Jr. Boulevard and Ruppel Road intersection with the planned geometry from Jorgensen & Associates.

SCOPE OF SERVICES – ROUNDABOUT DESIGN ASSISTANCE

In accordance with the attached Consultant Schedule of Conditions, the following Scope of Services will be performed for the roundabout design for each of the three intersections along Ruppel Road:

- Roundabout operational analysis will be conducted for the study intersections for AM and PM peak hours for the projected future-year traffic volumes projected by Jacobs using Sidra software for the proposed roundabout intersections.
- Advise of appropriate lane configurations, horizontal geometry, radius, etc. to include each of the three planned roundabouts.
- Advise on appropriate pavement markings and signing for roundabouts.
- Review preliminary roundabout plans by Jorgensen & Associates before submitting to City officials.
- Review final design of each of the three roundabouts by Jorgensen & Associates and before they submit to the City to obtain approval of plans from City officials.

COMPENSATION

The fee to provide the completed Scope of Services for the Traffic Signal Warrants Study is \$4,000.00. This fee will be Lump Sum Compensation for the services herein described will be inclusive of reimbursable expenses associated with conduct of the study.

The fee to provide the completed Scope of Services for traffic signal design is \$13,000.00 for the intersection of Martin Luther King Jr. Boulevard and Ruppel Road. This fee will be Lump Sum Compensation for the services herein described will be inclusive of reimbursable expenses associated with the design.

The fee to provide the completed Scope of Services roundabout design assistance is \$3,000.00 per intersection for a total of \$9,000.00. This fee will be Lump Sum Compensation for the services herein described will be inclusive of reimbursable expenses.

Mr. Blake Jorgensen, P.E.
April 18, 2014
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Any additional services for agency review meetings, changes in scope due to corridor and intersection plan changes or other access parameters, will be invoiced on an hourly basis in accordance with the attached fee schedule.

Consultant's Taxpayer ID Number is 74-2455498.

CONSULTANT SCHEDULE OF CONDITIONS

By acceptance of this contract or the initiation of work, the independent professional Consultant agrees to the following terms and conditions:

RESPONSIBILITY - Consultant agrees to provide services as set forth in the Scope of Services and that if modifications to the Scope of Services are warranted, Consultant will, prior to acceptance of the contract, make modifications to the mutual satisfaction of Consultant and Jorgensen & Associates. Consultant further agrees that the services will conform to all applicable laws, codes, ordinances and regulations of any governmental agency having jurisdiction over this project and will be performed in an expeditious manner to meet the agreed upon schedule.

CONFIDENTIALITY - Consultant agrees that all information provided and produced for this project is to be considered confidential information. Consultant shall not disclose information including, client's name, documents, specifications or use of the proposed development, except to the minimum extent possible as required for dealing with regulatory agencies, and then only as specifically authorized by Jorgensen & Associates.

INDEMNIFICATION - The Consultant, to the fullest extent of the law, agrees to indemnify and hold harmless Jorgensen & Associates and their agents, employees and representatives from and against any and all liabilities, costs, damages or expenses incurred by virtue of any claim or claims whatsoever filed by any third party arising from the work performed under this contract by the Consultant.

INSURANCE - The consultant shall own and maintain insurance coverage for the duration of the project and in the amounts not less than the following:

Worker's Compensation	Statutory Amount
General Liability	\$1,000,000
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000

A Certificate of Insurance shall be provided Jorgensen & Associates.

COMPENSATION - Consultant shall submit one invoice for the Lump Sum fee upon completion of work for the traffic signal warrants study, and one Lump Sum fee upon completion of work for the traffic signal design and one lump sum fee upon completion of roundabout design assistance. Jorgensen & Associates shall make final payment within thirty (30) days from the date of each invoicing. Acceptance of payment of Consultant shall constitute a waiver of all claims by Consultant. Any additional services for agency review meetings, changes in scope due to corridor plan changes or other access parameters, will be invoiced on an hourly basis in accordance with the attached fee schedule.


Mr. Blake Jorgensen, P.E.
April 18, 2014
Page 5 of 6

OWNERSHIP OF DOCUMENTS - All documents and materials furnished by Jorgensen & Associates shall remain the property of the provider. Any reuse without written agreement is prohibited.

