

**Final Agenda
For
City Council Meeting
July 15, 2003**

A meeting of the Fayetteville City Council will be held on July 15, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Audit Committee Presentation

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the July 1, 2003 meeting minutes.
2. **Bulk Material Purchase:** A resolution approving the purchase of various bulk materials and services in the amount of \$165,000.00.
3. **CH2MHill Goose Creek Stream Modeling Contract:** A resolution to approve an engineering contract with CH2MHill, Inc. in the not to exceed amount of \$150,610.00 for Goose Creek Stream modeling and technical support for preparation of the NPDES permits for the wastewater systems improvement project.
4. **Sidewalk and Trails Task Force:** A resolution establishing the Sidewalks and Trails Task Force, setting forth the selection process for membership and its duties and responsibilities.
5. **Downtown Dickson Enhancement Project (DDEP) Budget Adjustment:** A resolution approving an appropriation to the Downtown Dickson Enhancement Project (DDEP) in an amount not to exceed \$20,000.00 to provide planning, design, and economic development services for the remainder of FY2003; and approving a budget adjustment in the amount of \$20,000.00 for same.
6. **Township Builders, Inc./Sang/Hollywood & 6th Street Intersection Improvements:** A resolution to approve a contract with Township Builders, Inc. in the amount of \$596,446.00 plus a project contingency in the amount of \$60,000.00 for the Sang Avenue and Hollywood intersection with 6th Street improvements and to approve a budget adjustment of \$80,564.00.
7. **Markham Hill Development Co., LLC.:** A resolution approving an offer and acceptance contract between the City of Fayetteville and Markham Hill Development Co., LLC for the purchase of approximately two acres on Ruppel Road south of Wedington Drive in the amount of \$145,277.00 to be the site of the new west side fire station.

8. **Wittenberg, Delony and Davidson:** A resolution to approve an amendment to the architect contract with Wittenberg, Delony and Davidson increasing the fee by the amount of \$15,000.00 for engineering services associated with fire station number seven.

B. OLD BUSINESS:

1. **RZN 03-19.00 (Tom Broyles 14.66 acres):** An ordinance rezoning that property described in rezoning petition RZN 03-19.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located East of Beachwood Avenue South of 15th Street, moving the current zoning line to a new configuration with the subject property being R-2, Medium Density Residential. *This ordinance was left on the first reading at the July 1, 2003 City Council meeting.*
2. **RZN 03-20.00 (Tom Broyles 7.45 acres):** An ordinance rezoning that property described in rezoning petition RZN 03-20.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located East of Beachwood Avenue South of 15th Street, moving the current zoning line to a new configuration with the subject property being zoned C-2, Thoroughfare Commercial. *This ordinance was left on the first reading at the July 1, 2003 City Council meeting.*
3. **Zoning Map Adoption:** An ordinance adopting a new official Zoning Map of the City of Fayetteville and incorporating the renamed zoning districts on the new official Zoning Map as adopted in Title 15; the Unified Development Code of the Fayetteville Code of Ordinances. *This ordinance was left on the second reading at the July 1, 2003 City Council meeting.*

C. NEW BUSINESS:

1. **Public Hearing Raze and Removal 1003, 1015 and 1017 W Cato Springs Road:** A resolution ordering the razing and removal of dilapidated and unsafe structures owned by Alex and Lori Mahler located at 1003, 1015 and 1017 West Cato Springs Road in the City of Fayetteville, Arkansas.
2. **Amend Chapter 33 (Telecommunications Board):** An ordinance amending Chapter 33, Departments, Boards, Commissions and Authorities, of the Code of Fayetteville, by redefining the composition, officers, staffing, procedures and duties of the board.

Presentation on Agenda Items 3, 4, 5, 6 and 7.

3. **Black and Veatch Corporation:** A resolution to approve an engineering contract with Black and Veatch Corporation in the not to exceed amount of \$2,363,200.00 for engineering services related to improvements to the Nolan Wastewater Treatment Plant.
4. **Burns and McDonnell Engineering Company, Inc.:** A resolution to approve an hourly rate engineering contract with Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of \$2,685,366.00 for engineering services related to design and bidding phase Program Management Services including value engineering for the Wastewater System Improvement Project.
5. **Garver Engineers, LLC.:** A resolution to approve an engineering contract with Garver Engineers, LLC. in the not to exceed amount of \$1,721,886.00 for engineering services related to the East Pipelines and Pump Stations.
6. **McGoodwin, Williams and Yates, Inc.:** A resolution to approve an engineering contract with McGoodwin, Williams and Yates, Inc. in the not to exceed amount of \$4,318,812.00 for engineering services related to the new West Wastewater Treatment Plant, Wetlands Mitigation and Broyles Road improvements.
7. **RJN Group, Inc.:** A resolution to approve an engineering contract with RJN Group, Inc. in the not to exceed amount of \$2,500,718.00 for engineering services related to the West Pipelines and Pump Stations.

Short Break

8. **Smoking in Certain Public Places:** An ordinance to amend §95.05 **Regulation Of Smoking In Certain Public Places** of the code of Fayetteville and to enact a replacement §95.05 **Regulation Of Smoking In Most Public Places And Places Of Employment** in order to remove exemptions for bars, pool halls, small restaurants, beauty salons, barber shops and designated smoking areas in enclosed public access areas in restaurants, theaters, roller rinks, bowling alleys, and retail stores, etc.

D. INFORMATIONAL:

1. **Council Tour: July 14, 2003**

Meeting of July 15, 2003

Adjourn 11:00 PM

Subject:

Roll

Motion By:
Seconded:

Motion To:

Jordan

✓

Reynolds

✓

Thiel

✓

Cook

✓

Marr

✓

Rhoads

✓

Davis

~~✓~~

Lucas

✓

Mayor Coody

✓

Subject:

Consent

Motion By:
Seconded:

Jordan
Marr

Motion To:

Approve

Jordan

✓

Reynolds

✓

Thiel

✓

Cook

✓

Marr

✓

Rhoads

✓

~~Davis~~

Lucas

✓

~~Mayor Coody~~

Passed
Res. 100-03
to 106-03

1

Meeting of July 15, 2003

Subject: RZN 03-19.00 Tom Broyles 14.66 Acres						
Motion By:		<u>Jordan</u>	<u>Jordan</u>			
Seconded:		Man	Man			
Motion To:		2nd Read	3rd Read	Pass		
#1 Old Business <u>passed</u> 4501	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Marr	✓	✓	✓		
	Rhoads	Recuse	Recuse	Recuse		
	Davis	—	—	—		
	Lucas	✓	✓	✓		
	Maryann Gandy	—	—	—		

Subject: RZN 03-20.00 Tom Broyles 7.45 Acres						
Motion By:		<u>Jordan</u>	<u>Jordan</u>			
Seconded:		Cook	Cook			
Motion To:		2nd read	3rd read	Pass		
#2 Old Business <u>passed</u> 4502	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Marr	✓	✓	✓		
	Rhoads	Recuse	Recuse	Recuse		
	Davis	—	—	—		
	Lucas	✓	✓	✓		
	Maryann Gandy	—	—	—		

Meeting of July 15, 2003

Copy to reside in City Clerk's Office.

Subject: Zoning Map Adoption						
Motion By:		Marr				
Seconded:		Jordan?				
Motion To:		3rd read	Pass			
	Jordan	✓	✓			
	Reynolds	✓	✓			
	Thiel	✓	✓			
	Cook	✓	✓			
	Marr	✓	✓			
	Rhoads	✓	✓			
	Lucas	—	—			
	Lucas	✓	✓			
	Mayor Goody	—	—			

#3
old Business
Zoning
Map
Adoption
Passed
4503

Subject: Public Hearing Raze & Removal 1003, 1015 and 1017 W Cato Springs.						
Motion By:						
Seconded:						
Motion To:						
	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Lucas	—				
	Lucas	✓				
	Mayor Goody	—				

#1
New Business
Resolution
Passed
107-03

Meeting of July 15, 2003

Subject: Amend Chapter 33 (Telecommunication Board)						
Motion By:		<u>Jordan</u>	<u>Jordan</u>			
Seconded:		<u>Marr</u>	<u>Reynolds</u>			
Motion To:		<u>2nd read</u>	<u>3rd read</u>	<u>Pass</u>		
# 2 New Business <u>passed</u> 4504	Jordan	✓	✓	✓		
	Reynolds	✓	✓	✓		
	Thiel	✓	✓	✓		
	Cook	✓	✓	✓		
	Marr	✓	✓	✓		
	Rhoads	✓	✓	✓		
	Lucas	—	—	—		
	Lucas	✓	✓	✓		
	Mayor Goody	—	—	—		

Subject: Black & Veatch Corporation						
Motion By:						
Seconded:						
Motion To:						
# 3 New Business <u>Resolution</u> <u>passed</u> 108-03	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Lucas	—				
	Lucas	✓				
	Mayor Goody	—				

Meeting of July 15, 2003

Subject: Burns and Mc Donnell Engineering						
Motion By:						
Seconded:						
Motion To:						
#4 New Business Passed 109-03	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	—				
	Lucas	✓				
	Mayer-Goody	—				

Subject: Carver Engineers, LLC						
Motion By:						
Seconded:						
Motion To:						
#5 New Business Passed 110-03	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Banks	—				
	Lucas	✓				
	Mayer-Goody	—				

Meeting of July 15, 2003

Subject: Mc Goodwin, Williams and Yates						
Motion By: Seconded:						
Motion To:						
#6 New Business Passed 111-03	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	—				
	Lucas	✓				
	Mayor Goody	—				

Subject: RJN Group, Inc.						
Motion By: Seconded:						
Motion To:						
#7 New Business Passed 112-03	Jordan	✓				
	Reynolds	✓				
	Thiel	✓				
	Cook	✓				
	Marr	✓				
	Rhoads	✓				
	Davis	—				
	Lucas	✓				
	Mayor Goody	—				

11:00 AM Adjourn

Meeting of July 15, 2003

Subject: Smoking in Certain Public Places.						
Motion By:						
Seconded:						
Motion To:						
	Jordan					
	Reynolds					
	Thiel					
	Cook					
	Marr					
	Rhoads					
	Davis					
	Lucas					
	Mayor Coody					

#8
New
Business
Left on
the first
Reading

Subject:				
Motion By:				Ward 4
Seconded:				Meeting
Motion To:				28th July
	Jordan	- Hugh - get a copy of the memo, email to agenda list. Meeting of the Council on the citizen survey.		Room 111
	Reynolds			
	Thiel			Evening Council
	Cook			5:30 tomorrow.
	Marr			Room 326
	Rhoads			
	Davis			
	Lucas			
	Mayor Coody			

SMOKE-FREE FAYETTEVILLE
FREE CHOICE FAYETTEVILLE

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- 103-03 5. **Downtown Dickson Enhancement Project (DDEP) Budget Adjustment:** A resolution approving an appropriation to the Downtown Dickson Enhancement Project (DDEP) in an amount not to exceed \$20,000.00 to provide planning, design, and economic development services for the remainder of FY2003; and approving a budget adjustment in the amount of \$20,000.00 for same.
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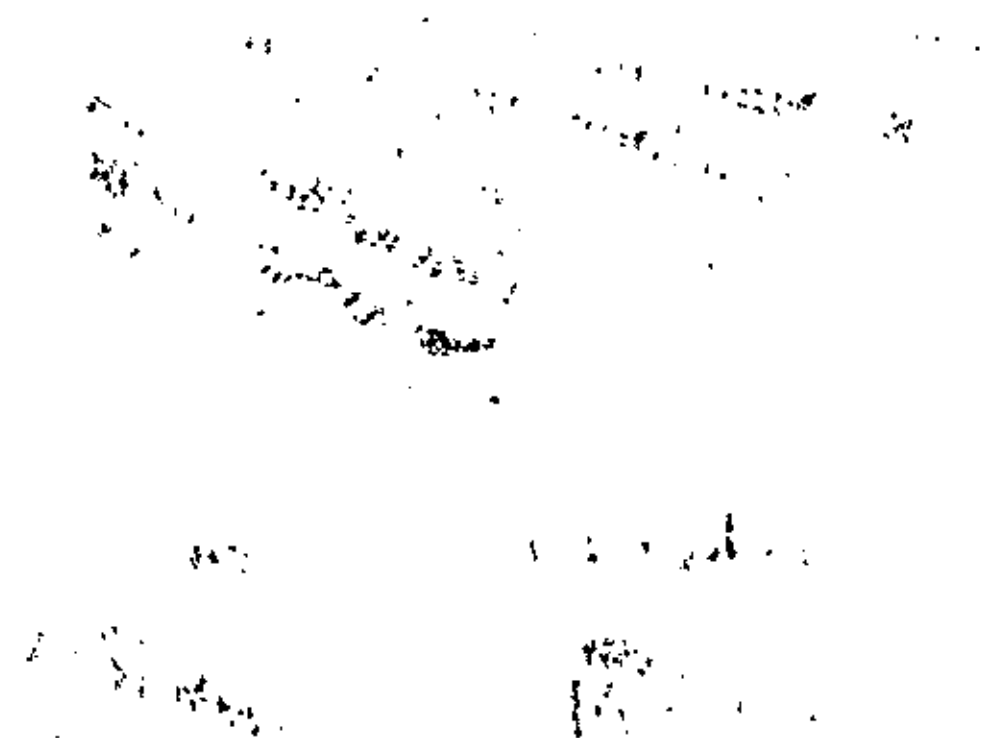
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D. INFORMATIONAL:

1. **Council Tour: July 14, 2003**

Sowder Properties
Molly Court Townhomes and Studios
Adams Street Townhomes and Apartments
N. Glenn Sowder

(479) 443-3103
P.O. Box 1773

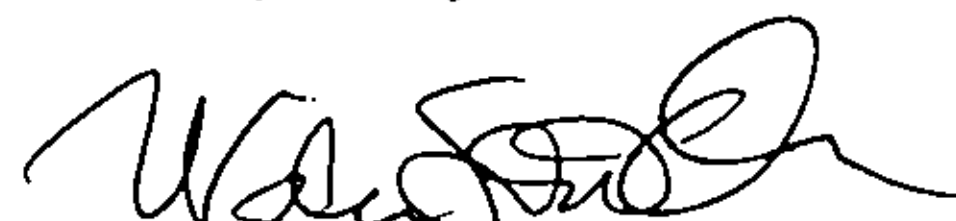
(479) 443-0846 (fax)
Fayetteville AR 72702-1773

July 15, 2003

Fayetteville City Council
And
Director of Planning, City of Fayetteville

1. I respectfully request that the 75' x 1600' plot of land that I own adjoining the east side of the Arkansas/Missouri Railroad tracks beginning at North Street and ending at approximately Douglas Street to the south NOT be shown as R2 (medium-density residential) on the City zoning map to be adopted tonight.
2. This property is realistically light industrial as it was so zoned from 1940 into the '70's or '80's and as the property across the railroad tracks on the west side continues to this day.
 - A. Today there is still a large lumberyard shed on my referenced property, about 120' from North Street.
 - B. There were two aboveground oil and gasoline wholesalers on the property until the late '50's or '60's.
3. The property's best utilization would include
 - A. Rented storage units
 - B. Parking for University students and employees
4. The trains make the property's use for residential applications a poor choice.
5. I respectfully request that you make this letter a part of the City Council minutes for tonight, July 15, 2003.

Respectfully submitted,


N. Glenn Sowder

RECEIVED

JUL 15 2003

PLANNING DIV.

Sowder Properties

Molly Court Townhomes and Studios
Adams Street Townhomes and Apartments
N. Glenn Sowder

(479) 443-3103
P.O. Box 1773

(479) 443-0846 (fax)
Fayetteville AR 72702-1773

July 15, 2003

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And
Director of Planning, City of Fayetteville

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Respectfully submitted,



N. Glenn Sowder



Jerry L. Sonderegger, P.E.
Project Manager

9400 Ward Parkway
Kansas City, Missouri 64114

Office: 816 822-3941
Fax: 816 822-3415
Home: 913 681-8543
jsonderegger@burnsmcd.com
www.burnsmcd.com



BLACK & VEATCH

Earl E. Jenkins, P.E.*
Project Manager

Black & Veatch Corporation
8400 Ward Parkway, Kansas City, Missouri 64114 USA
Tel: (913) 458-3429 . Fax: (913) 458-3730 . jenkins@bv.com
*Licensed in AR, KS, MI, MS, TN
building a world of difference™



ECO, INC.

Environmental Permitting Compliance & Reporting:
NPDES, Storm Water, Sludge, SARA, Air, Section 404, Solid Waste
Wastewater/Toxicity Studies, Site Assessments, Wetland Delineations

BRUCE SHACKLEFORD, M.S., REM, REPA
President

1313 Highway 229-5A, Benton, Arkansas 72015
(501) 315-9009, FAX (501) 315-9035, e-mail: bruceshackelford@netscape.net



GROUP
www.rjn.com

Engineering and Information
Technology Services
An Employee Owned Firm

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regional vice president

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fax 972.437.2707
mobile 972.467.4300
hkkelso@rjn.com

GARVER ENGINEERS

Garver Engineers, LLC

3810 Front Street, Suite 10
Fayetteville, Arkansas 72703

479-527-9100
FAX 479-527-9101

Brock E. Hoskins, P.E.
Vice President / Project Manager

behoskins@garverengineers.com
www.garverengineers.com



McGoodwin Williams & Yates
Engineering Confidence

James C. Ulmer, P.E.

Vice-President
jculmer@mwysa.com
Phone: 479 443-3404
Fax: 479-443-4340
Home: 479-796-3346
Cell: 479-790-6428

989 Rolling Hills Drive • Fayetteville, AR 72703 • WWW.MWYUSA.COM



BLACK & VEATCH

Steven D. Phillips
Vice President

Black & Veatch Corporation
8400 Ward Parkway, Kansas City, MO 64114 USA
Tel: 913/458-3648 . Fax: 913/458-3730 . phillipssd@bv.com

building a **world** of difference™

Brentwood, TN
615-377-1337 • FAX 615-371-8195
Fayetteville, AR
479-527-9100 • FAX 479-527-9101
Huntsville, AL
256-534-5512 • FAX 256-534-5544
Madison, MS
601-605-4200 • FAX 601-605-4201
Little Rock, AR
501-376-3633 • FAX 501-372-8042
Tulsa, OK
918-250-5922 • FAX 918-250-6529
Topeka, KS
785-266-7933 • FAX 785-266-8008

STAFF REVIEW FORM - FINANCIAL OBLIGATION

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of: July 15, 2003

FROM:

<u>Holly Jones</u>	<u>Engineering</u>	<u>Community Planning & Engineering Services</u>
Name	Division	Department

ACTION REQUIRED: Approval of the Offer and Acceptance for the purchase of 2 acres of land from Markham Hill Development Co., LLC. This parcel of land will be the location of the proposed West side Fire Station on Ruppel Road south of Wedington Drive.

COST TO CITY:

<u>\$145,277.00</u>	<u>\$ 950,000 -</u>	<u>Fire Safety Improvements</u>
Cost of this request	Category/Project Budget	Program Category / Project Name
<u>4470.9470.5400.00</u>	<u>\$ 84,975 -</u>	<u>Fire Station #7 - Escrow Funds</u>
Account Number	Funds Used to Date	Program / Project Category Name
<u>01015</u>	<u>\$ 865,025 -</u>	<u>Sales Tax Capital Improvements</u>
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item _____ Budget Adjustment Attached

[Signature] 7-7-03
 Budget Manager Date

CONTRACT/GRANT/LEASE REVIEW:

<u>[Signature]</u> <u>7/7/03</u>	<u>[Signature]</u> <u>7/7/03</u>
Accounting Manager Date	Internal Auditor Date
<u>[Signature]</u> <u>7/8/03</u>	<u>[Signature]</u> <u>7-7-03</u>
City Attorney Date	Purchasing Manager Date

STAFF RECOMMENDATION:

[Signature] 7-3-03
 Division Head Date

[Signature] 7-3-03
 Department Director Date

[Signature] 7-8-03
 Finance & Internal Services Dir. Date

[Signature] 7-6-03
 Chief Administrative Officer Date

[Signature] 7/8/03
 Mayor Date

Received in Mayor's Office 7/8/03
 Date

Cross Reference:

Previous Ord/Res#: _____

Orig. Contract Date: _____

Orig. Contract Number: _____

New Item: Yes No

Description _____ Meeting Date July 15, 2003

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER AND ACCEPTANCE CONTRACT BETWEEN THE CITY OF FAYETTEVILLE AND MARKHAM HILL DEVELOPMENT CO., LLC FOR THE PURCHASE OF APPROXIMATELY TWO (2) ACRES OF LAND LOCATED ON RUPPLE ROAD SOUTH OF WEDINGTON DRIVE IN THE AMOUNT OF ONE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$145,277.00) TO BE THE SITE OF THE NEW WEST SIDE FIRE STATION.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an Offer and Acceptance contract between the City of Fayetteville and Markham Hill Development Co., LLC for the purchase of approximately two (2) acres of land located on Ruppel Road south of Wedington Drive in the amount of One Hundred Forty-Five Thousand Two Hundred Seventy-Seven Dollars (\$145,277.00) to be the site of the new West Side Fire Station. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

PASSED and APPROVED this 15th day of July, 2003.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Dan Coody, Mayor
Hugh Earnest, Chief Administrative Officer
Tim Conklin, Director of Community Planning & Engineering Services T.C.
Gary Coover, City Engineer GRC
Chris Bosch, Fire Chief

FROM: Holly Jones, Land Agent HJ

SUBJECT: Acquisition of Property for the Proposed Fire Station #7

DATE: July 3, 2003

Background:

Mr. Earnest, representing the Fire Department of the City of Fayetteville, has been in negotiations with Mr. John Nock, of Markham Hill Development Co., LLC, to purchase 2 acres of land from him to construct a Fire Station on the West side of town. The property is located on Ruppel Road south of Wedington Drive. This property has been surveyed, re-zoned and a lot split has been approved to split this 2 acre tract from a larger tract of 4 acres acquired by Markham Hill Development Co., LLC. Mr. Nock closed on the 4 acre parcel on Tuesday, July 2, 2003 and immediately met with Mr. Earnest, Mayor Coody, Chief Bosch and myself to discuss the details of the purchase. An Offer and Acceptance was presented to Mr. Nock at that meeting for a total sales price of \$145,277.00.

Current Status:

Markham Hill Development Co., LLC, represented by John Nock, accepted the offer to purchase the southernmost 2 acres of the 4 acre tract he had just purchased. A copy of the survey presented to Planning Commission, which shows the entire 4 acre parcel, also depicting the City's proposed 2 acre purchase is attached. Also attached is a copy of the signed and notarized Offer and Acceptance Contract.

Recommendation:

Staff respectfully requests that this Offer and Acceptance contract be approved. Upon approval, title work will be ordered and a closing date set.

Thank you

OFFER AND ACCEPTANCE CONTRACT

1. The City of Fayetteville, Arkansas, a municipal corporation, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"
FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the City of Fayetteville shall pay for the property at closing, the total and cash payment of \$ 145,277.00.
3. **Contingent Earnest Money Deposit:** The City of Fayetteville will tender a check for \$ - 0 - to Markham Hill Development Co., LLC, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the City of Fayetteville by Markham Hill Development Co., LLC. If title requirements are not fulfilled or Markham Hill Development Co., LLC fail(s) to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the City of Fayetteville. If the City of Fayetteville fails to fulfill their obligations under this contract or, after all conditions have been met, the City of Fayetteville fails to close this transaction, the earnest money may, at the option of Markham Hill Development Co., LLC, become liquidated damages to Markham Hill Development Co., LLC. Please provide to the City of Fayetteville a Taxpayer Identification Number or Social Security Number so that the earnest money check can be written. A Vendor Form has been provided for this purpose.
4. Conveyance will be made to the City of Fayetteville by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by Markham Hill Development Co., LLC.
5. Markham Hill Development Co., LLC shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the City of Fayetteville. The City of Fayetteville and Markham Hill Development Co., LLC shall share equally in the cost of the title insurance.
6. Markham Hill Development Co., LLC agrees to allow the City of Fayetteville, if the City of Fayetteville so desires, at City of Fayetteville's expense, to survey the property. Markham Hill Development Co., LLC agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the City of Fayetteville.
7. Taxes and special assessments due on or before closing shall be paid by Markham Hill Development Co., LLC. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
8. The closing date shall be within forty-five (45) days after approval of this offer by the City Council. If such date of closing falls on a weekend or holiday, it will be held the following working day.
9. Possession of the property shall be delivered to the City of Fayetteville on the date of closing.
10. Markham Hill Development Co., LLC hereby grants permission for the City of Fayetteville or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
11. All fixtures, improvements and attached equipment are included in the purchase price.
12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by Markham Hill Development Co., LLC.
13. Markham Hill Development Co., LLC shall disclose to the City of Fayetteville any and all environmental hazards of which Markham Hill Development Co., LLC has actual knowledge. Upon acceptance of all

OFFER AND ACCEPTANCE CONTRACT

Page 2 of 4

conditions and terms of this Offer and Acceptance, the City of Fayetteville and Markham Hill Development Co., LLC shall share equally the costs of any and all testing for the existence of environmental hazards. Should the existence of environmental hazards be known or determined, Markham Hill Development Co., LLC shall cure such, at their expense; or, in the alternative, at the City of Fayetteville's discretion, the City of Fayetteville may cure such environmental hazard, and Markham Hill Development Co., LLC shall indemnify the City of Fayetteville for all costs associated with said cure.

14. This agreement shall be governed by the laws of the State of Arkansas.
15. This agreement, when executed by both the City of Fayetteville and Markham Hill Development Co., LLC shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
16. This contract expires, if not accepted by 5pm on or before the 3rd day of July, 2003.
17. The City of Fayetteville shall submit this fully executed Offer and Acceptance Contract to the City Council for their approval within 30 (~~70~~) days of acceptance by Markham Hill Development Co., LLC.
18. NOTICE: THE CITY OF FAYETTEVILLE ASSERTS AND Markham Hill Development Co., LLC HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO CITY OF FAYETTEVILLE OF THE \$ 0 - 0 - 0 EARNEST MONEY DEPOSIT.

SELLER:

Markham Hill Development Co., LLC.

