

City of Fayetteville Staff Review Form

2014-0321

Legistar File ID

8/4/2014

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

Matt Mihalevich

7/15/2014

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an agreement for professional services between the City of Fayetteville and Garver, LLC for professional engineering services for the Cato Springs Trail from Greathouse Park to the Fayetteville Regional Park in an amount not to exceed \$328,200.

Budget Impact:

4470.9470.5814.05

Sales Tax Cap Imp/Trail Development

Account Number

Fund

02016 / 1405

Cato Springs Trail

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 328,200.00

Funds Obligated \$ -

Current Balance \$ 328,200.00

Does item have a cost? Yes

Item Cost \$ 328,200.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

[Signature] 7/18/14

Paul A. Bush 7-21-2014

Don Man 7-22-14



[Signature]



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 5TH, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator *MM*

DATE: July 17th, 2014

SUBJECT: Garver, LLC Professional Services Agreement – Cato Springs Trail

RECOMMENDATION:

Staff recommends approval of an agreement for professional services between the City of Fayetteville and Garver, LLC for professional engineering services for the Cato Springs Trail from Greathouse Park to the Fayetteville Regional Park in an amount not to exceed \$328,200.

BACKGROUND:

The City of Fayetteville is undertaking an aggressive trail building campaign in southern Fayetteville over the next 4 years. The Frisco Trail extension south from MLK Boulevard across S. School St. and into Walker Park was opened to the public on April, 12th 2014. With this critical connection complete, the Fayetteville Alternative Transportation and Trails (FATT) Master Plan envisions a series of three trails extending to the south; the Tsa-La-Gi Trail located parallel to MLK Blvd, which is 80% completed, the Town Branch Trail that is located south of 15th Street and is partially completed and the Cato Springs Trail which follows the Cato Springs Branch and will pass over the Fulbright Expressway and under I-49 along Razorback Road.

DISCUSSION:

The Walton Family Foundation has graciously provided \$150,000 to be utilized for a contract with an engineering consultant to perform the design and permitting for the Cato Springs Trail. The Cato Springs Trail will extend south along the Cato Springs Branch and portions of Razorback Road across the Fulbright Expressway and I-49 to the Fayetteville Regional Park and Mt. Kessler. This Trail will be designed as a 12 foot wide concrete multi-use trail with lighting. In addition, the trail will include a bridge across the Cato Springs Branch and a bridge over the Fulbright Expressway that will require considerable design and permit approval from the Arkansas State Highway and Transportation Department. Preliminary estimates establish its length at 10,836 linear feet or slightly over 2 miles.

On June 25th, selection committee 12 chose Garver, LLC to perform the engineering and design of the Cato Springs Trail. The selection was based on Garver's extensive experience with AHTD permitting as well as strong past performance on City projects including the recent Frisco Trail extension under MLK Jr. Blvd. Staff has worked closely with Garver to negotiate the

contract scope and price. The design and permitting phase is estimated to take 18 months, with construction in starting early in 2016. This trail project will then be bid and constructed by a private contractor while the City's in-house trail construction crews continues work on other trail connections.

BUDGET/STAFF IMPACT:

The Walton Family Foundation has provided grant funding in the amount of \$150,000 to be matched with \$178,000 in City funds for a total design budget of \$328,200. The City portion of the matching funds are available through the Trail Development Capital Improvement Program for 2014.

Attachments:

Agreement for professional Engineering Services between City of Fayetteville and Garver, LLC.
Map - Regional Park/Kessler Reserve Connection Trails

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$328,200.00 FOR ENGINEERING DESIGN RELATED TO THE CATO SPRINGS TRAIL

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 agreement for professional engineering services with Garver, LLC in an amount not to exceed \$328,200.00 for engineering design related to the Cato Springs Trail.