ACCEPTED:

Peters & Associates Engineers, Inc.

Jorgensen & Associates

By:  _____

By:  _____

Ernest J. Peters
Title: President Date: 4-18-2014

VP Date: 4-18-2014

Mr. Blake Jorgensen, P.E.
April 18, 2014
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Hourly Fee Schedule
PETERS & ASSOCIATES ENGINEERS, INC.

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$151.00
Project Engineer	\$125.00
Senior Engineering Tech	\$85.00
Draftsman	\$55.00
Secretary	\$45.00

These rates include all direct and indirect payroll cost, overhead, and profit.

Other direct expenses not included in the above rates, include out of pocket materials and services will be billed at actual cost. Common items billed under this heading include: printing and photographic work, special delivery services, laboratory testing, special equipment rental, and subsistence expenses. Vehicle mileage is billed at a rate of \$0.505 per mile beginning from Consultant's offices to job/project site and back to the consultant's offices. Aircraft travel, car rental, and other similar travel expenses shall be billed at actual invoice amount.



water resources / environmental consultants

124 W Sunbridge Drive, Suite 3 • Fayetteville, AR 72703 • (479) 571-3334 • FAX (479) 571-3338

April 16, 2014
Via email: blake@jorgensenassoc.com

Mr. Blake Jorgensen, PE, CFM
Jorgensen & Associates, Inc.
124 W. Sunbridge, Suite 1
Fayetteville, AR 72703

RE: Proposal for Ruppel Road Extension Floodplain Services,
City of Fayetteville, AR
FTN No. P05289-0587-001

Dear Mr. Jorgensen:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide professional floodplain consulting services related to the proposed Ruppel Road Extension project located west of I-540, from Owl Creek School near Persimmon Street southward to Martin Luther King Boulevard in Fayetteville, AR (the Project).

Our Basic Services will generally consist of performing wetlands and Section 404 services including preparation of an Individual Permit to the U.S. Army Corps of Engineers (Corps), performance of hydrologic and hydraulic modeling, and performance and documentation of No-Rise analyses, as applicable, to support design of three stream crossings and satisfy City of Fayetteville requirements for regulatory floodplain compliance, all as set forth in the printed Scope of Work for Basic Services (Exhibit A) and subject to the Standard Terms and Conditions (Exhibit B) which are attached to this letter. We will also furnish such Additional Services as you may request.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the project site to which FTN employees could be exposed. This information (i.e., Material Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

You will pay us for our Basic Services a lump sum fee of \$57,000 for services rendered by our principals and employees engaged directly on the Project. Any Additional Services will be

Mr. Blake Jorgensen, PE, CFM
April 16, 2014
Page 2

charged on the basis of time and materials using the Client Rates in Exhibit C. Additional Services will be approved by you prior to proceeding.

We will bill you monthly for Services and Reimbursable Expenses on the basis of a percentage of the lump sum fee for services completed with invoices to be paid within 30 days. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes Exhibits A, B, and C consisting of eight pages, represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance until May 31, 2014 unless changed by us in writing.


Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me or Beth Breed, PH, CFM if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.



Travis B. Scott, PE, CFM
Project Manager

Accepted this 17th day
of April, 2014

By  _____
Authorized Representative
Jorgensen & Associates

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Exhibit A

Scope of Work for Basic Services Ripple Road Extension Floodplain Services Jorgensen & Associates City of Fayetteville, Arkansas

Attached to and made a part of the Letter Agreement dated April 16, 2014 between FTN Associates, Ltd. (FTN) and Jorgensen & Associates (the Client) in respect to the project described therein. The project description, the specific task and assumptions are summarized below.

PROJECT DESCRIPTION

FTN will gather topographic data from publicly available sources and, as needed, existing Federal Emergency Management Agency (FEMA) data for three streams with regulatory floodplain (study streams) along the project extent. The study streams are: Owl Creek Tributary 1, Owl Creek Tributary 2, and North Fork Farmington Branch. FTN will perform hydrologic and hydraulic analyses of existing and proposed project conditions, analyze the results for the potential for achievement of No-Rise in the floodplain for the proposed project conditions, and prepare supporting documentation for the City of Fayetteville, including results of the No-Rise analysis. FTN will also perform wetland/Section 404 services associated with the proposed project including review of background information, delineation of Section 404 wetlands and other waters, and preparation of a Section 404 Individual Permit Application to the US Army Corps of Engineers (Corps). FTN will perform associated project coordination with the Client and the City of Fayetteville, not to include more than one meeting with the City and one meeting with the public.

