



AGENDA ITEM HISTORY SHEET

ITEM TITLE

Comprehensive Street Maintenance and Widening Plan

AGENDA NO.

AGENDA DATE: 5/27/2025

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

MANAGEMENT STAFF REVIEW (Signature)

MAYOR (Signature)

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

The City of Bryant ran articles for Request for Qualifications in the Arkansas Democrat Gazette and on the City of Bryant Website for qualifications meeting the posted scope of the Comprehensive Street Maintenance and Widening Plan.

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.

The City of Bryant received three RFQ's from three separate engineering firms. Upon review of the RFQ's by a six person staff panel Garnat Engineering/Volkert had the highest graded score. This would make them the most qualified candidate for the RFQ for Comprehensive Street Maintenance and Widening Plan, Attached is the original Request for Qualifications posting and the Garnat Service 2/27/2025

(This section to be completed by the Mayor)

ACTION PROPOSED (Motion for Consideration)

Motion to move forward with Phase I of the Comprehensive Street Maintenance and Widening Plan, with an amount not to exceed \$150,000.00 for Phase I.



REQUEST FOR QUALIFICATIONS

The City of Bryant, Arkansas invites qualified professional firms that are licensed, bonded and insured in the State of Arkansas to submit proposals to conduct a phased comprehensive street maintenance and widening plan.

A. INTRODUCTION

Proposals may be submitted to the City of Bryant no later than **12 noon on March 13, 2025**. All proposals should conform to the format described in this Request for Proposals and should be submitted to the attention of:

Tim Fournier
Director of Public Works
City of Bryant
210 SW Third Street
Bryant, Arkansas 72022

All submittals should include three (3) complete hard copies and one (1) electronic copy of the proposal in a sealed envelope marked "RFP FOR COMPREHENSIVE STREET MAINTENANCE AND WIDENING PLAN."

Proposals will be opened and evaluated in private. From the proposals submitted, the City will select firms for further consideration. Additional information may be requested from these firms, and the City may schedule interviews prior to making a final selection. The City reserves the right to reject any or all responses and waive any irregularities or formalities in responses received. The City reserves the right to negotiate with the apparent acceptable firm(s).

B. PRESENTATION OF QUALIFICATIONS AND AWARD CONTRACT

The City reserves the right to select a short list of consultants at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

Based on submissions, the City's executive staff will select one (1) consultant based on qualifications. The proposal should adhere to the submitted proposal and should not exceed 15 minutes.. The City of Bryant City will review the proposal and take into consideration qualifications.

The contract will be awarded to that consultant, if their proposal conforms with the Request for Qualifications and which will be most advantageous to the City, taking relative experience working on similar projects and other factors into consideration.

C. ADDENDA AND EXPLANATIONS

Any consultant in doubt as to the meaning of any part of this Request for Qualifications may request an interpretation from the City. All such requests, or other inquiries regarding this RFQ, should be made to Tim Fournier, Public Works Director at 501-366-7614 or tfournier@cityofbryant.com.

At the request of the consultant or in the event that the City deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the City. In the event a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested proposal specification initiated by the City, a copy of such addendum will be mailed to all prospective consultants. In all cases, it will be the consultants' responsibility to obtain all addenda issued.

D. USE OF SUBCONTRACTORS AND/OR SUBCONSULTANTS

In order that the City may be assured that only qualified and competent subcontractors and/or sub consultants will be employed on the proposed project, each consultant shall submit with their qualifications a list of subcontractors and/or sub consultants who would be called upon to perform the work. The consultant must determine to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

No contract awarded by the City of Bryant may be assigned or any part subcontracted without written consent. In no case shall such consent relieve the consultant from his/her obligations or change the terms of the contract.

E. COMPETENCY OF CONSULTANT

No proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The consultant, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the Scope of Services.

F. CITY ORDINANCES

The consultant will strictly comply with all applicable ordinances of the City of Bryant, laws of the State of Arkansas, and laws of the federal government.

G. HOLD HARMLESS

The consultant is responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of his/her work. Further, the consultant will indemnify and save harmless the City, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting there from. These indemnities are not limited by the listing of any insurance coverage.

H. TERMINATION OF CONTRACT

The City reserves the right to terminate the whole or any part of this contract, upon written notice to the consultant, in the event that sufficient funds to complete the contract are not appropriated by the City of Bryant.

The City further reserves the right to terminate the whole or any part of this contract, upon written notice to the consultant, in the event of default by the consultant. Default is defined as failure of the consultant to perform any of the contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the

City will procure upon such terms and in such manner as may be deemed appropriate services similar to those so terminated. The consultant shall be liable for excess costs for such similar services unless acceptable evidence is submitted that failure to perform the contract was due to causes beyond the control and without the fault of negligence of the consultant.

I. HEALTH AND SAFETY ACT

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975 and revisions thereof, and all other applicable Federal, State, or local statutes, rules, or regulations affecting the work done under the contract.

