

May 25, 2017

Mr. Craig Light, P.E., City Engineer City of Jonesboro 300 S. Church Street Jonesboro, AR 72401

RE: PROPOSAL FOR HIGHWAY 49 AT PARKER ROAD INTERSECTION IMPROVEMENTS JOB 100879

Dear Mr. Light:

Fisher & Arnold, Inc. is pleased to submit the following Scope of Work and Proposal for providing design and final construction documents for the Highway 49 at Parker Road Intersection Improvements Project. The proposed improvements would include the following: addition of a third northbound (NB) thru lane on Highway 49 (beginning approximately 700 feet south of Parker Road and terminating in a dedicated right-turn lane at the Interstate 555 southbound (SB) ramp terminal; addition of a NB right-turn deceleration lane terminating at Parker Road (length approximately 300' including taper; addition of a second eastbound (EB) left-turn lane on Parker Road, addition of a second southbound (SB) left-turn lane on Highway 49; separate the westbound (WB) thru and left-turn movements on Parker Road; addition of a second eastbound (EB) travel lane on Parker Road between Highway 49 and Highway 141 (Culberhouse Street); and the addition of a second eastbound (EB) thru lane to the west leg of Parker Road. The Scope of Work is more particularly described as follows:

NEPA Environmental Document Preparation (Title 1)

F&A proposes to prepare environmental documents in the form of an expected Categorical Exclusion (CE) to meet the AHTD and FHWA process. The CE will be developed in accordance with applicable regulations. The various subtasks to be addressed in this component will include the following:

- 1. Purpose and Description
- Mapping
- 3. Technical Noise Study
- 4. Endangered Species
- 5. Fish and Wildlife
- 6. Floodplain
- 7. SHPO/Historical Resources Impacts
- 8. Bicycle and Pedestrian Impacts
- 9. Hazardous Materials / Sites Study
- 10. Prepare CE Document for Submittal to AHTD
- 11. Amend CE Document per ADEQ Comments as required to obtain approval

TOTAL FEE (NOT-TO-EXCEED)\$17,126.73

Task Deliverables:

Environmental Document (Two hard copies and an electronic copy to the City).

9180 Crestwyn Hills Drive Memphis, TN 38125

901.748.1811

Fax: 901.748.3115

Toll Free: 1.888.583.9724

NEPA Exclusions

It is anticipated that formal public involvement (project web-site and public involvement plan) will not be required for the NEPA phase of the project. The proposed scope includes preparation and attendance for one public meeting during the course of the project at a time determined by the City.

Any permitting, application, or similar project fees will be paid directly by the City.

ROADWAY DESIGN (TITLE 1) - For Alternative 2 (AHTD Memo Dated March 31, 2017)

- 1. Project Administration
- 2. Title Sheet
- 3. Typical Sections
- 4. Create Plan & Profile Sheets
- 5. Horizontal Alignment
- 6. Vertical Alignment
- 7. Run Pattern Lines
- 8. Cut Existing and Final Cross Sections
- 9. Property Strip Map
- 10. Legal Descriptions
- 11. Drainage Design
- 12. Maintenance of Traffic Plan
- 13. Signing and Pavement Marking Plan
- 14. Traffic Signal Design
- 15. Erosion Control Plans
- 16. Lighting Plans
- 17. Pavement Design Recommendation
- 18. Plan Submittals (30%, 60%, 90%)
- 19. Revise Plans Per Reviews
- 20. Item Nos./Quantity Calculations
- 21. Prepare Cost Estimate (60% & 90%)
- 22. QA/QC of Plans
- 23. Public Meeting and Exhibits
- 24. Meetings, Correspondence, etc. (Meetings to occur monthly during the course of the design phase)

Task Deliverables: Deliverables will include Preliminary Plans (30%) and Right-of-Way Plans (60%) which will include Plats and Descriptions, 90% Construction Plans, and Final Construction Plans.

Design Exclusions

This fee does not include time for performing any field surveys, including drafting of survey topo. At time of this proposal, it is our understanding that all survey required for this project will be completed by AHTD. Our proposal is based on the assumption that all necessary survey files required for the design of this project will be supplied by AHTD.

Additionally, no traffic studies and development of traffic signal timings are included in the proposed scope.

BID PHASE (Title II)

| Answer questions from contractors during bid phase Issue addenda Attend Bid Opening Review and certify bids for construction | | |
|---|-------------------------------------|--|
| 5. Issue letter of recommendation for acceptance of bid | | |
| TOTAL FEE (NOT-TO-EXCEED) | | |
| SUMMARY OF COSTS (TITLE 1): | | |
| NEPA DESIGN | \$17,126.73 \$ <u>165,938.46</u> | |
| SUBTOTAL PLANS LABOR AND OVERHEAD | \$183,065.19 | |
| DIRECT COSTS (TITLE 1): Miscellaneous Expense (Mileage, Printing, Deliveries, Mail, etc.) | \$1,275.50 | |
| Geotechnology, Inc. | \$16,684.41 | |
| PanAmerican | \$4,422.67 | |
| Enercon | \$3,605.00 | |
| Bowlby & Associates | \$3,757.92 | |
| EDR | <u>\$500.00</u> | |
| SUBTOTAL DIRECT COSTS | <u>\$30,245.50</u> | |
| TOTAL TITLE I (NOT-TO-EXCEED FEE) | \$213,310.69 | |
| TITLE II SUMMARY: | | |
| BID PHASE (Title II) | \$5,435.20 | |
| DIRECT COSTS (Title II) | <u>\$21.40</u> | |
| TOTAL TITLE II (NOT-TO-EXCEED FEE) | \$5,456.60 | |
| PROJECT GRAND TOTAL (NOT-TO-EXCEED) | \$ <u>218,767.29</u> | |

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

FISHER & ARNOLD, INC.

Richard E. Gafford, P.E.

Vice President

REG/mkg

Cc: Mr. Mark Nichols, P.E.

Mr. John Pankey, P.E.

Failure To Complete Work On Time

Time is an essential element of the Agreement and it is important that the work be pressed vigorously to completion in accordance with the proposed project schedule. The cost to the Owner (City of Jonesboro) of the administration of the Agreement will be increased as the time occupied in the work is lengthened. Loss will accrue to the public due to delayed completion of the design and construction documents.

This being the case the Owner reserves the right to withhold payment from the Consultant for failure to perform services in a timely manner as per the mutually agreed upon schedule for factors within the Consultant's control. Payment will be withheld from the Consultant until the Owner is satisfied that the Consultant is progressing towards meeting the agreed upon schedule or upon completion of the project.

The Owner and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Owner, the Owner's consultants, reviews by governing agencies, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Owner. If the Owner becomes aware of any delays or other causes that will affect the Consultant's schedule, the Owner shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted

Terms and Conditions

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination.

The fees shown in this proposal are based on the Owner agreeing to limit the Professional's liability for all planning, engineering and analytical services to the Owner due to the Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, please sign the acceptance of this proposed Letter Agreement in the space provided below and return it to us.

| Mr. Craig Light, P.E. May 25, 2017 Page 6 | | |
|---|------|--|
| ACCEPTED BY: CITY OF JONESBORO, AR | | |
| Name | Date | |
| Title | | |

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