BY:

[Signature]
JOHN NOCK (Attorney)
[Please Print Name & Title Here]

Date: July 2nd 2003

City of Fayetteville, Arkansas,
A municipal corporation

[Signature]
Dan Coody, Mayor

Date: 7/2/03

[Signature]
Gondra Smith, City Clerk
Deputy

Date: 7-2-03

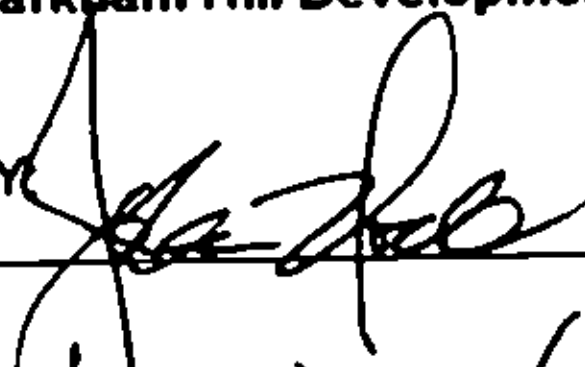
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain tract or parcel of land being a part of the NW ¼ of the SE ¼ of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas. Said tract being a portion of that same tract as described in Book 1114, Page 526 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being more particularly described by metes and bounds as follows, to-wit: COMMENCING at the NE Corner of the NW ¼ of the SE ¼ of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas. THENCE – South 02° 15' 40" West 444.07 feet with the east boundary line of said 40-acre tract; THENCE – North 88° 36' 31" West 15.00 feet to a ½" Iron Pin found on the west right-of-way line of Ruppel Road. THENCE – South 02° 15' 40" West 206.89 feet with said right-of-way line to a 5/8" Iron Pin set for the POINT OF BEGINNING; THENCE – South 02° 15' 40" West 209.44' with said right-of-way line to a 1/2" Iron Pin found; THENCE – North 86° 59' 51" West 421.92 feet to a 1/2" Iron Pin found on the east boundary line of THE MEADOWLANDS PHASE 1 AND 2 subdivision; THENCE – North 02° 12' 43" West 203.50 feet with said east boundary line to a 5/8" Iron Pin set; THENCE – South 87° 48' 12" East 422.06 feet to the POINT OF BEGINNING. The above described property having been surveyed by Bart L. Petray, contains 2.00 acres of land, more or less.

SIGNED FOR IDENTIFICATION:

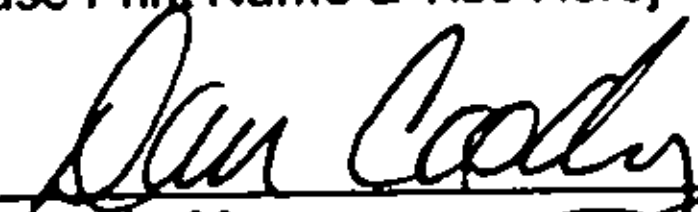
Markham Hill Development Co., LLC.

BY



John Nock (Mayor)

[Please Print Name & Title Here]



Dan Coody, Mayor



Sandra Smith, City Clerk

Deputy

Date: July 2, 2003

Date: 7/2/03

Date: 7-2-03

ACKNOWLEDGMENT

STATE OF ARKANSAS

Benton
COUNTY OF WASHINGTON

)
)
ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared John Nock, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that he/she/they is/are member of Markham Hill Development Co LLC is/are duly authorized to execute the foregoing instrument for and in the name and behalf of said Markham Hill Development Co LLC, and further stated and acknowledged that he/she/they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 2d day of July, 2003.

Holly F. Jones
Notary Public

MY COMMISSION EXPIRES:

5/1/2008

HOLLY F. JONES
NOTARY PUBLIC, STATE OF ARKANSAS
MY COMMISSION EXPIRES 05-01-2008
BENTON COUNTY

ACKNOWLEDGMENT

STATE OF ARKANSAS

Benton
COUNTY OF WASHINGTON

)
)
ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Dan Coody and Sandra Smith, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the Mayor and City Clerk of the City of Fayetteville, Arkansas, a municipal corporation, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

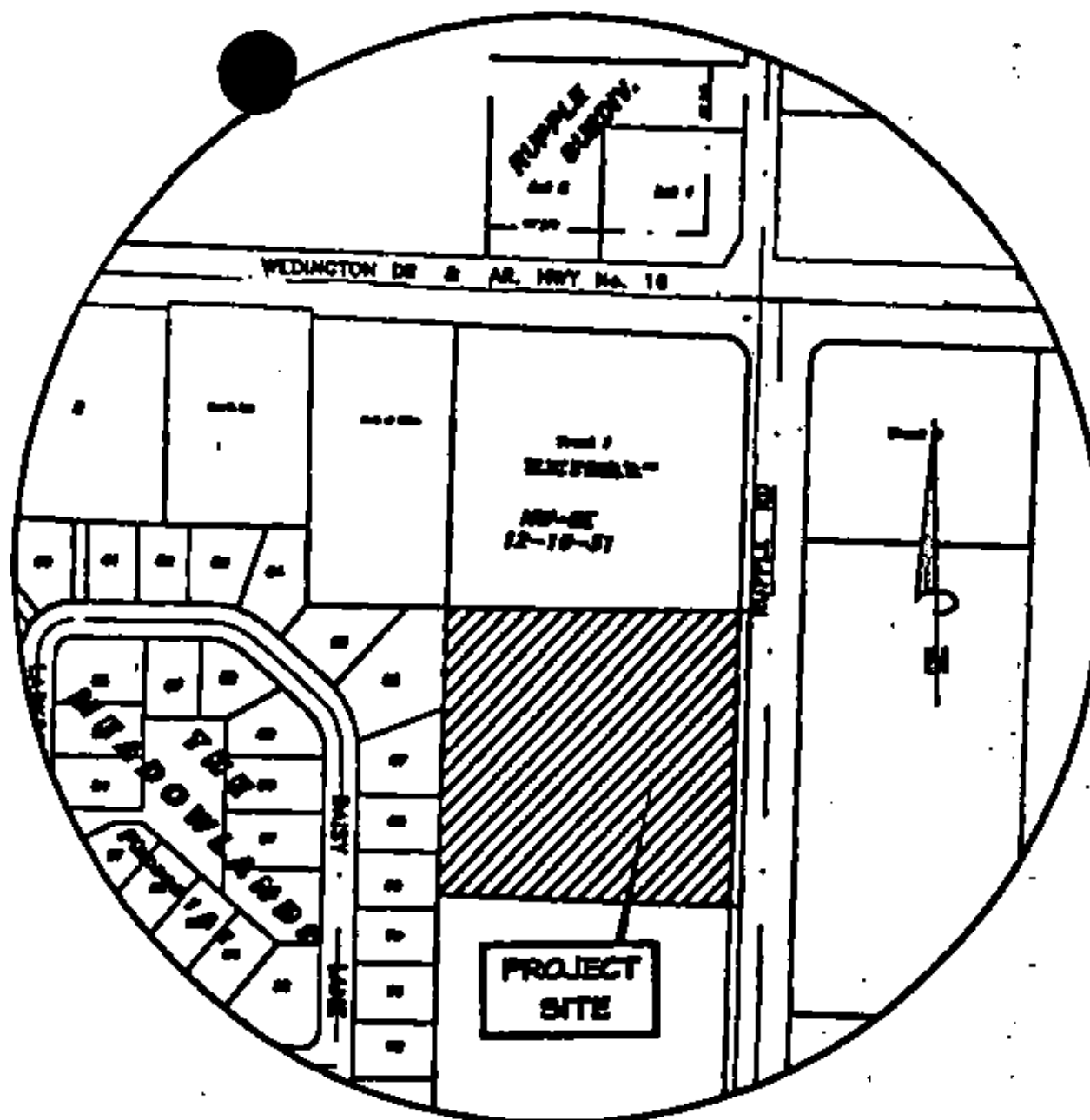
WITNESS my hand and seal on this 2d day of July, 2003.

Holly F. Jones
Notary Public

MY COMMISSION EXPIRES:

5/1/2008

HOLLY F. JONES
NOTARY PUBLIC, STATE OF ARKANSAS
MY COMMISSION EXPIRES 05-01-2008
BENTON COUNTY



Zach A-1
Always Right Corp.
P.O. Box 1008
Fayetteville, Ar 72702
16250-004



- LEGEND**
- 5/8" SET IRON PIN
 - FOUND IRON PIN
 - POWER POLE
 - ELECTRIC RISER
 - CABLE TELEVISION RISER
 - PHONE RISER
 - GAS METER
 - EXT. SANITARY SEWER
 - X — X — POSTING FENCE

PROPERTY OWNERS: ORTHUR DARL & BETTY ANN PEAGIN
4025 WEDINGTON DRIVE
FAYETTEVILLE, AR 72705

ZONED: C-1
PARCEL No. 16251-001

FLOODPLAIN NOTE:
ACCORDING TO THE FLOOD INSURANCE RATE MAP
EFFECTIVE JULY 21, 1999, MAP NUMBER 05450001D, SAID PROPERTY
IS NOT IN THE 100-YEAR FLOOD AREA.

CERTIFICATION: THIS IS TO CERTIFY that the plat herein is a true
representation of the above described property as determined by survey
and that I, Bart L. Petray, P.L.S. #1256, have surveyed and marked on
the ground the boundaries and corners as shown and that there are no
encroachments or protrusions except as shown on said plat.

CODE NO. 500-16N-31W-0-12-240-72-1256

BEARINGS BASED ON
CITY OF FAYETTEVILLE
GPS MONUMENTATION

TRACT B DESCRIPTION

All that certain tract or parcel of land being a part of the NW 1/4 of the SE 1/4 of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas. Said tract being a portion of that same tract as described in Book 1114, Page 526 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being more particularly described by metes and bounds as follows, to-wit: COMMENCING at the NE Corner of the NW 1/4 of the SE 1/4 of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas. THENCE - South 02° 15' 40" West 444.07 feet with the east boundary line of said "40"; THENCE - North 88° 36' 31" West 15.00 feet to a 1/2" Iron Pin found for the POINT OF BEGINNING. Said point being on the west right-of-way line of Ruppel Road. THENCE - South 02° 15' 40" West 206.89 feet with said right-of-way line to a 5/8" Iron Pin set; THENCE - North 87° 48' 12" West 422.06 feet to a 5/8" Iron Pin set on the east boundary line of THE MEADOWLANDS PHASE 1 AND 2 subdivision; THENCE - North 02° 12' 43" East 200.96 feet with said east boundary line to a 1/2" Iron Pin found; THENCE - South 88° 36' 31" East 422.28 feet to the POINT OF BEGINNING. The above described property having been surveyed by Bart L. Petray, contains 1.98 acres of land, more or less.

PLAT BOOK PAGE 439

DATE: MAY 30, 2003	SCALE: 1"=50'
DRAWN BY: JTB	CHECKED BY:
FIELD CHECKED: BLP	SURVEYED: BLP/MLX
FILE NAME: TREE SURVEY.dwg	DRAWING NO.: 1
REVISION:	P.L. NO.:

LOT SPLIT FOR
WEST SIDE FIRE STATION NO. 7

CITY ENGINEERING DIVISION

113 W. MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS

PHONE NO. (501) 579-4200 FAX NO. (501) 579-4201

SHEET NO.

1 of 1

PROJECT:

STAFF REVIEW FORM - FINANCIAL OBLIGATION

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council Meeting of: July 15, 2003

FROM:

Chris Bosch, Fire Chief

Fire Operations

Fire

Name

Division

Department

ACTION REQUIRED: Approval of a resolution amending the contract with Wittenberg, Delony & Davidson for architectural services and providing for a \$15,000 increase in the fee. The original contract for services was approved by the Council on April 1, 2003.

COST TO CITY:

<u>\$15,000.00</u>	\$ <u>950,000.00</u>	<u>Fire Station 7</u>
Cost of this request	Category/Project Budget	Program Category / Project Name
<u>4470.9470.5804.00</u>	\$ <u>84,975.00</u>	<u>Fire Safety Improvements</u>
Account Number	Funds Used to Date	Program / Project Category Name
<u>01015</u>	\$ <u>865,025.00</u>	<u>Sales Tax Capital</u>
Project Number	<u>950,000.00</u>	Fund Name
	Remaining Balance	

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

[Signature] 6-30-03
 Budget Manager Date

CONTRACT/GRANT/LEASE REVIEW:

<u>[Signature]</u> <u>7/1/03</u>	<u>[Signature]</u> <u>7/1/03</u>
Accounting Manager Date	Internal Auditor Date
<u>[Signature]</u> <u>7/1/03</u>	<u>[Signature]</u> <u>7/2/03</u>
City Attorney Date	Purchasing Manager Date

STAFF RECOMMENDATION:

<u>[Signature]</u> <u>6/20/03</u>	Date
Division Head	
<u>[Signature]</u> <u>7-2-03</u>	Date
Department Director	
<u>[Signature]</u> <u>7-2-03</u>	Date
Finance & Internal Services Dir.	
<u>[Signature]</u> <u>7-2-03</u>	Date
Chief Administrative Officer	
<u>[Signature]</u> <u>7/2/03</u>	Date
Mayor	

Received in Mayor's Office

7/2/03
 Date PH

Cross Reference:

Previous Ord/Res#: 44-03
 Orig. Contract Date: 4/1/03
 Orig. Contract Number: 895
 New Item: ☒ Yes ☐ No

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AMENDMENT TO
THE ARCHITECT CONTRACT WITH WITTENBERG,
DELONY AND DAVIDSON INCREASING THE FEE BY
THE AMOUNT OF \$15,000.00 FOR ENGINEERING SERVICES
ASSOCIATED WITH FIRE STATION NUMBER SEVEN

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

Section 1. That the City Council of the City of Fayetteville, Arkansas
hereby approves an amendment to the contract with Wittenberg, Delony and
Davidson attached as Exhibit A in which the City agrees to increase the fee by
the amount of \$15,000.00 for engineering services associated with Fire Station
Number 7.

PASSED and APPROVED this the 15th day of July, 2003.

APPROVED:

By: _____

DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

Staff Review Form - Page 2

Description Res. approving attached contract amendment. Meeting Date July 15, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

From the Desk of the Fire Chief

Fayetteville Fire Dept
303 W. Center St.
Fayetteville, AR. 73701
(479) 575-8365

Memo

To: Dan Coody, Mayor
Fayetteville City Council
From: Chris Bosch, Fire Chief (CB)
CC: Hugh Earnest, CAO
Date: June 20, 2003
Re: Architectural Contract Amendment

Introduction

At your request Coy Hurd from the Building Services Department and I met with Richard Alderman of Wittenberg, Delony & Davidson Architects, to negotiate an amendment to the architectural contract for Fire Station 7. We were successful in coming to an agreement regarding the additional cost related to the redesign of Fire Station 7. This redesign was agreed upon in an effort to develop a building that will assist us in reducing the impact on the existing trees and ensure the preservation of the natural beauty of the 2 acre lot identified as the future site for this facility.

Current Status

I have attached a copy of the contract for your review and signature. A copy of this document was present to the City Attorney for his review, prior to the drafting of this memo. I have also attached a copy of his recommendations regarding this document for your review.

The total cost for architectural fees, including reimbursable expenditures will be \$84,200. This reflects an increase in cost of \$15,000 from the originally proposed fees for his services (including reimbursable expenses).

Recommendation

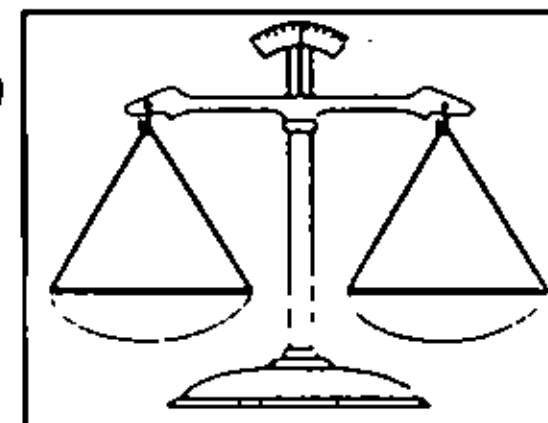
I recommend the approval of this amendment to the original contract.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITTAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: Chris Bosch, Fire Chief

FROM: Kit Williams, City Attorney

A handwritten signature in black ink, appearing to read 'Kit Williams', followed by a long horizontal line extending to the right.

DATE: June 19, 2003

RE: Amendment to Contract for Architectural Services

This Amendment to the contract looks okay to me. I have returned all documents you gave me with this memo.

Amendment to the Professional Services Agreement

Amendment Number: One

TO: Mr. Coy Hurd
(Owner's Representative)

In accordance with the Agreement dated: the Seventeenth day of March in the year Two Thousand Three

between the Owner:
City of Fayetteville, Arkansas
City Administration Building
113 West Mountain Street
Fayetteville, Arkansas 72701

and the Architect:
Wittenberg, Delony & Davidson, Inc.
100 West Center, Suite 102
Fayetteville, Arkansas 72701

for the Project:
(Name and address)
New Wedington Drive Fire Station (Station # 7)

AUTHENTICATION OF THIS ELECTRONICALLY
DRAFTED AIA DOCUMENT MAY BE MADE BY USING
AIA DOCUMENT D401.

Authorization is requested

- ☒ (X) to proceed with Additional Services or a Change in Services.
☐ () to incur Additional Reimbursable Expenses.

As Follows:

Revised scope of work based on the design of a new station not re-using the previous "proto-type" design.

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Compensation for Basic Services will be a lump sum of \$ 60,000.00 (not including other services listed in Article 12 of the contract), using a City of Fayetteville construction budget of \$990,000.00. Changes and modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees. See Article 12 of the contract for other additional services and conditions. If the City adjusts the construction budget above the \$990,000.00 amount, the compensation will be further negotiated. See attached Letter of Understanding for additional information.

Time:



©2000 AIA®
AIA DOCUMENT G606-2000
AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

No Changes

SUBMITTED BY:

[Signature]

Richard Alderman, AIA

(Printed name and title)

6.16.03

(Date)

AGREED TO:

[Signature]

(Printed name and title)

[Date]

AUTHENTICATION OF THIS ELECTRONICALLY
DRAFTED AIA DOCUMENT MAY BE MADE BY USING
AIA DOCUMENT D401.



©2000 AIA®
AIA DOCUMENT G606-2000
AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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Electronic Format G606 - 2000

2434 E Joyce Blvd., Suite 10
FAYETTEVILLE, AR 72703
479/442-6681
479/251-0231 FAX



May 27, 2003

Mr. Chris Bosch
Fire Chief
City of Fayetteville
303 W Center
Fayetteville, AR 72701

Re: Owner/Architect Agreement
Fire Station #7, Wedington Drive
Fayetteville, Arkansas

Dear Chief Bosch:

I was ask by Mayor Coody to review the project fee schedule on the above project, as it has been developed to-date, based on the new information afforded the City of Fayetteville now that a site has been selected for the project. Needless to say the site is a beautiful piece of property that has many trees and important environmental considerations that were not known when the original architect's agreement was formulated. The current agreement between WD&D and the City is based on the re-use of the existing drawings for the past two fire stations (#6 and replacement #4). Re-using the existing plans on this site, as selected, would drastically and we feel needlessly impacted the nature of the site by not affording the City and the architect the opportunity to devise a scheme better suited to this beautiful property and to have the building respond to the unique environmental nature of the area. To that end I have attached our proposal to change the fees listed in the current agreement to reflect a fee that is based on a full design process not just the re-use of the previous plans. This change in the agreement can be accomplished by attachment of a modification to the existing agreement so that the existing agreement does not have to be completely re-worked.

At the same time I feel it is important to re-look at the construction cost component of the project also. A reasonable review of the project's construction budget, at this time, will make the overall project develop more smoothly, as the Mayor reinforced it to me that a quality project was required. The original project budget (as we understood it) was a hard construction budget of \$850,000.00. I have seen several printed budgets for the project and do not really feel we know what the City's hard construction budget is. The building with the addition of one bay to the existing plans is currently 7,600 square feet. This equals a cost per square foot of about \$111.85/sq.ft. Based on the construction costs of other fire stations in this area, this cost is below average. I have attached for your review the bid work-up of other fire station projects bid over the last few years and then up-dated to 2003. We feel this clearly shows that the cost per square foot for this building should be in the \$130 to \$145/sq.ft. range. If you apply this cost to the current square footage it comes out to \$988,000.00 to \$1,102,000.00 not \$850,000.00. I feel it is important that the City review this issue now and not later in the project. This issue of a proper construction cost budget also affects the architect's fee.

2434 E JOYCE BLVD., Suite 10
FAYETTEVILLE, AR 72703
479/442-6681
479/251-0231 FAX



Page two
Amended Agreement
5-27-2003

I want to say how important this project is to our firm and re-iterate that we have tried to be realistic and not overly conservative (or conversely overly optimistic) with our hard construction cost projections for the work. It is extremely important with any "public works" project that a realistic construction budget is agreed upon and then a reasonable architect's fee can be worked out that allows the City of Fayetteville and the architect to properly develop the project. You will see on the last page of the attachments that we have proposed to revise the fee based on using a more realistic budget of \$990,000.00.00 (low side of numbers) and then we have applied a 6.5% fee to the work. This is less than the standard 7% fee usually associated with projects of this size and complexity and I hope that you, the Mayor and the City Fathers will see that we are trying to give the City the best possible project at the least possible fee.

Sincerely

WITTENBERG, DELONY & DAVIDSON, INC.

A handwritten signature in black ink, appearing to read "R. Alderman". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

Richard Alderman, AIA
Principal, Northwest Arkansas Office

attachments: Listing of Recent Fire Station Bids - Worksheet
 Bid Costs up-dated to 2003 - Worksheet
 WD&D Proposed Adjustments to Architect's fees

Fire Station Bid Records

Fayetteville Fire Station #4	6,000 square feet	Bid: 12-1999
-------------------------------------	--------------------------	---------------------

low bid	\$611,520.00	\$101.92
high bid	\$787,100.00	\$131.18
average	\$699,310.00	\$116.55
wtg. average	\$675,538.00	\$112.83

Fayetteville Fire Station #6	6,000 square feet	Bid: 08-1998
-------------------------------------	--------------------------	---------------------

low bid	\$589,000.00	\$98.16
high bid	\$684,324.00	\$114.05
average	\$636,662.00	\$106.11
wtg. average	\$646,273.00	\$107.51

Springdale Fire Station #1	23,400 square feet	Bid: 08-1998
-----------------------------------	---------------------------	---------------------

low bid	\$2,635,812.00	\$112.65
high bid	\$2,933,200.00	\$125.36
average	\$2,784,506.00	\$119.00
wtg. average	\$2,711,431.00	\$115.88

Springdale Fire Station #6	9,949 square feet	Bid: 11-1997
-----------------------------------	--------------------------	---------------------

low bid	\$1,036,500.00	\$104.19
high bid	\$1,140,000.00	\$114.59
average	\$1,088,250.00	\$109.39
wtg. average	\$1,084,965.00	\$109.06

3% increase per year for construcion increase

	1997	1998	1999	2000	2001	2002	2003
Fay Fire Station #4		\$116.55	\$120.04	\$123.64	\$127.35	\$131.17	
Fay Fire Station #6	\$106.11	\$109.29	\$112.57	\$115.95	\$119.43	\$123.01	
Spring Fire Station #1	\$119.00	\$122.57	\$126.25	\$130.04	\$133.95	\$137.97	
Spring Fire Station #6	\$109.39	\$112.68	\$116.07	\$119.56	\$123.15	\$126.85	\$130.65
					Average		\$130.70
					10% contingency		\$13.07
					Adjusted Bid Average		\$143.77

Revised Architect's Fees

	Original Fee	Proposed Fees
Basic Services	\$ 45,000.00 based on \$850,000 budget	\$ 64,350.00 ^{\$ 40,000} ^{RR} based on \$ 990,000 budget
LSD Planning	\$ 12,000.00	\$ 12,000.00 (no change)
Reimbursable Costs	\$ 12,200.00	\$ 12,200.00 (no change)
Total	\$ 69,200.00	\$ 88,510.00 ^{84,200} ^{RR}

Difference = \$ 19,350.00

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of: _____

July 15
 June 10, 2003

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with Black and Veatch of Kansas City, MO for the design and bidding of the Noland Wastewater Treatment Plant improvements portion of the Wastewater System Improvements Project, said contract providing for a lump sum means of compensation with a contract amount of \$2,363,200.00.

COST TO CITY:

\$2,363,200.00	\$ 48,202,040.00	Water/Wastewater
Cost of this request		Program Category / Project Name
4480.9480.5315.00	\$ 13,046.00	Wastewater System Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02133-0303	\$ 48,188,994.00	Sales Tax-Wastewater
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item _____ Budget Adjustment Attached

Teresa Lee 6/12/03
 Budget Manager Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fanning 6/3/03
 Accounting Manager Date

[Signature] 6/5/03
 City Attorney Date

Nancy Smith 6/3/03
 Internal Auditor Date

[Signature] 6/5/03
 Purchasing Manager Date

STAFF RECOMMENDATION:

Division Head _____ Date _____
[Signature] 6-2-03
 Department Director Date

[Signature] 6-5-03
 Finance & Internal Services Dir. Date

[Signature] 6-6-03
 Chief Administrative Officer Date

[Signature] 7/10/03
 Mayor Date

Cross Reference

Rec'd in Mayor's
 Office 6/5/03
 JH

New Item: Yes No

Previous Ord/Res#: _____

Orig. Contract Date _____

Orig. Contract Number _____

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

*Outside party has not signed
the contract.*

(E-mail reply from Greg)

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

WATER AND WASTEWATER DIVISION

DEPARTMENTAL CORRESPONDENCE

TO: **Fayetteville City Council**

FROM: Greg Boettcher, P.E. 
Water & Wastewater Director

THRU: Dan Coody, Mayor of Fayetteville
Hugh Earnest, Chief Administrative Officer 

DATE: July 10, 2003

RE: **WASTEWATER SYSTEM IMPROVEMENT PROJECT**
Black & Veatch
Noland Wastewater Plant
Design/Bidding Phase Service Contract

BACKGROUND

The citizens of Fayetteville have approved a \$125 million sales tax bond issue to address the capital costs for a critically-needed wastewater system improvement project. The passage of this ¾ -cent sales tax enabled low-cost, accelerated financing for said project, scaling back customer rate impact from 134% to 38%. Since passage of the sales tax in late 2001, the City Administration, consultants and regulators have completed a number of funding, environmental, procedural and program functions; finalizing the preliminary design phase of the wastewater system improvement project. Activities that have been completed during such time period include:

- Secure technical approvals of engineering concepts
- Complete Cultural Resource Surveys as required by Arkansas' State Historic Preservation Officer
- Solidify financing arrangements using a combination of SRF and private funding
- Develop an integrated program for this large capital improvement project, including:
 - ✓ selection of program manager
 - ✓ development of standard project bidding materials
 - ✓ creation of an integrated construction program bringing together the multiple consultants, projects and needs
 - ✓ acceleration of project construction by incorporating a prioritized, segmented approach that anticipates 13 bidding packages

- Development of a standard professional services agreement
- Capitalization on cost-saving opportunities that have substantial financial benefits
 - ✓ Broyles Road Analysis
 - ✓ Outfall Line Assessment
 - ✓ Future benefits of team design, peer reviews, operations involvement, constructability critiques, program management and value engineering
- Negotiation of professional service agreements with the engineering/program management consultants that have explicit scopes of work, exacting performance schedules, and defined compensation.

