

CITY OF TUPELO, MS
Professional Services Agreement for
Ward 4 / Barnes Crossing LPA Sidewalk Improvements

PROJECT NUMBER: STP-0430-00(047)LPA/109149

DATE: OCTOBER 26, 2022

A. GENERAL

This Agreement is for professional services by Dabbs Corporation (*1050 N. Eason Blvd., Tupelo, MS 38804*), after this called “CONSULTANT”, to be provided to the City of Tupelo, Mississippi (*71 East Troy Street, Tupelo, MS 38804*), after this called the “CITY”, to include Planning / Engineering Services related to the PROJECT identified as “Ward 4 Barnes Crossing LPA Sidewalk Improvements” for the City of Tupelo. The Project will include the design phase activities as required to facilitate the development and submittal of PSE (Plans, Specifications & Estimate) data as required to obtain approval from the City and MDOT LPA Division for the proposed sidewalk improvements project.

A more detailed scope of services that shall be included for this Agreement is included in Section B – Scope of Work.

B. SCOPE OF WORK

1.0 INTRODUCTION

1.1 Project: LPA Sidewalks: Ward 4 / Barnes Crossing LPA Sidewalk Improvements

1.2 Purpose: The purpose of this Scope of Work (SOW) is to provide professional services related to proposed sidewalk improvements within the Barnes Crossing District as proposed by the City and as defined within this Agreement. The City intends to construct new 5’ concrete sidewalks adjacent to SR 145 and Barnes Crossing Road in order to provide pedestrian access from exiting residential areas from approximately Beech Springs Road / SR 145 to commercial areas near Barnes Crossing Rd. / Thompson Square Intersection. The final limits of the proposed project improvements will be determined during the design phase of the project as approved by the City of Tupelo and MDOT LPA Division upon submission/approval of the preliminary site layout as defined in Section 2.0 of this Agreement.

- 1.3 Project Location:** All work shall be within the existing Tupelo City Limits. The limits of the project is presumed to be within existing rights-of-way (ROW) owned and maintained by the City of Tupelo and/or MDOT with the project corridor as schematically represented on the attached Exhibit A – Schematic Project Area, which is attached hereto and made part of this Agreement.
- 2.0 SCOPE OF SERVICES:** The Project Services shall include the following:
- 2.1 ROW Assessment** – The Consultant shall provide office and field survey to support the design phase of the project, including the assessment of existing/future ROW. Survey services shall include acquiring the land deeds from adjacent properties along the project corridor to assess existing ROW and to assess the need for future temporary or permanent ROW as required to complete the project. It is anticipated that the proposed improvements will be constructed within existing ROW owned by the City of Tupelo (Barnes Crossing Rd.) and MDOT (SR 145) along the project corridor and that this will be sufficient for the proposed sidewalk and related drainage improvements. *Should additional ROW be required in order to complete the project, the Consultant shall, as directed by the City, provide the necessary plats and descriptions as required for proposed ROW acquisition as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 2.2 Topographic Survey** – The Consultant shall provide office and field survey to collect the topographic information as required to complete the design phase of the project.
- 2.3 Preliminary Site Layout** – in order to assess the proposed roadway improvements to be completed as part of the project, the Consultant will establish design criteria and evaluate existing and proposed improvements to provide a preliminary site layout to the City for review/approval. Upon the approval of the design criteria and the preliminary site layout, the Consultant will initiate subsequent design services.
- 2.4 Field Review Set** – the Consultant, based on the approval of the design criteria and the preliminary site layout, will complete the preliminary project drawings and related preliminary Contract Documents for the project. Project drawings will include the necessary design information as required for submittal to MDOT in order to schedule a field review meeting for the project. The field review meeting is usually approved by MDOT at approximately 30% - 50% design completion. Upon the completion of the field review meeting, the Consultant will incorporate comments/directives from the Owner / MDOT and continue with subsequent design phase services.
- 2.5 Traffic Signal Design Services** – if required in order to meet the project requirements and MDOT LPA standard design criteria, the Consultant shall provide traffic signal design services for the addition of Pedestrian Crossing equipment, etc. for the existing traffic signal located at SR 145 / Beech Springs Rd. Should this not be required based on project controls that are determined / finalized during the design phase services, then traffic signal design services will not be completed by the Consultant.