TASK 1 - DATA GATHERING AND PROCESSING

TASK 1 FEE: \$2,800

- FTN will thoroughly review and utilize data already obtained from FEMA, if applicable and correct, and will gather additional information as needed.
- FTN will utilize the current topographic data available from the City of Fayetteville or other public agencies for the project area.
- FTN will process the topographic data for use in hydrologic and hydraulic modeling and, if applicable, limited floodplain mapping.

TASK 2 - HYDROLOGIC MODELING

TASK 2 FEE: \$8,800

- FTN will utilize the hydrologic analyses available for the three study streams in the project area and update to the current conditions (additional development within the basins) or develop new detailed hydrologic analyses, generally reflecting existing conditions at the time the topographic data was acquired from the field. The hydrologic analyses will include development of peak discharges for the 10-, 2-, 1-, and 0.2-percent-annual-chance (10-, 50-, 100-, and 500-year) flood events for the Project Area. City of Fayetteville drainage report data will be referenced to develop discharges along North Fork Farmington Branch. If this information is not available, additional services will be required to develop detailed discharge information.

TASK 3 - HYDRAULIC MODELING

TASK 3 FEE: \$24,600

- FTN will incorporate field survey provided by the Client and topographic data processed in Task 1 to prepare the detailed hydraulic models for the three study streams in the project area, for 10-, 50-, 100-, and 500-year flood events based on existing conditions. Geometric data downstream of the project area will be based upon data within existing hydraulic models acquired from FEMA where available, augmented by topographic data processed in Task 1 if required.
- FTN will update the detailed hydraulic models for the specified frequency events based on the proposed conditions for not more than two design scenarios provided by the Client at each of the three stream crossings. Analysis of any additional scenarios will be considered Additional Services.
- FTN will analyze the proposed structures for the potential to achieve no-rise for 1-percent-annual-chance encroached and unencroached floodplain for the three study streams.

TASK 4 – NO-RISE ANALYSIS

TASK 4 FEE: \$4,800

- Prepare documentation of No-Rise Analysis for a single selected design scenario for each of the three study stream crossings based upon Task 3 results, for submittal to the Client and the City of Fayetteville.
- Address comments received, if any, from the Client and the City of Fayetteville.
- Prepare documentation for the City of Fayetteville to provide to property owners, if applicable, regarding changes in Base Flood Elevations associated with the proposed project. This does not include preparation of any data to submit to FEMA or any coordination time with the City of Fayetteville or property owners to discuss results.

Additional efforts beyond preparation of documentation will be deemed Additional Services.

