

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FOR CITY COUNCIL MEETING MARCH 21, 2000

A meeting of the Fayetteville City Council will be held on March 21, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:** Approval of the minutes of the March 7, 2000 City Council meeting.
2. **MUD CREEK TRAIL:** A resolution approving a contract in the amount of ~~\$74,709.00~~ with Milholland Engineering for the design of a multi-use trail along Mud Creek.
30-00 73,763.99
3. **MAINTENANCE BUILDING:** A resolution awarding Bid No. #2000-24 to the lowest bidder, Heckathorn Construction Co., in the amount of \$190,863 plus 15% contingency and a budget adjustment in the amount of \$19,492 for the construction of the solid waste container maintenance building.
31-00
4. **ADVANTAGE ARKANSAS PROGRAM:** A resolution certifying local government endorsement of Computer Management Information Systems located at 2927 N. Point Cir, Ste 1, Fayetteville, Arkansas to participate in the Advantage Arkansas Program (Act 947 of 1993).
32-00
5. **YOUTH CENTER:** A resolution authorizing substitute uses of funds appropriated to the Fayetteville Youth Center on Resolution 93-99. The Youth Center Board requests Resolution 93-99 be amended to provide maintenance at the Youth Center as per their revised maintenance schedule dated February 8, 2000.
33-00
6. **GULLEY PARK:** A resolution approving RFP #00-06 for the Gulley Park Tot Lot Playground to Arkoma Playground and Supply in the amount of \$49,999.
34-00

BLOCK AVENUE GRANT

- 35-00
7. **BLOCK GRANT:** A resolution approving a budget adjustment and expressing the willingness of the City of Fayetteville to utilize Federal Aid Funds in the amount of \$150,000 for improvements to Block Avenue from Dickson Street south and to provide 20 percent (\$37,500) matching funds.
- 36-00
8. **PARKING EQUIPMENT:** A resolution authorizing the Mayor to execute contracts for the purchase and installation of parking management equipment for the Municipal Parking Deck and approving a budget adjustment funding request.

B. **OLD BUSINESS**

- left m1st*
1. **SENIOR COMMUNITY CENTER:** An ordinance approving a 2 mil tax for one year to fund a Senior Citizens Center/Services.
- 4235*
2. **RZA 00-1:** An ordinance approving annexation request RZA 00-1.00 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville. The ordinance was left on the second reading.
- PASS*
3. **RZ 00-3:** An ordinance approving rezoning request RZ 00-3 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential. The ordinance was left on the second reading.
- 4236*
- PASS*

C. NEW BUSINESS

- 4237*
1. **RZ 00-10.00:** An ordinance approving RZ 00-10, submitted by M.B. Stiles for property located at 2650 Old Farmington Road. The property is zoned A-1, Agricultural and contains approximately 0.72 acres. The request is to rezone the property to C-2, Thoroughfare Commercial.
- PASS*

- 4238
PASS
2. **VA 00-1:** An ordinance approving VA 00-1, Millsap Road Investments Lot 17, submitted by Henry Kelly, Jr. of Millsap Road Investments for property located at 655 Millsap Road Lot 17 of CMN Park Phase I. The property is zoned C-2, Thoroughfare Commercial and contains approximately 2.58 acres. The request is to vacate a portion of an existing water line easement within Lot 17.

3. **AD 99-30.00:** A resolution approving AD 99-30 submitted by David Bercaw of Ball and Mourton on behalf of Lenk Development for property located south of Zion Road. The property is zoned R-2, Medium Density Residential and contains approximately 5 acres. The request is to guarantee future construction of Stearns Street with a letter of credit.
- 4

4. **AIRPORT BOARD:** Presentation of the Airport Board's position on Drake Field.

5. **WASTEWATER IMPROVEMENT PROJECT:**

- 37-00 PASS
1. **BLACK AND VEATCH:** A resolution approving the contract with Black and Veatch for engineering services in connection with improvements at the Noland Wastewater Treatment Plant in the amount of \$359,720.00.

- 38-00 PASS
2. **GARVER ENGINEERS:** A resolution approving a contract with Garver Engineers for engineering services in connection with sewer collection system improvements within the White River Basin in the amount of \$391,532.00.

- 39-00 PASS
3. **MCGOODWIN, WILLIAMS AND YATES:** A resolution approving the contract with McGoodwin, Williams and Yates for engineering services in connection with the new west side wastewater treatment plant in the amount of \$955,302, and approval of a budget adjustment.

- 40-00 PASS
6. **SAGE HOUSE/ CHILDREN'S HOUSE:** A resolution approving a lease agreement with EOA for real property to be used by Sage House.
- 41-00 PASS

Legal fees

VOTING RECORD
Meeting of the City Council
March 21, 2000

①

	Roll				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL Absent	—				
REYNOLDS A	—				
AUSTIN	✓				
DAVIS	✓				
TRUMBO A	—				
MAYOR HANNA	✓				
	Consent	3-7 op minutes	Res. MUD Creek	Res. Maint. Bldg.	Res. Advantage ART.
DANIEL	Y				
SANTOS	Y				
YOUNG	Y				
RUSSELL A					
REYNOLDS A					
AUSTIN	Y				
DAVIS	Y				
TRUMBO A					
MAYOR HANNA					
		Res Youth Center	Res. Gully Park	Res. Block St. Grant	Res. Parking Equip
DANIEL					
SANTOS					
YOUNG					
RUSSELL A					
REYNOLDS A					
AUSTIN					
DAVIS					
TRUMBO A					
MAYOR HANNA					

passed

	ord.	Speakers:			
Old Business	senior center	① Randy Zercher			
DANIEL					
SANTOS					
YOUNG	moved	left on first reading			
RUSSELL A	to next meeting				
REYNOLDS A					
AUSTIN					
DAVIS					
TRIMBO A					
MAYOR HANNA					
	ord. RZA-00-1				
DANIEL	y				
SANTOS	y				
YOUNG	y				
RUSSELL A					
REYNOLDS A					
AUSTIN	y				
DAVIS	y				
TRIMBO A					
MAYOR HANNA					
	ord. RZ00-3				
DANIEL	y				
SANTOS	y				
YOUNG	y				
RUSSELL A					
REYNOLDS A					
AUSTIN	y				
DAVIS	y				
TRIMBO A					
MAYOR HANNA					

passed

passed

Speakers.

New Business	① Ord. R200-10.00				Patricia Stiles.
	1st Reading	3rd Reading	Final		
DANIEL	Y	Y	Y		
SANTOS	Y	Y	Y		
YOUNG	Y	Y	Y		
RUSSELL A					
REYNOLDS A					
AUSTIN	Y	Y	Y		
DAVIS	Y	Y	Y		
TRUMBO A					
MAYOR HANNA	Y	Y	Y		

(Pastor) Cliff + Sally Langford

Passed

	② Ord. VA-00-1				Speakers - THAN KELLY
	1st Reading	3rd Reading	Final		
DANIEL	Y	Y	Y		
SANTOS	Y	Y	Y		
YOUNG	Y	Y	Y		
RUSSELL A					
REYNOLDS A					
AUSTIN	Y	Y	Y		
DAVIS	Y	Y	Y		
TRUMBO A					
MAYOR HANNA	Y	Y	Y		

Passed

	③ Res. AD 99-30.00				Speakers Ben Cow, David
	1st Reading				
DANIEL	yes				
SANTOS	yes				
YOUNG	abstained				
RUSSELL A					
REYNOLDS A					
AUSTIN	yes				
DAVIS	yes				
TRUMBO A					
MAYOR HANNA	yes				

TABLED
to go to
street
commission

NEW BUSINESS

4

Speaker
Rick McKimney
Dr. Wallace

	Airport Board	Presentation			
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
TRIMBO					
MAYOR HANNA					

passed.

	5 Waste Water Imp.	5.1 Pres. Black + Veatch	5-2 Res. Garner Eng	5.3 Res. McGoodwin	Speaker 5.3 Carl Yates JEFF ERF ? man from Johnson
DANIEL	1) Y	1st 2nd 3rd	1st 2nd 3rd	1st 2nd 3rd	
SANTOS	2) Y				
YOUNG	Y				
RUSSELL					
REYNOLDS					
AUSTIN		Y	Y	Y	
DAVIS		Y	Y	Y	
TRIMBO					
MAYOR HANNA					

passed.

	6-Res. SAGE House				
DANIEL	Y				
SANTOS	2) Y				
YOUNG	Y				
RUSSELL					
REYNOLDS					
AUSTIN	1) Y				
DAVIS	Y				
TRIMBO					
MAYOR HANNA					

New Business	Res-Telecomm				
DANIEL 2)	y				
SANTOS	y				
YOUNG	y				
RUSSELL A					
REYNOLDS A					
AUSTIN 1)	y				
DAVIS	y				
TRIMBO A					
MAYOR HANNA					
	Res-Sale TAX TOWN Center				Speaker Steve Davis
DANIEL					
SANTOS					
YOUNG					
RUSSELL A					
REYNOLDS A					
AUSTIN					
DAVIS					
TRIMBO A					
MAYOR HANNA					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
TRIMBO					
MAYOR HANNA					

passed.

motion to suspend Rules.

tabled

Consent agenda
April 4, 2000

FINAL AGENDA

CITY COUNCIL

MARCH 21, 2000

Packet instructions:

CONSENT AGENDA

Remove # 4. Sewer Extension and #5 Ruppel Road Extension Project from your Tentative Agenda packet. These items will be on the April 4, 2000 agenda.

Move items #6-9 in your Tentative Agenda Packet up two spaces and renumber your pages.
Example: Tentative Agenda #6 Advantage Arkansas is now #4 on your Final Agenda.

Add to Final Consent Agenda #8 Parking Equipment. This information was handed out at Agenda Session.

NEW BUSINESS

Add # 6 Sage House to your Final Agenda.

Arkansas Athletes Outreach will not be on this agenda. Removed at the request of the Juvenile Concerns Committee.

March 14, 2000

AGENDA SESSION
FOR
CITY COUNCIL MEETING
MARCH 21, 2000

NEW ITEMS:

- Consent*
1. **PARKING EQUIPMENT:** A resolution authorizing the Mayor to execute contracts for the purchase and installation of parking management equipment for the Municipal Parking Deck and approving a budget adjustment funding request.

- New Business*
2. **SAGE HOUSE:** Discussion using City land for Sage House and Children's House. (Maps attached)

- New Business*
3. **ARKANSAS ATHLETES OUTREACH:** A resolution granting money to Arkansas Athletes Outreach. (Item is contingent upon approval from the Juvenile Concerns Committee)

ADDITIONAL INFORMATION:

1. **AD 99-30.00:** Item No. C.3. under New Business. Remove original information in Tentative Agenda Packet and replace with this information.

New Business

Telecommunication Survey - Contract.
See Jerry Row.

Bob -
Zert / absent.
Kyle / not met.

TENTATIVE AGENDA FOR CITY COUNCIL MEETING MARCH 21, 2000

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A. CONSENT AGENDA

1. ✓ **APPROVAL OF MINUTES:** Approval of the minutes of the February 29, 2000 and March 7, 2000 City Council meeting.

2. ✓ **MUD CREEK TRAIL:** A resolution approving a contract in the amount of \$74,709.00 with Milholland Engineering for the design of a multi-use trail along Mud Creek.

3. ✓ **MAINTENANCE BUILDING:** A resolution awarding Bid No. 2000-24 to the lowest bidder, Heckathorn Construction Co. in the amount of \$190,863 plus 15% contingency and a budget adjustment in the amount of \$19,492 for the construction of the solid waste container maintenance building.

Sec 195.1 for maintenance
Removal from agenda 3/14
SEWER EXTENSION: A resolution approving an agreement with Fayetteville Public Schools for construction of a lift station and the sanitary sewer extension to the Middle School, which shall be 100% reimbursable to the City of Fayetteville.

RUPPLE ROAD EXTENSION PROJECT: A resolution approving Change Order No. 2 to the construction contract of Rurple Road Extension Project, with APAC (McClinton Anchor) for the extension of sanitary sewer to the Middle School.

6. ✓ **ADVANTAGE ARKANSAS PROGRAM:** A resolution certifying local government endorsement of Computer Management Information Systems located at 2927 N. Point Cir, Ste 1, Fayetteville, Arkansas to participate in the Advantage Arkansas Program (Act 947 of 1993).

7. **YOUTH CENTER:** A resolution authorizing substitute uses of funds appropriated to the Fayetteville Youth Center on Resolution 93-99. The Youth Center Board requests Resolution 93-99 be amended to provide maintenance at the Youth Center as per their revised maintenance scheduled dated February 8, 2000.
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- Space* →

B. OLD BUSINESS

1. **SENIOR COMMUNITY CENTER:** An ordinance approving a 2 mil tax to fund a Senior Citizens Center/Services. *See Jerry for funding.*
2. **RZA 00-1:** An ordinance approving annexation request RZA 00-1.00 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville. The ordinance as left on the second reading.
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C. NEW BUSINESS

1. **RZ 00-10.00:** An ordinance approving RZ 00-10, submitted by M.B. Stiles for property located at 2650 Old Farmington Road. The property is zoned A-1, Agricultural and contains approximately 0.72 acres. The request is to rezone the property to C-2, Thoroughfare Commercial.

2. **VA 00-1:** An ordinance approving VA 00-1, Millsap Road Investments Lot 17, submitted by Henry Kelly, Jr. of Millsap Road Investments for property located at 655 Millsap Road Lot 17 of CMN Park Phase I. The property is zoned C-2, Thoroughfare Commercial and contains approximately 2.58 acres. The request is to vacate a portion of an existing water line easement within Lot 17.
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4. **AIRPORT BOARD:** Presentation of the Airport Board's position on Drake Field.

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- A. **BLACK AND VEATCH:** A resolution approving the contract with Black and Veatch for engineering services in connection with improvements at the Noland Wastewater Treatment Plant in the amount of \$359,720.00.
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*See for
am
Changes*

*Budget adj
handout*

adit
- Sage o children house. - darlie - handout.
- Kyle - Arkle other. Oct reach. -
- Kyle Bicycle parking.
- asykh - parking.

**DRAFT TENTATIVE AGENDA
FOR
CITY COUNCIL MEETING
MARCH 21, 2000**

A meeting of the Fayetteville City Council will be held on March 21, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

CONSENT AGENDA

Approval of Minutes.

1. **MUD CREEK TRAIL:** A resolution approving a contract in the amount of \$74,709.00 with Milholland Engineering for the design of a multi-use trail along Mud Creek.
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5. **ADVANTAGE ARKANSAS PROGRAM:** A resolution certifying local government endorsement of Computer Management Information Systems located at 2927 N. Point Cir, Ste 1, Fayetteville, Arkansas to participate in the Advantage Arkansas Program (Act 947 of 1993).

~~X~~
OLD BUSINESS

NEW BUSINESS

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655 Millsap Road Lot 17 of CMN Park Phase I. The property is zoned C-2, Thoroughfare Commercial and contains approximately 2.58 acres. The request is to vacate a portion of an existing water line easement within Lot 17.

Consent → (3)

GULLEY PARK: A resolution approving RFP No. 00-06 for the Gulley Park Tot Lot Playground to Arkoma Playground and Supply in the amount of \$49,999.

3 contract / Black & Ve.
Mc Goodwin
Barver. } Sewer
System.
Charlie.

Parking Garage - asphalt / John.
Paving.

Asphalt position ? see altt.
Statement.

I Engineering Contract Sewer improv. proj. A Black & Veitch. B Barver Eng. C. McGoodwin Wilbur - Yates.
memo & contract. Don Bar for 3/21 append.

RESOLUTION NO. 62-97

A RESOLUTION AUTHORIZING GRANTING \$10,000 A YEAR FOR THREE YEARS TO ARKANSAS ATHLETES OUTREACH, INC. FOR AN AAO INTERN FOR THE CHAMPIONS OF CHARACTER PROGRAM.

WHEREAS, Arkansas Athletes Outreach, Inc. (AAO) was founded as a non-profit corporation in 1990 dedicated to the training and equipping of collegiate athletes to make a positive impact and difference in the lives of our community youth; and,

WHEREAS, AAO has three major programs to accomplish its mission: (1) the Campus Outreach Program working on the college campus to strengthen the moral fiber and character of college athletes; (2) the Athletes Helping Kids Program, which utilizes respected athletes to positively influence and mentor youth through community service project; and (3) the Sports Camp Program teaching important athletic and life lessons while utilizing sports skills; and,

WHEREAS, there is a recognized need in our community articulated by the Arkansas State Legislature, the Mayor of Fayetteville, the Fayetteville School District and other national, state, and local organizations for programs designed to strengthen the moral fiber and character of our young people in order to promote personal growth, improve productivity, strengthen relationships, and enhance overall health and good citizenship; and,

WHEREAS, AAO seeks to fill this need by initiating the Champions of Character Project within the existing Athletes Helping Kids Programs; and,

WHEREAS, the Champions of Character Project, endorsed by the Fayetteville Public Schools, will use trained athletes to articulate the message that character and personal integrity count and to provide notoriety, momentum, and visibility for that message; and,

WHEREAS, the Champions of Character Project will provide fourth, fifth and sixth graders in targeted schools with monthly assembly programs introducing the nature, importance and benefits of individual character qualities, provide classroom follow up to show the relevance and application of those qualities and provide for the recognition and reward of students who exhibit these qualities; and,

WHEREAS, AAO proposes to facilitate the Champions of Character Project by securing two interns who will provide 1,700 hours per year at approximately 35 hours per week to assist in and develop the Champions of Character Project; and,

WHEREAS, AAO proposes to apply to the Arkansas Commission on National and Community Service for two AmeriCorps educational award grants to be awarded to the AAO interns for their service to the Fayetteville community; and,

WHEREAS, AmeriCorps will provide an educational award of approximately \$5,000 to each approved intern in addition to an administrative allocation to AAO of \$1,000 per intern; and,

WHEREAS, in order to be eligible for an AmeriCorps Educational Award grant, AAO must obtain community support in providing a living stipend on \$10,000 per intern; and,

WHEREAS, the City of Fayetteville wishes to provide such community support by providing \$10,000 for one AAO intern to be employed and supervised by the AAO and utilized in their Champions of Character Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. The City Council hereby authorizes a grant of \$10,000 per year for three years, subject to yearly budgetary approval, to Arkansas Athletes Outreach, Inc., to be used as a living stipend for an AAO intern to be employed and supervised by the AAO and utilized in their Champions of Character Program. Such grant is contingent upon the AAO vigorously pursuing approval of the AmeriCorps Educational Award grant for such an intern.

PASSED AND APPROVED this 1st day of July, 1997.

APPROVED:

By: 
Fred Hanna, Mayor



ATTEST:

By: 
Traci Paul, City Clerk

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
MARCH 7, 2000**

A meeting of the Fayetteville City Council was held on March 7, 2000 at 6:30 p.m in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas. **Present:** Mayor Hanna, Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young and Russell, City Attorney Jerry Rose, City Clerk Heather Woodruff, Staff, Audience and Press.

CONSENT AGENDA

APPROVAL OF THE MINUTES

Approval of the February 15, 2000 City Council minutes.

MANHOLE REHABILITATION

A resolution approving a construction contract with Kim Construction, Inc. for sanitary sewer manhole rehabilitation, Illinois Basin 6-9 and 16, and White River Mini System 9A, in the amount of \$937,705, and approval of a 5% contingency of \$46,885.

RESOLUTION 24-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT CIP IMPROVEMENTS

A resolution approving a contract with McClelland Consulting Engineers, Inc. for engineering services for the Capital Improvement Program projects at the Airport for the term of one year extendable by contract amendment not to exceed three years.

RESOLUTION 25-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AIRPORT CAPITAL IMPROVEMENT

A resolution approving Task Order #1 to the contract with McClelland Consulting Engineers, Inc. for engineering services for the CIP Projects at the Airport. The amount of the Task Order #1 is not-to-exceed \$71,283.00 and will cover the scope of the design and oversight of the construction of the access drive on the east side of the airport.

RESOLUTION 26-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

PARK'S BUDGET ADJUSTMENT

A resolution approving a budget adjustment in the amount of \$106,121 to realign the Park's Division expenditures.

RESOLUTION 27-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

INTERFACE COMPUTER CENTER

A resolution certifying local government endorsement of IF World dba Interface Computer Center to participate in the Advantage Arkansas Program.

RESOLUTION 28-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OFF-STREET PARKING DISTRICT

A resolution appointing Lamar Anderson to the Off-Street Parking District Number 1.

RESOLUTION 29-00 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

Alderman Davis moved to approve the consent agenda. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

QUESTEC CORPORATION

An ordinance awarding a contract to QuesTec Corporation for preparation of a business plan, waiving competitive bidding, and appropriating up to \$200,00 for preparation of a business plan.

Mr. Rose read the ordinance for the third and final time.

Mr. Rose reminded the council there were a number of changes to the contract and they would need to amend the ordinance at some point.

Ms. Little stated they were asking for \$200,000 for QuesTec Corporation for them to do a feasibility study and business plan for a sports arena in Fayetteville. She presented a revised contract and explained the changes. She noted the schedule of deliverables and milestones and explained what the city would be getting at each date. It was not possible for them to put together a draft lease agreement for the land, however, they were able to assemble a preamble which would set the tone for the lease.

Alderman Davis asked if they did not proceed with the project would they only be out \$150,000.

Mr. Joe ? stated with this type of an arrangement they were getting more than the feasibility study they were also getting a business plan. He believed the two had to go hand in hand. He noted they could buy a feasibility study for less money, but they would not be getting a business plan. In response to questions, he stated they had discussed several locations at the airport.

Alderman Trumbo stated he was concerned about paying the \$200,000 for the feasibility study/ business plan. He felt the equity in the utilities, parking and land was a large contribution. He

questioned why they did not consider the feasibility study and part of the cost of doing business and recoup the money when the bonds were issued, like the city would. He thought it was odd for a project of this size not to go forward for the \$200,000. He thought the city would be willing to help with water or other utilities. He questioned why the city needed to contribute money..

Mr. Joe Greaves replied there was equity in the land and infrastructure, however, the money addressed the fact the city was willing to commit to making the deal happen. He felt it would add to the commitment to the project. It was a good faith gesture..

Alderman Trumbo thought the community wanted the project to go forward, but he had concerns that it was QuesTec's first time to do this type of study. He questioned why QuesTec was not willing to up front the cost of the feasibility study to start building their reputation in the field.

Mr. Joe Greaves replied they had spent a lot of money marketing this project. They had a product which was unique. No other projects existed which they could compare it too. They had made a large investment.

Mr. Joe Butler, an area resident, stated he wanted to see Razorback Hockey at the college.

Ms. McKinney, a resident, expressed concern about the location of the arena. She stated she would like to see the area at another location. The public wanted an arena, but did not care where it was located. She wanted to have the airport's money spent on marketing the airport.

Mr. Shasho, Airport Business owner, stated he did not want to see the council miss an opportunity.

Mr. Pat Ross, Flight Instructor, expressed concern about the investment of airport funds in the project. He had an investment in his business and he did not have anyone subsidize him.

Mr. Rick McKinney, resident, expressed concern about using airport funds and suggested using the money for marketing. He also expressed concern about the location of the arena at the airport.

There were 11 acres still to be developed at the airport which he thought should be used for aviation. There were approximately 50 acres on the east side which could also be developed.

Alderman Daniel asked Mr. Frederick, Airport Manager, how difficult it was to attract airport related businesses to their airport.

Mr. Frederick replied by were competing with 100 airports in Arkansas alone. It was difficult. They had a good airport.

Alderman Daniel stated she was for hockey. She thought Drake Field was a good location, but there was a lot of concern about using airport money. She had spoken with a city which had constructed an ice rink and it had been very successful. It had been a municipal effort. She noted there were a lot of northerners moving into the area. She expressed concern about losing the money.

Alderman Russell stated he understood why they were asking for the money. If the city had not committed financially, then we had all the bargain power, but if we had committed some money then they each come to the table evenly to negotiate for the lease agreement.

Alderman Trumbo stated it was the investor which needed to be convinced to invest.

Alderman Russell replied if the city did not contribute to the study, then the city would have nothing to lose during the negotiations. He questioned this amount of money.

Alderman Trumbo added when they did a bond issue then all the soft cost would be refunded. he thought the developer and the investors should bear the risk of losing money and not the city.

Alderman Davis asked if QuesTec was willing to come down on the price, because they would be recouping the money if it was a go.

Alderman Austin asked if they needed to show good faith to the investor or the company doing the study.

Alderman Trumbo stated he did not believe the investor cared who paid for the feasibility study as long as they had one to look at.

Alderman Reynolds asked if they could use money out of the General Fund.

Mr. Rose replied it has always been the city's contention that the General Fund money could be used for any proper general municipal purpose. The principal had been upheld in the Town Center lawsuit.

Alderman Santos stated if the city really thought it was a good idea, then the city needed to invest in an independent feasibility study.

Mayor Hanna stated if they were to do a city arena, the city would be responsible for the bond payments and it would be a city facility. It was a possibility.

Alderman Austin stated he did not want to raise Fayetteville taxes. He thought it should be a private venture.

Alderman Davis presented attendance of other arenas in the area.

Alderman Young moved to amend the motion to reflect the changes made in March 7, 2000 agreement, exhibit A-1. Alderman Austin seconded the motion. Upon roll call the motion carried unanimously.

Mayor Hanna explained the changes to the contract.

Mayor Hanna called for the vote. Upon roll call the ordinance failed unanimously.

PUBLIC FACILITY BOARD

An ordinance to expand the role of the Public Facilities Board to include recreational facilities and multi-family housing as provided by State Law.

Mr. Rose read the ordinance for the third and final time.

Mayor Hanna stated he thought it was important for the city to make the change in the case the city decided to build an arena.

Alderman Young stated there needed to be a definition for Low or Moderate income.

Alderman Young moved to amend the ordinance to place a “;” after facility and add “qualified residential units for persons of low to moderate income as defined Sect. 142D of the Internal Revenue Code”. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

There was no public comment.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4227 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

WATER/SEWER EASEMENT

An ordinance vacating a 50 ft. wide water easement, filed in Washington County in 1973 (Book 856 at page 720). Sewer line is not located within easement area and new easements have been acquired for the proper location of the lines.

Mr. Rose read the ordinance for the first time.

Alderman Trumbo moved to suspend the rules and move to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Trumbo moved to suspend the rules and move to the third and final reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4228 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

6TH STREET IMPROVEMENT

An ordinance authorizing the City Attorney to seek court ordered possession of land, permanent drainage easement area and temporary construction easement area from part of Lot 5 and 6 Block 10, Ferguson's Addition, being a part of property owned by Estate of Lonnie and Hazel Shook for the extension of 6th Street and Hwy 71B Intersection.

Mr. Rose read the ordinance for the first time.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Austin moved to suspend the rules and move to the third and final reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4229 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

SENIOR COMMUNITY CENTER

Presentation and discussion on the construction of the Senior Center.

Ms. Martha Albright, Council On Aging, stated the project had begun in 1993. She described the

process they had used in determining what was needed and the best way to achieve those goals. From the beginning it has been a joint project between the Council on Aging and the City of Fayetteville. She noted population trends in the nation and in Washington County.

Mr. Darrell Rantis, Architect, explained the goals of the project and a brief history of the site. He presented a model of the project and described the design layout and features of the facility. He presented a list of deductions made to the original design to lower the cost of the building. He compared the cost of the building to other local civic buildings in the area. They basically kept up with the inflation rate. He believed any more cuts could get into the quality of the project. He projected the gross area was 1900 square feet. He estimated \$107 per square foot without site improvement; \$120 per square foot with site improvements.

Alderman Trumbo stated they had to justify increasing taxes. They needed to be getting the most for the money.

Mr. Rantis stated they were ready to go now.

Alderman Trumbo asked if they considered using donations from other companies in the form of materials or labor.

Mr. Rantis stated they had discussed it, but there were some legalities because they had to follow bidding procedures.

Ms. Martha Albright stated the project had on hand or committed: \$500,000 HMR, \$350,000 Community Block Grant, Area Connection \$252,500, fund raisers \$38,540, Wal Mart stock 7, 500. They needed another million dollars. She asked the council to write an ordinance to levy a two mill tax for one year to support the construction of the building.

In response to questions, Mr. Rose explained under the Statutes the city passed a real and personal property tax to be levied by the city for that year to be collected the next year. They could pass it earlier, however it would not be active until that fall. He reminded them that the Police and Fire Pension Fund also had a millage. He suggested they add it to the ordinance. He noted there was a lawsuit on the rollback procedures. He was not sure how much they were going to be required to rollback, so he was unsure of the amount to put in for the Police and Fire. The money would not be collected until 2001. If they used City money to construct anything they would have to use city bidding procedures. When there was a mixture of funds, State, City and Private, whoever was higher on the food chain, their procedures would apply. They could not give money to a non-profit organization. The city would have to contract with them in order to give them money. There would have to be a contract with them in which they agreed to provide certain services for the city. If they built on City property, they would end up owning the building in the end. Another way to do it, was to have the city build the project, then they would lease to the agency.

Under the law, in order to bid the project they had to follow public bidding procedure. They would have to appropriate an amount for the award for the contract. The amount appropriated had to currently available.

Mayor Hanna thought that if they passed the ordinance for the millage, he thought the city might be able to advance the money to construct the facility.

The item will be considered at the next meeting.

CHILDREN'S HOUSE/ SAGE HOUSE

Removed from agenda.

BOTANICAL GARDEN

An ordinance approving an agreement for professional services with Portoco Group for the feasibility study of the Botanical Garden Society of the Ozarks, Inc. as part of the matching grant program award from the Arkansas Department of Parks and Tourism. The contract amount is \$21,895.40. A bid waiver is requested. Approval of a budget adjustment recognizing the grant funding and the city match is also requested.

Mr. Rose read the ordinance for the first time.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Austin seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Austin seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4230 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 99-34

An ordinance approving rezoning request RZ 99-34 submitted by Daniel Broyles on behalf of Robert Norman, Kyle Pendergraft, and Rick Barnes for property located at 1633 E. Zion Road. the property is zoned A-1, Agricultural and contains approximately .76 acres. The request is to rezone the property to R-2, Medium Density Residential.

Mr. Rose read the ordinance for the first time.

Mr. Jamie Jones, resident, stated he had lived there for 34 years. He stated he had not been able to attend the Planning Commission meetings because of a funeral which was out of town. He had notified the Planning Department by letter and phone call stating he was opposed to the rezoning because it violated the character of the neighborhood in favor of the commercial business. The people in the neighborhood had be reassured by previous councils that they would try and preserve the residential character of the neighborhood. He asked the council to consider the neighbors and deny the request.

Mr. Conklin stated he had received a call from Ms. Betty Childers. She was also opposed to the R-2 rezoning and requested R-1 zoning.

Alderman Austin asked Mr. Jones what he thought of R-1 zoning.

Mr. Jones replied he would not be opposed to R-1 zoning because the applicant could still get a conditional use.

Mr. Dan Broyles, applicant representative, explained the applicant planned to operate a professional office with three employees. Their plan was to operate a food brokerage, marketing poultry. They had no intent of altering the structure. The parking was adequate. They would not be receiving products or shipping products from there. They were wanting a conditional use permit. They would not change the structure in any way. No one would be using the property at night. There would not be any additional traffic. This property had been up for sale for a long time. The sale of the property was contingent upon the rezoning. There was a trend for offices to come this direction from the Mall. He noted the neighboring property was also zoned R-2.

In response to questions from Aldermen, Mr. Conklin stated the applicant did not need R-2. They needed a Residential zoning to put a neighborhood commercial use in a residential district.

Alderman Austin asked the applicant if they would consider R-1 zoning.

Mr. Broyles replied when they originally applied for the R-O zoning, they wanted the opportunity by right to operate the business. When they learned of the opposition to the R-O zoning they went with the staff's recommendation of R-2.

Mr. Conklin explained an ordinance had been passed in 1995 which allowed limited neighborhood uses within residential neighborhoods if they were compatible with the residential neighborhood. It must have a residential appearance and not impact the neighborhood. They had approved several of these before in Fayetteville. The reason the staff had recommended R-2 was because the adjoining property and the surrounding property was zoning R-2. The recommended zoning

was consistent and compatible with the surrounding property. The applicant could still apply for a conditional use in R-1.

In response to questions, Mr. Conklin stated the staff would not recommend R-O, but they did recommend R-2 because it was consistent with the neighborhood. The City had passed an ordinance which allowed a conditional use for limited commercial use of residential style structures. When they applied for the permit, they were able to place conditions on the property to help limit the impact on the neighborhood. The idea was to promote mix use.

Alderman Russell questioned why the neighbors would support R-1.

Mr. Jones replied with R-2 zoning they could increase the density. He was concerned with the future use of the property.

In response to questions, Mr. Broyles stated they would like to have a small sign. They wanted to be good neighbors. They planned no alteration to the exterior of the property. They could not alter without approval from the Planning Commission.

Alderman Santos moved to modify the ordinance to R-1 zoning. Alderman Austin seconded the motion. Upon roll call the motion carried by a vote of 7-1-0, Reynolds voting nay.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Austin seconded the motion. Upon roll call the motion carried by a vote of 7-1-0, Reynolds voting nay.

Mr. Rose read the ordinance for the second time.

Alderman Reynolds stated he did not agree with the proposed sign.

Mr. Conklin stated the Planning Commission could restrict the use of the sign.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Trumbo seconded the motion. Upon roll call the motion carried by a vote of 7-1-0, Reynolds voting nay.

Mr. Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the ordinance passed by a vote of 7-1-0, Reynolds voting nay.

ORDINANCE 4231 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 00-2

An ordinance approving rezoning request RZ 00-2 submitted by Bill Keating of Keating Enterprises Inc. for property located at Lots 1 and 2 Sunbridge East. The property is zoned R-O, Residential Office and contains approximately 2.89 acres. The request is to rezone to C-1, Neighborhood Commercial.

Mr. Rose read the ordinance for the first time.

Alderman Davis thought the rezoning would be good for the neighborhood.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Austin seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinances for the third and final time.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4232 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZA 00-1

An ordinance approving annexation request RZA 00-1 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of North Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville.

Mr. Rose read the ordinance for the first time.

Mr. Conklin stated he had not heard of any opposition to the rezoning.

Mayor Hanna added this was the property adjacent to the property they annexed at the last meeting.

Alderman Young asked the applicant if they realized due to the sewer capacity, the city could not guarantee sewer service.

Alderman Daniel stated she was concerned about additional traffic in the area.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Austin seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

THE ORDINANCE WAS LEFT ON THE SECOND READING.

RZ 00-3

An ordinance approving rezoning request RZ 00-3 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The request is to rezone to R-1, Low Density Residential.

Mr. Rose read the ordinance for the first time.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Santos seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

THE ORDINANCE WAS LEFT ON THE SECOND READING.

RZ 00-8

An ordinance approving rezoning request RZ 00-8 submitted by R. Read Hudson on behalf of Tyson Foods for property located at 2647 S. School Ave. the property is zoned I-1, Heavy Commercial/ Light Industrial and contains approximately 53.38 acres. The request is to rezone to I-2, General Industrial.

Mr. Rose read the ordinance for the first time.

Alderman Davis stated the company had been doing the same business since they purchased the property in 1983. They currently employ 800 plus people. They were good corporate neighbors.

Alderman Trumbo added it fit into our 2020 Plan.

Alderman Russell questioned the use of the property before Tyson bought the property.

Mayor Hanna stated Shakespear had owned the property and it was heavy manufacturing. Alderman Russell questioned why they were allowed to go in to begin with.

Mayor Hanna stated he thought the zoning ordinances had changed throughout the years by adding use units.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Mr. Gary Tacket stated he owned ten acres next to this property. He thought getting in compliance was the right thing to do, but thought the damage had already occurred. He expressed concern about the noise and the smell. It was a problem for his property.

Mayor Hanna stated they were trying to tighten down on things like this. They were trying to do things properly.

Mr. Tacket stated he did not live on the property. He had not been complaining because he thought it was in compliance, had he known he would have been complaining.

Mr. Rick McKinney, an area resident, expressed concern about odor and toxic chemicals being used at the plant. He questioned Tyson about starting construction with the building permit.

Alderman Daniel asked if they could store the ammonia at a different location.

Mr. Archie Schaffer, Tyson Foods, stated it could not be separated. It was stored and regulated by other government departments. They were in full compliance with EPA regulations. In response to questions, he stated they stored a couple of truck loads of ammonia. He explained when there was an ammonia leak it would pop a valve to prevent a larger leak. Typically it was on the roof of the building.

Mr. Rose stated Tyson had used this facility for sixteen years in a manner consistent with I-2 and done it with the full knowledge of the city. It has been used as I-2 for the past sixteen years.

Alderman Santos moved to suspend the rules and move to the third reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third time.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4233 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

RZ 00-9

An ordinance approving rezoning request RZ 00-9 as submitted by Charles Venable on behalf of the City of Fayetteville for property located at the southwest corner of Razorback Road and Cato

Springs Road. The property is zoned R-2, Medium Density residential and contains approximately 19.47 acres. The request is to rezone to I-1, Heavy Commercial/ Light Industrial.

Mr. Rose read the ordinance for the first time.

Alderman Santos moved to suspend the rules and move to the second reading. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Davis seconded the motion. upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Mayor Hanna called for the vote. Upon roll call the ordinance passed unanimously.

ORDINANCE 4234 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of March 21, 2000

FROM:

Jim Beavers Engineering Public Works
Name Division Department

ACTION REQUIRED:

Approval of an engineering contract in the not-to-exceed amount of \$73,763.99 with Milholland Engineering for the design and bidding of a multi-use trail along Mud Creek.

COST TO CITY:

<u>\$73,763.99</u> cost of this Request	<u>\$750,000</u> Project Budget	<u>Fayetteville</u> <u>Multi-use Trails</u> Project Name
<u>4470-9470-5814.00</u> Account Number	<u>\$29,735</u> Funds Used To Date	<u>Sidewalks/Trails</u> Program Name
<u>99081-1</u> Project Number	<u>\$720,265</u> Remaining Balance	<u>Sales Tax</u> Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Emma Bagley for
Marilyn Cramer
Accounting Manager
[Signature]
City Attorney
[Signature]
Purchasing Officer

2/25/00
Date
2/28/00
Date
2-29-00
Date
[Signature]
ADA Coordinator
[Signature]
Internal Auditor

2-28-00
Date

STAFF RECOMMENDATION: Approval

[Signature] 2/23/00
Division Head Date
[Signature] 3-1-00
Department Director Date
[Signature] 2-29-00
Administrative Services Director Date
[Signature] 3/1/00
Mayor Date

Cross Reference

New Item: **Yes**

Prev Ord/Res # _____

Orig Contract Date: _____

STAFF REVIEW FORM

Page 2

Description Mud Creek Trail Meeting Date March 21 '00

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *JB*

Date: February 23, 2000

Re: Council Meeting March 21, 2000
Contract for design and construction management - Milholland Engineering -
Multi-use trail on Mud Creek

The City of Fayetteville plans to design and construct five trails utilizing \$150,000.00 in City funds and \$600,000.00 in Federal funding. Four of the trails will be designed "in-house" and one trail is proposed to be contracted.

Trail number five is proposed for the south and north sides (crossing at planned development bridges) of Mud Creek west of Highway 71B. This trail will be designed to be adjacent to floodways and/or wetlands and/or mitigated wetlands for the development (CMN) as designed by the consultant with involvement of the USACOE and others as applicable. Due to Milholland's previous work with the Corps of Engineers and others in the wetlands mitigation for the CMN project, trail number five is proposed to be designed by Milholland Engineering.

The proposed contact includes:

Design	\$68,328.17
Bidding and award	<u>\$5,435.82</u>
total this contract	\$73,763.99

The construction management and construction staking will be negotiated after final design.

enc:

1. Map
2. Contract (copy, originals with City Clerk)

Trail design by Milholland

Mud Creek
A. 2. Page 4

FAYETTEVILLE QUADRANGLE

ARKANSAS—WASHINGTON CO.

7.5 MINUTE SERIES (TOPOGRAPHIC)

7156 11 NE
(SONORA)

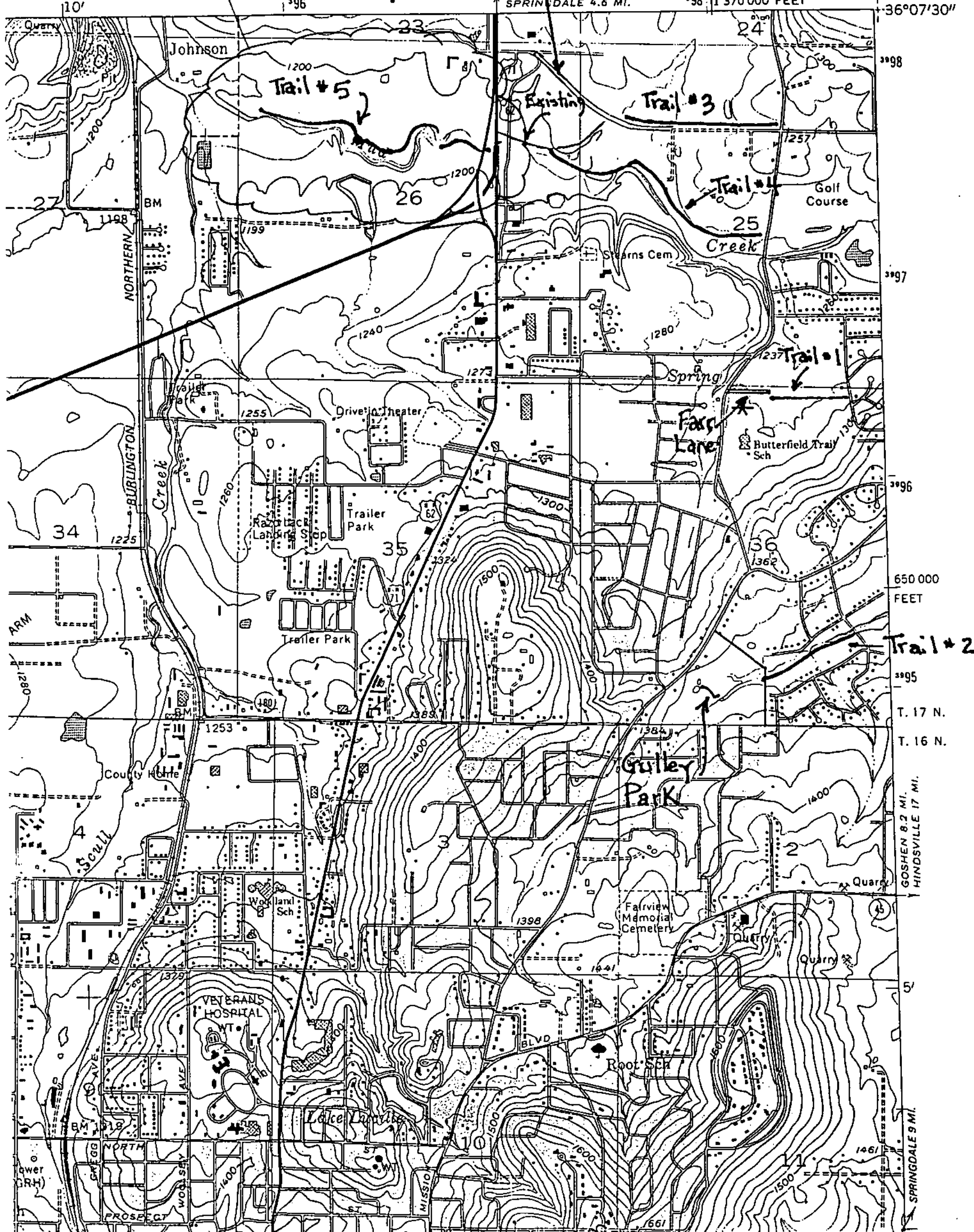
Joyce Blvd

ROGERS 15 MI.
SPRINGDALE 4.6 MI.

11 370 000 FEET

94°07'30"

36°07'30"



ENGINEERING SERVICE AGREEMENT
FOR
MUD CREEK MULTI-USE TRAIL

E-576

OWNER:

CITY OF FAYETTEVILLE

Fred Hanna, Mayor
Jim Beavers, Engineer
113 West Mountain Street
Fayetteville, Arkansas 72701
Telephone: (501) 575-8330

February 2000

MILHOLLAND COMPANY

Engineering & Surveying
Melvin L. Milholland, PE
205 West Center Street
Fayetteville, Arkansas 72701
Telephone: (501) 443-4724
Fax: (501) 443-4707
Email: EngrMCO@aol.com

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this _____ day of _____ 2000,
by and between the City of Fayetteville acting by and through its Mayor hereinafter called the
"OWNER" and Milholland Company, Engineering and Surveying, with offices located in
Fayetteville, Arkansas, hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to construct a multi-use hard surface trail;

and Whereas the "OWNER'S" forces are fully employed on other urgent work that prevents their
early assignment to the aforementioned work; and Whereas, the "ENGINEER'S" staff is adequate
and well qualified and it has been determined that its current work load will permit completion of
the plans for the project on schedule;

Now therefore, it is considered to be in the best public interest for the "OWNER" to obtain
assistance of the "ENGINEER'S" organization in connection with said engineering services. In
consideration of the faithful performance of each party of the mutual covenants and agreements
set forth hereinafter, it is mutually agreed as follows:

SECTION I - EMPLOYMENT OF ENGINEER:

The "OWNER" agrees to employ the "ENGINEER" to perform, and the "ENGINEER" agrees to
perform, professional engineering services in connection with the project set forth in the Sections
to follow; and the "OWNER" agrees to pay and the "ENGINEER" agrees to accept, as specified
in the Sections to follow as full and final compensation for work accomplished in the specified
time.

SECTION II - DESCRIPTION OF THE PROJECT:

Professional Services for this Project is for the development and construction of a Hard Surface Multi-Use Trail from the east side of Front Street westerly along Mud Creek through lots 17, 12, 9 and terminate near the western boundary of said Lot 4 of CMN Business Park II, Phases I & II, Fayetteville, Arkansas; Said trail shall be constructed 10 - 14 feet in width located within a combined "Access and utility Easement" 25 feet in width as approved for said CMN Business Park II, Phases I & II, and in particularly as depicted on recorded and filed "Deed Restriction" Documents with Washington County Circuit Clerk's Office and COE, and across the US 71B Right-of-Way. Said trail is to traverse across Mud Creek within said Mall Avenue and the existing Front Street, and shall cross over Steele Boulevard, and shall traverse under the Fulbright Expressway/US 71 B/North College Bridges along the South side of said Creek

The anticipated Phases of the Project for which engineering and surveying services are to provided are specifically named, as follows;

- PHASE No. 1: Design Engineering: Stages within this Phase are as follows;
- A.) Concept Layout Plan;
 - B.) Preliminary Layout Plan;
 - C.) Collect & Compile Field Data;
 - D.) Determine the Need for and Initiate Sub-Contracts from Professionals for Specialized Services, such as, Geotechnical, Permit construction in Flood Way, permit for construction on US Highway Right-of-Way;
 - E.) Design & Develop Construction Plans and Specifications;
 - F.) Submit Plans and Specifications to OWNER and AHTD for approval;

PHASE No. 2: Bids & Award of Contract;

PHASE No. 3: Construction Phase Services";

SECTION III - INFORMATION & SERVICES:

The "OWNER" will furnish any specifications, standards and other information which may relate to the project including GPS survey data. Aerial mapping data will be provided, free of charge, to the "ENGINEER" on magnetic media.

**SECTION IV - SERVICES TO BE FURNISHED BY THE "ENGINEER" DURING
"DESIGN" PHASE:**

The project will be designed and constructed to meet AASHTO standards in accordance with the 1999 "Guide for the Development of Bicycle Facilities", and other related Standards. Construction specifications shall be based on "Standard Specifications for Highway Construction Edition 1996 of the AHTD" and latest special provisions and City of Fayetteville Specifications relating to the design of this project. The design concept with regard to water and sewer relocations, geometric, detours, right-of-way, utility easements, and other related items shall be submitted by the "ENGINEER" (in the form of a Preliminary Engineering Assessment) and approved by the "OWNER" prior to beginning design work.

The "ENGINEER" shall provide all field survey data from field work for designing the project and this shall be tied to the "OWNER'S" GPS control network. Field survey data shall include cross-sections @ 100 LF Stations, plus PC & PT of curves.

The "ENGINEER" shall be responsible for obtaining, interpreting and evaluating geotechnical or any other form of data necessary for the design of this project.

The "ENGINEER" shall tie control to and reference Wetlands Delineations sites and 100-year Flood Way & Deed Restricted Boundaries established and recorded during the development of CMN Business Park II, Phases I & II.

The "ENGINEER" shall not be required to provide Grading Plans, nor Drainage Studies, as required by City of Fayetteville Development Regulations.

The "ENGINEER" shall conduct "Special" Professional Services through the following Sub-Contractors:

A.] GEOTECHNICAL: Geotechnical tests for subgrade construction: This will be sub-contracted to a local Professional Materials & Testing Engineer: Grubbs Hoskyn Barton & Wyatt, Inc. provided Milholland Engineers Geotechnical services for the development of CMN Business Park II, therefore, plans are to use said firm on this project, which is primarily within said development;

B.] HYDROLOGY: Storm Water Hydraulics Study adequate for Permits from the USDA - Corps-of-Engineers to construct part of project in the Flood way, and to Discharge run-off waters into the Created Wet Lands and across Deed Restricted Boundaries; Garver Engineers provided Milholland Engineers hydraulics for Mud Creek in the development of CMN Business Park II, therefore, plans are to use said firm for this project;

C.] ARCHAEOLOGICAL: These services are not anticipated. Should the need arise, a local firm is available which provided services for said CMN Business Park II project;

D.] CULTURAL RESOURCES: These services are not anticipated. Should the need arise, a local firm is available which provided services for said CMN Business Park II project;

E.] ENVIRONMENTAL: These services are not anticipated. Should the need arise, a local firm is available which provided services for said CMN Business Park II project;

F.] WETLANDS DELINEATION: These services are not anticipated. Should the need arise, a local firm is available which provided services for said CMN Business Park II project;

The "ENGINEER" shall provide surveying, mapping, and related services as required to prepare Right-of-Way / Easement documents for the "OWNER'S" use in acquisition activities.

The "ENGINEER" shall furnish plans to all utility companies affected by the project and if necessary, shall conduct a coordination meeting among all affected utility companies to enable them to coordinate efforts for the necessary utility relocations. This coordination meeting will take place at the City Engineer's office.

During the final "design" phase of the project, the "ENGINEER" shall conduct final designs to prepare construction plans and specifications including final construction details and quantities, special provisions, cost estimates, make final field inspection with "OWNER", make any needed plan changes as a result of the final field inspection and all other work required to advertise and receive bids.

Prior to the start of construction, the "ENGINEER" shall establish benchmark for elevation control and tie layout work to Fayetteville's GPS.

SECTION V - COORDINATION WITH "OWNER":

The "ENGINEER" shall hold conferences throughout the design of the project with representatives of the "OWNER" to the end that the design, as perfected, shall have full benefit of the "OWNER'S" knowledge and be consistent with the current policies and construction practices of the "OWNER". The "OWNER" reserves the right to accept or reject any or all plans, but this stipulation will not relieve the "ENGINEER" of responsibility for the design of the project.

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK:

Review of the work as it progresses under this Agreement shall be made at the "OWNER'S" conference facilities as directed by the City Public Works Director.

SECTION VII - CONCEPT AND PRELIMINARY SUBMISSION:

The "ENGINEER" shall submit two (2) sets of concept plans, two (2) sets of preliminary plans and three (3) sets of the final plans for field inspections.

SECTION VIII - FINAL SUBMISSION:

The final submission for the construction contract shall consist of the following:

- A. One (1) copy of all design calculations: A complete drainage study and design calculations in accordance with the City Ordinance is not anticipated for this project. The area within said CMN Business Park II was considered as part of that project's development, and that part within the highway ROW will be designed to AHTD requirements for Permitting;
- B. Three sets of final plans, contract documents and specifications
- C. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with the latest release of AutoCAD software used by the city.
- D. The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

SECTION IX - - - ENGINEER RESPONSIBILITY DURING "BIDDING" AND "CONSTRUCTION" PHASES:

During the "Bidding" phase of the project, the "ENGINEER" shall provide all engineering and administrative services needed to obtain bids for the construction project, evaluate the bids, and consult with and advise the "OWNER" as to the acceptability of the best bidder.

During the "Construction" phase of work, the "ENGINEER" shall provide administrative and engineering services including resident construction observation services to determine whether the Contractor has met the requirements of the design plans and specifications. The "ENGINEER" shall review the Contractors progress payment requests based on the actual quantities of contract items completed and accepted, and shall make a recommendation to the "OWNER" regarding payment.

SECTION X - SUBCONTRACTING:

Subcontracting by the "ENGINEER" of any of the services provided herein shall require prior approval by the "OWNER". ***Refer to SECTION IV- fourth paragraph;

SECTION XI - TIME OF BEGINNING AND COMPLETION:

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the plans for bid no later than September 15, 2000.

The above completion time is predicated upon the fact that the "OWNER" will cause to be processed approvals of interim work in an expeditious manner 15 days per submittal, AND that the Notice-to-Proceed for the construction contract can be awarded within the six (6) month period following the AHTD approval, AND, that the review, approval & permitting process by other Agencies, Governmental or otherwise, is complete within the above time frame.

ENGINEER'S DISCLAIMER: The Engineer shall not be held to the restricting terms of this contract when the process is delayed by means beyond the Engineer's control; SUCH AS, but limited to, Reviewing Agencies, Public or personnel interest, public hearings, COE permitting process, AHTD approval process, Archaeological-Environmental or Cultural Resource concerns, reviews and permitting process, and any other action, which may impede the Engineer's design, bidding and/or construction process.

SECTION XII - FEES AND PAYMENTS:

A. "DESIGN" PHASE SERVICES:

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 165 % of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

- 1) "Design" phase services:

SUB-TOTAL "DESIGN": APPENDIX "A": - - - - -	\$ 50,415.80
1.A. Geotechnical: APPENDIX "D": - - - - -	\$ 5,500.00
1.B. Hydrology: APPENDIX "E": - - - - -	\$ 3,500.00
SUB-TOTAL - - - - -	\$ 59,415.80
- 2) Fixed fee for "Design" services: 5% of 1.A and 1.B. above,
plus 15% of Sub-Total Design \$ 8,012.37

TOTAL "DESIGN" \$ 67,428.17
- 3) Reimbursable Expenses: APPENDIX "A-2": - - - - - \$ 900.00
- 4) Engineering Contract amount for "Design" phase
services not to exceed: - - - - - \$ 68,328.17

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. Subject to the City Council approval, adjustment of the upper limit may be made should the "ENGINEER" establish and the "OWNER" agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the "OWNER" decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

Appendix "J" covers the classification of personnel and the salary rate for all personnel to be assigned to this project by the "Engineer".

Final payment for Design services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Design" phase for the project.

B. "BIDDING" PHASE SERVICES:

For "Bidding" phase services rendered by the "Engineer", the owner shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 165% of direct labor costs (plus direct reimbursable expenses associated with the project), plus fixed fees which are as follows:

- 1) "Bidding" phase services costs not to exceed: APPENDIX "B": - - - - - \$ 4,426.80
- 2) Fixed fee for "Bidding" services: (15%) \$ 664.02
- 3) Reimbursable Expenses: APPENDIX "B-2": - - - - - \$ 345.00
- 4) Engineering contract amount for "Bidding"
phase services not to exceed: - - - - - \$ 5,435.82

The basis for this estimate is Appendix "B". The "ENGINEER" shall invoice the "OWNER" monthly for construction phase services, and the final payment for "Construction" Phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project.

Final payment for "Bidding" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Bidding" phase of the project.

Final payment for "Bidding" phase services shall be made upon the "Owner's" approval and acceptance with satisfactory completion of the "Bidding" phase of the project.

C. "CONSTRUCTION" PHASE SERVICES: *To be included in Contract, Amended prior to Award of Contract.*

For "Construction" phase services rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 165% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

- 1) "Construction" phase services costs not to exceed: *See NOTE Below
- 2) Fixed fee for "construction" phase services: \$ - 0 -
- 3) Reimbursable Expenses: \$ - 0 -
- 4) Engineering Contract amount for "Construction" phase services not to exceed \$ - 0 -

(Based upon an assumed construction period not to exceed _____ consecutive calendar days.)

*NOTE: "Construction" Phase Services: Section "C" to be negotiated as an "Amendment-to-the Contract" after Bidding Process.

The basis for this estimate is Appendix "C". The "ENGINEER" shall invoice the "OWNER" monthly for construction phase services, and the final payment for "Construction" Phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project.

D. "GEOTECHNICAL INVESTIGATION" SERVICES:

For geotechnical investigative services associated with design, the "OWNER" shall pay the "ENGINEER" on the basis of hourly rates and unit prices set forth in Appendix "D" a fee, not to exceed \$5,500.00. The basis of this upper limit and justification for the fee is contained in Appendix "D", attached hereto.

E. "HYDROLOGY SERVICES" RELATED TO MUD CREEK BRIDGE AT 71B: For 100 year Flood Way Study & services associated with design, the "OWNER" shall pay the "ENGINEER" on the basis of hourly rates and unit prices set forth in Appendix "E" a fee, not to exceed \$3,500.00. The basis of this upper limit and justification for the fee is contained in Appendix "E", attached hereto.

F. ARCHAEOLOGICAL: These services are not anticipated. Should the need arise, a local firm is available which provided services for said CMN Business Park II project;

G. CULTURAL RESOURCES: These services are not anticipated. Should the need arise, a local firm is available which provided services for said CMN Business Park II project;

- H. **ENVIRONMENTAL:** These services are not anticipated. Should the need arise, a local firm is available which provided services for said CMN Business Park II project;
- I. **WETLANDS DELINEATION:** These services are not anticipated. Should the need arise, a local firm is available which provided services for said CMN Business Park II project;

E. "SPECIAL" SERVICES:

For "Special" services, such as preparation of detailed easements and/or construction staking, the "OWNER" shall pay the "ENGINEER" as follows:

- 1) For "Easement" preparation services, the "OWNER" shall pay the "ENGINEER" an estimated fee of \$1,000.00 per location with the final negotiated fee for easement preparation to be determined after the completion of an Ownership Map and Preliminary Engineering. Easements into or adjacent to Deed Restricted areas may require other documents to be revised. Fees, as required, by other Professional, such as, Abstractors, Attorneys, etc., shall be in addition to the Engineering Services.
- 2) For "Construction Staking" services, if authorized in writing separately from this Agreement, the "ENGINEER" shall stake a Construction Baseline consisting of control points, such as, angle points, Point-of-Intersections (PI of Path), intersection with existing streets and Bench Marks (Bms).

