



# MEMORANDUM

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**To:** Finance Committee

**From:** Rich Olson, City Manager

**Date:** January 2, 2013

**Re:** Consideration – Engineering Contract for South Road Street Project

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***BACKGROUND:***

On September 11, 2012, the City received notice from CI that our application for CDBG infrastructure funding for the South Road Street project had been funded. On October 24, 2012, the City Council authorized the execution of the Grant Agreement and Funding Approval Letter. All special grant conditions have now been met and CI has released funds for the project. The City can now move forward with the grant.

***ANALYSIS:***

The original engineering work was done by Gannett Fleming in 2004 for this project. However, due to a lack of funding, the project was not constructed. Since that time, Phase II of the Roanoke Avenue Drainage Project has been constructed and some utility work associated with the project has changed the original design. The City will need to hire an engineering firm to make the needed changes and secure all the appropriate permits.

In anticipation of receiving the grant, a Request for Proposals was sent out in May 2012 for engineering services. The City only received two responses – one from Hyman and Robey and the other from McGill and Associates. City staff held the proposals until we received authorization from CI to move forward.

An evaluation team comprised of Paul Fredette, Larnetta Brothers, June Brooks, Mourice Brothers and I reviewed the proposals and completed an evaluation matrix. CDBG guidelines prohibit the City from using cost as a factor in the evaluation of the proposals. Once a firm has been chosen and negotiations are

taking place, we can use cost as a factor to disqualify a firm and go to the next bidder, although this rarely happens.

The evaluation process performed by staff recommended Hyman and Robey for the project; and City staff requested that they provide a cost for providing engineering services and contract administration and inspection services.

Attached, you will find an Agreement for Professional Engineering and Surveying Services from Hyman and Robey. The agreement is a standard agreement, which the City has executed several times before. The cost to update the plans, which includes the additional design and permitting, is \$39,000. This amounts to 5% of the overall project cost. Industry averages for a project this size is 10-11% of estimated cost. The City has received a discount due to the previous work performed by Gannett Fleming. For construction administration and inspections, Hyman and Robey is requesting \$65,000, which is within industry standards for a project this size. Hyman and Robey will be required to work with NCDOT on the South Road Street surface cross section.

Staff will explore whether new curbing and gutter could be installed throughout the project, but due to a lack of funds, it is doubtful this work can be accomplished.

***STAFF RECOMMENDATION:***

For the Finance Committee to recommend that the City Council authorize the City Manager to execute the Agreement for Professional Engineering and Survey Services with Hyman and Robey, as presented.

RCO/vdw

RCO/vdw

January 2, 2013

Mr. Paul Fredette, PE  
Public Works Director  
City of Elizabeth City  
P.O. Box 347  
Elizabeth City, North Carolina 27907-0347

Subject: Professional Services Agreement  
South Road Street Water and Sewer Improvements

Dear Paul:

Attached please find the Agreement for Professional Engineering and Surveying Services for the South Road Street Water and Sewer Improvements. The scope of services is based on the Addendum Preliminary Engineering Report you prepared dated April 25, 2012 and includes engineering and surveying services necessary to design, permit, provide cost estimates, prepare bid documents and provide construction administration and inspection for the replacement of water and sewer utilities in South Road Street between Ehringhaus Street and Peartree Road, along Peartree Road between South Road Street and Herrington Road and connections at the southern ends of Cale Street and South Martin Luther King Street and on Roanoke Avenue between South Road Street and Boston Avenue.

Our lump sum fees for the design and construction phases are as follows:

Design and Permitting Phase:	\$39,000.00
Bid Documents, Construction Administration and Inspection:	\$65,000.00

Please review the attached agreement and contact me with any questions or concerns you may have.

Sincerely,



Sean C. Robey, PE

Enclosures

# Agreement for Professional Engineering and Surveying Services

## Engineering Design and Permitting, Cost Estimates and Construction Administration for South Road Street Water and Sewer Improvements

**OWNER:** City of Elizabeth City  
Mr. Paul Fredette, Public Works Director  
Public Works Department  
P.O. Box 347  
Elizabeth City, NC 27907-0347

**FIRM :** Hyman & Robey, PC, PC  
150 US Highway 158 East  
P.O. Box 339  
Camden, North Carolina, 27921  
(252) 338-2913

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Elizabeth City, North Carolina, hereinafter referred to as the "OWNER", and Hyman & Robey, PC, hereinafter referred to as the "FIRM".

WHEREAS, the OWNER, through its Department of Public Works, desires engineering services to provide engineering design, cost estimates, and construction administration for the improvements to water and sewer utilities located in South Road Street and adjacent streets, hereinafter referred to as the "PROJECT".

WHEREAS, the FIRM desires to furnish the engineering and surveying services for the above specified project in accordance with the conditions and information specified herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the mutual covenants and undertakings of the parties of this AGREEMENT, the parties hereto mutually agree with each other as follows:

### Scope of Work:

Hyman & Robey, PC offers to perform the following engineering services necessary to design, permit, provide cost estimates, prepare bid documents and provide construction administration and inspection for the replacement of water and sewer utilities in South Road Street between Ehringhaus Street and Peartree Road, along Peartree Road between South Road Street and Herrington Road and connections at the southern ends of Cale Street and South Martin Luther King Street and on Roanoke Avenue between South Road Street and Boston Avenue. The scope of work shall consist of:

1. Establishment of survey control and benchmarks
2. Field verification and location survey of existing utilities
3. Engineering design and planning profile of relocated utilities.
4. Preparation of cost estimates.

5. Preparation of Bid Documents and conducting a single Bid Opening.
6. Construction Administration and Inspection.

### **Fee Schedule**

Design and Permitting Phase:	\$39,000.00
Bid Documents, Construction Administration and Inspection:	\$65,000.00

### **Manner Of Payment**

Partial payment for services rendered under the terms of this AGREEMENT shall be made monthly, conditioned upon receipt and approval by the OWNER of an invoice covering work completed to date. Each invoice shall state the estimated percentage of work completed by phase through the period covered by the invoice. Payment shall be made within 30 days of invoice. The OWNER will determine if the invoice is approved within seven (7) business days of receipt. Late payment may be subject to a 1.5% late charge.

### **Responsibility of Firm**

Services provided by the FIRM under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by member so the same profession currently practicing under similar circumstances. The FIRM shall, without additional cost or fee to the OWNER, correct or revise any errors or deficiencies in services provided by the FIRM.

### **Responsibility of the OWNER**

Make provisions for the FIRM to enter upon public and private property as required for the FIRM to perform the services contained in this AGREEMENT.

1. Review the final design and contract documents in a timely manner.
2. Provide applicable data from previous studies and designs.
3. Provide administrative, real estate, and legal services associated with any land easement acquisitions.

### **Insurance**

1. The FIRM shall carry Workman's Compensation Insurance as provided by North Carolina State law.
2. The FIRM shall secure and maintain in effect at all times during the period this AGREEMENT is in effect, general comprehensive liability insurance.

**Delays**

The FIRM is not responsible for delays caused by factors beyond the FIRM'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove the FIRM'S services or work product promptly; or delays caused by faulty performance by the OWNER or by contractors or any level. When such delays beyond the FIRM'S reasonable control occur, the OWNER agrees the FIRM is not responsible for damages, nor shall the FIRM be deemed to be in default of this AGREEMENT.

**ACCEPTANCE OF PROPOSAL:**

OWNER: City of Elizabeth City

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: Hyman & Robey, PC

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_