

City of Fayetteville Staff Review Form

2014-0342

Legistar File ID

8/19/2014

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

Chris Brown

7/25/2014

Engineering /  
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment #1 to the contract with McClelland Consulting Engineers, Inc. and a Budget Adjustment, in the amount of \$90,610 for design and related services for relocation and replacement of the existing sanitary sewer main along the Zion Road project, from Vantage Drive to Crossover Road.

Budget Impact:

5400.5700.5314.00

Water/Sewer

Account Number

Fund

06035.2750

Zion Rd. sewer relocates

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 90,610.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 90,610.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 83-14

ENTERED  
8-1-14 DM

Original Contract Number: 2323

Approval Date: \_\_\_\_\_

ENTERED  
8/4/14  
PA

Comments:

*PA* 8/4/14

Paul a. Decker 8-5-2014

Don Ma 8-5-14

*Richard J. ...*



## CITY COUNCIL AGENDA MEMO

### MEETING OF AUGUST 5, 2014

**TO:** Mayor and City Council

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

**FROM:** Chris Brown, City Engineer

**DATE:** July 25, 2014

**SUBJECT:** Approval of Contract Amendment No. 1 with McClelland Consulting Engineers, Inc. and a Budget Adjustment for Sanitary Sewer Improvements related to the Zion Road Project, from Vantage Drive to Crossover Road.

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### RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the contract with McClelland Consulting Engineers, Inc. and a budget adjustment in the amount of \$90,610 for design and related services for relocation and replacement of the existing sanitary sewer main along the Zion Road Project, from Vantage Drive to Crossover Road.

### BACKGROUND:

Zion Road from College Avenue to Highway 265 is included in the Transportation Improvement Bond Program.

The first phase of construction between College Avenue and Vantage Drive was completed in 2008. In 2013, the second phase, between Vantage Drive and Highway 265, was approved for funding through the bond program. Zion Road is shown on the City of Fayetteville Master Street Plan as a collector street running between College Avenue (Highway 71B) and Crossover Road (Highway 265) and provides an east-west connection between these two highways. The cross section will be a two and three lane section with bike lanes and 5' sidewalks on both sides.

On May 6, 2014, the Fayetteville City Council approved a contract with McClelland Consulting Engineers, Inc. for the design of the second phase of Zion Road.

### DISCUSSION:

Since the design contract was approved, the City has received the draft of the Wastewater Collection System 2014 Master Plan Update as prepared by RJN Group, Inc. In this update, the sanitary sewer main along Zion Road from Old Missouri Road to Crossover Road is recommended for upsizing. This upsizing is recommended to eliminate predicted overflows and to reduce surcharge in the sanitary sewer system under future build-out conditions through the

year 2030. Staff recommends that this work be done in conjunction with the roadway improvements that are planned in this area to minimize the construction costs and the disruption to traffic and properties.

Under this contract amendment, McClelland Consulting Engineers, Inc. will include in their scope of services the preliminary and final design and related services for the relocation and upsizing of the sanitary sewer main along Zion Road. The increase in the contract amount will not exceed \$90,610 for a revised total contract amount of \$462,006.00.

**BUDGET/STAFF IMPACT:**

This street improvement contract will be paid from funds available in the Transportation Improvement Bond Program. The total budget for this project is \$4.65 million.

The additional contract amount for the contract amendment will be paid from Water and Sewer Funds.

**Attachments:**

Engineering Agreement  
Budget Adjustment Form

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

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$90,610.00 TO PROVIDE FOR DESIGN AND RELATED SERVICES FOR SANITARY SEWER RELOCATION AND IMPROVEMENTS ALONG A PORTION OF ZION ROAD, AND TO APPROVE A BUDGET ADJUSTMENT

**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 an amendment to the contract with McClelland Consulting Engineers, Inc. in an amount not to exceed \$90,610.00 to provide for design and related services for sanitary sewer relocation and improvements along a portion of Zion Road.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached hereto as Exhibit "A".

