

**HALFF**<sup>®</sup>

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**PROFESSIONAL SERVICES  
AGREEMENT**

**PROJECT**

**NAME:** Stone Dam Creek Trail

**CLIENT:** City of Conway

**ADDRESS:** 100 East Robins, Conway, AR 72032 (501) 450-6165

hereby requests and authorizes HALFF Associates, Inc. to perform the following Services:


**SCOPE OF SERVICES:** SEE EXHIBIT A – SCOPE OF SERVICES  
SEE EXHIBIT B – HOURLY RATE SCHEDULE  
SEE EXHIBIT C – STANDARD TERMS AND CONDITIONS

**COMPENSATION to be on a basis of:**

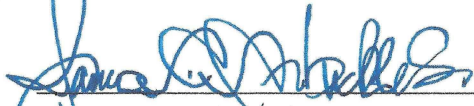
hourly rates as defined in the attached hourly rate schedule with a not to exceed amount of \$ 179,246.55. These rates includes charges for professional services, which will be provided by HALFF and all outside sources and an estimate of expenses. Should actual expenses exceed the estimated amount, HALFF will submit a statement within thirty (30) days of completion of Services for such expenses. Additional Services authorized in writing or otherwise confirmed by Client will be billed in addition to the amount as provided in Paragraph 3 of Exhibit B.

The parties agree to the Provisions provided in Exhibit B of this authorization.

Accepted for **CLIENT**

By:   
Name: Bart Castleberry  
Title: Mayor  
Date: 11/29/17

Accepted for **HALFF Associates, Inc.**

By:   
Name: JAMES E. ARBUTNOT, SR.  
Title: VICE PRESIDENT  
Date: 11/6/17

## Exhibit A – Scope of Work

### Project Scope

The work will generally consist of four tasks including survey, concept plan, preliminary plans, final plans and right of way documents of a 1 mile addition to Stone Dam Creek Trail. The overall project limits for the City's project are generally defined as beginning at the west end of the existing trail's terminus at Mimosa Drive and terminating at South German Lane to the east. Halff Associates will provide design of approximately one mile of asphalt trail with parking lots at the Copper Cove subdivision and on the east end at South German Lane. The parking area on the east end will also include a concrete pad for a bike rental area. Preliminary plans will include providing options to the City for the trail crossings at South Donaghey Avenue and South German Lane.

### Phase 1

Phase 1 will include collecting data and developing four concept options for the project. The following tasks are anticipated.

#### Task 1 – Survey

Provide topographic survey along the south side of Stone Dam Creek from Mimosa Drive to South German Lane. Survey data will be provided in accordance with City of Conway requirements and standards and will include the following subtasks:

- Establish project control
- Provide topographic survey of all surface features within the project areas identified above
- Title search
- Locate all subsurface structures/utilities and overhead utilities, including their easements and/or rights-of-way within the project limits
- Confirm ROW and property corners within the project corridor per property boundaries provided by the city.
- Determine existing right-of-way from title information provided by title company per original plats.
- Acquisition documents or permanent easements will be prepared as needed.

#### Task 2 – Concept Plans (30% Complete)

A conceptual plan will be developed showing the approximate layout of the improvements and approaches, along with proposed modifications to access locations and parking for surrounding properties along the trail. The layout will also address the trail intersection with South Donaghey Road and the trail terminus at South German Road. Providing sidewalk access to the Woodland Springs subdivision will also be included. The layout will be imposed on an aerial image/survey of the area. Preliminary layouts for the trail crossing at South Donaghey Avenue will include the following options:

**Option 1: Bridge modifications for Trail Crossing Under Existing South Donaghey Bridge**

**Scope:**

- Soil nail retaining wall at existing embankment
- Retaining wall Plan and Profile
- Retaining wall Design
- Site specific geotech report
- A hydraulic analysis by others to determine wall configuration is acceptable

**Assumption/Exclusions:**

- Existing bridge plans will be provided
- Wall type will be soil nail

**Option 2: Hawk Signal for Trail Crossing South Donaghey**

**Scope:**

- Hawk Signal at Donaghey south of Stone Dam Creek

**Option 3: Bridge Replacement for Trail Crossing South Donaghey**

**Scope:**

- Bridge plans for 90' long by 36' wide bridge replacement at Donaghey over Stone Dam Creek
- Phased construction
- Retaining wall for trail under bridge (small cast in place)
- Horizontal and vertical alignments, paving plans for Donaghey
- Hydraulic analysis to be done to determine bridge height and limits
- Site specific geotech report

**Assumptions:**

- Bridge type to be steel beams, or cast in place slabs

**Option 4 Bridge Replacement Plus Pedestrian Bridge Stone Dam Creek\***

**Scope:**

- Provide abutment designs for 1- 90' pedestrian bridge over Stone Dam Creek
- Will provide layout, typical section and abutment details
- Site specific geotech information to be provided by others
- Trail alignment to be set by Halff Associates

**Assumptions/Exclusions:**

- Bridge to be prefabricated

*\*To provide access to trail from Woodland Springs Subdivision if existing Donaghey Bridge is used.*



Additionally, a preliminary layout for the future trail crossing at South German Lane will also be included. The two options for this crossing will be a hawk signal and a new bridge crossing.

