AGENDA ITEM HISTORY SHEET

ITEM TITLE
"Stivers Drainage Improvement."

AGENDA NO. 14

AGENDA DATE: 5/17/2024

FUNDING CERTIFICATION (Finance Director) (Signature, if applicable)

515 - 0140 - 5816

MANAGEMENT STAFF REVIEW (Signature)

MAYOR (Signature)

ITEM HISTORY (Previous Council reviews, action related to this item, and other pertinent history)

Residents of Springhill Manor West Subdivision have been vocal to the city on stormwater issues. The proposed scope of work is a design to eliminate this section of worries. his area remains wet the entire year causing erosion to yards and street infrastructure. The scope of work goes beyond city boundaries to Hurricane Lake Estates where the water discharges.

ITEM COMMENTARY (Background discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Task Order #2 from DCI and a project area map. The project description is "Stivers Drainage Improvement." The task order includes full drainage design to include possible down stream improvements, easement acquistion, boundary and survey. We did not include a bid phase because we will be performing the work in-house.

DCI has an active "Master Service Agreement" with the City, which waives the bidding requirement. which waives the bidding requirement. My opinion is to set a do not exceed PO for $80,000.00.

(This section to be completed by the Mayor)

ACTION PROPOSED (Motion for Consideration)

Motion to approve or deny the scope of work.

DCI
DEVELOPMENT
CONSULTANTS
INCORPORATED

Task Order #2 – Stivers Drainage Improvements

DATE: May 15, 2024

1. PROJECT DESCRIPTION

DCI has been requested to perform survey and design services for the City of Bryant along Stivers Blvd. A drainage analysis will be necessary to determine the appropriate improvements. The subject area has a low spot in the road that needs to be directed to the existing stream and determine the cleanout necessary for the stream to adequately handle the flow.

2. SCOPE OF SERVICES

A. Topographic & Boundary Survey

DCI will provide a current Boundary Topographic Survey for the subject area. The survey will be prepared to Arkansas State minimum standards and drawing will include the following information:

i. The area, dimensions, and locations of parcels in the areas including and adjacent to the drainage improvements.
ii. Legal description of the parcel, and land area.
iii. Existing improvements on and within 25 feet of the subject property and including adjacent streets.
iv. Existing easements and rights-of-way, alleys, and streets of record of which the surveyor is made aware or is shown in the title commitment or abstractor research acquired by DCI.
v. Observed evidence of encroachments from or over adjacent property lines and easement lines.
vi. Locations of available public utilities as evidenced by above ground features, utility company markings, private utility locator markings, and other utility plans or maps provided to DCI.
vii. Storm drains and sanitary sewer structures of the project area, size, and material. / Storm drains and sanitary sewer structures within the project area with existing flowlines, size, material and direction of flow.
viii. One-foot contour intervals on and within 25 feet of the subject property.
ix. Trees of 6 inches and above within the project area.
x. Flood Plain limits digitized from available FEMA maps, or DFIRM data, if applicable.
xi. Channel and storm system data downstream of subject area for drainage modeling.
xii. Zoning setbacks and requirements as per zoning regulation for the subject area.
xiii. The Surveyor's certification prepared for the benefit of buyer, seller, mortgagee and title companies.
xiv. Vicinity map.

The fee for providing the Boundary and Topographic Survey outlined above is $21,000.00, lump sum.

B. Drainage Design Plans and Specifications

2200 North Rodney Parham Road, Suite 220 · Little Rock, Arkansas 72212 · Telephone 501-221-7880 · Fax 501-221-7882
609 West Dickson Street, Suite 205A · Fayetteville, Arkansas 72701 · Telephone 479-444-7880 · Fax 479-251-8210

i. DCI will perform a drainage analysis to develop design options for improving drainage conditions without adverse effects to the downstream areas.
ii. Prepare working drawings:
    - Demolition Plan.
    - Grading and Drainage Plan.
    - Plan and profile plans.
    - Utility Coordination Plan.
    - Site Dimensioning Plan.
    - Erosion Control Plans (three phased plans).
iii. Plans will be submitted to the City for review at 30%, 60%, 90%, and 100% design phases.
iv. Provide a site walk through review meeting after 60% plans have been submitted.
v. Provide written specifications for design work produced by this office and coordinate with your architect / your office for comprehensive a project manual.
vi. Prepare an Opinion of Probable Cost using the City's format with 60%, 90%, and 100% plan submittals. Opinion of Probable Cost to include:
    - Estimated Quantities
    - Unit Costs
    - Total Construction Cost
vii. Prepare a project design time schedule and update as required to establish a schedule for the required submittals.
viii. Attend meetings as requested by the City.

The fee for the Drainage Design Plans and Specifications services outlined above is estimated to be between $32,000 and $39,000 and will be charged hourly not to exceed the maximum estimated range.

C. Easement Exhibits
i. Prepare easement exhibits for adjoining private properties as may be required to construct the project.

The fee for providing the above Easement Exhibits is $600 per exhibit and 28 easements are estimated for this project to $16,800.