**PASSED and APPROVED** this 19<sup>th</sup> day of August, 2014.

APPROVED:

ATTEST:

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

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

**City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)**

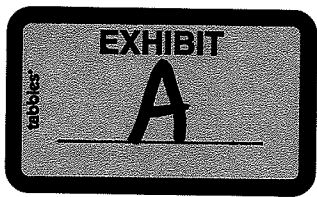
<b>Budget Year</b> 2014	<b>Division:</b> Engineering <b>Dept.:</b> Development Services <b>Requestor:</b> Chris Brown	<b>Adjustment Number</b>
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**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:**

Approval of Amendment #1 to the contract with McClelland Consulting Engineers, Inc. and a Budget Adjustment in the amount of \$90,610 for design and related services for the relocation and replaement of the existing sanitary sewer main along the Zion Road project, from Vantage Drive to Crossover Road.

<b>RESOLUTION/ORDINANCE</b>	<b>COUNCIL DATE:</b> 8/19/2014
	<b>LEGISTAR FILE ID#:</b> 2014-0342
	_____
	_____
	<b>Budget Director</b> _____ <b>Date</b> _____
	<b>TYPE:</b> _____
	<b>DESCRIPTION:</b> _____
	<b>GLDATE:</b> _____
	<b>POSTED:</b> _____ / _____

<b>TOTAL</b>							v.20140716
	<u>                    -                    -</u>						
	<u>        Increase / (Decrease)</u>		<u>Project.Sub#</u>				
<u>Account Number</u>	<u>Expense</u>	<u>Revenue</u>	<u>Project</u>	<u>Sub</u>	<u>AT</u>	<u>Account Name</u>	
5400.5700.5815.00	(90,610)	-	11011	1	EX	Sewer Improvements	
5400.5700.5314.00	90,610	-	06035	2750	EX	Professional Services	
	-	-					
	-	-					
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# Sub Project Maintenance Form

**Sub Project Request:** New SubProject  
 Project Number : 06035  
 Sub Project Number : 2750  
 Sub Project Title (40 char) : Zion Sewer relocates 20 Char Le  
 Sub Project Abbv (15 char) : \_\_\_\_\_  
 Sub Project Status : Active  
 Sub Project Division : Engineering  
 Scheduled Start Date : 9/1/2014 *MM/DD/YYYY*  
 Scheduled Ending Date : 9/1/2015 *MM/DD/YYYY* 20150901  
 Actual Start Date : \_\_\_\_\_ *MM/DD/YYYY*  
 Actual Ending Date : \_\_\_\_\_ *MM/DD/YYYY*

GLACCOUNT#	Account Description	<i>Need Setup</i>	Add/Delete	<i>Add to PCARD</i>
<u>5400.5700.5314.00</u>	<u>Professional Services</u>	_____	<u>Add</u>	<u>N/A</u>
<u>5400.5700.5815.00</u>	<u>Sewer improvements</u>	_____	<u>Add</u>	<u>N/A</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Description/Justification of Request**

Transportation bonds will be used to widen Zion Road (Vantage to 265). Water/Sewer plans to upgrade the sewer lines in conjunction with the widening.

Peggy Bell 07232014  
 Requested By

\_\_\_\_\_  
 Entered By

**AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES  
CITY OF FAYETTEVILLE  
FAYETTEVILLE, ARKANSAS**

**CONTRACT AMENDMENT NO.1**

**Zion Road Improvements**

This Contract Amendment No.1, dated, \_\_\_\_\_, 2014 shall amend the original contract between the CITY OF FAYETTEVILLE, ARKANSAS and MCCLELLAND CONSULTING ENGINEERS, INC., (ENGINEER) dated May 6th, 2014 for professional engineering services in connection with the Zion Road Roadway Improvements Project, from North Vantage Drive to North Crossover Road (Hwy 265), (the "Project"). This Contract Amendment No.1 adds professional engineering services for the Design Phase Services, as described herein.

The contract is hereby modified as follows:

**SECTION 2 - BASIC SERVICES OF ENGINEER**

The following Sections supersede corresponding Sections in the original contract.

General

- 2.1 .1 The Scope of Services to be furnished by the ENGINEER during the remainder of the Design Phase is included in Appendix A attached hereto and made part of this Agreement.