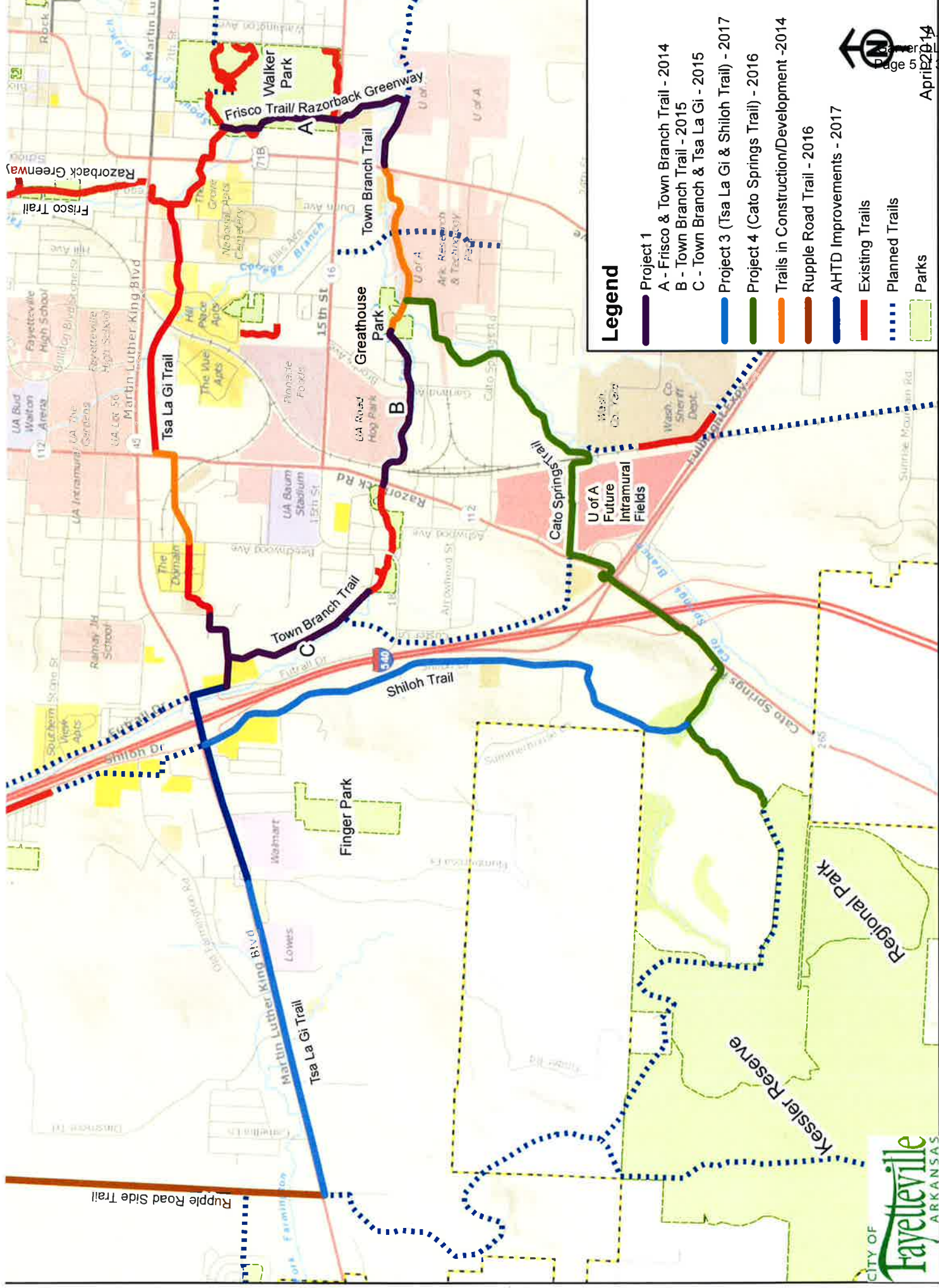
PASSED and APPROVED this 5th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Legend

- Project 1
- A - Frisco & Town Branch Trail - 2014
- B - Town Branch Trail - 2015
- C - Town Branch & Tsa La Gi - 2015
- Project 3 (Tsa La Gi & Shiloh Trail) - 2017
- Project 4 (Cato Springs Trail) - 2016
- Trails in Construction/Development - 2014
- Ruppel Road Trail - 2016
- AHTD Improvements - 2017
- Existing Trails
- - - Planned Trails
- Parks



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

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 GARVER, LLC (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER:
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform 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 Transportation Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Transportation Director 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 **\$328,200**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price basis as described in Appendix B. The hourly rates shown in Appendix B will be increased annually with the first increase effective July 1, 2015.
- 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

ENGINEER's address:
Garver, LLC
2049 E. Joyce Blvd, Suite 400
Fayetteville, AR, 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

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

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising

out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

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

7.3.3.1 Negotiated prime agreements:

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

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

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

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

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

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

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

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will 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 GARVER, LLC, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER, LLC

By: _____
Mayor, Lioneld Jordan

By: Brock Hoskins
BROCK HOSKINS

ATTEST:

By: _____
City Clerk

Title: EXEC VP

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, environmental, design, AHTD permits, and bidding services for the improvements to Cato Springs Trail. Improvements will consist primarily of the extension of Cato Springs Trail approximately 2.3 miles from Town Branch Trail to the Fayetteville Regional Park with lighting, crossings under existing bridge structures at I-49, Highway 112, A&M Railroad and Cato Springs Road and new bridges over Cato Springs Branch and the Fulbright Expressway main lanes.