This construction staking is to be performed by the "ENGINEER" one time only, with additional staking to be the responsibility of the Contractor. For this work, the "OWNER" shall pay the "ENGINEER" on the basis of actual salary cost for work time directly connected with construction staking, plus payroll additives and general overhead costs of 165 % of direct labor costs, plus direct reimbursable expenses, plus a fixed fee payable as follows:

- | | |
|--|-------------------------------------|
| a) "Construction Staking" costs not to exceed: | * <u>"See NOTE Below"</u> |
| b) Fixed fee for "construction" phase services: | \$ <u> - 0 - </u> |
| c) Reimbursable Expenses: | \$ <u> - 0 - </u> |
| d) Engineering Contract amount for "Construction" phase services not to exceed | \$ <u> - 0 - </u> |

*NOTE: "SPECIAL SERVICES": Section "E.2" to be negotiated as an "Amendment-to-the Contract" after Bidding Process.

SECTION XIII - CHANGES:

The "OWNER" may at any time, by written order, make changes within the general scope of the contract in the work and services to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable increase or decrease shall be made in the upper limit contract amount, including fee or time of required performance, or both, and the contract shall be modified in writing accordingly.

Changes, modifications or amendments in scope, price or fees to this contract shall not be allowed without a formal contract amendment approved by the Mayor or the City Council in advance of the change in scope, price of fees.

Any claim by the "ENGINEER" for adjustment under this clause must be asserted with thirty (30) days from the date of receipt by the "ENGINEER" of the notification of change; provided, however, that the "OWNER" if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION XVII MISCELLANEOUS PROVISIONS, (1) Dispute Resolutions. However, nothing in this clause shall excuse the "ENGINEER" from proceeding with the contract as changed.

SECTION XIV - OWNERSHIP OF DOCUMENTS:

All documents, including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of the "OWNER". The "ENGINEER" may retain reproduced copies of drawings and copies of other documents.

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT:

It is understood that the "OWNER" will have the right to suspend or cancel the work at any time.

- A. Postponement - Should the "OWNER", for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER", who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be canceled as hereinafter provided.

- B Cancellation - Should the "OWNER", for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER", who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid on a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

SECTION XVII - MISCELLANEOUS PROVISIONS:

1. Dispute resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of \$10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than \$10,000 shall be subject to mediation.
2. Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S") activities, or those subcontractors, its agents, or its employees during the time this contract is in force.
3. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "Engineer" shall be a professional engineer, licensed in the State of Arkansas.
4. Engineers Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS:

The "OWNER" and the "ENGINEER" each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement, except as above, neither the "OWNER" nor the "ENGINEER" shall assign, sublet or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any possible personal liability on the part of any officer or agent of any public body which may be party hereto.

SECTION XIX - COVENANT AGAINST CONTINGENT FEES:

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the "ENGINEER", to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the "ENGINEER", any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the "OWNER" shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first herein written.

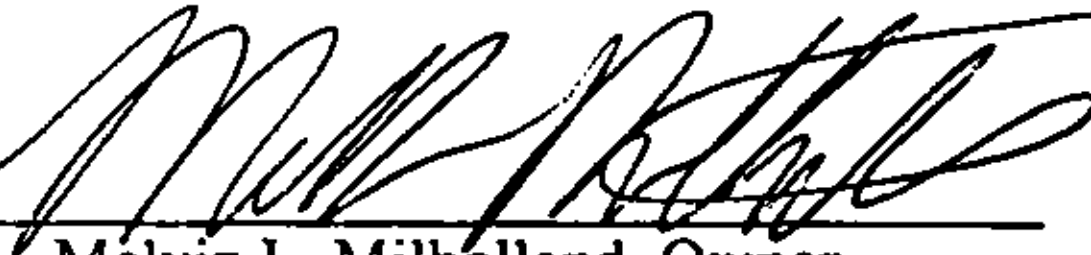
OWNER:
CITY OF FAYETTEVILLE

By: 
Fred Hanna, Mayor

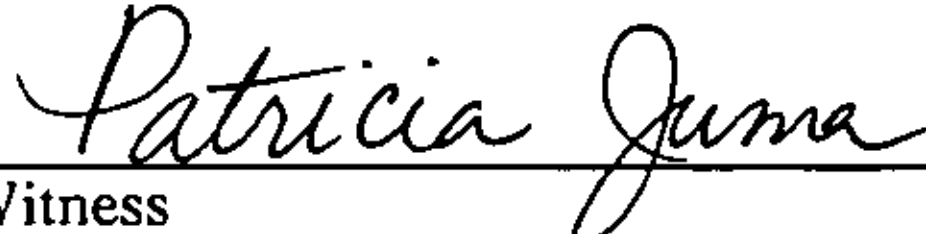
ATTEST:

City Clerk

ENGINEER:
MILHOLLAND COMPANY
Engineering & Surveying

By: 
Melvin L. Milholland, Owner

ATTEST:


Witness

APPENDIX "A"

PHASE I: DESIGN ENGINEERING

MUD CREEK MULTI-USE TRAIL
Project No. E-576
Hourly Charges

MILHOLLAND COMPANY: Engineering & Surveying
205 West Center Street, Fayetteville, AR 72701
Telephone/Fax: (501) 443-4724 / 443-4707
E-mail: EngrMCO@aol.com

PHASE No. 1: DESIGN ENGINEERING

APPENDIX "A"

ENGINEERING SERVICES	ENGR/MGR. V	ENGR/PROJ IV	ENGR/RLS III	CAD TECH II	CAD TECH I	SURVEYOR II	SURVEYOR I	CLERICAL	TOTALS
A) DEVELOP CONCEPT PLAN	8.00	6.00	1.00	12.00	2.00	4.00	0.00	2.00	35.00
B) DEVELOP PRELIMINARY PLAN	12.00	8.00	4.00	16.00	4.00	4.00	0.00	6.00	54.00
C) FIELD DATA: COLLECT & COMPILE	6.00	6.00	8.00	12.00	0.00	114.00	106.00	0.00	252.00
D) SUB-CONTRACTORS: CORRELATION	14.00	12.00	0.00	8.00	2.00	12.00	8.00	4.00	60.00
E) DESIGN PATH	20.00	40.00	20.00	20.00	10.00	20.00	8.00	0.00	138.00
F) CHECK FOR COMPLIANCE									0.00
1) AASHTO GUIDE	8.00	20.00	6.00	4.00	2.00	2.00	0.00	0.00	42.00
2) C O E	16.00	16.00	2.00	4.00	2.00	2.00	0.00	0.00	42.00
3) AHTD (R.O.W. & Guide)	16.00	16.00	2.00	2.00	0.00	2.00	0.00	0.00	38.00
4) CITY OF FAYETTEVILLE	20.00	8.00	0.00	8.00	2.00	4.00	2.00	2.00	46.00
G) DEVELOP CONSTRUCTION PLAN/SPEC.	10.00	10.00	8.00	100.00	24.00	6.00	2.00	8.00	168.00
H) PLANS/SPEC. APPROVAL PROCESS-LR	12.00	12.00	4.00	12.00	8.00	4.00	0.00	12.00	64.00
I) ENGINEER'S ESTIMATE	10.00	18.00	2.00	6.00	6.00	0.00	0.00	1.00	43.00
TOTAL HOURS	152.00	172.00	57.00	204.00	62.00	174.00	126.00	35.00	982.00
HOURLY RATE	\$92.75	\$70.00	\$57.40	\$39.75	\$27.25	\$39.75	\$27.25	\$24.50	
TOTAL COSTS	\$14,098.00	\$12,040.00	\$3,271.80	\$8,109.00	\$1,689.50	\$6,916.50	\$3,433.50	\$857.50	\$50,415.80

MAXIMUM-NOT-TO-EXCEED: \$57,978.17

PHASE NO. 1 - TOTAL AMOUNT: \$57,978.17
FIXED FEE (15%): \$ 7,562.37

MUD CREEK MULTI-USE TRAIL
Project No. E-576
Hourly Charges

MILHOLLAND COMPANY: Engineering & Surveying
205 West Center Street, Fayetteville, AR 72701
Telephone/Fax: (501) 443-4724 / 443-4707
E-mail: EngrMCO@aol.com

PHASE No. 1: DESIGN ENGINEERING **APPENDIX "A-2"** **Page Two (2)**
REIMBURSABLE EXPENSES

No.	ITEMIZED LIST	ESTIMATED UNITS	UNIT COST	ESTIMATED COST
A.	Long Distance Telephone / Fax Cost	Minute	Cost x 1.5	\$100.00
B.	Printing:			
1.	Plotter Paper & Ink	15 Sheets x 4 = 60 Sheets	\$1.00	\$60.00
2.	Blue line Paper & Fluid	10 Sheet Sets x 5 = 50 Sheets	\$0.50	\$25.00
3.	Specification Books	150 Sheets / Set x 6 = 900 Sheets	\$0.10	\$90.00
C.	Mail Costs:			\$100.00
D.	Mileage:	500 Miles	\$0.30	\$150.00
E.	Trip to AHTD @ Little Rock	1	\$125.00	\$125.00
F.	Field Supplies: Hubs, Iron Pins, Flagging, Lathes, Stakes, Etc.			\$250.00
				\$900.00

TOTAL REIMBURSABLE EXPENSES: \$900.00

APPENDIX "B"

PHASE II: BIDS & AWARD OF CONTRACT

MILHOLLAND COMPANY: Engineering & Surveying
205 West Center Street, Fayetteville, AR 72701
Telephone/Fax: (501) 443-4724 / 443-4707
E-mail: EngrMCO@aol.com

MUD CREEK MULTI-USE TRAIL
Project No. E-576
Hourly Charges

APPENDIX "B"

PHASE No. 2: BIDS & AWARD OF CONTRACT

PHASE NO. 2: BIDS & AWARD OF CONTRACT									
ENGINEERING SERVICES	ENGR/MGR. V	ENGR/PROJ IV	ENGR/RLS III	CAD TECH II	CAD TECH I	SURVEYOR II	SURVEYOR I	CLERICAL	TOTALS
A) PREPARATION FOR ADVERTISEMENT	1.00	2.00						10.00	13.00
B) CONSULTATION DURING BIDDING	4.00	12.00						0.00	16.00
C) ANALYSIS OF BIDS	2.00	8.00						10.00	20.00
D) ENGINEER'S RECOMMENDATION	2.00	2.00						2.00	6.00
E) NOTICE-OF-AWARD	1.00	2.00						2.00	5.00
F) PRE-CONSTRUCTION CONFERENCE	3.00	3.00	2.00			2.00	2.00	2.00	14.00
G) PRODUCE PLANS & SPECIFICATIONS	1.00				6.00			2.00	9.00
TOTAL HOURS	14.00	29.00	2.00	0.00	6.00	2.00	2.00	28.00	83.00
HOURLY RATE	\$92.75	\$70.00	\$57.40	\$39.75	\$27.25	\$39.75	\$27.25	\$24.50	
TOTAL COSTS	\$1,298.50	\$2,030.00	\$114.80	\$0.00	\$163.50	\$79.50	\$54.50	\$686.00	\$4,426.80

FIXED FEE (15%):	\$ 664.02
PHASE NO. 2 - TOTAL AMOUNT:	\$5,090.82

MAXIMUM-NOT-TO-EXCEED: \$5,090.82

MUD CREEK MULTI-USE TRAIL
Project No. E-576
Hourly Charges

MILHOLLAND COMPANY: Engineering & Surveying
205 West Center Street, Fayetteville, AR 72701
Telephone/Fax: (501) 443-4724 / 443-4707
E-mail: EngrMCO@aol.com

PHASE No. 2: BIDS & AWARD OF CONTRACT

APPENDIX "B-2"

REIMBURSABLE EXPENSES

Page Two (2)

No.	ITEMIZED LIST	ESTIMATED UNITS	UNIT COST	ESTIMATED COST
A.	Plotter Set	25 Sheets	\$1.00	\$25.00
B.	10 Sets: [City (1), AHTD (2), MCO (2), Bidders (5) = 10 Sets]	10 x 14 = 140 Sheets	\$0.50	\$70.00
C.	Specification / Bid Books: 10 Sets	10 x 250 = 2,500 Sheets	\$0.10	\$250.00
				\$345.00

APPENDIX "C"

PHASE III: CONSTRUCTION OBSERVATION, STAKING & AS-BUILTS

MUD CREEK MULTI-USE TRAIL
Project No. E-576
Hourly Charges

MILHOLLAND COMPANY: Engineering & Surveying
205 West Center Street, Fayetteville, AR 72701
Telephone/Fax: (501) 443-4724 / 443-4707
E-mail: EngrMCO@aol.com

PHASE NO. 3: CONSTRUCTION PHASE SERVICES

APPENDIX "C"

ENGINEERING SERVICES	Engr/Mgr. V	Engr/Proj IV	Engr/RLS III	Inspector	CAD TECH II	CAD TECH I	Surveyor II	Surveyor I	Clerical	TOTALS
A) PREPARE MONTHLY PAY ESTIMATES										0.00
B) CONSTRUCTION OBSERVATION										0.00
C) EARTHWORK FIELD QUANTITIES										0.00
D) CONSTRUCTION STAKING*										0.00
E) FIELD ENGINEERING										0.00
F) COORDINATION WITH THE FOLLOWING:										0.00
1) CONTRACTOR										
2) UTILITIES										
3) C O E										
4) AHTD										
5) CITY OF FAYETTEVILLE										
6) MISCELLANEOUS										0.00
G) AS-BUILTS										0.00
TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
HOURLY RATE	\$92.75	\$70.00	\$57.40	\$39.75	\$39.75	\$27.25	\$39.75	\$27.25	\$24.50	
TOTAL COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

FIXED FEE (15%): \$
PHASE NO. 3 - TOTAL AMOUNT: \$

MAXIMUM-NOT-TO-EXCEED: \$

"Phase No. 3" Construction Phase Services shall be negotiated prior to Notice-To-Proceed.

APPENDIX "D"

GEOTECHNICAL INVESTIGATING SERVICES

(See Attached Sub-Contract Cost Items)

Sub-Contractor:
Grubbs, Hoskyn, Barton & Wyatt, Inc.



**Grubbs, Hoskyn,
Barton & Wyatt, INC.**
CONSULTING ENGINEERS

Mud Creek

A. 2. Page 27

P.O. Box 1248
Springdale, Arkansas 72765
202 Greg Street 72764
(501) 756-5999
FAX (501) 756-1749

February 7, 2000
Proposal No. SP00-016

Mr. Mel Milholland, P.E.
Milholland Company
205 West Center Street
Fayetteville, Arkansas 72701

**SUBJECT: PROPOSAL FOR GEOTECHNICAL EXPLORATION
MUD CREEK MULTI-USE PATH
FAYETTEVILLE, ARKANSAS**

Mr. Milholland:

In compliance with your request, we submit this proposal to perform a geotechnical exploration for the proposed Mud Creek Multi-Use Path which is to be constructed in the CMN Business Park in Fayetteville, Arkansas. This proposal contains our understanding of the project, the proposed scope of work, an estimate of the cost of the study, and the schedule within which the work can be performed.

PROJECT INFORMATION

We understand the Mud Creek Multi-Use Path will begin on the east side of US 71B and extend westward through the CMN Business Park parallel to Mud Creek. The total length of the project is approximately 4500 ft. We understand the path is to have a width of 15 ft. and will be subject to occasional light truck traffic. It is also understood that the wearing

surface of the pavement structure is to be asphaltic concrete. The multi-use path is to be constructed in compliance with City of Fayetteville codes.

GEOTECHNICAL EXPLORATION

The proposed exploration for the project requires site specific collection of subsurface data and characterization of the engineering properties of the soils. A professional engineer registered in the State of Arkansas who specializes in geotechnical engineering will direct and supervise the proposed study.

We propose to dig ten (10) test pits along the horizontal alignment of the path. The test pits are planned for a maximum depth of six (6) feet below the planned pavement surface. The planned depth should be adequate to provide necessary design criteria unless some unusual conditions are encountered. Disturbed bulk soil samples will be obtained from each test pit.

At completion of the test pit excavations, the recovered soil samples will be transported to our laboratory where they will be further examined by a geotechnical engineer and visually classified according to the Unified Soil Classification System. The engineer will select samples for laboratory testing.

The numbers and types of laboratory tests required to adequately evaluate the soils cannot be precisely determined in advance. However, we expect the laboratory testing work will include Atterberg limits tests, soil

shear strength tests, sieve gradations, insitu moisture contents, moisture-density relations tests, and California Bearing Ratio (CBR) tests. The laboratory testing will provide the index properties and strength characteristics necessary to develop pavement section thicknesses.

The written report will include the following:

- A brief review of the test procedures and the results of all testing performed;
- A review of the subsurface stratigraphy with pertinent physical properties available;
- Recommendations for construction of earthworks; and
- Recommendations for pavement section thicknesses and pavement subgrade preparation.

The assessment of site environmental conditions and the presence of pollutants in the soil, rock, or ground water is beyond the proposed scope of this geotechnical exploration.

ESTIMATED FEES

Charges for the outlined services will be based on the enclosed Schedule of Fees. Your attention is directed to the General Conditions on Schedule 40.01 (Mar 99). If liability coverage in excess of the shown in Item 3.3 is desired, please so indicate.

We estimate the cost of the exploration will be approximately \$5500 depending on the soil conditions encountered. This estimate is based on

Grubbs, Hoskyn, Barton & Wyatt, Inc.
Proposal No. SP00-016

February 7, 2000
Page 4 of 5

approximately \$1200 for engineer field time and test pit excavation, \$3400 for laboratory testing, \$800 for engineering analysis, and \$100 for report preparation and reproduction.

SCHEDULE

Based on our current project schedules and favorable weather, we can begin the project within five (5) working days after we receive written authorization. We expect the project to take approximately four (4) weeks to complete. We can normally provide preliminary verbal recommendations as soon as field and laboratory testing have been completed.

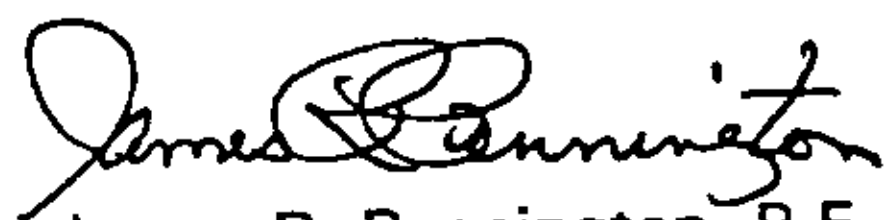
ATHORIZATION

If this proposal is satisfactory to you, please sign one of the enclosed copies and return it to our office.

We appreciate your consideration of Grubbs, Hoskyn, Barton & Wyatt, Inc. for this work and look forward to working as your geotechnical consultant on this and future projects.

Sincerely,

GRUBBS, HOSKYN, BARTON & WYATT, INC.



James R. Pennington, P.E.
Manager of Springdale Office

Grubbs, Hoskyn, Barton & Wyatt, Inc.
Proposal No. SP00-016

Mud Creek
A. 2. Page 31
February 7, 2000
Page 5 of 5

JRP/kdc

Attachments: Schedule 40.01 (Mar 99)
 Schedule 42.04 (Jan 99)
 Schedule 43.04 (Jan 99)

Copies Submitted: Milholland Company (2)
 Attn: Mr. Mel Milholland

Proposal Accepted:

Company _____
By _____
Title _____

Date _____
Special Instructions: _____

APPENDIX "E"

HYDROLOGY SERVICES

(See Attached Sub-Contract Cost Items)

Sub-Contractor:
Garver Engineers

Garver, Inc.
Engineers

1010 Battery Street
P.O. Box 50
Little Rock, Arkansas 72203-0050

501-376-3633
FAX 501-372-8042

www.garverinc.com

GARVER|ENGINEERS

February 7, 2000

Client: Mr. Mel Milholland
Milholland Engineering & Surveying
205 West Center Street
Fayetteville, Arkansas 72701

Re: Proposal for Engineering Services for the Hydraulic Analyses of
Proposed Walkway under Highway 71 bridges over Mud Creek.

Dear Mr. Milholland:

As you requested, we are furnishing this proposal to provide engineering services related to the hydraulic evaluation of a proposed walkway under the existing bridges at US Highway 71 over Mud Creek in Fayetteville, Arkansas. We have developed this fee proposal to provide, for an hourly rate plus expenses fee, the basic services defined below. This proposal is based upon the Client providing the details of the proposed walkway, including alignment, profile grade, and details and any survey data required to model the proposed walkway in the current Mud Creek HEC-RAS model.

BASIC SERVICES:

We anticipate the following basic services to be provided for an hourly fee plus expenses based on the Hourly Rate Schedule attached. We estimate the cost of the following services should not exceed \$3,500.

A. Hydraulic Analysis for a Walkway proposed to be constructed under the existing bridges at US 71 over Mud Creek in Fayetteville, Arkansas:

1. Garver will incorporate the proposed walkway into the existing Mud Creek HEC-RAS model at three bridges, approximately twelve (12) cross sections from just upstream of the northbound lane of US Highway 71b to just downstream of the southbound lane of US Highway 71b.
2. Garver will perform HEC-RAS analyses of the revised model to demonstrate the effects of the proposed walkway that can be expected for the 100-year flood event. Garver will evaluate the increased flooding potential with regard to the Clients'

Page 2
Milholland Engineering & Surveying
February 7, 2000

property and other property. The results of this evaluation will be provided to Millholland Engineers for their use.

As requested, we are enclosing a copy of the rate schedule for the type of personnel anticipated to perform the proposed services. We are also attaching a copy of our Standard Fee and General agreement for Engineering Services. The total number of pages of this proposal is four (4).

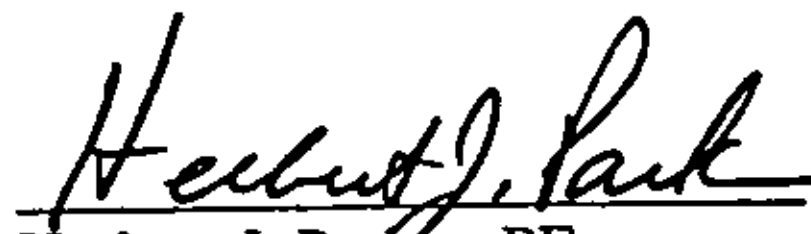
We look forward a continued working relationship with you. You may authorize us to begin our services by signing this proposal and faxing an executed copy to us.

PROPOSED BY:

Garver Engineers



A. Tom Larson, PE
Associate



Herbert J. Parker, PE
Vice President

ACCEPTED BY:

Milholland Engineering & Surveying

Signature and Title

Date _____

Enclosures

cc: WBJ, MJG, HJP, ATL

L:\99-2000\CORRESPD\Walkway.ltr contract.doc

Garver Engineers

February 7, 2000

**Standard Fees and General Conditions
For Engineering Services**

1. Professional Services and Fees

- 1.1 Reports, Surveys and Detailed Plan Preparation.** Fees for our professional services are based on the time of professional, technical and clerical personnel directly charged to the project. The Job Classification-Hourly Rate Schedule for engineering, technical, and clerical personnel is shown on Page 2.
- 1.2 Reimbursable Expenses.** Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:
- a) for reports and plan reproduction by our graphics department, charges equivalent to commercial rates for commercial services; schedule available on request.
 - b) for transportation in our company vehicles, \$0.35 per mile for survey party vans and \$0.30 per mile for other vehicles.
 - c) for computer aided drafting equipment, \$12.00 per hour.
 - d) for all other expenses, including but not limited to computer use, authorized travel, subcontracts, consulting fees, long distance communications, outside reproduction and mailing expense, all at direct cost.
- 1.3 Adjustments to Fee Schedule.** The fee schedule shown on Page 2 reflects our pay rates currently in effect. For projects which cover a time period greater than three months these rates will be subject to adjustment to reflect any changes in our pay rates which may occur.

2. General Conditions

- 2.1 Payment.** Invoices will be submitted monthly for services rendered and payments will be due within 30 days after receipt of invoice. An additional charge of eight tenths (0.8) of one percent per month, simple interest, will be made against any account outstanding more than sixty days from date of invoice.
- 2.2 Records.** All pertinent records pertaining to services provided hereunder will be retained for two years beyond completion. Client may have access to such records during regular business hours. Construction plans may not be reused at other sites or locations without express consent of the Engineer.
- 2.3 Right-of-Entry.** Client shall be responsible for providing for right-of-entry on private property.
- 2.4 Insurance.** We will carry the following insurance: Workmen's Compensation, Professional Liability, General Liability and Comprehensive Automobile Liability. We will furnish certificates of insurance on request.

Garver Engineers
Anticipated Personnel and Hourly Rate Schedule

Classification	Regular
Senior Project Manager	\$110.00
Senior Project Engineer	\$80.00
Design Engineer/Designer	\$57.00
Senior Technician	\$56.00
Clerical	\$33.00

APPENDIX "F"
ARCHEOLOGICAL SERVICES

APPENDIX "G"
CULTURE RESPONSE STUDY

APPENDIX "H"
ENVIRONMENTAL SERVICES

APPENDIX "J"
EMPLOYEE CLASSIFICATION

MILHOLLAND COMPANY: Engineering & Surveying
205 West Center Street, Fayetteville, AR 72701
Telephone/Fax: (501) 443-4724 / 443-4707
E-mail: EngrMCO@aol.com

MUD CREEK MULTI-USE TRAIL
Project No. E-576
Hourly Charges

APPENDIX "J"

CLASSIFICATION	WAGE	MULTIPLIER	INVOICE RATE
Engr/Mgr. V	\$35.00	x 2.65	\$92.75
Engr/Proj IV	\$26.40	x 2.65	\$70.00
Engr/RLS III	\$21.67	x 2.65	\$57.40
Inspector	\$15.00	x 2.65	\$39.75
CAD TECH II	\$15.00	x 2.65	\$39.75
CAD TECH I	\$10.25	x 2.65	\$27.25
Surveyor II	\$15.00	x 2.65	\$39.75
Surveyor I	\$10.25	x 2.65	\$27.25
Clerical	\$9.25	x 2.65	\$24.50

STAFF REVIEW FORM

XXX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Council meeting of March 21, 2000

FROM:

Willie Newman Solid Waste Public Works
Name Division Department

ACTION REQUESTED:

Award and approval bid #: 2000-24 to the lowest bidder, Heckathorn Construction Co., in the amount of \$190,863 plus 15% contingency and a budget adjustment in the amount of \$19,492 for the construction of the solid waste container maintenance building.

COST TO CITY:

<u>\$ 219,492</u> Cost of this request	<u>\$225,567</u> Category/Project Budget	<u>Container Maintenance Building</u> Category/Project Name
<u>5500-5060-58²⁴.00</u> Account Number	<u>\$ 25,567</u> Funds Used to Date	<u>Solid Waste Improvements</u> Program Name
<u>99079</u> Project Number	<u>\$200,000</u> Remaining balance	<u>Solid Waste</u> Fund

BUDGET REVIEW:

X Budgeted Item X Budget Adjustment Attached
[Signature] [Signature]
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

<u>Marilyn J. Chamer</u> Accounting Manager	<u>3-5-00</u> Date	GRANT AGENCY: _____
<u>[Signature]</u> City Attorney	<u>3-6-00</u> Date	
<u>[Signature]</u> Purchasing Officer	<u>3-7-00</u> Date	
	<u>[Signature]</u> ADA Coordinator	<u>3-6-00</u> Date
	<u>[Signature]</u> Internal Auditor	<u>3-6-00</u> Date

STAFF/RECOMMENDATION: Approval of contract and budget adjustment.

[Signature] 2 Mar 00
Division Head Date
[Signature] 3-7-00
Department Director Date
[Signature] 3-7-00
Admin. Services Director Date
[Signature] 3/8/00
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

STAFF REVIEW FORM

Description _____ Meeting Date _____

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Charles Venable, Public Works Director

From: Willie Newman, Waste Reduction Coordinator *WEN*

Date: March 2, 2000

Re: Construction Contract - Container Maintenance Building

The Solid Waste Division requests award and approval bid number 2000-24 and budget adjustment to the lowest bidder, Heckathorn Construction Company, in the amount of \$190,863 plus 15% (\$28,629) contingency for the construction of a container maintenance building at the City's Composting Facility. Staff further requests the approval of a budget adjustment in the amount of \$19,492 to cover the amount in excess of \$200,000 in budgeted funds.

The Solid Waste Division implemented a dumpster lease program in 1995 resulting in an inventory of numerous dumpsters, welding equipment, blow torch apparatus, spare parts, sheet metal, and miscellaneous supplies. We have been using a portion of the West Building located within the City Shop area, shared with the Street Department, for assembly and maintenance of our dumpsters and recycling igloos. There has been increased activity in the maintenance of dumpsters resulting the need for additional space and closer proximity to the Solid Waste offices.

This new building at the Composting Facility will also provide a small office for composting operations, a restroom for our patrons, and a water source not previously available. In addition to our dumpster and igloo maintenance, our freon recovery program will be operated in this new building. Furthermore, this building will provide additional heated storage during winter weather which will help insure efficient operation of our equipment, and free up needed space for the Street Division.

This building is a 50' x 70' prefabricated building which is larger than the area we currently use (50' x 50'); however, we will be adding an office and restroom to this building along with freon recovery operations. Staff will attend the agenda session and the City Council meeting to answer any questions. If you should have any questions about this project prior to these meetings, please contact me at 444-3497 at your convenience.

March 01, 2000

FY992157

Ms. Peggy Vice
Purchasing Agent
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RE: Bid Number 2000-24
Container Maintenance Building
Solid Waste Department

Dear Ms. Vice:

The certified bid tabulation for the Container Maintenance Building at the Compost Facility is attached. The apparent low bidder was Heckathorn Construction Company of Fayetteville.

The bid form appears to be in order. Receipt of the addendum was acknowledged the subcontractors were listed along with their contractor's license numbers; the bid was signed and sealed; and the bid form was filled out, signed, sealed and the power of attorney was attached.

A check was made with the Arkansas Contractor's Licensing Board through their internet site. It revealed that Heckathorn's license is current and the license number submitted on the bid (23780400) is valid.

A check was made with the references given by Heckathorn on the bid form. All three references given were contacted by phone. The principal individuals responsible for administering the contraction contracts performed for them by Heckathorn all stated that they did a fine job and they were satisfied with the work done.

Based on the above, we see no reason why this bid should not be accepted and the contract awarded accordingly.

March 01, 2000
Ms. Peggy Vice

We are returning herewith all the original bids submitted and are including an award form prepared for the City's consideration. We await your decision and further instructions.

Sincerely,

Fred Schlegel
FRED SCHLEGEL, P. E.
Project Manager

Enclosure: Bid Tabulation
Award Notice

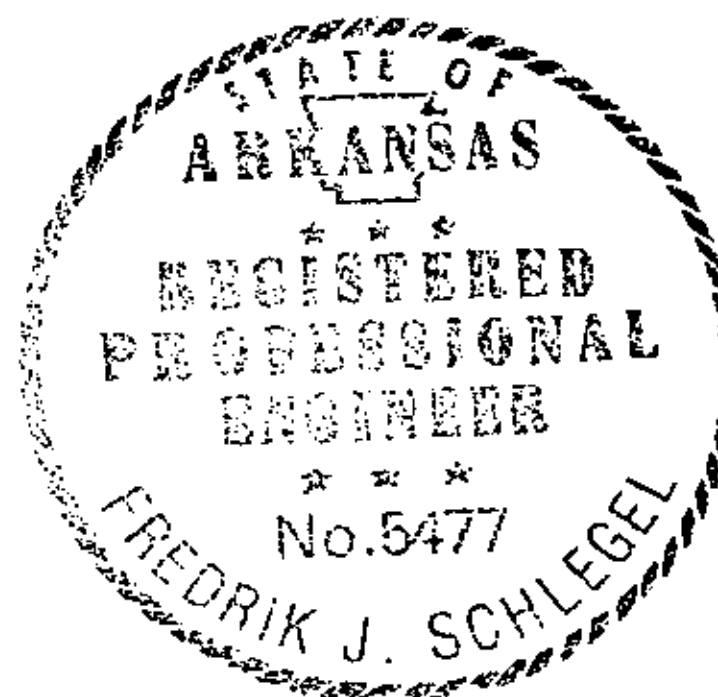
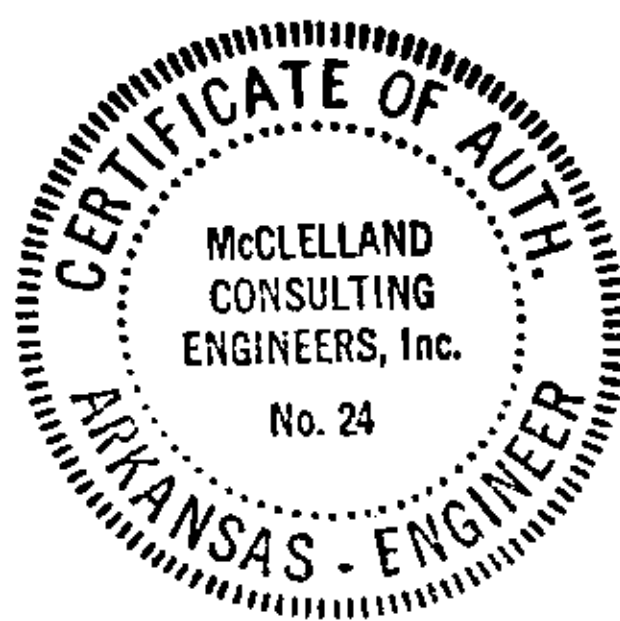
CERTIFIED BID TABULATION
CONTAINER MAINTENANCE BUILDING

FAYETTEVILLE, ARKANSAS
BID NUMBER 2000-24
McCLELLAND CONSULTING ENGINEERS, INC. PROJECT NO. FY992157

BID DATE: FEBRUARY 29, 2000 1:30 p.m.

BIDDER	TOTAL LUMP SUM BASE BID	Trench and Excavation Safety System, (included in the lump sum base bid)
1 HECKATHORN CONSTRUCTION CO. Fayetteville, AR 23780400	\$190,863.00	\$700.00
2 BRANCO ENTERPRISES, INC. Neosho, MO 28640400	\$203,000.00	\$500.00
3 J. M. HOOKER CONSTRUCTION, INC. Fayetteville, AR 59060400	\$207,400.00	\$1,200.00
4 NEAL HEFNER CONSTRUCTION, INC. Springdale, AR 12630400	\$229,244.00	\$500.00
5 BUILDINGS, INC. Springdale, AR 28740300	\$274,608.00	\$500.00
ENGINEER'S ESTIMATE	\$197,500.00	

Bids Certified by Fred Schlegel Date 3/1/00
Fred Schlegel, P. E. #5477
McCLELLAND CONSULTING ENGINEERS, INC.
Fayetteville, AR



**City of Fayetteville, Arkansas
Budget Adjustment Form**

**Maintenance Bldg
A. 3. Page 7**

Budget Year 2000	Department: Public Works Division: Solid Waste Program: Recycling	Date Requested March 2, 2000	Adjustment #
-------------------------	---	-------------------------------------	--------------

Project or Item Requested: To increase the Container Maintenance Building capital project by \$19,492.	Project or Item Deleted: \$19,492 from the Use of Fund Balance Account.
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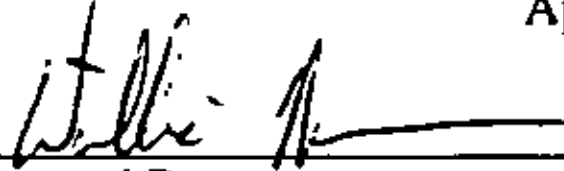
Justification of this Increase: The additional funding is to cover possible contingency expenses associated with the construction of this project.	Justification of this Decrease: Sufficient funding remains in the Solid Waste fund to comply with City policy.
--	--

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Building Costs	19,492	5500	5060	5804	00	99079	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
USE OF FUND BALANCE	19,492	5500	0950	4999	99		

Approval Signatures  Requested By _____ Date <u>2 Mar 00</u>  Budget Manager _____ Date <u>3 March 2000</u>  Department Director _____ Date <u>3-7-00</u> Admin. Services Director _____ Date _____ Mayor _____ Date _____		Budget Office Use Only Type: A B C <u>(D)</u> E Date of Approval _____ Posted to General Ledger _____ Posted to Project Accounting _____ Entered in Category Log _____
--	--	---

DOCUMENT 00300

BID FORM
LUMP SUM

NOTE TO BIDDER: Please use BLACK ink for completing this Bid form.

To: City of Fayetteville
Address: City Administration Building
113 W. Mountain Street
Fayetteville, AR 72701

Project Title: Container Maintenance Building, Fayetteville, Arkansas

Engineers
Project No.: FY992157

Date: February 29, 2000

Arkansas Contractor's
License No.: 0023780400

Bidder: Heckathorn Construction Company, Inc.

Address: 1880 Birch Avenue; Fayetteville, Arkansas 72703

Bidder's person to contact for additional information on this Bid:

Name: David Hansen

Telephone: 501/442-5386

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Numbers:

No. 1; 2/22/00 to these Specifications.
(Bidder insert No. of each Addendum received.)

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he has exercised his own judgment and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his own conclusions. The Bidder states that he has experience in and is qualified to perform the work herein specified and, if he does not have craftsmen experienced and qualified in any phase of the work for which this Bid is offered, that he will subcontract the work under said phase to a contractor who does have the necessary experience and qualifications.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 15 days after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE, PAYMENT BOND, AND PERFORMANCE BOND

The Bidder further agrees to furnish the Owner, before executing the Contract, the certificates of insurance, Payment Bond, and Performance Bond as specified in these Documents.

START OF CONSTRUCTION, CONTRACT COMPLETION TIME, AND LIQUIDATED DAMAGES

Start of Construction, Contract Completion Time, and Liquidated Damages are stated in Document 00500 - Contract.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM BASE BID

In the space below write in the bid based upon the full scope of work as shown on the Drawings and Specification for the materials, labor, erection, and other required work.

Total Lump Sum Base Bid:

One hundred ninety thousand eight hundred Dollars (\$ 190,863.)
(Amount written in words has precedence) ~~sixty three dollars.~~

Trench and Excavation Safety System, Required by Act 291 of 1993. The Bidder agrees that the following amount is included in the above stated Lump Sum Base Bid.

Seven Hundred Dollars Dollars (\$ 700.⁰⁰)
(Amount written in words has precedence)

BASIS OF AWARD

The Bidder understands that the contract will be awarded to the bidder with the lowest Total Lump Sum Base Bid.

PAYMENT SCHEDULE

A detailed payment schedule for each structure or unit shall be submitted by the successful low Bidder. The successful low Bidder shall meet with the Engineer and Owner in Fayetteville, Arkansas, to review the format and details of the payment schedule. This meeting shall be held within 5 days of notification that the Contractor is the low Bidder.

The purpose of the meeting shall be to establish an acceptable format for the payment schedule. The detailed payment schedule shall be completed by the Contractor 14 days after the meeting and submitted to the Engineer and Owner for review and approval. The detailed payment schedule shall include as a minimum a separate line item for the concrete floor surface hardener as specified in Section 03351. Failure of the Contractor to submit the payment schedule as required may result in the Owner's rejection of the Bid or delay in processing the Contractor's request for a progress payment.

SUBCONTRACTORS

The Bidder further certifies that proposals from the following subcontractors were used in the preparation of this Bid; and if awarded a contract, Bidder agrees to not enter into contracts with others for these divisions of the Work without written approval from the Owner and Engineer.

Pre Engineered

ROOFING

Erection

SUBCONTRACTOR

Arkansas Contractor License # 000 858 0300

W.I.-Shar, Inc.

Name

#21 Wimbledon Way: Rogers, Arkansas 72758

Street Address, City, State, Zip Code

PLUMBING

SUBCONTRACTOR

Arkansas Contractor License # 0066221000

Absault Plumbing, Inc.

Name

P.O. Box 636 Springdale, AR 72765

Street Address, City, State, Zip Code

SUBCONTRACTORS -
CONTINUED ON BACK SIDE

~~PERFORMANCE OF WORK BY CONTRACTOR DELETED BY ADDENDUM 1, ITEM 2~~

~~The Bidder shall perform at least 40 percent of the work with his own forces (refer to Paragraph 23, INSTRUCTIONS TO BIDDERS. Bids from so-called "Brokerage Contractors" will not be considered.)~~

~~List below the items that the Bidder will perform with his own forces, if awarded this Contract, and fill in the blank showing the estimated total cost of these items.~~

~~_____

_____~~

~~Estimated total cost of the above items the Bidder states that will be performed with his own forces, if awarded Contract:~~

~~_____ Dollars (\$ _____)~~

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years. (List similar projects, with types, names of clients, construction costs, and references with telephone numbers. Use additional sheets if necessary.)

Northwest Technical Institute-Springdale	Cost: \$348,034
Ammonia Refrigeration Technology Training Center	Contact: Roger Becker; 501/751-8824
Arkansas Western Gas	Cost: \$687,983
Fayetteville Area Service Center	Contact: Jack Miller; 501/582-8540
VA Medical Center-Fayetteville	Cost: \$793,115
Incinerator/Auto Clave Sterilizer Building	Contact: Donna Lenz; 501/444-5035

SURETY

If the Bidder is awarded a construction Contract on this Bid, the Surety who provides the Performance and Payment Bond will be:

National Fire Insurance of Hartford whose address is

CNA Plaza; Chicago, IL 60685

Street, City, State, Zip Code

INSURANCE

The Bidder acknowledges that he is familiar with the insurance requirements on this Project and, if awarded a construction contract, agrees to furnish the required insurance certificates within fifteen (15) days of the date the award is made.

BIDDER

The name of the Bidder submitting this Bid is:

HECKATHORN CONSTRUCTION COMPANY, INC. doing business at

1880 Birch Avenue; Fayetteville, Arkansas 72703

Street, City, State, Zip Code

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Don L. Heckathorn, President

Janet S. Heckathorn, Secretary

David C. Hansen, Vice President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____, 19____.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 29th day of February, 19 2000.

(SEAL)

HECKATHORN CONSTRUCTION COMPANY, INC.

Name of Corporation

By

Don L. Heckathorn

Title President

Attest

Janet S. Heckathorn
Secretary Janet S. Heckathorn

BID BOND

STATE OF ARKANSAS

KNOW ALL MEN BY THESE PRESENTS, that we:

Heckathorn Construction Co., Inc.

Principal and Contractor, and National Fire Insurance Company of Hartford

hereinafter called Surety, are held and firmly bound unto the **City of Fayetteville, Arkansas** and represented by its Mayor and City Council, hereinafter called Owner, in the sum of

Five Percent of Amount of Bid * * * DOLLARS (\$ 5% of Bid * *)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

Container Maintenance Building Fayetteville, Arkansas

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within 15 consecutive calendar days after written notice having been given of the award of the Contract.

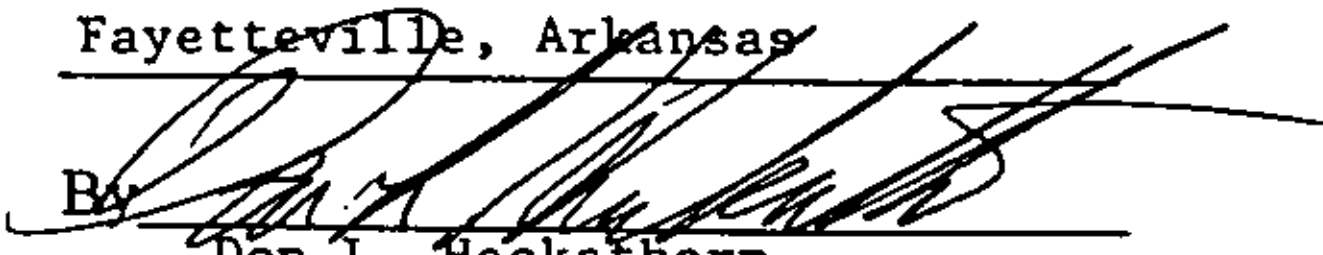
NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 15 consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Heckathorn Construction Co., Inc., as Principal herein,
Has caused these presents to be signed in its name by its President and
attested by its Secretary under its corporate seal, and the said
National Fire Insurance Company of Hartford as Surety herein, has caused
these presents to be signed in its name by its Attorney-in-Fact
under its corporate seal, this 29th day of February A.D., 2000.

Signed, sealed and delivered
in the presence of:

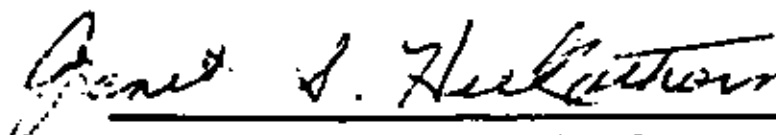
Heckathorn Construction Co., Inc.
Principal-Contractor

Fayetteville, Arkansas

By 
Don L. Heckathorn

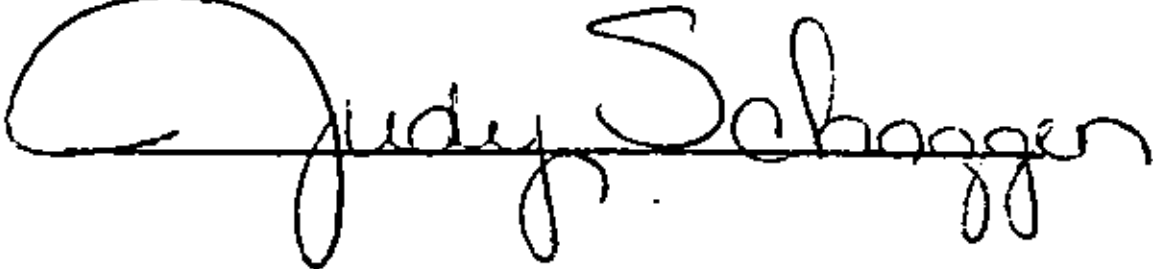
President

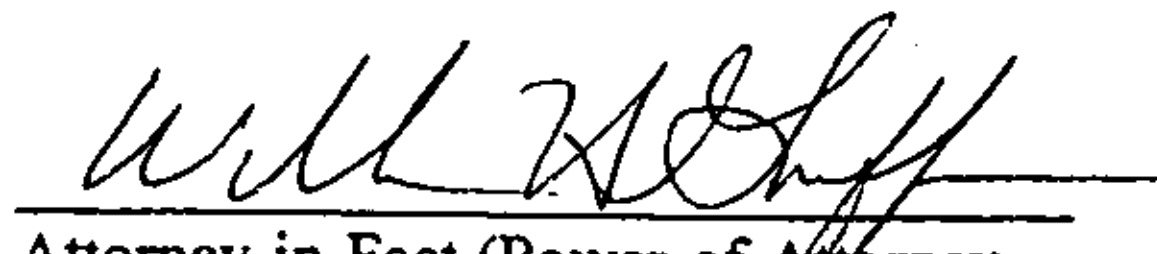
Title

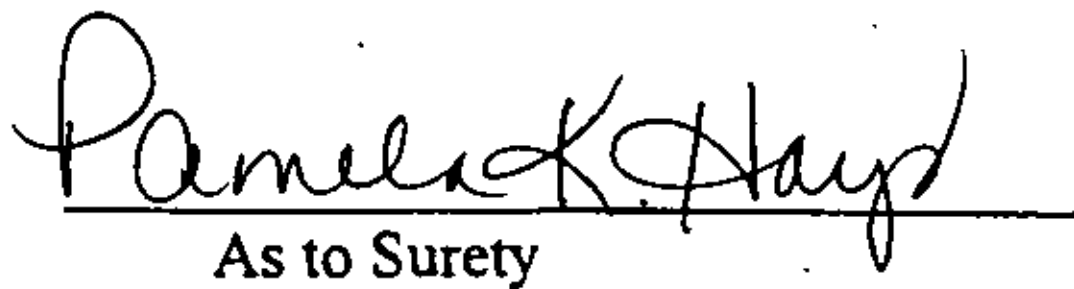

Secretary
As to Principal
Janet S. Heckathorn

National Fire Insurance Company of
Hartford

Surety




Attorney-in-Fact (Power-of-Attorney
to be Attached) William H. Griffin


As to Surety

By 
William H. Griffin, Resident Agent

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Knight Cashion, Benson A. Cashion, Matthew Knight Cashion, Jr., William R. Plegge, William H. Griffin, Judy Schoggen,
Sheilla J. Smith, Individually

of Little Rock, Arkansas

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 31st day of August, 1999.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 31st day of August, 1999, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Diane Faulkner

My Commission Expires September 17, 2001

Diane Faulkner

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 29th day of February, 2000.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis

Mary A. Ribikawskis

Assistant Secretary

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

BID BOND

STATE OF ARKANSAS

KNOW ALL MEN BY THESE PRESENTS, that we:

Heckathorn Construction Co., Inc.Principal and Contractor, and National Fire Insurance Company of Hartford

hereinafter called Surety, are held and firmly bound unto the **City of Fayetteville, Arkansas** and represented by its Mayor and City Council, hereinafter called Owner, in the sum of

Five Percent of Amount of Bid * * * DOLLARS (\$ 5% of Bid * *)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

Container Maintenance Building Fayetteville, Arkansas

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within 15 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 15 consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Heckathorn Construction Co., Inc., as Principal herein,
Has caused these presents to be signed in its name by its President and
attested by its Secretary under its corporate seal, and the said
National Fire Insurance Company of Hartford as Surety herein, has caused
these presents to be signed in its name by its Attorney-in-Fact
under its corporate seal, this 29th day of February A.D., 2000.

Signed, sealed and delivered
in the presence of:

Heckathorn Construction Co., Inc.
Principal-Contractor

Fayetteville, Arkansas

By

Don L. Heckathorn

Janet S. Heckathorn Secretary

As to Principal
Janet S. Heckathorn

President

Title

National Fire Insurance Company of
Hartford

Surety

Judy Schaggen

William H. Griffin
Attorney-in-Fact (Power-of-Attorney
to be Attached) William H. Griffin

Pamela K. Hays
As to Surety

By William H. Griffin
William H. Griffin, Resident Agent

DOCUMENT 00500

CONTRACT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2000, by and between _____ herein called the Contractor, and the City of Fayetteville, Arkansas, hereinafter called the Owner.

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled **Plans for Container Maintenance Building at the Compost Facility**, dated **FEBRUARY, 2000**.

Advertisement for Bids
Instructions to Bidders
Bid and acceptance thereof
Performance Bond

Payment Bond
General Conditions
Supplemental Conditions
Specifications
Drawings (See Sheet Index below)

SHEET INDEX	
Sheet Number	Description
1	Existing Site Plan
3	Building Elevations
2	Proposed Site Plan
5	Slab Plan at Elevation 103.30
6	Floor Plan and Room Details
7	Utility Site Plan
8	Plumbing Drain and Supply Plan
9	Plumbing Riser Details, and Schedules
10	Mechanical Plan
11	Mechanical Details and Schedules
12	Electrical Power and Comm. Plan
13	Electrical Notes, Schedules, and Details
14	Water & Sewer Service Lines and Pavement Details
15	Recycle Bin Shelter Layout and Requirements

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of:

Dollars (\$_____).
3. The Work will be substantially completed within 120 days after the date when the Contract Time commences to run as provided in Notice to Proceed, and completed and ready for final payment in accordance with the General Conditions within 150 days after the date when the Contract Time commences to run.
4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand and 00/100 Dollars (\$1000.00)** for each day that expires after the time specified in Paragraph 3 for Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3 above for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner **Two Thousand and 00/100 Dollars (\$2000.00)** for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.
5. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Conditions, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the

Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

SEAL:

CONTRACTOR

WITNESSES:

By _____

Title

ATTEST:

CITY OF FAYETTEVILLE, ARKANSAS
OWNER

Clerk

By _____
Mayor Fred Hanna

Approved as to form:

Attorney for Owner

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

21

For the Fayetteville City Council meeting of March 3, 2000

FROM:

Sid Norbash *SN*

Engineering

Public Works

Name

Division

Department

ACTION REQUIRED: Approval of (A) The agreement with Fayetteville Public Schools for construction of a lift station and the sanitary sewer extension to the Middle School, which shall be 100% reimbursable to the City of Fayetteville. (B) Change Order #2 to the construction contract of Rupple Rd. Extension Project, with APAC (McClinton-Anchor) for the extension of sanitary sewer to the Middle School. (Item B contingent upon Item A)

All of the information and documents will be submitted at the Agenda Session.

COST TO CITY:

Cost of this Request	Category/Project Budget	Category/Project Name
----------------------	-------------------------	-----------------------

Account Number

Funds Used To Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

Budgeted Item	Budget Adjustment Attached
---------------	----------------------------

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Jim Beavers
Division Head03/03/00
Date

Cross Reference

Department Director

Date

New Item: Yes X No

Administrative Services Director

Date

Prev Ord/Res #:

Mayor

Date

Orig Contract Date:

STAFF REVIEW FORM

Agenda Request
FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF March 21, 2000

FROM:

Alett Little

Economic Development Department

ACTION REQUESTED: Approval of a resolution certifying local government endorsement of Computer Management Information Systems located at 2927 N. Point Cir, Ste 1, Fayetteville, Arkansas to participate in the Advantage Arkansas Program (Act 947 of 1993).

COST TO CITY:

\$0

Cost of this request	Category/Project Budget	Category/Project Name
Account Number	Funds Used to Date	Program Name
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE/REVIEW:

GRANTING AGENCY: _____

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Approval of the resolution which will allow Computer Management Information Systems located at 2927 N. Point Cir, Ste 1, Fayetteville, Arkansas to receive the benefits from refunds/tax credits as provided in the Advantage Arkansas Program, Act 947 of 1993.

<i>Alett Little</i>	3-3-00	Cross Reference:
Economic Development Director	Date	New Item: ☒ Yes ☐ No
<i>John Maguire</i>	3-6-00	Previous Ord/Res#: _____
Administrative Services Director	Date	
<i>Fred Turner</i>	3/7/00	Orig Contract Date: _____
Mayor	Date	

RESOLUTION No. _____

***RESOLUTION OF THE CITY OF FAYETTEVILLE CERTIFYING LOCAL
GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE
ADVANTAGE ARKANSAS PROGRAM (ALSO KNOWN AS THE ARKANSAS
ENTERPRISE ZONE PROGRAM - ACT 947 OF 1993).***

WHEREAS, the local government must endorse a business to participate in the Advantage Arkansas Program and benefit from the refunds/tax credits as provided in the Arkansas Enterprise Zone Program Regulations of 1993; and

WHEREAS, said endorsement must be made on specific form available from Arkansas Department of Economic Development, and

WHEREAS, Computer Management Information Systems located at 2927 N. Point Cir, Ste 1, Fayetteville, AR has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

WHEREAS, Computer Management Information Systems has agreed to furnish the local government all necessary information for compliance.

***NOW THEREFORE BE IT RESOLVED BY THE CITY OF FAYETTEVILLE, ARKANSAS,
THAT:***

1. Computer Management Information Systems be endorsed by the City of Fayetteville, Arkansas, for benefits from the refunds/tax credits as provided in the Arkansas Enterprise Zone Program Regulations of 1993.
- 2.
3. The Department of Finance and Administration be authorized to refund local sales and use taxes to Computer Management Information Systems.
4. This resolution shall take effect immediately.

Fred B. Hanna, Mayor

Date Passed: _____

Attest: _____
City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
FRED B. HANNA, MAYOR

4500 S. School Ave., Ste. A
Fayetteville, AR 72701
Telephone: 501-575-8301
Fax: 501-575-8304

Economic Development Department
Alett S. Little, Director

TO: Fayetteville City Council

FROM: Alett Little, Economic Development Director

DATE: February 25, 2000

SUBJECT: Explanation of the Advantage Arkansas (Enterprise Zone) Program

The Advantage Arkansas Program provides income tax credits and sales and use tax refunds to qualifying businesses that create new jobs as a result of location, expansion, or facility modernization projects anywhere in Arkansas. Once the endorsement resolution is passed, the application must be filed with the Arkansas Department of Economic Development within 60 days to use the endorsement resolution as the starting date for counting new employees and project costs. If the application is received after the 60 day period, only those employees hired after the date the application is approved and only those project costs incurred from the date the endorsement resolution is received will be eligible for benefits.

To qualify for Advantage Arkansas, a business' operations must fit one of the following descriptions throughout the project term:

- A manufacturer in Standard Industrial Classification (SIC) codes 20 - 39 including semiconductor and microelectronic manufacturer creating one (1) or more net new full-time permanent jobs.
- Computer businesses primarily engaged in providing computer programming services; the design and development of prepackaged software; businesses engaged in digital content production and preservation; computer processing and data preparation services; information retrieval services; computer and data processing consultants and developers. All businesses in this group must employ twenty-five (25) or more net new full-time permanent employees, derive at least sixty percent (60%) of their revenue out of state sales and have no retail sales to the general public;

- Businesses primarily engaged in commercial physical and biological research as classified by SIC code 8731, which will employ one (1) or more net new full-time permanent employees;
- Businesses primarily engaged in motion picture production which will employ twenty-five (25) or more net new full-time permanent employees. All businesses in this group must derive at least sixty percent (60%) of their revenue from out of state sales and have no retail sales to the general public;
- An office sector business, which will employ twenty-five (25) or more net new employees and have no retail sales to the general public;
- A national, corporate or regional headquarters which will employ twenty-five (25) or more net new employees and have no retail sales to the general public; or
- A distribution center, with not retail sales to the public, creating twenty-five (25) or more net new full-time permanent jobs.
- A trucking/distribution terminal (SIC 4231), with no retail sales to the public, creating twenty-five (25) or more net new full-time permanent jobs.

**CMIS, INC - PROJECT DESCRIPTION
CITY OF FAYETTEVILLE HIGH TECHNOLOGY CENTER**

CMIS, Inc. is currently negotiating with the City of Fayetteville, Arkansas to build a new 8,000 sq. ft. building on a site located in the City's new High Technology Office Park. As one of the state's premier High Technology Companies, the city is highly interested in locating CMIS as an anchor tenant.

The new facility is needed to meet the company's immediate and short-term requirements for space for it's expanding operations. CMIS has experienced a dramatic increase in sales due to the release of our new Voter Registration and Election Management technology. While the building is desperately needed for operations, as one of the park's first tenants, we anticipate considerable appreciation in the land and building's value as the park grows.

The project budget is as follows:

BUILDING, LAND & SITE IMPROVEMENTS	\$1,315,000
FURNISHING AND FIXTURES	\$ 60,000
TOTAL:	\$1,375,000

After four years of research and development CMIS, Inc. has completed the development phase and has begun deployment of our new Windows NT Voter Registration and Election Management system. Our 1999 Revenues of \$1,375,321 is a considerable improvement over 1998 revenues of \$536,316. As the pace of deployment quickens our 2000 revenues are expected to exceed \$2,300,000.

At the current time our ability to provide a high level of support to our customers is extremely limited by our limited by our small and crowded rented facility. The lack of floor space, work stations, phone and computer systems, severely limits our ability to recruit and hire staff required. Our ability to increase our marketing and sales effort is also limited, by our lack of capacity.

BUSINESS DESCRIPTION

COMPANY HISTORY

a. History of the company and number of years in operation

CMIS was established in 1982 as a grant funded outreach project of the Bureau of Business and Economic Research at the University of Arkansas, Fayetteville. Its charter was to supply standardized software and technology-based solutions to Arkansas county government and to provide a low-cost, efficient solution to meet the requirements of Arkansas Act 122, which mandated specific coding standards for county financial accounting. The project was then expanded to include property tax management, voter registration, jury selection, payroll management, etc.