**SECTION 5 - PAYMENTS TO ENGINEER**

Compensation

- 5.1 CITY OF FAYETTEVILLE shall pay ENGINEER an amount not to exceed \$462,006 in accordance with the provisions described in the following paragraphs, as well as described in Appendix C. Appendix C-2 provides a detailed summary of the Original and Amendment Fees. CITY OF FAYETTEVILLE shall pay ENGINEER for time spent on the

project at the rates shown in attached Appendix C, Exhibit 1, for each classification of ENGINEER's personnel plus reimbursable expenses, including but not limited to printing, courier service, reproduction, and travel. The rates shown in Exhibit 1 will be increased annually. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

5.1.1 Topographic Survey

For the Topographic Survey associated with the sanitary sewer relocation design described herein, CITY OF FAYETTEVILLE shall pay ENGINEER an amount estimated to be \$9,812.

5.1.2 Design

For the Design associated with the sanitary sewer relocation described herein, CITY OF FAYETTEVILLE shall pay ENGINEER an amount estimated to be \$68,400.

5.1.3 Construction Administration


For the Bidding Services described herein, CITY OF FAYETTEVILLE shall pay ENGINEER an amount estimated to be \$11,398.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of MCCLELLAND CONSULTING ENGINEERS, INC., and has been executed on behalf of the CITY OF FAYETTEVILLE in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

MCCLELLAND CONSULTING ENGINEERS, INC

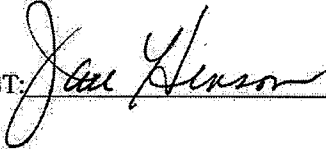
By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: VICE PRESIDENT

ATTEST: \_\_\_\_\_

ATTEST: 



## APPENDIX 'A'

### SCOPE OF SERVICES

#### PROFESSIONAL SERVICES AGREEMENT

#### CITY OF FAYETTEVILLE, ARKANSAS

#### ZION ROAD; NORTH VANTAGE DRIVE TO NORTH CROSSOVER ROAD (HWY 265)

##### 1. Scope of Project

- a. Construct, reconstruct, widen and overlay Zion Road between North Vantage Drive located to the west and North Crossover Road, aka. Hwy 265, to the east, a distance of approximately 5, 500 linear feet.
- b. Design as a collector street having a combination of two (2) and three (3) lane sections, with turn lanes. Two lane sections shall be 30' wide F.O.C, to include two 5' wide bike lanes. Both driving lanes shall be 10' wide. Three lane sections shall be 41' wide F.O.C, to include two 5' wide bike lanes. Both driving lanes shall be 10' wide and the center lane 11' wide.
- c. Evaluate an alternative intersection to the existing "T" intersection at Old Missouri Road, in the way of a mini roundabout.
- d. Street improvements are to include an asphalt street surface, concrete curb and gutters, an underground drainage system, bike lanes and sidewalks.
- e. The relocation and/or installation of a new 12" water line facility owned by the CITY OF FAYETTEVILLE is to be included in the design and street construction contract.
- f. The design to upgrade and relocate an existing 10" dia. sanitary sewer line to a new 15" dia. sanitary sewer over approximately 3,600 LF, and owned by the CITY OF FAYETTEVILLE, is to be included in the Zion Road Roadway Improvement contract. The sanitary sewer relocation will commence at the east side of North Crossover Road, aka Hwy 265, and extend west to a section of existing sanitary sewer located some 600 LF west of Old Missouri Road, which is routed to the south-west from Zion Road to East Cinnamon Way. See scope of improvement on aerial image shown in Appendix A-2.
- g. Undertake the design to relocate approximately 700 LF of existing 4" sanitary sewer force main located at the western end of the project, if the new street

alignment and associated elevations either result in a conflict or, result in an unacceptable depth of cover to the force main.

- h. Coordinate street design and construction facilities with franchise utility companies' relocations to ensure adequate space for all facilities and timely relocations.
- i. Related regulatory agency permits (including Arkansas Highway and Transportation Department and others) and resolving environmental issues (including wetlands and others) are included, as needed.
- j. Prepare construction phasing plans necessary to maintain continued traffic flow at all times, unless agreed otherwise with the CITY OF FAYETTEVILLE.
- k. Prepare exhibits and documentation for public meetings to obtain citizen input and to obtain alignment approval by the CITY OF FAYETTEVILLE.
- l. Provide related design services including but not limited to design surveys, property surveys, geotechnical investigations and right of way acquisition documents.