J. SURVIVAL

The provisions of this Request for Qualifications shall survive and shall not merge with the contract awarded to the consultant selected, but shall be additional terms thereof and the submission of a proposal shall be deemed as acceptance of these terms.

K. MINORITY BUSINESS AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

The City of Bryant in an effort to reaffirm its policy of nondiscrimination, encourages the efforts of consultants and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job, or protected veterans' status.

L. SCOPE OF SERVICES

The successful consultant(s) will be responsible for all or part of the tasks listed below. The City reserves the right to modify this Scope of Services and to request proposal modifications any time during the consultant evaluation process.

1. Background and Objectives:

- Provide a schematic design overview of recommendations based on current street conditions, most current street pavement analysis and transportation master plan, including current street conditions.
- Define the objectives of the study, including assessing the adequacy of current street conditions, analyzing the impact of future growth on street infrastructure, recommending maintenance plans, reconstruction plans, widening, routing and necessary drainage needs for specific known or anticipated public safety issues.
- Provide schematic designs for streets that shall be widened or routed. Plans shall account for drainage, utility relocation, stabilization, surveying, easement acquisition, easement preparation.
- Provide cost estimates for proposed maintenance and widening plan.
- Provide funding recommendations.

2. Data Collection and Analysis:

- Gather and analyze data for traffic counts, costs, capital improvement plans, commercial growth, population growth projections, and regulatory requirements.
- Review street pavement analysis, transportation master plan and City of Bryant ETJ.

3. Stakeholder Engagement:

- Engage stakeholders, including utility staff, elected officials, community members, and developers.

6. Regulatory Compliance:

- Ensure compliance with relevant local, state, federal and Army Corp of Engineers regulations, including public notice, permit, and approval processes.

7. Reporting and Documentation:

- Prepare a comprehensive final report documenting the findings, analysis, and recommendations of the study.

- Present the report to the governing body and provide support for the implementation of recommendations.
 -
8. Ongoing Monitoring and Review:
- Provide 10-year recommendations for street maintenance and widening based on study data and factual findings.
9. Project Management:
- Provide project management services to ensure the timely and successful completion of the rate study. This includes coordinating with staff, managing project timelines and budgets, and addressing any issues or challenges that arise during the study process.

This scope of services outlines the key components of a comprehensive street maintenance and widening plan aimed at ensuring the public health and safety, and long-term viability of the street system while accommodating future growth and development.

Thank you for your interest in the City of Bryant. We will look forward to receiving and reviewing your qualifications for this contract.

AGREEMENT BETWEEN GNE & BRYANT PUBLIC WORKS

THIS AGREEMENT is entered into between GarNat Engineering, LLC (GNE) and Bryant Public Works Department (Owner) relative to the design of **City of Bryant Comprehensive Street Maintenance and Widening Plan** (the Project).

1. GNE shall provide the Services described in Attachment A, "Scope of Services."
2. Owner shall pay GNE in accordance with Attachment B, "Fee". Payments to GNE will be paid by Owner based on monthly invoices prepared by GNE. Payments will be due within 30 days of receipt of invoice.
3. In performance of the Services, GNE shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.
4. GNE shall indemnify and hold harmless Owner from and against all claims, losses, damages, and expenses (including attorney's fees and defense costs) to the extent such claims, losses, damages, or expenses are caused by any negligent act, error, or omission of GNE or any person or organization for whom GNE is legally liable. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefits acts and shall extend to and include any actions brought by, or in the name of, any employee of GNE or others for whom GNE is legally liable.
5. GNE shall maintain the following insurance:
 - (a) General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (b) Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

At least thirty (30) days' advance written notice shall be given to Owner prior to cancellation or non-renewal of the above policies. Owner shall be added as additional insureds under (a) and (b) above.

6. This Agreement may be terminated upon written notice at Owner's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. In the event of termination for Owner's convenience, Owner shall pay GNE for all Services performed. The provisions of Paragraph 4 shall remain effective following any termination or completion of this Agreement.

7. Written notices between GNE and Owner shall be sent to the e-mail addresses listed below the names of the parties executing this agreement.

8. GNE undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. GNE has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that GNE hires to perform or assist in performing the Services hereunder. Nothing contained herein shall be construed as constituting any relationship between Owner and GNE's employees, agents, subcontractors or any other persons for which GNE is responsible.

9. The Services provided for in this Agreement are for the sole use and benefit of, and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than, Owner and GNE.

IN WITNESS WHEREOF, GNE and Owner have executed this Agreement, to be effective as of _____, 2025. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

GarNat Engineering, LLC

Bryant Public Works Department

Vernon Williams, P.E.