Among other accolades, the program was nationally recognized in 1991 by the National Association of State Information Resource Executives (NASIRE) as a technological innovator in the area of administrative applications for government service. In 1992, the project moved into the private sector and became CMIS, Inc. The goal of the new company was to establish a new generation of Windows-based software for county and state government. Application development began in 1992 on the Windows-based Voter Registration system, and that system was first installed in a mid-sized county in April of 1993.

In July of 1995, CMIS was awarded a contract to implement Arkansas' first statewide voter registration system. The installation involved 83 county sites, a centralized database, and a communications infrastructure. Work on the contract began on July 21, 1995, and installation was completed on time and within budget on December 22, 1995. The successful completion, system structure, and communications infrastructure design of the CMIS Voter Registration System has prompted Microsoft to compile a case study on the Secretary of State project as an example of innovative, forward-looking solutions for government.

The successful six-month completion of the challenging statewide Voter Registration System design, development, and implementation project completed in December 1995, not only helped bring Arkansas into compliance with the National Voter Registration Act of 1993 (Motor Voter), but also provided local election authorities with an unprecedented level of beneficial functionality with which to better serve their constituents.

CMIS developed the Arkansas Voter Registration and Election Management System using the most technologically advanced software

and hardware tools available in 1995. As a result Arkansas has had the benefit of what was truly a state-of-the-art solution as its technological foundation. CMIS has continued to enhance and improve the base Arkansas solution. Additionally during 1996 CMIS began developing a new Voter Registration and Election Management System designed to be even more responsive to the needs of Arkansas and a more diverse and expanding customer base.

CMIS' primary focus on developing the best Voter Registration and Election Management System available is reflected in our 1996-1998 Financial Summary. As a small Arkansas-based business, CMIS spent most of its time and resources on the development of the best technological solution and on the development of the best long-term marketing partnership with which to market the solution. Fortunately CMIS was able to accomplish our primary goals and demonstrate a modest operating profit in 1998.

In late 1998, CMIS and Global Election Systems, a national distributor of election technology, entered into a 5-Year Marketing Agreement under which Global will exclusively market the CMIS Voter Registration and Election Management System. Global Election Systems conducted a very thorough and lengthy evaluation process that compared CMIS Voter Registration and Election Management System to all other major domestic voter registration solutions. Based on the positive results of this thorough technical, legal, and business evaluation Global and CMIS have now begun marketing together. It is important to note that due in part to the marketing relationship with Global that CMIS has exceeded its entire 1998 contract revenue production during the 1st month of 1999.

BUSINESS PROSPECTS

a. Annual Revenue for the past three years.

The following is a summary of actual revenues for the past three years:

	1997	1998	1999	2000 Budget
Total Sales	\$365,253	\$536,316	\$1,375,320	\$2,365,500

b. Current Contracts:

During the past twelve months we have contracted to supply Voter Registration and Election Management Technology and other services to the Following State and Local Governments:

	<u>Initial Sale</u>	<u>Annual</u>
<u>Support</u>		
ARKANSAS		
Arkansas Secretary of State	\$638,793	\$210,000
COLORADO		
Adams County Board of Elections	\$216,155	\$ 22,020
Douglas County Board of Elections	\$134,680	\$ 13,400
IOWA		
Linn County Board of Elections	\$125,000	\$ 9,890
KANSAS		
Johnson County Board of Elections	\$292,710	\$ 0
Wyandotte County Board of Elections	\$ 92,255	\$ 12,132
OHIO		
Franklin County Board of Elections	\$711,700	\$ 102,069
Lucas County Board of Elections	\$249,500	\$ 19,960
Summit County Board of Elections	\$347,500	\$ 25,109
FLORDIA		
St. Lucie County Board of Elections	\$173,500	\$ 15,000
Volusia County Board of Elections	\$185,000	\$ 16,475
NEW YORK		
State Education Department - Board of Education Services		
State Education Department - State Aid		
TENNESSEE		
Shelby County Board of Elections	\$690,000	\$ 52,220
Sullivan County Board of Elections (1998)		\$ 10,700
Wilson County Board of Elections (1998)		\$ 9,500
TEXAS		
El Paso County Election Office	\$342,200	\$ 21,500
WASHINGTON		
King County Board of Elections	\$ 25,000	

Total 1999 Contracts

\$4,223,993 \$ 539,975

c. Future potential of CMIS, Inc.

Since signing the marketing agreement with Global Election we have exceed all our marketing projections for 1999. We have won all but one system for which we have competed and have quickly established a dominant position in the Voter Registration and Election Management Technology Industry.

We are currently marketing to the following accounts:

State Governments

State of Alaska
State of Minnesota
State of New Mexico
State of Oregon
State of South Carolina
State of Virginia

Medium to Large Counties and Cities

Clark County Nevada
Kansas City Missouri
Platte County Missouri
St. Louis City Missouri
St. Charles County Missouri
Erie County Pennsylvania
Marion County Florida
Stark County Ohio
Dona Anna County New Mexico
Jefferson County Alabama
Sedgwick County Kansas
Shawnee County Kansas
Huron County Ohio
Oregon County Oregon
McHenry County Illinois
Brevard County Florida
Lawrence County Ohio
Hamilton County Tennessee
Harris County Texas
Cameron County Texas
Apache County Arizona
Larimer County Colorado
Arapahoe County Colorado

International Opportunities

Mississauga Canada County of Panama

Many county and state governments have limited their investment in technology during the past several years to ensuring Y2K compliance. Many industry analysis expect that state and local governments will turn to the Windows NT, three-tier client-server technology, developed by CMIS, once the Y2K crisis has been avoided. The following conditions will also drive the demand to upgrade Voter Registration and Election Management Technology:

- Redistricting and Reapportionment required after the release of the 2000 Census Results in April 2001.
- Changing State and Local Laws to Encourage Voting such as:
 - Early Voting
 - Convenience Voting (Shopping Centers, etc.)
- Internet Voting

With the completion of a new facility CMIS, Inc. will be perfectly poised to provide software, technology and services to a large percentage of the 50 states, 3,300 domestic counties, and to further explore international opportunities.

We conservatively project that revenues from our Voter Registration and Elections Management Technology will remain in the \$3,000,000 to \$6,000,000 range for the next three to five years. In early 2001 we expect to begin development of other Window NT, three-tier client-serve based technology to serve state and local government. The revenue forecast does not include revenues from non-voter based technology.

STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of March 21, 2000

FROM:

<u>Stephen Davis</u>	<u>Budget & Research</u>	<u>Administrative Services</u>
Name	Division	Department

ACTION REQUIRED: Authorize substitute uses of funds appropriated to the Fayetteville Youth Center on Resolution 93-99. The Youth Center Board requests Resolution 93 be amended to provide maintenance at the Youth Center as per their revised maintenance schedule dated February 8, 2000.

COST TO CITY:

\$24,631.00 (amount in Funds Used to Date)	241,799.00	Transfer
Cost of this Request	Category/Project Budget	Category/Project Name
1010-5220-5718-00	241,799.00	Athletics&Transfers
Account Number	Funds Used To Date	Program Name
	-0-	General
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

<u>[Signature]</u>	<u>Administrative Services Director</u>
Budget Manager	

CONTRACT/GRANT/LEASE REVIEW:

<u>[Signature]</u>	<u>3-5-00</u>	<u>[Signature]</u>	<u>3-6-00</u>
Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>3-6-00</u>	<u>[Signature]</u>	<u> </u>
City Attorney	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>3-7-00</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

<u> </u>	<u> </u>
Division Head	Date
<u>[Signature]</u>	<u> </u>
Department Director	Date
<u>[Signature]</u>	<u>3-7-00</u>
Administrative Services Director	Date
<u>[Signature]</u>	<u>3/7/00</u>
Mayor	Date

Cross Reference

New Item: **Yes No**

Prev Ord/Res #:

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fred Hanna, Mayor

THRU: John Maguire, Administrative Services Director

FROM: Stephen Davis, Budget & Research 

DATE: March 3, 2000

SUBJECT: Fayetteville Youth Center

City Council authorized a maintenance transfer to the Fayetteville Youth Center in the amount of \$100,000 on July 6, 1999 in Resolution No. 93-99. The resolution incorporated a maintenance priority listing submitted by the Fayetteville Youth Center Board.

The Board of Directors of the Fayetteville Youth Center request that a revised maintenance priority list, dated February 8, 2000, be substituted for the items remaining to be performed from the maintenance priority list dated May 21, 1999. Copies of the original resolution adopted by City Council, the original maintenance list and the revised maintenance priority list are attached.

FAYETTEVILLE BOYS & GIRLS CLUB
REVISED MAINTENANCE PRIORITY
FEBRUARY 8, 2000

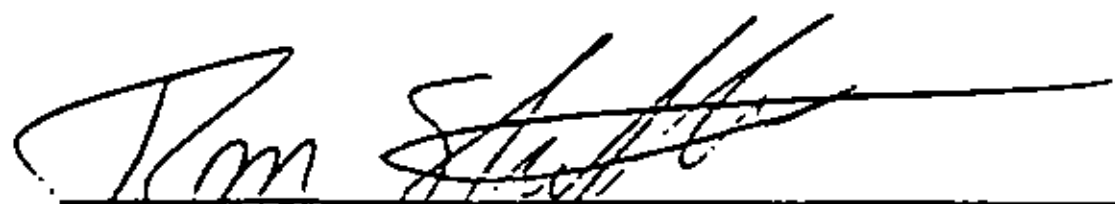
An initial maintenance priority listing was submitted to the Board on May 21, 1999 totaling \$100,000. The funding for these items were approved for payment by the City of Fayetteville. The following items have been completed: new roof, asbestos testing report, new playground equipment installed, bathroom partitions replaced, and a new floor scrubber purchased. After completion of the above items, a balance of \$24,631 remains.

At this time, the building committee would like to revise the priority of maintenance and submits the following detailed listing for board approval:

1) New phone system	\$10,000
2) Replace ceiling tile & lights in Director's office	2,000
3) Commercial Washer/Dryer	2,000
4) Game Room Equipment/Repair	2,000
5) New copier & Misc. repairs	<u>8,631</u>
	\$24,631 =====

This revision removes a new floor surface for the green gym. The above items are considered more critical, at this time, than an upgrade of the green gym.

APPROVED AT BOARD MEETING 2/8/00:


Tom Stockland, President


Dale Clark, Executive Director

Date: February 18, 2000

To: City of Fayetteville - *Steve Davis*

From: Dale Clark
Fayetteville Youth Center - Executive Director

Re: Maintenance Priority

In May of 1999 a \$100,000 maintenance priority listing was prepared, submitted, and approved for payment by the City of Fayetteville (a copy is attached for your review). As of January 31, 2000, the following items have been completed: new roof, asbestos testing, playground equipment purchased, bathroom partitions installed, and a new floor scrubber purchased. It is our understanding that, as of the above date, the remaining portion of our \$100,000 maintenance budget is some \$24,631.

Our Building and Maintenance Committee met in February and revisited this issue and recommended a revised Maintenance Priority for the balance of the funds. On February 8, 2000, the board unanimously approved their recommendation (the approved proposal is attached for your review).

Please review this documentation and let us know if you are in agreement with us proceeding with these acquisitions and improvements.

RESOLUTION NO. 93-99

A RESOLUTION AUTHORIZING A SUPPLEMENTAL TRANSFER IN THE AMOUNT OF \$100,000 TO PROVIDE FOR FACILITY REPAIRS AT THE FAYETTEVILLE YOUTH CENTER; AND APPROVING A BUDGET ADJUSTMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council hereby authorizes a supplemental transfer in the amount of \$100,000 to provide for facility repairs at the Fayetteville Youth Center. A copy of the Youth Center request with expenditures is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. The City Council hereby approves a budget adjustment in the amount of \$100,000 increasing Transfer to Youth/Adult Center, Acct. No. 1010 5220 5718 00 by decreasing Use of Fund Balance, Acct. No. 1010 0001 4999 99. A copy of the budget adjustment is attached hereto marked Exhibit "B" and made a part hereof.

PASSED AND APPROVED this 6th day of July, 1999.

APPROVED:

By: 

Fred Hanna, Mayor

ATTEST:

By: 

Heather Woodruff, City Clerk



FAYETTEVILLE YOUTH CENTER
MAINTENANCE PRIORITY
MAY 21, 1999

	<u>Estimated Cost</u>	<u>Actual</u>
1) Roof	\$ 20,000	17,928
2) Asbestos Testing	2,000	1,260
3) Playground Equipment	30,000	38,425
4) Bathroom Partitions	4,000	11,806
5) Floor Surface - Green Gym	20,000	
6) Equipment Improvements	10,000	5,950
7) Paint/Ceiling Tile/Lights	<u>15,000</u>	
	<u>\$100,000</u>	<u>75,369</u>

Funds Remaining \$24,631

STAFF REVIEW FORM

AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

for the Fayetteville City Council meeting of March 7, 2000

Eric J. Schuldt
Name

Parks and Recreation
Division

Public Works
Department

ACTION REQUIRED:
Approval of RFP #00-06 for the Gulley Park Tot Lot Playground to Arkoma Playground & Supply
in the amount of \$49,999

COST TO CITY:

\$49,998.98
Cost of this Request

\$50,000
Category/Project Budget

\$0
Funds Used To Date

\$50,000
Remaining Balance

Park Improvements
Category/Project Name

Program Name

Sales Tax Improvements
Fund

70-9470-5806.00
Account Number

00-016
Project Number

BUDGET REVIEW:

☒ Budgeted Item

Budget Adjustment Attached

Administrative Services Director

GRANTING AGENCY:

Budget Coordinator

CONTRACT/GRANT/LEASE REVIEW:

Marilyn Cramer
Accounting Manager

City Attorney

Purchasing Officer

STAFF RECOMMENDATION:
Approval of RFP #00-06

Comm. Edmonson
Division Head

Department Director

Administrative Services Director

Mayor

3-2-00
Date

3-2-00
Date

3-3-00
Date

3-2-00
Date

3-2-00
Date

3-2-00
Date

3/2/00
Date

ABA Coordinator

Internal Auditor

3-2-00
Date

3-3-00
Date

Cross Reference

New Item: ☒ Yes ☐ No

Prev Ord/Res #:

Orig Contract Date:

STAFF REVIEW FORM

Page 2

Description: Gulley Park Tot Lot Playground

Meeting Date: March 7, 2000

Comments:
Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

Coordinator

Auditor

STAFF REVIEW FORM

AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

for the Fayetteville City Council meeting of March 7, 2000
FROM: Eric J. Schuldt

Public Works
Department

Parks and Recreation
Division

Name

ACTION REQUIRED:
Approval of RFP #00-06 for the Gulley Park Tot Lot Playground to Arkoma Playground & Supply
in the amount of \$49,999

COST TO CITY:

\$50,000
Category/Project Budget

\$49,998.98
Cost of this Request

\$0
Funds Used To Date

470-9470-5806.00
Account Number

\$50,000
Remaining Balance

00-016
Project Number

Park Improvements
Category/Project Name

Program Name

Sales Tax Improvements
Fund

BUDGET REVIEW:

☒ Budgeted Item

Budget Adjustment Attached

Administrative Services Director

GRANTING AGENCY:

CONTRACT/GRANT/LEASE REVIEW:

Alph San
Budget Coordinator

3-2-00
Date

Marilene Cramer
Accounting Manager

3-2-00
Date

Yolanda Fields
Internal Auditor

3-3-00
Date

Paul
City Attorney

3-2-00
Date

3-3-00
Date

Connie Edmonstone
Purchasing Officer

STAFF RECOMMENDATION:
Approval of RFP #00-06

Cross Reference

New Item: ☒ Yes ☐ No

Prev Ord/Res #:

Orig Contract Date:

Connie Edmonstone
Division Head

2-2-00
Date

3-2-00
Date

3-2-00
Date

3/1/00
Date

John Maguire
Department Director

John Maguire
Administrative Services Director

John Maguire
Mayor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Hanna and City Council
Thru: Charles Venable, Public Works Director
From: Connie Edmonston, Parks & Recreation Superintendent
Eric J. Schuldt, Parks Development Coordinator *Q.E.*
Date: March 2, 2000 *ESS*
Re: Gulley Park Tot Lot

The Parks and Recreation staff and the Gulley Park Tot Lot Playground Selection Committee requests award of RFP #00-06 for Gulley Park playground equipment to Arkoma Playgrounds & Supply LLC in the amount of \$49,999.

The project was awarded according to the request for proposal procedure in which playground companies submit a design based upon specifications and a budget of \$50,000. The proposal includes cost and installation of the equipment and ground play surface. Members serving on the professional services committee included Trent Trumbo - City Council, Nancy Hendricks - Assistant to the Mayor, Laura Dawson - Gulley Park Neighbor, Yolanda Fields - Internal Auditor, Judie Nickell - Parks and Recreation Advisory Board, Terry Gulley and Eric Schuldt from the Parks Division. A total of eight designs were submitted for the project and all were evaluated based on criteria including aesthetic, durability, and play value. Arkoma was chosen by the committee.

In our quest to provide recreational equipment for all age groups we recommend approval of this playground equipment at Gulley Park that will provide enjoyment for generations to come. The Selection Committee recommended at our meeting that this bid award be immediately forwarded to the City Council in an effort to have the new playground equipment installed before the beginning of the Gulley Park Concert Series in May.

Attached is a layout of the proposed playground apparatus. Please call Connie Edmonston at 444-3473 or Eric Schuldt at 444-3472 if you have any questions on this request.

Attachment:
Playground layout

PROPOSAL FORM

Please show itemized bid for each item. Bid costs to include FOB to Fayetteville, AR. and sales tax of 4.625 percent plus \$50.00 (tax is charged on equipment only).

1. Site Preparation & Cleanup	\$	incl.	
2. Playground Equipment	\$	23,138.00	(includes Benches & Discs)
3. Playground Installation	\$	4,260.00	
4. Playground poured in place surfacing-Surface America or equal (color-green)	\$	14,000.00	
5. Construction of concrete surface for playground area & access sidewalk	\$	6,000.00	
6. Applicable Taxes	\$	1,525.98	
7. Shipping	\$	1,075.00	

Total Bid

\$ 49,998.98

The Bidder understands the Owner reserves the right to reject any or all bids and to waive formalities deemed to be in the City's best interest.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the schedule closing time for receiving bids.

COMPANY NAME

Arkoma Playgrounds & Supply LLC

CONTACT PERSON

Stuart Y. Thompson

TITLE

President

ADDRESS

70 No. College Ave., Suite 6

Fayetteville, AR 72701

TELEPHONE

(501) 443-0066 FAX 443-9202

INSTALLER'S NAME

Nick Warren-Outdoor Spaces Inc.

SIGNATURE:

DEPARTMENTAL CORRESPONDENCE

To: Mayor Hanna and City Council

Thru: Charles Venable, Public Works Director

From: Connie Edmonston, Parks & Recreation Superintendent
Eric J. Schuldt, Parks Development Coordinator

Date: March 2, 2000

Re: Gulley Park Tot Lot

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COMPANY NAME Arkoma Playgrounds & Supply LLC

CONTACT PERSON Stuart Y. Thompson

TITLE President

ADDRESS 70 No. College Ave., Suite 6

Fayetteville, AR 72701

TELEPHONE (501) 443-0066 FAX 443-9202

INSTALLER'S NAME Nick Warren-Outdoor Spaces Inc.

SIGNATURE: 

GULLEY PARK FAYETTEVILLE, AR

ARKOMA
STUART THOMPSON

THIS PLAY AREA & EQUIPMENT IS
DESIGNED FOR AGES 3-5 YEARS

IF IS THE MANUFACTURER'S OPINION THAT
THIS PLAYSTRUCTURE CONFORMS TO
ACCESSIBILITY REQUIREMENTS OF THE A.D.A.
(AMERICANS WITH DISABILITIES ACT)

THIS CONCEPTUAL PLAN WAS BASED ON
INFORMATION AVAILABLE TO US FROM THE
CONSTRUCTION. DETAILED SITE INFORMATION
INCLUDING SITE ELEVATIONS, TOPOGRAPHY,
EXISTING UTILITIES, SOIL CONDITIONS, AND
DRAINAGE SOLUTIONS SHOULD BE OBTAINED,
EXCLUDED, & UTILIZED IN THE FINAL DESIGN.

CHOOSE A PROTECTIVE SURFACING MATERIAL
THAT HAS A CRITICAL HEIGHT VALUE OF
AT LEAST THE HEIGHT OF THE HIGHEST
ACCESSIBLE PART/FALL HEIGHT OF THE
ADJACENT EQUIPMENT. (SEE CONSUMER
PRODUCT SAFETY COMMISSION (CPSC)
GUIDELINES, SECTION 18 SURFACING.)

PLAYSHAPER
DRAWING #:

1261367B

02/22/2000 DESIGNED BY: SEL

Gulley Park
A. 8. Page 7

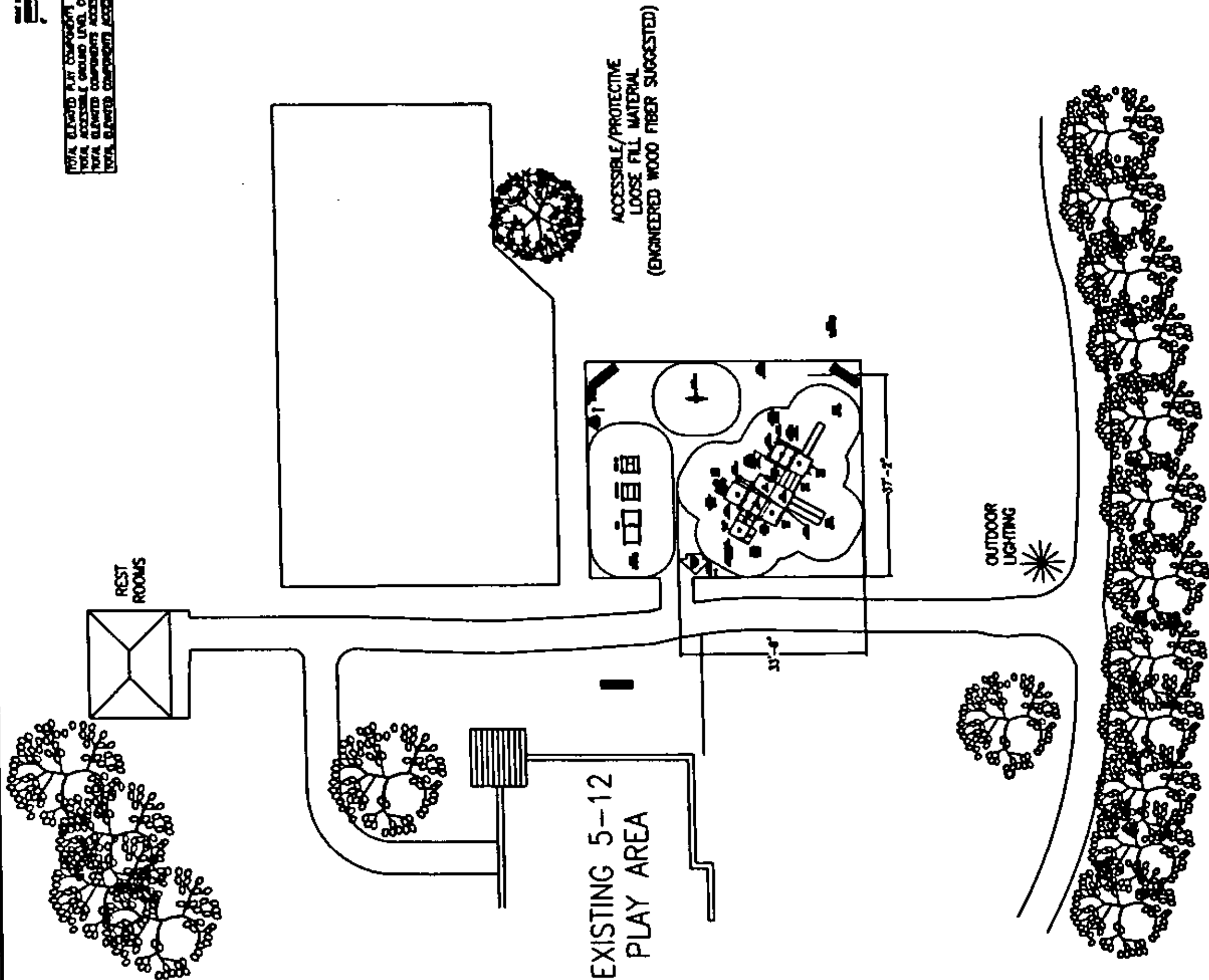
**LANDSCAPE
STRUCTURES INC.**

Anything else is cutting corners

801 7th STREET SOUTH - P.O. BOX 18
DELAWARE, MISSISSIPPI 39208
PH 1-800-338-0035 FAX 1-601-412-4772



NOTA: ELIMINATED PLAY COMPONENTS
NOTA: ELIMINATED PLAY COMPONENTS
NOTA: ELIMINATED PLAY COMPONENTS
NOTA: ELIMINATED PLAY COMPONENTS



The play components identified
on this plan are IPEMA certified.
The use and layout of these
components conform to the
requirements of ASTM F1487.

Purchase Requisition

Vendor #:

Vendor Name:

7122	Arkoma Playgrounds & Supply LLC
------	---------------------------------

Address:

FOB Point:

Mail:

Yes X No

Taxable:

Yes X No

70 North College Avenue Suite 6

5

State:

Zip:

Ship To Code:

Division Head Approval

Fayetteville

答

72701

Boonlechar

***Requester's Employee#:**

1467

472

Eric J. Schultdt

[illegible]

Instructions: Price includes shipping and sales tax.

Subtotal:	49998.98
------------------	-----------------

Tax:

TOTAL:	49998.98
--------	----------

Purchasing office use only

Department Director

Purchasing Manager:

Budget Coordinator:

Data Processing Mgr

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 21, 2000

FROM:

Charles Venable

Public Works

Name Division Department

ACTION REQUIRED: Approval of a Budget Adjustment and a Resolution expressing the willingness of the City of Fayetteville to utilize Federal Aid Enhancement funds in the amount of \$150,000 for improvements to Block Avenue from Dickson Street-south, and to provide 20 percent (\$37,500) matching funds.

COST TO CITY:

<u>\$ 187,500.00</u>	<u>\$ -0-</u>	<u>Street Improvement</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5809-00</u>	<u>\$ -0-</u>	
Account Number	Funds Used to Date	Program Name
<u>00041-20</u>	<u>\$ -0-</u>	<u>Sales Tax Capital</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

☐ Budgeted Item

☒ Budget Adjustment Attached

Steph Davis
 Budget Manager

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

Marilyn Cramer 3-1-00
 Accounting Manager Date

[Signature] 3-1-00
 City Attorney Date

[Signature] 3-3-00
 Purchasing Officer Date

ADA Coordinator

Yolanda Fultz
 Internal Auditor

Date

3-3-00
 Date

STAFF RECOMMENDATION: Approval of the Resolution and Budget Adjustment

Division Head

Date

Cross Reference

Charles Venable
 Department Director

3-1-00
 Date

New Item: Yes No

[Signature]
 Administrative Services Director

3/6/00
 Date

Prev Ord/Res #:

[Signature]

3/6/00
 Date

Orig Contract Date:

STAFF REVIEW FORM

Description_____ Meeting Date_____

Comments:

Reference Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

Date: March 1, 2000

To: Mayor Hanna and City Council

From: Charles Venable 

Subject: Approval of a Budget Adjustment and Resolution for Block Avenue Improvement

Attached hereto are copies of letters received from the Arkansas Highway and Transportation Department notifying us that federal aid funds have been made available in the amount of \$150,000 for improvement to Block Avenue from Dickson Street-south. Also attached is an Agenda Request and a Resolution expressing the willingness of the City of Fayetteville to utilize Federal Aid Enhancement funds, and a Budget Adjustment authorizing the expenditure of City funds in the amount of \$37,500 as the 20 percent match required.

CV:msm

attachments

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF FAYETTEVILLE
TO UTILIZE FEDERAL-AID ENHANCEMENT MONIES**

WHEREAS, The Fayetteville City Council understands Federal-aid Surface Transportation Enhancement funds are available at 80% federal participation and 20% local cash match for the following project: Block Avenue Improvements

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF
FAYETTEVILLE CITY COUNCIL, THAT:**

SECTION I: The City of Fayetteville will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: The Mayor or their designee is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated improvement.

SECTION III: The Fayetteville City Council pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this ____ day of _____, 2000.

Mayor

ATTEST: _____
City Clerk

ARKANSAS STATE HIGHWAY COMMISSION

HERBY BRANSCUM, JR., CHAIRMAN
PERRYVILLE

JOHN "M" LIPTON, VICE CHAIRMAN
WARREN

J.W. "BUDDY" BENAFIELD
HICKORY PLAINS



P.O. Box 2261
LITTLE ROCK, ARKANSAS 72203-2261
TELEPHONE No. (501) 569-2000
FAX No. (501) 569-2400
February 23, 2000

MARY P. "PRISSY" HICKERSON
TEXARKANA

JONATHAN BARNETT
SILOAM SPRINGS

DAN FLOWERS
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mayor Hanna:

Reference is made to Commissioner Barnett's February 17, 2000 letter approving your transportation enhancement project.

At this point, a resolution from your City Council is required. The resolution should indicate support for the project and give you the authority to enter into contractual agreements with the Department (see enclosed sample). A signed, sealed copy of the approved resolution should be forwarded to:

Mr. Frank Vozel
Programs and Contracts Division
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Once we have received your resolution, we will set a meeting with you or your representative to discuss the project and applicable requirements. **Please do not begin work on the project at this time.** You will receive a formal notice to proceed after our meeting. No reimbursement will be made for any work done prior to the date of the notice to proceed.

Sincerely,

A handwritten signature in cursive script, reading "Dan Flowers".

Dan Flowers
Director of Highways
and Transportation

Enclosure
c: Commissioner Jonathan Barnett

RECEIVED

FEB 25 2000

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

ARKANSAS STATE HIGHWAY COMMISSION



HERBY BRANSCUM, JR., CHAIRMAN
PERRYVILLE

JOHN "M" LIPTON, VICE CHAIRMAN
WARREN

J.W. "BUDDY" BENAFIELD
HICKORY PLAINS

MARY P. "PRISSY" HICKERSON
TEXARKANA

JONATHAN BARNETT
SILOAM SPRINGS

DAN FLOWERS
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

P.O. Box 2261
LITTLE ROCK, ARKANSAS 72203-2261
TELEPHONE No. (501) 569-2000
FAX No. (501) 569-2400
February 17, 2000

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mayor Hanna:

I am pleased to inform you that the Arkansas Highway Commission has selected your application for transportation enhancement funding for the Block Avenue Improvements. Your project is approved for federal funding in the amount of \$150,000.00. Although your project is approved in concept, there may possibly be some items that are not eligible for federal transportation enhancement funding. In the near future, you will receive additional information from our staff regarding implementation of this project.

Sincerely,

A handwritten signature of Jonathan Barnett in black ink, written in a cursive style.

Jonathan Barnett
Commissioner

c: Director
Chief Engineer

RECEIVED

FEB 22 2000

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 2000	Department: Sales Tax Capital Improvement Fund Division: Street Improvements Program:	Date Requested February 29, 2000	Adjustment #
---------------------	---	-------------------------------------	--------------

Project or Item Requested:

Funding is requested for matching funds for Block Street Improvements.

Project or Item Deleted:

None. A portion of the funding approved for Street ROW/ Intersection/ Cost sharing Improvements project is proposed for this adjustment.

Justification of this Increase:

The city has received notification from the Arkansas Highway and Transportation Department that federal aid funds are available for the Block Street project.

Justification of this Decrease:

Sufficient funds remain to meet identified project needs.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	187,500	4470	9470	5809	00	00041	20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	37,500	4470	9470	5809	00	98033	20
Federal Grant	150,000	4470	0947	4302	00		

Approval Signatures

Requested By

Date

Steph Sany
Budget Manager

3-1-2000

Date

Richard V. ...
Department Director

3-1-00

Date

Admin. Services Director

Date

Mayor

Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

STAFF REVIEW FORM

X Agenda Request
 _____ Contract Review
 _____ Grant Review

For the Fayetteville City Council meeting of March 21, 2000.

FROM:		
Tim Conklin	Planning	Public Works
_____ Name	_____ Division	_____ Department

ACTION REQUESTED: To approve an ordinance for RZ 00-10.00, submitted by M.B. Stiles for property located at 2650 Old Farmington Road. The property is zoned A-1, Agricultural and contains approximately 0.72 acres. The request is to rezone the property to C-2, Thoroughfare Commercial.

COST TO CITY:

\$0		
Cost of this request	Category/Project Budget	Category/Project Name
Account Number	Funds used to date	Program Name
Project Number	Remaining balance	Fund

BUDGET REVIEW:	_____ Budgeted Item	_____ Budget Adjustment	Attached
Budget Coordinator	Administrative Services Director		

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager	Date	ADA Coordinator	Date
<i>[Signature]</i>	3-3-00		
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 7-0-0 to recommend and forward the rezoning to the City Council.

<i>[Signature]</i>	3-3-00
Division Head	Date
<i>[Signature]</i>	3-6-00
Department Director	Date
<i>[Signature]</i>	3/6/00
Administrative Services Director	Date
<i>[Signature]</i>	3/6/00
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn T. Warrick, Associate Planner
THRU: Tim Conklin, City Planner
DATE: February 28, 2000

RZ 00-10.00: Rezoning (Stiles, pp 519) was submitted by M.B. Stiles for property located at 2650 Old Farmington Road. The property is zoned A-1, Agricultural and contains approximately 0.72 acres. The request is to rezone the property to C-2, Thoroughfare commercial.

RECOMMENDATION: Staff recommends approval of the requested rezoning based on the findings included as part of this report.

PLANNING COMMISSION ACTION: Required YES
☐ Approved ☐ Denied

Date: February 28, 2000

CITY COUNCIL ACTION:	Required <u>YES</u>
	☐ Approved ☐ Denied
Date: _____	

Comments: _____

BACKGROUND:

The applicant is requesting that this property be rezoned to C-2, Thoroughfare Commercial in order to develop a dinner theater in this location. The entire tract contains approximately 1.98 acres, with the easternmost 1.26 acres already zoned C-2.

Surrounding properties include motels, residences - single family and duplex, and a GTE transfer station (south). Access to this property is available from Shiloh Drive (southbound outer road) and also from Hwy 62 (6th Street) by way of One Mile Road and Old Farmington Rd.

There is an historical house on the site which is proposed to be an office for the dinner theater. A new structure would be erected to house the theater and parking would be provided. A large scale development is required to be approved by the Planning Commission in order for this project to be constructed.

SURROUNDING LAND USE AND ZONING

North:	Motel, vacant (C-2)
South:	Residential (R-O)
East:	Motels (C-2)
West:	Vacant, Single family homes (A-1)

INFRASTRUCTURE:

Streets: The main access for this property is Old Farmington Road (on the south side). One property separates this tract from Shiloh Drive, the outer road on the west side of I-540. Shiloh in this location carries southbound traffic only.

Water: 8" line along Old Farmington Road.

Sewer: 8" line along Old Farmington Road.

LAND USE PLAN: General Plan 2020 designates this site Regional Commercial. Rezoning this property to C-2, Thoroughfare Commercial is consistent with the land use plan and compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed zoning to C-2, Thoroughfare Commercial, is consistent with the City's adopted General Plan which designates this area as Regional Commercial.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed rezoning is justified at this time.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning would not create or appreciable increase traffic danger and congestion. Any development proposal for this tract must be considered with regard to access and the Planning Commission, at the time of Large Scale Development review, may require on-site and off-site improvements. Shiloh Drive, the southbound outer road, is classified as a Collector on the Master Street Plan requiring a total of 70' of right of way.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning would not alter population density.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

§161.14 DISTRICT C-2 THOROUGH-FARE COMMERCIAL.

A. Purpose. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

B. Uses.

1. Permitted Uses.

Unit 1	City-Wide Uses by Right
Unit 4	Cultural and Recreational Facilities
Unit 12	Offices, Studios and Related Services
Unit 13	Eating Places
Unit 14	Hotel, Motel and Amusement Facilities
Unit 15	Neighborhood Shopping Goods
Unit 16	Shopping Goods
Unit 17	Trades and Services
Unit 18	Gasoline Service Stations and Drive-In Restaurants
Unit 19	Commercial Recreation
Unit 20	Commercial Recreation, Large Sites
Unit 24	Outdoor Advertising
Unit 33	Adult Live Entertainment Club or Bar

2. Uses Permissible on Appeal to the Planning Commission.

Unit 2	City-Wide Uses by Conditional Use Permit
Unit 3	Public Protection and Utility Facilities
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 32	Sexually Oriented Business

C. Bulk and Area Regulations. Setback lines shall meet the following minimum requirements:

From Street ROW	50 ft.
From Side Property Line	None
From Side Property Line When Contiguous to a Residential District	15 ft.
From Back Property Line	20 ft.

D. Building Area. On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

E. Height Regulations. In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. No building shall exceed six stories or 75 feet in height.

(Code 1991, §160.036; Code 1965, App. A, Art. 5(VI); Ord. No. 1747, 6-29-89; Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-177; Ord. No. 2603, 2-19-80; Ord. No. 4034, §§3,4, 4-15-97)

February 21, 2000

2810 Old Farmington Rd
Fayetteville AR 72704

Planning Commission
City of Fayetteville
113 West Mountain
Fayetteville AR 72701

RE: RZ 00-10.00 Rezoning (Stiles,pp 519)

Dear Commission Members:

As resident owners of adjacent A-1 property, we are opposed to the rezoning of the referenced property from A-1 Agriculture to C-2 Thoroughfare Commercial.

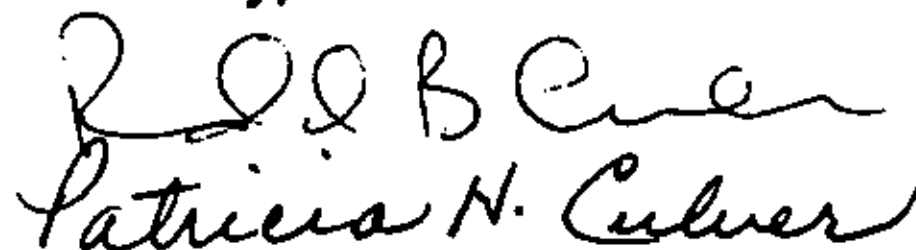
This property at 2650 Old Farmington Road has limited access. Northbound, eastbound and westbound traffic have to go by the way of 6th Street to One Mile Road to Old Farmington Road. Old Farmington Road is narrow and without curbs and gutters and hardly qualifies as a thoroughfare. One Mile Road is even narrower, barely allowing two cars to meet and pass. Southbound traffic can only reach Old Farmington Road by Shiloh Drive. Shiloh Drive is one way between Wedington Drive and 6th Street. This area is residential except for the motels along Shiloh Drive and the trucking operation at 2950 Old Farmington Road that is zoned A-1

In addition to traffic consideration, the range of uses and structures permitted under the C-2 zoning classification is very general and allows for undesirable businesses for our rather quiet neighborhood.

Attached is a copy of an article from last weeks *Arkansas Democrat-Gazette* that describes a type of business we do not want in our neighborhood.

We hope you will do the right thing for our area and deny this rezoning.

Sincerely,


Patricia H. Culver
Richard B & Patricia H Culver

Cc Planning Dept
City Council

WED FEB 16, 2000

Arkansas Democrat & Gazette

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Dinner theater offers pizza, nude dancers

THE ASSOCIATED PRESS

STRATFORD, Wis. — The operator of a tavern featuring nude dancing says he's found a loophole to keep his business open despite a new ordinance setting limits on adult entertainment.

"I'm a dinner theater," Bob Lemke said. "I serve pizza."

His establishment just outside Stratford — formerly the Prime Time Saloon and then Teasers — now has become Teasers Exotic Dancer Dinner Theater.

The Cleveland Town Board

adopted the adult entertainment ordinance in December, but granted exceptions for performing arts centers, civic centers and dinner theaters.

At first, Lemke said he would challenge the ordinance in court. Then he decided on his latest approach.

"I'm not going to spend money on a lawyer until they make me," the tavern owner said Monday.

So far, town Chairman Joseph Kaiser said, there have been no complaints.

To order via phone or for free delivery, call

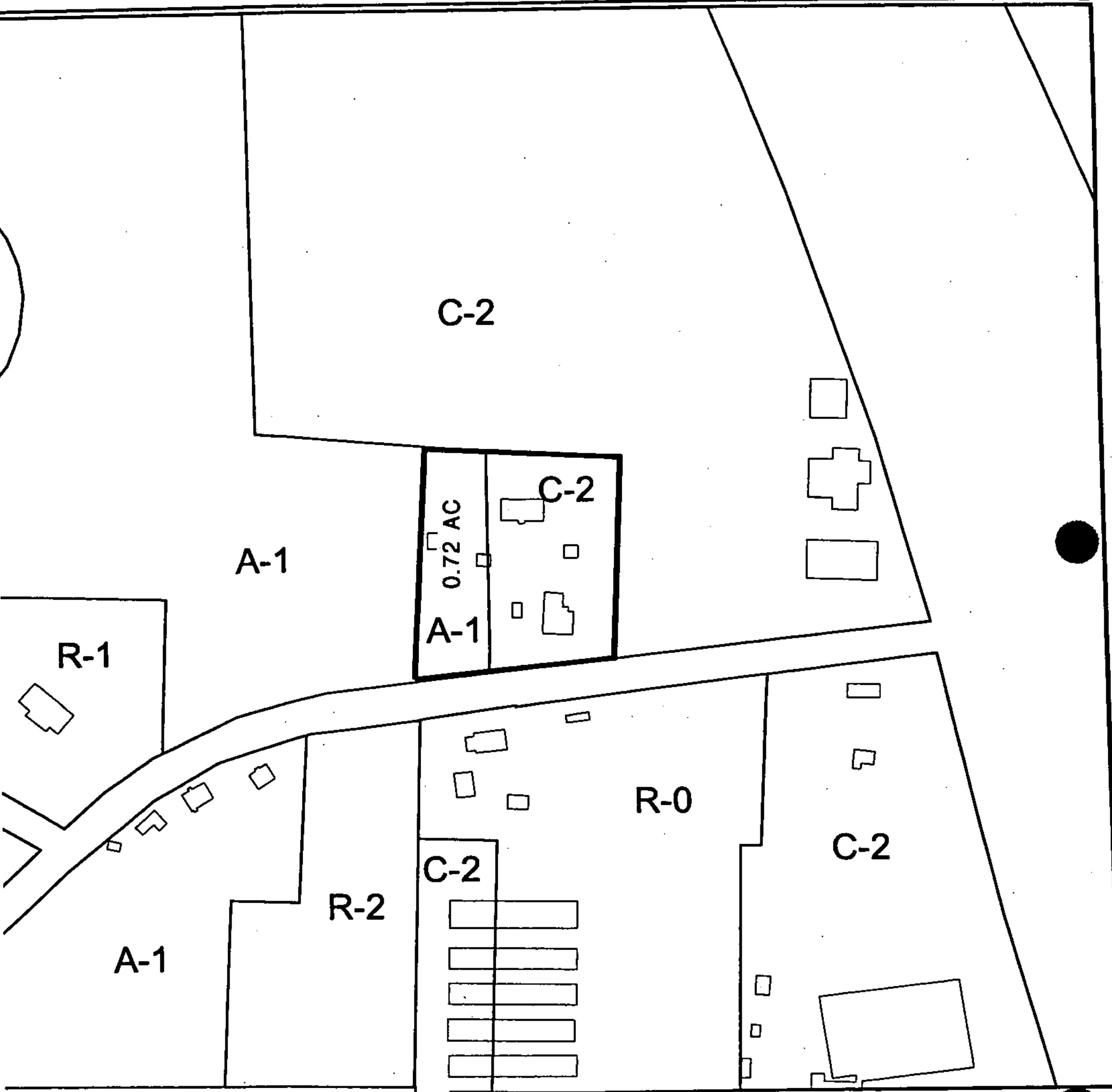
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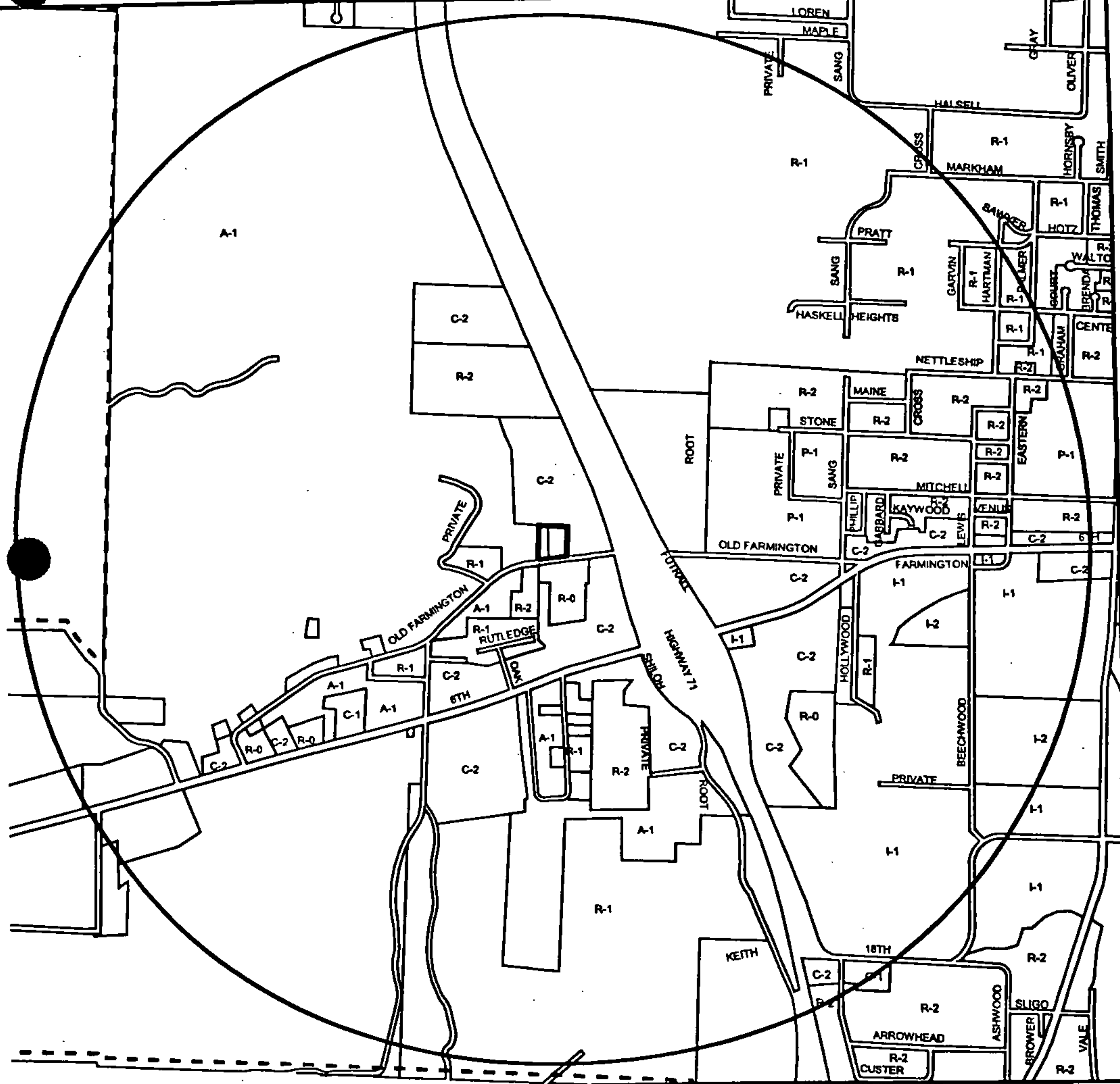
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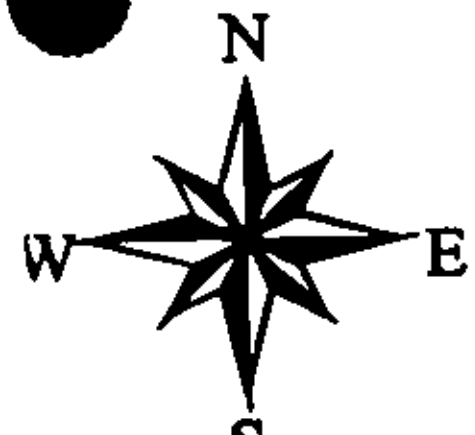
Mike Stiles - Zoning - Close Up



Mike Stiles - One Mile Diameter



1400 0 1400 Feet



Mike Stiles - 2020 Plan - One Mile Diameter



	Community Commercial		Neighborhood Commercial		Regional Commercial
	Historic Commercial		Office		Residential
	Mixed Use		Open / Space Recreational		University

0 1400 Feet

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
FRED B. HANNA, MAYOR

4500 S. School Ave., Ste. A
Fayetteville, AR 72701
Telephone: 501-575-8301
Fax: 501-575-8304

Economic Development Department
Aleth S. Little, Director

February 22, 2000

TO WHOM IT MAY CONCERN:

The Economic Development Office of the City has been working with the Stiles/Langford group on a dinner theater project to be located on Old Farmington Road. The business offers an entertainment venue not currently available in Fayetteville as well as employment for persons in the acting profession. It is the stated desire of the developers to work closely with the University of Arkansas with a goal of creating an internship program for the students majoring in theater.

The project is in the planning stages; however, it is my opinion that the developers are serious about starting this business and will make every effort to make it successful. Two families are relocating to the Fayetteville area from the Little Rock area in order to initiate this venture.

The developers have presented a preliminary business plan to the Economic Development Office and have available a schedule of the plays which are to be produced for the first 12 - 18 months, should the reader be interested. Contact may be made with the developers by calling 501.834.5717 and speaking with Mike Stiles. I would also be happy to answer questions and I may be contacted at the numbers above.

Sincerely,



Aleth Little
Economic Development Director

NOTE: Please include this letter with the packet of information which is presented to the Planning Commission for their consideration of the rezoning request.

Date: 22 February 2000
To: Fayetteville Planning Commission
From: M. B. Stiles
Subject: Bill of Assurance concerning Request of Zoning Change at 2650 Old Farmington Road, Fayetteville, Arkansas

It has been brought to our attention that claims are being made that we are asking for a zoning change to start a "nude dancing girls club." This is **not** our intent. We do want to consider starting a dinner theater that will offer a good meal and live plays to the public. It will be marketed as family entertainment and seek out both civic and church groups as customers. If we can make it work it will be a plus for the community and add a sense of cultural enrichment. In response to any such claims made, I would like to offer this:

BILL OF ASSURANCE

OUR PROPOSED USE OF THE PROPERTY AT 2650 OLD FARMINGTON ROAD IS NOT FOR A "NUDE DANCING GIRLS CLUB." NEITHER MY PARTNERS OR MYSELF WILL BE ASSOCIATED WITH SUCH AN ENDEAVOR NOR ALLOW SUCH A USE OF THE PROPERTY AS LONG AS WE OWN OR HAVE ANY PERSONAL INVOLVEMENT WITH IT.

SO HELP ME LORD GOD ALMIGHTY

Michael B. Stiles
MICHAEL B. STILES

ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED
IN REZONING PETITION RZ00-10 FOR A PARCEL
CONTAINING APPROXIMATELY 0.72 ACRES LOCATED
AT 2650 OLD FARMINGTON ROAD AS REQUESTED BY
M.B. STILES.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the zone classification of the following described property is hereby
changed as follows:

From A-1, Agricultural to C-2 Thoroughfare Commercial as described in Exhibit
"A" attached hereto and made a part hereof.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is
hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By _____
Fred Hanna, Mayor

ATTEST:

By _____
Heather Woodruff, City Clerk

Legal Description

Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 18 and part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 19, all being in Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Beginning at the Southeast corner of said SW1/4, of the SE1/4 of Section 18; thence North 242.55 feet, thence West 274.94 feet to the POINT OF BEGINNING: thence North 87 degrees, 11 minutes, 04 seconds West a distance of 87.00 feet, thence South 0 degrees, 05 minutes, 08 seconds East a distance of 319.00 feet, thence South 82 degrees, 34 minutes, 48 seconds West a distance of 103.00 feet, thence North 02 degrees, 30 minutes, 38 seconds East a distance of 337.00 feet to the POINT OF BEGINNING. Containing 31,168.17 sqft or 0.72 acres more or less.

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**RZ00-10: REZONING
STILES, PP519**

This item was submitted by M.B. Stiles for property located at 2650 Old Farmington Road. The property is zoned A-1, Agricultural and contains approximately 0.72 acres. The request is to rezone the property to C-2, Thoroughfare Commercial.

Mike Stiles and Sally Langford were present on behalf of the request.

Staff Recommendation

Staff recommends approval of the requested rezoning based on the findings included in the staff report.

Commission Discussion

Johnson: This is a part of a larger tract. The larger tract is slightly under two acres. The balance of the tract is presently zoned C-2. Is that correct, Tim?

Conklin: That is correct. Staff is recommending approval of the C-2 zoning. This tract does contain the 1.98 acres. Of that, 1.26 acres are already zoned C-2. The applicant has requested the rezoning in order to have the entire tract zoned C-2. It is designed as commercial by our land use plan. Rezoning this additional .72 acres will provide the applicant with a tract of land entirely zoned C-2. This evening, staff has received four phone calls from neighbors who are in opposition of the rezoning. We have also distributed to the Commission a Bill of Assurance which was offered by the applicant stating that there will be no sexually oriented business located at this site.

Stiles: My name is Mike Stiles. I'm the person that filed the zoning change. I represent a partnership of four people. My other three partners did come with me tonight. We need to address the idea of a nude, dancing bar.

Johnson: Are you going to do that?

Stiles: No, ma'am.

Johnson: We have in hand a bill of assurance where you have specifically stated that you won't have such an endeavor and you won't allow the property to be used for that purpose. Have you had any connection with any nude, dancing club anywhere else?

Stiles: I have never been involved in a nude, dancing club anywhere.

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Johnson: The reason for the question is that the concern about a nude, dancing club is no more directly related to what you're going to do there. It has nothing to do with what you've done in the past, what establishment you've had in the past, or what you propose to do here. It's totally irrelevant to what you're going to do.

Stiles: This has nothing whatsoever to do with our plans. We plan on a family dinner theater. We will actually try to appeal in many instances to church groups as customers. We are not going to be a nude, dancing bar. Mr. Estes was good enough to also pass around some letters from people that we have dealt with in the community and developer that we have been working on our plans with. He has detailed knowledge of what we're planning on doing as far as the building goes. There is a letter from our CPA. He's gone over our business plan and he also knows in detail the number of people, how we're going to pay folks, and he also stated that we're not going to have anything to do with a nude, dancing bar. There is a letter from an engineer we are using to provide estimates on utility costs and he also has intimate knowledge of what our plans are as far as construction and how we're going to use the facility. We do not plan on having a sexually oriented club.

Johnson: It seems to me unfortunate that we're having this discussion. Somebody found a newspaper article about a dinner theater somewhere. Somewhere there was a dinner theater with nude dancing. Is that your understanding of where the idea originated?

Stiles: Yes. We saw it today reviewing the Planning Departments file. That is the first time we were aware of it. That does not apply to our intent whatsoever.

Johnson: Apparently, this particular bar was in Stratford, Wisconsin.

Stiles: We're here to answer your questions.

Public Comment

Richard Culver was present in opposition to the request.

Culver: I surely got your attention.

Johnson: Did you send us the article?

Culver: I want to apologize to Mr. Stiles if there was any thought that I was suggesting that this was the kind of business that he intends to open. I did not mean to imply that. However, once this property is zoned C-2, whatever Mr. Stiles' immediate plan is, there quite a latitude for businesses. If somebody has a piece of property that they invested money in and they want to get a return on that investment, I'm sure they will do whatever they can do to get that

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return. I believe part of this parcel that is zoned C-2 was zoned C-2 in 1994. Things have changed since then. Shiloh Drive is now one way. Access to this property off of the bypass for traffic north bound or east bound or west bound, unless they want to make a four mile round trip from Sixth Street to Wedington and back down to Old Farmington, the access will be Sixth Street to One Mile Road to Old Farmington Road down to this piece of property. Old Farmington Road was recently repaved but it is still a narrow road without curbs or gutters. One Mile Road is even narrower. Two cars can hardly meet and pass on One Mile Road. We're concerned about traffic and access to this property. The motels on the bypass don't cause us any problem as far as noise or nuisance. We are concerned about this particular piece of property and as the adjacent property owner, I'm concerned about possible impact to my future use of that property. I think .72 acres that is presently agricultural, if that remains agriculture, that at least gives us a little bit of a buffer from any businesses that may develop there in the future. Also, a number of homes along Old Farmington are being remodeled by the resident owners and that is developing into a residential area. We would like to see it remain a nice, quiet, residential area and anything that does go in that C-2 zone would be something more appropriate adjacent to residential property. Again, I want to say that I had no intention to imply that Mr. Stiles intended to provide nude dancing. It was merely an example of the creative thinking that a property owner or business owner can do to get around ordinances. I ask that you reject this rezoning.

Johnson: I want to remind the audience that on rezonings, they come to the Planning Commission and if we approve the proposed rezoning, that approval merely sends it on to the City Council for final action. If we disapprove the proposed rezoning, then our action can be appealed to the City Council. I don't want to mislead anybody. We don't have final action on this.

Douglas Voitors was present in opposition to the report.

Voitors: I live right across the street from that house and up about 100 yards. I could hit it with a rock. This is a nice, quiet neighborhood. If there was commercial property there, it has terrible access and frontage. I don't know why someone would want to put a business there. There's no view. People driving by can't see it. It's hard to get to. The road you have to go down comes over a hill which leaves a blind spot facing straight toward the sun. Not only is it blind, the sun is in your eyes and it's narrow. The ditches are deep. It's dangerous. Whoever made the frontage road one way really saved our neighborhood and made it really nice. It's safer and that's more important than profit. We have several retired residents. We have over 31 children in this area and they play all over. For a long time, this was a back road. A short cut. This neighborhood is getting cleaned up. This is a bad road for traffic.

Janet Voitors was present in opposition to the request.

Voitors: One of the things that no one has addressed about this house is its historical

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status. This is a Civil War house. I have lived in this neighborhood for two and a half years and I've watched this house sit empty for a year and a half and there was a sign in front of it that had it listed with a realtor and no one bought it. I researched about buying it. It was listed for \$70,000. Students moved in there. Currently, the people who own the property don't live in the neighborhood. They are just investors. The teenagers and young adults that live there are not friendly and nobody knows them in the neighborhood. We go to their house and knock on the door and they don't come to the door. We're suspicious that they're going to bring some type of a business in there that's going to cause lots of traffic to the neighborhood and they are not concerned about the Civil War house. There isn't a need for a dinner house in that area. There are three hotels that are there. The Quality Inn, the Park Inn, and The Hampton Inn. A bed and breakfast wouldn't even make a profit because there so many other facilities. They're talking about church groups using their facility. At my church, we do our own entertainment. There's not a need for it. There are like six bars on Highway 62. That's one of the reasons everyone is so concerned. We have a lot of entertainment on our side of the city for folks to go and get liquor. Denny's restaurant is the only restaurant in the area. There's no access for the traffic coming and going to a dinner house. I almost get killed trying to walk my dog. I have to jump in the ditch, otherwise, I would get run over by a car. I know these folks want to make a profit. From my research, I found out they bought the house for \$70,000 and they were trying to sell it for \$140,000 six years later. It concerns me that they bought the house just to turn a profit by doubling it and not doing one thing in six years. They're just trying to make money on this.