Two (2) coordination meetings with City Staff to finalize the concept plan.

The development of the concept plans will be based on City right-of-way, topography within, and input from City staff. The concept plans will be the basis for the plans to be developed in Tasks 3 & 4.

Further refinements of the plan will be made based on the comments and upon approval from the City, the following deliverables are anticipated.

- A. Deliverables shall include a scroll plot of project and
- B. One typical cross section sketch.

Deliverables will be submitted to the client, followed by 1 meeting with client to discuss submittal and start detailed design development plans.

The concept plan shall include, but may not be limited to the following:

- Preliminary crossing options at South Donaghey Avenue and South German Lane to include Hawk Signals and preliminary bridge layouts.
- Preliminary bridge layouts for both South Donaghey and South German bridges over Stone Dam Creek will also include:
  - Preliminary engineering analysis to determine feasibility of each bridge replacement
  - Horizontal and vertical alignments
  - Hydraulic analysis to define proposed bridge limits and heights
- Access, sidewalk and parking modifications to encourage pedestrian/bike access and safety from adjacent neighborhoods to the trail.
- Paving enhancements at crosswalks
- Bicycle lanes and access around the project area
- Parking lot for trailhead at South German Lane
- Universal accessibility as prescribed by ADAAG
- Appropriate pedestrian scale lighting locations
- Location of proposed site furnishings (bollards, benches, trash receptacles, bus stops, signage, etc.)
- Identification of conflicts with utilities, access, visibility, etc
- Preliminary Cost Estimate



## Phase 2

After the City has approved the design option identified in Phase 1, then Phase 2 of the project will include the design development and final plans for the selected option.

### Task 3 – Design Development Plans (60% Complete)

HALFF Associates will provide design development plans using the City approved concept plans option developed in Task 2. Lump sum fees are in the schedule at the end of this scope of services. Drawings for this phase of work will be completed to approximately 60% level of completion. The Consultant shall work in coordination with the Client to provide Design Development documents consisting of trail design and drainage design, drawings, sketch details, right of way documents, and other documents to define the project as to the elements described above.

- A. Deliverables shall include 11" x 17" black line prints of the design development plans and details.
- B. Preliminary Cost Estimate
- C. 60% plan review meeting

### Task 4 – Final Plans (100% Complete)

Based on the approved 60% Design Development Documents and Preliminary Cost Estimate, Consultant shall prepare Construction Documents to a 100% level of completion for components consisting of:

- A. Construction plan sheets anticipated for the project include:
  - a. Typical Sections
  - b. Special Details
  - c. Plan and Profile
  - d. Cross Sections
  - e. Grading
  - f. Planting Plans
- B. Technical Specifications will follow ArDOT standard specifications. Special provisions will be added as necessary for describing elements of the proposed work not covered in ArDOT's standard specifications.
- C. Although front end documents are not included in this scope of work, effort for developing general notes to be included in the plan set is included.
- D. The Consultant will provide one (1) updated probable cost opinion based on the approved construction documents.
- E. Deliverables include (two) sets of half-size 100% review prints for review.
- F. After final review, the Consultant will provide the Client one (1) full set of sealed and signed construction drawings (11"x17"), one (1) project manual of special provisions with bid item list in 8.5"x11" format in digital .pdf format and one electronic file of the construction

documents in electronic CADD format compatible with City's CAD standards for drawings and Word format for specifications.

**Exclusions**

The following items are excluded from the scope of work due to unidentified route and unknowns about the project but may be added as additional services at the request of the City.

- No major relocation of utilities is anticipated in this scope of work.
- No property acquisition is anticipated. City will handle right of way negotiations using right of way documents provided by Halff. No easements are anticipated.
- No environmental services are included – may be added with a supplemental agreement.
- No bidding or construction services are included – may be added with a supplemental agreement.
- No street lighting plans beyond locations shown in preliminary concept are included – may be added with a supplemental agreement.