2.2 Surveys

2.2.1 Design Surveys

Garver will provide field survey data for designing the project, and this survey will be tied to the City's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present along a 30-ft wide corridor along the centerline alignment as field located by the City. Garver will establish control points for use during construction.

2.2.2 Property Surveys

Garver will locate existing monumentation of the controlled access for the Fulbright Expressway and I-540 right of way as necessary to obtain permits from the AHTD. Garver will provide right-of-way drawings required for AHTD permitting. All other property survey will be performed by the City of Fayetteville.

2.3 Geotechnical Services

Garver will subcontract with Grubbs, Hoskyn, Barton & Wyatt to provide geotechnical investigations and recommendations for the foundation design of the new bridges and retaining wall structures. Borings will be performed at the following locations:

- North abutment of I-49 bridge over Cato Springs Road – Three (3) borings to 30 to 40-ft in depth at abutment.
- New Bridge over Fulbright Expressway – Three (3) borings to 40-ft in depth.
- East abutment of Cato Springs Road bridge over Fulbright Expressway – One (1) boring to 30-ft in depth.
- Existing A&M Railroad bridge over Cato Springs Branch – Two (2) Hand holes.
- West abutment of Cato Springs Road bridge over Cato Springs Branch – Two (2) borings to 40-ft in depth.
- New Bridge over Cato Springs Branch – Two (2) borings to 40-ft in depth.

2.4 Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at the conceptual, preliminary and final stages of development. Garver shall conduct coordination among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish final plans to the following agencies: AHTD, ADEQ, USCOE, USFWS for their review and comment.

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

2.5 Environmental Services

Garver will perform wetland delineation for the entire project. Garver will work to obtain the appropriate environmental permits for the project from the US Army Corps of Engineers and to obtain clearance from the US Fish and Wildlife Service (USFWS).

In addition, Garver will provide design of the BMP devices and stream bank stabilization as necessary to meet or exceed the requirements of the City of Fayetteville Streamside Protection Ordinance.

2.6 Drainage Study

Garver will utilize the existing HEC-HMS and HEC-RAS hydrologic models for the design of a new bridge across the Cato Springs Branch Creek to be located north of Cato Springs Road and the crossings under the existing A&M Railroad facility and Cato Springs Road. Modeling parameters, such as areas, slopes, drainage paths, and distances will be obtained from Owner-provided planimetric contour maps and aerial photos and verified by field investigations. Runoff characteristics for non-developed areas will be based on current land-use plans.

Garver will utilize the modified HEC-RAS hydraulic model for design of the creek crossing and trail construction within the designated FEMA floodplain/floodway to achieve a "No-Rise" in the water surface elevation during the 100-year rainfall event. The remainder of the drainage system for the project will be designed in accordance with the City of Fayetteville Drainage Criteria Manual.

Garver will develop a drainage report including the following:

- Existing HEC-HMS model data.
- HEC-RAS modified model results and supporting data.
- Drainage Computations for all minor crossings

Garver will coordinate with the COE to acquire a Nationwide permit for the portions of the trail to be constructed within the jurisdictional boundaries of the Cato Springs Branch Creek and tributaries.

2.7 Schematic Study

The existing railroad truss bridge will be analyzed to determine the feasibility of refurbishment and conversion to a pedestrian bridge across Cato Springs Branch. Study will include a structural analysis of the substructure, recommendations of improvements, and an opinion of probable construction costs. A cost comparison will be provided for a new bridge installation.

2.8 Lighting

Trail lighting will be provided along the full alignment of the trail, including all bridges and tunnels.

The Owner's existing standard trail light fixture will be the specified fixture in design. However, the Owner's existing typical spacing of 80-foot on center light fixture separation will be studied to determine if the spacing is ideal for the standard fixture. This study will be conducted as a typical section of at least 4 light fixtures along a straight path of typical trail width, typical mounting height, and typical offset from the trail. The study will recommend the ideal spacing for the fixtures in order to meeting Illuminating Engineering Society of North America (IESNA) recommended illumination criteria for the trail usage and location. The newly recommended spacing will be the spacing used for

all straight section light fixture layout along the trail. The design will slightly adjust the spacing around curves and bends in the trail to compensate for light distribution as the recommendation of the Engineer.

In addition to the typical section study, lighting calculations, fixture recommendations, and study will be provided for each tunnel and bridge section. The standard trail fixtures will be used for the bridge sections, unless terrain or structural challenges prevent their usage. In this case, Garver will commence dialog with the Owner to determine an acceptable alternative. Lighting design of the railroad tunnel will utilize the fixture used on prior projects under other railroad tunnels. For all other tunnels, Garver will recommend a fixture for use based on the performance of the fixture and compatibility with other fixtures used by the Owner. All fixtures used on the project will be LED unless otherwise approved by the Owner.