Johnson: I would ask that you do address the rezoning and that you don't address the cost of the property. That's not relevant this evening. Whether you bought the property is not relevant. If you would limit your comments to things that are instructive to us as to whether or not we should favor the rezoning.

Voiters: That was one of the reasons that I was concerned about them getting commercial. A portion of that property is already zoned commercial. They haven't done anything with it. They could start a frat house for the UofA. That's another reason I'm concerned.

Johnson: Thank you very much.

Rick McKinney was present in opposition to the request.

McKinney: I came for another item but your statement bothers me. The rezoning of this property affects the value of the property. How can you not look at what the cost of the property is in rezoning. It's a very valid concern. What this lady just said is she's concerned about the value of the property changing from A-1 to C-2. You must consider the value of the property. That's all.

Johnson: You may have misunderstood the import of my comment. I discouraged a

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conversation about what was paid for the property and how much it was subsequently listed for and whether this person tried to buy the property. Those issues are not relevant to our discussion this evening.

McKinney: I'm not through. That is relevant. They don't have to inquire as to what these people bought this property for but the rezoning alone will change the value of the property.

Johnson: We only allow members of the audience to address us one time.

Further Commission Discussion

Langford: My name is Sally Langford and I'm one of the partners in this venture. My child is living in that house. There are four college students living there now. The house was bought originally with the idea that it is a historic home. One of our partners is a social studies teacher. It's known as the Old Thorpe place. It's approximately 150 years old. I have a friend who is a Civil War buff who has been there and is doing some research for us. Our hope is to maintain the integrity of that property. We do not wish to tear that home down. We wish to incorporate it into our business plans and if that isn't possible then we still won't tear it down. We'll live in it. My husband and I will be here in June as will the Stiles. We were here today looking for property. I'm sorry that the children haven't answered the door. They're probably not home. I'm thankful that they are probably at school or at their jobs. I understand the profit. I'm one of the business types in this venture and we're certainly running numbers. Yes, we need to make a profit. One of the reasons we picked this particular property was that we thought we could buy it for a reasonable amount of money. Obviously, we should have bought it earlier. We didn't get it at that good of a deal. We still think it's a great piece of property and has potential. When we began looking at it as a proposed business site is when we found that the property is split C-2/A-1. Our first concern was to bring that property into uniformity. We have no intention of destroying the neighborhood. We like the neighborhood. That was part of the reason we bought it. We want to keep the house and all the historic things. We've approached people about writing and performing historic pieces to be performed in the dinner theater. It's not a bed and breakfast. We don't expect people to come and stay. They will come at staggered times. I know that the Planning Commission has looked at the traffic impact. They tell us that we are okay on that and I'm going to trust them.

Johnson: Staff, concerning a buffer between this property when it develops, am I correct in thinking that before the property develops into a dinner theater, it would come back from Planning Commission as a large scale.

Conklin: That is correct. It would require large scale development approval by the Commission.

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Johnson: Tell me what the requirements are if any for buffering between a business in a C-2 and an adjacent zone such as A-1.

Conklin: We have screening requirements between commercial and residential uses. It can be accomplished through building a wood privacy fence or use of vegetation. That type of information would be submitted on the plan and approved by the Commission.

Johnson: So, if it were rezoned and if it were developed we would deal with the issue of buffering.

Conklin: We would have to identify the residential land uses surrounding that and determine the best way to buffer and screen those uses.

Johnson: There has also been comment about the approach which is on Old Farmington Road. If it comes back as a large scale, then also we would deal with the issue of traffic generation and whether or not we believe that any kind of off site improvements were required.

Conklin: That is correct and the applicant is aware that the commission does review the large scale development plan and will make a recommendation of a condition for off site improvements.

Marr: As it stands right now with part C-2 and part A-1, without our having the large scale development plan in front of us to see a footprint, it looks like the same thing could be accomplished just putting the parking on A-1. Is that possible?

Conklin: That is possible. Our zoning ordinance and parking lot standards do allow parking to be approved in other zoning districts. Parking in the A-1 zone could be approved as a conditional use by the Commission.

Ward: The historic home is in the C-2 zoning.

Conklin: That is correct. The home and the barn are located in the C-2 portion.

Estes: By looking at page 3.8, the ingress to the proposed rezoning will be down 6th Street and up Old Farmington Road.

Conklin: That is correct unless they choose to use Shiloh from Wedington Drive or I-540.

Estes: Shiloh from Wedington Drive would be egress. Isn't Shiloh one way south?

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February 28, 2000
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Johnson: If you came down from Wedington, then you could turn right onto Old Farmington.

Conklin: Or if you exited I-540, the exit is far enough north that you could turn right onto Old Farmington Road and enter the property.

Estes: So both ingress and egress could be accomplished by traveling south on Shiloh and turning right onto Old Farmington.

Conklin: Correct.

Estes: Because the ingress and egress is something we certainly need to think about, has staff given any consideration to the traffic generated. I notice that one of the finding is that the proposed zoning would not create an increase in traffic congestion. Could you edify us and tell us how that finding was made?

Conklin: Staff has met with the applicant and reviewed a concept plan. The 1.26 acres is currently zoned C-2. They would be allowed to build a dinner theater on that portion. Rezoning the remaining .72 acres is not going to change the conditions.

Ward: I feel there is a need for a dinner theater. This is pretty close to the University and I understand that the University Theater is interested in working with this. They have a lot of property out there zoned C-2. We're only talking about a third of it that's not really zoned anything. To the north is C-2. Across the street is R-O and C-2.

MOTION

Commissioner Ward made a motion to approve RZ00-10.

Commission Odom seconded the motion.

Johnson: We have the motion by Commissioner Ward and the second by Commissioner Odom that we approve the rezoning. Whatever action we take either goes directly to the Council or could be appealed to the Council. A rezoning must gain five positive votes to go forward.

Roll Call

Upon roll call, the motion passed with a vote of 7-0-0.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 21, 2000.

FROM:

Tim Conklin

Planning

Public Works

Name

Division

Department

ACTION REQUESTED: To approve an ordinance for VA00-1, Millsap Rd. Investments lot 17, submitted by Henry Kelly, Jr. of Millsap Road Investments for property located at 655 Millsap Road lot 17 of CMN Park Phase I. The property is zoned C-2, Thoroughfare Commercial and contains approximately 2.58 acres. The request is to vacate a portion of an existing water line easement within lot 17.

COST TO CITY:

\$0

Cost of this request

Category/Project Budget

Category/Project Name

Account Number

Funds used to date

Program Name

Project Number

Remaining balance

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 7-0-0 to recommend and forward the vacation to the City Council.

Division Head

3-3-00

Date

Department Director

3-6-00

Date

Administrative Services

3-6-00

Date

Director

3/6/00

Date

Mayor

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

PC Meeting of 28 Feb 2000

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Inc.
Fayetteville, AR 72701

Water Easement Vacation
Millsap Road Investment Co.,

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, P.E., Staff Engineer
DATE: February 24, 2000

Project: VA 00-01.00: Easement Vacation (Millsap Road Investment Co., Inc., pp 213)
was submitted by Henry Kelly, Jr. of Flake & Kelly Management, Inc. for property located within the
CMN Business Park. The property is zoned C-2, Thoroughfare Commercial, and contains
approximately 2.58 acres. The request is to vacate a portion of a 35' water easement across Lot 17.

The waterline in this easement was previously abandoned. Please refer to the attached drawings for
exact location and dimensions.

The applicant has submitted the required notification forms to the utility companies and to the
City. The results are as follows:

Ozarks Electric - Not applicable.
Southwestern Electric Power Company - Not applicable.
Arkansas Western Gas - Not applicable.
SW Bell - Not applicable.
TCA Cable - Not applicable.

City of Fayetteville:

Water/Sewer - No objections provided that the approval is subject to the following:

1. Provide an additional 15' wide water/sewer easement adjacent to the existing 25'
Utility Easement along the east side of Lots 17.
2. Provide an additional 15' wide water/sewer easement adjacent to the existing 20'
utility easement on the south side of Lot 17.

Street Department - Not applicable.

Solid Waste - Not applicable.

Recommendation: Approval of the requested easement vacation subject to the Water/ Sewer
Superintendent's requests.

PLANNING COMMISSION ACTION: yes Required
 Approved Denied

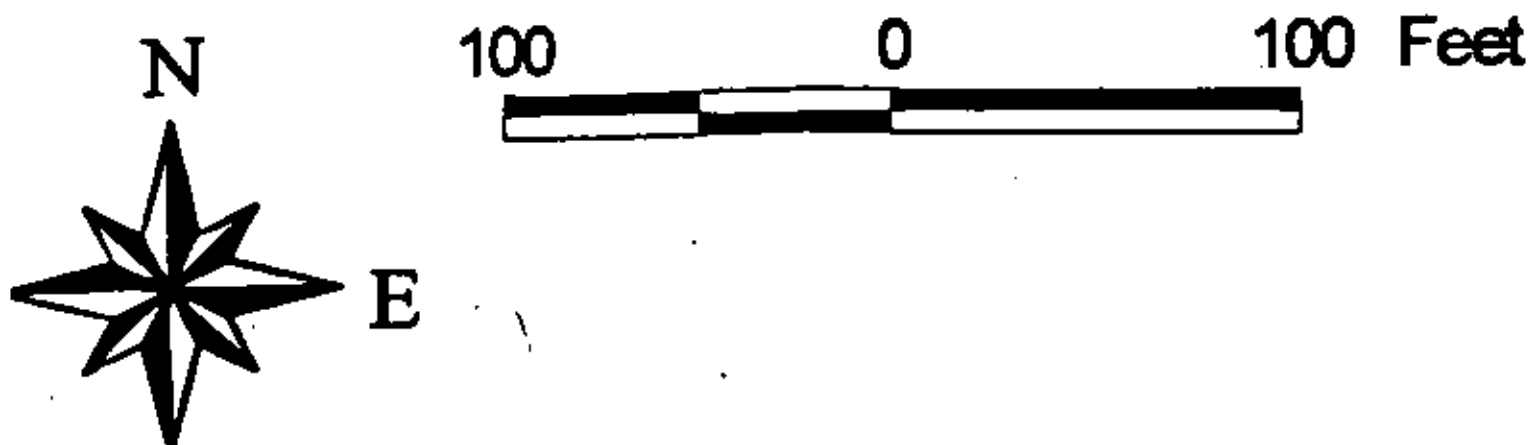
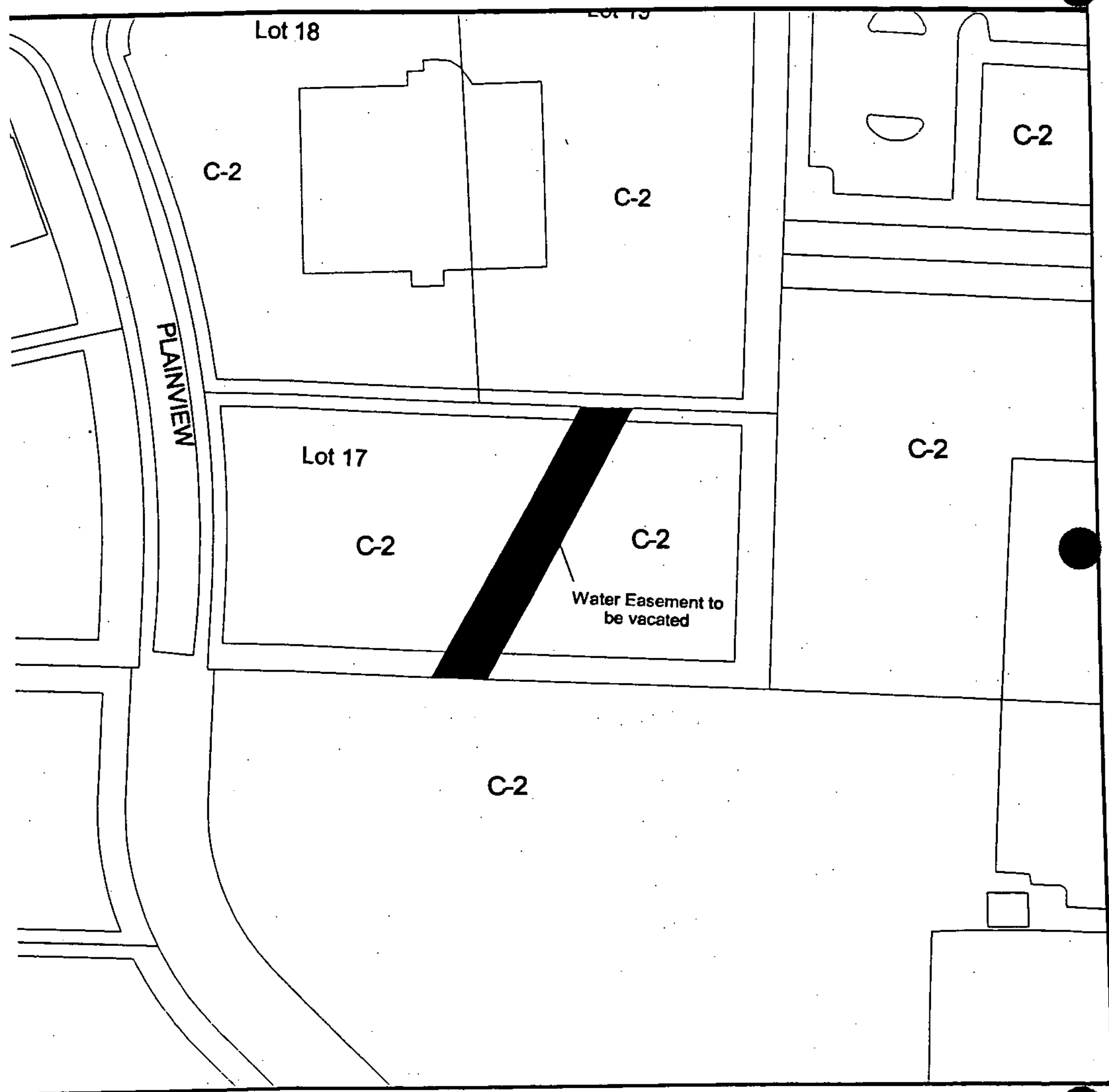
Date: 02 / 28 / 00

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

A00-1.00 - Millsap Road Investments Lot 17 - Close Up



1400 0 1400 Feet



PETITION

PETITION TO VACATE AN EASEMENT LOCATED IN LOT 17 AND 19 OF CMN BUSINESS PARK, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 17 and 19, CMN Business Park, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

* AMEND
DESCRIPTION
ATTACH

Easement which originally began beginning at a point 345 feet North and 756 feet West of the SE corner of the NW 1/4-SW 1/4-26-17-30, a portion vacated by Ordinance No. 2899 and recorded in Book 1078 at page 287, the distance of the vacation was 1841 feet of the original 2206 feet leaving the Southern 365 feet more or less remaining as a 35 foot wide easement.

That the abutting real estate affected by said abandonment of the easement are the office building located on Lot 18, CMN Business Park, and on the south along the East boundary of the property of Lewis Brothers Leasing Co., City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas abandon and vacate the above described real estate subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said easement.

Dated this 3 day of Feb, 2000.

Henry Kelley Jr - Agent for Owners
Printed name

Henry Kelley Jr
Signature

Printed name

Signature

EXHIBIT "A"

#legal

Part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 18 and part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 19, all being in Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the Southeast corner of said SW 1/4 of the SE 1/4 of Section 18; thence North 242.55 feet to a found iron pin; thence West 274.94 feet to a found iron pin; thence South 337.76 feet to the North Right-of Way of Old Farmington Road; thence North 80 degrees 04 minutes 29 seconds East 279.12 feet along said Right-of-Way to the East line of said NW 1/4 of the NE 1/4 of Section 19; thence North 47.10 feet to the POINT OF BEGINNING, containing 2.0 acres, more or less.

99115244

Lot # 17; CMN Business Park

Vacation of 1953 water line easement across Lot # 17, being 35 feet in width, said easement being a part of the original "Right of Way Grant" from Elo and LaBelle Michaelis and filed in Book 451, Page 600 in the office of the Circuit Clerk, Washington County, Arkansas.

Easement Vacation Description:

A strip of land, 17.5 feet on both sides of an abandoned water line, the centerline of which being more particularly described as follows: Beginning at a point South 87° 12' 25" West 222.73 feet from the Southeast corner of Lot No. 17 of the CMN Business Park Subdivision to the City of Fayetteville, Arkansas, located in the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 26, Township 17 North, Range 30 West; thence running North 22° 35' 40" East 223.20 feet to the North line of said Lot No. 17 and the end of this easement vacation, said endpoint being South 87° 12' 24" West 146.55 feet from the Northeast corner of said Lot No. 17 and containing 7,812 square feet, more or less.

The bearings and distances of the above description are based upon a survey for Flake and Kelley Management by Milholland Company, Drawing No. E-558 with the last revision dated 01-12-2000.

New Water/Sewer Easement Description -- Preliminary

A permanent Water/Sewer Easement, being 25 feet of equal and uniform width West of and parallel with a platted 25 foot General Utility Easement on the East side of Lot No. 17 of the CMN Business Park Subdivision to the City of Fayetteville, Arkansas. Said Water/Sewer easement contains 5250 square feet, more or less.

ORDINANCE NO. _____

AN ORDINANCE APPROVING VA00-1 TO VACATE AND
ABANDON APPROXIMATELY 7,812 SQUARE FEET OF
AN EXISTING 35 FOOT EASEMENT LOCATED AT
655 MILLSAP ROAD LOT 17 OF CMN PARK, PHASE II,
AS SUBMITTED BY HENRY KELLY, JR. OF MILLSAP
ROAD INVESTMENTS.

WHEREAS, the City Council has the authority under A.C.A. §14-54-104 to vacate
public grounds or portions thereof which are not required for corporate purposes, and

WHEREAS, the City Council has determined that the following described utility
easement is not required for corporate purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of
its rights together with the rights of the public generally, in and to the following described utility
easement:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That a copy of this Ordinance duly certified by the City Clerk shall be
filed in the office of the Recorder of the County and recorded in the Deed Record of the County.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By _____
Fred Hanna, Mayor

ATTEST:

By _____
Heather Woodruff, City Clerk

EXHIBIT "A"

A strip of land, 17.5 feet on both side of an abandoned water line, the centerline of which being more particularly described as follows: Beginning at a point South $87^{\circ}12'25''$ West 222.73 feet from the Southeast corner of Lot No. 17 of the CMN Business Park Subdivision to the City of Fayetteville, Arkansas, located in the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 26, Township 17 North, Range 30 West, thence running North $22^{\circ}35'40''$ East 223.20 feet to the North line of said Lot No. 17 and the end of this easement vacation, said endpoint being South $87^{\circ}12'24''$ West 146.55 feet from the Northeast corner of said Lot No. 17 and containing 7,812 square feet, more or less.

Planning Commission Minutes
February 28, 2000
Page 10

**VA00-1: VACATION
MILLSAP RD INVESTMENTS LOT 17, PP213**

This item was submitted by Henry Kelly, Jr. of Millsap Road Investments for property located at 655 Millsap Road, lot 17 of CMN Park, Phase I. The property is zoned C-2, Thoroughfare Commercial and contains approximately 2.58 acres. The request is to vacate a portion of an existing water line easement within lot 17.

Henry Kelly was present on behalf of the request.

Staff Recommendation

Staff recommended approval subject to the following conditions:

1. Provide an additional 15 foot wide water/sewer easement adjacent to the existing 25 foot utility easement along the east side of lot 17.
2. Provide an additional 15 foot wide water/sewer easement adjacent to the existing 20 foot utility easement on the south side of lot 17.

Commission Discussion

Johnson: Staff has recommended that we approve this and send it forward to the Council for it's final action. Staff, do you have additional information for us on this proposed easement vacation?

Petrie: The only thing that I might add is that the water line that is in this easement was abandoned probably about 15 years ago. It has just come to our attention that this easement wasn't vacated some time ago.

Johnson: It's an old easement that does not work with the new development there.

Petrie: That's correct.

Kelly: I'm Henry Kelly.

Johnson: Do you have anything additional for us or are you here to field our questions?

Kelly: I'm here to field questions. It's our understanding that the actual water line has been capped off and not used for many years. We have worked with the City staff to try to give additional lands to make up for the easement area in case they need access in the future. We

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February 28, 2000
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would request if there is a possibility of taking less than 15 feet but if the 15 feet is necessary we'll grant that.

Johnson: Ron, how do you feel about whether the City could accept less than 15 feet?

Petrie: I wouldn't recommend making it any smaller. The 15 feet easement was recommended to me by the Dave Jurgens, the water and sewer superintendent. They intend to put a new line in this area within the next year or so. The existing easements are presently full of utilities such as electric and gas. The existing easements could not be used for the purpose of a new water line. I would not recommend it any smaller.

Public Comment

None

MOTION

Commissioner Odom made a motion to approve vacation 00-1 subject to staff comments.

Commissioner Marr seconded the motion.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 7-0-0.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of March 21, 2000.

FROM: Tim Conklin
Name
Planning
Division
Public Works
Department

ACTION REQUESTED: To approve a resolution for AD 99-30.00 submitted by David Bercaw of Ball & Mourton, Ltd., PLLC on behalf of Lenk Development for property located south of Zion Road. The property is zoned R-2, Medium Density Residential and contains approximately 5 acres. The request is to guarantee future construction of Stearns Street with a letter of credit.

COST TO CITY:

Category/Project Budget	Category/Project Name
Cost of this request	
Account Number	Program Name
Project Number	Fund
	Funds used to date
	Remaining balance

BUDGET REVIEW: Budgeted Item: No budget impact at this time. Budget Adjustment Attached: Administrative Services Director
Budget Coordinator: _____

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager	Date
City Attorney	1-19-00
Purchasing Officer	Date

GRANTING AGENCY:

ADA Coordinator	Date
Internal Auditor	Date

STAFF RECOMMENDATION: Staff recommended approval and Planning Commission unanimously voted 8-0-0 to recommend acceptance of a nondiscretionary and annualized letter of credit based on the Engineering News Record, Construction Cost Index to the City Council.

<u>Tim Conklin</u>	1-14-00
Division Head	Date
<u>Charles Venable</u>	1-19-00
Department Director	Date
<u>John H. Hays</u>	
Administrative Services Director	Date
<u>Red Sumner</u>	1/20/00
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
FROM: Tim Conklin, City Planner
DATE: January 10, 2000

AD 99-30.00: Administrative Item (Zion Valley, pp136) was submitted by David Bercaw of Ball & Mourton, Ltd., PLLC on behalf of Lenk Development for property located south of Zion Road. The property is zoned R-2, Medium Density Residential and contains approximately 5 acres. The request is to guarantee future construction of Stearns Street with a letter of credit.

BACKGROUND

The applicant for Zion Valley Planned Unit Development has requested approval to submit a letter of credit in the amount of \$74,364 dollars instead of depositing the same amount of money into an escrow account to guarantee delayed improvements to Stearns Street.

The original preliminary plat was approved on June 10, 1996 with the condition of approval to construct Stearns Street to Vantage. On January 27, 1997, the Planning Commission reconsidered this condition and approved delaying the construction of Stearns Street and placing money in escrow to pay for "the cost of the 31' City street for that part of Stearns entirely within the development of the SE corner and half of the cost of the standard 31' street for the remaining portion to the west.

The ordinance allows either money in escrow or a bill of assurance/performance bond. Both Planning and the City Attorney are in agreement that the letter of credit would be preferred to a bill of assurance/performance bond to guarantee the improvements. The City Council is required under Section 158.05B of the Unified Development Ordinance to approve this method of guaranteeing the improvements.

Staff is recommending accepting the letter of credit instead of requiring the developer to place money into escrow if the letter of credit can be written in a form, approved by the City Attorney and City Council, that will cover anticipated future increased costs of the delayed improvements. Staff is concerned the letter of credit would not keep up with the annual increased costs of constructing the improvement and that the City would incur additional costs at the time of construction. Staff is opposed to allowing the developer to construct the improvements since it would result in the construction of only half of a portion of Stearns Street and would be very difficult to coordinate between two different developers.

PLANNING COMMISSION ACTION: YES Required
_____ Approved _____ Denied

Date: 1/10/00

Comments:

CITY COUNCIL ACTION: NO Required
 Approved Denied

Date: / /

§158.05 OFF-SITE IMPROVEMENTS/DELAYS

A. Proportionate Share. If the Planning Commission determines that a needed off-site improvement cannot be built until future development occurs, the subdivider shall pay to the City an amount determined by the Planning Commission, in accordance with the standards prescribed in §166.07, to be the developer's proportionate share of the cost of said off-site improvements as of the date of final plat approval.

1. The City shall deposit said money into an interest bearing escrow account until such time as the off-site improvement is constructed and shall provide for payment of interest on said amount at the rate of 10% per annum or the maximum rate allowable under Arkansas law, whichever is lower.

2. If the off-site improvement is not constructed within five years from the date of the first payment into the escrow account by a developer, the Planning Commission shall hold a public hearing, after notification to all affected property owners, to determine the disposition of all money in the escrow account. Following the public hearing, the Planning Commission may:

a. Determine that the off-site improvement is still necessary and feasible and can be built within a reasonable time, in which case the escrow account shall be continued for a period specified by the Planning Commission; or

b. Determine that the off-site improvement is not necessary, or will not be feasible, or that insufficient development has occurred to render the improvement likely in the foreseeable future, in which case the Planning Commission shall either:

(1). Refund the money in the escrow account, with accumulated interest, to the subdivider(s) who made the contribution; or

(2). Distribute the money in the escrow account on a pro rata basis to the property owners who purchased lots in the subdivision(s) and the developer(s); or

c. With the written consent of a majority of the property owners who have purchased lots in the subdivision(s) and the developer(s), direct that money in the escrow account be utilized for a different purpose which will specifically benefit the neighborhood.

B Bill of Assurance/ Performance Bond. The developer may, with approval of the City Council, guarantee payment of said amount so determined by executing a bill of assurance, or performance bond, in a form approved by the City Attorney.

Bills of Assurance and/or Performance Bonds shall meet the following requirements.

1. Bills of assurance shall be filed of record and shall be a covenant running with the land;

2. Bills of assurance, or performance bonds, shall obligate the landowner to pay the City the amount so determined by the Planning Commission within ten days from receipt of written notice from the City.

E. J. Ball
Kenneth R. Mourton
Neal R. Pendergraft
John T. "Terry" Lee
Rayburn W. Green

James L. Moore, III
David G. Bercaw
J. Michael Threet
Joseph D. Reece
Shannon L. Poore

Law Offices of
BALL & MOURTON, LTD., PLLC

A Professional Limited Liability Company
E.J. BALL PLAZA - 112 W. CENTER, SUITE 700
POST OFFICE BOX 1948
FAYETTEVILLE, ARKANSAS 72702
TELEPHONE: 501/442-6213 - FACSIMILE: 501/442-6233

Est. 1950

*Also Licensed in Oklahoma
**Also Licensed in Texas
- Siloam Springs Office
^ Of Counsel

December 29, 1999

Tim Conklin
Planning Director
113 West Mountain
Fayetteville, Arkansas 72701

RE: Final Plat of Zion Valley Estates

Dear Mr. Conklin:

We represent Unique Homes, Inc., which has submitted the Final Plat of Zion Valley Estates for approval by the City of Fayetteville.

At its meeting on January 27, 1997, the Planning Commission of the City of Fayetteville voted to require Zion Valley, LLC, who was then the developer of Zion Valley Estates, to make a deposit into an escrow for "the cost of a thirty-one (31) foot city street for that part of Stearns Street within the development of the southeast corner and half of the cost of the standard thirty-one (31) foot street for the remaining portion to the west" as a requirement for approval of the final plat. At the time of the decision by the Planning Commission, the cost of the extension of the street was not determined.

My understanding is that Stearns Street was considered a collector street when the Planning Commission made this decision. It is also my understanding that Stearns Street is no longer considered a collector street and that the extension of Stearns Street is not presently scheduled and it is not known when, or if, the extension will be constructed.

Pursuant to the requirements of Section 158.05 of the Fayetteville Code of Ordinances, the Planning Commission may require a developer to pay into an escrow, to be held by the City, the amount needed for an off-site improvement which cannot be built until future development occurs. The deposit may be held for a period of at least five (5) years if the improvements are not constructed. This section further provides that the developer may, with the approval of the City Council, guarantee payment of the required amount by executing a bill of assurance or a performance bond. The bill of assurance or the performance bond obligates the developer to pay the City within ten (10) days from receipt of written notice by the City.

The City of Fayetteville's Engineering Division has accepted the estimate of the cost of the extension of Stearns Street made by Crafton, Tull & Associates, in the amount of Seventy-four

Thousand Three Hundred Sixty-four Dollars (\$74,364.00). We believe that the requirement of placing this amount in escrow is unduly burdensome on Unique Homes, Inc., considering that the deposit would be held by the City of Fayetteville for at least five (5) years.

By this letter Unique Homes, Inc., is requesting that the City Council of the City of Fayetteville accept an irrevocable letter of credit, to be issued by McIlroy Bank & Trust, in the amount of Seventy-four Thousand Three Hundred Sixty-four Dollars (\$74,364.00) in lieu of a cash escrow deposit of the same amount for the cost of construction of the extension of Stearns Street within Zion Valley Estates and in fulfillment of this requirement for approval of the final plat. Such irrevocable letter of credit would be in a form normally used by McIlroy Bank & Trust. We have proposed an irrevocable letter of credit as a means of guarantying payment which is more reliable than a bill of assurance or a performance bond since the City only needs to present the letter of credit to McIlroy Bank & Trust for collection of the guaranteed amount. We further request, in the event the City of Fayetteville decides to extend Stearns Street, that Unique Homes, Inc., be given notice of the decision to construct the extension and be given an opportunity to construct the extension before the City of Fayetteville presents the letter of credit to McIlroy Bank & Trust for payment.

You have indicated that this matter is scheduled to be heard by the City Council on January 10, 200 at 5:30 P.M.

If you have any questions or need additional information, please feel free to call me at any time.

With highest personal regards.

Very truly yours,



David G. Bercaw

xc: Jerry E. Rose, City Attorney, 113 West Mountain Street, Fayetteville, Arkansas
72701

Dale Lenk, Unique Homes, Inc., 860 West 18th Street, Costa Mesa, California 92627

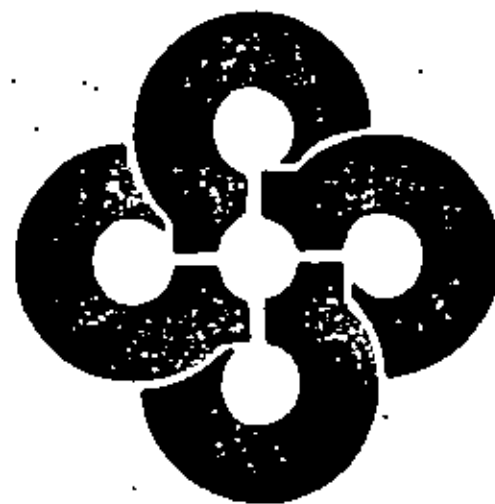
Al Harris, Crafton, Tull & Associates, Inc., 2345 North Green Acres Road,
Fayetteville, Arkansas 72703

Principals

Danny L. Brown, P.E.
Bob H. Crafton, P.E.
Thomas E. Hopper, P.E.
Cline L. Mansur, P.E., R.L.S.
R.E. (Gene) Reece, P.E.
David Swearingen, A.I.A.
James L. Tull, C.D.A.

Principal Emeritus

Lemuel H. Tull, P.E.



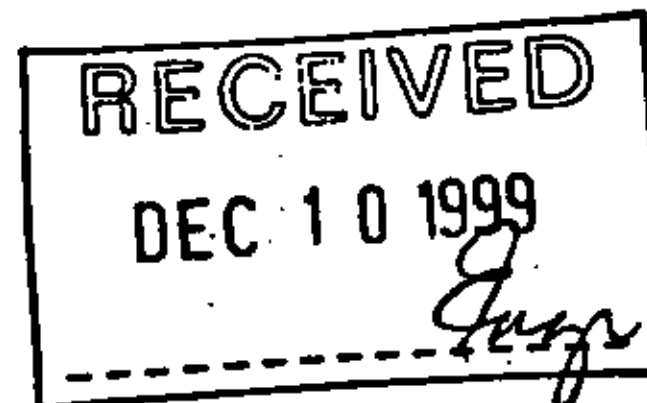
Crafton, Tull & Associates, Inc.
Architects, Engineers & Surveyors

Associates

Everett L. Balk, P.E.
James B. Geurin, P.E.
Al Harris, R.L.S.
Kurtis J. Jones, P.E.
James W. Koolstra, A.I.A.
Jerry J. Kelso, P.E.
Tom Mansur, P.E.
Robert C. Reece, P.E.
Rick G. Rose, P.L.S.
George G. Stella, P.E., D.E.E.
James P. Swearingen, A.I.A.
Richard Wright, R.L.S.

Harry G. Gray, P.E.
(1941-1997)

December 10, 1999



Mr. Jim Beavers
City Engineer
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR

Re: Zion Valley Final Plat
(CTA Project No. 99096.00)

Dear Jim:

One of the requirements for the preliminary plat approval for Zion Valley was that the applicant would pay into escrow the cost of the 31' wide city street for that part of Stearns Road lying entirely within the development at the southeast corner of the site and half of the cost of the standard 31' street for the remaining portion to the west. The Planning Office has asked that our office prepare an estimate of these future construction costs for Stearns Street and submit to your office for review.

Attached is a copy of a probable construction cost estimate for this future Stearns street construction. At this time it is hard to predict how the adjacent property will develop to the south and west, but tried to include enough construction items to cover the future work and used unit prices from similar projects in this area. As shown on the attached work sheet we have estimated a total construction cost for this future work to be approximately \$74,364.00.

Please contact our office if you have any questions on this estimate.

Sincerely,

CRAFTON, TULL & ASSOCIATES, INC.

Al Harris, Project Manager

attachment

PROBABLE CONSTRUCTION COST ESTIMATE FOR FUTURE STEARNS ROADStearns Road Assumptions:

31' back-back curb for approx. 255 lf on east side, 1/2 of 31' street, storm drain, and sidewalk for approx.

450 lf for remaining length of street

DATE: 12/10/99

CTA JOB NO: 99096.00

<u>ESTIMATED</u>					
<u>NO.</u>	<u>CONSTRUCTION ITEMS</u>	<u>UNIT</u>	<u>QUANT.</u>	<u>UNIT PRICE</u>	<u>COST</u>
1	SITE PREPARATION	LS	1	\$3,000.00	\$3,000.00
2	EARTHWORK	LS	1	\$9,000.00	\$9,000.00
3	HILLSIDE PLACEMENT	CY	1,400	\$8.85	\$12,390.00
4	ASPHALT PAVEMENT (FULL SECTION)	SY	1,600	\$11.00	\$17,600.00
5	CURB & GUTTER	LF	960	\$8.00	\$7,680.00
6	4' CONC SIDEWALK (255' + 1/2 of 450')	LF	480	\$9.50	\$4,560.00
7	FUT. STORM DRAIN X-ING (1/2 of 31 lf)	LF	15.5	\$28.00	\$434.00
8	FUT. STORM DRAIN (1/2 of 320 lf)	LF	160	\$55.00	\$8,800.00
	FUTURE FES (1/2 of 1 ea)	EA	0.5	\$600.00	\$300.00
	FUT. STORM DRAIN X-ING (1/2 of 62 lf)	LF	31	\$100.00	\$3,100.00
11	CURB INLET (1/2 of 4 ea)	EA	2	\$1,700.00	\$3,400.00
12	EROSION CONTROL	LS	1	\$1,000.00	\$1,000.00
13	CL.7 BASE BACKFILL (1/2 of 100 tons)	TON	50	\$12.00	\$600.00
14	FUTURE WINGWALLS (1/2 of 2 ea)	EA	1	\$2,500.00	\$2,500.00
SUB-TOTAL:					\$74,364.00

ESTIMATED CONSTRUCTION COST:

\$74,364.00

Planning Commission Meeting

January 27, 1997

Page 18

APPEAL 97-1: ZION VALLEY ADDITION PUD ✓
REQUEST FOR RECONSIDERATION OF CONSTRUCTION OF STEARNS STREET.

The next item on the agenda was submitted by Harry Gray for Zion Valley Addition PUD located south of Zion Road, east of Venetian Land and west of Stearns Street. The request is for reconsideration of the Planning Commission requirements to construct the portion of Stearns Street lying within the control of this developer.

At the Planning Commission meeting of June 10, 1996 the Planning Commission approved the development subject to the construction and connection of Stearns Street to Vantage. This requirement was different from what the staff had recommended which was to "provide a 50' right-of-way at a designed radius at the southeast corner of the property and then provide a 25' right-of-way continuing to the west as generally shown on the concept plat, and provide to the City the funds representing the costs on the standard 31' City street for the segment of Stearns entirely within the development at the SE corner and then 1/2 of the cost of a standard 31' street for the remaining portion to the west."

Mr. Grey, representative of the owner stated he had met with Mr. Beavers and understood he would be required to place the funds for this improvement in escrow or make other assurances to the City, rather than constructing the street at this time.

STAFF RECOMMENDATION:

Staff reiterated the original recommendation to accept money for improvements rather than construction of the street.

Ms. Johnson asked the staff why they supported the appeal.

Mr. Beavers stated they support the request for two reasons: it was physically impossible to construct half a street to City's standards. The property line would be in the middle of the street and would interfere with both the grading, as well as the preparation of the subgrade, and the actual placement of the final pavement. The drainage would also be impacted. The second reason was three City Council members had promised the street would never be built.

Mr. Odom asked when this promise had been made. He added the street was on the Master Street Plan.

Mr. Beavers replied the statement had been made August 15, 1995.

Ms. Johnson did not believe the comments of three City Council members carried any weight unless the Council had voted on something.

Mr. Beavers stated the comment had been made in public.

Mr. Grey stated it was impossible to build one-half of a street.

Mr. Grey stated they were proposing to place the money for the street in an escrow account.

In response to a question from Mr. Allred, Mr. Grey stated they did not want to vacate the right-of-way.

Mr. Harbison asked if they had a problem moving the road to the north.

Mr. Grey replied, if they were to move the road, it would create a jog in the road.

Mr. Reynolds thought they should keep the right-of-way and place the money in escrow.

Mr. Tucker read the motion from June 10 that required the street to be constructed.

Mr. Grey stated they did not own the all of the property required to construct a whole street.

Ms. Little stated Mr. Grey was asking to give the money to the City to provide for the construction of everything he would have been required to construct.

Mr. Forney asked how the City could be sure they were getting the full amount.

Mr. Beavers believed they would receive an accurate estimate from NW Engineers, which the Engineering staff would review. The money could potentially revert back to the developer after five years, but there would be a public hearing.

Mr. Odom stated he would support the staff's recommendation. He advised he supported building Stearn Street noting it was on the Master Street Plan. He thought Stearn Street needed to be built; and they needed to make sure they had the money to do it.

MOTION

* Mr. Odom moved to grant the appeal. The applicant would pay into escrow the cost of the 31' city street for that part of Stearns entirely within the development of the SE corner and half of the cost of the standard 31' street for the remaining portion to the west.

Mr. Allred seconded the motion.

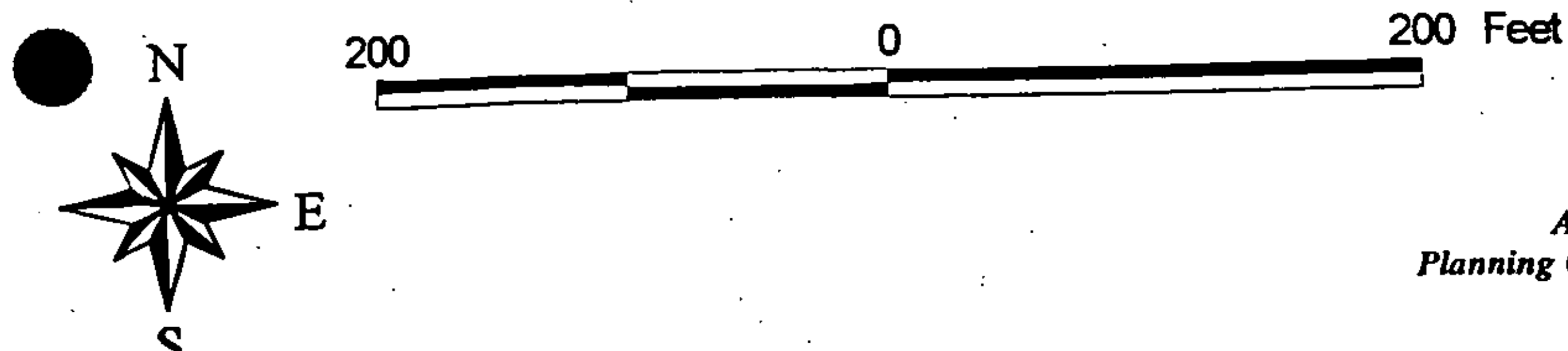
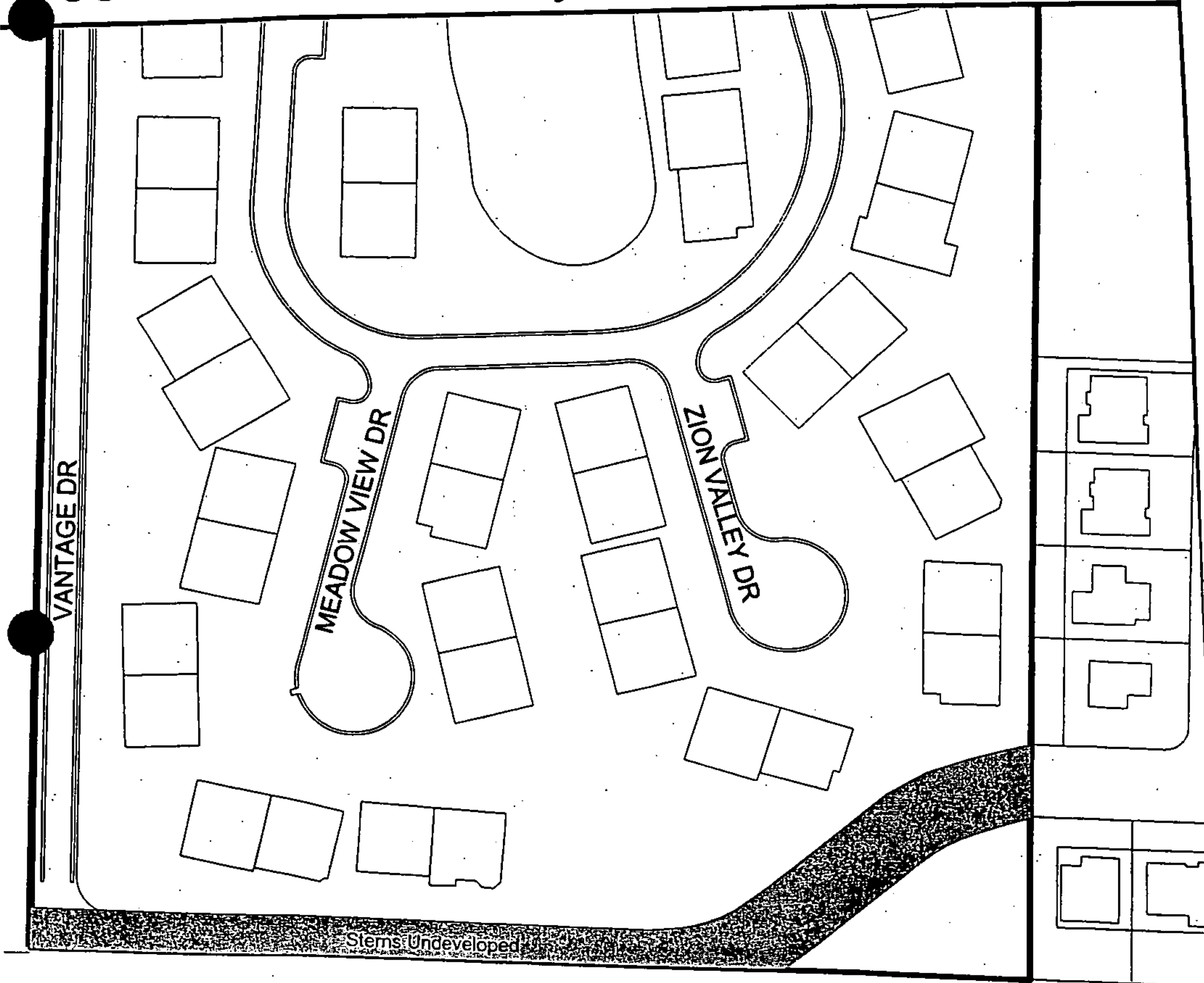
The motion carried by a vote of 8-1-0 with Mr. Tucker voting nay.

The meeting adjourned at 8:15pm.

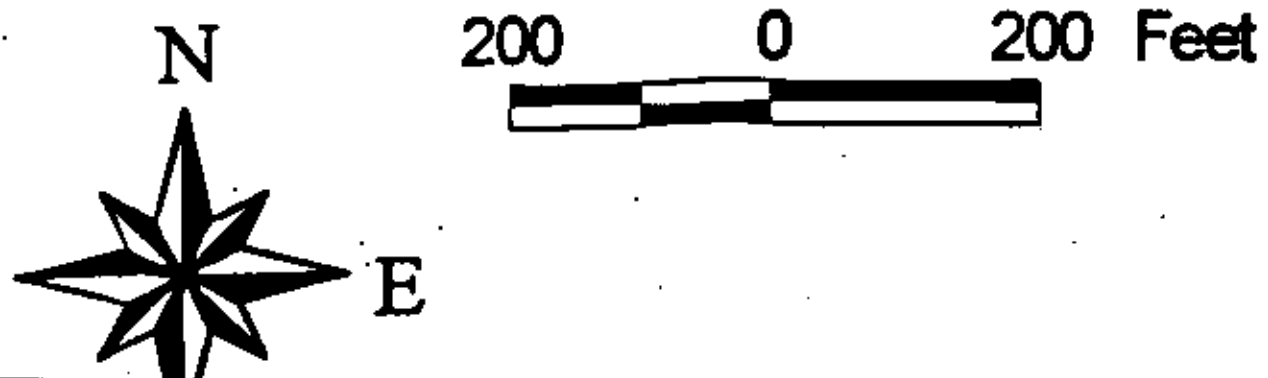
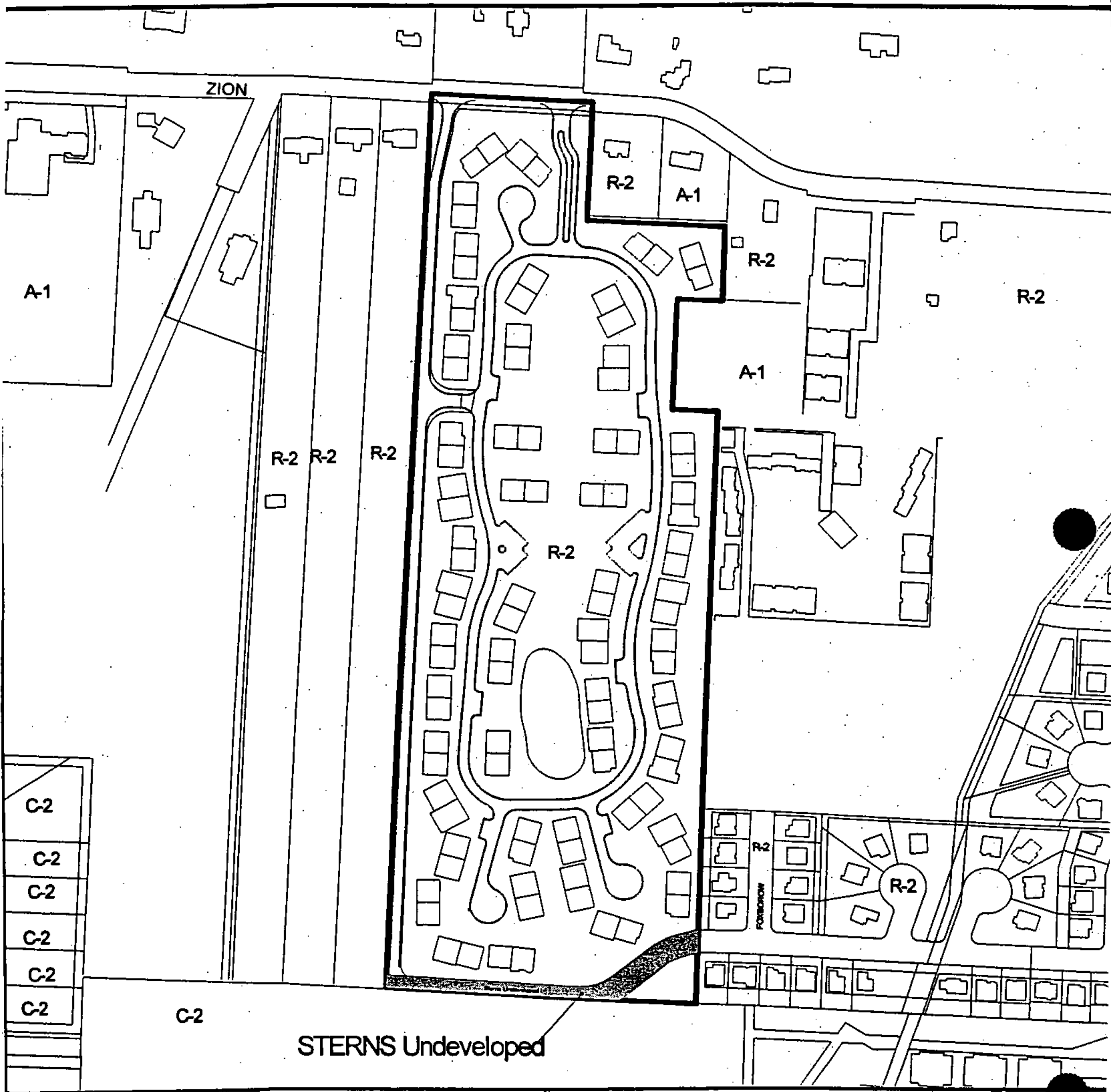
AD99-30.00 - Zion Valley - One Mile Diameter



P99-7.00 - Zion Valley - Close Up



FP99-7.00 - Zion Valley - Close Up



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January 10, 2000
Page 8

**AD99-30: ADMINISTRATIVE ITEM
ZION VALLEY, PP136**

This item was submitted by David Bercaw of Ball & Mourton, Ltd., PLLC on behalf of Lenk Development for property located south of Zion Road. The property is zoned R-2, Medium Density Residential and contains approximately 5 acres.

David Bercaw was present on behalf of the request.

Committee Discussion

Johnson: Does staff have anything further?

Conklin: I need to call your attention to page 6.2. This matter does need to be reviewed by the City Attorney and approved by the City Council. The letter of credit needs to be tied to the Engineering News Record Construction Cost Index.

Bercaw: I'm with Ball and Mourton. I did discuss with Mr. Conklin the indexing of the letter of credit. I do think it will have to be an annualized letter of credit and increased each year according to the cost of the construction index. My understanding is it would probably increase around 2 to 3 percent per year. We have no objection to it being a nondiscretionary letter of credit.

Johnson: Give us the definition of what you are using as a nondiscretionary letter of credit.

Estes: Simply stated, with a nondiscretionary letter of credit there can be no conditions based upon the exercise of the letter of credit. If the letter of credit is called, it is called. There are no conditions of any nature placed upon the call of the letter of credit. When called, it is paid.

Conklin: I would like to bring up an issue that was requested by Mr. Bercaw in his letter. They had requested they be given a certain amount of time to construct the improvement and I want to make sure it does not conflict. I'm not sure if that is a condition. They are asking for permission that when the letter of credit is called that they have a certain number of days where they can actually construct this improvement.

Johnson: What is the staff's position on that request?

Conklin: Staff is not opposed to allowing them to construct the improvement as long as the construction meets the city street standards and meets the standards for development in the area.

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Page 9

Johnson: Did the previous Planning Commission action preclude the developer from building the street?

Conklin: The original Planning Commission action required the developer to actually construct the street. They came back a year later and requested to not construct the street and could monies be escrowed. That was approved by the Planning Commission. Now, they have come back and asked if they can use a letter of credit to guarantee the improvement instead of putting the money into escrow.

Johnson: Or build the street themselves?

Conklin: That is correct.

Johnson: I would prefer that the annualization of the letter of credit be submitted to the staff for it's approval rather than to the Commission.

Odom: The agreement allows it to go into escrow. I'm looking at the minutes of the meeting where we agreed to do that on January 27, 1997. Has any money ever been placed in escrow?

Conklin: No money has been placed in escrow.

Odom: Is that unusual?

Conklin: We normally get the money prior to our sign off on the mylar which is recorded at the county. Once that money is placed in escrow, the five year time period begins. If it is not expended within that period, there is a public hearing of the Planning Commission to decide what to do with that money. Typically, we get that after the development is built and prior to sign off of the mylar copy of the final plat.

Odom: We have not signed off on it?

Conklin: We have not done that yet.

Public Comment

None.

MOTION

Commissioner Estes made a motion to approve administrative item 99-30 subject to the

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Page 10

condition that the letter of credit be nondiscretionary, that the cost basis increase be based upon the Engineering News Record Construction Cost Index and that the letter of credit be annualized. By that, I mean, that it be brought back to the staff on an annual basis for review and be increased in accordance with the Engineering News Record Construction Cost Index.

Commissioner Johnson seconded the motion.

Johnson: The motion by Commissioner Estes is to grant the requested administrative item allowing a letter of credit to be posted by the applicant. It would be an annualized letter of credit. It would be nondiscretionary and it would be annualized to the extent that every year the cost would be adjusted by tying it to the Engineering News Record, Construction Cost Index.

Shackelford: Clarification, please. This motion states that the letter is nondiscretionary, therefore, we are taking away their ability to build the road themselves. We're strictly saying when the road is going to be built, we'll draw on the letter of credit and do it ourselves. I think we need to resolve what Tim was saying and what Commissioner Estes was saying on the nondiscretionary matter.

Estes: My thinking was that the applicant would have the opportunity to build or complete the construction of Sterns Streets and if they do not do so, then the City calls the letter of credit and the future construction of Sterns Street is paid for with the nondiscretionary letter of credit and is constructed by the city.

Johnson: That was my assumption on the second as well.

Hoffman: I would like to offer a friendly amendment that the final condition be that this letter of credit be in a form finally approved by the City Attorney. I know it's going forward to the City Council but I would like it to be formalized or recorded according to Arkansas State Law. I think it is a little unusual to take so long in figuring out how to do the street. I would like to put in every precaution that we can.

Estes: I accept the amendment.

Johnson: We have five specific conditions. The letter of credit is nondiscretionary. The cost is to be tied to the Engineering News Record, Construction Cost Index. The letter of credit amount will be annualized. The applicant will have the opportunity first to construct the street itself before the letter of credit is called and the letter of credit must be approved by the City Attorney.

Odom: Mr. Bercaw, you are a representative of Ball and Mourton and I guess you are here on behalf of the applicant.

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Bercaw: Yes, sir.

Odom: I don't know if you are the right person to answer this question, but we first stated that we wanted the street built. That was approved. You came back and asked us to reconsider that and put the money in escrow. It has now been three years and the money has not been put in escrow and you are asking us now to reconsider that and you are asking to provide a letter of credit. I'm wondering what is next.

Bercaw: I'd like to explain the history on this. The development was originally started by Zion Valley, LLC of which the primary member was Jack Torres. He subsequently died and his daughter took over the operation of it. The development went idle for about a year and a half to two years. My clients, Unique Homes and Lenk Development, purchased the property and now they are starting the development again. The original appeal was in 1997 for the cash escrow and that was granted to Zion Valley LLC and not my clients.

Odom: I'm going to support staff. I grow more leery of this development every time we see it. I know it's had a change of hands. For this development, we waived many of the streets on the Master Street Plan to begin with. I'm tired of seeing it. I'm getting more concerned that as this goes along, we lose control, especially with all the questions about the letter of credit.

Estes: I will vote for the motion. To relieve some anxiety concerning the difference between a cash deposit and a letter of credit, a nondiscretionary letter of credit is cash in the bank. It's just as good as cash money in the bank. It's nondiscretionary. It's going to be indexed. It's going to be annualized. The money is going to be there to build the street if it becomes necessary for the City to take on this task and complete the construction.

Shackelford: A letter of credit is also irrevocable. Once it is in place, it's there through maturity.

Odom: What happens at the end of a letter of credit? Does it have a maturity date?

Shackelford: Correct.

Odom: I know when we put money in escrow, we can vote on it again to see if we want to extend it if the need is going to be there in future. If the maturity date expires and the letter of credit is gone, what happens at that point?

Estes: That is a problem with annualizing this letter of credit. When it expires at the end of one year it will be gone. There is going to be a gap period in which that letter of credit will not be available. If for any reason, this applicant is unable by reason of credit worthiness or desire or intent to replace the letter the credit, then we'll see this again.

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Page 12

Odom: Our safeguard for escrowing monies is that it remains accessible and we can vote on it again if we need to. What is our safeguard in the letter of credit?

Estes: It is possible that there would be a gap period where that letter of credit would not be place and in that case, we would see this again for the fourth time.

Shackelford: It also operates like any loan with an annual balloon. The bank will approach the borrowers prior to the expiration and request to renew it. Theoretically, at that point, they would contact the city and find out the adjustment of the index and letter of credit and get the paperwork started so the second letter of credit would be ready at the time of the first letter of credit's maturity. You have to have annual balloons in place to calculate the index and increase the value over time.

Estes: If we annualize the letter of credit, when it expires it is possible there is a gap period and depending on the credit worthiness of the applicant, that letter of credit may or may not be replaced. I want each Commissioner to understand that. That is the down side of taking a letter of credit in lieu of cash in escrow. Perhaps that is one reason our statute does not specifically provide for a letter of credit but does specifically provide for cash in escrow.

Johnson: What about the possibility of the basic letter of credit not being annualized but rather having whatever term is appropriate and only the increase being annualized? Could that reasonably be done so that the risk is really only tied to the increase in the cost of construction and the risk is not tied to the \$74,000 that we know is the base price?

Hoffman: If we did that, construction costs are totally predictable.

Johnson: It's tied to the Engineering News Record, Construction Cost Index. There would be three letters of credit. One would be a long term letter of credit for however many years we felt like it needed to be to get away from the problem of it being annualized and then the part that would be annualized would only be a portion that is the increased amount due to inflation.

Hoffman: Is that a number that can be arrived at?

Conklin: We know how much it would cost today and that is \$74,364 and theoretically, every year that goes up. The past couple of years it has increased about 2.5 percent. We rely on the City Attorney to make sure that this works.

Johnson: This does go on to the City Council.

Conklin: That is correct and by ordinance, the form has to be approved by the City Attorney so he will review and recommend the final form.

Planning Commission Minutes
January 10, 2000
Page 13

Odom: I'm going to support it then. These minutes will reflect our concerns and if that is a problem they can address it.

Johnson: It seems to me the City Attorney would have the authority to segregate the two elements of the letter of credit and if he felt it was better, there could be two letters of credit. One for the \$74,364 and one for the increase and staff can convey that to him as one idea.

Hoffman: On the conditions of approval, could be add that if a satisfactory decision is not made by the City Attorney that the money be immediately escrowed since it has not been to date.

Johnson: Tim, I understood you to say that the fact that it hasn't been escrowed to date is not atypical. In most projects it would not be escrowed by this date.

Conklin: Normally, those funds are escrowed when they get ready to sell the lots or the homes. To date, we have not signed off on the final plat. There has been no development recorded at Washington County Courthouse.

Johnson: We benefit because the five year period for the escrow doesn't start running until after construction is complete.

Roll Call

Upon roll call, the motion passed with a vote of 8-0-0.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF
A NONDISCRETIONARY AND ANNUALIZED LETTER
OF CREDIT BASED ON THE ENGINEERING NEWS
RECORD, CONSTRUCTION COST INDEX TO
GUARANTEE CONSTRUCTION OF STEARNS
STREET AS SUBMITTED BY DAVID BERCAW OF
BALL AND MOURTON ON BEHALF OF LENK
DEVELOPMENT FOR ZION VALLEY, PUD AS
REQUESTED IN AD99-30.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council hereby authorized a nondiscretionary and
annualized letter of credit based on the Engineering News Record, Construction Cost Index for
guarantee for the construction of Stearns Street.

Section 2. An executed copy of said letter of credit is attached hereto and made a part
hereof.

PASSED AND APPROVED this _____ day of _____, 2000.

APPROVED:

By _____
Fred Hanna, Mayor

ATTEST:

By _____
Heather Woodruff, City Clerk

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Concrete Construction Specialists**

► Construction Cost Index History (1908-1999)

HOW ENR BUILDS THE INDEX: 200 hours of common labor a 20-city average of common labor rates, plus 25 cwt of standard str steel shapes at the mill price prior to 1996 and the fabricated 20-cit from 1996, plus 1.128 tons of portland cement at the 20-city price, 1,088 board-ft of 2 x 4 lumber at the 20-city price.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
1977	2494	2505	2513	2514	2515	2541	2579	2611	2644	2675	2659	2660	
1978	2672	2681	2693	2698	2733	2753	2821	2829	2851	2851	2861	2869	
1979	2872	2877	2886	2886	2889	2984	3052	3071	3120	3122	3131	3140	
1980	3132	3134	3159	3143	3139	3198	3260	3304	3319	3327	3355	3376	
1981	3372	3373	3384	3450	3471	3496	3548	3616	3657	3660	3697	3695	
1982	3704	3728	3721	3731	3734	3815	3899	3899	3902	3901	3917	3950	
1983	3960	4001	4006	4001	4003	4073	4108	4132	4142	4127	4133	4110	
1984	4109	4113	4118	4132	4142	4161	4166	4169	4176	4161	4158	4144	
1985	4145	4153	4151	4150	4171	4201	4220	4230	4229	4228	4231	4228	
1986	4218	4230	4231	4242	4275	4303	4332	4334	4335	4344	4342	4351	
1987	4354	4352	4359	4363	4369	4387	4404	4443	4456	4459	4453	4478	
1988	4470	4473	4484	4489	4493	4525	4532	4542	4535	4555	4567	4568	
1989	4580	4573	4574	4577	4578	4599	4608	4618	4658	4658	4668	4685	
1990	4680	4685	4691	4693	4707	4732	4734	4752	4774	4771	4787	4777	
1991	4777	4773	4772	4766	4801	4818	4854	4892	4891	4892	4896	4889	
1992	4888	4884	4927	4946	4965	4973	4992	5032	5042	5052	5058	5059	
1993	5071	5070	5106	5167	5262	5260	5252	5230	5255	5264	5278	5310	4.7%
1994	5336	5371	5381	5405	5405	5408	5409	5424	5437	5437	5439	5439	1.9%
1995	5443	5444	5435	5432	5433	5432	5484	5506	5491	5511	5519	5524	1.5%
1996	5523	5532	5537	5550	5572	5597	5617	5652	5683	5719	5740	5744	4%
1997	5765	5769	5759	5799	5837	5860	5863	5854	5851	5848	5838	5858	1.6%
1998	5852	5874	5875	5883	5881	5895	5921	5929	5963	5986	5995	5991	2.4%
1999	6000	5992	5986	6008	6006	6039	6076	6091	6117				2.6%

Base: 1913=100. Indexes revised from September 1996 through January 1998

ANNUAL AVERAGE

1908 97 1931 181 1954 628

5.2% LAST 240

Aug 97 > 4.1%
Aug 99

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1910	96	1933	170	1956	692
1911	93	1934	198	1957	724
1912	91	1935	196	1958	759
1913	100	1936	206	1959	797
1914	89	1937	235	1960	824
1915	93	1938	236	1961	847
1916	130	1939	236	1962	872
1917	181	1940	242	1963	901
1918	189	1941	258	1964	936
1919	198	1942	276	1965	971
1920	251	1943	290	1966	1019
1921	202	1944	299	1967	1074
1922	174	1945	308	1968	1155
1923	214	1946	346	1969	1269
1924	215	1947	413	1970	1381
1925	207	1948	461	1971	1581
1926	208	1949	477	1972	1753
1927	206	1950	510	1973	1895
1928	207	1951	543	1974	2020
1929	207	1952	569	1975	2212
1930	203	1953	600	1976	2401

AutoCAD® RELEASE 2
Land Development
 Desktop



[Letterhead of Unique Homes, Inc.]

March 14, 2000

Mayor Fred Hanna
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, Arkansas 72701

RE: Letter of Credit from McIlroy Bank & Trust for Unique Homes, Inc.
regarding Zion Valley Estates

Dear Mayor Hanna:

This letter agreement is to confirm the understanding of Unique Homes, Inc. ("Unique Homes"), and the City of Fayetteville, Arkansas, regarding the irrevocable letter of credit issued by McIlroy Bank & Trust to the City of Fayetteville on behalf of Unique Homes.

At its meeting on January 10, 2000, the Planning and Zoning Commission approved recommending to the City Council acceptance of an irrevocable letter of credit in the amount of Seventy-four Thousand Three Hundred Sixty-four Dollars (\$74,364.00) to be issued by McIlroy Bank & Trust on behalf of Unique Homes in lieu of a cash escrow deposit of the same amount for the cost of construction of a possible future extension of Stearns Street within Zion Valley Estates and in fulfillment of such requirement for approval of the final plat. As a condition of acceptance by the City Council, the letter of credit is to be renewed each year. At renewal, the amount of the letter of credit is to be increased in the same percentage amount as the percentage increase of the Engineering News Record Construction Cost Index.

On January 26, 2000, McIlroy Bank & Trust issued an irrevocable letter of credit in the amount of Seventy-four Thousand Three Hundred Sixty-four Dollars (\$74,364.00) on behalf of Unique Homes naming the City of Fayetteville as beneficiary of the letter of credit. The expiration date of the letter of credit is January 26, 2001. The letter of credit provides that the City of Fayetteville may draw upon the letter of credit if Unique Homes fails to honor its contractual obligations with the City of Fayetteville.

By execution of this letter agreement, Unique Homes agrees, represents, and covenants that each year, at least thirty (30) days prior to the expiration of the letter of credit then on deposit with the City of Fayetteville, Unique Homes shall submit to the City of Fayetteville a new letter of credit with an expiration date one year beyond the expiration date of the letter of credit then on deposit, and that the amount of the new letter of credit shall be increased in the same percentage amount as the percentage increase of the Engineering News Record Construction Cost Index. Unique Homes

Mayor Fred Hanna
City of Fayetteville, Arkansas
March 14, 2000
Page 2

further agrees, represents, and covenants that should it not present such new letter of credit at least thirty (30) days prior to the expiration of the letter of credit then on deposit with the City of Fayetteville, that such failure to present a new letter of credit shall be considered a failure by Unique Homes to honor its contractual obligations with the City of Fayetteville. Unique Homes, by such failure to present a new letter of credit, authorizes and directs the City of Fayetteville to present the letter of credit to McIlroy Bank & Trust for payment and to deposit such payment into a cash escrow account for the cost of any future construction of the extension of Stream's Street within Zion Valley Estates. Unique Homes further authorizes and directs McIlroy Bank & Trust to pay to the City of Fayetteville the amount of the letter of credit upon presentment of such letter of credit and under the condition set forth above.

UNIQUE HOMES, INC.

By: _____
Name: Dale Lenk
Title: President

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Name: Fred Hanna
Title: Mayor

STAFF REVIEW FORM

Drake Field Airport Board Position Paper

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of 21 MARCH 21, 2000.

FROM:

Dale Frederick
Name

Airport
Division

General Gvmt.
Department

ACTION REQUIRED: The Airport Board at their March 2nd meeting adopted the attached "Drake Field Airport Board Position Paper" (attached). As part of the motion they requested this "Position Paper" be forwarded to the City Council. Airport Board Member Charles Wallace presented this paper and said he would be available to present the paper to the Council.

COST TO CITY:

\$ N/A
Cost of this Request
N/A
Account Number
N/A
Project Number

\$ N/A
Category/Project Budget
\$ N/A
Funds used to date
\$ N/A
Remaining Balance

N/A
Category/Project Name
N/A
Program Name
Airport
Fund

BUDGET REVIEW:

Attached

 Budgeted Item

 Budget Adjustment

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Airport Manager supports this "Position Paper".

Dale Frederick
Division Head

March 16, 2000
Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev. Ord/Res#:

Orig Cont. Date:

Mayor

Date

Contract #:

STAFF REVIEW FORM

Description:

Meeting Date: N/A

Drake Field Airport Board Position Paper.

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Reference Comments:

City Attorney

Reference Comments:

Purchasing Officer

Reference Comments:

ADA Coordinator

Reference Comments:

Internal Auditor

Reference Comments:

FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

Airport Board
C.4. Page 3

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER *DF*

DATE: MARCH 3, 2000

SUBJECT: DRAKE FIELD AIRPORT BOARD POSITION PAPER

The Airport Board at their March 2nd meeting adopted the "Drake Field Airport Board Position Paper" (attached) which was presented by Airport Board Member Charles Wallace. As part of the motion the Airport Board asked that the "Position Paper" be forwarded to the City Council. Mr. Wallace said he would be available to present the "Position Paper" to the City Council.

The Airport Board said the "Position Paper" explains where the Airport is now and what they see as what is needed for the Airport to go forward with marketing Drake Field as a general aviation airport.

DF/lp

Attachments: "Position Paper"

proposed

Wallace 2/14/00

Drake Airport Board Position Paper

Situation: The City of Fayetteville, owner of Drake Field (FYV), is in a strong position to capitalize on the present opportunity to develop an outstanding General Aviation (GA) airport. The airport condition is far above average in every way and there is money in the bank, a most unusual situation for a municipal airport following the exit of commercial aircarriers.

What is needed (for success):

A CLEAR VISIONARY PLAN AND STRONG LEADERSHIP

The plan should include:

- Acceptance on the part of all concerned that Drake field should be primarily developed as a GA airport
- Simple plan for GA marketing and development
- Positive, active support from The City Council, the Mayor and the Airport Board
- Airport management with a proactive attitude and a clear understanding of the plan and a determined attitude to make the plan a reality
- Timelines and checkpoints so that progress can be measured

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

February 29, 2000

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director

Thru: Charles Venable, Public Works Director

Mayor Fred Hanna



Subject: Contracts for Preliminary Engineering Services
Fayetteville Wastewater Improvements Project

The following three (3) items totaling \$1,706,554.00 are proposed contracts for engineering services related to the Fayetteville Wastewater Improvements Project. The proposed contracts are with (1) Black & Veatch for services relating to improvements to the Noland Wastewater Treatment Plant, \$359,720.00, (2) Garver Engineers for services related to sewer collection system improvements within the White River Watershed, \$391,532.00, and (3) McGoodwin, Williams, and Yates for services relating to the new west side wastewater treatment facility, \$955,302.00. The Council approved a contract with RJN for services in connection with the project in the amount of \$638,267.00. All of the contracts authorize the development of a preliminary engineering report as a first phase of the engineering work and provide for future phases as the work progresses.

Attached to this memorandum is an outline of the procedure that the Staff followed in selecting the above named consultants. The process began last May immediately following the approval by the Council for the purchase of land west of Fayetteville for the purpose of siting a new treatment facility.

The Design Reports are due to be completed by November of this year. The Preliminary Design Reports will serve several purposes. The Reports will serve to update and revise the Facility Plan where needed to account for changes in conditions and costs since the Facility Plan was prepared (1995-1997). The basic conclusions of the Facility Plan will not change since those conclusions were based on comparative costs, however, the location and sizing of sewers and interceptors may change as well as the type of treatment considered, and the economics of various sludge alternatives.

Also, enough detail will be generated by the studies to determine the size and location of new facilities and to establish reasonably accurate cost estimates of the work. The work program and cost estimates will be used to plan the financing of the improvements and will serve as a basis for the scope of work and cost of preparing the detailed plans and specifications.

We are considering utilizing the State's Revolving Loan Fund as the major source of funds for this project. The loan fund is managed by the Arkansas Department of Environmental Quality and is backed by grants from the Environmental Protection Agency. They have indicated that a total of \$60,000,000 would be available to Fayetteville over a two or three year construction period. The current lending rate is 3.75 percent.

We have submitted materials to the State to determine the areas where we are already in compliance with their conditions and regulations, and how much additional work may be required to come into compliance. Areas that will be examined include our engineering selection process, form of engineering contracts, public involvement, sewer system evaluations as it relates to infiltration and inflow control, sewer rates, and accounting procedures.

If we make the decision to participate in the program there will have to be amendments to these contracts to account for whatever extra effort that may be required to comply with ADEQ regulations. However, it is expected that the savings in interest costs over the life of the ADEQ loan will more than offset whatever additional costs that we incur because of our participation in the program.

Fayetteville Wastewater Improvements Project
Consultant Selection Procedure and Contract Negotiation

Last May the City Council authorized the City Staff to purchase about 316.5 acres of land west of Fayetteville for the purpose of constructing a new wastewater treatment plant. As a result of that action by the Council, the City Staff began the process of hiring consultants in connection with our wastewater improvements project.

In late May 1999 a Wastewater Engineering Selection Committee was formed. The Committee members were:

Charles Venable, Public Works Director
Trent Trumbo, Council Member
Sid Norbash, Staff Engineer
Don Bunn, Assistant Public Works Director

Don Bailey, Personnel Director
Jim Beavers, City Engineer
David Jurgens, W/S Maintenance

On June 13, 1999, advertisements appeared the Northwest Arkansas Times, the Morning News of Northwest Arkansas, and the Arkansas Democrat-Gazette requesting Statements of Qualifications from consulting firms interested in providing wastewater engineering services to the City. An advertisement also appeared in the June 14 issue of the Engineering News-Record requesting Statements of Qualifications. Statements of Qualifications were received by the City on July 16, 1999.

The Selection Committee met in late July and in early August to review the Qualification Statements and to decide which engineering firms should be asked to submit detailed proposals. After careful review, the Committee sent a Request for Proposals (due September 17, 1999) to eleven engineering firms. They were:

Black and Veatch, Kansas City
RJN, Dallas, Texas
CDM, Dallas, Texas
CH2M Hill, Tulsa, Okla.
Garver Engineers, Fayetteville
McClelland, Fayetteville

McGoodwin, Fayetteville
Carter-Burgess, Little Rock
Burns and McDonnell, Kansas City
Crafton and Tull, Rogers, Arkansas
CTE, Tulsa, Okla.

The Request for Proposals notified the engineering firms that it would be the intent of the City to award a maximum of four (4) engineering contracts. There would be one engineering contract awarded in connection with the work at the existing Noland Wastewater Treatment Facility, one engineering contract awarded in connection with the new treatment facility on the west side of Fayetteville, and two engineering contracts awarded for work in connection with the collection system. As a result of our Request for Proposals, the City received nine detailed proposals. CDM did not submit a detailed proposal and McClelland submitted in conjunction with RJN of Dallas.

The Selection Committee met in late September and decided to interview all of the firms

submitting proposals. The interview dates were set for Wednesday, October 6 and Thursday, October 7.

After the last interview on Thursday, October 7, the Committee met and made these selections:

- a) McGoodwin, Williams, and Yates of Fayetteville - Design services related to the new treatment plant on the west side of Fayetteville.
- b) Black and Veatch of Kansas City, Missouri - Design services related to the improvements at the existing Noland Treatment Plant on the east side.
- c) RJN and Associates of Dallas, Texas and McClelland Engineers of Fayetteville - Design services related to the sewage collection system.
- d) Garver Engineers of Fayetteville - Design services related to the sewage collection system.

Over the past three (3) months the Staff has been working with the selected consultants, both individually and jointly, to develop an appropriate scope of work and contract price for each of them. Generally, the form of the contract will be in accordance with the City's standard engineering contract. The contract will contain a detailed scope of work and detailed price for a Preliminary Design Report. The contract will contain a provision for the preparation of plans and specifications, bidding services, and observation/management services. A detailed scope of work and prices for those services will be negotiated after completion of the Preliminary Design Report.

Orig. Contract # _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

February 29, 2000

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director

Thru: Charles Venable, Public Works Director

Mayor Fred Hanna



Subject: Contract for Preliminary Engineering Services
Noland Treatment Plant Improvements
Black and Veatch, Kansas City, Mo.

The City began the procedure of engineer selection in the late spring of 1999. The attachment to this memorandum outlines the selection process beginning in late May and ending in December of 1999.

The Selection Committee made the following engineer selections:

1) McGoodwin, Williams, and Yates of Fayetteville - Design services related to the new treatment plant on the west side of Fayetteville.

2) Black and Veatch of Kansas City, Missouri - Design services related to the improvements at the existing Noland Treatment Plant on the east side.

3) RJN and Associates of Dallas, Texas and McClelland Engineers of Fayetteville - Design services related to the sewage collection system.

4) Garver Engineers of Fayetteville - Design services related to the sewage collection system.

The Council, at its February 1 regular meeting, approved an engineering contract with RJN of Dallas, Texas for work associated with the development of design flows and sewer line and pump station improvements in the Illinois River Basin. The amount of the contract was a not to exceed figure of \$638,267.00.

Attached for your review and approval is an engineering contract with Black and Veatch of Kansas City, Missouri for services related to improvements at the existing Noland Sewage Treatment Plant. The proposed contract provides for three separate work elements, the

Preliminary Design Report, the preparation of detailed plans and specifications, and observation/management services during construction. A cost and detailed scope of work is given for the preparation of the Preliminary Design Report only. The cost and detailed scope of work for the other two elements will be negotiated after completion of the Preliminary Design Report.

Scope of Work: The scope of work generally involves the planning of improvements to the Noland Plant required by the split of the flow between the Illinois River Basin and the White River Basin, the evaluation of sludge treatment and ultimate disposal of sludge solids, and the assessment of existing facilities. An outline of the scope of work is given below. The detailed scope of work is given in the body of the proposed contract.

1. Project Administration and Coordination Meeting, and Public Meetings
2. Evaluation of Existing Noland Plant - This includes the determination of existing and future wastewater characteristics and the evaluation of the current capacity of the plant.
3. Evaluation of Sludge Processing Alternatives This involves the assessment of our current sludge handling practices at the plant and study and evaluation of sludge handling and disposal alternatives.
4. Conduct Facilities Assessment Make an assessment of the existing structures, process equipment and controls at the plant and make recommendations on rehabilitation or replacement of such equipment and controls.
5. Preparation of the Final Design Report

Although it is not listed as a separate work item, the evaluation of odor control measures and the recommendations for odor control is an integral part of the scope of work and will be considered in all recommendations for sludge handling and other unit processes.

Cost of Services: The proposed contract price is \$ 359,720.00. A breakdown of the price is:

1. Salary Expense &	\$ 102,272.00
2. Overhead Costs (1.57)	160,566.00
3. Fixed Fee, 15%	39,426.00
4. Expenses (includes subcontracts)	57,456.00
5. Total Cost (Not to Exceed)	\$ 359,720.00

The total cost given above will not be exceeded without a change order being approved which also amends the scope of work. Any additional costs for this portion of the work will be computed on the same basis as the prices given above. It should be pointed out that the costs given for each of the line items of work is an estimate only and that funds can be shifted between the various work items as long as the total cost does not go beyond the not-to-exceed figure given in the contract.

Staff Recommendation: The Staff believes the proposed contract price is reasonable and represents fair compensation in exchange for the work proposed to be furnished. Therefore, it is the recommendation of the Staff that the Council approve the proposed contract with Black and Veatch in the amount of \$ 359,720.00.

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this ____ day of _____ 2000, by and between the City of Fayetteville acting by and through its Mayor hereinafter called the "OWNER" and Black & Veatch Corporation with offices located in Kansas City, Missouri hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to construct improvements at the Paul Noland Wastewater Treatment Plant (the Project); and,

Whereas the "OWNER'S" forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and Whereas, the "ENGINEER'S" staff is adequate and well qualified and it has been determined that its current work load will permit completion of the plans for the project on schedule;

Now therefore, it is considered to be in the best public interest for the "OWNER" to obtain assistance of the "ENGINEER'S" organization in connection with said engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

SECTION I – EMPLOYMENT OF ENGINEER

The "OWNER" agrees to employ the "ENGINEER" to perform, and the "ENGINEER" agrees to perform, professional engineering services in connection with the project set forth in the Sections to follow; and the "OWNER" agrees to pay and the "ENGINEER" agrees to accept, as specified in the Sections to follow as full and final compensation for work accomplished in the specified time.

SECTION II – DESCRIPTION OF THE PROJECT

Plan, design and construct improvements at the existing Paul Noland Wastewater Treatment Facilities. It is anticipated that the improvements will improve plant performance, reduce operating costs, improve odor control measures and replace/upgrade critical equipment.

SECTION III – INFORMATION & SERVICES

The "OWNER" will furnish, free of charge, any specifications, standards, reports, plant operating data, industrial pretreatment program information, and other data and information which may relate to the project including GPS survey data. Aerial mapping data and plant operating data will be provided to the "ENGINEER" on magnetic media.

SECTION IV – SERVICES TO BE FURNISHED BY THE "ENGINEER"

Item A – ADMINISTRATION, COORDINATION, AND MEETING

The "ENGINEER" shall provide the following services.

Task 100 – Meetings

101. Attend coordination, progress, and public information meeting as requested by the "OWNER" or required to successfully complete the work. Up to fourteen meetings are included in the project budget.

Task 200 – Administration

201. Maintain such files and records as necessary to provide a historical record for the work and project billing. These files shall be maintained at the office of the "ENGINEER".
202. Provide a monthly status reports describing the work completed to date and work to be completed during the next month. Included with the report shall be a description of coordination issues which could delay the "ENGINEER". Included with the status report shall be a graphic schedule (bar chart) with activity descriptions.

Item B – PROJECT INVESTIGATIONS

The "ENGINEER" shall conduct the following investigations in preparation to design of the improvements to the Paul Noland Wastewater Treatment Plant.

Task 100 – Develop Wastewater Characteristics

101. Make site visit to meet with "OWNER'S" representatives and collect data.
102. Analyze up to four years of historical data from the Paul Noland WWTP to determine historical flows and loads. This data will include influent data, effluent data, and operating data. From this data annual average and maximum month flow and loads will be identified.

103. Identify industries which discharge significant pollutant quantities to the collection system. Review industrial monitoring reports to assess the industrial loads to the plant. If monitoring reports are not available, contact industries to get discharge characteristics and flows.
104. Estimate university flow and loads using university student population.
105. Determine Noland WWTP influent characteristics based on a range of operating modes using data from the recent master plans. Key variables are 1) domestic flow and loads diverted to new Westside WWTP, 2) industrial flow and load, and 3) university flow and loads. A matrix of influent characteristics will be developed.
106. Determine Westside WWTP influent characteristics following completion of Task 105. Provide Task 105 information to McGoodwin, Williams, and Yates for their determination of these characteristics. It is anticipated that the influent characteristics to the Westside WWTP will differ from the Noland WWTP because of the lack of industry and university loads.
107. Prepare Technical Memorandum #1 describing the data collected and conclusions reached based on the data evaluated. Submit 10 copies to "OWNER" for review and comment.
108. Meet with "OWNER" to review and discuss technical memorandum. Update memorandum if required and submit 10 copies.
109. Prepare for and attend one public information meeting if required by "OWNER".

Task 200 – Evaluate Paul Noland WWTP Capacity

201. Using the influent wastewater matrix developed in Task 104, determine the minimum flow which can be treated at the Noland facility without adversely impacting operations. For this initial evaluation it will be assumed that the Noland facility is not handling solids from the Westside WWTP. Two liquid schematics will be considered: 1) existing liquid stream and 2) abandon primary treatment and operate with secondary treatment only. Combination of models will be used including BioWin and Cygnet.
202. Prepare Technical Memorandum #2 and provide 10 copies to "OWNER" for review and comment.
203. Meet with "OWNER" to review and discuss technical memorandum. Update memorandum if required and submit 10 copies.
204. Prepare for and attend one public information meeting if required by "OWNER".

Task 300 – Evaluate Nitrification Inhibition at Paul Noland WWTP.

301. Review historical data to determine exact times of inhibition. Compare influent and operating conditions of the years with inhibition to years without inhibition to identify any differences.
302. Meet with OMI staff to discuss periods of nitrification inhibition.
303. Meet with industries identified in Task 103 to identify operational pattern over the past four years, i.e. wasting pattern through the week, clean up operations, periods of shut down, and product changes. Determine if any industry changes coincide with process upset.
304. Review university schedule to determine any major events, i.e. semester start/stop, athletic functions, which coincide with process upset.
305. Model periods before, after and during inhibition to identify probable cause for inhibition.
306. Prepare Technical Memorandum #3 and provide 10 copies to "OWNER" for review and comment.
307. Meet with "OWNER" to review and discuss technical memorandum. Update memorandum if required and submit 10 copies.
308. Develop an action plan to handle nitrification inhibition should it reoccur in the summer of 2000 and meet with "OWNER" and OMI to discuss plan.

Task 400 – Estimate Sludge Quantities

401. Determine sludge quantities from Paul Noland WWTP based on the minimum capacity identified in Task 201 without solids from Westside WWTP. Consider cases with and without primary treatment as defined in Task 201,

Task 500 – Evaluate Solids Processing Alternatives.

501. Evaluate aerobic digestion, at the Noland WWTP. Up to four scenarios could be considered assuming that the results of Task 200 indicate that the Noland WWTP could treat reasonable flow without primary treatment. Evaluation will include developing conceptual design criteria and digested sludge quantities. One option will be evaluated which considers chemical treatment for phosphorus removal. For the Westside solids, three conditions will be considered; 1) liquid transportation via pipeline, 2) truck hauling of thickened sludge, and 3) truck hauling of dewatered sludge. Cygnet and BioWin models will be used to evaluate solids handling impacts on the liquid stream process.
 - 1) Noland WWTP solids with primary treatment.

- 2) Noland WWTP solids without primary treatment.
 - 3) Regional treatment of Noland and Westside solids with primary treatment at Noland WWTP but only secondary treatment at Westside.
 - 4) Regional treatment of Noland and Westside solids with only secondary treatment at both facilities.
502. Evaluate anaerobic digestion, at the Noland WWTP. Up to four scenarios could be considered assuming that the results of Task 201 indicate that the Noland WWTP could treat reasonable flow without primary treatment. Evaluation will include developing conceptual design criteria and digested sludge quantities. One option will be evaluated which considers chemical treatment for phosphorus removal. For the Westside solids, three conditions will be considered; 1) liquid transportation via pipeline, 2) truck hauling of thickened sludge, and 3) truck hauling of dewatered sludge. Cygnet and BioWin models will be used to evaluate solids handling impacts on the liquid stream process.
- 1) Noland WWTP solids with primary treatment.
 - 2) Noland WWTP solids without primary treatment.
 - 3) Regional treatment of Noland and Westside solids with primary treatment at Noland WWTP but only secondary treatment at Westside.
 - 4) Regional treatment of Noland and Westside solids with only secondary treatment at both facilities.
503. Evaluate impacts of dewatering at the Noland WWTP. Up to four scenarios could be considered assuming that the results of Task 201 indicate that the Noland WWTP could treat reasonable flow without primary treatment. One option will be evaluated which considers chemical treatment for phosphorus removal. For the Westside solids, three conditions will be considered; 1) liquid transportation via pipeline, 2) truck hauling of thickened sludge, and 3) truck hauling of dewatered sludge. Cygnet and BioWin models will be used to evaluate solids handling impacts on the liquid stream process.
- 1) Noland WWTP solids with primary treatment.
 - 2) Noland WWTP solids without primary treatment.
 - 3) Regional treatment of Noland and Westside solids with primary treatment at Noland WWTP but only secondary treatment at Westside.
 - 4) Regional treatment of Noland and Westside solids with only secondary treatment at both facilities.
504. Attend progress meeting to review and discuss results of the evaluations.
505. Prepare report chapters for Task 600.

Task 600 – Evaluate Solids Handling and Disposal Alternatives

601. Visit the Noland Plant to observe the existing solids processing and handling unit operations and to evaluate land management practices in the region. The primary objective of the visit will be to obtain background information that may be relevant to the identification of alternatives for future biosolids management. Available operations, cost data, drawings, and reports will be collected at this time.
602. Review data and reports collected during the site visit to develop a full understanding of current operations and previous studies.
603. Utilize the estimates of raw solids quantities for the Westside plant developed by McGoodwin, Williams, and Yates, Inc. and those developed in Task 401.
604. Contact appropriate state regulators to discuss the direction of future biosolids and land management regulations. Attending one meeting with the regulators is included in this task. A review of federal regulations that could affect future biosolids management at the Noland plant will also be conducted.
605. Prepare for and conduct a screening workshop with "OWNER'S" representatives. Objectives of the workshop are to:
 - 1) Review current biosolids processing and handling practices, previous Facility Plan conclusions and recommendations, and City objectives for processing and disposal of biosolids.
 - 2) It is anticipated that the primary outlets for the City's biosolids will consist of land application of a Class B biosolid product, distribution of a heat dried product, and distribution of a composted product. During the workshop, technologies to achieve Class B, as well as the various drying and composting technologies, will be discussed. The technologies of most interest to the City will be identified for further evaluation.
 - 3) Formulate no more than four system alternatives for detailed evaluation. Each alternative will address: 1) processing and handling of only Noland plant solids, and 2) processing and handling of both Noland and Westside plant solids at the Noland plant. A separate evaluation of solids management for only the Westside plant solids will be conducted by McGoodwin, Williams, and Yates, Inc.
 - 4) Establish non-cost factors to be used in the evaluation of alternatives.
606. Utilize the services of a specialty subcontractor to assess the opportunities and obstacles for the distribution of biosolids-derived products. The subcontractor and subcontract developed in connection with this task shall be subject to the approval of the "OWNER". Any such subcontract shall become a part of this Agreement. The assessment will include up to 4 types of biosolids products. It is anticipated these will include three types of Class A products and a Class B stabilized biosolid product suitable for land application. The area to be included in the assessment will vary based on the economical haul distance for the type of product produced. The assessment will include a combination of telephone and in-person interviews with

prospective product users and others with knowledge of the local agricultural community and practices. Projected revenue for each type of product considered in the assessment will be provided. A brief written report will be prepared, summarizing the findings and conclusions from the assessment.

607. Perform an evaluation of the system alternatives based on both cost and non-cost considerations. Cost considerations will include present worth values (or 20 year life-cycle costs) for each alternative. Order-of-magnitude opinions of construction and operations and maintenance costs will be prepared for each alternative. The non-cost factors used in the evaluation will be developed jointly by the "OWNER" and "ENGINEER" in Task 605.
608. Meet with City representatives to discuss preliminary conclusions from the technical evaluation and market/outlets assessment and develop a consensus on the approach to be used for future biosolids management.
609. Accompany "OWNER'S" representatives to visit 2 installations using different technologies. The site visits will be used to help confirm technology selection and to identify key considerations for facility design and operation. Costs will be dependent on sites to be visited. The ENGINEER's budget includes the ENGINEER's travel cost and time for these site visits.
610. Prepare a draft Project Development Report summarizing the project development activity and submit 10 copies to the "OWNER" for review and comment. The basis of the report will be the guidance received from the "OWNER" at the Results Workshop and information from any site visits. Included in the report will be an implementation plan for the preferred biosolids management option including a refined opinion of costs for budgeting purposes. Incorporate changes, if needed, based on the review comments and submit 10 copies of a final Project Development Report.
611. Prepare for and attend one public information meeting if required by "OWNER".

Task 700 – Conduct Facilities Assessment

701. Conduct a project initiation meeting to clarify "OWNER"'s requirements for the Project, review pertinent available data, review project staffing and organization, present initial work plan, and present initial work schedule. A Data Request Letter and a Basis for Assessment Letter will be transmitted to "OWNER" prior to this initiation meeting.
702. Evaluate results of the initial meeting, review status of data received, and submit a written request for additional data required for the Project.

703. Review Existing Facilities Data

- 1) Review existing drawings, specifications, and other information obtained from "OWNER".
- 2) Prepare a preliminary inventory of structures, instrumentation and control equipment, and all process equipment including major valves (6" and greater) with actuators and gates, electrical panels, chemical feed equipment, motor control centers, switchgear, and major HVAC equipment.
- 3) Submit the preliminary inventory to "OWNER" for review and comment.
- 4) Revise the preliminary inventory based upon "OWNER'S" comments.

704. Investigate Existing Facilities

- 1) Conduct a site visit of the wastewater treatment plant. This site visit will be a conducted by a multi-disciplined team to verify the preliminary inventory, to visually assess the physical condition of the structures, the electrical and mechanical equipment, the instrumentation equipment, and to discuss the facility with the plant maintenance personnel. This information will be used to determine the recommended rehabilitation and the remaining useful life of the structures and equipment.
- 2) Modify and expand the Inventory List based upon data gathered during the site visit. The equipment listing will indicate the equipment tag number, location, and year installed. The structure evaluation would indicate the year constructed, current physical defects, and possible current code deficiencies based on the codes in effect at the time of construction and the present codes X including ADA compliance at the operation's building. The listing would also include comments from the operations and maintenance staff detailing the reliability of the equipment.
- 3) Submit the Inventory List to "OWNER" for review and comment.
- 4) Revise the Inventory List based upon "OWNER'S" comments.

705. Prepare Report

- 1) Expand the Inventory List to identify equipment replacement/rehabilitation recommendations and structure rehabilitation and upgrade recommendations. A cost opinion for the equipment recommended for replacement and structure rehabilitation and upgrades will be provided. No effort will be made to prioritize the recommended work.
- 2) Prepare a report summarizing the efforts in developing the Inventory List and the results of the structure investigation. Include the Inventory List as an appendix to the report.
- 3) Submit 10 copies of the draft report to the "OWNER" for review and comment.
- 4) Meet with "OWNER" to discuss comments and revise report and submit 10 copies of the final report to the "OWNER".

Task 800 – Preliminary Design Report

The work as described in Tasks 100 through 700 will be consolidated into a single Preliminary Design Report which will contain all recommendations and cost estimates. Ten (10) copies of the final Preliminary Design Report shall be delivered to the "OWNER" as a final work product.

Item C - PROJECT DESIGN

The "ENGINEER" shall be prepared to design the improvements which are authorized by the "OWNER" following completion of Section IV, Item B – PROJECT INVESTIGATIONS.

The project will be designed and constructed to meet water and sewer standards in accordance with the "OWNER'S" Water and Sewer, and other related Standards. Construction specifications shall be based on latest special provisions and City of Fayetteville Specifications relating to the design of this project. The design concept with regard to water and sewer relocations, geometric, detours, right-of-way, utility easements, and other related items shall be submitted by the "ENGINEER" (in the form of a Preliminary Engineering Assessment) and approved by the "OWNER" prior to beginning design work.

The "ENGINEER" shall provide all field survey data from field work for designing the project and this shall be tied to the "OWNER'S" GPS control network.

The "ENGINEER" shall be responsible for obtaining, interpreting and evaluating geotechnical or any other form of data necessary for the design of this project.

The "ENGINEER" shall furnish plans to all utility companies affected by the project and if necessary, shall conduct a coordination meeting among all affected utility companies to enable them to coordinate efforts for the necessary utility relocations. This coordination meeting will take place at the City Engineer's office.

During the final "design" phase of the project, the "ENGINEER" shall conduct final designs to prepare construction plans and specifications including final construction details and quantities, special provisions, cost estimates, make final field inspection with "OWNER", make any needed plan changes as a result of the final field inspection and all other work required to advertise and receive bids.

"ENGINEER" shall have no liability for defects in the Services attributable to "ENGINEER'S" reliance upon or use of information, data, design criteria, drawings, specifications, or other information furnished by "OWNER" or third parties retained by "OWNER".

SECTION V – COORDINATION WITH “OWNER”

The “ENGINEER” shall hold conferences throughout the investigation and design of the Project with representatives of the “OWNER” to the end that the investigation and design, as perfected, shall have full benefit of the “OWNER’S” knowledge and be consistent with the current policies and construction practices of the “OWNER”. The “OWNER” reserves the right to accept or reject any or all investigation plans, but this stipulation will not relieve the “ENGINEER” of responsibility for the design of the Project.

SECTION VI – OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses under this Agreement shall be made at the “OWNER’S” City Engineer’s office.

SECTION VII – CONCEPT AND PRELIMINARY SUBMISSION

The “ENGINEER” shall submit ten (10) copies of each independent investigation for review and comment.

The “ENGINEER” shall submit two (2) sets of design concept plans, two (2) sets of preliminary plans and three (3) sets of the final plans for field inspections.

SECTION VIII – FINAL SUBMISSION

The final submission of Item B services shall consist of ten (10) copies of the Preliminary Design Report.

The final design submission for the construction contract shall consist of the following:

- A. One (1) copy of design calculations. “OWNER” agrees to purchase approximate software if required to evaluate “ENGINEER’S” calculations.
- B. Three sets of final plans, contract documents, and specifications.
- C. The originals of all drawings, specifications, and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with AutoCAD Release 12 software.
- D. The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

SECTION IX – ENGINEER RESPONSIBILITY DURING “BIDDING” AND “CONSTRUCTION” PHASES

During the “Bidding” phase of the project, the “ENGINEER” shall provide all engineering and administrative services needed to obtain bids for the construction project, evaluate the bids, and consult with and advise the “OWNER” as to the acceptability of the best bidder.

During the “Construction” phase of work, the “ENGINEER” shall provide administrative and engineering services including resident construction observation services to determine whether the Contractor has met the requirements of the design plans and specifications. The “ENGINEER” shall review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and shall make a recommendation to the “OWNER” regarding payment.

SECTION X – SUBCONTRACTING

Subcontracting by the “ENGINEER” of any of the services provided herein shall require prior approval by the “OWNER”, “except that it may be subcontracted without such approval to a related entity, an affiliate or wholly owned subsidiary of “ENGINEER.”

SECTION XI – TIME OF BEGINNING AND COMPLETION

The “ENGINEER” shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete “Items A&B” services within 200 calendar days.

The above completion time is predicated upon the fact that the “OWNER” will cause to be processed approvals of interim work in an expeditious manner 15 days per submittal.

SECTION XII – FEES AND PAYMENTS

A. “Items A & B” Services:

For, and in consideration of, the services to be rendered by the “ENGINEER”, the “OWNER” shall pay the “ENGINEER” on the basis of actual salary costs for work time directly connected with work chargeable to the Project, plus payroll additives and general overhead costs at 157 % of direct labor costs, plus direct reimbursable expenses, plus a fixed fee which are payable as follows:

1. "Salary, payroll additive and general overhead costs shall not exceed:	<u>\$262,838</u>
2. Fixed fee	<u>\$ 39,426</u>
3. Reimbursable expenses shall not exceed	<u>\$ 57,456</u>
4. Total costs of services shall not exceed	<u>\$359,720</u>

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. "The breakdown of costs between the various work tasks are given in Appendix "A" as a convenience and is not intended to set a maximum cost for any of the work tasks. Costs may be transferred from one work task to another so long as the maximum cost as given above is not exceeded."

Subject to the City Council approval, adjustment of the upper limit may be made should the "ENGINEER" establish and the "OWNER" agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the "OWNER" decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

Appendix "B" covers the classification of personnel and the salary rate for all personnel to be assigned to this project by the "ENGINEER".

"Invoices shall be submitted to the City for on a monthly basis. The City will make every effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed."

Final payment for "Items A&B" services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of services.

B. "Design" Phase Services:

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of ____ % of direct labor costs, plus reimbursable expenses, plus a fixed fee which are payable as follows:

- | | |
|---|------------------|
| 1. "Design" phase services, "surveying services" and preparation of the Ownership Map/Utility Easements Plan Costs not to exceed: | To be negotiated |
| 2. Fixed fee for "Design" services: | To be negotiated |

3. Engineering contract amount for "Design" phase
Services not to exceed: To be negotiated

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. Subject to the City Council approval, adjustment of the upper limit may be made should the "ENGINEER" establish the "OWNER" agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the "OWNER" decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

Appendix "B" covers the classification of personnel and the salary rate for all personnel to be assigned to this project by the "ENGINEER".

Final payment for Design services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Design" phase for the project.

C. "Bidding" Phase Services:

For "Bidding" phase services rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of _____ % of direct labor costs, plus direct reimbursable expenses, plus a fixed fee which are as follows:

1. "Bidding" phase services costs not to exceed: To be negotiated
2. Fixed fee for "Bidding" services: To be negotiated
3. Engineering contract amount for "Bidding"
phase services not to exceed: To be negotiated

Final payment for "Bidding" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Bidding" phase of the project.

D. "Construction" Phase Services:

For "Construction" phase services rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of _____ % of direct labor costs (plus direct reimbursable expenses associated with the

project), plus a fixed fee which are as follows:

- | | |
|--|------------------|
| 1) "Construction" phase services costs not to exceed: | To be negotiated |
| 2) Fixed fee for "Construction" phase services: | To be negotiated |
| 3) Engineering contract amount for "Construction"
Phase services not to exceed: | To be negotiated |

(Based upon an assumed construction period not to exceed days.)

The basis for this estimate is Appendix _____. The "ENGINEER" shall invoice the "OWNER" monthly for construction phase services, and the final payment for "Construction" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project.

E. "Geotechnical Investigation" Services:

For geotechnical investigation services associated with design, the "OWNER" shall pay the "ENGINEER" on the basis of hourly rates and unit prices set forth in Appendix a fee, not to exceed \$. The basis of this upper limit and justification for the fee is contained in Appendix _____ attached hereto.

F. "Special" Services:

"Special" Services are described in APPENDIX "C".

SECTION XIII – CHANGES

The "OWNER" may at any time, by written order, make changes within the general scope of the contract in the work and services to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable increase or decrease shall be made in the upper limit contract amount, including fee or time of required performance, or both, and the contract shall be modified in writing accordingly.

Changes, modifications or amendments in scope, price or fees to this contract shall not be allowed within a formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, price of fees.

Any claim by the "ENGINEER" for adjustment under this clause must be asserted with thirty (30) days from the date of receipt by the "ENGINEER" of the notification of

change; provided, however, that the "OWNER" if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION XVII MISCELLANEOUS PROVISIONS, (1) Dispute Resolutions. However, nothing in this clause shall excuse the "ENGINEER" from proceeding with the contract as changed.

SECTION XIV – OWNERSHIP OF DOCUMENTS

All documents, including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of the "OWNER". The "ENGINEER" may retain reproduced copies of drawings and copies of other documents.

"Engineering documents, drawings, and specifications prepared by "ENGINEER" as part of the Services shall become the property of "OWNER" when "ENGINEER" has been compensated for all Services rendered, provided, however, that "ENGINEER" shall have the unrestricted right to their use. "ENGINEER" shall, however, retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of "ENGINEER".

"Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. "ENGINEER" makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern."

SECTION XV – POSTPONEMENT OR CANCELLATION OF THE CONTRACT

It is understood that the "OWNER" will have the right to suspend or cancel the work at any time.

- A. Postponement – Should the "OWNER", for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER", who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.
- B. Cancellation – Should the "OWNER", for any reason whatsoever, decide to cancel or terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER", who will immediately terminate the

work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings, and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid on a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed and for reasonable termination expenses.

SECTION XVII – MISCELLANEOUS PROVISIONS

1. Dispute resolution – Any dispute concerning a question of fact in connection with the work and having a financial value of \$10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than \$10,000 shall be subject to mediation in accordance with the Construction Industries Mediation Rules of the American Arbitration Association.
2. Responsibility for Claims and Liability – The "ENGINEER" shall save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S") negligent activities, or those subcontractors, its agents, or its employees during the time this contract is in force.

In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to their own fault.

3. General Compliance with Laws – The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "ENGINEER" shall be a professional "ENGINEER", licensed in the State of Arkansas.
4. "ENGINEER" Endorsement – The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.

5. Opinions of Cost and Schedule - Since "ENGINEER" has no control over the cost of labor, materials, or equipment furnished by others, or over the

resources provided by others to meet Project schedules, "ENGINEER'S" opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional "ENGINEER".

"ENGINEER" does not guarantee that proposals, bids, or actual Project costs will not vary from "ENGINEER's" cost estimates or that actual schedules will not vary from "ENGINEER's" projected schedules.

6. Waiver of Subrogation - The parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of the services. If the services extend to the construction phase of this Project, a similar provision shall be included in all construction contracts, subcontracts and supply agreements entered into by the "OWNER" and shall protect the "OWNER" and "ENGINEER" to the same extent.
7. No Consequential Damages - To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

SECTION XVIII – SUCCESSORS AND ASSIGNS

The "OWNER" and the "ENGINEER" each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement, except as above, neither the "OWNER" nor the "ENGINEER" shall assign, sublet or transfer its interest in this Agreement without written consent of the other except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party. Nothing herein shall be construed as creating any possible personal liability on the part of any officer or agent of any public body which may be party hereto.

SECTION XIX – COVENANT AGAINST CONTINGENT FEES

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the "ENGINEER", to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the "ENGINEER", any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the "OWNER" shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first herein written.

CITY OF FAYETTEVILLE

ENGINEER

By: _____
Mayor

Black & Veatch Corporation
Name of the Firm

By: Steven D. Phillips
Authorized Representative

ATTEST:

City Clerk

APPENDIX A - ENGINEERING COST BASIS

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

OWNER: City of Fayetteville, Arkansas
ENGINEERING FEE PREPARED BY: Black and Veatch Corporation
DATE: March 1, 2000
PROJECT NUMBER: 90104:9402

ITEM A AND B SERVICES (See attached work sheets)

TASK DESCRIPTIONS

100	Develop Wastewater Characteristics	
200	Evaluate Noland Plant Capacity	
300	Evaluate Nitrification Inhibition	
400	Estimate Sludge Quantities	
500	Evaluate Sludge Processing Alternatives	
	Estimate Cost for salary, payroll additive and general overhead	<u>\$61,675</u>
600	Evaluate Solids Handling and Disposal Alternatives	
	Estimate Cost for salary, payroll additive and general overhead	<u>\$78,868</u>
700	Facilities Assessment	
	Estimate Cost for salary, payroll additive and general overhead	<u>\$75,716</u>
800	Preliminary Design Report	
	Estimate Cost for salary, payroll additive and general overhead	<u>\$3,968</u>
	Administration, Meeting, and Coordination	
	Estimate Cost for salary, payroll additive and general overhead	<u>\$42,611</u>
	Total Estimated Cost for salary, payroll additive and general overhead	\$262,838
	Fixed Fee	39,426
	Reimbursable Expenses	<u>57,456</u>
	Total Not to Exceed Billings for Items A & B	\$359,720

ENGINEERING FEE ESTIMATE

OWNER: City of Fayetteville, Arkansas
ENGINEER: Black & Veatch Corporation
DATE: March 1, 2000
PROJECT NUMBER: 90104.9402

PROJECT DESCRIPTION: Paul Noland WWTP Improvements

ADMINISTRATION, MEETINGS, AND COORDINATION

ADMINISTRATION, MEETINGS, AND COORDINATION		PROJECT OFFICE										RESIDUALS GROUP						PROCESS GROUP				
LABOR COSTS	Title Work Code Prof level Total, hrs	PIC A 1810	PM A 0806	PE A 0806	DE A 0803	DE A 0802	TECH A 0406	OFF SER L 0206	*	DIR B 0806	PE B 0805	SE B 0803	Tech B 0406	OFF SER B 0206	*	DIR C 6	PE C 0805	SE C 0803	TECH C 0406	OFF SER C 0206		
Kick-off Meeting	36		16	16				4	*						*							
Coordination Meetings (5 meetings)	64		60					12	*						*		12					
Progress Meetings (4 meetings)	64		64						*						*							
Project Administration (9 months duration)									*						*							
Invoicing	27		18					9	*						*							
Progress reports	27	9	18					9	*						*							
Project Scheduling	12	9	8					4	*						*							
Filing and Records	100		20					80	*						*							
Public Meetings (3 Meetings in Fayetteville)	64		48					16	*						*							
Connection Fee Determination	0								*						*							
Proposal Coordination Meetings	80		32						*		32				*		16					
									*						*							
Total by Row, hrs	512								*						*							
Total by Col, hrs	512	18.00	284.00	16.00	0.00	0.00	0.00	134.00	*	0.00	32.00	0.00	0.00	0.00	*	0.00	28.00	0.00	0.00	0.00		
Salary Rate, \$ 2000		55.00	40.00	34.00	26.00	22.00	18.00	13.00	*	40.00	38.00	23.00	18.00	13.00	*	38.00	26.00	36.00	18.00	13.00		
Total Salary Cost by Labor Category		\$990	\$11,360	\$544	\$0	\$0	\$0	\$1,742		\$0	\$1,216	\$0	\$0	\$0		\$0	\$728	\$0	\$0	\$0		
Total Salary	\$16,580																					
Total Salary plus overheads @ 1.57	\$42,611																					

REIMBURSABLE EXPENSES	Unit	\$ per Unit	Quantity	Cost \$
General Expenses	per labor hr	7.50	512	\$3,840
Computer				
Autographics				
Photo Copies				
Parcel Post				
Long Dist Phone Calls				
Postage				
In house reproduction				
Supplies, Photographs, etc				
Scanning				
Travel Expenses				
Car Rental (14 trips @ two days per trip)	day	75	28	\$2,100
Meals (12 trips 1 person, 5 meals per trip)	ea	8	60	\$480
Meals (2 trips, 2 people, 10 meals per trip)	ea	8	20	\$160
Lodging (12 trips 1 person)	night	65	12	\$780
Lodging (2 trips, 2 people)	night	65	4	\$260
Total Reimbursable Expenses				\$7,620

SUMMARY				
Total Salary plus overheads				\$42,611
Total Reimbursable Expenses				\$7,620
Subcontractors				\$0
Subcontractor markup @ 5%				\$0
Subtotal				\$50,231
Fixed Fee @ 15% of Total Salary plus overheads				\$6,392
TOTAL COST ESTIMATE for PROJECT ADMINISTRATION, MEETINGS, & COORDINATION				\$56,622

ENGINEERING FEE ESTIMATE

OWNER: City of Fayetteville, Arkansas
ENGINEER: Black & Veatch Corporation
DATE: March 1, 2000
PROJECT NUMBER: 90104.9402

PROJECT DESCRIPTION: Paul Noland WWTP Improvements

PROJECT INVESTIGATIONS
TASKS 100, 200, 300, 400 and 500

LABOR COSTS	Title	Work Code Category Total, Hrs	PROCESS GROUP					
			Director Vice Pres	Sr. Process Specialists	Lead Process Engr	Staff Process Engr	Tech	
			1630 Johnson	0809 Barnard	0805 Cindy W-L	0802	0406	
Task 100 - Develop Wastewater Characteristics								
101	Scoping Meeting and collect data	12			12			
102	Analyze historical data	60	4		16		40	
103	Determine industrial characteristics and loads	32			16		16	
104	Determine university characteristics and loads	16			4		12	
105	Determine Notland Plant wastewater characteristics	18	2		8		8	
106	Determine Westside wastewater characteristics (by MWY)	0						
107	Prepare Technical Memorandum	0						
108	Discuss Findings at Progress Meeting	12			12			
109	Prepare for and attend one public information meeting	20			16		4	
Task 200 - Evaluate Notland Plant Capacity								
201	Develop Capacity matrix based on ww char	52	4		16		32	
202	Prepare Technical Memorandum	38			8		24	
203	Discuss Findings at Progress Meeting	12			12			
204	Prepare for and Attend Public Information Meeting	12			12			
Task 300 - Evaluate Nitrification Inhibition								
301	Review historical data	40	16		24			
302	Discuss nitrification inhibition with OMI	24	8		16			
303	Determine industry operation patterns	40			40			
304	Identify university functions which influence loads	12			12			
305	Modeling	48	8		40			
306	Prepare Technical Memorandum	54	4		4	40	6	
307	Discuss Findings at Progress Meeting	12			12			
308	Nitrification inhibition plan of action	20	4		16			
Task 400 - Estimate Sludge Quantities								
401	Determine sludge quantities for Notland	12			4		8	
		0						
Task 500 - Evaluate Sludge Processing Alternatives								
501	Evaluate aerobic digestion	36				12	24	
502	Evaluate anaerobic digestion	36				12	24	
503	Evaluate heat drying/dewatering	36				12	24	
504	Prepare report chapters for Task 600	44	4			16	16	
505	Discuss Findings at Progress Meeting	12				12		
Total by Row, hrs			710					
Total by Col, hrs			710	54	4	400	232	
Salary Rate \$/hr 2000			0	\$67	\$67	\$35	\$25	
Total Salary Cost by Labor Category				\$3,629	\$269	\$14,000	\$5,800	
Total Salary			\$23,998					
Total Salary plus overheads @ 1.57			\$61,675					

REIMBURSABLE EXPENSES	Unit	\$ per Unit	Quantity	Cost
General Expenses	Per labor hr	\$7.50	710	\$5,325
Computer				
Autographic				
Photo Copies				
Postage				
Long Distance Phone Calls				
Parcel Post				
In House Reproduction				
Supplies, Photographs, etc				
Scanning				
Travel Expenses (6 meetings) plus 1 public information meeting				
Car Rental (3 separate trips plus pin @ 2 days each)	day	\$75	8	\$600
Travel Meals	ea	\$8	40	\$320
Lodging	night	\$65	7	\$455
Total Reimbursable Expenses				\$6,700

SUMMARY	
Total Salary plus overheads	\$61,675
Total Reimbursable Expenses	\$6,700
Subcontractors	\$0
Subcontractor markup @ 5%	\$0
Subtotal	\$68,375
Fixed Fee @ 15% of Total Salary plus overheads	\$9,251
ESTIMATED COST for TASKS 100, 200, 300, 400 & 500	\$77,627

ENGINEERING FEE ESTIMATE

OWNER : City of Fayetteville, Arkansas
ENGINEER: Black & Veatch Corporation
DATE: March 1, 2000
PROJECT NUMBER: 90104.9402

PROJECT DESCRIPTION: Paul Noland WWTP Improvements

PROJECT INVESTIGATIONS

TASK 600 - EVALUATE SOLIDS HANDLING AND DISPOSAL ALTERNATIVES

LABOR COSTS	* Title Work Code Category Total hrs	RESIDUALS GROUP									
		Director 0806	PM 0806	QC 0806	Residuals Proj Engr 0805	Sr. Process Engr 0805	Process Engr 0803	Environ Scientist 0507	Staff Engr 0803	Tech 0304	Off Serv 0208
Coordination Meetings (2 Meetings)	32				32						
Prepare for and attend 1 public information meeting in Fayetteville	16				16						
601 Site Visit and Review of In-plant Solids Handling	32		0	0	16		16		0	0	0
602 Evaluation of Data and Reports	56		0	0	24		32		0	0	0
603 Establish Future Solids Quantities	8		0	0	8		0		0	0	0
604 Regulatory Evaluation	104		8	0	40		48	8	0	0	0
605 Screening Workshop	152		16	16	40		40	16	0	24	0
606 Markets/Outlets Assessment	16		0	0	16		0		0	0	0
607 Alternatives Evaluation	204	4	0	0	40	8	80	32	40	0	0
608 Results Workshop	64		16	0	16	8	8	16	0	0	0
609 Site Visits	44		0	0	0		40		0	0	4
610 Project Development Report	196	4	16	16	32		56	8	0	32	32
611 Prepare for and Attend Public Information Meeting	12				12						
Total by Row, hrs	924										
Total by Col, hrs	936	8	56	32	292	16	320	80	40	56	36
Salary Rate \$/hr 2000		\$55	\$40	\$55	\$35	\$35	\$30	\$40	\$28	\$18	\$15
Total Salary Cost by Labor Category		\$440	\$2,240	\$1,760	\$10,220	\$560	\$9,600	\$3,200	\$1,120	\$1,008	\$540
Total Salary	\$30,688										
Total Salary plus overheads @ 1.57	\$78,868										

REIMBURSABLE EXPENSES	Unit	\$ per Unit	Quantity	Cost \$
General Expenses	per labor hr	\$7.50	936	\$7,020
Computer				
Autographics				
Photo Copies				
Parcel Post				
Long Dist Phone Calls				
Postage				
In house reproduction				
Supplies, photographs				
Scanning				
Travel Expenses (4 client meetings, 2 coordination meetings)				
Car Rental (6 trips @ 2 days each)	per day	\$75	12	\$900
Meals (6 trips @ 2 days each)	ea	\$8	36	\$288
Airfare and Other Expense for Meeting with Regulators	ea	\$700	1	\$700
Airfare and Other Expense for Meeting with Unity	ea	\$700	1	\$700
Airfare and Other Expenses for Site Visits (2 trips)	ea	\$1,150	2	\$2,300
Total Reimbursable expenses				\$11,908

SUMMARY	
Total Salary plus overheads	\$78,868
Total Reimbursable Expenses	\$11,908
Subcontractors	\$20,000
Subcontractor markup @ 5%	\$1,000
Subtotal	\$111,776
Fixed Fee @ 15% of Total Salary plus overheads	\$11,830
ESTIMATED COST for TASK 600	\$123,606

114 YR: 1964-1, 1965
1966-1967, 1968-1969: 1964-1965

PROJECT DATA

1. Introduction

ENGINEERING FEE ESTIMATE

OWNER: City of Fayetteville, Arkansas
ENGINEER: Black & Veatch Corporation
DATE: March 1, 2000
PROJECT NUMBER: 90104.9402

PROJECT DESCRIPTION: Paul Noland WWTP Improvements

PROJECT INVESTIGATION

TASK 800 - PRELIMINARY DESIGN REPORT

TASK 800 - PRELIMINARY DESIGN REPORT			PROJECT OFFICE							
LABOR COSTS		Title Work Code Prof level Total, hrs		PIC A 1610	PM A 0806	PE A 0806	DE A 0803	DE A 0802	Tech A 0408	Off Serv A .0206
Task 800 - Preliminary Design Report		72				8	24		16	24
801 Consolidate Task 100 thru 700 information	*	*	*							
802 Prepare Draft Report	*	*	*							
803 Meet with Owner and Review Report	*	*	*							
805 Prepare Final Report	*	*	*							
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REIMBURSABLE EXPENSES	Unit	\$ per Unit	Quantity	Cost \$
General Expenses	per labor hr	\$7.50	72	\$540
Computer				
Autographics				
Photo Copies				
Parcel Post				
Long Dial Phone Calls				
Postage				
In house reproduction				
Supplies, Photographs, etc				
Scanning				
Travel Expenses				
Car Rental (1 Trip)	day	75	2	\$150
Meals (1 trip 1 person, 5 meals per trip)	ea	8	5	\$40
Lodging (1 trips 1 person)	night	65	1	\$65
Total Reimbursable Expenses				\$795

SUMMARY				
Total Salary plus overheads				\$3,968
Total Reimbursable Expenses				\$795
Subcontractors				\$0
Subcontractor markup @ 5%				\$0
Subtotal				\$4,763
Fixed Fee @ 15% of Total Salary plus overheads				\$595
ESTIMATED COST for PRELIMINARY DESIGN REPORT				\$5,358

APPENDIX B

PERSONNEL CLASSIFICATION AND SALARY RANGE

City of Fayetteville Agreement for Engineering Services

OWNER: City of Fayetteville
PREPARED BY: Black & Veatch Corporation
DATE: February 29, 2000
PROJECT NUMBER: 90104.9402

Classifications General Services 01

Level	Min.	Max.
01	\$6.29	\$11.00
02	\$8.31	\$13.00
03	\$9.58	\$15.00
04	\$11.02	\$17.00
05	\$12.46	\$19.00
06	\$14.37	\$23.00
07	\$15.92	\$26.00
08	\$17.88	\$29.00

Graphics 03

Level	Min.	Max.
01	\$6.75	\$12.00
02	\$8.19	\$14.00
03	\$9.63	\$17.00
04	\$11.13	\$20.00
05	\$13.04	\$24.00
06	\$15.69	\$29.00
07	\$18.81	\$37.00
08	\$21.69	\$45.00
09	\$18.35	\$45.00

Classifications Offices Services 02

Level	Min.	Max.
01	\$6.63	\$10.75
02	\$7.65	\$11.50
03	\$8.15	\$12.25
04	\$9.25	\$14.50
05	\$9.75	\$15.00
06	\$10.50	\$17.00
07	\$11.50	\$19.00
08	\$12.50	\$22.00

Technical Support 04

Level	Min.	Max.
01	\$7.50	\$12.00
02	\$8.77	\$14.00
03	\$10.04	\$17.00
04	\$11.65	\$20.00
05	\$13.44	\$24.00
06	\$15.63	\$27.00
07	\$18.17	\$32.00
08	\$21.46	\$39.00
09	\$24.52	\$48.00

PERSONNEL CLASSIFICATION AND SALARY RANGE (CONT.)