- 2.6 **Office Review Set** – the Consultant shall complete the final project drawings and related final Contract Documents for the project for review and approval by the City and MDOT. Project drawings will include the necessary design information as required for submittal to MDOT to schedule and complete the office review meeting for the project. The office review meeting is usually approved by MDOT at approximately 90% design completion. Upon the completion of the field review meeting, the Consultant will incorporate comments/directives from the Owner / MDOT and finalize the PSE package for approval by the City / MDOT.
- 2.7 **Final PSE Package Submittal** – the Consultant shall finalize the plans and specifications for the project and complete an estimate of proposed project costs for submittal to MDOT for final approval prior to the advertisement of the Contract Documents to solicit bids for the project. Plan assembly and Contract Documents shall be in accordance with Chapter 5 of the MDOT LPA Project Development Manual (PDM). Upon approval by the City and MDOT, the Consultant will submit the bid documents to the City for advertisement / bidding procedures.
- 2.8 **Bidding/Contracting Phase** – upon the approval of the final design documents and, if required, following the acquisition of any proposed ROW required for the project, the Consultant will coordinate with the City to advertise the project for construction bids. The Consultant shall assist the City in the receiving of bids for the project and during the project award / contracting phase of the project to procure a construction contract for the project. Construction phase services shall be initiated with the issuance of a Notice to Proceed to the Contractor for the project.
- 2.9 This scope of services does not include traffic study/analysis; warrant analysis; environmental services or related permitting services; cultural resources investigation/study or related services; ROW acquisition services, construction engineering & inspection or any other services not specifically identified in this section of the Agreement. *Should additional ROW be required in order to complete the project, the Consultant shall, as directed by the City, provide the necessary plats and descriptions as required for proposed ROW acquisition as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 3.0 **SPECIAL CONSIDERATIONS:**
- 3.1 All original materials, visual aids, materials, and text developed in performance of the tasks listed herein will be the property of the OWNER, and will not be used, distributed, or published without the specific authorization of the OWNER.
- 3.2 The Consultant may provide additional design services if directed by the City. As these or other specific professional services are required by the Owner, a new agreement, or supplemental agreement, shall be completed between the Owner and Consultant. Services related to the specific tasks for each subsequent phase of the Project shall be completed under the schedule and terms of payment defined in each individual Agreement.

- 4.0 SCHEDULE OF WORK:** Upon the execution of this Agreement, the CONSULTANT shall initiate the services necessary to complete the tasks related to the data collection and corresponding schematic engineering evaluation of the proposed Project as defined herein and produce the associated deliverables according to the following schedule:

ROW Assessment	3 weeks
Topographic Survey	2 weeks
Preliminary Site Layout	2 weeks
Review / Approval of Preliminary Site Layout	2 weeks
Office Review Design (30%)	3 weeks
Office Review Meeting	2 weeks
Field Review Design (90%)	4 weeks
Office Review Meeting	2 weeks
Final PS&E Package & Approval	4 weeks
Bidding / Contracting Phase	8 weeks
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TOTAL	32 weeks

If ROW acquisition is required for the project, the Consultant shall coordinate with the City and MDOT to determine the process that must be completed for the acquisition of permanent or temporary access and provide an updated project schedule to the City based on the ROW acquisition requirements being incorporated into the project.

- 5.0 PAYMENT FOR SERVICES:** Professional services completed under this Agreement shall be provided on a fixed fee basis. The total fixed fee to complete the services defined herein shall be \$41,800.00 based on the breakdown of services represented below. Should traffic signal design services not be required, the corresponding fee shall not be included in the final fees for the project.

<i>PS&E Development / Design Phase Services</i>	<i>\$36,800.00</i>
<i>Traffic Signal Design Services (If Req'd)</i>	<i>\$5,000.00</i>
<i>ROW Acquisition Services (If Req'd)</i>	<i>T.B.D.</i>

The Owner agrees to pay the Consultant based on the approximate percentage of work completed at the end of each monthly pay period. Payment shall be made based on no other consideration other than the Consultant's ability to provide the services as defined herein.

- 6.0 ADDITIONAL SERVICES:** Should the Owner direct Dabbs Corporation to provide Additional Services that are not included within the scope of this Agreement, these services shall be provided by the Consultant under the terms & conditions defined under this Agreement but on an time and materials basis in accordance with Exhibit B – Rate Schedules, which is attached hereto and made part of this Agreement.

If required, any sub-consultants, materials, reproducible drawings/printing, etc. associated with additional services shall be reimbursed at the actual cost of reproduction by the printing company.

7.0 ATTACHMENTS:

Exhibit A – Schematic Project Area

Exhibit B – Rate Schedules

C. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF TUPELO

DABBS CORPORATION

Honorable Todd Jordan
Mayor, City of Tupelo



Mr. Dustin D. Dabbs, PE
PRESIDENT

ATTEST:

ATTEST:



EXHIBIT A - PROJECT AREA
PROPOSED SIDEWALK PROJECT WARD 4
TRACE RIDGE APARTMENTS TO ACADEMY SPORTS
WALGREENS TO TACO BELL