## 2. **Basic Services**

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

## 3. **Topographic Surveys**

- a. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm inlets and piping and other features within 40 feet of centerline plus additional structures from parcels from which acquisition will be made.
- c. Locate all utilities, including water and sanitary sewer, including sanitary sewer force main, routed within the existing street right-of-way, or in close proximity to. See also Section 5, "Utility Surveys & Coordination" below.
- d. Cross section centerline at 50 foot intervals, plus breaks, for a width of 80 feet to define existing conditions. Cross section intersecting streets for the lengths designated for inclusion in the project.
- e. Profile existing driveways.

- f. Cross section areas in the vicinity of drainage channels. Determine flow line elevations of all drainage facilities (pipes, inlets, ditches, etc.).
- g. Set temporary bench marks at approximately 1,000 foot intervals.
- h. All survey work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

#### 4. **Right-of-Way Surveys**

- a. CITY OF FAYETTEVILLE will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points.
- e. All survey work and related right-of-way work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

#### 5. **Utility Surveys and Coordination**

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility. In the event the utility owner cannot or will not perform the excavation to expose the utility facilities, the ENGINEER will arrange to have the necessary excavation performed. Prior to performing the excavation, the ENGINEER will coordinate the excavation operations with the utility owner and require that a representative of the utility

owner be present during the excavation activities. The costs associated with this work shall be reimbursed by the CITY OF FAYETTEVILLE.

- c. Using utility field survey data, plot existing utilities on plans.
- d. Attend meetings with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. A CITY OF FAYETTEVILLE representative will arrange all meetings with utility companies, unless otherwise agreed.
- e. Review utility adjustment plans and costs with CITY OF FAYETTEVILLE to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY OF FAYETTEVILLE to accommodate utility relocations, including identification of utility easements on right-of-way plans. Final plans shall indicate the location and extent of proposed utility relocations.

## **6. Geotechnical Investigations**

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY OF FAYETTEVILLE criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. A minimum of five (5) test pits shall be provided for in the areas of full street reconstruction. In areas of road widening, a portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Four (4) borings shall be drilled within the existing roadway to terminal depths of five (5) feet below existing grade. Existing pavement sections and encountered subgrade soils will be sampled by the test pits and borings.
- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY OF FAYETTEVILLE of suspected hazardous substances encountered.
- d. From soil samples, determine locations for further sampling (anticipate fill areas and inadequate soil removal areas are to be excluded) for load bearing strength (CBR) tests. CBR tests are to be done on representative subgrade soils.
- e. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather

conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, utilization of geotextile/geogrid materials for stabilization, and/or other construction methods or materials to achieve a stable subgrade.

- f. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

## **7. Conceptual Design Phase**

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet.
- b. Prepare plans and data including the following information:
  - (1) Survey data, centerline and stations, existing improvements, boring locations, bench marks, existing and proposed right-of-way, temporary construction easements and structures.
  - (2) Proposed centerline, pavement configuration, and profile grades for streets. Identify bike lane, greenspace and sidewalk locations.
  - (3) Establish typical pavement sections.
  - (4) Soils boring information including existing pavement sections. Soils laboratory data, including CBR tests, are not required in the concept phase.
  - (5) Drainage information on concept plans shall include approximate location, size and type of structures and storm drain systems. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50 and 100 year design storms. CITY OF FAYETTEVILLE will provide storm water data, as available, for primary drainage ways.
  - (6) Prepare opinions of probable costs for primary and alternate designs including unit cost and total cost.
  - (7) Identify water and sanitary sewer facilities requiring relocation.
  - (8) Provide report outlining recommendations, summarizing criteria, calculations, and other project information.

- (9) Prepare exhibits for public meeting to show final street alignment, curb lines, intersections with cross streets, typical paving sections with sidewalks and other improvements, cross sections at crucial intervals to depict extent of cut and fill slopes, and other pertinent information . Exhibits are to be scroll maps on existing aerial photos at a scale of 1 inch equals 100 feet.
- (10) Attend and conduct one public meeting to provide information, answer questions and obtain input from the public.
- (11) Prepare and provide a summary of public input obtained at meeting and alternative actions to address and/or resolve issues presented by the public.