DISCUSSION

The Fayetteville City Council, at a special meeting on July 8, 2003 placed the negotiated professional service agreements on the City Council Agenda. The attached contract with Black & Veatch, relates to design and bidding phase services for the Noland Wastewater Plant component of this wastewater improvement program, the specifics of this contract being summarized as follows:

CORE ELEMENTS-(1) Addition of sludge dewatering facilities, (2) expanded wet weather pumping capacity, (3) new odor control system, (4) headworks improvements, (5) plant equipment contracts, and (6) ancillary plant improvements.

COMPENSATION- \$2,363,200.00

The design and bidding phase services set forth in the proposed agreement are associated with the Fayetteville Vision 2020 Guiding Principles listed below:

1. Naturally Beautiful City: Our Mountains and Hills, Our Creeks, Our Open Greenspaces
2. Well maintained City Infrastructure and Facilities

The completion of the west side wastewater treatment plant and associated improvements are necessary for the targeted benefits of the wastewater system improvement program to be realized; therefore, the contract approval is integral to the maintenance of infrastructure and facilities.

RECOMMENDATIONS

To provide the proper and responsible management of the Fayetteville Wastewater System, the City Administration recommends that the Fayetteville City Council approve a contract with Black & Veatch for \$2,363,200.00 to design the predicted \$17.1 million of project construction. This activity was reviewed and approved by the Fayetteville Water and Sewer Committee on June 5, 2003.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN ENGINEERING CONTRACT WITH BLACK AND VEATCH CORPORATION IN THE NOT TO EXCEED AMOUNT OF \$2,363,200.00 FOR ENGINEERING SERVICES RELATED TO IMPROVEMENTS TO THE NOLAN WASTEWATER TREATMENT PLANT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a lump sum contract in the not to exceed amount of Two Million Three Hundred Sixty-Three Thousand Two Hundred Dollars (\$2,363,200.00) attached as Exhibit A. This lump sum contract engages Black and Veatch Corporation to provide engineering services to include: project management, value engineering support, project development, preparation of construction contract specifications and drawings, estimating probable construction costs, and providing bidding and negotiation services for three construction contracts and one procurement contract (as more particularly described in the contract) related to improvements to the Nolan Wastewater Treatment Plant.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Dan Coody to execute this contract (Exhibit A) to hire Black and Veatch Corporation for this project.

PASSED and APPROVED this the 15th day of July, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

**Contract Information
was included in the
Design Contracts Manual
Dated June 10, 2003.**

**Copies are available in the
City Clerk's Office**

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of:

July 15,
 June 10, 2003

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract With Burns and McDonnell of Kansas City, MO for design and bidding phase program management services including value engineering services for the Wastewater System Improvements Project, said contract providing for a hourly rate means of compensation with a contract amount of \$2,685,366.00

COST TO CITY:

\$2,685,366.00	\$ 48,202,040.00	Water/Wastewater
Cost of this request		Program Category / Project Name
4480.9480.5315.00	\$ 13,046.00	Wastewater System Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02133-1	\$ 48,188,994.00	Sales Tax-Wastewater
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item _____ Budget Adjustment Attached

Barbara Leal
 Budget Manager

6/2/03
 Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fathery
 Accounting Manager

6/3/03
 Date

Nancy Smith
 Internal Auditor

6/3/03
 Date

[Signature]
 City Attorney

6/5/03
 Date

[Signature]
 Purchasing Manager

6/5/03
 Date

STAFF RECOMMENDATION:

Division Head	Date
<u>[Signature]</u>	<u>6-2-03</u>
Department Director	Date
<u>[Signature]</u>	<u>6-5-03</u>
Finance & Internal Services Dir.	Date
<u>[Signature]</u>	<u>6-6-03</u>
Chief Administrative Officer	Date
<u>[Signature]</u>	<u>7/10/03</u>
Mayor	Date

Cross Reference

Rec'd in Mayor's
 Office 6/5/03
 No Y.H.

New Item: Yes

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

*Outside party has not signed
the contract.*

(E-mail reply from Greg)

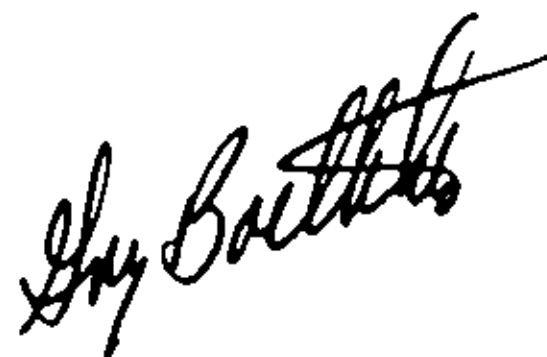
Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

WATER AND WASTEWATER DIVISION **DEPARTMENTAL CORRESPONDENCE**

TO: **Fayetteville City Council**

FROM: Greg Boettcher, P.E.
Water & Wastewater Director 

THRU: Dan Coody, Mayor of Fayetteville
Hugh Earnest, Chief Administrative Officer 

DATE: July 10, 2003

RE: **WASTEWATER SYSTEM IMPROVEMENT PROJECT**
Burns & McDonnell
Program Management and Value Engineering
Design/Bidding Phase Service Contract

BACKGROUND

The citizens of Fayetteville have approved a \$125 million sales tax bond issue to address the capital costs for a critically-needed wastewater system improvement project. The passage of this 3/4 -cent sales tax enabled low-cost, accelerated financing for said project, scaling back customer rate impact from 134% to 38%. Since passage of the sales tax in late 2001, the City Administration, consultants and regulators have completed a number of funding, environmental, procedural and program functions; finalizing the preliminary design phase of the wastewater system improvement project. Activities that have been completed during such time period include:

- Secure technical approvals of engineering concepts
- Complete Cultural Resource Surveys as required by Arkansas' State Historic Preservation Officer
- Solidify financing arrangements using a combination of SRF and private funding
- Develop an integrated program for this large capital improvement project, including:
 - ✓ selection of program manager
 - ✓ development of standard project bidding materials
 - ✓ creation of an integrated construction program bringing together the multiple consultants, projects and needs
 - ✓ acceleration of project construction by incorporating a prioritized, segmented approach that anticipates 13 bidding packages

- Development of a standard professional services agreement
- Capitalization on cost-saving opportunities that have substantial financial benefits
 - ✓ Broyles Road Analysis
 - ✓ Outfall Line Assessment
 - ✓ Future benefits of team design, peer reviews, operations involvement, constructability critiques, program management and value engineering
- Negotiation of professional service agreements with the engineering/program management consultants that have explicit scopes of work, exacting performance schedules, and defined compensation.

DISCUSSION

The Fayetteville City Council, at a special meeting on July 8, 2003 placed the negotiated professional service agreements on the City Council Agenda. The attached contract with Burns & McDonnell, relates to program management and value engineering services for the design/bidding phase of this wastewater improvement program, the specifics of this contract being summarized as follows:

CORE ELEMENTS-(1) Coordination, collaboration and management of multiple project activities, (2) provision of value engineering services for project, (3) tracking of costs, progress and reporting variances, (4) provide organizational support including constructability reviews, technical assistance, professional opinions and administrative support, (5) integrate uniformity, consistency, value and accountability into the program using teamwork and communication, and (6) provide regular reports and forecasts on relevant project elements.

COMPENSATION- \$2,685,366.00

The design and bidding phase services set forth in the proposed agreement are associated with the Fayetteville Vision 2020 Guiding Principles listed below:

1. Naturally Beautiful City: Our Mountains and Hills, Our Creeks, Our Open Greenspaces
2. Well maintained City Infrastructure and Facilities

The completion of the west side wastewater treatment plant and associated improvements are necessary for the targeted benefits of the wastewater system improvement program to be realized; therefore, the contract approval is integral to the maintenance of infrastructure and facilities.

RECOMMENDATIONS

To provide the proper and responsible management of the Fayetteville Wastewater System, the City Administration recommends that the Fayetteville City Council approve a contract with Burns & McDonnell for \$2,685,366.00 to provide program management and value engineering services for the design/bidding phase of \$98.4 million of project construction. This activity was reviewed and approved by the Fayetteville Water and Sewer Committee on June 5, 2003.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN HOURLY RATE ENGINEERING CONTRACT WITH BURNS AND MCDONNELL ENGINEERING COMPANY, INC. IN THE NOT TO EXCEED AMOUNT OF \$2,685,366.00 FOR ENGINEERING SERVICES RELATED TO DESIGN AND BIDDING PHASE PROGRAM MANAGEMENT SERVICES INCLUDING VALUE ENGINEERING FOR THE WASTEWATER SYSTEM IMPROVEMENT PROJECT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an hourly rate contract in the not to exceed amount of Two Million Six Hundred Eighty-five Thousand Three Hundred Sixty-Six Dollars (\$2,685,366.00) attached as Exhibit A. This hourly rate contract engages Burns and McDonnell Engineering Company, Inc. to provide engineering services to include: recommendations for construction packaging and sequence of bidding and construction for this project, period review of designs for the project, bidding documents for the four other engineering firms, conducting six value engineering workshops, monitoring compliance of other engineering firms with contract terms, establishing minimum design standards, preparing standard contracts and specifications for other engineering firms, liaison with Arkansas Soil and Water Conservation Commission and assisting engineer firms with design phase and bidding, and design and maintenance of web page for this project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Dan Coody to execute this contract (Exhibit A) to hire Burns and McDonnell Engineering Company, Inc. for this project.

PASSED and APPROVED this the 15th day of July, 2003.

APPROVED:

By: _____

DAN COODY, Mayor

DRAFT

ATTEST:

By: _____

Sondra Smith, City Clerk

**Contract Information
was included in the
Design Contracts Manual
Dated June 10, 2003.**

**Copies are available in the
City Clerk's Office**

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

July 15

June 10, 2003

For the Fayetteville City Council Meeting of: _____

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with Garver Engineers of Fayetteville, AR for the design and bidding of the East Pipelines and Pump Stations portion of the Wastewater System Improvements Project, said contract providing for a lump sum means of compensation with a contract amount of \$1,721,886.00.

COST TO CITY:

\$1,721,886.00	\$ 48,202,040.00	Water/Wastewater
Cost of this request		Program Category / Project Name
4480.9480.5315	\$ 13,046.00	Wastewater System Improvemnts
Account Number	Funds Used to Date	Program / Project Category Name
02133-0301	\$ 48,188,994.00	Sales Tax/Wastewater
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW:

X

Budgeted Item

Budget Adjustment Attached

Budget Manager

Date

CONTRACT/GRANT/LEASE REVIEW:

<u>Marsha Farthing</u>	<u>6/3/03</u>	<u>Nancy Smith</u>	<u>6/3/03</u>
Accounting Manager	Date	Internal Auditor	Date
<u>K. [Signature]</u>	<u>6/5/03</u>	<u>P. [Signature]</u>	<u>6/5/03</u>
City Attorney	Date	Purchasing Manager	Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Finance & Internal Services Dir.

Date

Chief Administrative Officer

Date

Mayor

Date

Cross Reference

 Rec'd in Mayor's
 Office 6/5/03
 No PH

New Item: Yes

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

WATER AND WASTEWATER DIVISION **DEPARTMENTAL CORRESPONDENCE**

TO: **Fayetteville City Council**

FROM: Greg Boettcher, P.E.
Water & Wastewater Director 

THRU: Dan Coody, Mayor of Fayetteville
Hugh Earnest, Chief Administrative Officer 

DATE: July 10, 2003

RE: **WASTEWATER SYSTEM IMPROVEMENT PROJECT**
Garver Engineers
East Pipe Lines and Pump Stations
Design/Bidding Phase Service Contract

BACKGROUND

The citizens of Fayetteville have approved a \$125 million sales tax bond issue to address the capital costs for a critically-needed wastewater system improvement project. The passage of this ¾ -cent sales tax enabled low-cost, accelerated financing for said project, scaling back customer rate impact from 134% to 38%. Since passage of the sales tax in late 2001, the City Administration, consultants and regulators have completed a number of funding, environmental, procedural and program functions; finalizing the preliminary design phase of the wastewater system improvement project. Activities that have been completed during such time period include:

- Secure technical approvals of engineering concepts
- Complete Cultural Resource Surveys as required by Arkansas' State Historic Preservation Officer
- Solidify financing arrangements using a combination of SRF and private funding
- Develop an integrated program for this large capital improvement project, including:
 - ✓ selection of program manager
 - ✓ development of standard project bidding materials
 - ✓ creation of an integrated construction program bringing together the multiple consultants, projects and needs
 - ✓ acceleration of project construction by incorporating a prioritized, segmented approach that anticipates 13 bidding packages

- Development of a standard professional services agreement
- Capitalization on cost-saving opportunities that have substantial financial benefits
 - ✓ Broyles Road Analysis
 - ✓ Outfall Line Assessment
 - ✓ Future benefits of team design, peer reviews, operations involvement, constructability critiques, program management and value engineering
- Negotiation of professional service agreements with the engineering/program management consultants that have explicit scopes of work, exacting performance schedules, and defined compensation.

DISCUSSION

The Fayetteville City Council, at a special meeting on July 8, 2003 placed the negotiated professional service agreements on the City Council Agenda. The attached contract with Garver Engineers, relates to design and bidding phase services for the East Pipelines and Pump Stations component of this wastewater improvement program, the specifics of this contract being summarized as follows:

CORE ELEMENTS-(1) 8 miles of 16-inch to 48-inch gravity sewer line, (2) one mile of force main, (3) lift station upgrades, and (4) division of work into four contracts.

COMPENSATION- \$1,721,886.00

The design and bidding phase services set forth in the proposed agreement are associated with the Fayetteville Vision 2020 Guiding Principles listed below:

1. Naturally Beautiful City: Our Mountains and Hills, Our Creeks, Our Open Greenspaces
2. Well maintained City Infrastructure and Facilities

The completion of the west side wastewater treatment plant and associated improvements are necessary for the targeted benefits of the wastewater system improvement program to be realized; therefore, the contract approval is integral to the maintenance of infrastructure and facilities.

RECOMMENDATIONS

To provide the proper and responsible management of the Fayetteville Wastewater System, the City Administration recommends that the Fayetteville City Council approve a contract with Garver Engineers for \$1,721,886.00 to design the predicted \$14.7 million of project construction. This activity was reviewed and approved by the Fayetteville Water and Sewer Committee on June 5, 2003.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN ENGINEERING CONTRACT WITH GARVER ENGINEERS, LLC IN THE NOT TO EXCEED AMOUNT OF \$1,721,886.00 FOR ENGINEERING SERVICES RELATED TO THE EAST PIPELINES AND PUMP STATIONS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a lump sum contract in the not to exceed amount of One Million Seven Hundred Twenty-One Thousand Eight Hundred Eighty-Six Dollars (\$1,721,886.00) attached as Exhibit A. This lump sum contract engages Garver Engineers LLC to provide engineering services to include: project design surveys, property surveys, project administration, value engineering support, project coordination, preparation of construction contract specifications and drawings, estimating probable construction costs, and providing bidding and negotiation services for four construction contracts (as more particularly described in the contract) related to the East Pipelines and Pump Stations.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Dan Coody to execute this contract (Exhibit A) to hire Garver Engineers LLC for this project.

PASSED and APPROVED this the 15th day of July, 2003.

APPROVED:

By: _____

DAN COODY, Mayor

DRAFT

ATTEST:

By: _____

Sondra Smith, City Clerk

**Contract Information
was included in the
Design Contracts Manual
Dated June 10, 2003.**

**Copies are available in the
City Clerk's Office**

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

July 15

June 10, 2003

For the Fayetteville City Council Meeting of: _____

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with McGoodwin, Williams and Yates of Fayetteville, AR for the design and bidding of the West Wastewater Treatment Plant, the Wetlands Mitigation Element and the Broyles Road Improvement portions of the Wastewater System Improvements Project, said contract providing for a lump sum means of compensation with a contract amount of \$4,318,812.00.

COST TO CITY:

\$4,318,812.00
 Cost of this request

\$ 48,202,040.00

Water/Wastewater

Program Category / Project Name

4480.9480.5315.00
 Account Number

\$ 13,046.00

Funds Used to Date

Wastewater System Improvements

Program / Project Category Name

02133-0304
 Project Number

\$ 48,188,994.00

Remaining Balance

Sales Tax/Wastewater

Fund Name

BUDGET REVIEW:

X

Budgeted Item

Budget Adjustment Attached

Brian Lee
 Budget Manager

6/6/03
 Date

CONTRACT/GRANT/LEASE REVIEW:

Marsha Farthing
 Accounting Manager

6/3/03
 Date

Marcy Smith
 Internal Auditor

6/3/03
 Date

K. [Signature]
 City Attorney

6/5/03
 Date

P. [Signature]
 Purchasing Manager

6/5/03
 Date

STAFF RECOMMENDATION:

Division Head

Date

Greg Boettcher
 Department Director

6-2-03
 Date

Steph [Signature]
 Finance & Internal Services Dir.

6-5-03
 Date

Mugh Samat
 Chief Administrative Officer

6-6-03
 Date

Don [Signature]
 Mayor

7/10/03
 Date

Cross Reference

Rec'd in Mayor's
 Office 6/5/03
 No PH

New Item: Yes

Previous Ord/Res#: _____

Orig. Contract Date _____

Orig. Contract Number _____

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

WATER AND WASTEWATER DIVISION **DEPARTMENTAL CORRESPONDENCE**

TO: **Fayetteville City Council**

FROM: Greg Boettcher, P.E.
Water & Wastewater Director 

THRU: Dan Coody, Mayor of Fayetteville
Hugh Earnest, Chief Administrative Officer 

DATE: July 10, 2003

RE: **WASTEWATER SYSTEM IMPROVEMENT PROJECT**
McGoodwin, Williams & Yates, Inc.
West Side Wastewater Treatment Plant
Design/Bidding Phase Service Contract

BACKGROUND

The citizens of Fayetteville have approved a \$125 million sales tax bond issue to address the capital costs for a critically-needed wastewater system improvement project. The passage of this ¾ -cent sales tax enabled low-cost, accelerated financing for said project, scaling back customer rate impact from 134% to 38%. Since passage of the sales tax in late 2001, the City Administration, consultants and regulators have completed a number of funding, environmental, procedural and program functions; finalizing the preliminary design phase of the wastewater system improvement project. Activities that have been completed during such time period include:

- Secure technical approvals of engineering concepts
- Complete Cultural Resource Surveys as required by Arkansas' State Historic Preservation Officer
- Solidify financing arrangements using a combination of SRF and private funding
- Develop an integrated program for this large capital improvement project, including:
 - ✓ selection of program manager
 - ✓ development of standard project bidding materials
 - ✓ creation of an integrated construction program bringing together the multiple consultants, projects and needs
 - ✓ acceleration of project construction by incorporating a prioritized, segmented approach that anticipates 13 bidding packages

- Development of a standard professional services agreement
- Capitalization on cost-saving opportunities that have substantial financial benefits
 - ✓ Broyles Road Analysis
 - ✓ Outfall Line Assessment
 - ✓ Future benefits of team design, peer reviews, operations involvement, constructability critiques, program management and value engineering
- Negotiation of professional service agreements with the engineering/program management consultants that have explicit scopes of work, exacting performance schedules, and defined compensation.

DISCUSSION

The Fayetteville City Council, at a special meeting on July 8, 2003 placed the negotiated professional service agreements on the City Council Agenda. The attached contract with McGoodwin, Williams and Yates, Inc. relates to design and bidding phase services for the West Side Wastewater Treatment Plant component of this wastewater improvement program, the specifics of this contract being summarized as follows:

CORE ELEMENTS-(1) 10 million gallons per day advanced wastewater treatment plant, (2) 42-inch outfall line extending 11,000 feet downstream (optional), (3) design of Broyles Road Improvements along the east frontage of the plant site, and (4) centralized wetland mitigation for the entire project.

COMPENSATION- \$4,318,812.00 (lump sum fee)

The design and bidding phase services set forth in the proposed agreement are associated with the Fayetteville Vision 2020 Guiding Principles listed below:

1. Naturally Beautiful City: Our Mountains and Hills, Our Creeks, Our Open Greenspaces
2. Well maintained City Infrastructure and Facilities

The completion of the west side wastewater treatment plant and associated improvements are necessary for the targeted benefits of the wastewater system improvement program to be realized; therefore, the contract approval is integral to the maintenance of infrastructure and facilities.

RECOMMENDATIONS

To provide the proper and responsible management of the Fayetteville Wastewater System, the City Administration recommends that the Fayetteville City Council approve a contract with McGoodwin, Williams and Yates, Inc. for \$4,318.812.00 to design the predicted \$40.4 million of project construction. This activity was reviewed and approved by the Fayetteville Water and Sewer Committee on June 5, 2003.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN ENGINEERING CONTRACT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN THE NOT TO EXCEED AMOUNT OF \$4,318,812.00 FOR ENGINEERING SERVICES RELATED TO THE NEW WEST WASTEWATER TREATMENT PLANT, WETLANDS MITIGATION AND BROYLES ROAD IMPROVEMENTS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a lump sum contract in the not to exceed amount of Four Million Three Hundred Eighteen Thousand Eight Hundred Twelve Dollars (\$4,318,812.00) attached as Exhibit A. This lump sum contract engages McGoodwin, Williams and Yates, Inc. to provide engineering services to include design and bid phase services for the West Side Wastewater Treatment facilities. McGoodwin, Williams and Yates, Inc. will also provide contract drawings, documents and specifications and design site surveys for: the West Side Wastewater Treatment facilities, Wetland Mitigation Area, Effluent Line, Broyles Road relocation (as more particularly described in the contract).

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Dan Coody to execute this contract (Exhibit A) to hire McGoodwin, Williams and Yates, Inc. for this project.

PASSED and APPROVED this the 15th day of July, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

DRAFT

ATTEST:

By: _____
Sondra Smith, City Clerk

**Contract Information
was included in the
Design Contracts Manual
Dated June 10, 2003.**

**Copies are available in the
City Clerk's Office**

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of: _____

July 15
~~June 18~~, 2003

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with RJN Group of Dallas, TX for the design and bidding of the West Pipelines and Pump Stations portion of the Wastewater System Improvements Project, said contract providing for a lump sum means of compensation with a contract amount of \$2,500,718.00.

COST TO CITY:

<u>\$2,500,718.00</u>	<u>\$ 48,202,040.00</u>	<u>Water/Wastewater</u>
Cost of this request		Program Category / Project Name
<u>4480.9480.5315.00</u>	<u>\$ 13,046.00</u>	<u>Wastewater System Improvements</u>
Account Number	Funds Used to Date	Program / Project Category Name
<u>02133-0302</u>	<u>\$ 48,188,994.00</u>	<u>Sales Tax/Wastewater</u>
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item _____ Budget Adjustment Attached

Bonnie Deel 6/10/03
 Budget Manager Date

CONTRACT/GRANT/LEASE REVIEW:

<u>Marsha Farthing</u> <u>6/13/03</u>	<u>Nancy Smith</u> <u>6/13/03</u>
Accounting Manager Date	Internal Auditor Date
<u>[Signature]</u> <u>6/15/03</u>	<u>[Signature]</u> <u>6/15/03</u>
City Attorney Date	Purchasing Manager Date

STAFF RECOMMENDATION:

Division Head	Date	Cross Reference	Rec'd in Mayor's Office
<u>[Signature]</u>	<u>6-2-02</u>	New Item: Yes	<u>6/5/03</u>
Department Director	Date	Previous Ord/Res#:	No <u>PH</u>
<u>[Signature]</u>	<u>6-5-03</u>	Orig. Contract Date	
Finance & Internal Services Dir.	Date	Orig. Contract Number	
<u>[Signature]</u>	<u>6-6-03</u>		
Chief Administrative Officer	Date		
<u>[Signature]</u>	<u>7/10/03</u>		
Mayor	Date		



Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

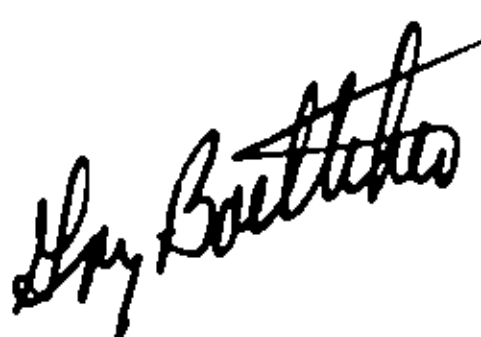
Grants Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

WATER AND WASTEWATER DIVISION **DEPARTMENTAL CORRESPONDENCE**

TO: **Fayetteville City Council**

FROM: Greg Boettcher, P.E.
Water & Wastewater Director 

THRU: Dan Coody, Mayor of Fayetteville
Hugh Earnest, Chief Administrative Officer 

DATE: July 10, 2003

RE: **WASTEWATER SYSTEM IMPROVEMENT PROJECT**
RJN Group
West Pipe Lines and Pump Stations
Design/Bidding Phase Service Contract

BACKGROUND

The citizens of Fayetteville have approved a \$125 million sales tax bond issue to address the capital costs for a critically-needed wastewater system improvement project. The passage of this ¾ -cent sales tax enabled low-cost, accelerated financing for said project, scaling back customer rate impact from 134% to 38%. Since passage of the sales tax in late 2001, the City Administration, consultants and regulators have completed a number of funding, environmental, procedural and program functions; finalizing the preliminary design phase of the wastewater system improvement project. Activities that have been completed during such time period include:

- Secure technical approvals of engineering concepts
- Complete Cultural Resource Surveys as required by Arkansas' State Historic Preservation Officer
- Solidify financing arrangements using a combination of SRF and private funding
- Develop an integrated program for this large capital improvement project, including:
 - ✓ selection of program manager
 - ✓ development of standard project bidding materials
 - ✓ creation of an integrated construction program bringing together the multiple consultants, projects and needs
 - ✓ acceleration of project construction by incorporating a prioritized, segmented approach that anticipates 13 bidding packages

- Development of a standard professional services agreement
- Capitalization on cost-saving opportunities that have substantial financial benefits
 - ✓ Broyles Road Analysis
 - ✓ Outfall Line Assessment
 - ✓ Future benefits of team design, peer reviews, operations involvement, constructability critiques, program management and value engineering
- Negotiation of professional service agreements with the engineering/program management consultants that have explicit scopes of work, exacting performance schedules, and defined compensation.