3. COMPLETION SCHEDULE

The schedule for this will be determined at the kick-off meeting.

4. COMPENSATION

DCI will prepare and submit invoices to for services the City at completion upon completion of the follow project milestones; topographic and boundary survey, 30%, 60%, and 100% designs. Schedule of salary ranges included in section 4.b of the Master Services Agreement executed on 01/08/2024 will apply to this task order. Fees for additional services that become necessary during the course of this project may be arranged on an hourly or negotiated fee basis, whichever is most appropriate for the specific tasks required.

5. REIMBURSABLE EXPENSES

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A. Abstractor research necessary to complete the survey work and to properly identify adjoining ownership entities, easements, dedications and abandonments of record. ($800)

B. Utility location services to be provided by ArkUps to locate underground utility lines within the project work area. ($1200)

C. Mileage ($400)

AUTHORITY TO EXECUTE CONTRACT. The undersigned officials of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Each party hereby certifies to the other that any necessary resolutions or other documentation extending said authority have been duly passed are now in full force and effect.

DEVELOPMENT CONSULTANTS, INC.:

_____

Caroline Fox, PE
Civil Engineer

WITNESS:

_____

Name:_____

CITY OF BRYANT, ARKANSAS

_____

Tim Fournier
Public Works Director, City of Bryant

WITNESS:

_____

Name:_____

Stivers Drainage Improvements



MASTER SERVICES AGREEMENT
BY AND BETWEEN

DEVELOPMENT CONSULTANTS, INC.
2200 N. RODNEY PARHAM ROAD, STE 220; LITTLE ROCK, AR 72212

AND

THE CITY OF BRYANT, ARKANSAS
PUBLIC WORKS DEPARTMENT

THIS AGREEMENT entered into as of this 8TH day of JANUARY 20 24, by and between Development Consultants, Inc., a corporation organized and existing under the laws of the State of Arkansas, hereinafter referred to as "DCI" and City of Bryant, Arkansas, hereinafter referred to as the "CITY".

WHEREAS, the CITY is in the business of public services, and has selected DCI under an Annual Statement of Qualifications process to render design and other engineering services, including property surveys and descriptions and the preparation of drawings and specifications and other contract documents suitable for obtaining competitive bids.

WHEREAS, DCI shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of such professional services as may be necessary to accomplish work required to be performed under this agreement.

NOW, THEREFORE, parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. DCI shall perform, as requested by the CITY and accepted by DCI, the services outlined in Task Order(s) entered into under this agreement. DCI shall furnish all necessary management, supervision, personnel, equipment, tools, materials, and supplies (except as may be otherwise stipulated in the Task Order) reasonably necessary to provide the work as outlined in the Task Order.
2. TIME PERFORMANCE AND COMPLETION DATE. The services of DCI are to commence upon the date of the execution of the applicable Task Order and to follow the schedule outlined therein.
3. FORCE MAJEURE. In no event shall either DCI or the CITY be held responsible for delay caused by or is the result of causes beyond the control of the other party due to an occurrence commonly known as a "force majeure," including, but not limited to: acts of God, fire, flood, or other natural catastrophe; acts of any governmental body, labor dispute or shortage, national emergency, insurrection, riot, or war.
4. COMPENSATION. The CITY shall compensate DCI for services in such a manner as described in the applicable Task Order. Payments shall be negotiated and agreed upon in the Task Order as one-time or partial payments at increments detailed in the applicable Task Order.

a. **Estimates.** Any estimates provided for cost of construction, financing, and acquisition of land and rights-of-way shall be made in accordance with good engineering practices and procedures. It is understood, however, that **DCI** has no control over construction costs, competitive bidding, and market conditions, nor over costs of financing, acquisition of land or rights-of-way, and **DCI** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.

b. **Salaries.** The following schedule covers the classification of personnel and the salary rate for all personnel anticipated to be assigned to this project for the year 2024. A salary schedule for subsequent years will be provided to the client and an amendment to this agreement at the beginning of the relevant year.

SCHEDULE OF SALARY RANGES FOR 2024

PERSONNEL	DOLLAR/HR.
Principal Civil Engineer, PE	$232.00
Senior Civil Engineer, PE	$217.00
Civil Engineer, PE	$196.00
Civil Engineer II	$175.00
Civil Engineer I	$160.00
Engineering Technician	$145.00
Principal Landscape Architect, PLA	$222.00
Landscape Architect, PLA	$191.00
Landscape Architect II	$165.00
Landscape Architect I	$150.00
Principal Land Surveyor	$201.00
Land Surveyor, PLS	$180.00
Survey Technician	$145.00
Survey Party Chief	$108.00
Survey Crew Member	$93.00
Administrative	$103.00

c. **Reimbursables**. Cost of materials, supplies, printing and reproduction, mileage, and other travel expenses will be reimbursed on an actual cost basis. **DCI** will submit receipted statements for reimbursables with applicable invoice.

5. **CHANGES.** Any changes to this agreement shall be in writing, signed by both parties hereto.