**8. Preliminary Design Phase**

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
  - (1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets. Show curb and gutters, bike lanes, greenspace, sidewalks, driveways, drainage facilities, and other proposed features and elements.
  - (2) Design and prepare typical street paving sections for all streets.
  - (3) Plot existing cross sections, including driveway and cross streets.
  - (4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations.
  - (5) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure details. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
  - (6) Prepare plans and details of water and sanitary sewer facilities which require relocation to accommodate construction of the street and drainage improvements.
  - (7) Provide list of Engineer-developed details to be incorporated into plans.

- (8) Draft preliminary notes on plans to fully describe the construction work to be performed.
  - (9) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
  - (10) Prepare preliminary storm water and erosion control plans.
  - (11) Prepare draft copy of special provisions (special conditions) to the construction specifications.
  - (12) Prepare cost estimates for preliminary design.
  - (13) Provide design documentation including calculations and support data.
- b. Prepare right-of-way plans to include the following:
- (1) Plans to be drawn at 1" = 50' scale or larger scale.
  - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, addresses, utility easements, temporary construction easements and related information.
  - (3) Provide complete information on plans for, and prepare legal descriptions for, acquisition of rights-of-way and easements including residual or severed tracts. Prepare easement and right of way acquisition documents utilizing standard CITY OF FAYETTEVILLE forms.
  - (4) Provide tabulation of tracts, ownerships, and areas (permanent and temporary construction easements) for each acquisition.
- c. Attend monthly design progress meetings with CITY OF FAYETTEVILLE.
- d. Provide written response to design review comments provided by CITY OF FAYETTEVILLE.

**9. Final Design Phase**

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, detours and other items.

- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing the CITY OF FAYETTEVILLE format and standard detail drawings where applicable
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY OF FAYETTEVILLE Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY OF FAYETTEVILLE standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form. Provide a computer disk containing the bid proposal form in accordance with CITY OF FAYETTEVILLE format(s).
- f. Prepare a recommendation of construction contract time.
- g. Prepare schedule of construction quality control testing.
- h. Revise and update the summary of pay quantities sheet as necessary.
- i. Prepare opinions of probable costs.
- j. Compile design summary to include complete calculations and design data.
- k. Attend monthly design progress meeting with CITY OF FAYETTEVILLE.
- l. Prepare written response to design review comments provided by CITY OF FAYETTEVILLE.

**10. Project Deliverables**

- a. Two copies of the Geotechnical Report.
- b. Two copies of the hydraulic modeling calculations and drainage design
- c. Three copies of the Concept Plans, design report and cost estimates.
- d. Three copies of the Preliminary Plans, design report, cost estimates and other supporting documents.



- e. One copy of the Preliminary Plans to each potentially affected utility company.
- f. Three copies of the Final Plans, design report, cost estimates and other supporting documents.
- g. Three copies of the revised Final Plans, design summary, cost estimates and other supporting documents.
- h. Provide one copy of the construction bid proposal on a computer disc.
- i. Provide one copy of the revised Final Plans to each potentially affected utility company.
- j. Three copies of the Final Plans and Specifications to the Contractor.
- k. Three copies of the right-of-way plans, easements and acquisition documents.
- l. Two copies of the approved shop drawings and submittals from the Contractor.
- m. One hard copy set of Record Drawings.
- n. Electronic files as requested.