Specialized Staff 05

Level	Min.	Max.
01	\$12.00	\$20.00
02	\$14.13	\$23.00
03	\$16.38	\$28.00
04	\$18.92	\$33.00
05	\$21.87	\$39.00
06	\$25.27	\$47.00
07	\$29.19	\$55.00
08	\$33.69	\$66.00
09	\$29.48	\$66.00

Architecture 07

Level	Min.	Max.
01	\$12.12	\$19.00
02	\$13.67	\$22.00
03	\$15.52	\$26.00
04	\$17.83	\$30.00
05	\$20.19	\$34.00
06	\$22.85	\$40.00
07	\$25.85	\$47.00
08	\$29.25	\$54.00
09	\$26.19	\$54.00

Engineering 08

Level	Min.	Max.
01	\$15.92	\$25.00
02	\$17.65	\$29.00
03	\$19.50	\$33.00
04	\$22.04	\$39.00
05	\$24.92	\$45.00
06	\$28.21	\$50.00
07	\$32.48	\$55.00
08	\$36.12	\$70.00
09	\$32.94	\$70.00

Administrative Business 09

Level	Min.	Max.
01	\$10.21	\$17.00
02	\$12.12	\$20.00
03	\$14.60	\$24.00
04	\$17.19	\$29.00
05	\$20.65	\$35.00
06	\$24.92	\$43.00
07	\$30.00	\$54.00
08	\$36.92	\$68.00
09	\$45.35	\$86.00
10	\$55.00	\$100.00

Construction Management 10

Level	Min.	Max.
01	\$12.63	\$20.00
02	\$14.54	\$22.00
03	\$16.73	\$28.00
04	\$19.21	\$33.00
05	\$21.98	\$38.00
06	\$24.75	\$46.00
07	\$28.50	\$53.00
08	\$32.02	\$61.00
09	\$36.46	\$69.00
10	\$41.02	\$78.00

Information Science 11

Level	Min.	Max.
01	\$13.50	\$22.00
02	\$15.90	\$25.00
03	\$17.85	\$28.00
04	\$19.75	\$32.00
05	\$22.15	\$36.00
06	\$23.85	\$41.00
07	\$27.15	\$47.00
08	\$31.20	\$54.00

Executive Officer 16

Level	Min.	Max.
01	\$46.00	\$70.00
02	\$56.00	\$84.00
03	\$70.00	\$104.00
04	\$83.00	\$124.00
05	\$102.00	\$153.00
06	\$206.00	\$309.00

Information Technology 12

Level	Min.	Max.
01	\$9.25	\$14.00
02	\$10.25	\$16.00
03	\$11.25	\$18.00
04	\$13.25	\$21.00
05	\$14.75	\$26.00
06	\$18.25	\$29.00
07	\$22.15	\$35.00

APPENDIX C

SPECIAL SERVICES

City of Fayetteville Agreement for Engineering Services

OWNER: City of Fayetteville
PREPARED BY: Black & Veatch Corporation
DATE: February 29, 2000
PROJECT NUMBER: 90104.9402

Any Work requested by "OWNER" that is not included in one of the items listed in any other phase will be classified as "Special" services.

Special services shall include, but are not limited to:

1. Additional meetings with local, State or Federal agencies to discuss the Project.
2. Additional appearances at public hearings or before special boards.
3. Additional engineering Work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
4. Special consultants or independent professional associates requested or authorized by "OWNER".
5. Assistance with bid protests and rebidding.
6. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
7. Additions to an engineering report to update or revise original recommendations.
8. Revisions of design, drawings, and specifications arising from Value Engineering review which cause changes in the general scope, extent or character of the project, including but not limited to changes in size, complexity, "OWNER'S" schedule, character of construction, or method of financing.

9. Value Engineering reviews and services.
10. Provision, through a subcontract, of land and property surveys and property descriptions, including legal property description, as required by the project.
11. Provisions, through a subcontract, of the services of a land surveyor to set horizontal and vertical controls at the site and locate existing street, road highway, utility rights-of-way and critical property corners at the site and to provide additional records on rights-of-way and property information as required.
12. Provision, through a subcontract, of the services of a title company to prepare title reports on each parcel of property on which easements or rights-of-way are required or which is to be purchased.
13. Provision, through a subcontract, of the service of a land surveyor to prepare legal descriptions for the "OWNER'S" use in acquiring required property rights-of-way and easements.
14. Provisions, through a subcontract, of a qualified appraiser to appraise the property rights-of-way and easements to be acquired, and to meet and negotiate with the property "OWNER'S" involved.
15. Engineering assistance to "OWNER" in negotiation meetings and condemnation proceedings.
16. Provision, through a subcontract, of the necessary surveying to re-establish streets to preconstruction grade, and referencing and re-establishing land surveying monuments. In easement or right-of-way areas, marking the easement of right-of-way limits.
17. Provision, through a subcontract, of aerial photography as requested or approved by "OWNER".
18. Provision, through a subcontract, of photographs or videotapes of the construction site topographic and infrastructure features along pipelines or access roads prior to starting during construction and following completion of construction.
19. Provision, through a subcontract(s), of preliminary geotechnical services and reports.
20. Provision, through a subcontract during the Design Phase, of initial geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance on tests to be made and an initial

geotechnical report by a qualified geologist or geotechnical firm interpreting the data on the exploratory work and testing.

21. Provision, through a subcontract, after design has proceeded to the required stage, of a final geotechnical report and additional field Work as required.
22. An environmental assessment and/or environmental impact statement as requested by "OWNER" or required by review agencies.
23. Provision, through a subcontract, of a cultural resources or archaeological study and report on the construction site.
24. Provision, through a subcontract, of archaeological consultations regarding artifacts that may be uncovered during construction.
25. Provision, through a subcontract, of laboratory and field testing required during design, during construction, and of any special reports or studies on materials and equipment requested by "OWNER".
26. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
27. Conducting pilot plant studies and tests.
28. Visits to the construction site or to "OWNER'S" location in excess of the number of such trips and the associated time set forth in other phases.
29. Receiving wage rate information submitted by the Contractor and forward the information to "OWNER".
30. Preparation of a master construction schedule from individual schedules submitted by construction contractors, and coordination and resolution of conflicts with contractors' schedules.
31. Assistance in financially related transactions for the project.
32. Special reports requested by "OWNER" concerning facilities operation and personnel matters during the operation startup period.
33. Submittal, at the end of one year of operation of the facilities, of a report to "OWNER" either certifying that the plant complies with its NPDES permit or stating the reasons for noncompliance, including recommendations for placing the plant in compliance.
34. Where field conditions differ from the conditions indicated in the construction contract documents or soil boring reports, preparing sketches of construction

work for approval by "OWNER", to supplement the drawings and specifications as may be required; and providing redesign or relocation information if required by underground obstructions, utilities, or other conditions.

35. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor, and services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.
36. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
37. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the work within the construction contract time.
38. Services in connection with partial utilization of any part of the project by "OWNER" prior to Substantial Completion which requires the Resident Project Representative to work additional hours or requires employment of additional onsite personnel.
39. Evaluation of unusually complex or unreasonably numerous claims submitted by the Contractor or others in connection with the work.
40. Review and analysis of claims for differing subsurface and physical conditions submitted by the Contractor or others in connection with the work.
41. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. "OWNER'S" schedule, design, or character of construction.
 - c. Method of financing.
 - d. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond "ENGINEER'S" control.

Department Director	Date	New Item: <u>Yes</u> No
Admin Services Director	Date	Prev Ord/Res # _____
Mayor	Date	Orig. Contract # _____
		Orig. Contract Date _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

February 29, 2000

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director

Thru: Charles Venable, Public Works Director

Mayor Fred Hanna



Subject: Contract for Preliminary Engineering Services
Sewer Lines and Pump Station Improvements, White River Basin
Garver Engineers, Fayetteville

The City began the procedure of engineer selection in the late spring of 1999. The attachment to this memorandum outlines the selection process beginning in late May and ending in December of 1999.

The Selection Committee made the following engineer selections:

- 1) McGoodwin, Williams, and Yates of Fayetteville - Design services related to the new treatment plant on the west side of Fayetteville.
- 2) Black and Veatch of Kansas City, Missouri - Design services related to the improvements at the existing Noland Treatment Plant on the east side.
- 3) RJN and Associates of Dallas, Texas and McClelland Engineers of Fayetteville - Design services related to the sewage collection system.
- 4) Garver Engineers of Fayetteville - Design services related to the sewage collection system.

The Council, at its February 1 regular meeting, approved an engineering contract with RJN of Dallas, Texas for work associated with the development of design flows and sewer line and pump station improvements in the Illinois River Basin. The amount of the contract was a not to exceed figure of \$638,267.00.

Attached for your review and approval is an engineering contract with Garver Engineers of Fayetteville for services related to improvements to sewer lines and pump stations in the White River Watershed. The proposed contract provides for three separate work elements,

the Preliminary Design Report, the preparation of detailed plans and specifications, and observation/management services during construction. A cost and detailed scope of work is given for the preparation of the Preliminary Design Report only. The cost and detailed scope of work for the other two elements will be negotiated after completion of the Preliminary Design Report.

Scope of Work: The scope of work generally involves the planning of improvements to the sewer lines and pump stations within the White River Watershed. An outline of the scope of work is given below, the detailed scope of work is given in Appendix 1-A of the proposed contract.

1. Preliminary Design and Property Surveys - This involves the identification of properties and development of preliminary easement information, preliminary routing of new sewer lines, identification of areas of questionable grades, and odor control studies.
2. Evaluation of Existing Sewer Lines and Pump Stations - This includes the assessment of sewer lines and pump stations as it relates to existing and projected flows. This includes the examination of 7 major pump stations and 7 sewer interceptors.
3. Coordination with Other Engineers
4. Value Engineering Study - this involves an independent engineering review of the study.
5. Public Involvement - Coordination with the City and with the City's engineers on the public involvement phase of the work.
6. Coordination with the City of West Fork - Working with West Fork and their engineers to determine an appropriate tie-in location should a decision be made to accept wastewater from West Fork.
7. Preparation of the Final Design Report

Item No. 6 relates to the possibility that the City of West Fork will ask Fayetteville to accept wastewater from West Fork for treatment at some point in the future (after Fayetteville's project has been completed). West Fork has an existing plant, however, it will need to be upgraded and expanded in the relatively near future and they want to consider all alternatives open to them. The acceptance of wastewater from West Fork would be consistent with Fayetteville providing "regional" treatment to the area.

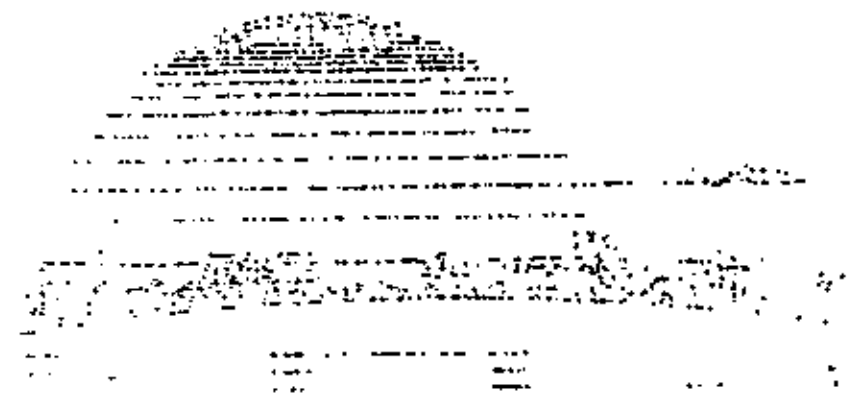
Cost of Services: The proposed not-to-exceed contract price is \$ 391,532.00. A breakdown of the price is:

1. Salary Expense	\$ 119,750.00
2. Overhead Costs (150%)	179,625.00
3. Fixed Fee, 15%	44,907.00
4. Expenses (includes subcontracts)	47,250.00
5. Total Cost (Not to Exceed)	\$ 391,532.00

The total cost given above will not be exceeded without a change order being approved which also amends the scope of work. Any additional costs for this portion of the work will be computed on the same basis as the prices given above. It should be pointed out that the costs given for each of the line items of work is an estimate only and that funds can be shifted between the various work items as long as the total cost does not go beyond the not-to-exceed figure given in the contract.

Staff Recommendation: The Staff believes the proposed contract price is reasonable and represents fair compensation in exchange for the work proposed to be furnished. Therefore, it is the recommendation of the Staff that the Council approve the proposed contract with Garver Engineers in the not-to-exceed amount of \$391,532.00.

City of Fayetteville



Wastewater Improvements Engineering Services Contract

GARVER | ENGINEERS

3810 FRONT ST., SUITE 10, FAYETTEVILLE, ARK., 72703

(501)527-9100; FAX# (501)527-9101

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this ____ day of _____ 2000, by and between the City of Fayetteville acting by and through its Mayor, hereinafter called the "OWNER," and with Garver Engineers, with offices located at 3810 Front Street, Suite #10, Fayetteville, hereinafter called the "ENGINEER".

WITNESSETH:

Whereas, the "OWNER" is planning to design wastewater improvements throughout the City of Fayetteville; and whereas the "OWNER'S" forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and whereas the "ENGINEER'S" staff is adequate and well qualified and it has been determined that its current work load will permit completion of the plans for the project on schedule;

Now, therefore, it is considered to be in the best public interest for the "OWNER" to obtain assistance of the "ENGINEER'S" organization in connection with said engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

SECTION I - EMPLOYMENT OF ENGINEER

The "OWNER" agrees to employ the "ENGINEER" to perform, and the "ENGINEER" agrees to perform, professional engineering services in connection with the project set forth in the Sections to follow; and the "OWNER" agrees to pay and the "ENGINEER" agrees to accept, as specified in the Sections to follow as full and final compensation for work accomplished in the specified time.

SECTION II - DESCRIPTION OF THE PROJECT

The project generally refers to the planning, design, and construction support services for improvements to designated wastewater lines and pump stations that will convey wastewater to the renovated Paul Noland Treatment Plant. The Preliminary Report Phase of the project will be limited to the lines and pump stations designated by the City in the east (White River) drainage basin. These improvements are generally located in the southeast half of Fayetteville and are identified in attached Exhibit A. The City may add additional lines and pump stations from the west drainage basin to this contract for the Design, Bidding, and Construction Phases.

SECTION III - INFORMATION & SERVICES

The "OWNER" will furnish any specifications, standards and other information which may relate to the project including GPS survey data. Aerial mapping data will be provided, free of charge, to the "ENGINEER" on magnetic media.

SECTION IV-A - SERVICES TO BE FURNISHED BY THE "ENGINEER" DURING "PRELIMINARY REPORT" PHASE

The scope of work to be performed during the Preliminary Report Phase is described in Appendix 1-A.

SECTION IV-B - SERVICES TO BE FURNISHED BY THE "ENGINEER" DURING "DESIGN" PHASE

The Engineer will furnish services under this section, which will be amended upon completion of the Preliminary Report Phase. The scope of work and cost for this phase have not yet been developed.

The project will be designed and constructed to meet water and sewer standards in accordance with the "OWNER'S" Water and Sewer, and other related Standards. Construction specifications shall be based on "Standard Specifications for Highway Construction Edition 1996 of the AHTD" and latest special provisions and City of Fayetteville Specifications relating to the design of this project. The design concept with regard to water and sewer relocations, geometric, detours, right-of-way, utility easements, and other related items shall be submitted by the "ENGINEER" (in the form of a Preliminary Engineering Assessment) and approved by the "OWNER" prior to beginning design work.

The "ENGINEER" shall provide all field survey data from field work for designing the project and this shall be tied to the "OWNER'S" GPS control network.

The "ENGINEER" shall be responsible for obtaining, interpreting and evaluating geotechnical or any other form of data necessary for the design of this project.

The "ENGINEER" shall conduct

The "ENGINEER" shall provide surveying, mapping, and related services as required to prepare Right-of-Way/Easement documents for the "OWNER'S" use in acquisition activities.

The "ENGINEER" shall furnish plans to all utility companies affected by the project and, if necessary, shall conduct a coordination meeting among all affected utility companies to enable them to coordinate efforts for the necessary utility relocations. This coordination meeting will take place at the City Engineer's office.

During the final "Design" phase of the project, the "ENGINEER" shall conduct final designs to

prepare construction plans and specifications including final construction details and quantities, special provisions, cost estimates, make final field inspection with "OWNER", make any needed plan changes as a result of the final field inspection and all other work required to advertise and receive bids.

Prior to the start of construction, the "ENGINEER" shall establish benchmark for elevation control and tie layout work to Fayetteville's GPS.

SECTION V - COORDINATION WITH "OWNER"

The Engineer will furnish services under this section, which will be amended upon completion of the Preliminary Report Phase. The scope of work and cost for this phase have not yet been developed.

The "ENGINEER" shall hold conferences throughout the design of the project with representatives of the "OWNER" to the end that the design, as perfected, shall have full benefit of the "OWNER'S" knowledge and be consistent with the current policies and construction practices of the "OWNER". The "OWNER" reserves the right to accept or reject any or all plans, but this stipulation will not relieve the "ENGINEER" of responsibility for the design of the project.

SECTION VI - OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses under this Agreement shall be made at the "OWNER'S" City Engineers office.

SECTION VII - CONCEPT AND PRELIMINARY SUBMISSION

The Engineer will furnish services under this section, which will be amended upon completion of the Preliminary Report Phase. The scope of work and cost for this phase have not yet been developed.

The "ENGINEER" shall submit two (2) sets of concept plans, two (2) sets of preliminary plans and three (3) sets of the final plans for field inspections.

SECTION VIII - FINAL SUBMISSION

The Engineer will furnish services under this section, which will be amended upon completion of the Preliminary Report Phase. The scope of work and cost for this phase have not yet been developed.

The final submission for the construction contract shall consist of the following:

- A. One (1) copy of all design calculations

- B. Three sets of final plans, contract documents and specifications
- C. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with AutoCAD Release 14 software.
- D. The estimated cost of construction and a detailed estimate of time in calendar days required for completion of the contract.

SECTION IX - ENGINEER RESPONSIBILITY DURING "BIDDING" AND "CONSTRUCTION" PHASES

The Engineer will furnish services under this section, which will be amended upon completion of the Preliminary Report Phase. The scope of work and cost for this phase have not yet been developed.

During the "Bidding" phase of the project, the "ENGINEER" shall provide all engineering and administrative services needed to obtain bids for the construction project, evaluate the bids, and consult with and advise the "OWNER" as to the acceptability of the best bidder.

During the "Construction" phase of work, the "ENGINEER" shall provide administrative and engineering services including resident construction inspection and observation services to determine whether the Contractor has met the requirements of the design plans and specifications. The "ENGINEER" shall review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and shall make a recommendation to the "OWNER" regarding payment.

SECTION X - SUBCONTRACTING

Subcontracting by the "ENGINEER" of any of the services provided herein shall require prior approval by the "OWNER". The Engineer may add a five percent fee to subcontract costs to cover the Engineer's administrative costs. For the Preliminary Report Phase, the Engineer has entered made agreements with Grubbs, Hoskyn, Barton, & Wyatt for geotechnical investigation and with McV, Inc. for video services.

SECTION XI - TIME OF BEGINNING AND COMPLETION

For the Preliminary Report Phase, the Engineer shall begin work under this Agreement within ten days of Notice to Proceed and complete the Preliminary Report Phase within 250 calendar days.

The "ENGINEER" shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the plans for the construction contract within _____ calendar days.

The above completion time is predicated upon the fact that the "OWNER" will cause to be processed approvals of interim work in an expeditious manner 15 days per submittal.

SECTION XII - FEES AND PAYMENTS

A.1 "Preliminary Report" Phase Services:

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of 150 % of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

1.	"Preliminary Report" Phase services:	\$299,375.00
2.	Fixed fee for "Preliminary Report" Phase services:	\$44,907.00
3.	Expenses:	\$47,250.00
4.	Engineering contract amount for "Preliminary Report" Phase services not to exceed:	\$391,532.00

The basis of this upper limit and justification for the fee is contained in Appendix "1-B" attached hereto. Subject to the City Council's approval, adjustment of the upper limit may be made should the "ENGINEER" establish and the "OWNER" agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the "OWNER" decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. The breakdown of costs between the various work tasks as given in Appendix "1-B" is shown for convenience and is not intended to set a maximum cost for any of the work tasks. Costs may be transferred from one work task to another as long as the maximum cost as given above is not exceeded.

Appendix "1-C" covers the classification of personnel and a salary rate range for all personnel to be assigned to this project by the "Engineer" during the Preliminary Report Phase.

Invoices shall be submitted to the City for payment on a monthly basis. The City will make every effort to pay such invoices within 30 days of the date the invoice is approved. However, payment within 30 days is not guaranteed, and the City will not be held liable for interest or late fees due to delayed or late payment. Final payment for Preliminary Report Phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Preliminary Report" Phase for the project.

A.2 "Design" Phase Services:

The Engineer will furnish services under this section, which will be amended upon completion of the Preliminary Report Phase. The scope of work and cost for this phase have not yet been developed.

For, and in consideration of, the services to be rendered by the "ENGINEER", the "OWNER" shall pay the "ENGINEER" on the basis of actual salary costs for work time directly connected with work chargeable to the project, plus payroll additives and general overhead costs of ____% of direct labor costs, plus direct reimbursable expenses associated with the project, plus a fixed fee which are payable as follows:

1. "Design" phase services, "surveying services"
and preparation of the Ownership Map/Utility Easements
Plan Costs not to exceed: _____
2. Fixed fee for "Design" services: _____
3. Engineering contract amount for "Design" phase
services not to exceed: _____

The basis of this upper limit and justification for the fee is contained in Appendix "A" attached hereto. Subject to the City Council's approval, adjustment of the upper limit may be made should the "ENGINEER" establish and the "OWNER" agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if the "OWNER" decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

Appendix "B" covers the classification of personnel and the salary rate for all personnel to be assigned to this project by the "Engineer."

Final payment for Design services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Design" phase for the project.

B. "Bidding" Phase Services:

The Engineer will furnish services under this section, which will be amended upon completion of the Preliminary Report Phase. The scope of work and cost for this phase have not yet been developed.

For "Bidding" phase services rendered by the "Engineer," the owner shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of ____% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed

fee which are as follows:

1. "Bidding" phase services costs not to exceed: _____
2. Fixed fee for "Bidding" services: _____
3. Engineering contract amount for "Bidding" phase services not to exceed _____

Final payment for "Bidding" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Bidding" phase of the project.

Final payment for "Bidding" phase services shall be made upon the "Owner's" approval and acceptance with satisfactory completion of the "Bidding" phase of the project.

C. "Construction" Phase Services:

The Engineer will furnish services under this section, which will be amended upon completion of the Preliminary Report Phase. The scope of work and cost for this phase have not yet been developed.

For "Construction" phase services rendered by the "ENGINEER," the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of _____% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

1. "Construction" phase services costs not to exceed: _____
2. Fixed fee for "Construction" phase services: _____
3. Engineering contract amount for "Construction" phase services not to exceed: _____

(based upon an assumed construction period not to exceed _____ days.)

The basis for this estimate is appendix C. The "ENGINEER" shall invoice the "OWNER" monthly for construction phase services, and the final payment for "Construction" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project.

D. "Geotechnical Investigation" Services:

This section will be amended upon completion of the Preliminary Report Phase. A not to

exceed amount for geotechnical investigative services has been included in the Preliminary Report Phase of this contract.

For geotechnical investigative services associated with design, the "OWNER" shall pay the "ENGINEER" on the basis of hourly rates and unit prices set forth in Appendix a fee, not to exceed \$ _____. The basis of this upper limit and justification for the fee is contained in Appendix __ attached hereto.

E. "Special" Services:

This section will be amended upon completion of the Preliminary Report Phase.

For "Special" services, such as preparation of detailed easements and/or construction staking, the "OWNER" shall pay the "ENGINEER" as follows:

1. For "Easement" preparation services, the "OWNER" shall pay the "ENGINEER" an estimated fee of \$ _____ with the final negotiated fee for easement preparation to be determined after the completion of an Ownership Map and Preliminary Engineering.
2. For "Construction Staking" services, if authorized in writing separately from this Agreement, the "ENGINEER" shall

This construction staking is to be performed by the "ENGINEER" one time only, with additional staking to be the responsibility of the Contractor. For this work, the "OWNER" shall pay the "ENGINEER" on the basis of actual salary cost for work time directly connected with construction staking, plus payroll additives and general overhead costs of _____ % of direct labor costs, plus direct reimbursable expenses, plus a fixed fee payable as follows:

- a) "Construction Staking" costs not to exceed: _____
- b) Fixed fee for "Construction Staking": _____
- c) Engineering contract amount for "Construction Staking" services not to exceed: _____

SECTION XIII - CHANGES

The "OWNER" may at any time, by written order, make changes within the general scope of the contract in the work and services to be performed. If any such change causes an increase or decrease

in the cost of, or the time required for, performance of this contract, an equitable increase or decrease shall be made in the upper limit contract amount, including fee or time of required performance, or both, and the contract shall be modified in writing accordingly.

Changes, modifications or amendments in scope, price, or fees to this contract shall not be allowed without a formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, price, or fees.

Any claim by the "ENGINEER" for adjustment under this clause must be asserted with thirty (30) days from the date of receipt by the "ENGINEER" of the notification of change, provided, however, that the "OWNER" if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION XVII MISCELLANEOUS PROVISIONS, (1) Dispute Resolutions. However, nothing in this clause shall excuse the "ENGINEER" from proceeding with the contract as changed.

SECTION XIV - OWNERSHIP OF DOCUMENTS

All documents, including original drawings, disks of CADD drawings and cross sections, estimates, specifications, field notes, and data are and remain the property of the "OWNER." The "ENGINEER" may retain reproduced copies of drawings and copies of other documents.

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

It is understood that the "OWNER" will have the right to suspend or cancel the work at any time.

- A. Postponement - Should the "OWNER," for any reason whatsoever, decide to postpone the work at any time, the "OWNER" will notify the "ENGINEER," who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.
- B. Cancellation - Should the "OWNER," for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER," who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items, whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid on a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

SECTION XVII - MISCELLANEOUS PROVISIONS

1. Dispute resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of \$10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville, whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than \$10,000 shall be subject to mediation.
2. Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S") activities, or those subcontractors, its agents, or its employees during the time this contract is in force.
3. General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "Engineer" shall be a professional engineer, licensed in the State of Arkansas.
4. Engineers Endorsement - The "ENGINEER" shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS

The "OWNER" and the "ENGINEER" each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement, except as above. Neither the "OWNER" nor the "ENGINEER" shall assign, sublet or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any possible personal liability on the part of any officer or agent of any public body which may be party hereto.

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the "ENGINEER", to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the "ENGINEER", any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the "OWNER" shall have the right to annul this contract without liability.

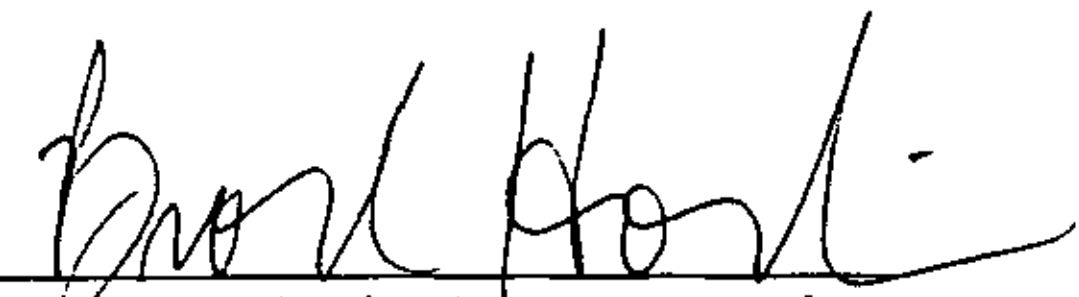
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first herein written.

CITY OF FAYETTEVILLE

ENGINEER

By: _____
Mayor

GARVER ENGINEERS

By: 
Authorized Representative

ATTEST:
City Clerk

ATTEST


APPENDIX 1-A

Garver Engineers

Fayetteville Wastewater Improvements

Preliminary Report Phase

1. Development of Scope Work

The pump stations included in the Preliminary Report Phase of the project are Nos. 13, 14, 15, 16, 17, 18, 19, and 21. The wastewater lines included in the Preliminary Report Phase of the project are shown on Exhibit A. The Preliminary Report Phase services also include time spent and expenses incurred by the Engineer prior to execution of this contract related to scope of work development and contract preparation for this project.

2. Preliminary Design and Property Surveys

Garver will accomplish preliminary surveys to ascertain those areas of questionable grade, to confirm grades for new mains, and to confirm important elevations. Selected pipeline routes will be examined for the easements needed and the properties affected. Preliminary easement information will be provided. Special attention will be required for the new alignment of wastewater line proposed for the Cato Springs Road area.

3. Evaluation of Existing Lines and Pump Stations and Future Demands on the System

Pump Station Evaluations

Garver will examine condition, capacity, and service characteristics of the pump stations. The odor control needs will be examined and research accomplished for recommendation of odor control provisions. Information will be gathered from the City and OMI. Garver will make every effort to avoid duplicating the efforts of gathering and/or developing information that has already been accomplished by others.

Pump Station No. 13

Pump Station No. 13 is located at 878 South Stonebridge Road near the intersection of Highway 16 and Highway 265 and pumps flow from the Crossover Road area into the 36-inch force main to the Paul Noland Treatment Plant. This station is the "can" type, operating at 480 volts, and experiences problems due to inflow and infiltration during wet weather. Tasks include:

1. Obtain existing information from City concerning design drawings, survey data, easement data, pump data, electrical and other utility data, etc.
2. Perform a field inspection of pump station and appurtenances.
3. Examine site and station adequacy to handle predicted flows from data provided by RJN.

4. Using obtained data and projected flows, perform a cost analysis for rehabilitating pump station versus new station concept.
5. Examine any existing and potential pump station odors by testing of pump station vent gases and flow into the stations.

Pump Station No. 14

Pump Station No. 14 is located at 1820 South Armstrong just south of the Happy Hollow Pump Station (No. 21) and pumps flow from the industrial park area to Pump Station No. 21. This station is the "building" type, operating at 230 volts, and currently has no major problems. Tasks include:

1. Obtain existing information from City concerning design drawings, survey data, pump data, electrical and other utility data, etc.
2. Perform a field inspection of pump station and appurtenances.
3. Examine site and station adequacy to handle predicted flows from data provided by RJN.
4. Using obtained data and projected flows, perform a cost analysis for rehabilitating pump station versus new station concept. Evaluate the feasibility of an equalization basin.
5. Examine any existing and potential pump station odors by testing of pump station vent gases and flow into the stations.
6. As part of evaluation for an equalization basin, determine wetlands designated areas from USGS maps, Soil Surveys, Nationals Wetlands maps, and local contact with Corps of Engineers. Examine any wetlands permitting requirements and cost impacts of construction needs in delineated wetlands areas.

Pump Station No. 15

Pump Station No. 15 is located at 203 East 29th Circle on South Mountain. This station is the "building" type and operates at 240 volts. This station experiences major problems due to old, inadequate pumps.

1. Obtain existing information from City concerning design drawings, survey data, easement data, pump data, electrical and other utility data, etc.
2. Perform a field inspection of pump station and appurtenances.
3. Examine site and station adequacy to handle predicted flows from data provided by RJN.
4. Using obtained data and projected flows, perform a cost analysis for rehabilitating pump station versus new station concept.

5. Examine any existing and potential pump station odors by testing of pump station vent gases and flow into the stations.

Pump Station No. 16

Pump Station No. 16 is located at 3917 South McCollum Road near the north end of Drake Field.

This station is the "building" type, operating at 240 volts, and has no major problems.

1. Obtain existing information from City concerning design drawings, survey data, easement data, pump data, electrical and other utility data, etc.
2. Perform a field inspection of pump station and appurtenances.
3. Examine site and station adequacy to handle predicted flows from data provided by RJN.
4. Using obtained data and projected flows, perform a cost analysis for rehabilitating pump station versus new station concept.
5. Examine any existing and potential pump station odors by testing of pump station vent gases and flow into the stations.

Pump Station No. 18

Pump Station No. 18 is located at 202 North Sandy (Greenland) near the south end of Drake Field and pumps flow from the Greenland area to a gravity line which flows to Pump Station No. 16. This station is the "can" type, operating at 240 volts, and has no major problems. Tasks include:

1. Obtain existing information from City concerning design drawings, survey data, pump data, electrical and other utility data, etc.
2. Perform a field inspection of the pump station and appurtenances.
3. Examine site and station adequacy to handle predicted flows from data provided by RJN.
4. Using obtained data and projected flows, perform a cost analysis for rehabilitating pump station versus new station concept.
5. Examine any existing and potential pump station odors by testing of pump station vent gases and flow into the stations.

Pump Station No. 19

Pump Station No. 19 is located at 933 South Mallywagnon Road and pumps flow from the Highway 16/Lake Sequoyah Drive area to the 36-inch force main to the Paul Noland Treatment Plant. This station is a "can" type, operating at 240 volts, and has no major problems. Tasks include:

1. Obtain existing information from City concerning design drawings, survey data, pump data, electrical and other utility data, etc.
2. Perform a field inspection of the pump station and appurtenances.
3. Examine site and station adequacy to handle predicted flows from data provided by RJN.
4. Using obtained data and projected flows, perform a cost analysis for rehabilitating pump station versus new station concept.
5. Examine any existing and potential pump station odors by testing of pump station vent gases and flow into the stations.

Pump Station No. 21 (Happy Hollow Pump Station)

Pump Station No. 21 is located at 1687 Happy Hollow Road. The pump station currently has submersible centrifugal pumps in a wet-pit configuration but can also utilize gravity flow during low flow conditions. This pump station serves the industrial park area as well as the remaining pump stations and sewers in the White River drainage basin area and pumps flow in a 36-inch line to the Paul Noland Treatment Plant. This station operates at 480 volts and experiences overflow problems. Tasks include:

1. Obtain existing information from City concerning design drawings, survey data, pump data, electrical and other utility data, etc.
2. Perform a field inspection of the pump station and appurtenances.
3. Examine site and station adequacy to handle predicted flows from data provided by RJN.
4. Using obtained data and projected flows, perform a cost analysis for rehabilitating pump station versus new station concept. Evaluate the feasibility of providing an equalization basin.
5. Examine any existing and potential pump station odors by testing of pump station vent gases and flow into the stations.
6. As part of evaluation for an equalization basin, determine wetlands designated areas from USGS maps, Soil Surveys, National Wetlands maps, and local contact with Corps of

Engineers. Examine any wetlands permitting requirements and cost impacts of construction needs in delineated wetlands areas.

Sewer Line Examinations

Existing sewer lines will be examined for capacity and existing condition. Information will be gathered from the City and OMI. Industrial Park and West Fork flows will be evaluated. Proposed improvements will be evaluated based on 20 to 50-year projections, and recommendations will be based on economics/constructability. Sewer line capacities will be based on flow information provided by RJN. Garver will make every effort to avoid duplicating the efforts of gathering and/or developing information that has already been accomplished by others.

Highway 16/Lake Sequoyah Drive Area Sewer Service Line (Line 1)

This sewer line flows to Pump Station No. 19 and will be evaluated for replacement. Tasks include:

1. Obtain information from City concerning design drawings, line profiles, etc.
2. Examination of line route including determination of existing utilities, easements, service line locations, and accessibility for construction.
3. Examination of line constructability including geotechnical survey of related soils and terrain.
4. Determine line size based on information from RJN for 20 and 50-year projections.
5. Examine any existing and potential odors by testing manhole and air release valve locations and from flow analysis.
6. Determine wetlands designated areas from USGS maps, Soil Surveys, Nationals Wetlands maps, and local contact with Corps of Engineers. Examine any wetlands permitting requirements and cost impacts of construction needs in delineated wetlands areas.

Crossover Road Area Sewer Service Line (Line 2)

This sewer line flows to Pump Station No. 13 and will be evaluated for replacement. Tasks include:

1. Obtain information from City concerning design drawings, line profiles, etc.
2. Examination of line route including determination of existing utilities, easements, service line locations, and accessibility for construction.
3. Examination of line constructability including geotechnical survey of related soils and

terrain.

4. Determine line size based on information from RJN for 20 and 50-year projections.
5. Examine any existing and potential odors by testing manhole and air release valve locations and from flow analysis.
6. Determine wetlands designated areas from USGS maps, Soil Surveys, Nationals Wetlands maps, and local contact with Corps of Engineers. Examine any wetlands permitting requirements and cost impacts of construction needs in delineated wetlands areas.

Happy Hollow Road Sewer Service Line (Line 3)

This sewer line flows to Pump Station No. 21 and will be evaluated for replacement. Tasks include:

1. Obtain information from City concerning design drawings, line profiles, etc.
2. Examination of line route including determination of existing utilities, easements, service line locations, and accessibility for construction.
3. Examination of line constructability including geotechnical survey of related soils and terrain.
4. Determine line size based on information from RJN for 20 and 50-year projections.
5. Examine any existing and potential odors by testing manhole and air release valve locations and from flow analysis.
6. Determine wetlands designated areas from USGS maps, Soil Surveys, Nationals Wetlands maps, and local contact with Corps of Engineers. Examine any wetlands permitting requirements and cost impacts of construction needs in delineated wetlands areas.

21-Inch and 30-Inch Parallel Infrastructure Sewer Service Line (Line 4)

These sewer lines flow to Pump Station No. 21 and will be evaluated for replacement. Tasks include:

1. Obtain information from City concerning design drawings, line profiles, etc.
2. Examination of line route including determination of existing utilities, easements, service line locations, and accessibility for construction.
3. Examination of line constructability including geotechnical survey of related soils and terrain.

4. Determine line size based on information from RJN for 20 and 50-year projections.
5. Examine any existing and potential odors by testing manhole and air release valve locations and from flow analysis.
6. Determine wetlands designated areas from USGS maps, Soil Surveys, Nationals Wetlands maps, and local contact with Corps of Engineers. Examine any wetlands permitting requirements and cost impacts of construction needs in delineated wetlands areas.

Infrastructure Sewer Service Line North Through Walker Park up to Dickson Street (Line 5)

This sewer line flows from the downtown area south through Walker Park and will be evaluated for rehabilitation and/or replacement. Tasks include:

1. Obtain information from City concerning design drawings, line profiles, etc.
2. Evaluate options for replacing and/or rehabilitating the line or portions of the line.
3. Examination of line route including determination of existing utilities, easements, service line locations, and accessibility for construction. A significant amount of flow will be taken out of this line when the flow from the North Street Pump Station (No.8) is diverted to the Illinois River Basin. A new alignment will be considered for portions of this line. Some portions of this line may be abandoned.
4. Examination of line constructability including geotechnical survey of related soils and terrain.
5. Determine line size based on information from RJN for 20 and 50-year projections.
6. Examine any existing and potential odors by testing manhole and air release valve locations and from flow analysis.
7. Determine wetlands designated areas from USGS maps, Soil Surveys, Nationals Wetlands maps, and local contact with Corps of Engineers. Examine any wetlands permitting requirements and cost impacts of construction needs in delineated wetlands areas.

Cato Springs Road Sewer Service Line (Line 6)

This is a new sewer service line to serve the Cato Springs Road area. Tasks include:

1. Obtain information from City concerning service area.
2. Examination of line route alternatives including property acquisition requirements, methods/locations for crossing I-540 and the railroad, determination of existing utilities, easements, service line locations, and accessibility for construction.

3. Examination of line constructability including geotechnical survey of related soils and terrain.
4. Determine line size based on information from RJN for 20 and 50-year projections.
5. Examine any existing and potential odors by testing manhole and air release valve locations and from flow analysis.
6. Determine wetlands designated areas from USGS maps, Soil Surveys, Nationals Wetlands maps, and local contact with Corps of Engineers. Examine any wetlands permitting requirements and cost impacts of construction needs in delineated wetlands areas.

Force Main from Pump Station 21 to the Noland Plant (Line 7)

This is an existing 36-inch force main that transports wastewater from the White River Basin (from Pump Station No. 21) to the Noland Plant. Tasks include:

1. Obtain information from City concerning design drawings, line profiles, etc.
2. Evaluate options for replacing and/or supplementing and rehabilitating the line. The City has determined that the condition of this line is not acceptable if it continues to carry pumped flow. If this line can be a gravity line after flows are diverted to the West Plant, it may be permitted to remain in place for a specified time period. If the line needs to carry pumped flow, one viable option will be to construct a new line parallel to the existing 36-inch line and then rehabilitate or replace the existing line after flows can be diverted. The timing of the improvements will also be evaluated. It may be more cost effective to wait until some of the flow is diverted to the new West Plant before implementing the improvements to this line.
3. Examination of line route including determination of existing utilities, easements, service line locations, and accessibility for construction.
4. Examination of line constructability including geotechnical survey of related soils and terrain.
5. Determine line size based on information from RJN for 20 and 50-year projections.
6. Examine any existing and potential odors by testing manhole and air release valve locations and from flow analysis. The City has reported odor control problems from this line.
7. Determine wetlands designated areas from USGS maps, Soil Surveys, Nationals Wetlands maps, and local contact with Corps of Engineers. Examine any wetlands permitting requirements and cost impacts of construction needs in delineated wetlands areas.

4. Report with Recommendations and Cost Estimates

Garver will prepare a report that will detail the results of the evaluations of the pump stations and sewer lines and give recommendations for improvements. An extensive effort will be made to provide reasonable construction cost estimates for the recommended improvements. Technical memorandums that are developed during the Preliminary Report Phase will be included in the report.

- Prepare draft report and exhibits of recommended alternatives.
- Submit for City review.
- Prepare and submit 10 copies of Preliminary Design Report.

5. Coordination with RJN, Black & Veatch, and MWY

Garver will work with the other consultants to insure recommendations in the report will integrate with the other consultants' recommendations.

- Two meetings with RJN concerning updated flow model of area requirements.
- Two meetings with Black & Veatch concerning pumped flows expected to plant and influent infrastructure needs at plant.
- Two meetings with MWY concerning sludge transport possibility through existing/upgraded sewers and any other design requirements.

6. Value Engineering Study

A design team within the Garver organization but not directly associated with this project will conduct a value engineering study of the recommendations for design. The conclusions of this study will be presented in our preliminary report.

- Assign review team.
- Accomplish review - prepare report detailing review results.
- Discuss results with City staff for decision to include/exclude recommendations.
- Present conclusions in report.

7. Coordination Meetings and Presentations

Garver will prepare for and participate in periodic and special meetings.

- Three public meetings.
- One Water and Sewer Committee meeting.
- City staff meetings as required.
- Meetings with ADH and AHTD as required

8. Coordination with West Fork

Garver will coordinate with West Fork for an appropriate tie-in location to the Fayetteville system. West Fork will be responsible for hiring a consultant to study/design a transmission system from West Fork. Garver will coordinate with West Fork for the tie-in location, evaluate the design flows submitted by West Fork, and participate in a coordination meeting with the City of Fayetteville.

APPENDIX 1-B
PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE, ARKANSAS
FAYETTEVILLE WASTEWATER IMPROVEMENTS
PRELIMINARY REPORT PHASE

HOURLY RATE WORK

WORK TASK DESCRIPTION	(Estimated Manhours)												Total Labor
	Senior Project Manager hr	Project Manager hr	Senior Project Engineer hr	Project Engineer hr	Senior Design Engineer hr	Design Engineer hr	Project Surveyor hr	Environ- mental Scientist hr	Senior Tech./ Draftsman hr	Tech. / Draftsman hr	Clerical hr	Survey Crew hr	
1. Development of Scope Work	48	48	0	12	0	40	0	0	0	12	6	0	\$4,799.00
2. Preliminary Design and Property Surveys	2	30	0	40	0	80	30	0	0	60	40	100	\$9,613.50
1. Preliminary Design Surveys	2	10	0	20	0	20	10	0	0	20	40	60	\$4,573.50
2. Preliminary Property Surveys/Research	4	40	0	60	0	100	40	0	0	80	80	160	\$14,187.00
Subtotal													
3. Evaluation of Existing Lines and Pump Stations and Future Demands on the System													
Pump Station No. 13													
1. Obtain existing information from the City.	0	0	1	2	0	4	2	0	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	8	4	0	1	2	1	0	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	18	0	0	0	0	1	0	\$713.50
4. Cost analysis.	2	2	4	6	0	20	0	0	0	0	1	0	\$852.00
5. Odor control investigation.	1	1	2	2	0	6	0	4	0	0	1	0	\$402.50
Pump Station No. 14													
1. Obtain existing information from the City.	0	0	1	2	0	4	2	0	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	8	4	0	1	2	1	0	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	18	0	0	0	0	1	0	\$713.50
4. Cost analysis.	2	2	4	6	0	20	0	0	0	0	1	0	\$852.00
5. Odor control investigation.	1	1	2	2	0	6	0	4	0	0	1	0	\$402.50
Pump Station No. 15													
1. Obtain existing information from the City.	0	0	1	2	0	4	2	0	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	8	4	0	1	2	1	0	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	18	0	0	0	0	1	0	\$713.50
4. Cost analysis.	2	2	4	6	0	20	0	0	0	0	1	0	\$852.00
5. Odor control investigation.	1	1	2	2	0	6	0	4	0	0	1	0	\$402.50
Pump Station No. 16													
1. Obtain existing information from the City.	0	0	1	2	0	4	2	0	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	8	4	0	1	2	1	0	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	18	0	0	0	0	1	0	\$713.50
4. Cost analysis.	2	2	4	6	0	20	0	0	0	0	1	0	\$852.00
5. Odor control investigation.	1	1	2	2	0	6	0	4	0	0	1	0	\$402.50
Pump Station No. 17													
1. Obtain existing information from the City.	0	0	1	2	0	4	2	0	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	8	4	0	1	2	1	0	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	18	0	0	0	0	1	0	\$713.50
4. Cost analysis.	2	2	4	6	0	20	0	0	0	0	1	0	\$852.00
5. Odor control investigation.	1	1	2	2	0	6	0	4	0	0	1	0	\$402.50
Pump Station No. 18													
1. Obtain existing information from the City.	0	0	1	2	0	4	2	0	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	8	4	0	1	2	1	0	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	18	0	0	0	0	1	0	\$713.50
4. Cost analysis.	2	2	4	6	0	20	0	0	0	0	1	0	\$852.00
5. Odor control investigation.	1	1	2	2	0	6	0	4	0	0	1	0	\$402.50
Pump Station No. 19													
1. Obtain existing information from the City.	0	0	1	2	0	4	2	0	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	8	4	0	1	2	1	0	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	18	0	0	0	0	1	0	\$713.50
4. Cost analysis.	2	2	4	6	0	20	0	0	0	0	1	0	\$852.00
5. Odor control investigation.	1	1	2	2	0	6	0	4	0	0	1	0	\$402.50
Pump Station No. 20													
1. Obtain existing information from the City.	0	0	1	2	0	4	2	0	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	8	4	0	1	2	1	0	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	18	0	0	0	0	1	0	\$713.50
4. Cost analysis.	2	2	4	6	0	20	0	0	0	0	1	0	\$852.00
5. Odor control investigation.	1	1	2	2	0	6	0	4	0	0	1	0	\$402.50
Pump Station No. 21													
1. Obtain existing information from the City.	0	0	1	2	0	4	2	0	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	8	4	0	1	2	1	0	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	18	0	0	0	0	1	0	\$713.50
4. Cost analysis.	2	2	4	6	0	20	0	0	0	0	1	0	\$852.00
5. Odor control investigation.	1	1	2	2	0	6	0	4	0	0	1	0	\$402.50

Pump Station No. 21													
1. Obtain existing information from the City.	0	0	1	2	0	0	4	2	0	0	0	0	\$206.50
2. Inspection of pump station and appurtenances.	1	1	1	4	0	0	8	4	0	1	2	1	\$520.10
3. Site examination and station adequacy.	1	2	2	6	0	0	18	0	0	0	0	1	\$713.50
4. Cost analysis.	2	2	4	6	0	0	20	0	0	0	0	1	\$852.00
5. Odor control investigation.	1	1	2	2	0	0	6	0	4	0	0	1	\$402.50
6. Wetlands evaluation.	1	1	2	2	0	0	2	2	2	0	0	0	\$302.00
Sewer Line Examinations													
Highway 161 Lake Sequoyah Drive Area Sewer Service Line (Line 1)													
1. Obtain existing information from the City.	0	0	1	1	0	0	4	2	0	0	0	2	\$204.50
2. Examination of line route.	1	2	2	4	0	0	16	8	0	1	3	0	\$846.35
3. Examination of line constructability including geotechnical survey.	2	2	2	4	0	0	18	2	0	0	0	0	\$689.50
4. Determine line size based on 20 and 50-year projections.	2	2	6	12	0	0	36	0	0	0	0	3	\$1,430.00
5. Odor control investigation.	1	1	1	5	0	0	6	0	5	0	0	0	\$456.50
6. Wetlands evaluation.	1	1	1	2	0	0	4	3	0	0	0	0	\$297.25
Crossover Road Area Sewer Service Line (Line 2)													
1. Obtain existing information from the City.	0	0	1	1	0	0	4	2	0	0	0	2	\$204.50
2. Examination of line route.	1	2	2	4	0	0	16	8	0	1	3	0	\$846.35
3. Examination of line constructability including geotechnical survey.	2	2	2	4	0	0	18	2	0	0	0	0	\$689.50
4. Determine line size based on 20 and 50-year projections.	2	2	6	12	0	0	36	0	0	0	0	3	\$1,430.00
5. Odor control investigation.	1	1	1	5	0	0	6	0	5	0	0	0	\$456.50
6. Wetlands evaluation.	1	1	1	2	0	0	4	3	0	0	0	0	\$297.25
Happy Hollow Road Sewer Service Line (Line 3)													
1. Obtain existing information from the City.	0	0	1	1	0	0	4	2	0	0	0	2	\$204.50
2. Examination of line route.	1	2	2	4	0	0	16	8	0	1	3	0	\$846.35
3. Examination of line constructability including geotechnical survey.	2	2	2	4	0	0	18	2	0	0	0	0	\$689.50
4. Determine line size based on 20 and 50-year projections.	2	2	6	12	0	0	36	0	0	0	0	3	\$1,430.00
5. Odor control investigation.	1	1	1	5	0	0	6	0	5	0	0	0	\$456.50
6. Wetlands evaluation.	1	1	1	2	0	0	4	3	0	0	0	0	\$297.25
21-Inch and 30-Inch Parallel Infrastructure Sewer Service Line (Line 4)													
1. Obtain existing information from the City.	0	0	1	1	0	0	6	3	0	0	0	3	\$280.75
2. Examination of line route.	1	3	3	6	0	0	24	12	0	1	4	0	\$1,231.60
3. Examination of line constructability including geotechnical survey.	2	3	3	6	0	0	24	3	0	0	0	0	\$996.25
4. Determine line size based on 20 and 50-year projections.	2	3	9	18	0	0	48	0	0	0	0	4	\$1,988.00
5. Odor control investigation.	1	1	1	7	0	0	9	0	7	0	0	0	\$613.25
6. Wetlands evaluation.	1	1	1	3	0	0	6	4	0	0	0	0	\$386.50
Infrastructure Sewer Service Line North Through Walker Park up to Dickson Street (Line 5)													
1. Obtain existing information from the City.	0	0	2	2	0	0	8	4	0	0	0	4	\$409.00
2. Evaluate options for replacing and/or rehabilitating the line.	3	3	4	12	0	0	48	4	0	0	1	2	\$1,799.25
3. Examination of line route.	2	4	4	8	0	0	32	16	0	2	6	0	\$1,692.70
4. Examination of line constructability including geotechnical survey.	4	4	4	8	0	0	32	4	0	0	0	0	\$1,379.00
5. Determine line size based on 20 and 50-year projections.	4	4	12	12	0	0	40	0	0	0	0	6	\$1,860.00
6. Odor control investigation.	2	2	2	8	0	0	12	0	9	0	0	0	\$844.00
7. Wetlands evaluation.	2	2	2	4	0	0	8	6	0	0	0	0	\$594.50
Cain Springs Road Sewer Service Line (Line 6)													
1. Obtain existing information from the City.	0	0	2	2	0	0	8	4	0	0	0	4	\$409.00
2. Examination of line route.	2	4	4	8	0	0	32	16	0	2	6	0	\$1,692.70
3. Examination of line constructability including geotechnical survey.	4	4	4	8	0	0	32	4	0	0	0	0	\$1,379.00
4. Determine line size based on 20 and 50-year projections.	4	4	12	12	0	0	40	0	0	0	0	6	\$1,860.00
5. Odor control investigation.	2	2	2	8	0	0	12	0	9	0	0	0	\$844.00
6. Wetlands evaluation.	2	2	2	4	0	0	8	6	0	0	0	0	\$594.50

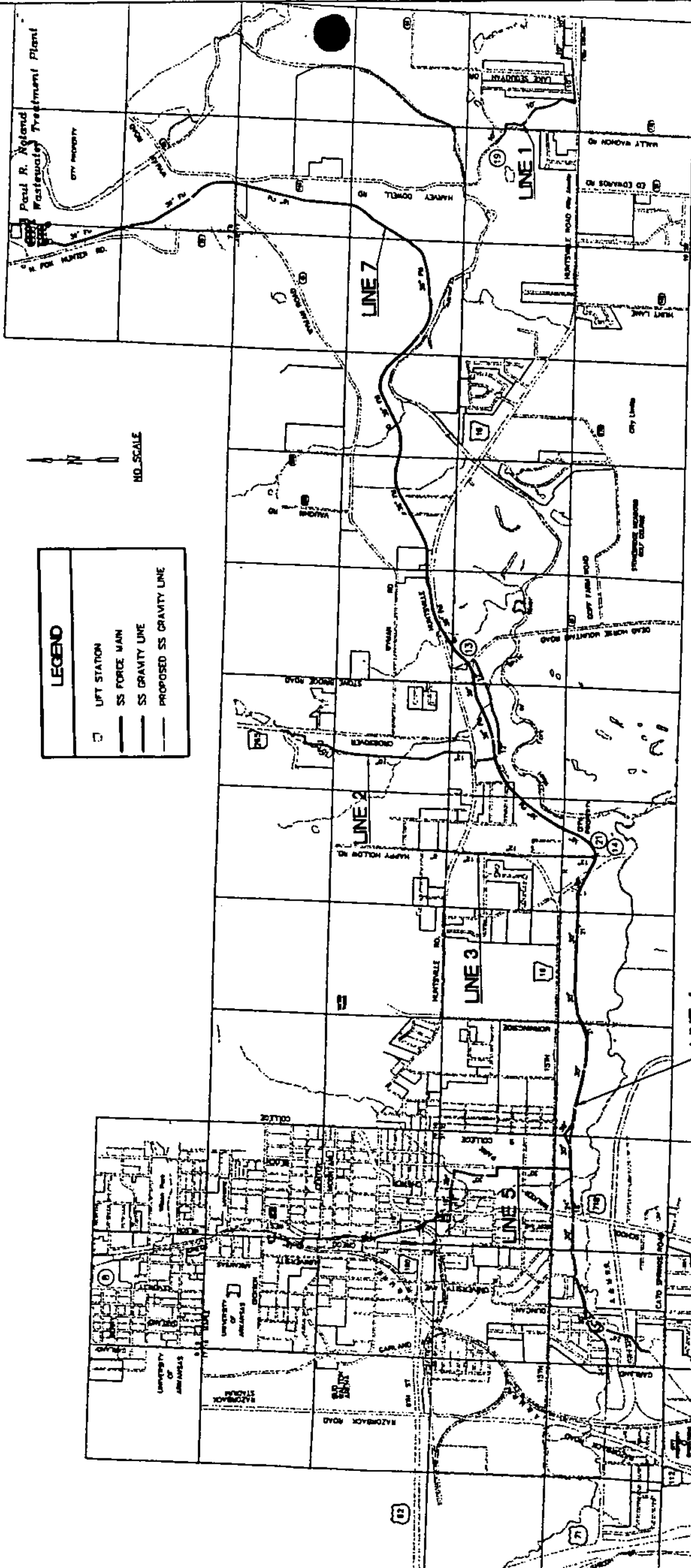
Force Main from Pump Station 21 to the Noland Plant (Line 7)														
1. Obtain existing information from the City.	0	0	1	1	0	0	4	3	0	0	0	3	0	\$236.25
2. Evaluate options for replacing and/or rehabilitating the line.	3	3	3	10	0	0	24	1	0	0	0	1	0	\$1,099.75
3. Examination of line route.	1	3	3	6	0	0	24	12	0	1	4	0	0	\$1,231.60
4. Examination of line constructability including geotechnical survey.	3	3	3	6	0	0	24	3	0	0	0	0	0	\$1,034.25
5. Determine line size based on 20 and 50-year projections.	3	3	9	12	0	0	26	0	0	0	0	4	0	\$1,372.50
6. Odor control investigation.	1	1	1	7	0	0	9	0	8	0	0	0	0	\$634.25
7. Wetlands evaluation.	1	1	1	3	0	0	6	4	0	0	0	0	0	\$386.50
Subtotal	108	128	208	424	0	0	1220	200	80	16	44	80	0	\$59,115.60
4. Report with Recommendations and Cost Estimates														
1. Prepare draft report and exhibits of recommended alternatives.	40	40	20	32	0	0	60	36	0	10	30	20	0	\$7,133.50
2. Submit for City review.	2	5	2	4	0	0	10	0	0	3	8	4	0	\$849.30
3. Finalize cost estimates for recommended alternatives.	20	30	40	40	0	0	60	0	0	0	0	0	0	\$5,135.00
4. Prepare and submit 10 copies of Preliminary Design Report.	2	5	2	4	0	0	10	0	0	3	6	20	0	\$992.80
Subtotal	64	80	64	80	0	0	140	36	0	16	44	44	0	\$14,110.60
5. Coordination with R/JN, Black & Veatch, and MWY														
1. Two meetings with R/JN.	30	30	0	16	0	0	32	0	0	0	0	0	0	\$3,196.00
2. Two meetings with Black & Veatch.	20	20	0	14	0	0	28	0	0	0	0	0	0	\$2,359.00
3. Two meetings with MWY.	10	10	0	10	0	0	20	0	0	0	0	0	0	\$1,385.00
Subtotal	60	60	0	40	0	0	80	0	0	0	0	0	0	\$6,940.00
6. Value Engineering Study														
1. Assign review team.	1	2	0	0	0	0	0	0	0	0	0	0	0	\$102.00
2. Accomplish review - prepare report detailing review results.	2	24	0	48	0	0	24	0	0	0	0	0	0	\$2,530.00
3. Discuss results with City staff.	4	8	0	8	0	0	4	0	0	0	0	0	0	\$689.00
4. Present conclusions in report.	1	6	0	24	0	0	12	0	0	0	0	0	0	\$1,073.00
Subtotal	8	40	0	80	0	0	40	0	0	0	0	0	0	\$4,394.00
7. Coordination Meetings and Presentations														
1. Three public meetings.	40	50	0	24	0	0	8	0	0	12	16	10	0	\$4,503.20
2. One Water and Sewer Committee meeting.	10	10	0	8	0	0	4	0	0	2	6	2	0	\$1,143.70
3. City staff meetings as required.	60	60	0	32	0	0	20	0	0	8	16	4	0	\$5,889.80
4. Meetings with ADH and AHTD as required.	10	20	0	32	0	0	16	0	0	10	10	4	0	\$2,566.50
Subtotal	120	140	0	96	0	0	48	0	0	32	48	20	0	\$14,103.20
8. Coordination with West Fork														
Subtotal	12	16	0	40	0	0	0	0	0	8	0	0	0	\$2,100.80
Salaries Subtotal													\$119,750.20	
Labor and General and Administrative Overhead (150.0%)													\$179,625.30	
Fixed Fee (15%)													\$44,906.33	

Expenses		
Consultants	\$42,000.00	
Odor Control Testing Equipment @ \$30/hour	\$1,800.00	
Reproduction/Printing	\$500.00	
Survey Supplies	\$100.00	
Aerial Photography	\$0.00	
Computer Rental	\$0.00	
Travel Costs	\$0.00	
Not to Exceed Amount	\$2,850.00	
	\$47,250.00	
	\$391,532.01	

Appendix 1-C
Garver Engineers
Hourly Rate Schedule Ranges

<u>Classification</u>	<u>Regular</u>
Senior Project Manager	\$33.00 - \$43.00
Project Manager	\$28.00 - \$34.00
Senior Project Engineer	\$24.00 - \$34.00
Project Engineer	\$24.00 - \$28.00
Senior Design Engineer	\$20.50 - \$25.00
Senior Construction Engineer	\$19.50 - \$22.00
Design Engineer/Designer	\$18.00 - \$23.50
Environmental Scientist	\$21.00 - \$23.00
Geologist	\$20.00 - \$22.00
Senior CADD Technician	\$18.00 - \$24.00
CADD Technician	\$12.00 - \$17.50
Senior Construction Observer	\$19.50 - \$22.00
Construction Observer	\$15.00 - \$19.00
Project Surveyor	\$20.75 - \$22.50
Party Chief	\$12.00 - \$18.00
Instrument Man	\$10.00 - \$18.00
Rodman	\$8.00 - \$12.00
Clerical	\$10.00 - \$17.00

February, 2000



LEGEND

- LIFT STATION
- SS FORCE MAIN
- SS GRAVITY LINE
- PROPOSED SS GRAVITY LINE

NO SCALE

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
FAYETTEVILLE WASTEWATER IMPROVEMENTS



EXHIBIT A

DATE: FEB. 20TH	BY: J.E.
GARVER ENGINEERS FAYETTEVILLE, ARKANSAS	

LINE 4
TWO PARALLEL SS GRAVITY
LINES - ONE 30", ONE 21"

NOTE:
THE LINES SHOWN IN COLOR
REPRESENT THE LINES BEING
CONSIDERED FOR NEW CONSTRUCTION,
REPLACEMENT, OR REHABILITATION
IN THIS CONTRACT.