TASK 5 - WETLAND / SECTION 404 SERVICES

TASK 5 FEE: \$11,850

- Identify and review site-specific background information pertinent to the Project site, to include but not limited to: (1) site specific information obtained from US Army Corps of Engineers (Corps), (2) Soil Conservation Service's *Soil Survey for Washington County, Arkansas*, (3) Natural Resources Conservation Service (NRCS) hydric soils list for Washington County, Arkansas, (4) appropriate USGS topographic quadrangle map, (5) Corps file materials relating to adjacent properties, if any, that might provide useful information specific to this project, and (6) site-specific materials provided by the Client regarding the subject property. Address comments received, if any, from the Client and the City of Fayetteville.
- Perform onsite field investigations to identify boundaries and extent of wetlands and other waters of the US having potential US Army Corps of Engineers (Corps) jurisdiction under Section 404 of the Clean Water Act at the project site. Wetland boundaries will be placed on a topographic base map suitable for Corps submittal and wetland acreage will be determined. The methods used in conducting the delineation will follow the *1987 Corps of Engineers Wetlands Delineation Manual* and the *2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region*, i.e., detailed observations will be made on vegetation, hydrology, and soils. This task includes written documentation of the findings, which will be submitted to the Client. The documentation will include a completed Corps wetland field data form for each data collection point; maps showing boundaries of potential Section 404 wetlands and locations and extent of other waters of the US under potential Corps jurisdiction; expository text that characterizes the nature of potentially Corps regulated tributary and drainage channels, in addition to wetland/non wetland areas; and representative photos of project site features. Two copies of a draft delineation report will be submitted to the Client for review. Within 7 days of receipt of review comments from the Client, FTN will submit two revised copies of the wetland delineation report to the Client.
- Assuming the project will be authorized under an Individual Permit (IP), FTN will prepare an IP application regarding proposed impacts to potentially jurisdictional Section 404 features within the project area. FTN will utilize site plan drawings provided by the Client in preparation of the individual permit application. The individual permit application will include a site plan, an alternatives analysis, and will identify potential mitigation strategies/options. The individual permit application package will include the completed delineation of the site. Two copies of the draft individual permit application will be sent to the Client for review. Within 7 days of receipt of review comments from the Client, FTN will submit two revised copies of the individual permit application to the Client. FTN will then submit the IP application package to the Corps, Little Rock District for approval. This task will be completed within 90 days following notice to proceed.

- FTN will conduct coordination of wetland/Section 404-related project issues with the Client and the Corps. In addition, FTN will provide a coordination letter to the US Fish and Wildlife Service (USFWS) regarding potential threatened and endangered species issues and a coordination letter to the State Historic Preservation Office (SHPO) requesting project clearance regarding cultural resource issues.

TASK 6 – COORDINATION

TASK 6 FEE: \$4,150

- Attend up to three meetings with the Client, one to initiate the hydraulic analysis portion of the project and review the proposed structure design, one to discuss results of the hydraulic analysis and agree upon final design, and the third to deliver documentation of the draft No-Rise Analyses.
- General project coordination including progress reports, project emails and telephone calls with Client, other consultants and the City of Fayetteville.

Project Timeline:

- Complete field reconnaissance and delineation of wetlands within 30 days following receipt of notice to proceed.
- Complete existing conditions hydrologic and hydraulic analyses within 30 days following receipt of field survey data.
- Submit Individual Permit application to the Corps, Little Rock District for approval within 90 days following notice to proceed.
- Complete hydraulic analyses of proposed conditions including analysis of potential for no-rise within 30 days following receipt of proposed design scenarios.
- Complete and submit documentation of No-Rise to the Client within 30 days following selection of single design scenario by the Client.
- Respond to comments by the Client or the City of Fayetteville within 14 days of receipt of review comments.

Assumptions:

- The Client, and City of Fayetteville will provide FTN detailed survey data, topographic data, and other supporting information for the Project Site in a timely fashion. FTN will start our services promptly after receipt of this information.
- FTN will use existing hydraulic modeling, where available, for the downstream reaches of study streams.

April 22, 2010

EXHIBIT B

Standard Terms and Conditions For FTN Contracts

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
 - b. CLIENT does hereby indemnify and save harmless FTN from and against any and all liability and claims of liability of any and every kind and nature including without limitation bodily injury, death, property damage and claims for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract, and CLIENT, at CLIENT's sole expense, shall handle all such claims, defend all lawsuits filed against FTN on account thereof, pay all judgments rendered against FTN therein, and reimburse FTN in cash for all reasonable expense incurred by FTN on account thereof, provided, that if FTN elects



to retain independent counsel, CLIENT shall reimburse FTN for all costs reasonably incurred by FTN to defend itself through attorneys of FTN's choice.

5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Notwithstanding the termination or expiration of this agreement, the indemnities provided in paragraph 4 hereof shall survive and remain in full force and effect.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CLIENT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.



9. Confidentiality of Information No information concerning this Project shall be released by FTN.
10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.



EXHIBIT C

**2014 Fee Schedule¹
FTN Associates, Ltd.**

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 180.00
Professional 6	163.00
Professional 5	145.00
Professional 4	125.00
Professional 3	112.00
Professional 2	97.00
Professional 1	87.00
Technician 4	89.00
Technician 3	75.00
Technician 2	67.00
Technician 1	51.00
Executive Assistant	67.00
Word Processing	57.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2014 – December 31, 2014