DISCUSSION

The Fayetteville City Council, at a special meeting on July 8, 2003 placed the negotiated professional service agreements on the City Council Agenda. The attached contract with RJN Group, relates to design and bidding phase services for the West Pipelines and Pump Stations component of this wastewater improvement program, the specifics of this contract being summarized as follows:

CORE ELEMENTS-(1) Approximately 16 miles of 15-inch to 48-inch gravity sewer line, (2) approximately 4.6 miles of force main, (3) construction of 3 wastewater pumping stations, and (4) division of work into eight contracts.

COMPENSATION- \$2,500,718.00

The design and bidding phase services set forth in the proposed agreement are associated with the Fayetteville Vision 2020 Guiding Principles listed below:

1. Naturally Beautiful City: Our Mountains and Hills, Our Creeks, Our Open Greenspaces
2. Well maintained City Infrastructure and Facilities

The completion of the west side wastewater treatment plant and associated improvements are necessary for the targeted benefits of the wastewater system improvement program to be realized; therefore, the contract approval is integral to the maintenance of infrastructure and facilities.

RECOMMENDATIONS

To provide the proper and responsible management of the Fayetteville Wastewater System, the City Administration recommends that the Fayetteville City Council approve a contract with RJN Group for \$2,500,718.00 to design the predicted \$28.4 million of project construction. This activity was reviewed and approved by the Fayetteville Water and Sewer Committee on June 5, 2003.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN ENGINEERING CONTRACT WITH RJN GROUP, INC. IN THE NOT TO EXCEED AMOUNT OF \$2,500,718.00 FOR ENGINEERING SERVICES RELATED TO THE WEST PIPELINES AND PUMP STATIONS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a lump sum contract in the not to exceed amount of Two Million Five Hundred Thousand Seven Hundred Eighteen Dollars (\$2,500,718.00) attached as Exhibit A. This lump sum contract engages RJN Group, Inc. to provide engineering services to include project design surveys, easement documents preparation, odor control designs, project administration, value engineering support, project coordination, preparation of construction contract specifications and drawings, estimating probable construction costs, and providing bidding and negotiation services for eight construction contracts (as more particularly described in the contract) related to the West Pipelines and Pump Stations.

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Dan Coody to execute this contract (Exhibit A) to hire RJN Group, Inc. for this project.

PASSED and APPROVED this the 15th day of July, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

DRAFT

ATTEST:

By: _____
Sondra Smith, City Clerk

**Contract Information
was included in the
Design Contracts Manual
Dated June 10, 2003.**

**Copies are available in the
City Clerk's Office**

**Tentative Agenda
For
City Council Meeting
July 15, 2003**

A meeting of the Fayetteville City Council will be held on July 15, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Audit Committee Presentation

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the July 1, 2003 meeting minutes.
2. **Bulk Material Purchase:** A resolution approving the purchase of various bulk materials and services in the amount of \$165,000.00.
3. **CH2MHill Goose Creek Stream Modeling Contract:** A resolution to approve an engineering contract with CH2MHill, Inc. in the not to exceed amount of \$150,610.00 for Goose Creek Stream modeling and technical support for preparation of the NPDES permits for the wastewater systems improvement project.
4. **Sidewalk and Trails Task Force:** A resolution establishing the Sidewalks and Trails Task Force, setting forth the selection process for membership and its duties and responsibilities.
5. **Downtown Dickson Enhancement Project (DDEP) Budget Adjustment:** A resolution approving an appropriation to the Downtown Dickson Enhancement Project (DDEP) in an amount not to exceed \$20,000.00 to provide planning, design, and economic development services for the remainder of FY2003; and approving a budget adjustment in the amount of \$20,000.00 for same.

B. OLD BUSINESS:

1. **RZN 03-19.00 (Tom Broyles 14.66 acres):** An ordinance rezoning that property described in rezoning petition RZN 03-19.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located East of Beachwood Avenue South of 15th Street, moving the current zoning line to a new configuration with the subject property being R-2, Medium Density Residential. *This ordinance was left on the first reading at the July 1, 2003 City Council meeting.*

2. **RZN 03-20.00 (Tom Broyles 7.45 acres):** An ordinance rezoning that property described in rezoning petition RZN 03-20.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located East of Beachwood Avenue South of 15th Street, moving the current zoning line to a new configuration with the subject property being zoned C-2, Thoroughfare Commercial. *This ordinance was left on the first reading at the July 1, 2003 City Council meeting.*
3. **Zoning Map Adoption:** An ordinance adopting a new official Zoning Map of the City of Fayetteville and incorporating the renamed zoning districts on the new official Zoning Map as adopted in Title 15; the Unified Development Code of the Fayetteville Code of Ordinances. *This ordinance was left on the second reading at the July 1, 2003 City Council meeting.*

C. NEW BUSINESS:

1. **Township Builders, Inc./Sang/Hollywood & 6th Street Intersection Improvements:** A resolution to approve a contract with Township Builders, Inc. in the amount of \$596,446.00 plus a project contingency in the amount of \$60,000.00 for the Sang Avenue and Hollywood intersection with 6th Street improvements and to approve a budget adjustment of \$80,564.00.
2. **Public Hearing Raze and Removal 226 North School Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Timothy C. and Christine Klinger located at 226 S. School Avenue in the City of Fayetteville, Arkansas.
- ⓧ 3. **Public Hearing Raze and Removal 1003, 1015 and 1017 W Cato Springs Road:** A resolution ordering the razing and removal of dilapidated and unsafe structures owned by Alex and Lori Mahler located at 1003, 1015 and 1017 West Cato Springs Road in the City of Fayetteville, Arkansas.
4. **Amend Chapter 33 (Telecommunications Board):** An ordinance amending Chapter 33, Departments, Boards, Commissions and Authorities, of the Code of Fayetteville, by redefining the composition, officers, staffing, procedures and duties of the board.
5. **Smoking in Certain Public Places:** An ordinance to amend §95.05 Regulation Of Smoking In Certain Public Places of the code of Fayetteville and to enact a replacement §95.05 Regulation Of Smoking In Most Public Places And Places Of Employment in order to remove exemptions for bars, pool halls, small restaurants, beauty salons, barber shops and designated smoking areas in enclosed public access areas in restaurants, theaters, roller rinks, bowling alleys, and retail stores, etc.

D. INFORMATIONAL:

1. **Council Tour: July 14, 2003**

STAFF REVIEW FORM

Bulk Material Purchase
A. 2. Page 1

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of: July 15, 2003

FROM:

Terry Gulley
Name

Transportation
Division

Operations
Department

ACTION REQUIRED:

Approve 2003 bids for construction materials and services utilized by various divisions of the City.

COST TO CITY:

165,000

Cost of this request

\$1,476,872

Category/Project Budget
398,340

In-House Pavement Imp.
Category/Project Name

VARIOUS CONST ACCTS
Account Number

Funds Used to Date
7578,532

N/A
Program Name

VARIOUS

Project Number

Remaining Balance

Sales Tax Capital
Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
Accounting Manager

Date

ADA Coordinator

Date

[Signature]
City Attorney

Date

[Signature]
Internal Auditor

Date

[Signature]
Purchasing Officer

Date

STAFF RECOMMENDATION:

[Signature]
Division Head

Date

Cross Reference

[Signature]
Department Director

Date

New Item: YES NO

[Signature]
Administrative Services Director

Date

Prev Ord/Res #: _____

[Signature]
Mayor

Date

Orig. Contract Date: _____

Orig. Contract Number: _____

RECEIVED

JUN 25 2003

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

Description: Approval of a ~~5000~~ budget for construction materials Meeting Date: 07/15/03

Comments:

Reference Comments:

Budget Coordinator:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF VARIOUS BULK MATERIALS AND SERVICES IN THE AMOUNT OF ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000.00).

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of various bulk materials and services in the amount of One Hundred Sixty-Five Thousand Dollars (\$165,000.00).

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor or his duly authorized representative to sign any documents required to complete said purchases.

PASSED and APPROVED this 15th day of July, 2003.

APPROVED

By

DAN COODY, Mayor

ATTEST:

By

SONDRA SMITH, City Clerk

TO: Fayetteville City Council
THRU: Dan Coody, Mayor
FROM: Gary Dumas, Operations Director
Terry Gulley, Transportation Manager
DATE: June 23, 2003
SUBJECT: 2003 Bid Awards for Materials

Bids have been opened for construction materials utilized by the Transportation Division and other divisions of the City for the fiscal year 2003. The results of those bids are attached and this memo has staff's award recommendations.

The curb and gutter bid only had one bidder and should be awarded to Jerry D. Sweetser, Inc.

The red hillside gravel bid only had one bidder and should be awarded to Les Rogers, Inc.

The hot-applied thermoplastic pavement marking bid only had one bidder and should be awarded to Time Striping, Inc.

The ready-mix concrete bid only had one bidder and should be awarded to Tune Concrete Company.

The topsoil bid had no bidders and will be quoted on an as needed basis.

BID: 03-25
DATE: 4/4/03
TIME: 11:00 A.M

CITY OF FAYETTEVILLE, ARKANSAS
2003-2004

Bulk Material Purchase
A. 2. Page 5

Red Hillside Gravel

Description	Quantity	Unit Price
Red Hillside Gravel - per Cubic Yard Delivery Price - per Cubic Yard (Not included in above price) Please submit copy of soil analysis report for the material being bid. Location of material:	1 2	1. Les Rodgers Inc. 0.65 2.75 Elkhorn Springs Road
If City of Fayetteville picks up, will there be equipment at the site to load our trucks? Is there a loading charge? RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:		Yes Yes, .60 Per Cubic Yard

Purchasing Agent:

P. Vise

Witness:

Daisy L. Menger

Certified Bid Tabulation

INVITATION TO BID				
BID # 03-25	DATE ISSUED: March 24, 2003	DATE AND TIME OF OPENING: April 4, 2003 at 11:00 a.m.		
BUYER: City of Fayetteville, AR		DATE REQUIRED: 30 DAYS ARO		
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED DELIVERY DATE:		
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Red Hillside Gravel - per Cubic Yard	1	.65	.65
2	Delivery Price - per Cubic Yard (Not included in above price) Please submit copy of soil analysis report for the material being bid. Location of material: <i>Elkhorn Springs Rd.</i> If City of Fayetteville picks up, will there be equipment at the site to load our trucks? Is there a loading charge? RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:	1	2.75	.60
Yes ☒ No ☐ Yes ☒ No ☐		Amount :		.60
EXECUTION OF BID Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.				
UN SIGNED BIDS WILL BE REJECTED	NAME OF FIRM: <i>Les Rogers INC.</i>	PHONE: <i>479-443-9130</i>	FED. ID#: <i>71-0699190</i>	
	BUSINESS ADDRESS: <i>1555 Warehouse Dr Fayetteville Ar</i>	CITY AND STATE: <i>Fayetteville Ar</i>		ZIP: <i>72701</i>
	AUTHORIZED SIGNATURE: <i>Les Rogers</i>	TITLE: <i>President</i>		DATE: <i>3/26/03</i>

BID: 03-21
DATE: 4/15/03
TIME: 11:00 A.M

CITY OF FAYETTEVILLE, ARKANSAS
2003-2004

THERMOPLASTIC STRIPING

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	TIME STRIPING INC.
1	Hot Truck Applied Thermoplastic White or Yellow (4") - per linear foot.	45,000 lf (estimate only)			\$.29 PLF / \$13,050.00 Total
2	Hot Applied Thermoplastic Arrows - Each	as needed			\$100.00 Each
3	Hot Applied Thermoplastic Words - Each.	as needed			\$125.00 Each
4	Hot Applied Thermoplastic Railroad Emblems - Each.	as needed			\$750.00 Each
5	Hot Applied Thermoplastic Handicap Emblems - Each. (Blue Background w/White Emblem)	as needed			\$200.00 Each
6	Hot 4" Hand Applied Thermoplastic for Parking Spaces - per linear foot.	as needed			\$.50 PLF
* All pavement marking material and lay down procedures must meet current AHTD specifications. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:					

Purchasing Agent: *Wise*

Witness: *R Williams*

Certified Bid Tabulation

INVITATION TO BID				
BID # 03-21	DATE ISSUED: Mar. 24th, 2003	DATE AND TIME OF OPENING: April 14th, 2003 at 11:00 a.m.		
BUYER: City of Fayetteville, AR		DATE REQUIRED: As scheduled with project manager		
F. O. B. Fayetteville, AR	BUYER'S PHONE # (479) 575-8289	GUARANTEED DELIVERY DATE:		
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Hot Truck Applied Thermoplastic White or Yellow (4") - per linear foot.	45,000 lf (estimate only)	\$ 0.29 IF	\$13,050 ⁰⁰
2	Hot Applied Thermoplastic Arrows - Each	as needed	\$100 ⁰⁰ each	
3	Hot Applied Thermoplastic Words - Each.	as needed	\$125 ⁰⁰ each	
4	Hot Applied Thermoplastic Railroad Emblems - Each.	as needed	\$750 ⁰⁰ each	
5	Hot Applied Thermoplastic Handicap Emblems - Each. (Blue Background w/White Emblem)	as needed	\$200 ⁰⁰ each	
6	Hot 4" Hand Applied Thermoplastic for Parking Spaces - per linear foot.	as needed	\$0.50 IF	
* All pavement marking material and lay down procedures must meet current AHTD specifications. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:				
EXECUTION OF BID Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.				
UN SIGNED BIDS WILL BE RE JECTED	NAME OF FIRM: <i>TIME STRIPING, INC.</i>	PHONE: (479) 806-3411	FED ID#: 710669392	
	BUSINESS ADDRESS: <i>5439 ARKHOLA ROAD</i>	CITY AND STATE: <i>VAN BUREN, AR</i>		ZIP: 72956
	AUTHORIZED SIGNATURE: <i>Lance P. Smith</i>	TITLE: <i>Vice - PRESIDENT</i>		DATE: 4-11-03

BID: 03-19
DATE: 4/14/03
TIME: 11:00 A.M

CITY OF FAYETTEVILLE, ARKANSAS
2003-2004

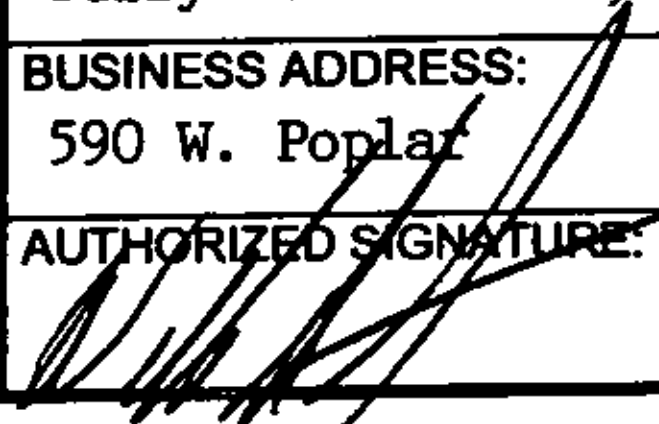
Curb and Gutter

1	Price per linear foot of Hand-Formed curb & gutter. (per attached specifications)	2000 /est.			Jerry D. Sweetser Inc. \$8.35 PLF / \$16,700.00 Total
2	Price per linear foot of Machine-Placed curb & gutter. (per attached specifications)	1000/ est.			\$7.85 PLF / \$7,850.00 Total
3	Price per square foot of sidewalk. Restrictions or exceptions to the bid must be noted:	100/est.			\$4.55 PSF / \$455.00 Total
	Concrete for Curb & Gutter is to be 3500 PSI. Use estimated quantity of 2000 feet for hand formed and 1000 feet for machine laid. The City will do all subgrade and preparation work.				\$25,005.00 / Total
	Sidewalk concrete is to be 3500 PSI. Use estimated quantity of 100 square feet. Sidewalk is to be built to Ordinance #4005 Except for PSI.				

Purchasing Agent: *P. Wise*

Witness: *P. Williams*

Certified Bid Tabulation

INVITATION TO BID CITY OF FAYETTEVILLE, ARKANSAS				
BID # 03-19	DATE ISSUED: March 24, 2003	DATE AND TIME OF OPENING: April 14, 2003 at 11:00 a.m.		
BUYER: City of Fayetteville, AR		DATE REQUIRED: 30 DAYS ARO		
F. O. B. Fayetteville, AR	BUYER'S PHONE # (479) 575-8289	GUARANTEED DELIVERY DATE:		
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Price per linear foot of Hand-Formed curb & gutter. (per attached specifications)	2000 /est.	8.35	16700.00
2	Price per linear foot of Machine-Placed curb & gutter. (per attached specifications)	1000/ est.	7.85	7850.00
3	Price per square foot of sidewalk.	100/est.	4.55	455.00
Restrictions or exceptions to the bid must be noted:		TOTAL:		25005.00
		Concrete for Curb & Gutter is to be 3500 PSI. Use estimated quantity of 2000 feet for hand formed and 1000 feet for machine laid. The City will do all subgrade and preparation work.		
Sidewalk concrete is to be 3500 PSI. Use estimated quantity of 100 square feet. Sidewalk is to be built to Ordinance #4005 Except for PSI.				
EXECUTION OF BID				
Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.				
UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: Jerry D. Sweetser, Inc.		PHONE: 443-3026	FEDERAL ID: 71-0399789
	BUSINESS ADDRESS: 590 W. Poplar		CITY AND STATE: Fayetteville, AR	ZIP: 72703
	AUTHORIZED SIGNATURE: 		TITLE: President	DATE: 4/14/03

BID: 03-17
DATE: 4/4/03
TIME: 11:00 A.M

CITY OF FAYETTEVILLE, ARKANSAS
2003-2004

Concrete

Tune

ITEM #	DESCRIPTION	UNIT PRICE
1	3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard	\$ 47.00 cu yd
2	3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard	\$ 48.50 cu yd
3	4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard	\$ 50.00 cu yd
4	5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per cubic yard	\$ 54.00 cu yd
5	1% Calcium Chloride Admixture	\$ 1.50 cu yd
6	2% Calcium Chloride Admixture	\$ 3.00 cu yd
7	Air entraining admixture	\$.50
8	Hot Water	\$ 2.00 cu yd
9	3/4" Rock	\$ 1.00 cu yd
10	Exposed Aggregate	\$ 59.00 cu yd
11	Flowable Fill	\$ 40.00 cu yd
12	Concrete Sand- per Ton	Minimum 25 Tons \$13.00
13	Masonry Sand- per Ton	Minimum 25 Tons \$13.50

Note: Tune Concrete- 1 yard minimum

P. Vice
Peggy Vice:
Stacy Menefee
Witness :

Certified Bid Tabulation

INVITATION TO BID				
BID # 03-17	DATE ISSUED: March 17, 2003	DATE AND TIME OF OPENING: April 4th, 2003 at 11:00 a.m.		
BUYER: City of Fayetteville, AR		DATE REQUIRED: As Released from Blanket Purchase Order		
F. O. B. Fayetteville, AR	BUYER'S PHONE # (479) 575-8289	GUARANTEED DELIVERY DATE:		
ITEM #	DESCRIPTION	Unit Price Per Cubic Yard On Items 1 - 11		
1	3000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		47.00	
2	3500 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		48.50	
3	4000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		50.00	
4	5000 PSI, 1 1/4" Max. Aggregate Size, 4" Slump - per Cubic Yard.		54.00	
5	1% Calcium Chloride Admixture - c.y.		1.50	
6	2% Calcium Chloride Admixture - c.y.		3.00	
7	Air entraining Admixture - per c.y.		.50	
8	Hot Water - per c.y.		2.00	
9	3/4" Rock - per c.y.		1.00	
10	Exposed Aggregate - per c.y.	3000 PSI	59.00	
11	Flowable Fill - per c.y.		40.00	
12	Concrete Sand - per ton	min 25T.	13.00	PER TON
13	Masonry Sand - per ton	min 25T.	13.50	PER TON
MINIMUM BILLED AMOUNT: <u>1 cu yd</u> PRICE OF DELIVERY MUST BE INCLUDED IN CUBIC YARD AND PER TON PRICE RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:				
EXECUTION OF BID				
Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated.				
UN SIGNED BIDS WILL BE REJECTED	NAME OF FIRM:	PHONE:	FEDERAL ID NUMBER	
	<u>Tune Concrete Co</u>	<u>442-8251</u>	<u>71-0783916</u>	
	BUSINESS ADDRESS:	CITY AND STATE:	ZIP:	
	<u>P.O. Box 1826</u>	<u>Fayetteville Ar.</u>	<u>72702</u>	
	AUTHORIZED SIGNATURE:	TITLE:	DATE:	
	<u>Lloyd Russell</u>	<u>Sales Mgr.</u>	<u>3-3-03</u>	

STAFF REVIEW FORM

CH2MHill Goose Creek
A. 3. Page 1

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of: July 15, 2003

FROM:

Greg BoettcherWater/WastewaterWater/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with CH2M Hill of Tulsa, OK for the provision of stream modeling of the upper reach of Goose Creek (evaluation of elimination of outfall line) and the furnishing of technical support for the preparation of the NPDES permits for the Wastewater System Improvements Project, said contract providing for a cost plus fixed fee means of compensation with a contract amount of \$150,610.00.

COST TO CITY:

<u>\$150,610.00</u>	<u>\$ 48,202,040.00</u>	<u>Water/Wastewater</u>
Cost of this request		Program Category / Project Name
<u>4480.9480.5315.00</u>	<u>\$ 13,046.00</u>	<u>Wastewater System Improvemnts</u>
Account Number	Funds Used to Date	Program / Project Category Name
<u>02133-1</u>	<u>\$ 48,188,994.00</u>	<u>Sales Tax/Wastewater</u>
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item _____ Budget Adjustment Attached

[Signature] 6-27-03
 Budget Manager Date

CONTRACT/GRANT/LEASE REVIEW:

<u>[Signature]</u>	<u>6/27/03</u>	<u>[Signature]</u>	<u>6/27/03</u>
Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>6/27/03</u>	<u>[Signature]</u>	<u>6/27/03</u>
City Attorney	Date	Purchasing Manager	Date

STAFF RECOMMENDATION:

<u>[Signature]</u>	<u>June 27, 2003</u>	<u>Cross Reference</u>	Rec'd in Mayor's Office _____
Division Head	Date	New Item: <u>Yes</u>	No _____
<u>[Signature]</u>	<u>June 27, 2003</u>	Previous Ord/Res#: _____	
Department Director	Date	Orig. Contract Date _____	
<u>[Signature]</u>	<u>June 27, 2003</u>	Orig. Contract Number _____	
Finance & Internal Services Dir.	Date		
<u>[Signature]</u>	<u>6-30-03</u>		
Chief Administrative Officer	Date		
<u>[Signature]</u>	<u>6/30/03</u>		
Mayor	Date		

RECEIVED

JUN 27 2003

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN ENGINEERING CONTRACT WITH CH2M HILL, INC IN THE NOT TO EXCEED AMOUNT OF \$150,610.00 FOR GOOSE CREEK STREAM MODELING AND TECHNICAL SUPPORT FOR PREPARATION OF THE NPDES PERMITS FOR THE WASTEWATER SYSTEMS IMPROVEMENT PROJECT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract in the not to exceed amount of One Hundred Fifty Thousand Six Hundred Ten Dollars (\$150,610.00) attached as Exhibit A. This contract engages CH2M Hill, Inc. to provide engineering services to include: upper Goose Creek stream modeling and technical support for the preparation of NPDES permits for the Wastewater System Improvement Project (as more particularly described in the contract).

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Dan Coody to execute this contract (Exhibit A) to hire CH2Z Hill, Inc. for this project.

PASSED and APPROVED this the 15th day of July, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

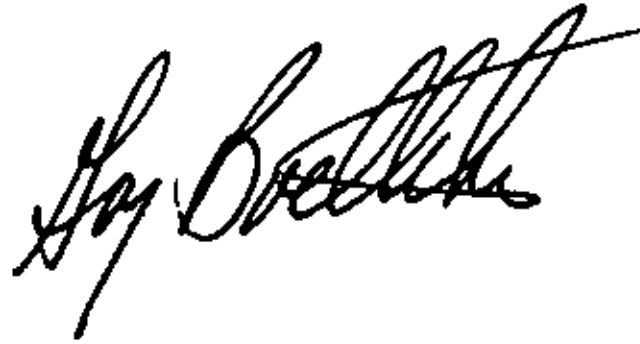
ATTEST:

By: _____
Sondra Smith, City Clerk

CH2M Hill, Inc.
Upper Goose Creek Stream Modeling and NPDES Permitting Services
Technical Services Agreement
\$150,610.00

The attached contract was one of six contracts scheduled for City Council consideration as the June 10, 2003 Special Called City Council Meeting. All six contracts were circulated and approved by the responsible parties prior to the June 10, 2003 meeting, said meeting being subsequently cancelled. Due to the importance of this activity and the fact that this work can proceed independent of the current deliberations, the CH2M Hill contract is being presented for consideration at the July 15, 2003 City Council Meeting.

Greg Boettcher
June 27, 2003



X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of:

June 10, 2003

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with CH2M Hill of Tulsa, OK for the provision of stream modeling of the upper reach of Goose Creek (evaluation of elimination of outfall line) and the furnishing of technical support for the preparation of the NPDES permits for the Wastewater System Improvements Project, said contract providing for a cost plus fixed fee means of compensation with a contract amount of \$150,610.00.

COST TO CITY:

\$150,610.00	\$ 48,202,040.00	Water/Wastewater
Cost of this request		Program Category / Project Name
4480.9480.5315.00	\$ 13,046.00	Wastewater System Improvemnts
Account Number	Funds Used to Date	Program / Project Category Name
02133-1	\$ 48,188,994.00	Sales Tax/Wastewater
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW:

X

Budgeted Item

Budget Adjustment Attached

Babara Gell 6/4/03
 Budget Manager Date

CONTRACT/GRANT/LEASE REVIEW:

Maisha Farthing 6/3/03
 Accounting Manager Date

K. J. [Signature] 6/5/03
 City Attorney Date

Nancy Smith 6/3/03
 Internal Auditor Date

P. Chico 6/5/03
 Purchasing Manager Date

STAFF RECOMMENDATION:

Division Head

Date

Greg Boettcher
 Department Director

6-2-03
 Date

Finance & Internal Services Dir.