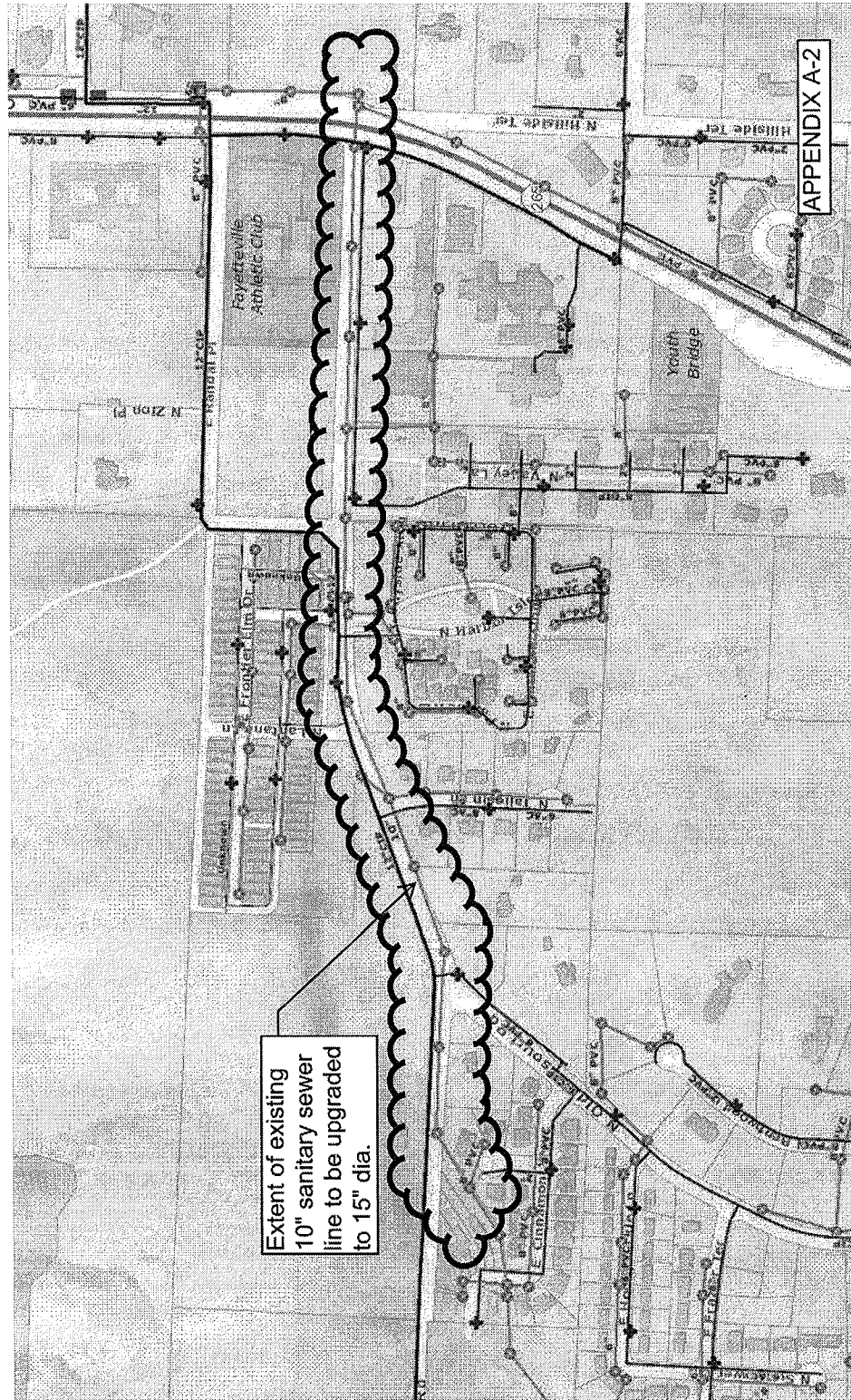
## **11. General**

- a. All street construction shall follow the guidelines described in the CITY OF FAYETTEVILLE Street Design Standards.
- b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the CITY OF FAYETTEVILLE.
- c. Record drawings shall be provided on computer disc in AutoCAD format in addition to the reproducible drawings.
- d. Attendance at one public meeting for discussion of route, design, and construction is included.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.

12. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the project schedule included as Appendix "B".
13. The ENGINEER should anticipate a 60 calendar day review period by the CITY OF FAYETTEVILLE between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
14. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.
15. The ENGINEER will provide construction contract administration including advertisement and opening of bids.
16. The ENGINEER will provide construction observation services if requested by the CITY OF FAYETTEVILLE. Full time observation shall be provided during installation of water and sanitary sewer lines, all other observation services shall be as required by the nature of the construction activities, minimum 50% attendance. Services may include;
  1. Attend pre-construction meeting
  2. General construction administration.
  3. Change order preparation and review.
  4. Pay request review.
  5. Submittal review.
  6. Final inspection.

Provision of this service is not included within the scope of this contract and, if required, shall be negotiated as a contract amendment between The CITY OF FAYETTEVILLE and the ENGINEER when required.

17. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

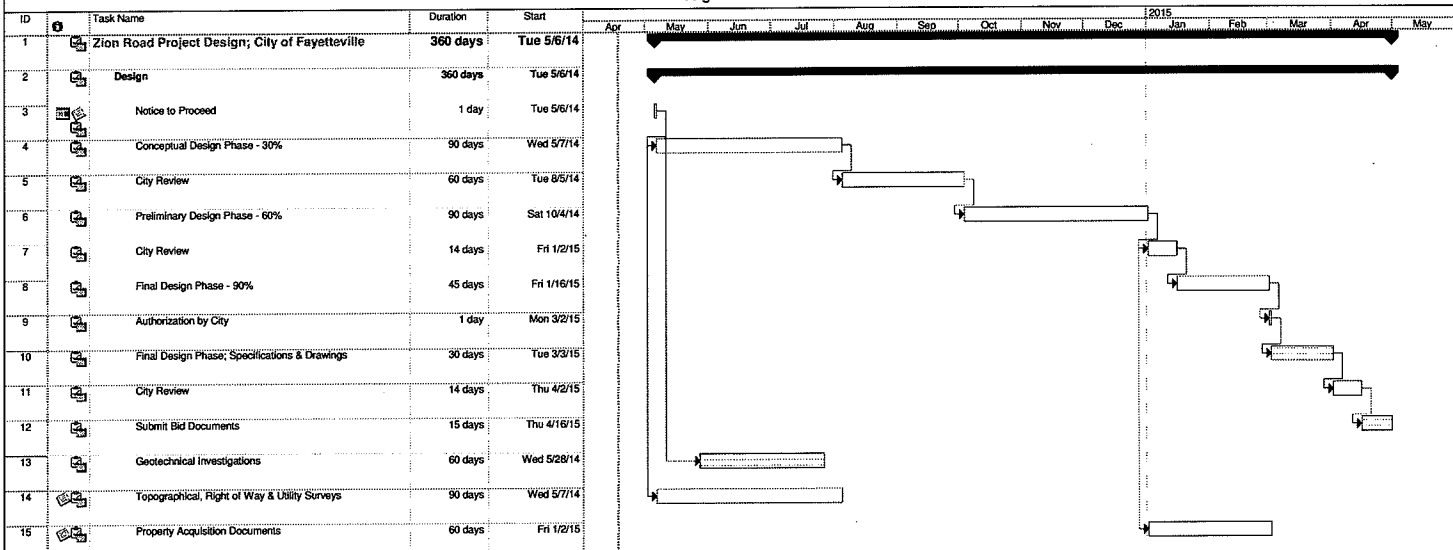


Extent of existing  
10" sanitary sewer  
line to be upgraded  
to 15" dia.

APPENDIX A-2

City of Fayetteville - Zion Road.  
 North Vantage Drive to North Crossover Road  
 Design Schedule

APPENDIX B



Project: Zion Road Project Design Sct  
 Date: Fri 4/18/14

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

\\192.168.1.2\K\2014\142118- Zion Road Phase II; Vantage to Crossover\Contracts\Zion Road Project Design Schedule.mpp, Fri 4/18/14

**APPENDIX "C"**

**COMPENSATION**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF FAYETTEVILLE, ARKANSAS**

**ZION ROAD;  
NORTH VANTAGE DRIVE TO NORTH CROSSOVER ROAD (HWY 265)**

- CITY OF FAYETTEVILLE shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- Basic Services: Payment by CITY OF FAYETTEVILLE based on ENGINEER's Hourly Rates shall approximate the following schedule. Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Topographic, Boundary Mapping and Construction Layout for ROW & Easements	\$ 86,916
Hydrological Evaluation	\$ 3,500
Environmental Surveys and Permits	\$ (N/A)
Conceptual Design Phase	\$ 66,392
Preliminary Design Phase	\$ 68,214
Final Design Phase	\$ 34,930
Water Relocation Design	\$ 24,000
Sanitary Sewer Upgrade	\$ 68,400
Property Acquisition Documents	\$ 36,000
Bidding Services	\$ 7,500
Construction Administration	\$ 43,654