February 3, 2000
Proposal No. SP00-010 (Revised)

Garver Engineers
3810 Front Street
Fayetteville, Arkansas 72701

Attention: Mr. Brock Hoskins

**SUBJECT: PROPOSAL FOR GEOTECHNICAL EXPLORATION
WASTE WATER COLLECTION SYSTEM IMPROVEMENTS
FAYETTEVILLE, ARKANSAS**

We are pleased to submit this proposal and cost estimate for performing an investigation and analysis of the soil conditions for evaluation of proposed waste water collection system improvements in Fayetteville, Arkansas.

We understand that the proposed waste water collection system improvements can include renovation of elements of the existing collection system, new sewer lines, and new pumping stations. The study has the purpose of evaluating potential work requirements and costs. We understand geotechnical investigation may or may not be required in this phase of your engineering work.

If required the following geotechnical study would be conducted: (a) drill sample borings to depths necessary, obtaining undisturbed soil samples and/or Standard Penetration Values at 2- to 5-ft intervals or at a change in soil stratum; (b) perform an adequate laboratory testing program designed after the borings are completed to determine the physical properties and engineering characteristics of the soils; and, (c) prepare an engineering report with appropriate geotechnical criteria for preliminary evaluation of the project.

Charges for the above outlined services will be based on the enclosed Schedules of Fees. Your attention is called to the General Conditions on Schedule 40.01 (Mar 99). Work performed by GHBW in accordance with this agreement, will be paid for by Garver to GHBW after Garver has received payment from the City of Fayetteville for the invoiced amount. Garver will not be penalized for late payment as stated in the General Conditions until 30 days after Garver receives payment from the City of Fayetteville. If liability coverage in excess of that shown in Item 3.3 is desired, please so indicate.

GRUBBS, HOSKYN, BARTON & WYATT, INC.
Proposal No. SP00-010(Revised)

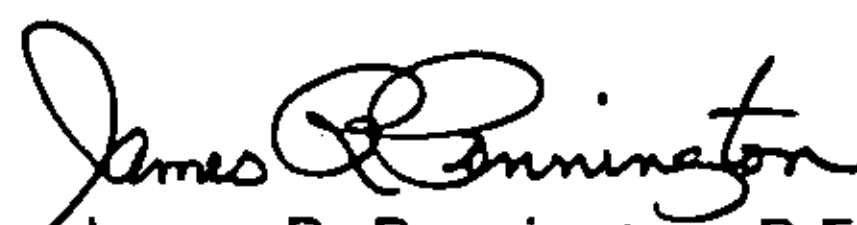
February 3, 2000
Page 2

We suggest a maximum budget of \$20,000 be established for potential geotechnical work on the project. The cost of renting tractors or other equipment required to gain access to sites will be determined in accordance with Item 7.3 of Schedule 43.04, attached.

If this proposal is satisfactory to you, please sign one of the enclosed copies and return it to our office as authorization. We will appreciate the opportunity to be of service to you on this project.

Very Truly Yours,

Grubbs, Hoskyn, Barton & Wyatt, Inc.

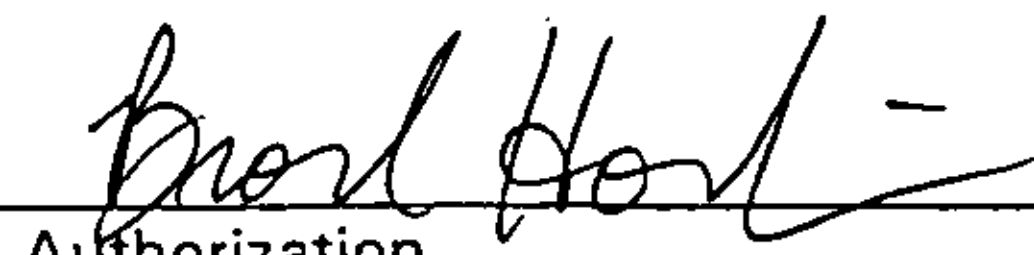

James R. Pennington, P.E.
Manager of Springdale Office

JRP/kdc

Attachments: Schedule 40.01 (Mar 99)
 Schedule 42.04 (Jan 99)
 Schedule 43.04 (Jan 99)

Copies Submitted: Garver Engineers (2)
 Attn: Mr. Brock Hoskins

2-16-2000
Date



Authorization

STANDARD FEES AND GENERAL CONDITIONS FOR ENGINEERING AND TECHNICAL SERVICES

1. Client

Client, as used herein, is the entity who authorized performance of services by Grubbs, Hoskyn, Barton and Wyatt, Inc. and accepts responsibility for payment under the conditions stated herein.

2. Professional Services and Fees

2.1 Analysis, consultation and report preparation. Fees for our professional services are based on the time of professional, technical and clerical personnel directly charged to the project. The fee is computed as 2.4 times salary cost for the chargeable time. Salary cost includes base payroll plus 34 percent for employee benefits, payroll taxes, and payroll insurance. A schedule of hourly rates for engineering and technical personnel by classification is available upon request.

2.2 Reimbursable expenses. Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:

- a) for report reproduction by our graphics department, charges equivalent to commercial rates for similar commercial service; schedule available upon request
- b) for transportation in our company automobiles, \$0.32 per mile
- c) for in-house computer use, rates established for individual systems; information furnished upon request
- d) for outside computer service use, direct charges allocated to job times 2.5
- e) for all other expenses, including but not limited to, authorized travel, sample shipment, subcontracts, consulting fees, long distance communications, outside reproduction, and mailing expense, cost plus 15 percent

3. General Conditions

3.1. On-site Responsibilities and Risks

- a) **Right-of-Entry.** Unless otherwise agreed, Client will furnish right-of-entry and obtain permits, as required, for us to perform the field work.

- b) **Damage to Property.** We will take reasonable precautions to minimize damage to land and other property caused by our operations, but we have not included in our fee the cost of repairing such damage. If Client desires us to repair and/or pay for damages, we will undertake the repairs and add the cost to our fee.
- c) **Toxic and Hazardous Materials.** Client will provide us with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or hazardous materials are encountered, we reserve the right to demobilize our field operations at Client's expense. Remobilization will proceed following consultation with our safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.
- d) **Utilities and Pipelines.** While performing our field work, we will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. Client agrees to hold Grubbs, Hoskyn, Barton and Wyatt, Inc. and its officers, agents, employees, and subcontractors harmless for any damages to such structures, pipelines, and utilities which are not called to our attention and correctly shown on the plans furnished.

3.2 Warranty

- a) Services performed by Grubbs, Hoskyn, Barton and Wyatt, Inc. will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, either expressed or implied, is made or intended by our proposal, contract, or reports.
- b) Client acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for our data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

3.3 Liability

Our liability to Client for injury or damage to persons or property arising out of work performed for Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability coverage. For any damage caused by an error, omission, or other professional negligence, our liability will be limited to a sum not to exceed \$50,000 or our fee less direct third-party costs, whichever is greater. In the event that Client does not wish to limit our professional liability to this sum, we agree to waive this limitation upon

receiving Client's written request, and Client agrees to pay an additional consideration of 4 percent of our total fee or \$500, whichever is greater.

3.4 Invoices and Payment

Invoices will be submitted every four (4) weeks for services rendered. Payment is due upon presentation of our invoice and is past due thirty (30) day from invoice date. Client agrees to pay a finance charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts. Any attorneys' fees or other costs incurred in collecting a delinquent amount shall be paid by Client.

3.5 Samples

All samples of soil and rock will be discarded thirty (30) days after submission of our report, unless Client advises us otherwise. Upon request, we will deliver the samples in accordance with Client's instructions, charges collect, or will store them for an agreed charge.

3.6 Records

All pertinent records relating to services performed hereunder shall be retained for two (2) years after completion of the work. Client shall have access to the records at all reasonable times during said period.

4. Related Services

Additional services that are frequently required for support of our professional activities are normally provided by one of the technical divisions of Grubbs, Hoskyn, Barton and Wyatt, Inc. Applicable charges are given in one or more schedules of the following series:

4.2 Laboratory Testing Fees

4.3 Field Charges for Foundation Investigations

4.4 Rates for Construction Surveillance and Consultation

LABORATORY AND FIELD SOIL TESTING FEES (Abbreviated)

Test No.	Unit Price
A. CLASSIFICATION AND INDEX TEST	
1. Water content and visual classification	\$ 4.00
2. Plastic and liquid limits.....	\$ 30.00
3. Unit dry weight of sample	\$ 15.00
4. Specific gravity	\$ 40.00
5. Sieve analysis through No. 200 Sieve	\$ 30.00
6. Percent passing a single sieve.....	\$ 20.00
7. Hydrometer test.....	\$ 75.00
8. Double hydrometer test.....	\$ 100.00
9. Permeability of sand	\$ 100.00
10. Permeability of silt or clay.....	\$ 150.00
11. Permeability - Flexwall Tests	\$ 275.00
12. Electrical resistivity and pH.....	\$ 30.00
B. STRENGTH TESTS	
1. Triaxial Compression	
1.1. Unconfined compression, soil.....	\$ 30.00
1.2. Unconfined compression, rock	\$ 35.00
1.3. Unconsolidated-undrained	\$ 35.00
1.4. Consolidated-undrained	On Request
1.5. Consolidated-drained	On Request
2. Direct Shear	
2.1. Unconsolidated-undrained	\$ 100.00
2.2. Consolidated-undrained	\$ 125.00
2.3. Consolidated-drained	\$ 200.00
3. Multi-stage test for triaxial or direct shear	Two Times Test Price
C. VOLUME CHANGE TESTS	
1. Consolidation, 7 or less loading increments	\$ 200.00
1.1. Additional loading increments, each	\$ 30.00
2. Swell test, swell pressure and percent swell	\$ 125.00
D. EARTHWORK TESTS	
1. Standard Proctor	\$ 120.00
2. Modified Proctor.....	\$ 140.00
3. California Bearing Ratio (CBR), including compaction curve and 1 specimen.....	\$ 170.00
4. Field density and water content, any method	\$ 20.00
5. Lime modification optimum (LMO).....	\$ 260.00
6. Sample preparation: soil mixtures and curing	\$ 30.00

- Notes: (1) Visual classification, natural water content, and unit dry weight are included at no charge with all strength and volume change tests.
- (2) Additional tests not listed can be performed at either a quoted unit price or on an hourly basis. A comprehensive Laboratory Fee Schedule is available upon request.

FIELD CHARGES FOR FOUNDATION INVESTIGATIONS

1. Mobilization and demobilization of 3-man drill crew, including geotechnical technician, and equipment
 - 1.1. Truck rig operation
 - 1.1.1. In-yard mobilization and demobilization.....\$75.00
 - 1.1.2. Round-trip travel of rig, water truck, crew
 - 1.1.2.1. With pickup.....\$3.00/mi
 - 1.1.2.2. Without pickup\$2.75/mi
 - 1.2. Marsh buggy operations (GGH buggies)
 - 1.2.1. In-yard mobilization and demobilization.....\$345.00
 - 1.2.2. Transporting buggies with our truck, portal to portal.....\$65.00/hr
 - 1.2.3. Transporting buggies w/contract truckCost + 15%
 - 1.2.4. Permit charges.....Cost + 15%
 - 1.2.5. Three-man crew and pickup truck\$2.00/mi
2. Drilling and Sampling
 - 2.1. Soil borings, with 3-man crew, including geotechnical technician; 3-in. thin-walled tube sampler in clay and 2-in. split-barrel sampler in sand; 0 to 100-ft depth; sampling at 2-ft intervals to 10-ft depth and at 5-ft intervals below 10 ft
 - 2.1.1. Truck rig\$9.75/ft
 - 2.1.2. Marsh buggy rig.....\$12.00/ft
3. Set-up charge per boring.....\$50.00
4. Travel time associated w/jobs in progress for crew and pickup from Little Rock equipment yard or place of lodging to site and return.....\$75.00/hr
5. Time spent gaining access to boring locations, moving equipment between boring locations, and for reasons beyond our control (except weather)
 - 5.1. Truck rig\$110.00/hr
 - 5.2. Marsh buggy\$130.00/hr

6. Special Drilling

- 6.1. Borings drilled according to specialized specifications or by time-consuming methods, including drilling in cobbles and gravel, grouting or sealing boreholes, installing piezometers, inclinometers, etc.
- 6.1.1. Truck rig \$130.00/hr
- 6.1.2. Marsh buggy \$140.00/hr
- 6.2. Drilling using hand portable equipment \$100.00/hr
- 6.3. Wash borings, 0-100 ft \$6.00/ft
- 6.4. Undisturbed samples in wash borings \$25.00/ea
- 6.5. Machine auger borings w/disturbed samples 0-20 ft \$6.00/ft
- 6.6. Rock Drilling and Coring
- 6.6.1. Setting casing through overburden, as required \$5.50/ft
- 6.6.2. Continuous coring, 0-100 ft \$30.00/ft
- 6.6.3. Wash rotary through rock, 0-100 ft \$17.50/ft

7. Other Charges

- 7.1. Per diem expense allowance for exploration crews when quartered away from base \$55.00/man-day
- 7.2. Survey required to establish boring locations and elevations Cost + 15%
- 7.3. Rental of dozers, tractors or other equipment, as required to gain access Cost + 15%
- 7.4. Drilling mud in excess of 2 bags per boring and grouting material for sealing borings Cost + 15%
- 7.5. In-situ measuring devices and material, including piezometers, pore pressure transducers, inclinometers, backfill sand and cement, and freight Cost + 15%
- 7.6. Replacement of coring bits and casing consumed or lost while rock coring or drilling Cost + 15%

8. Minimum callout charge for truck, rig and crew \$550.00

- Notes:
- (1) Rates presented here are typical minimum charges and apply to the use of a 3-man drill crew, including a driller, helper, and geotechnical technician. For work of unusual scope or work performed under unusually difficult conditions, appropriate adjustments of these rates will be negotiated in advance.
- (2) Prices will be furnished on request for items not covered above.
- (3) For general terms and conditions applicable to all services, and for fees related to professional services, see Schedule 40.01.

McV, Inc.
P.O. Box 480
Alexander, AR 72002
PH(501)455-4051
Fax(501)455-0722

RECEIVED

FEB 2 2000

February 1, 2000

Mr. Brock Hoskins
Garver Engineers
3810 Front St., Suite 10
Fayetteville, AR 72703

RE: Sanitary Sewer Line Cleaning and Video Inspection
Fayetteville, AR

Dear Mr. Hoskins:

As per our conversation, we are pleased to quote you the following prices for cleaning and video inspection:

5 To 10 Hours work – Mobilization at \$800.00 per trip plus \$200.00 per hour for the Vac-Con jet/vac truck or video truck with a 5 hour minimum.

10 To 20 Hours work – Mobilization at \$600.00 per trip plus \$200.00 per hour for the Vac-Con jet/vac truck or video truck.

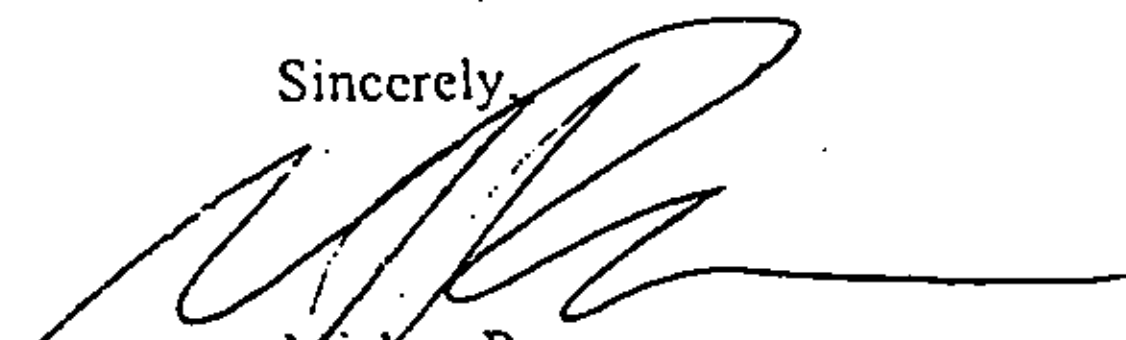
20 Plus hours – Mobilization at \$500.00 per trip plus \$180.00 per hour for the Vac-Con jet/vac truck or video truck.

The above prices include all labor, equipment, video tapes, computer generated reports, root sawing and removal of debris where accessible by vacuum truck. You can generally figure about 100 linear feet per hour production on a normal 8" line that has light roots and no reversals for both cleaning and video inspection, where you have good access and your disposal site is not too far from the line. The city to furnish access, water and disposal area.

We understand that the amount of work may vary from none to a maximum amount of \$20,000.00 and that all work under this agreement will be directed in writing by Garver Engineers. Work performed by McV, Inc. in accordance with this agreement will be paid to McV after Garver has been paid by the City of Fayetteville for the invoiced amount.

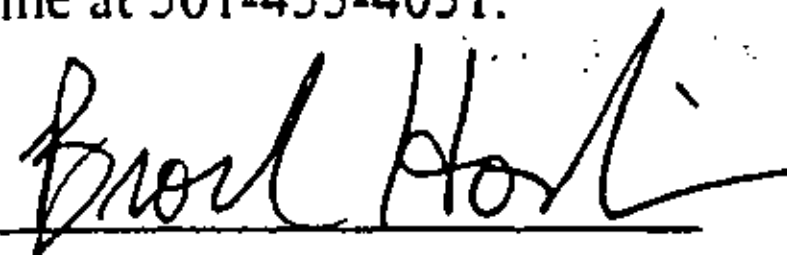
If we can be of further assistance in this matter, you can contact me at 501-455-4051.

Sincerely,



Mickey Reese
President

Approved by:



Date:

2-16-2000

AGENDA REQUEST FORM

Council Meeting of March 21, 2000

FROM Don Bunn Public Works Admin Public Works
Name Division Department

ACTION REQUIRED A resolution approving the contract with McGoodwin, Williams, and Yates for engineering services in connection with the new west side wastewater treatment plant in the amount of 955,302, and approval of a budget adjustment.

COST TO CITY

\$ 955,302.00
Cost of this Request

\$ 1,926,111.00
Category/Project Budget

Impvts to Noland Waste-
Water Treatment Plant
Category/Project Name

5400 5700 5314 00
Account Number

1,449,123.00
Funds Used to Date

Program Name

98047-10
Project Number

\$ 476,988.00
Funds Remaining

Water and Sewer
Fund Category

BUDGET/CONTRACT REVIEW

XX Budgeted Item XX Budget Adj. Attached

<u>Budget Coordinator</u>	<u>Date</u>	<u>Admin Services Director</u>	<u>Date</u>
<u>Accounting Manager</u>	<u>Date</u>	<u>ADA Coordinator</u>	<u>Date</u>
<u>City Attorney</u>	<u>Date</u>	<u>Internal Auditor</u>	<u>Date</u>
<u>Purchasing Officer</u>	<u>Date</u>		

STAFF RECOMMENDATION It is the recommendation of the Staff that the Council approve the contract with McGoodwin, Williams, and Yates for engineering services in connection with the new west side wastewater treatment plant the amount of \$955,302, and a budget adjustment.


Ass't Public Works Director

03-03-00
Date

Cross Reference

Department Director

Date

New Item: Yes No

Admin Services Director

Date

Prev Ord/Res #

Mayor

Date

Orig. Contract #

Orig. Contract Date

DEPARTMENTAL CORRESPONDENCE

February 29, 2000

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director
Thru: Charles Venable, Public Works Director
Mayor Fred Hanna



Subject: Contract for Preliminary Engineering Services
West Side Sewage Treatment Plant
McGoodwin, Williams, and Yates, Fayetteville

The City began the procedure of engineer selection in the late spring of 1999. The attachment to this memorandum outlines the selection process beginning in late May and ending in December of 1999.

The Selection Committee made the following engineer selections:

- 1) **McGoodwin, Williams, and Yates of Fayetteville - Design services related to the new treatment plant on the west side of Fayetteville.**
- 2) Black and Veatch of Kansas City, Missouri - Design services related to the improvements at the existing Noland Treatment Plant on the east side.
- 3) RJN and Associates of Dallas, Texas and McClelland Engineers of Fayetteville - Design services related to the sewage collection system.
- 4) Garver Engineers of Fayetteville - Design services related to the sewage collection system.

The Council, at its February 1 regular meeting, approved an engineering contract with RJN of Dallas, Texas for work associated with the development of design flows and sewer line and pump station improvements in the Illinois River Basin. The amount of the contract was a not to exceed figure of \$638,267.00.

Attached for your review and approval is an engineering contract with McGoodwin, Williams, and Yates of Fayetteville for services related to construction of a new sewage treatment facility on City-owned property on the west side of Fayetteville. The proposed contract provides for three separate work elements, the Preliminary Design Report, the preparation of detailed plans and specifications, and observation/management services during

construction. A cost and detailed scope of work is given for the preparation of the Preliminary Design Report only. The cost and detailed scope of work for the other two elements will be negotiated after completion of the Preliminary Design Report.

Scope of Work: The scope of work generally involves the siting of a treatment plant on City-owned property between Farmington and Highway 16 West and a preliminary design of the treatment plant. An outline of the scope of work is given below, the detailed scope of work is given in Attachment 1 of the proposed contract.

1. Determination of West Side Plant Design Parameters - This includes the determination of future flows and loadings, wastewater characteristics, and effluent design parameters.
2. Site Selection - Determination of the specific site for the treatment facility.
3. Process Selection and Unit Sizing - A selection of the most cost effective type of treatment process which best meets the required effluent limits, sizing the process units, and laying out of the units on the property.
4. Sludge Handling and Treatment - This involves the selection of the most cost effective sludge treatment and disposal alternative, working with Black and Veatch to insure that the selected sludge alternative is consistent with an overall plan for sludge disposal.
5. Odor Control Strategy - A study of how odor control measures can be effectively implemented at each stage of treatment, from the headworks of the plant through sludge treatment.
6. Public Involvement - The Public Involvement phase of the work will be led by McGoodwin and their sub-contractor, Hannifin-Bonner. The work will include three (3) public meetings, a public officials workshop, education of the public in general, public opinion surveys, and work on the City's Web Page. A detailed workplan is given in Attachment 5c of the proposed agreement.
7. Preparation and Presentation of the Preliminary Design Report

Cost of Services: The proposed not-to-exceed contract price is \$ 955,302.00. A breakdown of the price is:

1. Salary Expense	\$ 183,635.00
2. Overhead Costs (155%)	284,634.00
3. Fixed Fee, 15%	88,105.00
4. Expenses (includes subcontracts)	398,928.00
5. Total Cost (Not to Exceed)	\$ 955,302.00

The total cost given above will not be exceeded without a change order being approved which also amends the scope of work. Any additional costs for this portion of the work will be computed on the same basis as the prices given above. It should be pointed out that the costs given for each of the line items of work is an estimate only and that funds can be shifted between the various work items as long as the total cost does not go beyond the not-to-exceed figure given in the contract.

Staff Recommendation: The Staff believes the proposed contract price is reasonable and represents fair compensation in exchange for the work proposed to be furnished. Therefore, it is the recommendation of the Staff that the Council approve the proposed contract with McGoodwin, Williams, and Yates in the not-to-exceed amount of \$9555,302.00.

**AGREEMENT FOR ENGINEERING SERVICES
FOR
PRELIMINARY AND FINAL DESIGN,
CONSTRUCTION MANAGEMENT SERVICES,
AND RELATED ENGINEERING SERVICES**

**WEST SIDE WASTEWATER
TREATMENT PLANT**

FAYETTEVILLE, ARKANSAS

Between

City of Fayetteville, Arkansas

and

**McGoodwin, Williams and Yates, Inc.
Consulting Engineers
Fayetteville, Arkansas**

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES
WEST SIDE WASTEWATER TREATMENT FACILITY

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this _____ day of _____, 2000, by and between the City of Fayetteville acting by and through its Mayor, hereinafter called the "Owner," and McGoodwin, Williams and Yates, Inc., with offices located in Fayetteville, Arkansas, hereinafter called the "Engineer."

WITNESSETH THAT:

WHEREAS, the Owner is planning to construct improvements to the wastewater collection and treatment system to provide for current and future needs of the Owner; and

WHEREAS, the Owner has had engineering studies conducted which set forth, in general terms, the work needed; and

WHEREAS, the Owner has selected four engineering firms to provide the required services to design and provide construction management services, as follows:

- New West Side Treatment Facility ----- The Engineer
- West Side Collection System Improvements ----- RJN
- Paul Noland Treatment Plant Improvements ----- Black & Veatch
- East Side Collection System Improvements ----- Garver Engineers; and

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and

WHEREAS, the Engineer's staff is adequate and well qualified, and it has been determined that its current work load will permit completion of the necessary studies, plans and contract documents for the project on schedule; and

WHEREAS, Owner desires to enter into a contract with the Engineer to provide the necessary engineering services through preliminary design, final design, and construction of facilities for the West Side Wastewater Treatment Facility;

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain assistance of the Engineer's organization in connection with said engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

SECTION I. EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer to perform, and the Engineer agrees to perform, professional engineering services in connection with the project set forth in the Sections to follow; and the Owner agrees to pay and the Engineer agrees to accept, as specified in the Sections to follow as full and final compensation for work accomplished.

SECTION II. DESCRIPTION OF THE PROJECT

The project shall consist of construction of a new West Side Wastewater Treatment Plant to serve the Illinois River Basin. The capacity of the treatment facility along with other pertinent features of the project will be determined during the preliminary engineering study and design. It is anticipated that the capacity of the plant will be in the range of 8-12 million gallons per day (average daily flow) with provisions for expansion as needed.

SECTION III. INFORMATION & SERVICES TO BE PROVIDED BY OWNER

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

- A. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- B. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary surveys and investigations.
- C. Furnishing the Engineer such plans and records of construction and operation of existing facilities, or copies of same, bearing on the proposed work as may be in the possession of the Owner. The Owner will furnish any specifications, standards and other information which may relate to the project including GPS survey data. Existing aerial mapping data developed by the Owner will be provided on magnetic media at no charge to the Engineer.
- D. Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.

SECTION IV. SERVICES TO BE FURNISHED BY THE ENGINEER DURING DESIGN PHASE

The Design phase of the project will be performed in two separate steps, as follows:

- A. Study, Preliminary Design and Report. A preliminary engineering design study will be completed to determine the wastewater treatment facilities required to provide for current and future design-year needs. A final report including the Engineer's opinion of probable cost will be prepared and presented to the Owner. A detailed

scope of work for this step is included in Attachment 1. Ten (10) copies of the Final Design Report shall be furnished to the Owner.

The Engineer will establish a scope of any geotechnical investigations, special surveys, or testing which, in his opinion, may be required for design, and arrange for the conduct of such investigations and tests. The Engineer shall be responsible for evaluating this and other data necessary for the design of the project.

It is understood and agreed that the Engineer will coordinate with RJN (designer of the West Side collection facilities) so that the facilities designed will be compatible with the new West Side Wastewater Treatment Plant.

The Owner intends to have Black & Veatch (designer of the Paul Noland Treatment Plant upgrade) evaluate the feasibility of processing the biosolids from both plants utilizing a certain technology. Accordingly, the Engineer will coordinate with Black & Veatch concerning possible joint solids handling.

B. Detailed Design and Preparation of Construction Plans and Specifications. The Engineer will provide the following services:

1. Perform field surveys required for final design of the project. Surveys shall be tied to the Owner's horizontal and vertical control network.
2. Prepare final design of the project.
3. Prepare detailed construction specifications and drawings.
4. Prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only, and that actual bids received for the construction work may exceed the opinion of probable cost.
5. Establish a scope of any geotechnical investigations, special surveys, or testing which, in his opinion, may be required for design, and arrange for the conduct of such investigations and tests. The Engineer shall be responsible for evaluating this and other data necessary for the design of the project.
6. Provide surveying, mapping, and related services required to prepare right-of-way/easement documents for the Owner's use in acquisition activities.

It is understood and agreed that the Engineer shall have no liability for defects in the services attributable to Engineer's reliance upon or use of information, data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

SECTION V. COORDINATION WITH OWNER

The Engineer shall hold conferences throughout the design of the project with representatives of the Owner with the intent that the design, as perfected, shall have full benefit of the Owner's knowledge and be consistent with the current policies and construction practices of the Owner.

SECTION VI. OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses under this Agreement shall be made at the Owner's office.

SECTION VII. CONCEPT AND PRELIMINARY SUBMISSION

The Engineer shall submit the following documents to the Owner for review:

- A. Ten (10) copies of the preliminary engineering design report.
- B. Two (2) copies of preliminary drawings.

SECTION VIII. FINAL SUBMISSION

The final submission for the construction contract shall consist of the following:

- A. One (1) copy of the non-proprietary process design calculations.
- B. Three sets of final plans, contract documents and specifications.
- C. The originals of all drawings, specifications and contract documents. All design drawings on magnetic media shall be submitted on disks compatible with Owner's AutoCad software.
- D. An opinion of probable cost of construction and an estimate of time in calendar days required for completion of the contract.

SECTION IX. ENGINEER RESPONSIBILITY DURING BIDDING AND CONSTRUCTION PHASES

During the Bidding and Construction phases of the project, the Engineer shall provide services as follows:

- A. Bidding and Preconstruction Services. The Engineer will prepare and distribute advertisements for bids, communicate with bidders as required, provide technical interpretation of the plans and specifications, prepare addenda as required, attend the bid opening, tabulate bids, provide an engineering analysis of the bids received, make recommendations concerning award of construction contract(s) and assist in

the preparation of contract documents. Bid tabulations and supporting documents will be prepared and submitted to the Owner.

B. Construction Services

1. Attend a preconstruction conference scheduled by Owner.
2. Issue a Notice to Proceed to the contractor.
3. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer shall have no control over nor responsibility for the contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.
4. Furnish the services of Resident Project Representatives and other field personnel for on-the-site observation of construction. The authority and duties of such Resident Project Representatives are limited to examining the material furnished and observing the work done and to reporting their findings to the Engineer. The duties, responsibilities, and limitations of authority of Resident Project Representatives are further defined in Attachment 2 to this Agreement. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use diligence to see that the Project Representatives are on the job to perform their required duties.
5. Perform the required construction control surveys. This will consist of the establishment of horizontal control points for locating the work, with a suitable number of benchmarks for site elevation references.
6. Consult with and advise the Owner; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.
7. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

8. Prepare and verify monthly and final estimates for payments to the contractor and furnish to the Owner any necessary contractor certifications as to payments to subcontractors and suppliers; assemble written guarantees which are required by the contract documents.
9. Attend, in company with the Owner's representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents.
10. Furnish to the Owner a reproducible copy of the record drawings for the project. Provided the Owner executes a release of liability, the Engineer shall also furnish AutoCad electronic digital drawings files for the project.
11. Prepare an operation and maintenance manual for the facilities.

SECTION X. SUBCONTRACTING

Subcontracting by the Engineer of any of the services provided herein shall require prior approval by the Owner, provided, however, that it is understood and agreed that the Engineer shall receive professional assistance for portions of the work from Boyle Engineering; Webster Environmental Associates; ECO, Inc.; Hanifin Associates; and Grubbs, Hoskyn, Barton & Wyatt, Inc., and that no further approval for these firms is required.

SECTION XI. TIME OF BEGINNING AND COMPLETION

The Engineer shall begin work under this Agreement within ten (10) days of notice to proceed. It is anticipated that the time required to complete the preliminary studies, design and preparation of preliminary design report will be approximately eight months and is contingent on timely receipt of data from the Owner and other parties necessary to develop design parameters.

SECTION XII. FEES AND PAYMENTS

In consideration of the performance of the foregoing services, the Owner shall compensate the Engineer as follows:

- A. For engineering services set out under Section IV.A, payment shall be based on cost for actual time required to perform the work by the employees. Compensation shall be based on actual salary cost for the person doing the work plus overhead at 1.55 times the actual salary cost, plus a fixed fee in the amount of \$88,105, plus reimbursable expenses associated with the project. A range of salary costs for the various classifications of employees is included in Attachment 3.

The Engineer agrees to keep an accurate record of the hours of the personnel working on the project. The Estimate of Salary Costs for the Engineer are shown on Attachment 4.

- B. For engineering and technical subconsultants services set out under Section X, payment shall be based on actual time required to perform the work by the employees for Boyle Engineering, Webster Environmental Associates, and ECO, Inc. Compensation for the aforementioned engineering and technical consultants shall be based on an hourly rate by the various employees as set out in the subcontract between the Subconsultant and Engineer as approved by the Owner. The estimate of engineering costs for Boyle Engineering is \$99,985, and for Webster Environmental Associates is \$83,820 as set out in Attachment 4. The estimate of costs for ECO, Inc. is \$17,086 as set out in Attachment 5a.

The costs for subcontracts for geotechnical services, laboratory testing and photogrammetry will be based on the fee schedules set out in subcontracts with the Engineer as approved by the Owner. The estimates of cost for these services are \$58,150. The basis of this estimate is set out in Attachment 5b.

- C. For professional services for public involvement, the Engineer will enter into a subcontract with Hanifin Associates as approved by the Owner. For services provided by Hanifin Associates, Inc., the payment shall be based on an agreed billing cost by employee classification as set out in the subcontract with the Engineer. The estimate of costs for services provided by Hanifin Associates, Inc. is \$98,252. The basis for this estimate is set out in Attachment 5c.

- D. Reimbursable expenses for which the Engineer will be reimbursed shall include: 1) travel expenses when traveling outside of Northwest Arkansas in connection with the project; 2) rental expenses for special equipment needed for completion of the work; 3) purchase of material; and 4) other expenses directly attributable to the project. The cost for reimbursable expenses under this section is estimated to be \$41,635. The basis of this estimate is included in Attachment 6. Reimbursable expenses shall be billed at cost.

The estimated total compensation for the services set out under Section IV.A is \$955,302, including the fixed fee of \$88,105 and reimbursable expenses of \$41,635. The basis of this cost estimate is shown in Attachment 6. This fee will not be exceeded without prior authorization from the Owner. Subject to the Owner's approval, adjustment of this upper limit may be made should the Engineer and Owner agree that there has been a significant change in scope, character or complexity of the services to be performed. It is understood and agreed that the fee and cost ceiling does not cover unforeseen contingencies such as litigation or other events not normally anticipated. Further, should the Owner decide to fund the project utilizing State Revolving Loan funds, the additional cost associated with this funding method is not included.

The breakdown of costs between the various work tasks as given in Attachment 4 is a convenience and is not intended to set a maximum cost for any of the work tasks. Costs may be transferred from one work task to another so long as the maximum cost as given above is not exceeded.

Billing shall be submitted monthly and shall include all costs accrued plus a pro rata share of the fixed fee based on an estimate of the percentage of work completed. The Owner will make every effort to approve and pay such invoices within 30 days of the date of the invoice.

- E. The method and amount of compensation for the work performed under Section IV.B and C above will be negotiated after completion of the work set out under Section IV.A and a determination made as to the facilities to be constructed.

SECTION XIII. CHANGES

The Owner may at any time, by written order, make changes within the general scope of the contract in the work and services to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable increase or decrease shall be made in the upper limit contract amount, including fee or time of required performance, or both, and the contract shall be modified in writing accordingly.

Changes, modifications or amendments in scope, price or fees to this contract shall not be allowed without a formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

Any claim by the Engineer for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Engineer of the notification of change; provided, however, that the Owner, if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this contract entitled SECTION XVI - MISCELLANEOUS PROVISIONS, (1) Dispute Resolution. However, nothing in this clause shall excuse the Engineer from proceeding with the contract as changed.

SECTION XIV. OWNERSHIP OF DOCUMENTS

Engineering documents, drawings, and specifications prepared by Engineer as part of the services shall become the property of Owner when Engineer has been compensated for all services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of Engineer.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

SECTION XV. POSTPONEMENT OR CANCELLATION OF THE CONTRACT

It is understood that the Owner will have the right to suspend or cancel the work at any time.

- A. Postponement. Should the Owner, for any reason whatsoever, decide to postpone the work at any time, the Owner will notify the Engineer, who will immediately suspend work. Should the Owner decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be canceled as hereinafter provided.
- B. Cancellation. Should the Owner, for any reason whatsoever, decide to cancel or to terminate the use of the Engineer's service, the Owner will give written notice thereof to the Engineer, who will immediately terminate the work. If the Owner so elects, the Engineer may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The Engineer shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the Engineer's services, the Engineer shall be paid on a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed and for reasonable termination expenses.

SECTION XVI. MISCELLANEOUS PROVISIONS

- A. Dispute Resolution. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers or fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

- B. Responsibility for Claims and Liability. The Engineer shall save harmless the Owner from all claim and liability due to its (the Engineer's) negligent activities, or those subcontractors, its agents, or its employees during the time this contract is in force. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to their own fault.
- C. General Compliance with Laws. The Engineer shall endeavor to comply with federal, state and local laws and ordinances applicable to the work. The Engineer shall be a professional engineer, licensed in the State of Arkansas.

- D. Engineer's Endorsement. The Engineer shall endorse and recommend all plans, specifications, estimates and engineering data finished by it. All designs and quantities shall be checked in accordance with accepted engineering practices. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.
- E. Opinions of Cost and Schedule. The Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules. Therefore, the Engineer's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
- F. Waiver of Subrogation. The parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of the services. If the services extend to the construction phase of this project, a similar provision shall be included in all construction contracts, subcontracts and supply agreements entered into by the Owner and shall protect the Owner and Engineer to the same extent.
- G. No Consequential Damages. To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

SECTION XVII. SUCCESSORS AND ASSIGNS

The Owner and the Engineer each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement, except as above, neither the Owner nor the Engineer shall assign, sublet or transfer its interest in this Agreement without written consent of the other, except that it may be assigned without such consent to the successor or either party, or to a related entity, an affiliate or wholly owned subsidiary of either party. Nothing herein shall be construed as creating any possible personal liability on the part of any officer or agent of any public body which may be party hereto.

SECTION XVIII. COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the Engineer, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee

working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Owner shall have the right to annul this contract without liability.

SECTION XIX. INSURANCE

The Engineer agrees to maintain standard insurance policies through the life of this Agreement, including Workers' Compensation in accordance with the statutory requirements of the State of Arkansas, comprehensive general liability, automobile liability, and professional liability with a limit of \$1,000,000.

SECTION XX. STANDARD OF CARE

Services provided by the Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

SECTION XXI. LIST OF ATTACHMENTS

The following attachments are hereby made a part of this contract:

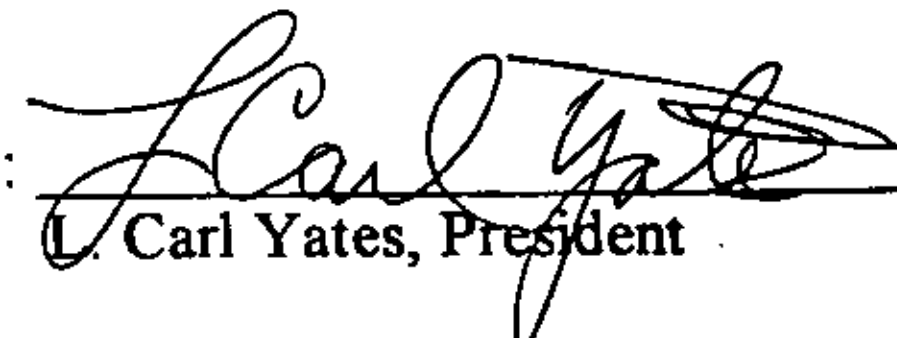
- | | |
|-----------------|---|
| Attachment 1 - | Detailed Scope of Work |
| Attachment 2 - | Resident Project Representative Duties, Responsibilities, Limitations |
| Attachment 3 - | MWY 2000 Salary Cost Ranges |
| Attachment 4 - | Estimate of Engineering Costs |
| Attachment 5a - | ECO Estimated Cost |
| Attachment 5b - | Laboratory, Photogrammetry, and Geotechnical Services Costs |
| Attachment 5c - | Hanifin Associates Cost Estimate |
| Attachment 6 - | Reimbursable Expenses Cost Estimate |

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first herein written.

CITY OF FAYETTEVILLE, ARKANSAS

McGOODWIN, WILLIAMS AND YATES,
INC.

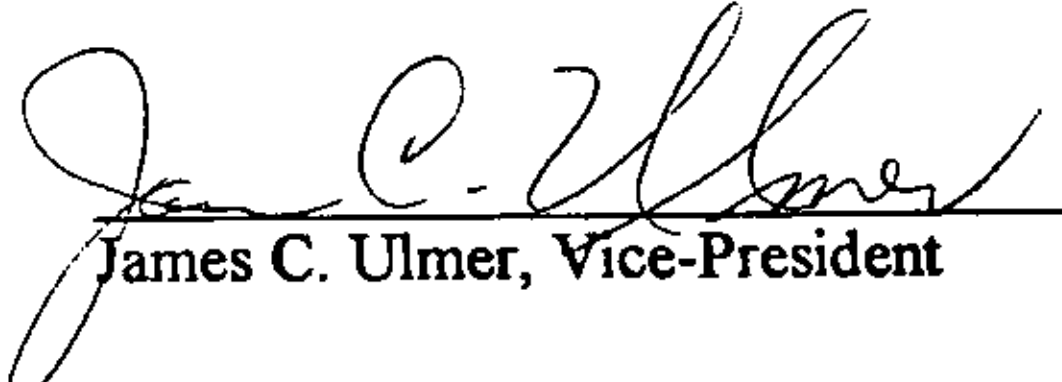
By: _____
Fred Hanna, Mayor

By: 
L. Carl Yates, President

ATTEST:

ATTEST:

Heather Inman Woodruff, City Clerk


James C. Ulmer, Vice-President

**West Side Wastewater Treatment Plant
Fayetteville, Arkansas**

**Attachment 1
MWY Job No. Fy-296**

SCOPE OF WORK

- 1. DEVELOPMENT OF SCOPE OF WORK**
- 2. CONTRACT DEVELOPMENT**
- 3. PRELIMINARY ENGINEERING DESIGN**

A. Project Coordination

1. Coordination with City -Monthly meetings and as needed
2. Coordination with consultants
 - a. Black and Veatch - as needed for sludge issues
 - b. RJN/McClelland - as needed for flow issues
 - c. Garver Engineers - as needed
3. Coordination with NPDES permitting - Preparation of final flow schematic and other items necessary for permitting.

B. Determine West Side WWTP Design Parameters

1. Define WWTP Influent flow hydrographs to be developed by RJN from existing or new flow data
2. Determine future flows - 20 year design horizon
3. Develop wastewater sampling and testing program within the existing collection system to determine projected influent loadings to the new West Side (BOD, TSS, TKN, NH3-N, TP, etc.)
4. Determine the amount and type of flow equalization to be constructed
5. Establish effluent design parameters for preliminary design (with City's concurrence)

C. Wastewater Treatment Plant Site Related Items

1. Assemble available mapping from City for preliminary design
2. Conduct preliminary topographic wastewater treatment plant site survey
3. Determine 100 Year Flood elevations and floodway width based upon COE studies
4. Determine 100 Year Flood elevations due to altered site
5. Acquire aerial photography for detailed design
6. Determine site improvements (roads, drainage, etc.)
7. Determine conditions of site related regulatory permitting and prepare application documents

D. West Side WWTP Liquid Stream Process Selection and Unit Sizing

1. Develop Liquid Stream Alternatives to be screened (maximum of 4 alternatives for detailed cost analysis)
2. Site visits
3. Unit sizing and configuration
 - a. Influent pumping, screens and flow measurement
 - b. Grit and scum removal units
 - c. Flow equalization facilities
 - d. Biological treatment processes
 1. Alternative 1 - 3 Stage BNR
 2. Alternative 2 - 5 Stage BNR
 3. Alternative 3 - Bio N removal + chemical precipitation
 4. Alternative 4 - Other as determined by engineer & City
 - e. Final Clarifiers
 - f. Filtration
 - g. Disinfection
 - h. Pumps and pumping facilities
4. Electrical Requirements and power supply
5. Instrumentation - Remote operation of facilities
6. Process equipment selection - A maximum of 3 manufacturers
7. Ancillary buildings and laboratory
8. Provide opinion of probable Capital Cost and O & M for the four alternatives
9. Provide listing of advantages and disadvantages for each alternative (monetary and non-monetary)

10. Rank, evaluate and recommend selected alternatives
11. Issue Technical Memorandum No. 1 – Recommendations regarding liquid stream processes and unit sizing.

E. West Side WWTP Effluent Line

1. Evaluate WWTP effluent line size and route (maximum of three alternative routes)
2. Address technical issues with respect to Arkansas Law regarding any facilities required outside city limits
3. Provide preliminary Plan and Profile for selected route
4. Address future line(s) requirements
5. Evaluate and recommend pipe material
6. Recommend easement widths
7. Determine conditions of site related regulatory permitting and prepare application documents
8. Provide detailed Opinion of Probable Cost for effluent line
9. Rank, evaluate and recommend selected alternative (monetary and non-monetary)
10. Issue Technical Memorandum No. 2 recommendation regarding WWTP effluent line

F. Biosolids Stabilization and Disposal Options – West Side WWTP

1. Develop biosolids disposal options based upon West Side WWTP as a "stand alone" facility
2. Develop cost estimates for biosolids stabilization strategies
 - a. Class A sludge options (three maximum)
 - b. Class B sludge options (three maximum)
3. Develop Detailed Cost Estimates for four biosolids disposal options
 - a. Option 1 - Land Application
 - b. Option 2 - Transport to Remote Sites
 - c. Option 3 - Regional Concept
 - d. Option 4 - Other - to be defined during study
4. Site visits to review alternative processes and disposal options
5. Process Equipment Selections – A maximum of three manufacturers
6. Ancillary buildings
7. Pumps and pumping facilities
8. Electrical and Instrumentation
9. Prepare estimates of probable capital cost and O and M costs
10. Rank, evaluate and recommend selected alternatives (monetary and non-monetary)
11. Issue Technical Memorandum No. 3 recommendation regarding WWTP effluent line biosolids stabilization and disposal based upon the West Side WWTP as a "stand alone facility"

G. Biosolids Disposal Options – West Side WWTP and Paul Noland WWTP

1. Develop Joint Biosolids Strategy with B & V and develop detailed Cost Estimates for a maximum of three biosolids preparation options at the West Side WWTP.
2. Evaluate a maximum of four transport scenarios from West Side WWTP to the Paul Noland WWTP
3. Site visits to review alternate disposal options
4. Process equipment selections – A maximum of three manufacturers
5. Ancillary buildings
6. Pumps and pumping facilities
7. Electrical and instrumentation
8. Prepare estimates of probable capital cost and O and M costs
9. Rank, evaluate and recommend selected alternatives (monetary and non-monetary)
10. Meet with State Regulatory Agencies
11. Issue Technical Memorandum No. 4 – Jointly with Black and Veatch rank, evaluate, and recommend sludge disposal alternative for the West Side WWTP and Paul Noland WWTP

H. Odor Control Strategy

1. Define Odor Control Design Strategy
2. West Side WWTP Liquid Stream Odor Control Measures – Develop technical description of odor control measures and cost estimates for a maximum of four liquid stream treatment alternatives
 - a. Screening of alternatives
 - b. Examine tank and channel cover alternatives
 - c. Provide unit sizes and configurations for each of the four liquid stream alternatives

- d. Process equipment selection (a maximum of three manufactures)
- e. Opinion of probable costs and probable O & M Costs for each of the four liquid stream alternatives
- f. List possible odor concerns for the system
3. West Side WWTP biosolids disposal alternatives – Develop technical description of odor control measures and cost estimates for a maximum of four biosolids disposal alternatives
 - a. Screening of alternatives
 - b. Examine tank and channel cover alternatives
 - c. Provide unit sizes and configurations for each of the four biosolids disposal alternatives
 - d. Process equipment selection (a maximum of three manufacturers)
 - e. Opinion of probable costs and probable O & M costs for each of the four biosolids disposal alternatives
 - f. List possible odor concerns for the system
4. West Side WWTP and Paul Noland WWTP – Biosolids Disposal Alternatives – Develop odor control strategy joint biosolids disposal options with Black & Veatch and develop a detailed cost estimate for a maximum of three biosolids preparation options at the West Side WWTP.
 - a. Screening of alternatives
 - b. Examine tank and channel cover alternatives
 - c. Provide unit sizes and configurations for each of the four biosolids preparation alternatives
 - d. Process equipment selection (a maximum of three manufacturers)
 - e. Opinion of probable costs and probable O & M Costs for each of the four biosolids preparation alternatives
 - f. List possible odor concerns for the system
5. Line work and lift stations - Provide input and recommendations and coordinate with RJN odor control mitigation measures to insure compatibility with West Side WWTP
6. Site visits to review alternative processes and equipment
7. Ancillary buildings

1. Develop Draft Recommended Plan for West Side WWTP Incorporating All Recommendations Accepted by the City

1. Prepare site layout for facilities to be initially constructed
2. Prepare site layout and conceptual plan for future expansion
3. Develop WWTP flow schematic
4. Develop WWTP hydraulic profile
5. Determine WWTP architecture
6. Develop conceptual drawings and renderings
7. Coordinate landscape plan with City staff
8. Prepare estimate of probable cost for the recommended West Side WWTP and outfall line
9. Prepare draft engineering report

4. PUBLIC INVOLVEMENT

- A. Develop methodology with Hanifin - Bonner and present draft plan for the WWTP facilities to public
 1. Meeting 1 with public
 2. Meeting 2 with public
 3. Meeting 3 with public
- B. Receive comments
- C. Revise plan, if necessary
- D. Coordinate Final Engineering Report with City and other engineering firms
- E. Prepare Final Engineering Report of facilities to be constructed at the West Side WWTP

5. SUBMIT FINAL ENGINEERING REPORT

- A. Submit Final Engineering Report to City
- B. Submit Final Engineering Report to State and Federal Agencies
- C. Submit recommended/approved plan to the Planning Commission
- D. Response to State and Federal Agencies

Attachment 2

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

I. General

The Resident Project Representative (RPR) is the ENGINEER's agent at the site and will act as directed by and under the supervision of the ENGINEER. The RPR will confer with the ENGINEER regarding its actions. The RPR's dealings in matters pertaining to the on-site work shall, in general, be with the ENGINEER and the Contractor, keeping the OWNER advised as necessary. The RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. The RPR shall generally communicate with the OWNER with the knowledge of and under the direction of the ENGINEER.

II. Duties and Responsibilities of the RPR

- A. Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the ENGINEER concerning acceptability.
- B. Conferences and Meetings. Attend meetings with the Contractor and OWNER, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- C. Liaison.
 - 1. Serve as the ENGINEER's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as the OWNER's liaison with the Contractor when the Contractor's operations affect the OWNER's on-site operations.
 - 2. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.
- D. Shop Drawings and Samples.
 - 1. Record date of receipt of Shop Drawings and Samples.
 - 2. Receive Samples which are furnished at the site by the Contractor, and notify the ENGINEER of availability of Samples for examination.
 - 3. Advise the ENGINEER and the Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the ENGINEER.

E. Review of Work, Rejection of Defective Work, Inspections and Tests.

1. Conduct on-site observation of the Work in progress to assist the ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
2. Report to the ENGINEER whenever the RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
3. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and startups.
4. Accompany the OWNER and visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

F. Interpretation of Contract Documents. Report to the ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the ENGINEER.

G. Modifications. Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with the RPR's recommendations to the ENGINEER. Transmit to the Contractor in writing decisions as issued by the ENGINEER.

H. Records.

1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, The ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing Submittals received from and delivered to the Contractor and other Project related documents.
2. Daily inspection reports:
 - a. Date, project number, contractor, and inspection time.
 - b. Weather conditions.

- c. Work performed by the Contractor.
- d. Deficiencies and corrective measures taken.
- e. Significant delays and their causes.
- f. Material and equipment deliveries to the site.
- g. Disputes.
- h. Instructions received or given.
- i. Description of any accidents.
- j. Details of extra work done by the Contractor outside the scope of the Contract Documents.
- k. Visitors.
- l. Record of the number of men and types of equipment used that day.
- m. Tests done and the results.

- 3. Record names, addresses and telephone numbers of all the Contractors, subcontractors and major suppliers of materials and equipment.

I. Reports.

- 1. Furnish to the ENGINEER periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
- 2. Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- 3. Draft proposed Change Orders and Work Change Directives, obtaining backup material from the Contractor, and recommend to the ENGINEER Change Orders, Work Change Directives, and Field Orders.
- 4. Report immediately to the ENGINEER and the OWNER the occurrence of any accident.

- J. Payment Requests. Review Applications for Payment with the Contractor for Compliance with the established procedure for their submission and forward with recommendations to the ENGINEER, noticing particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

- K. Certificates, Maintenance and Operation Manuals. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items

actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to the OWNER prior to the final payment for the Work.