Garver will coordinate with the electrical utility to provide electric service to the new lighting. The quantity and location of services will be determined during a site visit and coordination with the utility and will be designed to best serve the lighting while minimizing voltage drop.

The Owner's standard trail light poles will be designed to be installed with the standard pole foundation methods used in prior projects. Light fixtures that are not the Owner's standard trail light pole will be designed to be installed by mounting to a structural component (retaining wall, embankment, or tunnel ceiling) or will be designed for a foundation adequate for the fixture and pole as determined by a registered structural engineer.

2.9 Conceptual Design (30% Submittal)

The conceptual design phase submittal will include typical sections, plan & profile sheets showing horizontal alignment, bridge improvements to the existing railroad truss bridge if applicable, new bridge layouts, major drainage structures, existing utilities, conceptual lighting study memo report, recommended mitigation for work within the City stream bank protection zones, right-of-way requirements, Drainage Study preliminary results, and an opinion of probable construction cost. The City of Fayetteville will provide the typical section to be utilized for the design of the trail. This conceptual submittal will represent 30 percent of final construction contract plans and will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project.

Garver will prepare exhibits and will attend one public meeting. Garver's exhibits for this public meeting will address the City's conceptual design comments. The exhibits will include a current set of full-sized plans and foam display boards at a 1"=20' scale, utilizing aerial photographs and property information. In addition, Garver will attend a meeting with the AHTD to discuss the conceptual alignment and proposed work within the AHTD right-of-way.

Garver will furnish plans to all known utility owners potentially affected by the project.

Garver will prepare a conceptual lighting study memo report detailing the results of all lighting studies and including proposed fixtures for use in areas where the Owner's standard trail lighting fixture cannot be used. Lighting layout plans will not be provided at this design stage, but will be provided during Preliminary Design following Owner's approval of the memo report.

2.10 Preliminary Design (60% Submittal)

The preliminary design phase submittal will include typical sections, plan & profile sheets showing horizontal and vertical alignment, bridge improvements to the existing railroad truss bridge or design of a new bridge at this location, a new bridge across Fulbright Expressway, and crossings under existing bridges at I-49, A&M Railroad, and Cato Springs Road. In addition, plans will include drainage improvements, lighting layout plans, electrical circuit and conduit routing plans, general lighting details, maintenance of traffic plans, signing and striping, Drainage Study, COE Nationwide

permit draft, AHTD permit draft and an opinion of probable construction cost.

Garver will conduct coordination with the electric utility to determine appropriate service point locations for serving the trail lighting.

The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will not begin final design until the preliminary design is approved by the Owner in writing.

2.11 Final Design

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

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

2.12 Property Acquisition Documents

Property acquisition documents will be prepared by the City of Fayetteville.

2.13 Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare and submit Advertisement for Bids to the City of Fayetteville. City of Fayetteville will pay advertising costs outside of this contract.
2. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
3. Support the contract documents by preparing addenda as appropriate.
4. Participate in a pre-bid meeting if necessary.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.
8. Prepare construction contracts.

2.14 Construction Phase Services

Construction Phase Services is excluded from this agreement. The scope of fee for Construction Phase Services may be inserted by amendment to this agreement at a later date

2.15 Project Deliverables

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

1. Two (2) copies of the preliminary Drainage Report and two (2) copies of the final Drainage Report.
2. Two (2) copies of the Geotechnical Report.
3. Two (2) copies of the of the Schematic Study and Conceptual Lighting Study.
4. Three (3) copies of the Conceptual Design with opinion of probable construction cost.
5. One copy of the Conceptual and Preliminary Plans to each potentially affected utility company.
6. Three (3) copies of the Preliminary Design with opinion of probable construction cost.

7. Three (3) copies of the Final Design with opinion of probable construction cost.
8. Three (3) copies of the revised Final Design with opinion of probable construction cost.
9. One (1) copy of the revised Final Plans to each potentially affected utility company.
10. Three (3) copies of the AHTD controlled access right-of-way documents.
11. Electronic files as requested.

2.16 Extra Work

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Pavement Design.
4. Design of any utilities relocation.
5. Retaining walls or other significant structural design beyond that required for the bridge structures, under the existing bridges & railroad, and the roof structure under the railroad.
6. Construction materials testing.
7. Wetlands mitigation plans or other work related to historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Construction Phase Services, As-builts, and Services after construction, such as warranty follow-up, operations support. Lighting modeling and study beyond of that mentioned in the scope above, including full modeling of the entire trail as a whole component.
10. Electrical design beyond that required for the trail lighting, including receptacle, emergency call-box, security camera, and/or aesthetic lighting design.
11. Roadway or street lighting design.
12. Electrical removal or demolition of any type.
13. Permitting Fees.