6. **SUSPENSION OR TERMINATION.** In the event that the work is terminated or suspended by the **CITY** prior to its completion, **DCI** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension.

7. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.

Exhibit A Sample Task Order

8. ENTIRE AGREEMENT. This agreement and the resulting Task Order(s) constitute the whole agreement between the parties with respect to the subject matter contained herein.

9. INDEMNITY. DCI shall indemnify and save harmless the CITY from any claims, losses, lawsuits, or expenses caused directly by DCI's sole negligent acts, errors, or omissions in the performance of this agreement.

10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Arkansas.

11. COMPLIANCE WITH LAWS. DCI shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.

12. SEVERABILITY. In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or work of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect as if such invalid or unconstitutional provision was not originally a part of this Agreement.

13. WORK PRODUCTS. All work papers, documents, reports, maps, graphic displays, plans, diagrams, and statistics produced by DCI in the execution of the services and work under this Agreement are Work Products and become property of the CITY upon payment of said service. However, any reuse of the Work Products by the CITY without prior written authorization by DCI, other than the specific intended purpose of this Agreement, will be the CITY's sole risk. DCI shall be entitled to retain copies of all project deliverables developed for this Agreement for DCI's records and use.

14. ACCESS TO WORK AND RECORDS. DCI shall grant the CITY access at reasonable times to DCI's facilities where work under this Agreement is being performed. DCI shall maintain all of its records relating to this Agreement and any resulting Task Order(s) which shall be made available to the City upon request for up to five (5) years after termination of this Agreement.

15. PROPRIETARY INFORMATION. Any methodology employed by DCI which was not created because of this Agreement shall be deemed proprietary and shall remain confidential, to the extent permissible under Arkansas law, unless specific prior written approval for disclosure of such information otherwise is given by DCI. Methodologies or inventions conceived solely by employees of the CITY shall belong exclusively to the CITY. Methodologies or inventions conceived jointly by the parties hereto under work done under this Agreement shall be subject to further agreement of the parties so as to properly recognize each party's respective rights in such joint methodologies and inventions.

16. NON-DESCRIMINATION. DCI agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or

genetic information, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.

17. **ASSIGNMENT.** This agreement and any resulting Task Order(s) shall not be assigned or transferred by either party without the prior written consent of the other.

18. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by low or under this terms and conditions.

19. **INSURANCE.** Unless otherwise required in this Agreement, the **CITY** and **DCI** shall, during the performance of services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Worker's Compensation	Statutorily required amounts
Employer's Liability	$1,000,000 Bodily Injury by Accident (Each occurrence) $1,000,000 Bodily Injury by Disease (Policy Limit) $1,000,000 Bodily Injury by Disease (Each Person)
Comprehensive General Liability	$1,000,000 Each Occurrence for bodily injury and property damage $1,000,000 Products/ Completed Operations Aggregate $1,000,000 General Aggregate over all interests
Comprehensive Automotive Liability	$1,000,000 Combined Single Limit (including coverage for owned, non-owned and hired vehicles)
Professional Liability	$1,000,000 (Each claim)

20. **INDEPENDENT CONTRACTOR.** **DCI** acknowledges that it is furnishing the services specified herein as an independent contractor, and not as an employee or agent of the **CITY** or any of its affiliates.

21. CAPTIONS. All captions contained in this Agreement are inserted only as a matter or convenience and in no way define, limit or extend the scope or intent of this Agreement.

22. PUBLIC ANNOUNCEMENTS. No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.

23. CONTACT PERSON FOR DCI.

Caroline Fox, PE
2200 N Rodney Parham Rd. Suite 220
Little Rock, AR 72212
(501) 221-7880

24. CONTACT PERSON FOR THE CITY.

Name: Tim Fournier
Title: Public Works Director

Address: 210 SW 2nd St. Bryant AR 72022

Phone: (501) 366-7614

E-mail: TFournier@CityofBryant.com

25. AUTHORITY TO EXECUTE CONTRACT. The undersigned officials of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Each party hereby certifies to the other that any necessary resolutions or other documentation extending said authority have been duly passed are now in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement to be executed and delivered as of the day and year written first above.

DEVELOPMENT CONSULTANTS, INC.:

Ben Kuddes, PE
Vice President, Principal Engineer

WITNESS:

Name: Caroline Fox

CITY OF BRYANT, ARKANSAS

Tim Fournier
Public Works Director, City of Bryant

WITNESS:

Name: Moriah Winkel

EXHIBIT A
Task Order #X - Sample Task Order
DATE: January 1, 2024

1. PROJECT DESCRIPTION

2. SCOPE OF SERVICES
   A.
   B.
   C.

3. DELIVERABLES

4. COMPLETION SCHEDULE

5. COMPENSATION

6. ADDITIONAL INFORMATION

DEVELOPMENT CONSULTANTS, INC.:

WITNESS:

Ben Kuddes, PE
Vice President, Principal Engineer

Name:

CITY OF BRYANT, ARKANSAS

WITNESS:

Tim Fournier
Public Works Director, City of Bryant

Name: