

CITY OF TUPELO, MS

Professional Services Agreement for Endville Road Safety Improvements

PROJECT NUMBER: DC NO. 2226-01

DATE: SEPTEMBER 14, 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 Professional Engineering Services related to the PROJECT identified as “Endville Road Safety Improvements” for the City of Tupelo Public Works Department. The Project will include design phase, bidding/contracting and construction phase services related to the development and construction of the proposed roadway improvements.

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:** Endville Road Safety Improvements

1.2 Purpose: The purpose of this Scope of Work (SOW) is to provide professional services related to future roadway improvements for Endville Road as proposed by the City of Tupelo and as defined within this Agreement. The City of Tupelo intends to widen Endville Road from a two-lane section to a three-lane section and add curb and gutter and related drainage infrastructure within the project corridor. This shall include transition sections on each end of the project in order to provide transitions between the two-lane and three-lane sections along Endville Road. 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 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 shall be within existing / future rights-of-way (ROW) owned and maintained by the City of Tupelo for Endville Road approximately between Walsh Road (approximate eastern boundary) and Countrywood Rd. (approximate

western boundary) 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 there is an existing 50' road ROW owned by the City of Tupelo along the project corridor and that this will be sufficient for the proposed roadway 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. *Any field survey that is required during the construction phase of the project to support the contractor's activities, including construction staking, ROW markers, etc., shall be provided by the Consultant as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 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 the final design services.
- 2.4 Final Design Phase** – the Consultant, based on the approval of the design criteria and the preliminary site layout, will complete the project drawings, technical specifications, and related Contract Documents for the project. Project drawings will include cover sheet, existing conditions layout, proposed site layout plan, grading/drainage plan, utility improvements plan, traffic striping plan, erosion control plan and related standard detail sheets. The consultant shall, if curb and gutter is required by the City, include the design of proposed stormwater infrastructure (i.e. curb inlets, drainage pipe, etc. as required to facilitate the installation of curb and gutter along the project corridor. The Contract Documents shall include the technical specifications and all sections required for the bidding and construction phases to be facilitated and completed per local, state and federal requirements.
- 2.5 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 of Tupelo in order 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.

- 2.6 ***Pre-Construction Conference*** – the Consultant will schedule and conduct a meeting with representatives of the Owner and Contractor to review/discuss the Contract Documents, Project Schedule, Site/Traffic Coordination, Erosion Control Permitting and related requirements, etc.
- 2.7 ***Construction Representative***– the Consultant will represent the City of Tupelo during the construction phase of the project in order to coordinate with the Contractor to provide assistance to the Owner and to the Contractor for the duration of the construction period. The Consultant shall review/approve material submittals, review and monitor construction schedule, coordinate with the Contractor in regards to the Erosion Control requirements (SCNOI, etc.), coordinate between the City and the Contractor with regards to traffic control and work periods, etc. The Consultant shall review partial and final pay estimates as submitted by the Contractor and make recommendations to the City for payment during the construction phase of the project.
- 2.8 ***Construction Inspection*** – the Consultant shall provide part-time inspection during the construction phase of the project. An inspector shall be provided by the Consultant as needed to support the Contractor and monitor the project improvements with regards to field conditions, compliance with the project drawings and technical specifications and pay items/quantities. The Consultant shall not provide full-time inspection for the project as part of this Agreement.
- 2.9 ***Final Inspection*** – the Consultant will coordinate with the City and the Contractor to schedule a final walk-through / inspection following the completion of the construction activities. Representatives of the City and the Contractor shall meet on site to review the final improvements and compile a check-list of any items that need to be addressed and/or completed by the Contractor prior to the final closeout of the project. The Consultant shall issue a punch list of items to be addressed and/or completed to the contractor and shall coordinate on behalf of the City for the completion of the punch list items.
- 2.10 ***Project Closeout*** – upon the completion of the construction activities by the contractor and the approval of the City of Tupelo, the Consultant shall coordinate with the City and the contractor for final project closeout.
- 2.11 This scope of services does not include pre-project planning components; traffic study/analysis; warrant analysis; environmental services or related permitting services; cultural resources investigation/study or related services; ROW acquisition services, full-time construction inspection or any other services not specifically identified in this section of the 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 services if directed by the City. Should additional services related to project be required/requested by the City, the Consultant shall complete additional services on a time and materials basis or via a separate agreement approved by the Owner.

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 Project as defined herein and produce the associated deliverables according to the following schedule:

ROW Assessment	2 weeks
Topographic Survey	2 weeks
Preliminary Site Layout	2 weeks
Review / Approval of Preliminary Site Layout	2 weeks
Final Design Phase	4 weeks
Review / Approval of Final Design Documents	2 weeks
Bidding / Contracting Phase	8 weeks
Construction Phase	T.B.D.
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TOTAL	22 weeks

5.0 PAYMENT FOR SERVICES: Professional services completed under this Agreement shall be provided on a fixed fee basis. The total fixed fee shall be based on the percentages defined in the CDBG Fee Schedule to the proposed project budget of \$1,300,000.00 as defined by the City of Tupelo. Per the CDBD Project Fee Schedule, engineering services shall include \$109,200 (8.4%) for design phase services and \$53,300.00 (4.1%) for construction phase services. The total fixed for the project shall be \$162,500.00 (12.5%).

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 that are required as associated with additional services shall be reimbursed at the actual cost of the work provided by the sub-consultant.

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:

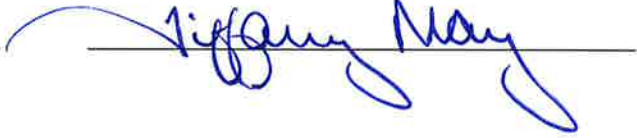
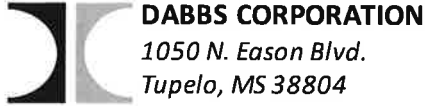


EXHIBIT A - SCHEMATIC PROJECT AREA



ENDVILLE ROAD SAFETY IMPROVEMENTS

EXHIBIT B - RATE SCHEDULES



<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