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

2.17 Schedule

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

<u>Phase Description</u>	<u>Calendar Days</u>
Surveys – Design	75 days from start date
Schematic Study	60 days from start date
Geotechnical Engineering	30 days from approval of Schematic Study
Conceptual Design (30%)	45 days from approval of Schematic Study
Preliminary Design (60%)	60 days from approval of Schematic Design
Final Design (90%)	60 days from approval of Preliminary Design
Property Acquisition Documents	60 days from approval of Preliminary Design
Final Construction Documents (100%)	15 days from approval of Final Design



APPENDIX B

**City of Fayetteville - Cato Springs Trail
 Garver Hourly Rate Schedule**

Classification	Rates
Engineers / Architects	
E-1.....	\$ 94.00
E-2.....	\$ 108.00
E-3.....	\$ 132.00
E-4.....	\$ 153.00
E-5.....	\$ 187.00
E-6.....	\$ 234.00
M-1.....	\$ 309.00
Planners / Environmental Specialist	
P-1.....	\$ 113.00
P-2.....	\$ 141.00
Designers	
D-1.....	\$ 87.00
D-2.....	\$ 102.00
D-3.....	\$ 122.00
D-4.....	\$ 141.00
Technicians	
T-1.....	\$ 68.00
T-2.....	\$ 87.00
T-3.....	\$ 105.00
Surveyors	
S-1.....	\$ 42.00
S-2.....	\$ 55.00
S-3.....	\$ 75.00
S-4.....	\$ 107.00
S-5.....	\$ 141.00
S-6.....	\$ 161.00
2-Man Crew (Survey).....	\$ 172.00
3-Man Crew (Survey).....	\$ 214.00
2-Man Crew (GPS Survey).....	\$ 192.00
3-Man Crew (GPS Survey).....	\$ 234.00
Construction Observation	
C-1.....	\$ 83.00
C-2.....	\$ 106.00
C-3.....	\$ 130.00
C-4.....	\$ 159.00
Management/Administration	
M-1.....	\$ 309.00
X-1.....	\$ 54.00
X-2.....	\$ 73.00
X-3.....	\$ 102.00
X-4.....	\$ 139.00

APPENDIX B

CITY OF FAYETTEVILLE CATO SPRINGS TRAIL

FEE SUMMARY

Title I Services	Estimated Fees
<i>Geotechnical Services (GBHW)</i>	\$28,800.00
<i>Record Research (Elite Title - 16 Parcels)</i>	\$2,800.00
<i>Utility Marking (ARKUPS)</i>	\$600.00
Environmental Handling/Documentation	\$17,800.00
Surveys (Design & AHTD)	\$80,300.00
Drainage Study	\$5,300.00
Conceptual Design	\$33,700.00
Preliminary Design	\$34,200.00
Preliminary Electrical Submittal	\$17,700.00
Final Electrical Submittal	\$13,500.00
Final Design	\$88,500.00
Property Acquisition Documents	\$0.00
Bidding Services	\$5,000.00
Subtotal for Title I Services	\$328,200.00
Title II Services	
<i>Construction Materials Testing</i>	\$0.00
Construction Phase Services	\$0.00
Subtotal for Title II Services	\$0.00

APPENDIX B

**CITY OF FAYETTEVILLE
CATO SPRINGS TRAIL**

SURVEYS

WORK TASK DESCRIPTION	E-2	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	3-Man Crew (GPS Survey)
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Coordination and Administration	2	8					
Field Locate Route	8	8					
Establish Horizontal and Vertical Control		12		20	20		
Topographic Surveys (25-30-ft wide)		18		30	60		
Locate Utilities		2	4	32			
Hydrographic Surveys (2 Streams)		2		40			
Data Processing/DTM Preparation		8	40				
QA/QC							
Subtotal - Surveying	10	58	44	122	80	0	0
2. Surveys - Property							
Coordination and Administration		4					
Coordination		16		24	16		
AHTD Permitting		40		40	20		
Data Processing		8	8				
Subtotal - Surveying	0	68	8	64	36	0	0
Hours	10	126	52	186	116	0	0
Salary Costs	\$1,080.00	\$17,766.00	\$5,564.00	\$31,992.00	\$22,272.00	\$0.00	\$0.00
SUBTOTAL - SALARIES:							\$78,674.00
DIRECT NON-LABOR EXPENSES							
Document Printing/Reproduction/Assembly	\$76.00						
Survey Supplies	\$100.00						
Aerial Photography	\$0.00						
Travel Costs	\$1,450.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:							\$1,626.00
TOTAL FEE:							\$80,300.00