President

Date: _____ Fed Tax ID: 27-4524318

e-mail: garnatengineering@gmail.com

Chris Treat

Mayor, City of Bryant

Date: _____

e-mail: ctreat@cityofbryant.com

ATTACHMENT A

Scope of Services

General

The Owner desires to develop a long-term comprehensive street maintenance and widening plan that addresses priority projects, funding mechanisms, and a maintenance management plan. The Owner has selected GNE and its subconsultant Volkert, Inc. to assist with the preparation of this comprehensive street maintenance and widening plan. It is anticipated that the overall scope of work will be completed in four phases with each phase outlined and budgeted in separate agreements. The phases are:

- Phase I – Background Research, Stakeholder Engagement and Data Collection
- Phase II – Data Analysis and Cost Estimating
- Phase III – Draft Street Maintenance and Widening Plan, Funding Mechanisms, Regulatory Compliance Requirements and Stakeholder Engagement
- Phase IV – Long-Term Street Maintenance and Widening Prioritization Plan

Phase I of the Comprehensive Street Maintenance and Widening plan will be completed in this agreement and includes the following scope of work.

PHASE I – Background Research, Stakeholder Engagement and Data Collection

Task 1 – Background Research

1. Review existing resources that pertain to the Owner's street system. Resources include but are not limited to Metroplan's Long-Range Metropolitan Transportation Plan, Bryant's Comprehensive Growth Plan, Bryant's Land Use Plan, Bryant's Master Transportation Plan, Bryant's Comprehensive Drainage Master Plan and Bryant's ordinances.
2. Receive training on the City of Bryant's Pavement Data Viewer. Review the data and formulate preliminary lists of priority maintenance locations based on pavement conditions.
3. Obtain and monitor upcoming projects with municipalities that potentially affect the Owner's infrastructure. Municipalities include the City of Benton, City of Alexander, Saline County, and ARDOT.

Task 2 – Stakeholder Engagement

1. Interview municipalities and obtain information on their priority projects and wish lists that affect the Owner's infrastructure. Municipalities include the City of Benton, Saline County, and ARDOT.
2. Interview City staff, elected officials and key private stakeholders to obtain information on their priority projects and wish lists that affects the Owner's infrastructure.
3. Prepare and coordinate with the Owner's staff an interactive GIS survey for community engagement to be published on the Owner's website to gain public input on priority locations.
4. Prepare a postcard questionnaire to be included in the Owner's water bills to gain public input on priority locations. The questionnaire will also be made available on the Owner's website.
5. The Owner will provide printing and social media services to disseminate information on the surveys and promote community engagement.

Task 3 – Data Collection

1. Obtain Owner's infrastructure data including but not limited city limits, pre-annexation shape files, and street related complaint records.
2. Identify private streets and streets maintained by other municipalities within and adjacent to Bryant City Limits.
3. Collect available ARDOT traffic counts, crash data and bridge condition data within Bryant City Limits.
4. Conduct site visits and collect field data for areas where additional information is deemed necessary. Additional field data will be limited to photos and site measurements. Topographic surveys, pavement condition surveys and traffic counts are not included in this data collection.
5. Data from all three tasks will be compiled on GIS maps showing preliminary priority maintenance projects. No cost estimates will be compiled in this phase. A summary report of findings along with recommendations for Phase II will be developed.
6. Recommend additional data including but not limited to traffic counts and geotechnical investigations to be collected in Phase II to supplement existing data, resources and studies.

Task 4 – Project Management

1. GNE will conduct monthly update meetings with the Owner.
2. GNE will inform the Owner of interview times and locations with municipalities, elected officials and major developers prior to each event. The Owner can provide staff to attend these interviews as it deems necessary.
3. GNE will provide a scope of work and budget for Phase II by July 31, 2025 for the Owner's 2026 budget approval.
4. GNE will conduct a Phase I wrap-up meeting with Owner's staff to summarize its findings and recommendations.

Schedule

GNE shall begin work within 30 calendar days after receiving written notice from the Owner and complete the work within 210 calendar days thereafter.

Additional Services

The following listed services are specifically excluded from GNE's scope of work.

- Phase II – Data Analysis and Cost Estimating
- Phase III – Draft Street Maintenance and Widening Plan, Funding Mechanisms, Regulatory Compliance Requirements and Stakeholder Engagement
- Phase IV – Long-Term Street Maintenance and Widening Prioritization Plan

GNE will provide these services for an additional fee. GNE will develop the scope and budget during Phase I to be approved by the Owner as a supplemental agreement.

ATTACHMENT B
Fee

<u>Project Task</u>	<u>Compensation</u>
Task 1	\$ 37,500.00
Task 2	\$75,000.00
Task 3	\$ 22,500.00
Task 4	\$ 15,000.00
Total	\$150,000.00 Lump Sum

Reimbursable Expenses

In addition to the compensation listed above, GNE will be reimbursed for the following items:

- Printing
- Postage
- Advertising fees
- Expenses for travel outside of Pulaski and Saline Counties

Reimbursable expenses will be billed at cost with a markup of 5 percent.

Reimbursable Subconsultants

Subconsultant fees for services provided have been incorporated into the above fee schedule. Subconsultant reimbursable expenses will be billed at cost with a markup of 5 percent.