L. Completion.

1. Before the ENGINEER issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
2. Conduct final inspection in the company of the ENGINEER, the OWNER and the Contractor and prepare a final list of items to be completed or corrected.
3. Observe that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

III. Limitations of Authority (except upon written instruction of the ENGINEER).

The Resident Project Representative:

- A. shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the ENGINEER.
- B. shall not exceed limitations of the ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- C. shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent.
- D. shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- F. shall not accept Shop Drawing or Sample submittals from anyone other than the Contractor.
- G. shall not authorize the OWNER to occupy the Project in whole or in part.
- H. shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

ATTACHMENT 3

MWY 2000 SALARY RANGES

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
ENGR-6	41.00	45.00
ENGR-5	35.00	39.00
ENGR-4	30.00	33.00
ENGR-3	26.00	29.00
ENGR-2	21.50	25.00
ENGR-1	16.00	18.00
ARCH-2	25.00	28.00
ARCH-1	22.00	25.00
TECH-5	23.00	25.50
TECH-4	19.50	24.00
TECH-3	15.00	18.00
TECH-2	11.00	15.00
TECH-1	6.00	8.00
ADMIN	18.00	20.00
CLER-2	19.00	21.00
CLER-1	10.00	14.00

00-444-2

00-444-2

00-444-2

Page 1 of 4

SCOPE OF WORK										Engineering Building Costs										Engineering Building Costs									
ITEM										Engineering Building Costs										Engineering Building Costs									
ENGR1	ENGR2	ENGR3	ENGR4	ENGR5	ENGR6	ENGR7	ENGR8	ENGR9	ENGR10	ENGR11	ENGR12	ENGR13	ENGR14	ENGR15	ENGR16	ENGR17	ENGR18	ENGR19	ENGR20	ENGR21	ENGR22	ENGR23	ENGR24	ENGR25	ENGR26	ENGR27	ENGR28	ENGR29	ENGR30
stream processes and unit design West Side WWTP Effluent Line 1. Evaluate WWTP effluent line size and route (maximum of three alternative routes) 2. Add new technical issues with respect to Arkansas Law regarding any facilities required outside city limits 3. Provide preliminary Plan and Profile for selected route 4. Add new data (test) (requirements) 5. Evaluate and recommend legal material 6. Recommend easement width 7. Determine contents of new revised regulatory permitting and prepare application documents 8. Provide detailed Option of Probable Cost for effluent line 9. Risk, evaluate and recommend selected alternative (inventory and non-inventory) 10. Issue Technical Memorandum No. 2 (recommendation regarding WWTP effluent line) 11. Provide Substation and Disposal Options - West Side WWTP 1. Develop substation disposal options based upon West Side WWTP as a stand alone facility 2. Develop cost estimates for biosolids production strategies a. Class A sludge options (free market - readily composted) b. Class B sludge options (free market) 3. Develop Detailed Cost Estimates for four biosolids disposal options a. Option 1 - Land Application b. Option 2 - Incinerator to Remove Solids c. Option 3 - Regional Compost d. Option 4 - Other - to be defined during study 4. Site visit to review alternative processes and disposal options 5. Process Equipment Selections - A maximum of free manufacturers 6. Ancillary buildings 7. Ponds and parking facilities 8. Electrical and instrumentation 9. Provide estimates of probable capital cost and O and M costs 10. Risk, evaluate and recommend selected alternative (inventory and non-inventory) 11. Issue Technical Memorandum No. 3 (recommendation regarding WWTP biosolids substation and disposal based upon the West Side WWTP as a stand alone facility) 12. Biosolids Disposal Options - West Side WWTP and Paul Howard WWTP 1. Develop Joint Biosolids Strategy with B & V and develop detailed Cost Estimates for a maximum of three biosolids preparation options at the West Side WWTP 2. Evaluate a maximum of five transport scenarios from West Side WWTP to the Paul Howard WWTP 3. Site visit to review alternative disposal options 4. Process equipment selections - A maximum of free manufacturers 5. Ancillary buildings 6. Ponds and parking facilities 7. Electrical and instrumentation 8. Provide estimates of probable capital cost and O and M costs 9. Risk, evaluate and recommend selected alternative (inventory and non-inventory) 10. Issue Technical Memorandum No. 4 - Jointly with B&V and V&M, evaluate, and recommend sludge disposal alternative for the West Side WWTP and Paul Howard WWTP 11. Issue Cost Estimate 1. Define Cost Estimate Design Strategy 2. West Side WWTP Liquid Sludge Cost Estimate Measures - Develop technical description of cost estimate measures and cost estimates for a maximum of																													

West Side Wastewater Treatment Plant
Fayetteville, Arkansas
WWT No. F-206

ATTACHMENT 4
ESTIMATE OF ENGINEERING COSTS

SCOPE OF WORK	ITEM	Engineering Salary Costs										Engineering Billing Costs									
		Estimating Salaries and Fees					Professional Fees and Value					Project Engineering/Aspects					Project Engineering/Aspects				
		ENGR1	ENGR2	ENGR3	ENGR4	ENGR5	ENGR6	ENGR7	ENGR8	ENGR9	ENGR10	ENGR11	ENGR12	ENGR13	ENGR14	ENGR15	ENGR16	ENGR17	ENGR18	ENGR19	ENGR20
1. Develop Draft Recommended Plan for West Side WWTIP incorporating all recommendations accepted by the City																					
2. Prepare site layout for facilities to be newly constructed																					
3. Prepare site layout and conceptual plan for future expansion																					
4. Develop WWTIP base schematic																					
5. Develop WWTIP final schematic																					
6. Develop conceptual design and engineering																					
7. Coordinate and prepare final WWTIP																					
8. Prepare estimate of project costs for the recommended West Side WWTIP and related line																					
9. Prepare final engineering report																					
10. PUBLIC INVOLVEMENT																					
A. Develop methodology with residents - Survey and present draft plan for the WWTIP facilities to public																					
B. Meeting 1 with public																					
C. Meeting 2 with public																					
D. Meeting 3 with public																					
E. Review comments																					
F. Review plan, final engineering report with City and other engineering firms																					
G. Coordinate final engineering report of facilities to be constructed at the West Side WWTIP																					
H. Submit final engineering report to City																					
I. Submit final engineering report to City																					

SCOPE OF WORK

B. Submit Final Engineering Report to State and Federal Agencies															2	4	2									2,317.48																		
C. Submit recommended/approved plan to the Permitting Commission															32	32	32										3,046.40																	
TOTALS															656	130	2,442	112	19,222	16	184	46	368	660	64	64	102	180	\$183,634.62	438	354	112	\$63,820.00	286	435	4	40	\$65	\$29,885.00					
COST SUMMARY by TASK																																												
1. DEVELOPMENT OF SCOPE OF WORK															32	48																												
2. CONTRACT DEVELOPMENT															16	4																												
3. PRELIMINARY ENGINEERING DESIGN															170	262	36	88				40	18					24	72	20,590.82	20					3	6	4						
A. Project Coordination															64			44																										
B. Determine West Side WWTP Design Parameters															50	2	6	76				30	80	56	48	48	4	12	39,633.66	28	4	3			3,650.00	153	205							
C. Westwater Treatment Plant Site Remedial Items															110	104		366		32		16	80	100	16	16	2	18	12,094.78															
D. West Side WWTP Liquid Stream Process Selection and Unit Sizing															72		30	196				40	160				4	8	22,073.12	26		4			3,110.00	40	40				10			
E. West Side WWTP Effluent Line															60	6	492	266		24		40	160				4	8	16,316.96	12		4			7,467.80	24	32	7			7			
F. Biological Stabilization and Disposal Options - West Side WWTP															50	8	302	180		24		24	64				4	8	16,453.96	212	270	43			46,680.00	16	16				4,862.00			
G. Biological Disposal Options - West Side WWTP and Paul Robeson WWTP															56		180	88		24		40					24	40	10,910.00	32		40			10,910.00	32	56				13,948.00			
H. Dioxin Control Strategy															48		192		56	56		16	80	160																				
I. On-going Civil Recommended Plan for West Side WWTP Incorporating All Recommendations Accepted by the City															80	6	136		64		24	24					28	24	12,088.56	72	20	15			11,110.00	12	16			8		4,488.00		
4. PUBLIC INVOLVEMENT															36	44		36																										
5. SUBMIT FINAL ENGINEERING REPORT															856	130	2,442	112	19,222	16	184	46	368	660	64	64	102	180	\$183,634.62	438	354	112			\$63,820.00	286	435	4	40		96	\$99,985.00		
TOTALS																																												

ATTACHMENT 5a

ESTIMATE OF COSTS
ECO, INC.

WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
Project No. Fy-296

ECO, Inc. Projected Costs for City of Fayetteville Section 404 Permitting (MWY Project # FY296)

TASK	Personnel	Labor (hours) ¹	Labor Fee	Document Reproduction ²	Administrative Expenses ³	Travel Expenses ⁴	Task Totals
Initial site reconnaissance	BS	13.5	\$ 1,107.00	-0-	\$ 10.00	\$ 300.00	\$ 1,417.00
Develop project/site description	BS PD	3.0 3.0	\$246.00 \$ 234.00	\$ 25.00	\$ 50.00	-0-	\$ 555.00
Develop overview of applicable environmental regulatory programs and mitigative measures	BS PD	8.0 6.0	\$ 656.00 \$ 468.00	\$ 25.00	\$ 25.00	-0-	\$ 1,174.00
Site reconnaissance/video-documentation after site location is established	BS PD	12.5 12.5	\$ 1,025.00 \$ 975.00	-0-	\$ 15.00	\$ 480.00	\$ 2,505.00
Preparation of enclosures	BS PD	5.0 10.0	\$ 410.00 \$ 780.00	\$ 50.00	\$ 15.00	\$ 25.00	\$ 1,280.00
Completion for COE Form 4345	BS PD	2.0 12.0	\$ 164.00 \$ 936.00	\$ 15.00	\$ 15.00	-0-	\$ 1,130.00
Document Reproduction/report preparation	DC	10.0	\$ 250.00	\$ 150.00	\$ 15.00	-0-	\$ 415.00
Conferral w/ COE	BS PD	16.0 16.0	\$ 1,312.00 \$ 1,248.00	\$ 25.00	\$ 25.00	\$ 75.00	\$ 2,685.00
Conferral with resource agencies	BS PD	16.0 16.0	\$ 1,312.00 \$ 1,248.00	\$ 50.00	\$ 25.00	\$ 150.00	\$ 2,785.00
Meetings/conferral with project engineering firm	BS PD	16.0 16.0	\$ 1,312.00 \$ 1,248.00	\$ 50.00	\$ 50.00	\$ 480.00	\$ 3,140.00
Category Totals	BS PD DC	92.0 91.5 10.0	\$ 7,544.00 \$ 7,137.00 \$ 250.00	\$ 390.00	\$ 255.00	\$ 1,510.00	\$ 17,086.00
	Labor total	193.5	\$ 14,931.00				

Labor (hours)¹

ECO, Inc. personnel to be billed at the following hourly rates:

ECO, Inc. Project Personnel	Title	Fee/Hour
(BS) Bruce Shackelford	Project Director	\$ 82.00
(PD) Penny Derryberry	Senior Environmental Scientist	\$ 78.00
(DC) Debra Carpenter	Administrative Assistant	\$ 25.00

Document Reproduction²

May include, but not restricted to:

Charges for laser copies, laser color copies, report binders, size "D" drawings

Administrative Expenses³

May include, but not restricted to:

Charges for long-distance telephone, cellular telephone, postage, Fed Ex/UPS, topographic maps, aerial photographs

Travel Expenses⁴

May include, but not restricted to:

Charges for mileage, meals, lodging, supplies

ATTACHMENT 5b

ESTIMATES OF COSTS

GEOTECHNICAL SERVICES
LABORATORY TESTING
PHOTOGRAMMETRY

WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
Project No. Fy-296

GEOTECHNICAL SERVICES COST SUMMARY
WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
Project No. Fy-296

Geotechnical Services

Grubbs, Hoskyn, Barton & Wyatt, Inc.	\$14,000
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LAB TESTING COST SUMMARY
WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
Project No. Fy-296

Composite Samples – 6 Sites per Week

\$5,512.50 x 3 Weeks = \$16,537.50

Grab Samples – 6 Sites per Week

\$5,544.00 x 3 Weeks = \$16,632.00

\$33,169.50



Environmental Services Company, Inc.

CORPORATE OFFICE:
13715 W. MARKHAM - P.O. BOX 55146
LITTLE ROCK, ARKANSAS 72215
(501) 221-2565 - FAX NO. (501) 221-1341
E-MAIL: corporate@escilabs.com

NORTHWEST BRANCH:
1107 CENTURY
SPRINGDALE, ARKANSAS 72762
(501) 750-1170 - FAX NO. (501) 750-1172
E-MAIL: nwbranch@escilabs.com

McGoodwin, Williams, and Yates
ATTN: Jeff Richards
909 Rolling Hills Drive
Fayetteville, AR 72701

February 7, 2000

Dear Mr. Williams

I want to thank you for the opportunity to submit a quote for environmental services. I believe we can provide you a level of service that will benefit your company the most. Below is a quote for services that we will be able to provide.

Here are some of the benefits of allowing ESC to serve you.

1. More than 28 years of providing expert analytical and consulting support to industries, municipalities, government entities, and other consultants and engineers.
2. Certified by several different entities, including the Arkansas Department of Environmental Quality and several private sector organizations
3. Quality assured by a comprehensive Quality Assurance Program.
4. A well qualified, dependable staff of professionals who are eager to do whatever it takes to get the job done.
5. Turnaround within seven business day (and many times much less) of sample receipt for the work outlined below.
6. Notification of excursions (violations) even prior to report preparation—We will input all possible appropriate permitted limits so that the analysts inputting your test results will be alerted to your noncompliance results. A notification is then faxed to you so that you may begin making modification even before you have received your final computer-generated report.
7. Personalized service that allows you to spend more time actually managing your system rather than shuffling data. We will prepare as much of the chains of custody as possible in advance of sampling so that your time is saved.

Environmental Services Company, Inc.

CORPORATE OFFICE:
13715 W. MARKHAM - P.O. BOX 55146
LITTLE ROCK, ARKANSAS 72215
(501) 221-2565 - FAX NO. (501) 221-1341
E-MAIL: corporate@esclabs.com

NORTHWEST BRANCH:
1107 CENTURY
SPRINGDALE, ARKANSAS 72762
(501) 750-1170 - FAX NO. (501) 750-1172
E-MAIL: nwbranch@esclabs.com

QUOTE

Based on the information we've discussed, here is a quote for services. As always, the per/sample pricing includes all sample containers, preservatives, labels, chains of custody, original faxing, and final reporting. Pricing is discounted for a two week minimum testing period. Please provide two week notice prior to ordering sampling and analysis.

24 hour Composite Sample

Parameter	Frequency	Price
		\$ 50.00
Sampler Rental	Daily	16.25
BOD, 5-day	Daily	13.00
Ammonia-Nitrogen	Daily	16.25
Total Kjeldahl Nitrogen	Daily	16.25
Total Phosphorous	Daily	9.75
Ortho-Phosphorous	Daily	9.75
Total Suspended Solids	Daily	
		\$ 131.25
Total per Sample		
(Six Sites for one week \$5,512.50)		



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E-MAIL: nwbranch@esclabs.com

QUOTE Continued

Grab Sampling

Parameter	Frequency	Price
Dissolved Oxygen	2 per day	\$ 7.50
Volatile Fatty Acids	2 per day	18.75
pH	2 per day	7.50
Total Sulfide	2 per day	13.50
Atmospheric H ₂ S	2 per day	18.75
Total per Sample		\$ 66.00
(Six Sites for one week \$ 5,544.00)		

I hope that you find this pricing acceptable to you. We would really like to be able to provide you with quality service. Please contact me if you have any questions or schedule any work you would like for us to begin.

Again, thank you for allowing Environmental Services Company, Inc. the opportunity to provide you with this quote.

Sincerely,



Vernon L. Pate
Branch Manager

PHOTOGRAMMETRY SERVICES COST SUMMARY
WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
Project No. Fy-296

Photogrammetry - M. J. Harden Associates, Inc.

Aerial Photography	\$ 900
Orthophoto Map - Plant Site - City Property	2,650
Orthophoto Map - Effluent Line Corridor	<u>7,430</u>
Total	\$10,980

Ground Control by MWY in Attachment 4.

ATTACHMENT 5c

**ESTIMATE OF COSTS
HANIFIN ASSOCIATES, INC.**

**WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
Project No. Fy-296**

Strategic Communications Program Tasks
City of Fayetteville, Arkansas
Water Quality Improvement Projects

Dr. Linda Hanifin Bonner, Hanifin Associates, Inc.
Subcontractor to McGoodwin, Williams and Yates

Job Number: 308

Date: 02/03/2000 14:10

COSTS

TASK	Hourly Rate	PROJ OFFICER	PROD SPEC	GRAPHIC DESIGN	HRS ACTUAL	DIRECT LABOR COSTS	ODC's (General)	ODC's (Subcontractors)	TOTAL
	91.00	LHB	CAQ	SBR					
TASK 1 - Program Development		392	40	0	432	\$37,544.00	\$7,500.00	\$0.00	\$45,044.00
TASK 2 - Public Opinion Survey		92	120	0	212	\$13,988.00	\$500.00	\$0.00	\$14,488.00
TASK 3 - Public Officials Workshop		36	34	24	94	\$6,739.20	\$1,000.00	\$0.00	\$7,739.20
TASK 4 - Water Quality Education Exposition		44	46	64	154	\$11,148.80	\$12,000.00	\$0.00	\$23,148.80
TASK 5 - Web Page Update		16	18	0	34	\$2,298.40	\$0.00	\$0.00	\$2,298.40
TASK 6 - Education Kiosk Displays		8	12	48	68	\$5,033.60	\$500.00	\$0.00	\$5,533.60
Subtotal Hours		588	270	136	994	\$76,752.00	\$21,500.00	\$0.00	

J:\308 Arkansas - Fayetteville\Spreadsheet\02.6 rates.xls\PROPOSAL

Strategic Communications Program Tasks
City of Fayetteville, Arkansas
Water Quality Improvement Projects

Dr. Linda Hanifin Bonner, Hanifin Associates, Inc.
Subcontractor to McGoodwin, Williams and Yates

Job Number: 308

Date: 02/03/2000 14:10

COSTS

TASK	PROJ OFFICER	PROD SPEC	GRAPHIC DESIGN	HRS ACTUAL	DIRECT LABOR COSTS	ODC's (General)	ODC's (Subcontractors)	TOTAL
	91.00	46.80	78.00					
	Hourly Rate							

TASK 1 - Program Development								
a. Analyze documentation and program development	24	8		32	\$2,558.40			\$2,558.40
b. Material(s) preparation	40	20		60	\$4,576.00			\$4,576.00
c. On site work 3 days, two wks/mlth	288			288	\$26,208.00	\$7,500.00		\$33,708.00
d. Program evaluation Rpt	24							
e. Progress Reports	16	12		28	\$2,017.60			\$2,017.60
Subtotal Hours	392	40	0	408	\$35,360.00	\$7,500.00	\$0.00	\$42,860.00

TASK 2 - Public Opinion Survey								
a. Questionnaire design	16	8		24	\$1,830.40			\$1,830.40
b. Survey Implementation	20	32		52	\$3,317.60	\$500.00		\$3,817.60
c. Data input and analysis	16	60		76	\$4,264.00			\$4,264.00
d. Report preparation - interim, draft findings	40	20		60	\$4,576.00			\$4,576.00
Subtotal Hours	92	120	0	212	\$13,988.00	\$500.00	\$0.00	\$14,488.00

Strategic Communications Program Tasks
City of Fayetteville, Arkansas
Water Quality Improvement Projects

Dr. Linda Hanifin Bonner, Hanifin Associates, Inc.
Subcontractor to McGoodwin, Williams and Yates

Job Number: 308
02/03/2000 14:10

COSTS

TASK	PROJ OFFICER	PROD SPEC	GRAPHIC DESIGN	HRS ACTUAL	DIRECT LABOR COSTS	ODC's (General)	ODC's (Subcontractors)	TOTAL
	91.00	46.80	78.00					
	Hourly Rate							

TASK 3 - Public Officials Workshop								
a. Workshop design plan	8	4		12	\$915.20			\$915.20
b. Handout materials (1 draft, 1 final version)	16	18	24	58	\$4,170.40	\$1,000.00		\$5,170.40
c. Workshop coordination		12		12	\$561.60			\$561.60
d. Prep session/rehearsals				0	\$0.00			\$0.00
e. On-site set-up, mgmt, facilitation, documentation services				0	\$0.00			\$0.00
f. Follow-up tasks	12			12	\$1,092.00			\$1,092.00
Subtotal Hours	36	34	24	94	\$6,739.20	\$1,000.00	\$0.00	\$7,739.20

TASK 4 - Water Quality Education Exposition								
a. Formal and material design	12	8	24	44	\$3,338.40			\$3,338.40
b. Public notification (use existing brochure) coordinate production and mailing activities w/City staff		12		12	\$561.60	\$10,000.00		\$10,561.60
c. Prep, coordination and input copy reviews of exposition materials and press notices	24	18		42	\$3,026.40			\$3,026.40
d. Graphic material production			40			\$1,000.00		\$1,000.00
e. Set-up, facilitation and management services				0	\$0.00	\$1,000.00		\$1,000.00
f. Follow-up tasks w/public	8	8		16	\$1,102.40			\$1,102.40
Subtotal Hours	44	46	64	154	\$8,028.80	\$12,000.00	\$0.00	\$19,028.80

Strategic Communications Program Tasks
City of Fayetteville, Arkansas
Water Quality Improvement Projects

Dr. Linda Hanifin Bonner, Hanifin Associates, Inc.
Subcontractor to McGoodwin, Williams and Yates

Job Number: 308

Date: 02/03/2000 14:10

COSTS

TASK	PROJ OFFICER	PROD SPEC	GRAPHIC DESIGN	HRS ACTUAL	DIRECT LABOR COSTS	ODC's (General)	ODC's (Subcontractors)	TOTAL
	91.00	46.80	78.00					
	Hourly Rate							

||:

TASK 5 - Web Page Update

a. Design update	8	12		20	\$1,289.60			\$1,289.60
b. Coordinate documentation		6		6	\$280.80			\$280.80
c. Response activities	8			8	\$728.00			\$728.00
Subtotal Hours	16	18	0	34	\$2,298.40	\$0.00	\$0.00	\$2,298.40

||:

TASK 6 - Education Kiosk Displays

a. Design modules	8	4	24	36	\$2,787.20			\$2,787.20
b. Graphic production			24			\$500.00		\$374.40
c. Coordination and placement		8		8	\$374.40			\$374.40
Subtotal Hours	8	12	48	44	\$3,161.60	\$500.00	\$0.00	\$3,161.60

||:

**STRATEGIC COMMUNICATION PROGRAM
WORK PLAN FOR THE
CITY OF FAYETTEVILLE, ARKANSAS
WATER QUALITY IMPROVEMENT PROGRAM**

**Dr. Linda Hanifin Bonner, Hanifin Associates, Inc.
Subcontractor to McGoodwin, Williams and Yates
January 2000**

OVERVIEW

Facilitating support for infrastructure projects in today's environment is a challenging process for public officials. Fundamentally, these challenges result from the opinions people have, based on the relationship to the varying influences that occur in their lives. These influences in turn stimulate the actions people may take to either support or oppose projects, according to how they perceive their need, intended purpose, and resulting financial impacts to affect them. Understanding how the relationship of these varying factors influence public opinion is a critical step to developing public support.

Specifically, we know that public opinion is influenced by perceptions -- the emotional and thought processes that are derived by the knowledge individuals may have about a topic and experiences they may have had relating to a specific issue. As witnessed by the vast array of media promotions, public opinion and support is stimulated by communication techniques -- the messages received, the messengers, and methods used to convey them. Subsequently, garnering public support requires three distinctive activities.

1. We must first understand the levels of knowledge in which the differences in points of view held by the public and the factors influencing them exist.
2. Next, we need to understand the relationship between the influencing factors to public opinion and the actions taken by policy officials in making decisions to pursue infrastructure projects that improve and protect water quality.
3. And finally, before we can reach agreement on the actions needed to obtain public support, we must have a plan in place that defines the steps to: a) obtain the essential information, b) have the support of public officials to pursue a specific course of action, and c) assures that a communication system is established to facilitate both the internal and external elements in the development of a strategic communications program.

A Two-Phased Approach

The strategic communications program for the City's planned infrastructure projects is a two-phase endeavor. This work plan presents the activities that must occur during the initial work of the technical team. Once the first phase is completed, an evaluation and assessment process on the activities and their results is performed.

The second phase activities then build upon the accomplishments from the first phase, and decisions are made as to the type of and level of efforts required.

It is important to note that the first phase activities are intended to establish an important baseline and foundation of support for the City for all of its water quality improvement projects. The work in this phase is an integrated system of communication, education and dialogue activities. Functioning in parallel efforts, the communication and education systems both gather and disseminate critical data (through various forms of research endeavors). These research activities are intended to provide the City's management team with a fundamental understanding of the knowledge and opinions held by the public on specific issues relating to the successful financing and construction of all of its water quality improvement projects.

This research process becomes the initial entre' and foundation to garnering public support. It is both a learning and discovery process about the differences in perspectives that people have about a topic under discussion. As an example, in the questioning process people often learn for the first time the reasons why various policy decisions were made on infrastructure projects - such as approving the design and construction of wastewater treatment plants, upgrading technical processes, or of the plans to construct water mains and transmission lines. These insights further lead to discovering the reasons people believe such projects either negatively affect or enhance their values and ultimately the economic framework of their lives.

Throughout the various activities of this work, the dialogue process that occurs between the management team, the public and policy officials facilitates important ongoing education. Dialogue provides opportunities to explore in greater detail issues that may lead to other important facts affecting the success of a project. Its value is its ability to clarify immediately erroneous facts and information that could ultimately affect the City's efforts to obtain their needed financing.

Team Organization

Setting this plan into action requires several functions. Occurring immediately as the technical work is initiated, one of these efforts (in Task 1) is the management team's organizational efforts. The management team consists of project managers from the City and each of the consulting teams. This overall effort is facilitated by the Communications Program consultant. At these initial meetings, it is critical for the management team to:

- a) reach agreement on consistent decision-making procedures within the group,
- b) define and reach agreement on clearly defined objectives about what the management team desires to achieve in this program, and their roles in the process, and,
- c) develop its own internal communication process and milestones.

These initial activities also serve as a valuable team-building function. Upon reaching agreement on the components described in following program plan, the management team is then positioned to collaborate in the implementation of the identified strategic communications program plan tasks. It is envisioned that the majority of these tasks will occur simultaneously during the design phase of the technical work.

PROGRAM GOALS

Serving as core milestones for the City, the following goals are proposed for the overall strategic communications program, encompassing all of the water quality improvement projects.

1. Attain public support on methods to finance the construction of the City's planned water quality improvements projects
2. Achieve a high level of positive public support for the City's decisions to implement a major program to improve and protect water quality, while providing for ongoing economic growth.
3. Effectively address the concerns of Farmington City officials, adjacent property owners and area Fayetteville residents about the City's plans to construct a new wastewater treatment plant for water quality improvements.

Program Plan Objectives

Functioning as the guiding direction for the Program, the following objectives are proposed in order to achieve the identified goals.

1. Pursue an educational program that builds a foundation of public support for the City's plans to finance the construction of all its water quality improvement projects.
2. Facilitate an ongoing internal communication process among public officials to ensure that messages are consistent in order to achieve the public's trust in the City's activities to fulfill its commitments to water quality improvement and protection.
3. Establish a communications and dialogue system among all parties to effectively mitigate unforeseen challenges.

The Initiatives Developed at this time to Accomplish the Program Plan Objectives, and achieve the Program Goals Include:

- ▶ A Public Opinion Survey - that determines the level of support that exists and issues affecting the City's ability to finance its construction plans, and knowledge levels about infrastructure projects that protect water quality.
- ▶ A Public Officials Workshop - designed to ensure that all decision-makers are knowledgeable about the available methods to finance and construct its new water quality facilities. The workshop provides public officials with the information from the survey in order to understand the actions required to achieve the City's improvement plans.
- ▶ A Water Quality Education Exposition - that is an all day event to designed educate the public about the relationship of all of the projects within the City's water quality

management program, and how federal regulations pertaining to these factors affect the costs of quality.

- ▶ Update the City's Web Page - to ensure that ongoing information about the project is always available and that citizens have a mechanism to provide feedback to the project team.
- ▶ Provide Education Kiosk Displays - that are self-standing information booths placed in public buildings, presenting the City's plans and schedule for all of its water quality improvement projects.
- ▶ Program Development and Facilitation - provides the essential ongoing program management, facilitation and documentation services, and bi-weekly work efforts performed in Fayetteville.

A description of the task components follows.

Task 1. Program Development, Facilitation, and Coordination

Objective Facilitate an ongoing internal communication process among public officials to ensure that messages are consistent in order to achieve the public's trust in the City's activities to fulfill its commitments to water quality improvement and protection.

This task provides related program management efforts required to implement this scope of work. It includes all expenses associated with providing weekly on-site services, bi-monthly, and meetings for a 6-month period with the management team and City officials, overall program development and reporting requirements, in order to get the public's support for the project completed prior to the City's elections.

Work Elements

- a. Analyze documentation compiled on previous activities and produce program design.
- b. Prepare materials, participate in, and facilitate meetings with the management team and City officials, to address program issues, review materials and reach agreement on program and activities and participation.
- c. Provide ongoing program management, documentation and coordination services, to support the engineering consultant and City staff on specific areas defined within the scope of work.

Deliverables

- Overall schedule and flow chart of final education program
- Issue analysis for team discussion and work session purposes.
- Progress reports and meeting materials on program activities that identify options to mitigate or resolve project challenges.
- Program Assessment Report

Meetings

Incorporate's management team meetings and City officials, for all program tasks in order to review program materials, facilitate planning and preparation tasks, and assure that project objective is achieved.

Resource Hours - 432 - ODC's fund expenses required to provide bi-monthly, three days a week, on-site services for a period of six months.

Task 2. Public Opinion Survey

Objective Attain a level of understanding of the public's knowledge of the costs to construct projects for water quality improvements and attain compliance with federal and state regulations, in order to effectively develop educational messages about proposed financial plans and gain public support.

This task is a critical component to gaining the support of both the policy officials and the public regarding future financing schemes. From this information, a stronger level of information is known as to how much, and under what schemes, the public is willing to pay for the City's water quality improvement projects. This information is provided first to the public officials during their workshop on financing schemes, and is later used to answer the public's critical questions during the educational exposition about the relationship of costs to water quality improvement projects.

Work Elements

- a. Questionnaire design and approval
- b. Survey implementation (1500 selected sample) (City assumes printing and mailing expenses)
- c. Data input and analysis
- d. Report

Deliverables

- Survey design and process memorandum
- Draft and final versions of questionnaire
- Interim report
- Draft Findings Report
- Final Findings Report

Meetings - for this task are incorporated into the level of efforts specified in Task 1.

Resource Hours - 212 ODC's allocated for this task represent supplies required for the implementation of the survey.

Task 3. Public Officials Workshop

Objective: Achieve a unified position of support from the City's policy officials regarding the financing of the water quality improvement projects, and the messages to convey to the public about the overall program plans.

Educating City officials about the public's level of knowledge and opinions regarding the City's efforts to develop its financial plans to construct the proposed water quality improvement projects is the second most essential task. A Strategic Planning Workshop for the public officials and their consultant team will be designed and facilitated. Using information from the public opinion survey, the ensuing discussions session are intended to identify and reach agreement as to how certain matters will be addressed and answered. The results of this workshop is an a strategic communications plan that is supported by City officials, and builds trust, acceptance and support for the proposed projects. The workshop is intended to identify how communications with the public will occur, address the issues and concerns of Farmington, and fundamentally secure their willingness to become project advocates for the planned exposition.

Work Elements

- a. Produce for each workshop a design plan
- b. Prepare one draft and one final version of handout materials.
- c. Organize and provide coordination services between community leaders and City officials
- d. Conduct preparation sessions/rehearsals for City staff.
- e. Provide onsite set-up, management, facilitation, and documentation services for workshop activities.
- f. Perform limited follow-up tasks and support to City staff.

Deliverables

- Briefing document on format design, logistics, coordination functions and event schedule.
- One individual to assist with coordination and set-up services
- Event preparation-dry run.
- Draft meeting/event materials for City production.
- Event/documentation and follow-up tasks

All workshop materials are produced in draft format for discussion/review and approvals by City staff, with final (camera-ready) copies delivered a minimum of five (5) days prior to the meeting date for reproduction by City services.

Meetings - include 3 briefing sessions on the workshop design and implementation; preparation and rehearsal sessions that are integrated into Task 1.

Resource Hours - 94 ODC's allocated are designated to cover workshop fees, supplies and materials expenses.

Task 4. Public Education Exposition

Objective: *Provide a unique and an effective forum that educates and informs residents about the necessity of water quality improvements and the relationship of costs to complying with regulation, and builds support for the City's actions to finance and construct the infrastructure projects in its water quality improvement program plan.*

This exposition is planned to occur in late April, or mid-May, in order to coincide with spring/earth day festivities. Designed as either an outdoor event, or held inside in a gymnasium, the exposition includes displays, interactive videos of treatment plant technology, pipelines, water quality sampling. Special efforts are planned to assure that students, science classes, and groups such as scouts participate, together with public education officials from the Water Environment Federation.

Work Elements

- a. Format and material and graphic design, pre-production efforts, and coordination with the WEF Public Education Committee.
- b. Coordination with City staff for Public notification using the already produced, *Clean Water Investment* brochure for all mailing activities;
- c. Production and coordination services; input of copy reviews of exposition materials among team members and preparation of press notices.
- d. Set-up, facilitation and management services
- e. Follow-up tasks with public

Once the exposition plan and budget is approved, the public is notified through a special mailing that includes the special educational clean-water brochure. This event is widely promoted. Additional publicity efforts include involvement of local television and area environmental groups press releases and public service announcements.

Deliverables:

- Two (2) draft versions and 1 final for review of all materials
- Camera-ready copy of exposition graphic materials delivered to the City printing
- Public notice delivered for printing, and brochures for mailing by City services.
- One (1) draft copy of two (2) press releases and delivery of final copy to the City for distribution to local media.

Meetings - associated with completing these work activities are incorporated into the level of effort for Task 1.

Resource Hours - 154 ODC's allocated pay for the water quality brochure and production of the graphic materials required for the exposition.

Task 5. Web Page Update

Objective To provide an effective communication process for citizens to provide their concerns and questions about the planned activities.

Once the survey is completed, a special section to the City's web page will be developed to maintain tracking procedures for the project. It becomes one of the central sources of ongoing information about all of the City's activities relating to the water quality improvement program projects.

Work Elements

- Establish the e-mail address, web page and search engines.
- Provide documentation services to all inquiries (within the identified budget).

- Writing and response activities for inquiries.

Ongoing feedback from residents from a 1-800 line, together with the use of an electronic mailbox will serve as effective communication mechanisms to address citizen inquiries and gain support for the overall project. All inquiries received are reviewed, and documented by the consultant. Responses to the 20 (previously identified) questions are provided immediately, and documentation forwarded to all team members for information purposes.

Deliverables

- A documented record of citizen comments
- Written procedures that identify how citizen inquiries are handled.
- A Public Response Notebook maintained by Hanifin Associates during the course of the project to document all inquiries and responses, including copies of e-mail responses.
- One (1) draft and final report on the documentation of the public education project

Meetings - associated with this task are incorporated into the Task 1 level of effort.

Resource Hours - 34

Task 6. Educational Kiosk's

Objective To continue the education process of building water quality projects, as free standing units in libraries, public buildings or schools.

The educational kiosks use the materials derived for the exposition, to address many of the questions and issues about this overall project. It uses the information developed for the exposition. It is envisioned that three kiosk displays will be produced with information about the projects, the web page, and other sources necessary.

Elements and Resource Hours - 48 ODC's allocated cover graphic materials.

Deliverables

- a. Module Design
- b. Materials and graphic production
- b. Coordination and placement

Meetings - associated with this task are incorporated into the Task 1 level of effort.

**ATTACHMENT 6
ENGINEERING COST SUMMARY
WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
MWY Project Number Fy-296**

Engineering

McGoodwin, Williams and Yates

Direct Labor	\$183,635
Overhead on direct Labor (1.55)	284,634
Subtotal MWY Direct Labor + Overhead	\$468,269

Engineering Subcontracts

Boyle Engineering	\$99,985
Webster Environmental Associates	83,820
Subtotal Engineering Subcontracts	\$183,805

Total Engineering **\$652,074**

Technical Support Services

Environmental Consulting Operations, Inc	\$17,086
Geotechnical Services	14,000
Laboratory Sampling and Testing (3 Weeks)	33,170
Photogrammetry	10,980
Subtotal Technical Support Services	\$75,236

Public Involvement

Hanifin Associates, Inc.	\$98,252
Subtotal Public Involvement	\$98,252

Reimbursable Expenses

Air Travel	\$28,800
Car Rental	2,820
Lodging	4,425
Meals	4,590
GPS Equipment Rental	1,000
Subtotal Reimbursable Expenses	\$41,635

Total Estimated Project Costs	\$867,197
Professional Fee	88,105
Total Project Costs	\$955,302

TRAVEL COST SUMMARY
WEST SIDE WASTEWATER TREATMENT PLANT
FAYETTEVILLE, ARKANSAS
Project No. Fy-296

Air Travel

Site Visits	\$21,000
WEA	3,000
Boyle	<u>4,800</u>
	\$28,800

Car Rental

Site Visits	\$ 1,500
WEA	720
Boyle	<u>600</u>
	\$ 2,820

Lodging

Site Visits	\$ 2,625
WEA	900
Boyle	<u>900</u>
	\$ 4,425

Meals

Site Visits	\$ 3,150
WEA	540
Boyle	<u>900</u>
	\$ 4,590

ITEM 5

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project), plus a fixed fee which are as follows:

- 1) "Construction" phase services costs not to exceed: To be negotiated
- 2) Fixed fee for "Construction" phase services: To be negotiated
- 3) Engineering contract amount for "Construction"
Phase services not to exceed: To be negotiated

(Based upon an assumed construction period not to exceed days.)

The basis for this estimate is Appendix _____. The "ENGINEER" shall invoice the "OWNER" monthly for construction phase services, and the final payment for "Construction" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Construction" phase of the project.

E. "Geotechnical Investigation" Services:

For geotechnical investigation services associated with design, the "OWNER" shall pay the "ENGINEER" on the basis of hourly rates and unit prices set forth in Appendix a fee, not to exceed \$. The basis of this upper limit and justification for the fee is contained in Appendix ____ attached hereto.

F. "Special" Services:

"Special" Services are described in APPENDIX "C".

SECTION XIII – CHANGES

The "OWNER" may at any time, by written order, make changes within the general scope of the contract in the work and services to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable increase or decrease shall be made in the upper limit contract amount, including fee or time of required performance, or both, and the contract shall be modified in writing accordingly.

Changes, modifications or amendments in scope, price or fees to this contract shall not be allowed ^{WITHOUT SP 3/14/00} within a formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, price of fees.

Any claim by the "ENGINEER" for adjustment under this clause must be asserted with thirty (30) days from the date of receipt by the "ENGINEER" of the notification of

SECTION III - INFORMATION & SERVICES

The "OWNER" will furnish any specifications, standards and other information which may relate to the project including GPS survey data. Aerial mapping data will be provided, free of charge, to the "ENGINEER" on magnetic media.

SECTION IV-A - SERVICES TO BE FURNISHED BY THE "ENGINEER" DURING "PRELIMINARY REPORT" PHASE

The scope of work to be performed during the Preliminary Report Phase is described in Appendix 1-A.

SECTION IV-B - SERVICES TO BE FURNISHED BY THE "ENGINEER" DURING "DESIGN" PHASE

The Engineer will furnish services under this section, which will be amended upon completion of the Preliminary Report Phase. The scope of work and cost for this phase have not yet been developed.

The project will be designed and constructed to meet water and sewer standards in accordance with the "OWNER'S" Water and Sewer, and other related Standards. Construction specifications shall be based on "Standard Specifications for Highway Construction Edition 1996 of the AHTD" and latest special provisions and City of Fayetteville Specifications relating to the design of this project. The design concept with regard to water and sewer relocations, geometric, detours, right-of-way, utility easements, and other related items shall be submitted by the "ENGINEER" (in the form of a Preliminary Engineering Assessment) and approved by the "OWNER" prior to beginning design work.

The "ENGINEER" shall provide all field survey data from field work for designing the project and this shall be tied to the "OWNER'S" GPS control network.

The "ENGINEER" shall be responsible for obtaining, interpreting and evaluating geotechnical or any other form of data necessary for the design of this project.

Eliminated incomplete sentence
The "ENGINEER" shall provide surveying, mapping, and related services as required to prepare Right-of-Way/Easement documents for the "OWNER'S" use in acquisition activities.

The "ENGINEER" shall furnish plans to all utility companies affected by the project and, if necessary, shall conduct a coordination meeting among all affected utility companies to enable them to coordinate efforts for the necessary utility relocations. This coordination meeting will take place at the City Engineer's office.

During the final "Design" phase of the project, the "ENGINEER" shall conduct final designs to

8. Prepare and verify monthly and final estimates for payments to the contractor and furnish to the Owner any necessary contractor certifications as to payments to subcontractors and suppliers; assemble written guarantees which are required by the contract documents.
9. Attend, in company with the Owner's representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents.
10. Furnish to the Owner a reproducible copy of the record drawings for the project. Provided the Owner executes a release of liability regarding the use of the digital data, the Engineer shall also furnish AutoCad electronic digital drawings files for the project.
11. Prepare an operation and maintenance manual for the facilities.

SECTION X. SUBCONTRACTING

Subcontracting by the Engineer of any of the services provided herein shall require prior approval by the Owner, provided, however, that it is understood and agreed that the Engineer shall receive professional assistance for portions of the work from Boyle Engineering; Webster Environmental Associates; ECO, Inc.; Hanifin Associates; and Grubbs, Hoskyn, Barton & Wyatt, Inc., and that no further approval for these firms is required.

SECTION XI. TIME OF BEGINNING AND COMPLETION

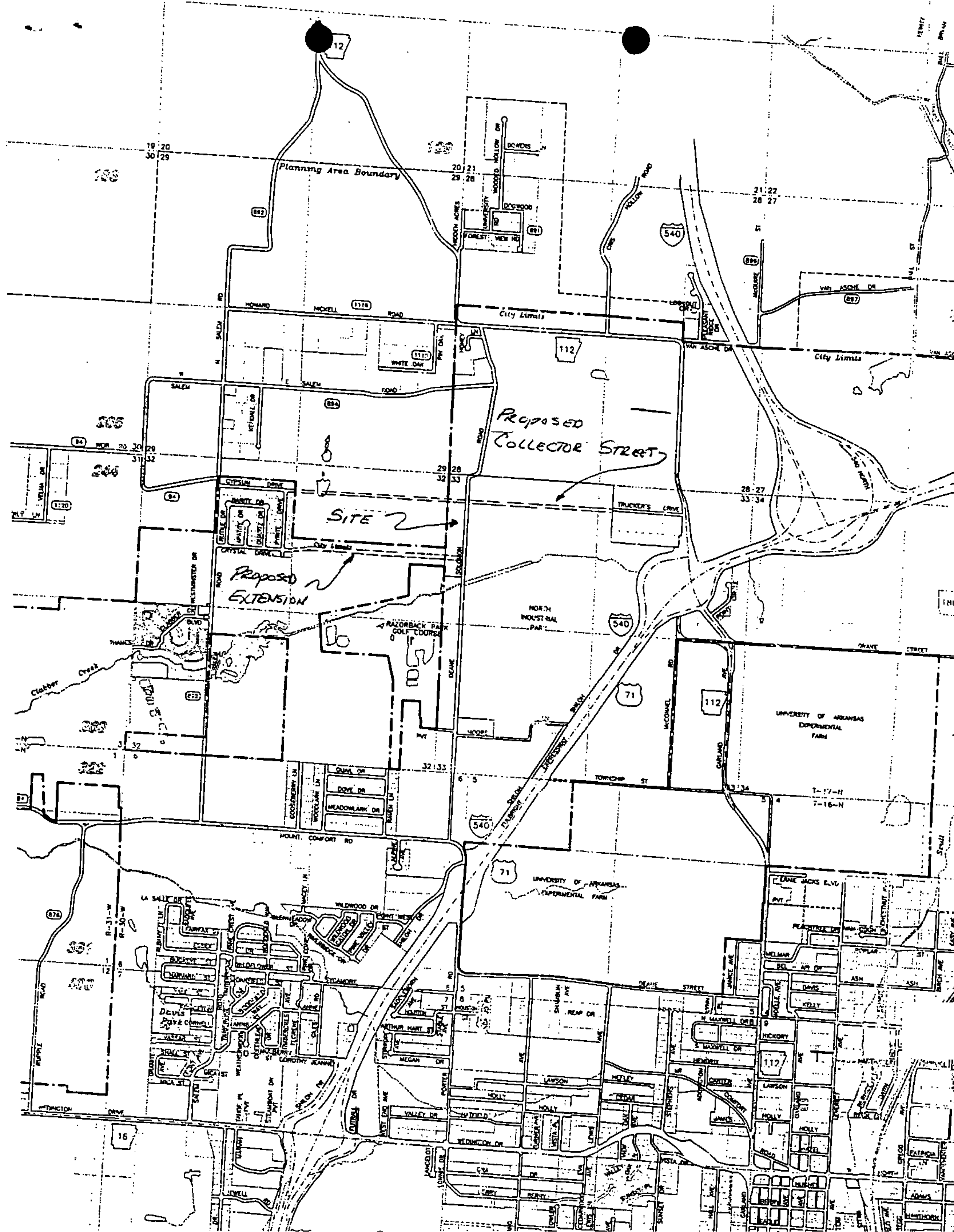
The Engineer shall begin work under this Agreement within ten (10) days of notice to proceed. It is anticipated that the time required to complete the preliminary studies, design and preparation of preliminary design report will be approximately eight months and is contingent on timely receipt of data from the Owner and other parties necessary to develop design parameters.

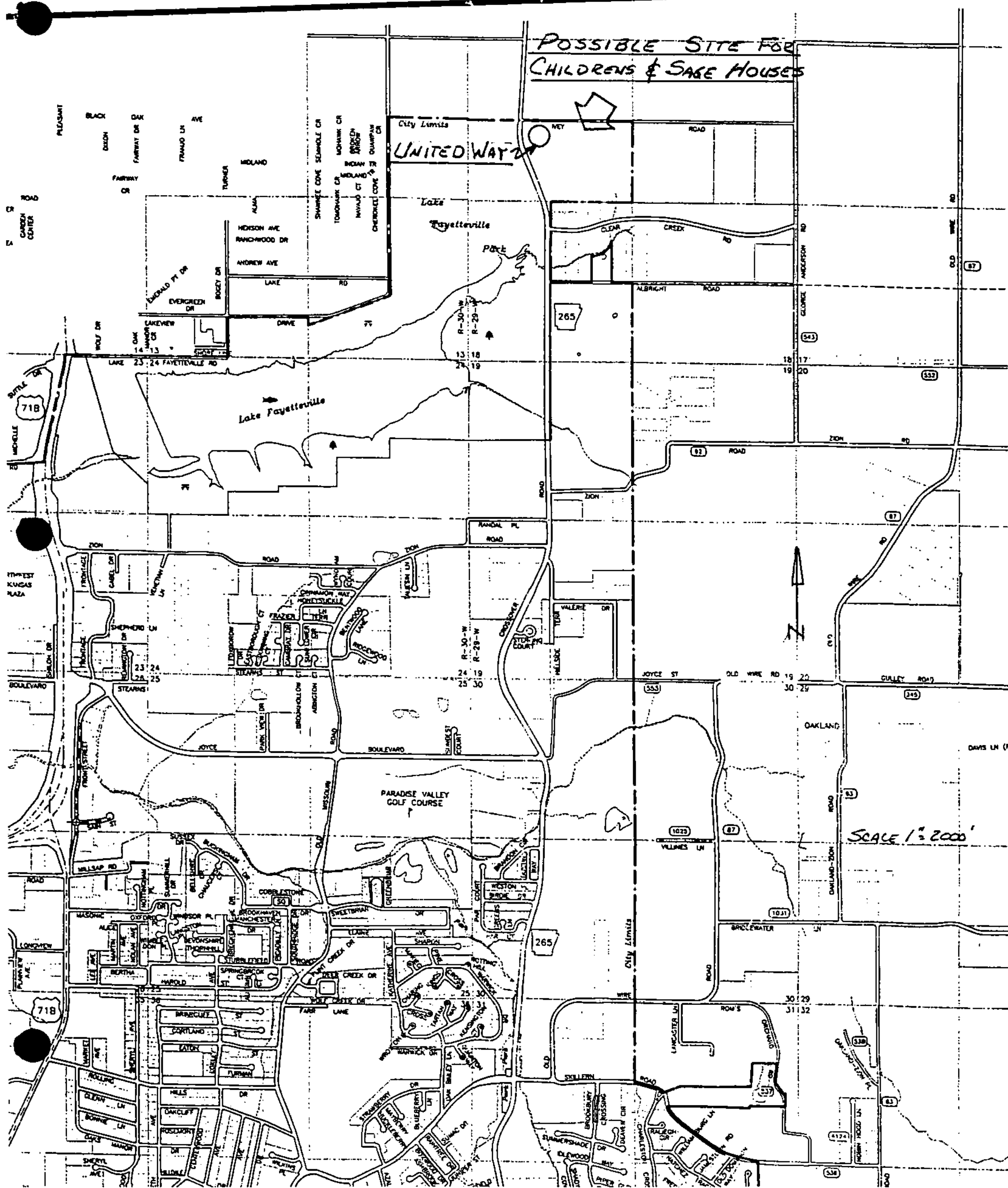
SECTION XII. FEES AND PAYMENTS

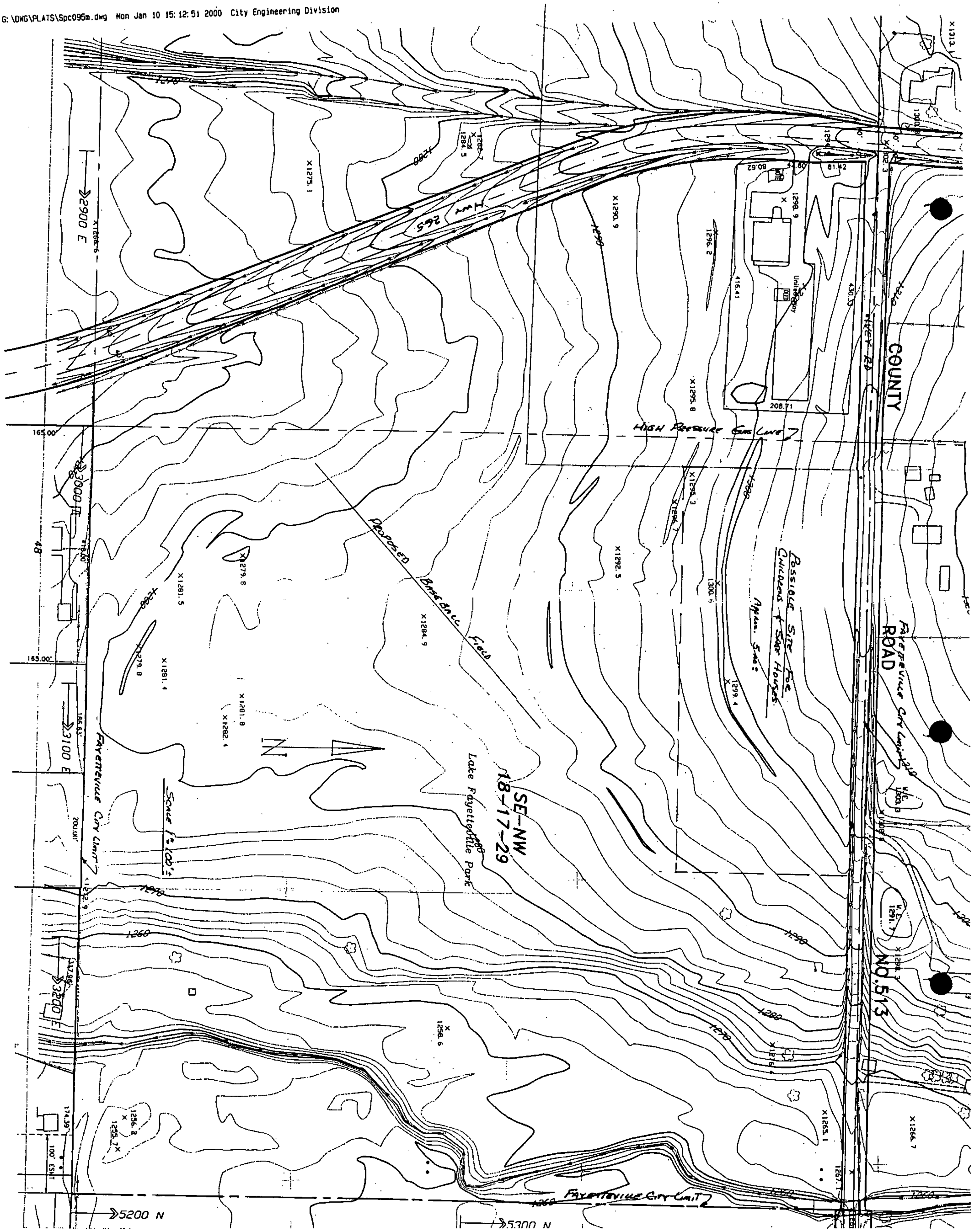
In consideration of the performance of the foregoing services, the Owner shall compensate the Engineer as follows:

- A. For engineering services set out under Section IV.A, payment shall be based on cost for actual time required to perform the work by the employees. Compensation shall be based on actual salary cost for the person doing the work plus overhead at 1.55 times the actual salary cost, plus a fixed fee in the amount of \$88,105, plus reimbursable expenses associated with the project. A range of salary costs for the various classifications of employees is included in Attachment 3.

The Engineer agrees to keep an accurate record of the hours of the personnel working on the project. The Estimate of Salary Costs for the Engineer is shown on Attachment 4.









FINAL AGENDA FOR CITY COUNCIL MEETING MARCH 21, 2000

A meeting of the Fayetteville City Council will be held on March 21, 2000 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

A. CONSENT AGENDA

1. **APPROVAL OF MINUTES:** Approval of the minutes of the March 7, 2000 City Council meeting.
2. **MUD CREEK TRAIL:** A resolution approving a contract in the amount of \$4,509.00 with Milholland Engineering for the design of a multi-use trail along Mud Creek.
3. **MAINTENANCE BUILDING:** A resolution awarding Bid No. #2000-24 to the lowest bidder, Heckathorn Construction Co., in the amount of \$190,863 plus 15% contingency and a budget adjustment in the amount of \$19,492 for the construction of the solid waste container maintenance building.
4. **ADVANTAGE ARKANSAS PROGRAM:** A resolution certifying local government endorsement of Computer Management Information Systems located at 2927 N. Point Cir, Ste 1, Fayetteville, Arkansas to participate in the Advantage Arkansas Program (Act 947 of 1993).
5. **YOUTH CENTER:** A resolution authorizing substitute uses of funds appropriated to the Fayetteville Youth Center on Resolution 93-99. The Youth Center Board requests Resolution 93-99 be amended to provide maintenance at the Youth Center as per their revised maintenance schedule dated February 8, 2000.
6. **GULLEY PARK:** A resolution approving RFP #00-06 for Gulley Park Tot Lot Playground to Arkoma Playground and Supply in the amount of \$49,999.
7. **BLOCK GRANT:** A resolution approving a budget adjustment and expressing the willingness of the City of Fayetteville to utilize Federal Aid Funds in the amount of \$150,000 for improvements to Block Avenue from Dickson Street south and to provide 20 percent (\$37,500) matching funds.
8. **PARKING EQUIPMENT:** A resolution authorizing the Mayor to execute contracts for the purchase and installation of parking management equipment for the Municipal Parking Deck and approving a budget adjustment funding request.

B. OLD BUSINESS

1. **SENIOR COMMUNITY CENTER:** An ordinance approving a 2 mil tax for one year to fund a Senior Citizens Center/Services.
2. **RZA 00-1:** An ordinance approving annexation request RZA 00-1.00 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south of Mount Comfort Road. The property is in the planning growth area and contains approximately 15 acres. The request is to annex subject property into the City of Fayetteville. The ordinance was left on the second reading.
3. **RZ 00-3:** An ordinance approving rezoning request RZ 00-3 submitted by Engineering Design Associates on behalf of Arkansas Oaks for property located east of New Bridge Drive and south on Mount Comfort Road. The property is zoned A-1, Agricultural and contains approximately 15 acres. The request is to rezone to R-1, Low Density Residential. The ordinance was left on the second reading.

C. NEW BUSINESS

1. **RZ 00-10.00:** An ordinance approving RZ 00-10, submitted by M.B. Stiles for property located at 2650 Old Farmington Road. The property is zoned A-1, Agricultural and contains approximately 0.72 acres. The request is to rezone the property to C-2, Thoroughfare Commercial.
2. **VA 00-1:** An ordinance approving VA 00-1, Millsap Road Investments Lot 17, submitted by Henry Kelly, Jr. of Millsap Road Investments for property located at 655 Millsap Road Lot 17 of CMN Park Phase I. The property is zoned C-2, Thoroughfare Commercial and contains approximately 2.58 acres. The request is to vacate a portion of an existing water line easement within Lot 17.
3. **AD 99-30.00:** A resolution approving AD 99-30 submitted by David Bercaw of Ball and Mouton on behalf of Lenk Development for property located south of Zion Road. The property is zoned R-2, Medium Density Residential and contains approximately 5 acres. The request is to guarantee future construction of Stearns Street with a letter of credit.
4. **AIRPORT BOARD:** Presentation of the Airport Board's position on Drake field.
5. **WASTEWATER IMPROVEMENT PROJECT:**
 1. **BLACK AND VEATCH:** A resolution approving the contract with Black and Veatch for engineering services in connection with improvements at the Noland Wastewater Treatment Plant in the amount of \$359,720.00.
 2. **GARVER ENGINEERS:** A resolution approving a contract with Garver Engineers for engineering services in connection with sewer collection system improvements within the White River Basin in the amount of \$391,532.00.
 3. **MCGOODWIN, WILLIAMS AND YATES:** A resolution approving the contract with McGoodwin, Williams and Yates for engineering services in connection with the new west side wastewater treatment plant in the amount of \$955,302.00 and approval of a budget adjustment.
6. **SAGE HOUSE/ CHILDREN'S HOUSE:** A resolution approving a lease agreement with EOA for real property to be used by Sage House.

Northwest Arkansas TIMES

Tuesday,
March 21, 2000