APPENDIX B

CITY OF FAYETTEVILLE
CATO SPRINGS TRAIL

ENVIRONMENTAL

WORK TASK DESCRIPTION	E-5	E-2	P-2	P-1	T-1	- Select Category -	- Select Category -
	hr	hr	hr	hr	hr	\$0.00	hr
1. Environmental - Wetland Delineation							
Delineation				20			
GPS Mapping and GIS Editing				14			
Jurisdictional Determination Report				24	4		
Coordination with City	1			2			
Subtotal - Wetland Delineation	1	0	0	60	4	0	0
2. Environmental - 404 Permitting							
Determination of Impacts		2		6	2		
Section 404 Nationwide Permit Application Pkg.		1		16	4		
USACE Coordination				4			
Subtotal - 404 Permitting	0	3	0	26	6	0	0
2. Environmental - SWPPP							
E&SC Plans				30	4		
SWPPP Report		1		18			
USFWS Coordination for SWPPP				1	1		
ADEQ Coordination & Addressing Any Comments				4	1		
Subtotal - SWPPP	0	1	0	53	6	0	0

Hours	1	4	0	139	16	0	0
Salary Costs	\$187.00	\$432.00	\$0.00	\$15,707.00	\$1,088.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$17,414.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$40.00
Postage/Freight/Courier	\$18.00
Office Supplies/Equipment	\$0.00
Survey Supplies	\$18.00
GPS Equipment	\$280.00
Travel Costs	\$30.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$386.00

TOTAL FEE: \$17,800.00

**APPENDIX B
 CITY OF FAYETTEVILLE
 CATO SPRINGS TRAIL**

DRAINAGE STUDY

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	T-1
	\$187.00 hr	\$153.00 hr	\$132.00 hr	\$108.00 hr	\$94.00 hr	\$87.00 hr	\$68.00 hr
1. Civil Engineering							
Review and modify HEC-HMS hydraulic model provided by City for Cato Springs Branch				8			
Review and modify HEC-RAS hydraulic model provided by City for Cato Springs Branch		2		18			
Cato Springs Tributary Crossing Comps				10			
Prepare draft and final report for City and COE	1			8			
Subtotal - Civil Engineering	1	2	0	44	0	0	0
Hours	1	2	0	44	0	0	0
Salary Costs	\$187.00	\$306.00	\$0.00	\$4,752.00	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$5,245.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$40.00
Postage/Freight/Courier	\$15.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$55.00

TOTAL FEE: \$5,300.00

APPENDIX B

**CITY OF FAYETTEVILLE
CATO SPRINGS TRAIL**

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	E-1	E-5	E-4	E-3	E-2	E-1	T-2	T-1
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Typical Sections					1			2
Plan & Profile Sheets		2			18	24		20
Drainage Improvements					10	12		8
Streambank Protection Zone Mitigation					4	6		4
Utility Companies Coordination					8	4		
Meetings/Coordination with City		4			12			
Opinion of Probable Construction Cost		6			6	8		
Public Meeting/AHTD Meeting		2			6			
QC Review								
Subtotal - Civil Engineering	0	14	0	0	65	54	0	34
2. Structural Engineering								
Prefabricated Truss Bridge (Over Fulbright Expressway)								
Cost Comparison (One Span Or Two Spans)		1	2		4			
Conceptual Layout		1	4		8		8	
Sections		1	2		4			
Opinion Of Probable Costs		1	2		4			
Railroad Bridge Rehabilitation/Replacement								
Field Investigation		8			8			
Existing Superstructure And Substructure Evaluation		1	2		4			
Cost Comparison (New Structure Or Rehab.)		1	2		4			
Conceptual Layout		1	4		4		8	
Opinion Of Probable Costs		1	2		4			
Structure With Roof Underneath RR Bridge								
Conceptual Layout And Plans		1	2		4		8	
Retaining Wall Underneath I-540								
Sections		1	2		4		8	
Opinion Of Probable Costs		1	2		4			
Subtotal - Structural Engineering	0	19	26	0	56	0	32	0
Hours	0	33	26	0	121	54	32	34
Salary Costs	\$0.00	\$6,171.00	\$3,978.00	\$0.00	\$13,068.00	\$5,076.00	\$2,784.00	\$2,312.00
SUBTOTAL - SALARIES:		\$33,389.00						
DIRECT NON-LABOR EXPENSES								
Document Printing/Reproduction/Assembly		\$200.00						
Postage/Freight/Courier		\$20.00						
Travel Costs		\$91.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$311.00						
TOTAL FEE:		\$33,700.00						