**Estimated Fee Schedule**

**Phase I**

<b>Task 1 – Survey</b>	<b>\$9,600.00</b>
<b>Task 2 – Concept Plans</b>	<b>\$37,500.00</b>
<b>Expenses</b>	<b>\$6,646.55</b>
<i>Subtotal (included in overall totals for each option below)</i>	<b>\$53,746.55</b>

**Phase 2**

<b>Task 3 &amp; 4 – Design Development Plans and Final Plans</b>	
<b>Option 1 Reuse Existing Bridge w/o Ped Access to North (Preferred) –</b>	
1. Design Development Plans	\$53,500.00
2. Final Plans	\$19,500.00
<i>(Preferred Option) Total</i>	<b>\$126,746.55</b>
<b>Option 2 Hawk Signal</b>	
1. Design Development Plans	\$49,500.00
2. Final Plans	\$19,500.00
<b>Total</b>	<b>\$122,746.55</b>
<b>Option 3 New Donaghey Bridge</b>	
1. Design Development Plans	\$92,000.00
2. Final Plans	\$23,500.00
<b>Total</b>	<b>\$169,246.55</b>
<b>Option 4 New Donaghey Bridge and Pedestrian Bridge</b>	
1. Design Development Plans	\$101,000.00
2. Final Plans	\$24,500.00
<b>Total</b>	<b>\$179,246.55</b>

**MAXIMUM CONTRACT AMOUNT NOT TO EXCEED - \$179,246.55**

**Halff Associates, Inc.**  
**EXHIBIT B**  
**Hourly Rate Schedule**

<u>Classification</u>	<u>Rate</u>
Senior Technical Advisor-QA/QC	\$215
Project Manager	\$165
Senior Project Engineer	\$190
Project Engineer	\$150
EIT	\$105
Senior Structural Engineer	\$200
Structural Engineer	\$160
Senior Environmental Scientist	\$165
Environmental Scientist	\$100
Senior Landscape Architect	\$165
Landscape Architect	\$110
RPLS	\$110
Survey Technician	\$75
2-Man Survey Crew	\$125
CADD Technician	\$85
Clerical	\$65



**EXHIBIT C**  
**Standard Terms and Conditions**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Conway, Arkansas, a municipality in the state of Arkansas, duly authorized to act by the Public Works Department of said Client, hereinafter called "Client," and Half Associates, Inc., a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

**WITNESSETH:**

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

**1. Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

**2. Services to be Performed by Engineer.** Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit B**" which services may include, but will not be limited to, those services normally rendered by an engineer to a municipality in the state of Arkansas. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

**3. Compensation** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

**4. Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use all information and services provided by the Client or the Client's representatives. Engineer is required to verify receipt of client-provided information from the City.

**5. Termination of Work** - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

**6. Ownership of Documents** - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates,



shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

**7. Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

**8. Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

**9. Indemnification.** Engineer does hereby agree to, indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Engineer, Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

**10. Insurance.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

**11. Prompt Performance by Engineer.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Arkansas applicable to such engineering services contemplated by this Agreement.

**12. Client Objection to Personnel.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

**13. Assignment and Delegation.** Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

**14. Jurisdiction and Venue** - This Agreement shall be administered under the substantive laws of the State Arkansas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Faulkner County, Arkansas.

**15. Integration, Merger and Severability** – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal,

or unenforceable provision had never been contained in this Agreement.

**16. Exclusivity of Remedies** – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article 9. Indemnification and Article 20. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**17. Timeliness of Performance** - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**18. Dispute Resolution.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

**19. Signatories.** The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

**20. It is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.**

**21. WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**22. FOIA/Disclosure Compliance** - Engineer acknowledges that the Client is a governmental agency and may be required to disclose certain information under requests made according to provisions of the Public Records Act and the Arkansas Freedom of Information Act of 1967 ("FOIA") (A.C.A. § 25-19-101, *et seq*). Client shall give notice to Engineer of any request for the disclosure of any information set apart and marked "confidential," "proprietary" or "trade secret" by Engineer. In order to ensure that Client may comply with the immediate disclosure requirements of FOIA, Engineer shall then have one (1) day from the date notice is sent to enter into an agreement with Client providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney's fees) incurred by Client in any legal action to compel the disclosure of such information under the Public Records Act, FOIA, or any other law(s), state or federal, governing the release of information. Engineer shall have the sole responsibility for the defense of the actual proprietary or trade secret designation of such information. The parties understand and agree that any failure by Engineer to respond to the notice provided by Client and/or to enter into an agreement with Client, as set forth above, shall constitute a complete waiver by Engineer of any nondisclosure or confidentiality rights hereunder with respect to such information, and such information shall be disclosed by Licensee pursuant to applicable procedures required by the Public Records Act.