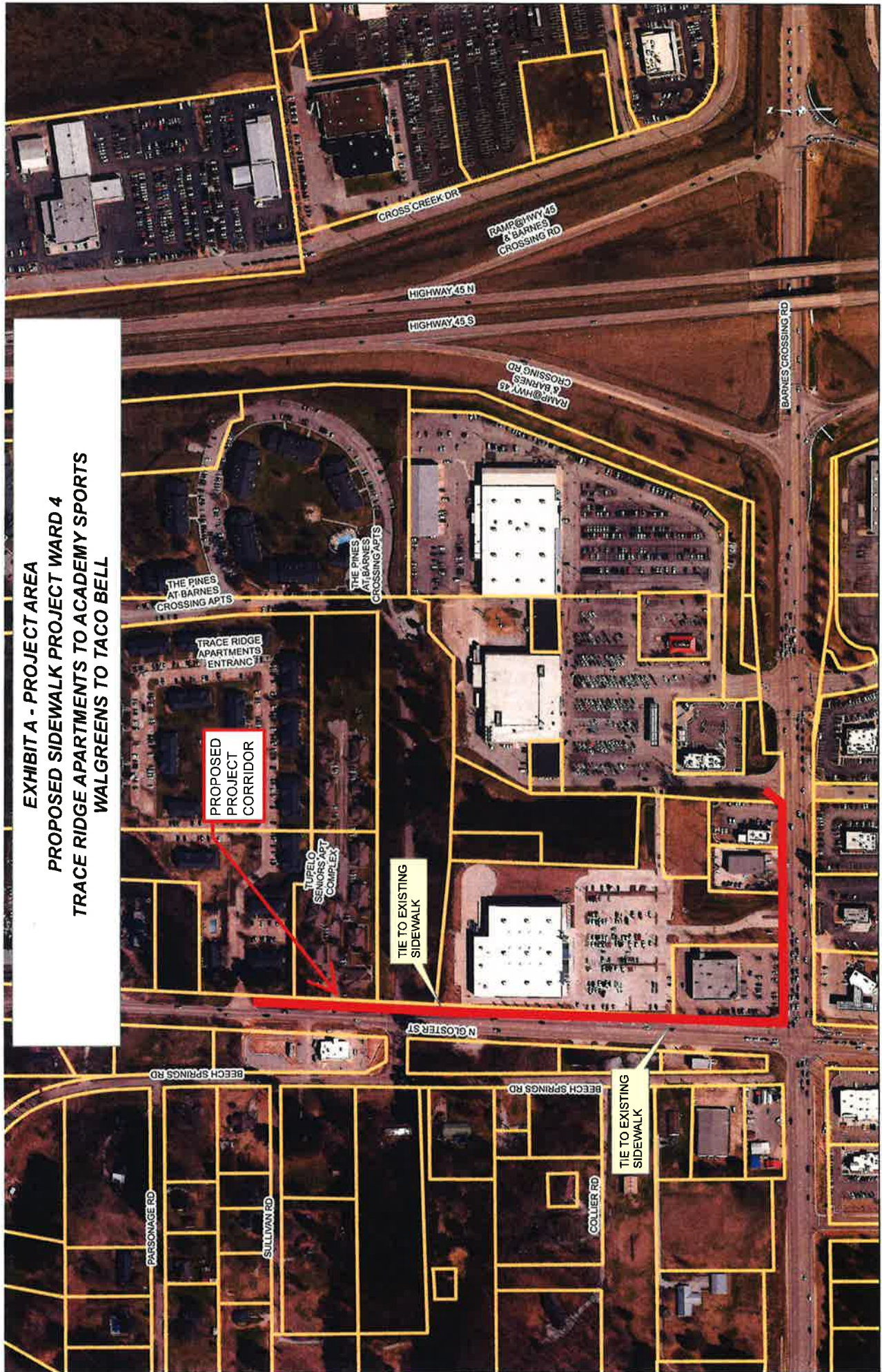


EXHIBIT B - RATE SCHEDULES



DABBS CORPORATION

1050 N. Eason Blvd.
Tupelo, MS 38804

<i>DIRECT SERVICES</i>	
<u>DESCRIPTION</u>	<u>RATE</u>
PRINCIPAL	\$150.00
PROJECT MANAGER / SR. ENGINEER	\$125.00
GEOTECHNICAL ENGINEER	\$125.00
PROFESSIONAL LAND SURVEYOR	\$130.00
DESIGN ENGINEER	\$100.00
FIELD TECHNICIAN	\$75.00
DESIGN TECHNICIAN	\$75.00
CONSTRUCTION INSPECTOR	\$50.00
TWO-MAN SURVEY CREW	\$140.00
ONE MAN SURVEY CREW	\$90.00
<i>REIMBURSEABLE SERVICES</i>	
<u>DESCRIPTION</u>	<u>RATE</u>
ATV / UTV PER DAY	\$150.00
PRINTING - Letter Size (B&W / Color)	\$0.50 / \$1.00
PRINTING - Half Scale Size (B&W / Color)	\$1.00 / \$2.00
PRINTING - Full Scale Size (B&W / Color)	print shop cost
Vehicle Mileage	\$0.60 / mile