APPENDIX B
CITY OF FAYETTEVILLE
CATO SPRINGS TRAIL
PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preliminary Plans							
Typical Sections					2	4	4
Plan & Profile Sheets		2			20	24	30
Cross Sections					8	20	
Drainage Improvements					14	26	8
Striping & Signing Plans					4	4	8
Maintenance of Traffic Plan					8	12	6
Coordination with Geotechnical Subconsultant					2		
Coordination and Meetings with City		8			12		
Opinion of Probable Construction Cost					4	8	
QC Review		2			2		
Subtotal - Civil Engineering	0	12	0	0	76	98	56
2. Structural Engineering							
Prefabricated Truss Bridge (Over Fulbright Expressway)							
Preliminary Bridge Layout		1	2		8		4
Bridge Typical Section		1	2		4		4
Barrier Wall Cross-Sections and Elevation View		1	2		4		4
Railroad Bridge Rehabilitation/Replacement							
Preliminary Bridge Layout		1	2		8		4
Bridge Typical Section		1	2		4		4
Structure With Roof Underneath RR Bridge							
Preliminary Foundation Layout		1	2		8		4
Preliminary Structure Elevation View		1	2		4		4
Retaining Wall Underneath I-540							
Preliminary Retaining Wall Elevation & Cross-Sections		1	2		8		4
Structural Specifications							
Preliminary Opinion Of Construction Cost	1	2	4		8		
Subtotal - Structural Engineering	2	8	14	0	40	0	28
Hours	2	20	14	0	116	98	84
Salary Costs	\$468.00	\$3,740.00	\$2,142.00	\$0.00	\$12,528.00	\$9,212.00	\$5,712.00
SUBTOTAL - SALARIES:							
DIRECT NON-LABOR EXPENSES							
Document Printing/Reproduction/Assembly		\$320.00					
Postage/Freight/Courier		\$0.00					
Travel Costs		\$78.00					
SUBTOTAL - DIRECT NON-LABOR EXPENSES:							
TOTAL FEE:							

\$33,802.00

\$398.00

\$34,200.00

APPENDIX B

**CITY OF FAYETTEVILLE
CATO SPRINGS TRAIL**

PRELIMINARY ELECTRICAL SUBMITTAL

WORK TASK DESCRIPTION	E-5	E-4	E-1	T-1	X-1
	hr	hr	hr	hr	hr
1. Preliminary Electrical Submittal					
Coordination with City		2			
General Team Coordination		4	4	2	
Utility Coordination					
Utility Standards Design		2	4		
Utility Site Visit		6	6		
Preliminary Lighting Layout Plans					
Standard Trail Lighting Layout		2	8	8	
Railroad Underpass Lighting Layout and Details		1	4	6	
I-49 Underpass Lighting Layout and Details		1	2	6	
Details		1	2	6	
Cato Springs Branch Bridge Lighting Layout and Details		1	2	6	
I-49 Ramp Bridge Lighting Layout and Details		1	2	6	
Conduit Routing Plans		2	2	8	
One Lines and Panel Schedules		2	6	8	
General Details		2	4	8	
Structural Coordination with Prefab Bridge Design		1	2		
Electrical Calculations		2	6	4	
Quantities		1	6		
Opinion of Probable Construction Cost		1	4		
QC Review	2	6	2	2	
Review with City		2			
Subtotal - Electrical Engineering	2	40	66	70	0
Hours	2	40	66	70	0
Salary Costs	\$374.00	\$6,120.00	\$6,204.00	\$4,760.00	\$0.00
SUBTOTAL - SALARIES:	\$17,458.00				
DIRECT NON-LABOR EXPENSES					
Document Printing/Reproduction/Assembly	\$190.00				
Computer Modeling/Software Use	\$0.00				
Travel Costs	\$52.00				
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$242.00				
TOTAL FEE:	\$17,700.00				

APPENDIX B

**CITY OF FAYETTEVILLE
CATO SPRINGS TRAIL**

FINAL ELECTRICAL SUBMITTAL

WORK TASK DESCRIPTION	E-5	E-4	E-1	T-1	X-1
	hr	hr	hr	hr	hr
1. Final Electrical Submittal					
Incorporate City Comments		1	4	8	
General Team Coordination		2	2	2	
Utility Coordination		1	2		
Lighting Design Modifications		1	4		
Final 90% Plan Updates					
Lighting Installation Plans		2	8	8	
Conduit Routing Plans		1	4	4	
Location Specific Details		2	10	16	
General Details		1	4	4	
Civil and Structural Coordination		1	2		
Revise Electrical Calculations			2		
Specifications		2	6		
Quantities		1	3		
Opinion of Probable Construction Cost		1	1		
QC Review	1	4	2	2	
Review with City		2			
Incorporate City Comments / Final Plan and Specification Changes		1	2	2	
Final QC Review	1	2	2		
Sign Final Documents		1	2	2	
Subtotal - Electrical Engineering	2	26	60	48	0
Hours	2	26	60	48	0
Salary Costs	\$374.00	\$3,978.00	\$5,640.00	\$3,264.00	\$0.00
SUBTOTAL - SALARIES:		\$13,256.00			
DIRECT NON-LABOR EXPENSES					
Document Printing/Reproduction/Assembly	\$215.00				
Travel Costs	\$29.00				
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$244.00			
TOTAL FEE:		\$13,500.00			