Date

Steph Davis
 Chief Administrative Officer

6-5-03
 Date

Hugh Everett
 Mayor

6-6-03
 Date

Cross Reference

Rec'd in Mayor's
 Office 6/5/03
 No PH

New Item: Yes

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

Description _____ Meeting Date _____

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

*Outside party has not signed
the contract*

(E-mail reply from Greg)

Grants Coordinator

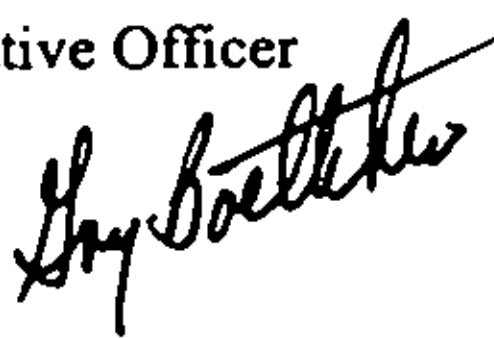
FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

WATER AND WASTEWATER DIVISION **DEPARTMENTAL CORRESPONDENCE**

TO: Fayetteville City Council

THRU: Dan Coody, Mayor of Fayetteville
Hugh Earnest, Chief Administrative Officer

FROM: Greg Boettcher, P.E.
Water & Wastewater Director 

DATE: June 27, 2003

RE: Wastewater System Improvement Project
CH2M Hill, Inc.
Upper Goose Creek Stream Modeling and NPDES Permitting Services

BACKGROUND

Activities relating to the new construction or modification of existing wastewater treatment facilities require state permits. When the scope of the construction changes the quality, volume or location of the treated effluent discharge, such activities are administered by the State of Arkansas under authority from the Environmental Protection Agency. The permitting and operating authority for wastewater effluent discharges is covered by a National Pollutions Discharge Elimination System permit, commonly termed a NPDES permit. The Noland Wastewater Plant operates under NPDES Permit No. AR-009920010, with the permit conditions addressing the multiple discharge points (White River outfall and Mud Creek outfall). During the initial facility planning activities, the City of Fayetteville selected CH2M Hill to provide technical support for the permitting issues associated with the wastewater system improvements project. Such permitting assistance was necessary as this capital improvement project proposed to change the volume effluent released to the White River and the volume/location of the effluent released to the Illinois River watershed. To secure approval to modify the discharge location and the discharge volume, the operating authority (City of Fayetteville) must demonstrate that the changed conditions will not adversely impact the streams into which the effluent will be discharged. To demonstrate that the proposed wastewater discharges will satisfy water quality standards of the State of Arkansas, CH2M Hill was retained to analyze the White River and the lower reach of Goose

Creek/Illinois River as to their ability to assimilate the proposed new effluent discharges. Such analysis requires field measurements of the stream to create a calibrated computer model of the stream. Once this model is deemed representative of the actual conditions, the discharge volume with alternative effluent quality scenarios are simulated, with the computer analysis predicting resultant conditions in the downstream streams/rivers. Using a trial and error process, the stream modeling confirms the effluent limits that must be met by the treatment facilities to prevent violations of water quality standards in these streams. This detailed and technical analysis is then submitted to the state/federal permitting authorities for review and approval. Such modeling is necessary to demonstrate the suitability of a NPDES permit for the new or modified wastewater treatment facilities.

Once the stream modeling activities are completed and suitable results confirmed, the next stage of the process is the preparation of the necessary NPDES permit applications, complete with supporting documentation to enable the issuance of a construction permit. This application must include the construction drawings and specifications relating to the proposed project. Upon review and approval, a public notice process commences and public comment period ensues. As the facilities near the point to become operational (180 days to completion), a request for the NPDES operating permit (approval to discharge) must be filed, following a similar public notice and comment process. CH2M Hill has been selected to provide administrative and technical support for this permitting process. To date, this firm has completed the stream modeling of the designated receiving stream segments and has provided guidance on the NPDES permitting processes.

These types of services are highly specialized and necessary for the construction of new wastewater treatment facilities in the Fayetteville setting. Sensitive environmental areas, stringent water quality standards and significant volumes of discharge demand this level of analysis for the Fayetteville Wastewater Improvement Project.

DISCUSSION

The continuing discussions and critical thinking regarding the Fayetteville Wastewater System Improvements Project have included reconsideration of the West Side Treatment Plant's outfall line. After the stream modeling revealed a very stringent effluent limit and modeling reveals beneficial re-aeration in Goose Creek, the need for a discharge point in the lower stream reaches was reconsidered. Preliminary analysis revealed that the effluent limits for the upper reach of Goose Creek (viewed a losing stream classification) would be satisfied by the proposed treatment processes, thereby, offering an opportunity to delete the outfall line from the proposed project scope. This concept was presented to CH2M Hill for preliminary analysis, the finding being summarized in the attached letter dated March 21, 2003. Using assumptions and generalizations, this cursory evaluation of the alternative discharge location in the upper reaches of Goose Creek was deemed a viable concept.

The advantages from such a change in project scope are multiple, including:

- ✓ Upper reach of Goose Creek provides beneficial natural aeration that minimizes rather than increases water quality concerns
- ✓ The at-risk cost of \$65,405.00 to model and analyze this alternative discharge point offers potential project cost savings of \$3,357,000
- ✓ The anticipated requirements for the west plant's effluent quality is more stringent than the background water quality that now exists in Goose Creek
- ✓ The construction of the plant outfall on the City of Fayetteville treatment plant site is a desirable project configuration
- ✓ Positive environmental benefits are anticipated due to the continuity of the flow in this stream. Stream benefits are evidenced by the current conditions in Mud Creek, downstream of the Noland Plant's west discharge point
- ✓ The project permitting is a critical component of the Wastewater System Improvements Project that is not dependent upon the project delivery system. Permitting is an essential task for the timely completion of this capital improvement project. The proposed contract includes \$85, 205.00 for such actions.

The Upper Goose Creek Stream Modeling and NPDES Permitting services set forth in the proposed agreement are associated with the Fayetteville Vision 2020 Guiding Principles listed below:

1. Naturally Beautiful City: Our Mountains and Hills, Our Creeks, Our Open Greenspaces
2. Well maintained City Infrastructure and Facilities

The completion of the additional stream modeling is necessary to validate that the alternative discharge location is an environmentally sound strategy, consistent with responsible environmental stewardship. The fulfillment of the city's identified wastewater system needs requires the completion of the stream modeling and the completion of the NPDES permitting process, therefore, the proposed services are essential for the maintenance of infrastructure and facilities.

RECOMMENDATIONS

To provide for the proper and responsible management of the Fayetteville Wastewater System it is recommended that the Fayetteville City Council approve a contract with CH2M Hill, Inc. of Tulsa, Oklahoma for \$150,639.00. Within this contract amount, \$65,405.00 is for the additional stream modeling to evaluate the alternative discharge location for the proposed new West Side Wastewater Treatment Plant and \$85,234.00 is the provision of services associated with the NPDES permitting process for the entire project. This activity was reviewed and approved by the Fayetteville Water and Sewer Committee on June 5, 2003.



March 21, 2003

152775

RECEIVED

MAR 24 2003

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Greg Boettcher, P.E.
Water & Wastewater Director
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Subject: Modified Plant Discharge Location
Preliminary Modeling Results

Dear Mr Boettcher:

As a result of discussions with the project design engineers and at your request we have performed preliminary model runs were performed to identify the potential effects of a modified discharge location on the future NPDES effluent limitations. A summary table is attached that shows the potential benefits during the "critical" or pre-dawn conditions. Additionally, for your general information I am including a listing of modeling conditions and assumptions made by our staff who specifically performed the modeling work.

In general, moving the discharge point upstream near the location of the wastewater treatment plant resulted in effluent limits that became less stringent. This is what was anticipated, however, the preliminary modeling runs needed to be performed to confirm this presumption. We would expect that the two other seasonal conditions would also indicate similar results as did the modeled 7Q10 critical condition since they are less restrictive.

Some additional field flow data will need to be collected during flow conditions that allow a determination to be made on the extent that upper Goose Creek may be a "losing" stream. This is necessary so that the appropriate flows can be modeled downstream of the Owl / Goose confluence. Also, the same data can be utilized to assist in making a determination relative to the potential flooding that was mentioned as a concern.

Based upon the information above it would appear that locating the plant's discharge on the plant site and upstream of the Owl/Goose confluence will be beneficial to the operational flexibility of the proposed new plant. As outlined in your letter of February 26, 2003 we will await you instruction relative to pursuing this option in completion of the final modeling effort and as a basis for the NPDES permit limits.

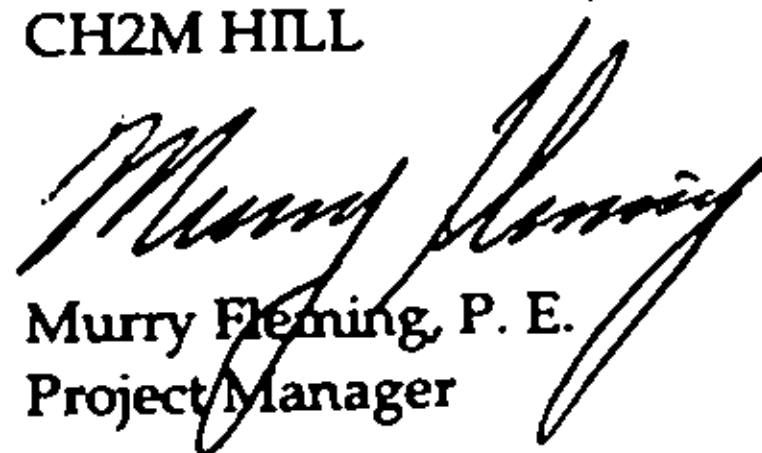
Greg Boettcher, P.E.
Page 2
March 21, 2003

It would appear there is a benefit to the revised location on the discharge location both in Construction cost savings of the outfall line as well as the potentially less restrictive permit limits. If the City prefers this modified outfall location, we will proceed with updating the previous draft contract amendment initially prepared in June 2002 and resubmit for your review and authorization.

Please call if you have any questions or wish to discuss the findings of the preliminary modeling runs.

Sincerely,

CH2M HILL



Murry Fleming, P. E.
Project Manager

c: Tom Dupuis/CH2M HILL
Bob Blanz/CH2M HILL

MEMORANDUM

CH2MHILL

Goose Creek/Illinois River Multi SMP Model Runs

TO: Tom Dupuis
FROM: Gloria Beattie
DATE: March 13, 2003

The Goose Creek/Illinois River Multi SMP model was extended to include three additional reaches upstream of the previous model. A few comments relative to the new model runs follow:

- Location of the proposed upstream discharge point was indicated on maps provided by James Ulmer of McGoodwin, Williams and Yates, Inc.
- The length, location, and slope assigned to each of the three additional reaches was extracted from the Flood Hazard Study conducted by the Corps of Engineers on Goose Creek and the relevant HEC-RAS input files.
- Initially I considered using the velocity and depth predicted by HEC-RAS for the 7Q10 flows for the three additional upstream reaches. However, these values are not consistent with previous modeling assumptions for Goose Creek. The HEC-RAS model was set up for flood flows – not 7Q10 conditions. As a result, the cross sections are adequate to predict flooding but not detailed enough to define the low-flow channel required for the Multi-SMP analysis. Data point GC-1 (included in the May, 1998 Dissolved Oxygen Study) is located in the new Reach 3. Therefore, hydraulic coefficients previously developed from data point GC-1 were used for Reach 3. New hydraulic coefficients were estimated for Reach 1 and Reach 2. Since no data are available for these reaches, the coefficients were estimated to provide velocity and depth predictions that are reasonable and consistent with previous modeling efforts.
- For each of the new upstream reaches, values for K_d , NH_3 decay, SOD, and P-R are assumed to be the same as those previously used for the most upstream Goose Creek reach. These values are from the 1998 Pre-Dawn Calibration Runs as reported in the 1998 Dissolved Oxygen Study.
- The extended model was set up to include additional discharges for the Farmington Branch of Goose Creek and Owl Creek. Since these were 7Q10 runs, the upstream flow rate as well as these two additional discharges was set to zero.
- The model runs incorporate revisions pursuant to comments from FTN and EPA. Escape coefficients for Tsivoglou are consistent with flowrate guidelines, SOD has been temperature corrected, K_a has been capped at 15/day for some runs as noted in the following table, and hydraulic coefficients were adjusted so that $b+d \leq 1$.

Clearly, additional field data are necessary to correctly predict velocity and depth for the new upstream reaches. However, the new model runs indicate that discharge further upstream would allow higher limits for BOD_5 and NH_3 . Furthermore, oxygenation of the effluent could be reduced. The following table summarizes results of the Pre-Dawn modeling runs.

Pre-Dawn Runs (7Q10, temperature = 29) and 17.8 mgd Effluent Discharge

Run ID	Effluent Limits			D.O. (mg/L)		Applicable Reach	Comments
	BOD ₅	NH ₃	D.O.	Std.	Min.		
GOOSE18X	1.8	1.0	6.92	4.0	5.0	Reaches 1-4	Original Model (from confluence with Owl) Revised per FTN and EPA
				5.0	5.0	Reaches 5-7	
GOOSE18A	2.0	1.3	6.92	4.0	5.11	Reaches 1-7	Extended Model (includes upstream reaches) K _a calculated with Tsivoglou Escape Coefficients = 0.054
				5.0	4.98	Reaches 8-10	
GOOSE18B	2.0	1.3	6.92	4.0	5.11	Reaches 1-7	Extended Model (includes upstream reaches) K _a capped at 15 or K _a calculated with Tsivoglou
				5.0	4.98	Reaches 8-10	
GOOSE70%	2.0	1.3	5.38	4.0	5.11	Reaches 1-7	Extended Model (includes upstream reaches) Effluent D.O. reduced to 70% Saturation K _a capped at 15
				5.0	4.98	Reaches 8-10	
GOOSE60%	2.0	1.3	4.61	4.0	5.11	Reaches 1-7	Extended Model (includes upstream reaches) Effluent D.O. reduced to 60% Saturation K _a capped at 15
				5.0	4.98	Reaches 8-10	

Pre-Dawn Runs (7Q10, temperature = 29) and 15.0 mgd Effluent Discharge

Run ID	Effluent Limits			D.O. (mg/L)		Applicable Reach	Comments
	BOD ₅	NH ₃	D.O.	Std.	Min.		
GOOSE18Y	3.0	1.0	6.92	4.0	5.0	Reaches 1-4	Original Model (from confluence with Owl)
				5.0	5.0	Reaches 5-7	
GOOSE18C	3.0	1.8	6.92	4.0	4.95	Reaches 1-7	Extended Model (includes upstream reaches) K _a calculated with Tsivoglou Escape Coefficients = 0.079
				5.0	4.95	Reaches 8-10	
GOOSE18D	3.0	1.8	6.92	4.0	4.95	Reaches 1-7	Extended Model (includes upstream reaches) K _a capped at 15 or K _a calculated with Tsivoglou
				5.0	4.95	Reaches 8-10	

Pre-Dawn Runs (7Q10, temperature = 29) and 10.0 mgd Effluent Discharge

Run ID	Effluent Limits			D.O. (mg/L)		Applicable Reach	Comments
	BOD ₅	NH ₃	D.O.	Std.	Min.		
GOOSE18Z	2.6	1.0	6.92	4.0	5.0	Reaches 1-4	Original Model (from confluence with Owl)
				5.0	5.0	Reaches 5-7	
GOOSE18E	3.0	1.5	6.92	4.0	4.90	Reaches 1-7	Extended Model (includes upstream reaches) K _a calculated with Tsivoglou Escape Coefficients = 0.079
				5.0	4.96	Reaches 8-10	
GOOSE18F	3.0	1.5	6.92	4.0	4.90	Reaches 1-7	Extended Model (includes upstream reaches) K _a capped at 15 or K _a calculated with Tsivoglou
				5.0	4.96	Reaches 8-10	

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CH2M HILL, INC.

THIS AGREEMENT is made as of _____, 2003, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and CH2M HILL, Inc. with offices located in Tulsa, OK and Little Rock, AR. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, construction, operation, maintenance, management, and financing of the Fayetteville Wastewater System Improvement Project and in particular Goose Creek / Illinois and White River Dissolved Oxygen Study and NPDES permitting assistance (The "Project"). Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of the ENGINEER'S services on the Project. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER
- 1.3 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, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Provide professional engineering services in connection with the Project as hereinafter stated, which shall include engineering and environmental consulting services incidental thereto. The detailed scope of services specifically defines the ENGINEER'S responsibilities and is included in Appendix A.

2.1.2 CITY OF FAYETTEVILLE has retained the services of BURNS & McDONNELL ENGINEERING COMPANY, INC., a Missouri Corporation specializing in consulting engineering services, as the "Program Manager" for the Wastewater System Improvement Project. The professional design services to which this Agreement applies are a part of the Wastewater System Improvement Project. ENGINEER shall coordinate their activities and services primarily with Program Manager and all other parties that CITY OF FAYETTEVILLE may contract with for program management or professional design services as a part of the Wastewater System Improvement Project. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the services in Appendix A.

2.1.2.1 Develop and include as a part of Appendix A of this Agreement for approval by CITY OF FAYETTEVILLE a project schedule which shall include, in acceptable level of detail, the steps and milestone dates to be undertaken by ENGINEER in completion of this Project.

2.1.2.2 The Project Schedule shall consist of a bar chart schedule depicting the duration of each sub-project and the discrete milestone activities, which make up the sub-projects. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration.

2.1.3 Provide through subcontract services or data such as geotechnical investigations, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment as necessary for authorized Project services.

2.1.3.1 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided and the value of the subcontract agreement.

- 2.1.3.2 Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the Submittal Schedule contained in the Memorandum of Agreement, as amended, between ASWCC and the CITY OF FAYETTEVILLE and require all ENGINEER's subconsultants to be bound by the Submittal Schedule.
- 2.1.4 Render monthly Work progress reports to CITY OF FAYETTEVILLE and Program Manager and confirm status of compliance with schedule.
- 2.1.5 The draft report shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, prior to submittal to the ADEQ.
- 2.1.6 See Attachment A, Scope of Work, for additional services or clarification of services to be provided by ENGINEER.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Extra Services

- 3.1.1.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE. Due to the nature of this Project, additional work scope tasks and assistance to the CITY OF FAYETTEVILLE is anticipated, however, the level of effort associated with the additional scope cannot be estimated at this time. Any additional work tasks will be documented and notification provided as required in Paragraph 3.2.

3.2 Contingent Additional Services

- 3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond ENGINEER's control, ENGINEER shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that

such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to ENGINEER. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, ENGINEER shall have no obligation to provide those services.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER:

- 4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 4.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to ENGINEER whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.

- 4.9 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.10 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO ENGINEER

- 6.1 Compensation
 - 6.1.1 Professional Consulting Services

For the Scope of Services described herein, CITY OF FAYETTEVILLE shall pay ENGINEER, as compensation for services set forth in Attachment A. ENGINEER will be compensated on the basis of a cost reimbursement plus fixed fee contract. The costs and basis for compensation are shown on the Attachment B "Labor Hour Breakdown" and includes all project costs including labor, overhead, direct expenses, subcontracts and fixed fee. The total contract amount is One Hundred Fifty Thousand Six Hundred Ten Dollars United States Dollars (US \$150,610).

- 6.1.1.1 Subject to the City Council approval, adjustment of the total contract amount may be made should ENGINEER establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment

approved by the Mayor and the City Council in advance of the change in scope, cost, fees, or delivery schedule.

- 6.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Design services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project design schedule as the basis for determining the value earned as the work is accomplished. Final payment shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Project.

6.1.2 Additional Services

For authorized Additional engineering services under Section 3, "Extra Services", compensation to ENGINEER shall be negotiated at the time Additional services are authorized. Due to the nature of the project needs, other work items may be required in the future but their scope cannot be determined at this time. Therefore, the CITY OF FAYETTEVILLE may choose to amend this contract for additional assistance on such items as additional public information assistance, additional regulatory requirements, plant capacity evaluation, litigation assistance, etc. Any additional service will be specifically identified and scoped at the request of the CITY OF FAYETTEVILLE.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted in electronic format simultaneously to CITY OF FAYETTEVILLE and Program Manager, followed by signed original document to CITY OF FAYETTEVILLE. Statements will be based on ENGINEER's estimated percent of services completed at the end of the preceding month, and justified by the updated progress schedule. Program Manager shall review the statement and forward them to CITY OF FAYETTEVILLE with his recommendations.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF

FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

- 7.1.2 Construction Contractors shall be required to provide (or CITY OF FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and BURNS & McDONNELL and ENGINEER as additional insureds, or, to endorse CITY OF FAYETTEVILLE, BURNS & McDONNELL and ENGINEER as additional insureds on construction Contractor's liability insurance policies covering claims for personal injuries and property damage Professional Responsibility
- 7.1.3 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. ENGINEER agrees not to seek or accept any compensation or reimbursements from the City of Fayetteville for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.
- 7.1.4 In addition ENGINEER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by ENGINEER's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.2 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of ENGINEER.

7.3 Termination

- 7.3.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

- 7.3.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 7.3.1.2 An opportunity for consultation with the terminating party prior to termination.
- 7.3.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
 - 7.3.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 7.3.2.2 An opportunity for consultation with the terminating party prior to termination.
- 7.3.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 7.3.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 7.3.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 7.3.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 7.3.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, ENGINEER shall:
 - 7.3.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 7.3.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

7.3.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

7.3.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.4 Delays

In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

7.5 Rights and Benefits

ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

7.6 Dispute Resolution

7.6.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

7.6.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.6.3 Notice of Dispute

7.6.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.6.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

7.6.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the Vice President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.7 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

7.8 Publications

Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

7.9 Indemnification

7.9.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE, BURNS & McDONNELL, and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

7.10 Computer Models

ENGINEER may use or modify ENGINEER's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or ENGINEER may develop computer models during ENGINEER's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by ENGINEER does not constitute a license to CITY OF FAYETTEVILLE to use or modify ENGINEER's computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. CITY OF FAYETTEVILLE and ENGINEER will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use ENGINEER's computer models.

7.11 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. 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 CITY OF FAYETTEVILLE 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 drawings 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.

7.12 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701
Attn: Greg Boettcher

ENGINEER's address:

CH2M HILL
502 S. Main, #400
Tulsa, Oklahoma 74103
Attn: Murry Fleming

7.13 Successor and Assigns

CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.14 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.15 Entire Agreement

This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document,

whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of ENGINEER:

8.1.1 CITY OF FAYETTEVILLE's or Arkansas Soil and Water Conservation Commission's (ASWCC's) review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor ASWCC's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused byENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

8.1.3 ENGINEER's obligations under this clause are in addition toENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have againstENGINEER for faulty materials, equipment, or work.

8.2 Remedies:

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by

ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

- 8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- 8.3.3 This right of access clause (with respect to financial records) applies to:
 - 8.3.3.1 Negotiated prime agreements:
 - 8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - 8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:
 - 8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;
 - 8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.5 Gratuities

8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF

FAYETTEVILLE, ENGINEER will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7 Debarment And Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: CH2M HILL, Inc.

SIGNATURE: _____ DATE: _____

PRINTED NAME: Murry Fleming TITLE: Vice President

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and
ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first
above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CH2M HILL, INC.

By: _____
Title: Vice President

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

Sidewalk & Trails
Task Force
A. 4. Page 1X AGENDA REQUESTFor the Fayetteville City Council Meeting of: July 15, 2003

FROM:

Connie Edmonston

Parks & Recreation

Operations

Name

Division

Department

ACTION REQUIRED: Amendment to Resolution 71-01 establishing the Sidewalks and Trails Advisory Committee.

SUMMARY EXPLANATION:

See attached memo.

STAFF RECOMMENDATION:

Division Head

Date

Received in Mayor's Office

Date

City Attorney

Date

Department Director

Date

Cross Reference:

Previous Ord/Res#:

71-01

Orig. Contract Date:

Orig. Contract Number:

New Item:

Yes

No

Finance & Internal Services Dir.

Date

Chief Administrative Officer

Date

Mayor

Date

ENTERED

6/27/03

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE SIDEWALKS AND TRAILS TASK FORCE, SETTING FORTH THE SELECTION PROCESS FOR MEMBERSHIP AND ITS DUTIES AND RESPONSIBILITIES.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby establishes the Sidewalks and Trails Task Force, and it shall be as follows:

- I. **Purpose.** The Sidewalks and Trails Task Force reviews public comment, and advises City Staff on the prioritization and land acquisition\easements for sidewalks and trails within our City. The Task Force is also responsible for adopting Sidewalk and Trails Master Plans. Recommendations relating to trails are forwarded to the Parks and Recreation Advisory Board. Recommendations relating to sidewalks are forwarded to the Transportation Division.
- II. **Composition.** The Sidewalks and Trails Task Force shall be comprised of eight (8) voting members, and seven (7) non-voting staff/support members, as follows:
 - a. One (1) voting members of the Committee shall be members of the City Council;
 - b. One (1) voting member shall be a member of the Planning Commission;
 - c. One (1) voting member shall be a member of the Parks and Recreation Advisory Board;
 - d. Five (5) voting members shall be private citizens, who are qualified electors residing in the City of Fayetteville, and appointed by the City Council, at least one (1) of whom shall represent a bicycle advocacy organization;
 - e. Five (5) non-voting members shall represent the City of Fayetteville staff, with one (1) member each from the Transportation Division, Parks and Recreation Division, Fayetteville Police Department, and Planning Division, and Information Technology Division;

f. One (1) non-voting member shall represent the Washington County Planning staff;

g. One (1) non-voting member shall represent the Northwest Arkansas Regional Planning Commission.

III. **Terms of Office.** Private Citizen Members shall serve two year terms, with no limit to the number of terms they may serve. City Council, Planning Commission, and Parks and Recreation Advisory Board representatives may serve as long as they retain membership on their sponsoring body.

IV. **Officers.** At the first regularly scheduled committee meeting of each calendar year, the voting members of the committee shall, by a simple majority, elect from among themselves a Chair and Vice Chair.

V. **Meetings.** The Sidewalks and Trails Task Force shall meet at least once per quarter to conduct regular business, at a time and place that is mutually convenient to the membership. The Task Force may meet more frequently, if the need shall arise.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby sets forth the selection process for the Sidewalks and Trails Task Force members in the following manner:

The City Council shall appoint private citizen members from those names provided by the Nominating Committee, in the manner set forth in §H(2) of the Rules of Order and Procedure, Fayetteville Mayor/City Council. All other members of the Sidewalks and Trails Task Force shall be appointed by their respective organizations.