Geotechnical Investigation/ Report	\$ 6,500
Easement Research & ARKUPS	\$ 6,000
Construction Observation	\$ (N/A)
<b>SUB-TOTAL Basic Services</b>	<b>\$ 452,006</b>

- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY OF FAYETTEVILLE prior to rendering of same. CITY OF FAYETTEVILLE shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- CITY OF FAYETTEVILLE shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY OF FAYETTEVILLE prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

<b>SUB-TOTAL Reimbursable Expenses</b>	<b>\$ 10,000</b>
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- The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed **\$ 462,006.**
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY OF FAYETTEVILLE prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

## Appendix C-2

### CITY OF FAYETTEVILLE ZION ROAD IMPROVEMENTS AMENDMENT No.1

#### FEE SUMMARY

<b>Basic Services</b>	<b>Original Contract</b>	<b>Amendment No. 1</b>	<b>Total</b>
Topographic, Boundary Mapping & Construction			
Layout for ROW & Easements	\$77,104	\$9,812	\$86,916
Hydrological Evaluation	\$3,500	\$0	\$3,500
30% Design	\$66,392	\$0	\$66,392
60% Design	\$68,214	\$0	\$68,214
Water Relocation	\$19,056	\$0	\$19,056
Sanitary Sewer Upgrade	\$0	\$41,035	\$41,035
90% Design	\$0	\$0	\$0
100% Design; Specs & Cost Estimate	\$34,930	\$0	\$34,930
Water Relocation	\$4,945	\$0	\$4,945
Sanitary Sewer Upgrade	\$0	\$27,365	\$27,365
Property Acquisition Documents	\$36,000	\$0	\$36,000
Bidding Services	\$7,500	\$0	\$7,500
Construction Administration	\$32,256	\$11,398	\$43,654
<b>Basic Services NTE Fee</b>	<b>\$349,896</b>	<b>\$89,610</b>	<b>\$439,506</b>
<b>Special Services</b>			
Geotechnical Investigation	\$6,500	\$0	\$6,500
Environmental Documentation	\$0		\$0
Easement Research & ARKUPS	\$5,000	\$1,000	\$6,000
<b>Special Services NTE Fee</b>	<b>\$11,500</b>	<b>\$1,000</b>	<b>\$12,500</b>
<b>Grand Total</b>	<b>\$361,396</b>	<b>\$90,610</b>	<b>\$452,006</b>
<b>Reimbursable Expenses</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$10,000</b>
<b>Total NTE Fee</b>	<b>\$371,396</b>	<b>\$90,610</b>	<b>\$462,006</b>



Exhibit "1"

2013 - 2014  
McCLELLAND CONSULTING ENGINEERS, INC.  
\*STANDARD HOURLY RATES  
As of December 1, 2013

Clerical	\$45.00 - \$65.00
Construction Observer	\$55.00 - \$97.00
Chief Draftsman	\$68.00 - \$78.00
Draftsman	\$50.00 - \$69.00
Engineering Technician	\$55.00 - \$95.00
Geotech Engineer	\$84.00 - \$127.00
Principal Engineer	\$127.00 - \$175.00
Project Engineer	\$82.00 - \$128.00
Sr. Project Engineer	\$110.00 - \$120.00
Environmental Scientist/Designer	\$93.00 - \$105.00
Landscape Architect	\$60.00 - \$109.00
Media Specialist	\$55.00 - \$65.00
Project Accountant	\$60.00 - \$105.00
Project Manager	\$115.00 - \$135.00
Sr. Project Manager	\$127.00 - \$143.00
Registered Land Surveyor	\$100.00 - \$110.00
Soils Lab Supervisor	\$75.00 - \$127.00
Soils Lab Technician	\$42.00 - \$56.00
Specification Writer	\$48.00 - \$61.00
Survey Party Chief	\$75.00 - \$80.00
Survey (2 man or Robotic) Crew	\$107.00 - \$143.00
Survey (3 man) Crew	\$135.00 - \$175.00
Survey Field (1 Man or Rodman)	\$76.00 - \$80.00
Survey Technician	\$75.00 - \$95.00
Water Lab Supervisor	\$68.00 - \$85.00
Expenses	@ Cost
Mileage	56.5/mi
	current IRS rate

*\* Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*