APPENDIX B

**CITY OF FAYETTEVILLE
CATO SPRINGS TRAIL**

FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	T-1
	\$234.00 hr	\$187.00 hr	\$153.00 hr	\$132.00 hr	\$108.00 hr	\$94.00 hr	\$87.00 hr	\$68.00 hr
1. Civil Engineering								
Final Plans								
Typical Sections					1	1		
Plan & Profile Sheets					20	32		18
Cross Sections					8	10		4
Maintenance of Traffic Plan					4	6		2
Drainage Improvements					10	12		4
Streambank Protection Zone Mitigation					6	8		8
Striping & Signage Plans					2	4		4
Typical Details					4	8		12
Coordination with Utility Companies					4	6		
Coordination and Meetings with City		8			12			
Coordination with AHTD		4			10			
Specifications/Contract Documents					10	14		
Quantities					6	8		
Opinion of Probable Construction Cost					2	4		
QC Review		2			2			
Subtotal - Civil Engineering	0	14	0	0	101	113	0	52
2. Structural Engineering								
Prefabricated Truss Bridge (Over Fulbright Expressway)								
Final Bridge Layout	1	2	4		12		8	
Abutments/Piling Design		2	4		12			
Bent Design		2	4		12			
Abutments Details		1	2		4		8	
Bent Details		1	2		4		8	
Truss Typical Section		1	1		2		4	
Boring Logs		1			2		2	
Joint Details		1	2		4		8	
Barrier Wall Analysis and Details	1	2	8		14			

Barrier Wall Sections Details																						
Barrier Wall Layout (Plan and Elevation Views)																						
Railroad Bridge Rehabilitation/Replacement																						
Final Substructure/Deck Analysis And Design	1																					
New Timber Stringer Analysis And Design	1																					
Final Bridge Layout																						
Final Typical Section	1																					
Substructure Strengthening Details	1																					
Rail Design And Details	2																					
Boring Logs	1																					
Abutments and Wingwalls Modifications & Details	2																					
Joint Details	1																					
Structure With Roof Underneath RR Bridge																						
Foundation Design And Details	2																					
Columns and Roof Design And Details	2																					
Retaining Wall Underneath I-540																						
Retaining Wall Analysis And Design	1																					
Retaining Wall Sections Details	1																					
Retaining Wall Layout (Plan and Elevation Views)	1																					
Quantities																						
General Notes																						
Opinion Of Final Construction Cost																						
Structural Specifications																						
Subtotal - Structural Engineering	6				36				95	0		240	0		113	341	0		136	136	0	
Hours	6	50	95	0	0	341	113	136	52													
Salary Costs	\$1,404.00	\$9,350.00	\$14,535.00	\$0.00	\$0.00	\$36,828.00	\$10,622.00	\$11,832.00	\$3,536.00													

SUBTOTAL - SALARIES: \$88,107.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$300.00
Postage/Freight/Courier	\$22.00
Travel Costs	\$71.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$393.00

TOTAL FEE: \$88,500.00

APPENDIX B

**CITY OF FAYETTEVILLE
CATO SPRINGS TRAIL**

BIDDING SERVICES

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-1	X-1
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders				2			
Addendums/Inquiries				4			
Pre-Bid Meeting				3			
Bid Opening	1			2			
Prepare bid tabulation				2			
Evaluate bids and recommend award	0.5			2			
Prepare construction contracts				3			
Notice to Proceed				1			
Subtotal - Civil Engineering	1.5	0	0	19	0	0	0
2. Structural Engineering							
Addendums/Inquiries	0.5	3		6			
Subtotal - Structural Engineering	0.5	3	0	6	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
RFI's			2		4		
Addendums			2		4		
Subtotal - Electrical Engineering	0	0	4	0	8	0	0
Hours	2	3	4	25	8	0	0
Salary Costs	\$374.00	\$459.00	\$528.00	\$2,700.00	\$752.00	\$0.00	\$0.00
SUBTOTAL - SALARIES:	\$4,813.00						
DIRECT NON-LABOR EXPENSES							
Document Printing/Reproduction/Assembly		\$150.00					
Postage/Freight/Courier		\$0.00					
Travel Costs		\$37.00					
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$187.00						
TOTAL FEE:	\$5,000.00						