PASSED and APPROVED this 15th day of July, 2003.

APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk

DRAFT

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Coody and City Council

THRU: Gary Dumas, Director of Operations
Connie Edmonston, Parks and Recreation Director *C.E.*

FROM: Steve Hatfield

DATE: June 26, 2003

SUBJECT: Amendment to Resolution #71-01 establishing the Sidewalks and Trails Advisory Committee

Background

The Sidewalks and Trails Advisory Committee was established on June 5, 2001 by Resolution 71-01. Due to the change in committee structure that appointed only one City Council member to serve on the Sidewalks and Trails Advisory Committee instead of the original four members, the resolution needs to be amended.

Current Status

The Sidewalks and Trails Advisory Committee recommends the following changes to the resolution establishing the committee as follows:

1. The name of the committee be changed to Sidewalks and Trails Task Force.
2. Only one voting member from the City Council serves on the Task Force instead of four members, therefore decreasing the number of voting members from eleven to eight. Non-voting members will remain the same at seven.
3. The purpose of the Task Force was revised to denote the separations of sidewalks into the Transportation Division and the trails to the Parks and Recreation Division.
4. The requirement to meet once a month was changed to at least once per quarter and that more frequent meeting may be held as needed.

Recommendation

Approval of amendment to Resolution 71-01 establishing the Sidewalks and Trails Advisory Committee.

Attachments:

Sidewalk and Trails Advisory Committee Minutes – June 11, 2003
Proposed Resolution Amendment
Resolution 71-01

**City of Fayetteville
Sidewalk and Trails Advisory Committee
Minutes
Wednesday, June 11, 2003
City Administration Building, Room 326**

Members present: Richard Covey, Nancy Allen, Kyle Cook, Bob Davis, Laura Kelly

Public/Staff: Steve Hatfield, Terry Gulley, Ginny Apperson, Chuck Rutherford,
Celia Scott-Silkwood, John McLarty, Scott Mashburn

Meeting called to order by Bob Davis.

Nancy Allen made a motion to approve the May minutes, Kyle Cook gave a second and the motion passed.

Bob Davis initiated the comment and review of the Master Trails Plan draft. Steve Hatfield reported that no major changes have taken place. He addressed some minor printing errors in Chapter 4. The entire plan will be made available for public viewing on the internet. The plan will go in front of the Parks and Recreation Board next month. It will also go to the Planning Commission, as well as the City Council.

Steve Hatfield opened up the floor for comments pertaining to the Master Trails Plan draft. Laura Kelly expressed her appreciation for the addition of the education component of the plan. She also made suggestions for some minor terminology changes. Laura emphasized the importance of bicycle driver education.

Steve reported that the Executive Summary should be completed and e-mailed to all committee members within approximately one week.

John McLarty initiated some brief discussion of on-street linkages and the ability of the plan to be amended in the future to include new linkages. It was decided to include in the plan the process that one must follow to present an amendment for adoption.

When the process is finalized, it will be e-mailed to each member of the committee. The Master Trails Plan will tentatively be presented to the Parks Board next month, followed by the Planning Commission, and then the City Council.

Laura Kelly initiated discussion regarding the avenues available for citizens to comment on and provide input to the Master Trails Plan. There will be resources available on the internet and the webpage will include a link for citizens to e-mail Steve Hatfield directly. Comment forms may also be made available at the Fayetteville Public Library.

Sidewalk & Trails Advisory Committee Meeting Minutes

Page 2

Laura Kelly made a motion for the committee's approval for the adoption of the Master Trails Plan. Nancy Allen gave a second and the motion passed.

Steve Hatfield reported that the East Mud Creek Trail Access is progressing nicely. As of June 10, 2003, twelve loads of topsoil have been hauled. This will be followed by spreading seed and straw. Benches have been purchased and will be installed within the week. There are three benches with backs and three without backs. Steve is working on buying some additional benches that have arms on them. A contractor will soon begin to install fencing, and at that point East Mud Creek should be ready to open.

Steve Hatfield reported that the West Mud Creek Trail construction and bidding documents are almost complete. The plans will be submitted to the state by June 13, 2003. Pending the state's review, bidding can begin.

An update was given on the Center Prairie Trail. This went before the Parks Board last month and land dedication off of Center St. was approved. There is an outstanding contract with a local firm, which will be doing the drainage engineering for the Center Prairie Trail. Steve Hatfield reported that there will be a strong connection from the Center Prairie Trail to the northwest corner of the new Fayetteville Public Library site. The time frame for construction of this trail will be very similar to that of the West Mud Creek Trail.

Steve gave an update on Lake Fayetteville Trail Spillway Bridge. There is a consultant, out of Little Rock, under contract. The kick-off meeting will be held June 12, 2003. During the meeting they will look at location and design issues. Bob Davis raised the question of the estimated cost of the project. Steve gave an estimate of anticipated costs in the range of approximately \$300,000.

Bob Davis initiated a review of the changes to the committee resolution. The number of voting members will be reduced from eleven to eight. The number of non-voting members will remain as seven.

Richard Covey initiated discussion regarding the group being called a task force rather than a committee. There were concerns that the words "task force" came with the implication that the group's purpose was temporary. Bob explained the reasoning behind the name, in that a task force is designed to accomplish a specific goal thus enabling the group to move on to the next task.

Laura Kelly made a motion to add amending the Sidewalk and Trails Master Plans to the purpose of the task force, including a sentence stating that amendments are to be forwarded to the City Council for adoption, to imply an ongoing necessity for the group. The motion passed.

Kyle Cook made a motion to accept the entire Committee Resolution draft. Laura Kelly gave a second and the motion passed.

Sidewalk & Trails Advisory Committee Meeting Minutes

Page 3

Terry Gulley gave an update of sidewalk construction. Some cost shares have been completed on Forest Ave., and we are currently working on Katherine Ave. Work should begin on Rolling Hills Dr. by the end of next week. Terry also introduced Ginny Apperson, an Operations Assistant from the Transportation Division, who will be taking minutes for the Sidewalk and Trails Advisory Committee meetings.

Scott Mashburn addressed the committee regarding the need, within the city limits of Fayetteville, for outlets designed for equestrian use. He emphasized the multi-use capacity of such a trail, pointing out that nature lovers, mountain bike drivers, as well as walkers could enjoy it as well. Scott pointed out the economic and environmental benefits of developing areas designed for equestrians.

Meeting adjourned.

RESOLUTION NO. 71-01

MICROFILMED

A RESOLUTION ESTABLISHING AN ADVISORY COMMITTEE,
TO BE KNOWN AS THE SIDEWALKS AND TRAILS ADVISORY
COMMITTEE, SETTING FORTH THE SELECTION PROCESS FOR
MEMBERSHIP AND THE RESPONSIBILITIES OF THE
SIDEWALKS AND TRAILS ADVISORY COMMITTEE.

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

Section 1. That the City Council hereby establishes an advisory
committee, to be known as the Sidewalks and Trails Advisory Committee,
and it shall be as follows:

- I. Purpose. The Sidewalks and Trails Advisory Committee takes public comment, and advises City Council and City Staff of the public's views with regard to funding, development, design, prioritization and implementation of sidewalk and trail acquisition and construction projects. It is also responsible for creating and maintaining a trails plan, and acts as steward of the plan.
- II. Composition. The Sidewalks and Trails Advisory Committee shall be comprised of eleven (11) voting members, and seven (7) non-voting staff/support members, as follows:
 - a. Four (4) voting members of the Committee shall be members of the City Council;
 - b. One (1) voting member shall be a member of the Planning Commission;
 - c. One (1) voting member shall be a member of the Parks and Recreation Advisory Board;
 - d. Five (5) voting members shall be private citizens, who are qualified electors residing in the City of Fayetteville, and appointed by the City Council, at least one (1) of whom shall represent a bicycle advocacy organization;
 - e. Five (5) non-voting members shall represent the City of Fayetteville staff, with one (1) member each from the Sidewalk Division, Parks



and Recreation Division, Fayetteville Police Department, Planning Division, and Information Technology Division;

- f. One (1) non-voting member shall represent the Washington County Planning staff;
 - g. One (1) non-voting member shall represent the Northwest Arkansas Regional Planning Commission.
- III. Terms of Office. All private citizen members serving on the Sidewalks and Trails Advisory Committee at the time of passage of this Resolution shall continue to serve until December 31, 2001. Thereafter, private citizen members shall serve two year terms, with no limit to the number of terms they may serve. City Council, Planning Commission, and Parks and Recreation Advisory Board representatives may serve as long as they retain membership on their sponsoring body.
- IV. Officers. At the first regularly scheduled committee meeting of each calendar year, the voting members of the committee shall, by a simple majority, elect from among themselves a Chair and Vice Chair. The representative from the Sidewalk Division shall serve as Secretary/Recorder, or may delegate this duty to another of the non-voting staff representatives.
- V. Meetings. The Sidewalks and Trails Advisory Committee shall meet at least once per month to conduct regular business, at a time and place that is mutually convenient to the membership. The committee may meet more frequently, if the need shall arise.

Section 2. That the City Council hereby sets forth the selection process for the Sidewalks and Trails Advisory Committee members in the following manner.

Appointment of private citizen members to the Sidewalks and Trails Advisory Committee shall be as follows:

The City Council shall appoint private citizen members from those names provided by the Nominating Committee, in the manner set forth in §H(2) of the Rules of Order and Procedure, Fayetteville Mayor/City Council.

Appointment of all other members to the Sidewalks and Trails Advisory Committee shall be as follows:

All other members of the Sidewalks and Trails Advisory Committee shall be appointed by their respective organizations.

PASSED AND APPROVED this 5 day of June, 2001.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 
HEATHER WOODRUFF, City Clerk

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of: July 15, 2003

FROM:

Hugh Earnest

Administration

Administration

Name

Division

Department

ACTION REQUIRED: A resolution authorizing additional funding for Downtown Dickson Enhancement Project and a budget adjustment in the amount of \$20,000.

COST TO CITY:

<u>\$20,000.00</u>	\$ <u>-</u>	Program Category / Project Name
Cost of this request		
<u>1010 6600 5734 00</u>	\$ <u>-</u>	Program / Project Category Name
Account Number	Funds Used to Date	
	\$ <u>-</u>	
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW:

Budgeted Item

X Budget Adjustment Attached

Budget Manager

Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

Purchasing Manager

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Finance & Internal Services Dir.

Date

Chief Administrative Officer

Date

Mayor

Date

Cross Reference

Rec'd in Mayor's
Office _____

New Item:

Yes

No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

RECEIVED

JUN 27 2003

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Description _____ Meeting Date _____

Comments:

Budget Manager

Reference Comments:

Accounting Manager

City Attorney

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPROPRIATION TO THE DOWNTOWN DICKSON ENHANCEMENT PROJECT (DDEP) IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000.00) TO PROVIDE PLANNING, DESIGN, AND ECONOMIC DEVELOPMENT SERVICES FOR THE REMAINDER OF FY2003; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) FOR SAME.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an appropriation to the Downtown Dickson Enhancement Project (DDEP) in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to provide planning, design, and economic development services for the remainder of FY2003.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of Twenty Thousand Dollars (\$20,000.00) for same.

PASSED and APPROVED this 15th day of July, 2003.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST

By: _____

SONDRA SMITH, City Clerk

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: June 25, 2003
To: The Mayor and City Council
From: Hugh Earnest 
Chief Administrative Officer
Subject: Additional Funding for Downtown Dickson Enhancement Program

Background

The City Council, as part of the deliberations on the 2003 budget, authorized an appropriation of \$20,000 for the first six months of this year to assist DDEP in implementing their program. The Council requested that the Contract for Service required from all non-profits contain language requiring specific deliverables within a certain time frame. DDEP complied with the request and placed in the contract a number of issues that were to be addressed by them. Copies of the contract provisions are attached.

Current Situation

The president of the DDEP Board, Mrs. Sharon Hoover, presented the Council with an excellent report at their meeting on June 17th. The report specifically addressed those issues listed in the contract for services. In addition, the DDEP report went into great detail describing the many and varied activities being addressed by DDEP. The Council, as part of their funding for the six month period, agreed to consider an additional appropriation following the receipt of the status report.

Recommendation

It is my recommendation that the Council authorize, by resolution, an appropriation of \$20,000 for the remainder of FY2003. I believe that the excellent work product presented to the Council and their prompt response to the contract demands merits a vote of confidence from the City. We will see that the DDEP Board continues to focus on the merger of the several improvement districts, that they assist us in determining the best course on which to proceed in improving the many festivals that are held and that they are a premier participant in the upcoming Downtown Master Plan.

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

Downtown Dickson
A. 5. Page 5

Budget Year 2003	Department: Finance & Internal Services Division: Information Technology Program: Information Technology	Date Requested 6/24/2003	Adjustment Number
--------------------------------	--	--	-------------------

Project or Item Requested: \$20,000 is needed in the Transfer to Downtown Dickson Enhancement account.	Project or Item Deleted: None. \$20,000 from the Use of Fund Balance account.
--	---

Justification of this Increase: The additional funding is needed to fund the Downtown Dickson Enhancement Project group for the remaining six months of 2003.	Justification of this Decrease: There is sufficient funding remaining in fund balance to comply with City policy.
---	---

Increase Budget (Decrease Revenue)						
Account Name		Account Number				Amount
Transf to Dwntrn Dickson		1010	6600	5734	00	20,000

Decrease Budget (Increase Revenue)						
Account Name		Account Number				Amount
Use of fund balance		1010	0001	4999	99	20,000

Approval Signatures		Budget Office Use Only					
Requested By  Budget Manager	Date 6-27-03 Date	Type:	A	B	C	<u>D</u>	E
Department Director  Finance & Internal Services Director	Date 6-27-03 Date	Date of Approval				Initial	Date
Mayor	Date	Posted to General Ledger				Initial	Date
		Posted to Project Accounting				Initial	Date
		Entered in Category Log				Initial	Date

City of Fayetteville
Application Form
REQUEST FOR PUBLIC FUNDS
FOR CALENDAR YEAR 2003

1. Organization: Name, Address, Telephone & Fax:

Downtown/Dickson Enhancement Project, Inc.
118 North Block Street
P. O. Box 3573, Fayetteville, AR 72702-3573
501-571-3337 Fax 501-571-4297

A. Is this a non-profit organization? X Yes.

B. Tax-exempt status and Federal ID Number: 501 (c) (3) 71-0800252

2. Project Director: Name, Address, Telephone & Fax

Bootsie Ackerman, Executive Director
Downtown/Dickson Enhancement Project, Inc.
118 North Block Street
P. O. Box 3573, Fayetteville, AR 72702-3573
501-571-3337 Fax 501-571-4297

3. Title, Date, Goals and Brief Description of Project

The Downtown/Dickson Enhancement Project, Inc. (DDEP) began in 1996 and was incorporated in 1997 as a non-profit venture. We are a group of more than 200 business owners, property owners and residents located within our district, bordered by College Ave, Lafayette Street, Arkansas Ave, and 6 th Street. Our common charge is to keep the district healthy economically, while maintaining its unique character.

We serve the community as an advocate for the Downtown Dickson area and provide planning, design, and economic development assistance to the City of Fayetteville. With the city planning staff we have developed a master street plan for the district, served on the committee for rezoning the district, have assisted in the collaboration of the parking districts, and helped with the redesign of problem areas on Dickson Street. As an economic development arm for Fayetteville, we respond to numerous inquiries regarding business and development opportunities as well as assist in touring visiting dignitaries.

Through our image campaign and numerous other group promotions we have helped in advertising our district's unique amenities. DDEP's annual Fine Arts Festival and Designer House bring tourists and locals to our area. Our involvement in other development efforts, like the Cultural Arts District, and the parking districts allow us to assist in the coordination of programs and provide a forum for discussion. We promote residential use in the district and serve on the committee to rezone the downtown district. And, every year we apply for grants and pursue funding for projects in our district. This year much of our time has been spent working with the city and the contractor to assist in facilitation of the Dickson street improvements.

1998 founding goals :

- Develop and implement a cohesive promotional strategy to enhance public awareness of the best qualities and economic growth of the area.
- Establish a comprehensive plan for shaping the infrastructure of the Downtown/Dickson area that imparts a sense of place and identity.
- Encourage mixed use development.
- Promote historic preservation and adaptive reuse.
- Ensure the Downtown/Dickson area is pedestrian friendly while simultaneously accommodating vehicular traffic.
- Promote and encourage broad choices of cultural, recreational, art and entertainment alternatives.

2003 initiatives set from our annual board retreat:

funding

- hire a part time development officer- part time staff position has been reassigned to be development and communication coordinator- interviewing applicants
- review membership fees, benefits, sponsorships - will be responsibility of part time staff
- research grants and foundations - applied for federal grant in 2003
- develop funding with the University of Arkansas- pledge of \$3000.

board business and development

- set fund raising targets for board members
- develop our vision for board members involvement- participating in board training session June 22-24
- develop a system by which the City of Fayetteville can evaluate actives of DDEP- periodic reporting

executive director

- become actively involved in the parking districts, the cultural district, the downtown rezoning committees
- pursue improvement district status
- assist the City of Fayetteville staff
- assist Walton Arts Center in developing the Cultural district

communications and publicity

- create a brand identity and develop a more comprehensive name for the organization- new logo is printed using a variation of our name
- get a rendering of Dickson Street enhancement printed and posted in Dickson Street- signage is located at corner if Dickson and West
- establish a web site- www.downtowndickson.com
- produce a power point presentation to use as marketing tool- design committee has completed phase 1 sidewalk master plan power point
- develop an image campaign - media, web site, newsletter
- improve the newsletter content and format - in process
- market the organization better to build membership - First Thursday, Image campaign

4. Amount Of Funds Requested From The City Of Fayetteville:	\$20,000
Value of Cash from Other Sources:	\$108,925/Yr
Value of In Kind Match from Other Sources:	\$11,490/Yr
Total Project Cost:	\$140,415/Yr

5. **Proposed Funding Period (from) June 1, 2003 (to) December 31, 2003.**
Will project cross calendar years? X Yes

6 Describe the mission and history of your organization, including current funding

Our mission is to develop and implement a plan to enhance and promote, while preserving and extending, the existing best qualities of the core of our city.

In 1995 and 1996 a group of volunteers struggled with defining a mission to enhance the historic center of town. Charged with improving linkages between the beautiful Square with its offices and retail and Dickson Street with its entertainment and dining, it became clear that improving the vitality of downtown would take an encompassing and cooperative approach. The group resolved that success could come only from a multifaceted long-term project with broad involvement by residents, businesses, the City of Fayetteville, the University of Arkansas, and the Walton Arts Center.

The Downtown / Dickson Enhancement Project began with a core group who began by organizing their efforts and securing public and private support. Funding commitments were obtained for the first three years based on annual review. By laws were defined and non-profit status was secured. Committees to focus on marketing, design and fund raising were established. In April 1997 a full time director was hired and the project began in earnest. Through a series of public workshops in 1997, priorities and directions were formulated.

In 1998 the University of Arkansas Community Design Center was hired to design a conceptual plan for the revitalization of Dickson Street. With this plan DDEP was able to secure federal appropriations for the improvements of the street and in 2001 construction began. At this time main areas of focus included: improvements of the physical appearance of the district, organizing and building consensus of those in the area, promotion of retail establishments and special events, and image building. In addition, the group began to assist all festivals in the area.

In June 2000 DDEP engaged a Marketing and Special Events Coordinator, part time staff, to accommodate the needs of the growing organization. By continuing to manage this ambitious multi-pronged marketing, promotion and urban design effort, DDEP is keeping its district a delightful place to live. Furthermore, its efforts are a significant factor in enticing well over \$70,000,000 in investment in downtown and a steady increase in sales and HMR tax from downtown establishments.

Funding sources from January- June 1, 2003 are: the City of Fayetteville, Fayetteville A&P Commission, Downtown businesses, member dues, Promotions, in kind contributions, interest from our money market account.

7. Describe the persons or groups who will benefit from your project, including the estimated number of people served.

The more business activity we keep in sole proprietorship , the more money goes back in our community. The healthier our downtown district , the more of an asset we provide for those communities looking to relocate to an area. This quality of life represents a successful city. We believe our involvement in the district represents a commitment of large group of constituents to maintain and nourish our district. Our hope is to serve all the citizenry of Fayetteville. Citizens from all parts of town will benefit from the enhanced quality of life DDEP promotes and will enjoy city revenues generated by the return on their investment through increased sales, HMR tax and ad valorem taxes. The entire City of Fayetteville profits by a economically healthy Downtown Dickson District.

8. Describe how your project will be evaluated.

The evaluation process has two parts, an internal checks and balances , and annual review from our funding agencies and/or private supporters. Once a year the board of directors holds a retreat to reevaluate our goals and initiatives . We create action items, and discuss long range planning. Every meeting thereafter, these items are reassessed and reevaluated to make sure we stay on track of. Since serving the community, not monetary gain is our charge, we hope that this annual binder will serve as a base line monitor. In addition, a contract for services with the City has been created which provides fair accountability and responsibility for both groups. A formal accounting audit is completed periodically by an outside local accounting firm.

BUDGET

see attached 2003 budget

CERTIFICATIONS

- Applicant agrees to comply with all State and City purchasing policies and procedures. (available from City Purchasing Office.)
- Applicant certifies that project will comply with all nondiscrimination statues and will be fully handicapped accessible

Name of Applicant: Sharon Hoover

Date June 1, 2003

Signature of Applicant 

Title: President

Organization: Downtown/Dickson Enhancement Project, Inc.

6 AGENDA REQUEST

For the Fayetteville City Council Meeting of: July 1, 2003

FROM:

Dawn Warrick
Name

Planning
Division

CP&E
Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

RZN 03-19.00 was submitted by Crafton, Tull & Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential and contains approximately 14.66 acres. The request is to move the current zoning line to a new configuration with the subject property being rezoned to R-2.

STAFF RECOMMENDATION: Approval.

[Signature] 6/18/03
Division Head Date

[Signature] 6/16/03
City Attorney Date

[Signature] 6-13-03
Department Director Date

[Signature] 6-16-03
Finance & Internal Services Dir. Date

[Signature] 6-17-03
Chief Administrative Officer Date

[Signature] 6/17/03
Mayor Date

Received in Mayor's Office

6/16/03
Date PH

Cross Reference:

Previous Ord/Res#: _____

Orig. Contract Date: _____

Orig. Contract Number: _____

New Item:

Yes

No



ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 03-19.00 AS SUBMITTED BY JERRY KELSO ON BEHALF OF TOM BROYLES FOR PROPERTY LOCATED EAST OF BEECHWOOD AVENUE SOUTH OF 15TH STREET, MOVING THE CURRENT ZONING LINE TO A NEW CONFIGURATION WITH THE SUBJECT PROPERTY BEING R-2, MEDIUM DENSITY RESIDENTIAL.

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 C-2, Thoroughfare Commercial, to R-2, Medium Density Residential, as shown 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 _____, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

CC Meeting of July 14, 2003

RZN 03-19.00
Tom Broyles 14.66 Acres
B. 1. Page 3

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Dawn Warrick, AICP, Zoning & Development Administrator
THRU: Tim Conklin, AICP, Director of Community, Planning & Engineering Svcs.
DATE: June 13, 2003

RZN 03-19.00: Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential and contains approximately 14.66 acres. The request is to move the current zoning line to a new configuration with the subject property being rezoned to R-2.

BACKGROUND

The subject property is currently vacant and is located on the south side of 15th Street between Beechwood Ave. and Razorback Road. Property to the south, east and west is currently undeveloped and there are University of Arkansas sports facilities to the north (Tyson Indoor Track Complex and Baum Baseball Stadium). A creek with related floodplain adjoins the subject property to the south and east.

In the fall (September / October) of 2001, the City Council rezoned the subject property R-2 and C-2 in a configuration which provided residential zoning along Beechwood Ave. and on the entire western side of the property. The eastern portion of the site was zoned C-2. At this time, the applicant wishes to reconfigure the zoning districts which were applied through those rezoning actions in 2001. The request is for 7.45 acres of commercial zoning along 15th Street and 14.66 acres of residential property south of that area.

CURRENT STATUS

On June 9, 2003, the Planning voted 9-0-0 to forward this item to the City Council with a recommendation for approval.

RECOMMENDATION

Staff recommends approval of the requested rezoning.

EXHIBIT "A"
RZN 03-19.00

A part of the NW1/4 of the SE1/4 of Section 20, T-16-N, R-30-W, being more particularly described as follows: From the N.E. corner of the NW1/4 of the SE1/4 of said Section 20, thence N87°13'22"W 464.78 feet; thence S02°46'38"W 75.95 feet to the center line of a ditch; thence along the center line of said ditch as follows: S13°52'53"W 157.39 feet; thence S17°38'29"E 138.54 feet; thence S64°04'53"E 36.47 feet; thence S0°11'38"E 104.22 feet to the Point of Beginning; thence S0°11'38"E 89.61 feet; thence S14°47'06"E 227.46 feet; thence S30°02'E 82.11 feet to the West right-of-way for Razorback Road; thence S18°21'12"W 85.18 feet; thence leaving said right-of-way for Razorback Road N80°00'W along a creek 160.53 feet; thence N26°42'27"W 82.42 feet; thence N87°11'07"W 47.00 feet; thence S43°05'33"W 42.72 feet; thence S04°20'41"E 36.68 feet; thence S30°46'23"W 95.54 feet; thence S30°46'23"W 43.82 feet; thence S42°18'32"W 60.19 feet; thence S03°00'17"W 234.86 feet to a point on the North line of Meadow Vale Subdivision; thence along the North line of Meadow Vale Subdivision N87°09'34"W 220.24 feet to the NW corner of said Subdivision; thence along the East right-of-way of Ashwood Avenue N03°26'28"E 20.00 feet; thence along the North right-of-way of 18th Street N87°33'13"W 354.43 feet; thence along the East right-of-way of Arkansas Highway 16 Bypass N02°11'12"E 845.65 feet; thence S85°33'37"E 863.18 feet to the Point of Beginning, containing 14.66 acres, more or less, Washington County, Arkansas.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of June 9, 2003

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn Warrick, Zoning & Development Administrator, AICP
THRU: Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE: June 9, 2003

~~RZN 03-19.00~~ Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential and contains approximately 14.66 acres. The request is to move the current zoning line to a new configuration with the subject property being rezoned to R-2.

~~RZN 03-20.00~~ Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential and contains approximately 7.45 acres. The request is to move the current zoning line to a new configuration with the subject property being rezoned to C-2.

RECOMMENDATION:

Staff recommends approval of the requested rezonings based on the findings included as part of this report.

Separate action must be taken on each of these requested rezonings.

PLANNING COMMISSION ACTION:	Required <u>YES</u>	☐ Approved	☐ Denied
Date: <u>June 9, 2003</u>			
CITY COUNCIL ACTION:	Required <u>YES</u>	☐ Approved	☐ Denied
Date: <u>July 1, 2003 (1st reading if recommended)</u>			

BACKGROUND:

The subject property is currently vacant and is located on the south side of 15th Street between Beechwood Ave. and Razorback Road. Property to the south, east and west is currently undeveloped and there are University of Arkansas sports facilities to the north (Tyson Indoor Track Complex and Baum Baseball Stadium). A creek with related floodplain adjoins the subject property to the south and east.

The major intersection of Razorback Road and 15th Street (Hwy 16) east of this location is the site of a variety of uses. The University has developed a large sports complex on the north side of 15th Street and just recently the southeast corner of the intersection has been established as an RV park for Razorback fans. The northeast corner, east of the Swanson plant (formerly Vlastic and Campbell Soup) now contains a large parking lot, also developed by the University.

Razorback Rd. is designated a principal arterial on the City's adopted Master Street Plan. Fifteenth Street (Hwy 16) is designated a principal arterial east of this intersection and a collector west of the intersection. Razorback Road between I-540 and 15th Street is a 5 lane section which is relatively new. North of this intersection, Razorback Road narrows to 2 lanes. Fifteenth Street is a 4 lane road east of the intersection and a 2 lane road west, including the area directly adjacent to the subject property.

Utilities are available to the site and would have to be extended by the developer upon approval of a project. Extension of main lines and sizing of utilities will be further addressed at the time of development review.

In the fall (September / October) of 2001, the City Council rezoned the subject property R-2 and C-2 in a configuration which provided residential zoning along Beechwood Ave. and on the entire western side of the property. The eastern portion of the site was zoned C-2. At this time, the applicant wishes to reconfigure the zoning districts which were applied through those rezoning actions in 2001. The request is for 7.45 acres of commercial zoning along 15th Street and 14.66 acres of residential property south of that area.

A comparison of the acreages and zoning designations is as follows:

	2001 Ordinances	Current Request
R-2 acreage	12.13	14.66
C-2 acreage	9.86	7.45
Totals	21.99	22.11

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Baum Baseball Stadium / Tyson Indoor Track Complex	I-1, Heavy Commercial & Lt Industrial
South	Vacant	R-2, Medium Density Residential C-2, Thoroughfare Commercial
East	Vacant	I-1, Heavy Commercial & Lt Industrial
West	Vacant	R-2, Medium Density Residential

INFRASTRUCTURE:

Streets: North: 15th Street, Collector Street with 70' ROW on the MSP
South: None
East: None
West: Beechwood Avenue, Collector Street with 70' ROW on the MSP

If development occurs on this site, 15th Street and Beechwood Avenue would need to be improved to a minimum of 14' from centerline including pavement, curb and gutter, storm drains and sidewalk.

Water: The property currently has access to a 6" waterline along Ashwood Avenue and an 8" line on Razorback Road. There is also a 12" waterline nearby at the intersection of 15th Street and Razorback Road.

Any development of this site would require that an 8" main be extended to loop the 8" line on Razorback and the 6" line on Ashwood Avenue.

Sewer: The property currently has several existing sewer lines on-site, including a 24" line to the east and south and a 10" line along Beechwood Avenue to the west.

Fire: 1.0 miles from Fire Station #6. Normal driving time 1 min. 48 seconds. Water supply will be needed for new development.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-2 is consistent with the land use plan and compatible with surrounding land uses in the area. The C-2 portion of this request is considered compatible due to past policy decisions by the City Council and the applicability of providing commercial property in the vicinity in order to encourage the development of amenities which will serve the residential uses and allow for mixed uses in this area.

FINDINGS OF THE STAFF

K:\Reports\2003\PC REPORTS\06-09\zrn03-19 & 20_broyles.doc

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 is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. The surrounding properties are largely undeveloped. Nearby uses include University facilities and single family homes to the south which are located within the R-2 district.

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

Finding: The proposal is to reconfigure properties which have already been approved with R-2 and C-2 designations. The request is justified in that the new configuration allows for a development plan that utilized 15th Street for commercial frontage while providing residential uses south of that area with additional access from Beechwood Ave.

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

Finding: The proposed zoning will not create or appreciably increase traffic danger and congestion. The major streets serving this site are currently under utilized and are developed in a manner which will carry significant amounts of traffic. Upon development, any improvements or capacity increases made necessary by a proposed project will be the responsibility of the developer.

The proposed zoning requests will not change the impact of these properties. The amount of commercial and residential property is not significantly changed from that which was approved in 2001. Based on the approved zoning actions in 2001, the developer did commission a traffic study in order to have a benchmark for bringing forward a development proposal. This traffic study will need to be amended to reflect the new zoning configuration should these requests be approved.

Collector streets border the subject property. The streets may need left turn lanes added or other modifications to accommodate increased traffic generated by the site. Traffic calming measures may also need to be explored with regard specifically to Beechwood Ave. north of the development. Standard street improvements to Beechwood and 15th Streets will also be required.

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: Population density will not be significantly altered from the current zoning designations.

At the time of development water main extensions will be necessary as stated in the attached staff comments. Several sewer lines are located on the property.

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



Crafton, Tull & Associates, Inc.

901 N. 47th Street, Suite 200, Rogers, AR 72756 479.636.4838 Fax 479.631.6224 www.crafttull.com

May 16, 2003

RECEIVED

MAY 19 2003

PLANNING DIV.

Tim Conklin
City of Fayetteville, Planning
113 W. Mountain
Fayetteville, AR 72703

RE: Proposed Rezoning Request
On behalf of Tom Broyles
Beechwood Avenue and 15th Street
CTA Job No. 031016-00

Dear Tim:

This is a proposed rezoning request for Tom Broyles, located at the southeast corner of 15th street and Beechwood Avenue. The proposed zoning will include 7.45 acres of proposed C-2 zoning and 14.66 acres of R-2 zoning. The existing zoning for the full 22.11 acres is C-2 and R-2. It is the intent of this rezoning to move the current zoning line to a new configuration.

Checklist Item #5

- The property owner is teaming up with a new developer to develop the entire 22.11 acres with commercial adjacent to 15th street, and a multi-family development south of the commercial.
- The developer is ready to move on the project, but needs the rezoning in place before he starts.
- Water and sewer are available to the site. Access will be from Beechwood Avenue and 15th street.

Checklist Item #6

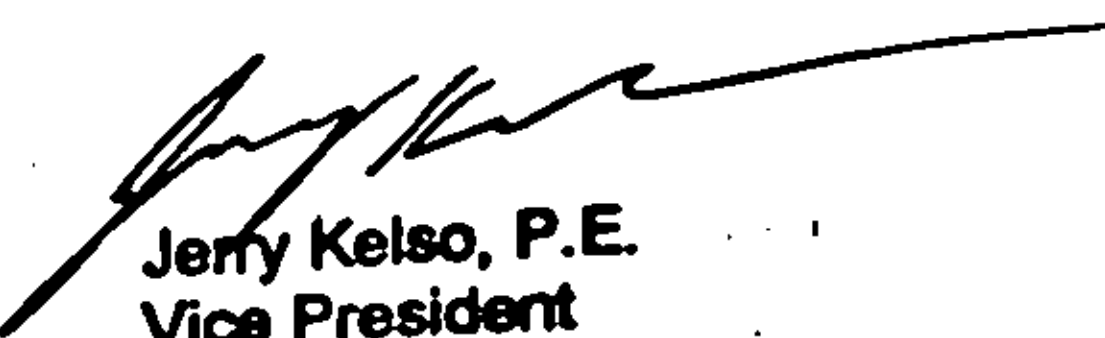
- The property is consistent with the City of Fayetteville's master Land use plan and the proposed zoning will be moving the existing zoning lines around.
- The proposed zoning is justified because the current zoning would not allow the commercial to have full frontage on 15th and multi-family to the back, which is typical of planning practices.
- The proposed zoning should not create an increase in traffic because it will be slightly less commercial than the current zoning.
- Since we are only adjusting current zoning lines, it should not alter population densities or have adverse impacts to public utilities.

- It is more desirable to have commercial along 15th street with multifamily to the back.

Should you have any questions, or require any additional information, please contact us at your convenience.

Very Truly Yours,

Crafton, Tull & Associates, Inc.



Jerry Kelso, P.E.
Vice President

Attachment:

RECEIVED
MAY 19 2003
PLANNING DIV.



FAYETTEVILLE

FIRE MARSHAL'S OFFICE

RECEIVED
JUN 03 2003
PLANNING DIV.

THE CITY OF FAYETTEVILLE, ARKANSAS

From: Fire Prevention Bureau

To: Planning Division

Date 06-03-03

REZONING ☒ ANNEXATION ☒

REZONING # 03-19.00 OWNER Broyles

~~ANNEXATION~~ # 03-20.22 OWNER Broyles

LOCATION OF
PROPERTY FIFTEENTH STREET & BEACHWOOD

NEAREST FIRE STATION AND
LOCATION FIRE STATION #6 - HOLLYWOOD ST

RESPONSE TIME FROM FIRE STATION # 6 TO
LOCATION OF
PROPERTY 1 MINUTES 48 SECONDS.

TRAVEL MILES FROM FIRE STATION # 6 TO LOCATION OF
PROPERTY 1 mile

COMMENTS ON FIRE DEPT.

ACCESS/ROADWAYS needed

EXISTING FIRE HYDRANTS? IF SO
LOCATION _____

WATER SUPPLY WITH HYDRANTS
NEEDED? yes - there should be water line in the area

ADDITIONAL
COMMENTS _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Rick Hoyt, Police Chief
Chris Bosch, Fire Chief
Greg Boettcher, Water & Wastewater Director
→ Matt Casey, Staff Engineer
Paul Libertini, Staff Engineer
Dawn Warrick, AICP, Zoning & Development Administrator

FROM: Dawn Warrick, AICP, Zoning & Development Administrator

DATE: June 1, 2003

Response to Adequacy of Public Facilities for Rezoning Proposals

The Planning Commission bylaws identify five findings that the Planning Commission must make in order to determine the appropriateness of proposed zoning. Two of those findings pertain to other departments. The Fayetteville Planning Division is requesting your assistance in making those findings.

Planning Commission meeting date: June 9, 2003

Please submit response by: June 4, 2003 (12:00 p.m. - noon)

We have received an application for the following rezoning request(s). We ask that you make findings on these proposals with regard to the services you provide. Please address the findings provided in *italics*.

1. ANX 03-02.00: Annexation (Shiloh Community Church, PP 322) was submitted by Keystone Consultants, Inc. on behalf of Joe Jones, Pastor for property located north of Mt. Comfort Road and west of Ruppel Road. The subject property is in the county and contains approximately 3.93 acres. The request is to be annexed into the City of Fayetteville.
RZN 03-17.00: Rezoning (Shiloh Community Church, PP 322) was submitted by Keystone Consultants, Inc. on behalf of Joe Jones, Pastor for property located north of Mr. Comfort Road and west of Ruppel Road. The subject property is zoned A-1 and contains approximately 3.93 acres. The request is to rezone property to P-1, Institutional.

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

The property currently has access to a 4" and 8" water line along Mt. Comfort Road. There are also 8" lines proposed in the Clabber Creek Phase 2 subdivision located on the east side of this property. These lines should be sufficient to provide water service to the existing

is redevelopment of the site.

Sewer service is currently not available to the site. The nearest sewer main is located to the south of Mt. Comfort Road. This area of town has been identified as an area of concern for sewer service. The Hamstring Creek lift station is currently being upgraded to handle the existing flows and any development proposed at the time of the study earlier this year. This upgrade should be completed this summer.

If development occurs on this site, Mt. Comfort Rd. would need to be improved to a minimum of 14' from centerline including pavement, curb and gutter, storm drains and sidewalk.

2. ANX 03-03.00: Annexation (James Coger, PP 321) was submitted by Keystone Consultants, Inc. on behalf of James Coger for property located north of Mt. Comfort Road and west of Ruppel Road. The subject property is in the county and contains approximately 18.35 acres. The request is to be annexed into the City of Fayetteville. RZN

03-18.00: Rezoning (James Coger, PP 321) was submitted by Keystone Consultants, Inc. on behalf of James Coger for property located north of Mt. Comfort Road and west of Ruppel Road. The property is currently zoned A-1 and contains approximately 18.35 acres. The request is to rezone the subject property to R-1, Low Density Residential.

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

The property currently has access to a 4" and 8" water line along Mt. Comfort Road. There are also 8" lines proposed in the Clabber Creek Phase 2 subdivision located on the east side of this property. These lines should be sufficient to provide water service to development of this property.

Sewer service is currently not available to the site. The nearest sewer main is located to the south of Mt. Comfort Road. This area of town has been identified as an area of concern for sewer service. The Hamstring Creek lift station is currently being upgraded to handle the existing flows and any development proposed at the time of the study earlier this year. This upgrade should be completed this summer.

If development occurs on this site, Mt. Comfort Rd. would need to be improved to a minimum of 14' from centerline including pavement, curb and gutter, storm drains and sidewalk.

3. RZN 03-19.00: Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to R-2.

- *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*

The property currently has access to a 6" water line on Ashwood Ave. and a 12" waterline nearby at the intersection of Razorback Road. Any development of this site would require that an 8" main be looped the 8" line on Razorback and the 6" line on Ashwood.

RZN 03-19.00
Tom Broyles 14.66 Acres
B. 1. Page 15

The site has several existing sewer lines located on the property.

Development of this property will require street improvements to Beechwood Ave. and 15th Street. This would include improvements to a minimum of 14' from centerline with pavement, curb and gutter, storm drains and sidewalks.

4. RZN 03-20.00: Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to C-2.

- 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

The property currently has access to a 6" water line on Ashwood Ave. and an 8" line on Razorback Road. There is also a 12" waterline nearby at the intersection of 15th St. and Razorback Road. Any development of this site would require that an 8" main be extended to loop the 8" line on Razorback and the 6" line on Ashwood.

The site has several existing sewer lines located on the property.

Development of this property will require street improvements to Beechwood Ave. and 15th Street. This would include improvements to a minimum of 14' from centerline with pavement, curb and gutter, storm drains and sidewalks.

5. RZN 03-21.00: Rezoning (Nock, PP 439) was submitted by John Nock for property located at 4023 Wedington Drive. The property is currently zoned A-1, Agricultural and contains approximately 4.16 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

- 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.

The property currently has access to an 18" water line on Wedington Drive. There are also a 12" and 8" line to the south on Ruppel Road.

The site has access to a 6" and 8" sewer on the west side of the property.

Street improvements will not be required for development of this property. Ruppel Rd. is currently under construction adjacent to this site, and Wedington is already improved at this location.

0 Annexation (Harrison, PP 256) was submitted by Monroe Harrison for the Petitioners for property located south of Rom's Orchard Road and east and west of Lancaster Lane. The property is in the county and contains approximately 22.05 acres. The request is to be annexed into the City of Fayetteville

- *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.*

The property currently has access to a 4" water line along Old Wire Road and a 4" line along Skillern Road. A 4" line is not sufficient to provide fire protection for this area. An extension of an 8" line to the properties would be required.

Sewer service is currently not available to the site. The nearest sewer main is located to the south of Skillern Road in the Savannah and Brookbury subdivisions.

Name Matt Casey Department Engineering

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Rick Hoyt, Police Chief
Chris Bosch, Fire Chief
Greg Boettcher, Water & Wastewater Director
Matt Casey, Staff Engineer
→ Paul Libertini, Staff Engineer
FROM: Dawn Warrick, AICP, Zoning & Development Administrator
DATE: June 1, 2003

Response to Adequacy of Public Facilities for Rezoning Proposals

The Planning Commission bylaws identify five findings that the Planning Commission must make in order to determine the appropriateness of proposed zoning. Two of those findings pertain to other departments. The Fayetteville Planning Division is requesting your assistance in making those findings.

Planning Commission meeting date: June 9, 2003

Please submit response by: June 4, 2003 (12:00 p.m. - noon)

We have received an application for the following rezoning request(s). We ask that you make findings on these proposals with regard to the services you provide. Please address the findings provided in *italics*.

1. ANX 03-02.00: Annexation (Shiloh Community Church, PP 322) was submitted by Keystone Consultants, Inc. on behalf of Joe Jones, Pastor for property located north of Mt. Comfort Road and west of Ruppel Road. The subject property is in the county and contains approximately 3.93 acres. The request is to be annexed into the City of Fayetteville.
RZN 03-17.00: Rezoning (Shiloh Community Church, PP 322) was submitted by Keystone Consultants, Inc. on behalf of Joe Jones, Pastor for property located north of Mr. Comfort Road and west of Ruppel Road. The subject property is zoned A-1 and contains approximately 3.93 acres. The request is to rezone property to P-1, Institutional.

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- This proposal would probably warrant adding a left turn lane on Mt. Comfort Road. Additionally, traffic generated from this site will contribute to the need to overall widening and upgrading of Mt. Comfort Road which is a minor arterial.

2. **ANX 03-03.00: Annexation** (James Coger, PP 321) was submitted by Keystone Consultants, Inc. on behalf of James Coger for property located north of Mt. Comfort Road and west of Ruppel Road. The subject property is in the county and contains approximately 18.35 acres. The request is to be annexed into the City of Fayetteville.

RZN 03-18.00: Rezoning (James Coger, PP 321) was submitted by Keystone Consultants, Inc. on behalf of James Coger for property located north of Mt. Comfort Road and west of Ruppel Road. The property is currently zoned A-1 and contains approximately 18.35 acres. The request is to rezone the subject property to R-1, Low Density Residential.

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- This proposal would probably warrant adding a left turn lane on Mt. Comfort Road. Additionally, traffic generated from this site will contribute to the need to overall widening and upgrading of Mt. Comfort Road which is a minor arterial.

3. **RZN 03-19.00: Rezoning** (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to R-2.

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- 15th Street, Beechwood Avenue & 18th Street are collector streets which border the subject property. The streets may need left turn lanes added to accommodate the increased traffic generated by the site. The existing geometry (horizontal curves) should be evaluated by the consultant engineer to determine if the curves need to be increased to meet collector street standards including sight distance. Beechwood Avenue going north from the site is a local street. This development may need to look at construction some traffic calming measures to insure that site generated traffic does not impact this local street.

4. **RZN 03-20.00: Rezoning** (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to C-2.

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- 15th Street, Beechwood Avenue & 18th Street are collector streets which border the subject property. The streets may need left turn lanes added to accommodate the increased traffic generated by the site. The existing geometry (horizontal curves) should be evaluated by the consultant engineer to determine if the curves need to be increased to meet collector street standards including sight distance. Beechwood Avenue going north from the site is a local street. This development may need to look at construction

some traffic calming measures to insure that site generated traffic does not impact this local street.

5. RZN 03-21.00: Rezoning (Nock, PP 439) was submitted by John Nock for property located at 4023 Wedington Drive. The property is currently zoned A-1, Agricultural and contains approximately 4.16 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

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

6. ANX 02-01.10 Annexation (Harrison, PP 256) was submitted by Monroe Harrison for the Petitioners for property located south of Rom's Orchard Road and east and west of Lancaster Lane. The property is in the county and contains approximately 22.05 acres. The request is to be annexed into the City of Fayetteville

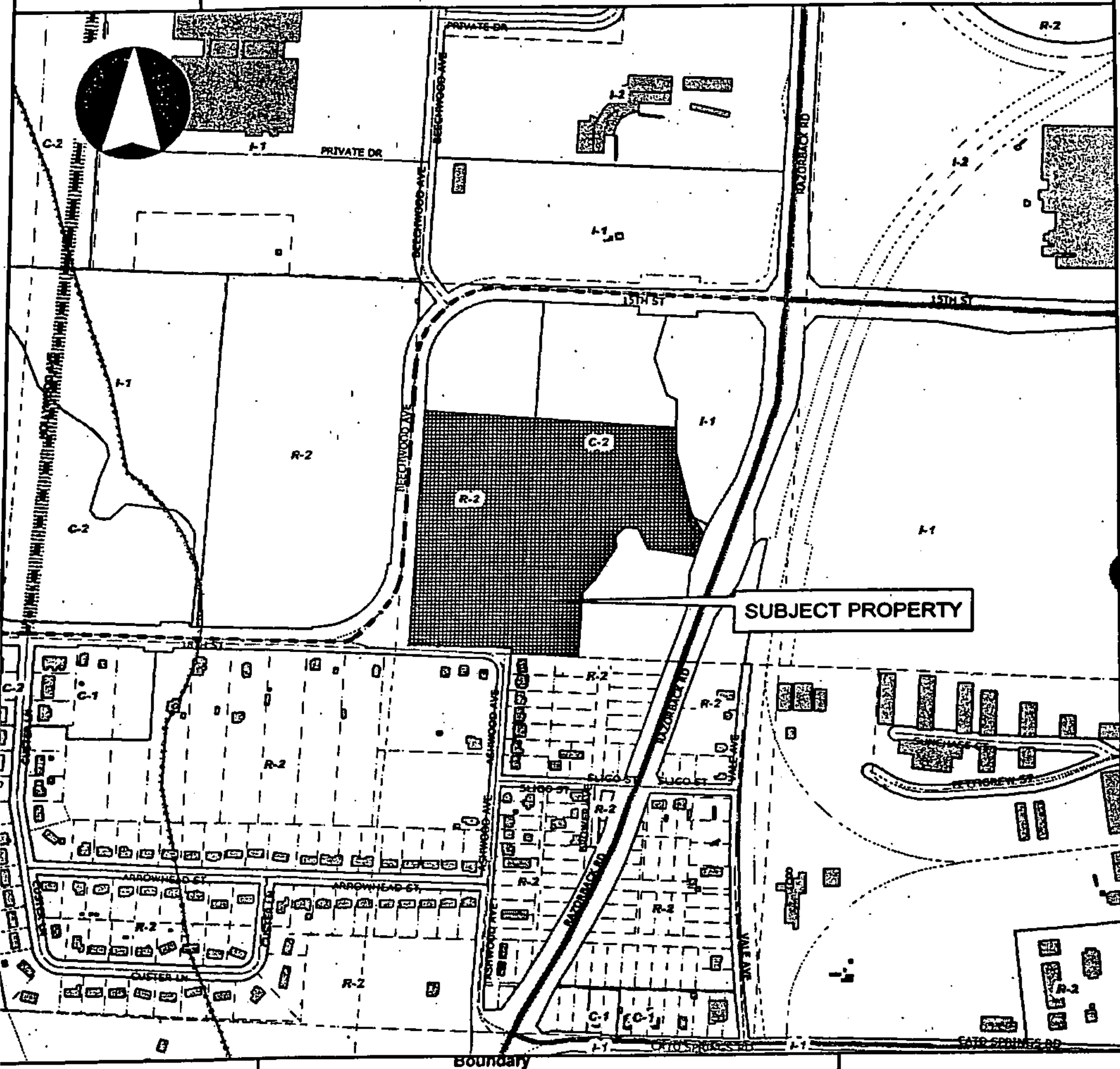
- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- Annexation the existing homes into the City will not impact the existing road system. Any changes to the zoning to increase densities will impact the road system.

Name Paul Libertini, P.E. Department Engineering

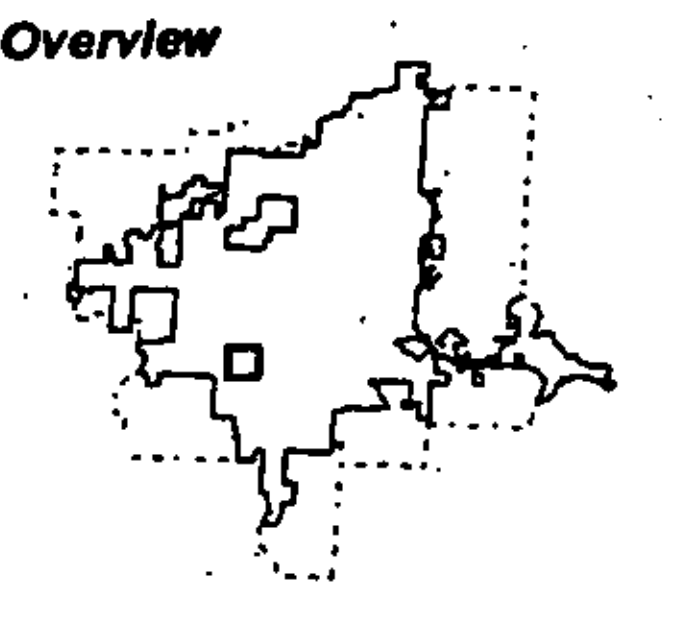
RZN03-19.00

Close Up View

BROYLES



SUBJECT PROPERTY



Legend

- | | | |
|---|---|--|
| <p>Legend</p> <p> RZN03-19.00</p> <p>Streets</p> <p> Existing</p> <p> Planned</p> | <p> Planning Area</p> <p> Overlay District</p> <p> City Limits</p> <p> Outside City</p> | <p>Master Street Plan</p> <p> Freeway/Expressway</p> <p> Principal Arterial</p> <p> Minor Arterial</p> <p> Collector</p> <p> Historic Collector</p> |
|---|---|--|

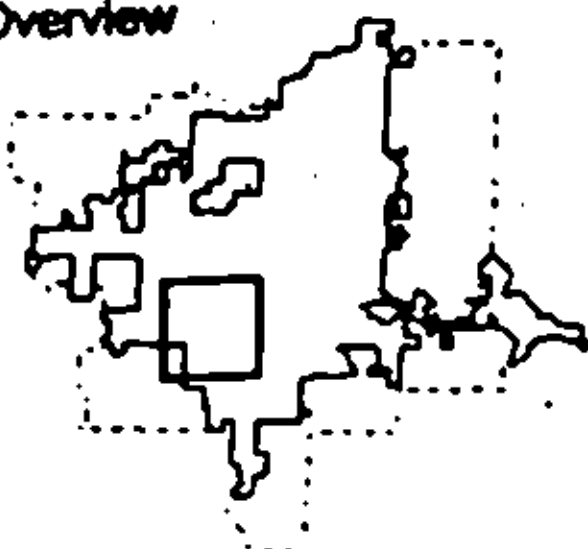


One Mile View

BROYLES

**SUBJECT PROPERTY**

0 0.1 0.2 0.4 0.6 0.8 Miles



RZN03-19.00

Future Landuse

BROYLES



Mixed Use

Mixed Use

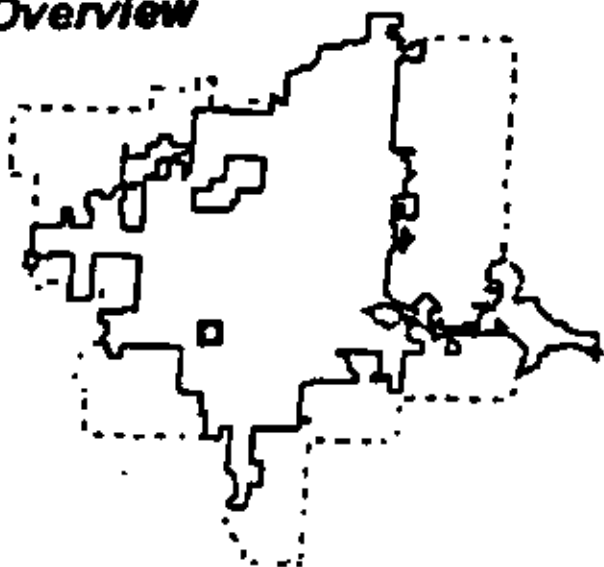
SUBJECT PROPERTY

Residential

Future Landuse

- Parks
- Private Open Space
- Residential
- Mixed Use
- Office
- Historic Commercial
- Community Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- University

Overview



Legend

Subject Property

RZN03-19.00

Streets

- Existing
- Planned

Boundary

- Planning Area
- Overlay District
- City Limits

RZN 03-19.00: Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to R-2.

Hoover: On to item number eight, RZN 03-19.00 for property located east of Beechwood Avenue and south of 15th. Dawn?

Warrick: Items eight and nine are combined. The reason is that they are basically the same overall property. Before I get too far into that staff report though, with reference to the four items that preceded this, as well as these two rezonings as well as the other items in this agenda. Annexations and rezoning applications are significant policy decisions made by the Planning Commission with recommendation to the City Council for final decision. At this point in time the City of Fayetteville is taking a much more critical look at these types of applications than we ever have in the past. It is important that we have adequate information for you to make a recommendation to the City Council and for the City Council to make one of these policy decisions when they are approached with a request to annex or rezone a piece of property. With that in mind, staff has assembled a zoning review team. What this time is designed to do, it is a group of staff members, and it includes representation from the Planning Division, the Engineering Division, the Fire and Police Departments. We have charged ourselves with analyzing requests for annexations and rezonings to provide adequate data and analysis for you with regard to the findings that are required to be made for these types of requests. The City Council adopted an annexation policy in 2001 and that annexation policy is a basis for decisions with regard to those types of actions. We also have in our bylaws for the Planning Commission have specific findings that are required to be made on any of these requests. Issues that staff needs to address include traffic conditions, current and future, based on potential uses; the street system, whether existing infrastructure is adequate or improvements would be necessary; system capacity, water and sewer, response time for emergency services and whether providing services of all types in the area to be annexed or to have the zoning changed, would cause a strain on existing resources. We feel that it is very important to use all of the resources available to us to make these determinations and to provide you with some guidance on these decisions. The city has taken on a very large project with regard to the new waste water treatment plant that is proposed to be on the west side of town. We are in the process of working through a new transportation study for the entire city, a traffic study. Those are the types of things that we are trying to include in our recommendations and findings for you on these types of items. That is just kind of for reference. With regard to the two rezonings that we are

June 9, 2003
Page 17

now talking about on the agenda. The subject property is vacant and located on the south side of 15th Street between Beechwood Avenue and Razorback Road. The property to the south, east and west is currently undeveloped. There are University of Arkansas sports facilities to the north. The Tyson indoor track complex and Baum baseball stadium. A creek and related floodplain adjoins the property to the southeast. In the fall of 2001, September and October of 2001, the City Council rezoned the subject property to R-2 and C-2 in a configuration which provided residential zoning along Beechwood Avenue on the entire western side of the property and then the eastern side was zoned C-2. At this time the applicant is wishing to reconfigure those requests from 2001. The request now is to stack the zoning so the C-2 property is on the north side of this tract and the R-2 is south of that. The acreages are very similar with regard to the amount of the two districts that are being divvied up in this property. R-2 acreage approved in 2001 was 12.13 acres and the request is for 14.6 acres to be zoned R-2 with the reconfiguration. The C-2 acreage in 2001 was 9.8 acres and the request now is 7.45. There is actually a little reduction in the commercial district and an increase in residential. The General Plan does designate this site as residential. Rezoning the property in the R-2 portion of course is very consistent with that land use plan that is compatible with adjacent land uses also. The C-2 portion of the request is considered to be compatible also due to past policy decisions. In 2001 the City Council did set policy in adopting a commercial zoning designation for a portion of this property. At this time they are requesting a reconfiguration of that. The proposal, as I mentioned, is to reconfigure what has already been approved and the request is justified in order that it allows the development plan to utilize 15th Street for commercial frontage and provides residential uses south of that area with additional access to the residential uses south of that area with additional access to the residences from Beechwood. The proposed rezoning request will not change the impact of these properties. The amount of commercial and residential proposed is not significantly changed from what was approved in 2001. Based on the approved zoning actions in 2001 the developer did commission a traffic study in order to have a benchmark for bringing forward a development proposal. This traffic study will need to be amended to reflect the new zoning configuration should these requests be approved. Staff is recommending in favor of these rezoning requests and just a note that each of these actions will need to be voted on separately. We talked earlier about the maps. The request for R-2 zoning is reflected on page 8 and 9.16 and 17 and over on pages 20 and 21 those maps best reflect the request for C-2 zoning.

Hoover: Thank you Dawn, would the applicant come forward?

Warrick: No it would not.

Hoover: Is there any other discussion? Renee, would you call the roll?

Roll Call: Upon the completion of roll all the motion to forward RZN 03-19 was approved by a vote of 9-0-0.

Thomas: The motion carries nine to zero.

Hoover: Thank you.

June 9, 2003

Page 18

Kelso: Good evening. My name is Jerry Kelso, I am with Crafton, Tull & Associates representing the owner. I put together a quick little drawing here that kind of shows you what we had before and what we are asking now to try to clarify things to make it a little bit easier. This is what is currently zoned at this time. The highlighted yellow portion is the total property we are talking about. As you can see, here is the zoning line, the dashed line as it currently exists right now. Our proposal is to go to this right here where you have got all the frontage here on 15th Street towards the front and all the R-2 in the back. The reason for the difference in acreages, as you can see, this C-2 zoning had a lot of the unusable area and floodplain and things like that and now all of the R-2 has all of the floodplain. That is why the acreages are all set. The developer still plans on complying with what was agreed to before with the maximum units for this overall property so there will be no more multi-family than what was originally approved. That is the concept. I will entertain any questions you may have.

Hoover: Thank you for the map. Is there any member of the audience that would like to address this RZN 03-19.00? Seeing none, I will bring it back to the Commission.

MOTION:

Estes: I would move for approval of RZN 03-19.

Hoover: I have a motion by Commissioner Estes

Shackelford: I will second.

Hoover: And a second by Commissioner Shackelford. Is there anymore discussion?

Ostner: I have a question for staff. When we are talking about justifying the C-2 when the 2020 Plan talks about residential, I didn't quite follow that except we rezoned it in the past so it must be commercial.

Warrick: With this particular request staff felt that a policy decision had been made by the City Council with regard to the zoning action that was taken in 2001. At that time there was considerable discussion about having a mixed use area and providing accessories and amenities to the residential properties that would be developed in this case south of the commercial.

Anthes: A question for staff. This rezoning would in no way inhibit the applicant from coming back with a PZD in this area would it?

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

RZN 03-20.00

Tom Broyles 7.45 Acres
B. 2. Page 1☒ AGENDA REQUEST

For the Fayetteville City Council Meeting of:

July 1, 2003

FROM:

Dawn Warrick
NamePlanning
DivisionCP&E
Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

RZN 03-20.00 was submitted by Crafton, Tull & Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential and contains approximately 7.45 acres. The request is to move the current zoning line to a new configuration with the subject property being rezoned to C-2.

STAFF RECOMMENDATION: Approval.

[Signature] 6/13/03
Division Head Date

Received in Mayor's Office

6/16/03
Date[Signature] 6/16/03
City Attorney Date[Signature] 6-13-03
Department Director Date

Cross Reference:

[Signature] 6-16-03
Finance & Internal Services Dir. Date

Previous Ord/Res#:

[Signature] 6-17-03
Chief Administrative Officer Date

Orig. Contract Date:

Orig. Contract Number:

[Signature] 6/17/03
Mayor Date

New Item:

Yes

No



ORDINANCE NO. _____

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 03-20.00 AS SUBMITTED BY JERRY KELSO ON BEHALF OF TOM BROYLES FOR PROPERTY LOCATED EAST OF BEECHWOOD AVENUE SOUTH OF 15TH STREET, MOVING THE CURRENT ZONING LINE TO A NEW CONFIGURATION WITH THE SUBJECT PROPERTY, BEING ZONED C-2, THOROUGHFARE COMMERCIAL.

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 R-2, Medium Density Residential to C-2, Thoroughfare Commercial, as shown 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 _____, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

DRAFT

ATTEST:

By: _____
Sondra Smith, City Clerk

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

RZN 03-20.00
Tom Broyles 7.45 Acres
B. 2. Page 3

CC Meeting 01 JULY 1, 2003

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (501) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Dawn Warrick, AICP, Zoning & Development Administrator
THRU: Tim Conklin, AICP, Director of Community, Planning & Engineering Svcs.
DATE: June 13, 2003

RZN 03-20.00: Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential and contains approximately 7.45 acres. The request is to move the current zoning line to a new configuration with the subject property being rezoned to C-2.

BACKGROUND

The subject property is currently vacant and is located on the south side of 15th Street between Beechwood Ave. and Razorback Road. Property to the south, east and west is currently undeveloped and there are University of Arkansas sports facilities to the north (Tyson Indoor Track Complex and Baum Baseball Stadium). A creek with related floodplain adjoins the subject property to the south and east.

In the fall (September / October) of 2001, the City Council rezoned the subject property R-2 and C-2 in a configuration which provided residential zoning along Beechwood Ave. and on the entire western side of the property. The eastern portion of the site was zoned C-2. At this time, the applicant wishes to reconfigure the zoning districts which were applied through those rezoning actions in 2001. The request is for 7.45 acres of commercial zoning along 15th Street and 14.66 acres of residential property south of that area.

CURRENT STATUS

On June 9, 2003, the Planning voted 9-0-0 to forward this item to the City Council with a recommendation for approval.

RECOMMENDATION

Staff recommends approval of the requested rezoning.

EXHIBIT "A"
RZN 03-20.00

A part of the NW1/4 of the SE1/4 of Section 20, T-16-N, R-30-W, being more particularly described as follows: From the N.E. corner of the NW1/4 of the SE1/4 of said Section 20, thence N87°13'22"W 464.78 feet and thence S02°46'38"W 75.95 feet to the Point of Beginning, said point being on the South right-of-way for 15th Street in the center line of a ditch; thence along the center line of said ditch as follows: S13°52'53"W 157.39 feet; thence S17°38'29"E 138.54 feet; thence S64°04'53"E 36.47 feet; thence S0°11'38"E 104.22 feet; thence N85°33'37"W 863.18 feet to a point on the east right-of-way line of Arkansas Highway 16 Bypass; thence along the east right-of-way of Arkansas Highway 16 Bypass N02°11'12"E 157.09 feet; thence Northeasterly along a 246.50 foot radius curve to the right a distance of 389.10 feet, the long chord of which bears N47°24'25"E 349.94 feet; thence S87°22'48"E 464.50 feet; thence S02°37'12"W 30.00 feet; thence S87°22'48"E 97.06 feet to the Point of Beginning, containing 7.45 acres, more or less, Washington County, Arkansas.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of June 9, 2003

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dawn Warrick, Zoning & Development Administrator, AICP
THRU: Tim Conklin, AICP, Community, Planning & Engineering Services Director
DATE: June 9, 2003

~~RZN 03-19.00~~ Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential and contains approximately 14.66 acres. The request is to move the current zoning line to a new configuration with the subject property being rezoned to R-2.

~~RZN 03-20.00~~ Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential and contains approximately 7.45 acres. The request is to move the current zoning line to a new configuration with the subject property being rezoned to C-2.

RECOMMENDATION:

Staff recommends approval of the requested rezonings based on the findings included as part of this report.

Separate action must be taken on each of these requested rezonings.

PLANNING COMMISSION ACTION: Required YES
☐ Approved ☐ Denied

Date: June 9, 2003

CITY COUNCIL ACTION: Required YES
☐ Approved ☐ Denied

Date: July 1, 2003 (1st reading if recommended)

BACKGROUND:

The subject property is currently vacant and is located on the south side of 15th Street between Beechwood Ave. and Razorback Road. Property to the south, east and west is currently undeveloped and there are University of Arkansas sports facilities to the north (Tyson Indoor Track Complex and Baum Baseball Stadium). A creek with related floodplain adjoins the subject property to the south and east.

The major intersection of Razorback Road and 15th Street (Hwy 16) east of this location is the site of a variety of uses. The University has developed a large sports complex on the north side of 15th Street and just recently the southeast corner of the intersection has been established as an RV park for Razorback fans. The northeast corner, east of the Swanson plant (formerly Vlastic and Campbell Soup) now contains a large parking lot, also developed by the University.

Razorback Rd. is designated a principal arterial on the City's adopted Master Street Plan. Fifteenth Street (Hwy 16) is designated a principal arterial east of this intersection and a collector west of the intersection. Razorback Road between I-540 and 15th Street is a 5 lane section which is relatively new. North of this intersection, Razorback Road narrows to 2 lanes. Fifteenth Street is a 4 lane road east of the intersection and a 2 lane road west, including the area directly adjacent to the subject property.

Utilities are available to the site and would have to be extended by the developer upon approval of a project. Extension of main lines and sizing of utilities will be further addressed at the time of development review.

In the fall (September / October) of 2001, the City Council rezoned the subject property R-2 and C-2 in a configuration which provided residential zoning along Beechwood Ave. and on the entire western side of the property. The eastern portion of the site was zoned C-2. At this time, the applicant wishes to reconfigure the zoning districts which were applied through those rezoning actions in 2001. The request is for 7.45 acres of commercial zoning along 15th Street and 14.66 acres of residential property south of that area.

A comparison of the acreages and zoning designations is as follows:

	2001 Ordinances	Current Request
R-2 acreage	12.13	14.66
C-2 acreage	9.86	7.45
Totals	21.99	22.11

SURROUNDING LAND USE AND ZONING

Direction	Land Use	Zoning
North	Baum Baseball Stadium / Tyson Indoor Track Complex	I-1, Heavy Commercial & Lt Industrial
South	Vacant	R-2, Medium Density Residential C-2, Thoroughfare Commercial
East	Vacant	I-1, Heavy Commercial & Lt Industrial
West	Vacant	R-2, Medium Density Residential

INFRASTRUCTURE:

Streets: North: 15th Street, Collector Street with 70' ROW on the MSP
South: None
East: None
West: Beechwood Avenue, Collector Street with 70' ROW on the MSP

If development occurs on this site, 15th Street and Beechwood Avenue would need to be improved to a minimum of 14' from centerline including pavement, curb and gutter, storm drains and sidewalk.

Water: The property currently has access to a 6" waterline along Ashwood Avenue and an 8" line on Razorback Road. There is also a 12" waterline nearby at the intersection of 15th Street and Razorback Road.

Any development of this site would require that an 8" main be extended to loop the 8" line on Razorback and the 6" line on Ashwood Avenue.

Sewer: The property currently has several existing sewer lines on-site, including a 24" line to the east and south and a 10" line along Beechwood Avenue to the west.

Fire: 1.0 miles from Fire Station #6. Normal driving time 1 min. 48 seconds. Water supply will be needed for new development.

LAND USE PLAN: General Plan 2020 designates this site Residential. Rezoning this property to R-2 is consistent with the land use plan and compatible with surrounding land uses in the area. The C-2 portion of this request is considered compatible due to past policy decisions by the City Council and the applicability of providing commercial property in the vicinity in order to encourage the development of amenities which will serve the residential uses and allow for mixed uses in this 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 is consistent with land use planning objectives, principles, and policies and with land use and zoning plans. The surrounding properties are largely undeveloped. Nearby uses include University facilities and single family homes to the south which are located within the R-2 district.

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

Finding: The proposal is to reconfigure properties which have already been approved with R-2 and C-2 designations. The request is justified in that the new configuration allows for a development plan that utilized 15th Street for commercial frontage while providing residential uses south of that area with additional access from Beechwood Ave.

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

Finding: The proposed zoning will not create or appreciably increase traffic danger and congestion. The major streets serving this site are currently under utilized and are developed in a manner which will carry significant amounts of traffic. Upon development, any improvements or capacity increases made necessary by a proposed project will be the responsibility of the developer.

The proposed zoning requests will not change the impact of these properties. The amount of commercial and residential property is not significantly changed from that which was approved in 2001. Based on the approved zoning actions in 2001, the developer did commission a traffic study in order to have a benchmark for bringing forward a development proposal. This traffic study will need to be amended to reflect the new zoning configuration should these requests be approved.

Collector streets border the subject property. The streets may need left turn lanes added or other modifications to accommodate increased traffic generated by the site. Traffic calming measures may also need to be explored with regard specifically to Beechwood Ave. north of the development. Standard street improvements to Beechwood and 15th Streets will also be required.

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: Population density will not be significantly altered from the current zoning designations.

At the time of development water main extensions will be necessary as stated in the attached staff comments. Several sewer lines are located on the property.

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

Craft, Tull & Associates, Inc.

901 N. 47th Street, Suite 200, Rogers, AR 72756 479.636.4838 Fax 479.631.6224 www.crafttull.com

May 16, 2003

RECEIVED

MAY 19 2003

PLANNING DIV.

Tim Conklin
City of Fayetteville, Planning
113 W. Mountain
Fayetteville, AR 72703

RE: Proposed Rezoning Request
On behalf of Tom Broyles
Beechwood Avenue and 15th Street
CTA Job No. 031016-00

Dear Tim:

This is a proposed rezoning request for Tom Broyles, located at the southeast corner of 15th street and Beechwood Avenue. The proposed zoning will include 7.45 acres of proposed C-2 zoning and 14.66 acres of R-2 zoning. The existing zoning for the full 22.11 acres is C-2 and R-2. It is the intent of this rezoning to move the current zoning line to a new configuration.

Checklist Item #5

- The property owner is teaming up with a new developer to develop the entire 22.11 acres with commercial adjacent to 15th street, and a multi-family development south of the commercial.
- The developer is ready to move on the project, but needs the rezoning in place before he starts.
- Water and sewer are available to the site. Access will be from Beechwood Avenue and 15th street.

Checklist Item #6

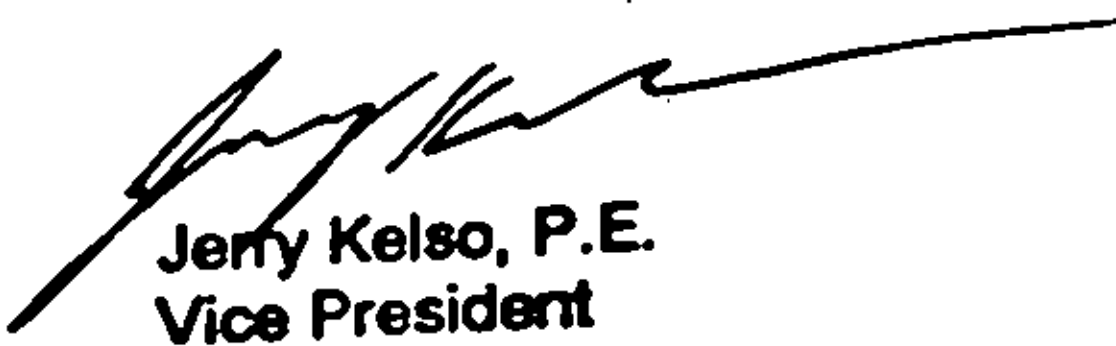
- The property is consistent with the City of Fayetteville's master Land use plan and the proposed zoning will be moving the existing zoning lines around.
- The proposed zoning is justified because the current zoning would not allow the commercial to have full frontage on 15th and multi-family to the back, which is typical of planning practices.
- The proposed zoning should not create an increase in traffic because it will be slightly less commercial than the current zoning.
- Since we are only adjusting current zoning lines, it should not alter population densities or have adverse impacts to public utilities.

- It is more desirable to have commercial along 15th street with multifamily to the back.

Should you have any questions, or require any additional information, please contact us at your convenience.

Very Truly Yours,

Crafton, Tull & Associates, Inc.



Jerry Kelso, P.E.
Vice President

Attachment:

RECEIVED
MAY 19 2003
PLANNING DIV.



FAYETTEVILLE

FIRE MARSHAL'S OFFICE

THE CITY OF FAYETTEVILLE, ARKANSAS

RECEIVED

JUN 03 2003

PLANNING DIV.

From: Fire Prevention Bureau

To: Planning Division

Date 06-03-03

REZONING ☒ ANNEXATION ☒

REZONING # 03-19.00 OWNER Broyles

ANNEXATION # 03-20.22 OWNER Broyles

LOCATION OF

PROPERTY FIFTEENTH STREET + BECHWOOD.

NEAREST FIRE STATION AND

LOCATION FIRE STATION #6 - HOLLYWOOD ST

RESPONSE TIME FROM FIRE STATION # 6 TO

LOCATION OF
PROPERTY 1 MINUTES 48 SECONDS.

TRAVEL MILES FROM FIRE STATION # 6 TO LOCATION OF
PROPERTY 1 mile.

COMMENTS ON FIRE DEPT.

ACCESS/ROADWAYS needed

EXISTING FIRE HYDRANTS? IF SO

LOCATION _____

WATER SUPPLY WITH HYDRANTS

NEEDED? yes - there should be water line in the area.

ADDITIONAL

COMMENTS. _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Rick Hoyt, Police Chief
Chris Bosch, Fire Chief
Greg Boettcher, Water & Wastewater Director
→ Matt Casey, Staff Engineer
Paul Libertini, Staff Engineer
FROM: Dawn Warrick, AICP, Zoning & Development Administrator
DATE: June 1, 2003

Response to Adequacy of Public Facilities for Rezoning Proposals

The Planning Commission bylaws identify five findings that the Planning Commission must make in order to determine the appropriateness of proposed zoning. Two of those findings pertain to other departments. The Fayetteville Planning Division is requesting your assistance in making those findings.

Planning Commission meeting date: June 9, 2003

Please submit response by: June 4, 2003 (12:00 p.m. - noon)

We have received an application for the following rezoning request(s). We ask that you make findings on these proposals with regard to the services you provide. Please address the findings provided in *italics*.

1. ANX 03-02.00: Annexation (Shiloh Community Church, PP 322) was submitted by Keystone Consultants, Inc. on behalf of Joe Jones, Pastor for property located north of Mt. Comfort Road and west of Ruppel Road. The subject property is in the county and contains approximately 3.93 acres. The request is to be annexed into the City of Fayetteville.
RZN 03-17.00: Rezoning (Shiloh Community Church, PP 322) was submitted by Keystone Consultants, Inc. on behalf of Joe Jones, Pastor for property located north of Mr. Comfort Road and west of Ruppel Road. The subject property is zoned A-1 and contains approximately 3.93 acres. The request is to rezone property to P-1, Institutional.

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

The property currently has access to a 4" and 8" water line along Mt. Comfort Road. There are also 8" lines proposed in the Clabber Creek Phase 2 subdivision located on the east side of this property. These lines should be sufficient to provide water service to the existing

is redeveloped of the site.

Sewer service is currently not available to the site. The nearest sewer main is located to the south of Mt. Comfort Road. This area of town has been identified as an area of concern for sewer service. The Hamstring Creek lift station is currently being upgraded to handle the existing flows and any development proposed at the time of the study earlier this year. This upgrade should be completed this summer.

If development occurs on this site, Mt. Comfort Rd. would need to be improved to a minimum of 14' from centerline including pavement, curb and gutter, storm drains and sidewalk.

2. ANX 03-03.00: Annexation (James Coger, PP 321) was submitted by Keystone Consultants, Inc. on behalf of James Coger for property located north of Mt. Comfort Road and west of Ruppel Road. The subject property is in the county and contains approximately 18.35 acres. The request is to be annexed into the City of Fayetteville. RZN
- 03-18.00: Rezoning (James Coger, PP 321) was submitted by Keystone Consultants, Inc. on behalf of James Coger for property located north of Mt. Comfort Road and west of Ruppel Road. The property is currently zoned A-1 and contains approximately 18.35 acres. The request is to rezone the subject property to R-1, Low Density Residential.

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

The property currently has access to a 4" and 8" water line along Mt. Comfort Road. There are also 8" lines proposed in the Clabber Creek Phase 2 subdivision located on the east side of this property. These lines should be sufficient to provide water service to development of this property.

Sewer service is currently not available to the site. The nearest sewer main is located to the south of Mt. Comfort Road. This area of town has been identified as an area of concern for sewer service. The Hamstring Creek lift station is currently being upgraded to handle the existing flows and any development proposed at the time of the study earlier this year. This upgrade should be completed this summer.

If development occurs on this site, Mt. Comfort Rd. would need to be improved to a minimum of 14' from centerline including pavement, curb and gutter, storm drains and sidewalk.

3. RZN 03-19.00: Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to R-2.

- *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*

The property currently has access to a 6" water line on Ashwood Ave. and an 8" line on Razorback Road. There is also a 12" waterline nearby at the intersection of 15th Street and Razorback Road. Any development of this site would require that an 8" main be extended to loop the 8" line on Razorback and the 6" line on Ashwood.

RZN 03-20.00
Tom Broyles 7.45 Acres
B. 2. Page 15

The site has several existing sewer lines located on the property.

Development of this property will require street improvements to Beechwood Ave. and 15th Street. This would include improvements to a minimum of 14' from centerline with pavement, curb and gutter, storm drains and sidewalks.

4. RZN 03-20.00: Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to C-2.

- *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*

The property currently has access to a 6" water line on Ashwood Ave. and an 8" line on Razorback Road. There is also a 12" waterline nearby at the intersection of 15th St. and Razorback Road. Any development of this site would require that an 8" main be extended to loop the 8" line on Razorback and the 6" line on Ashwood.

The site has several existing sewer lines located on the property.

Development of this property will require street improvements to Beechwood Ave. and 15th Street. This would include improvements to a minimum of 14' from centerline with pavement, curb and gutter, storm drains and sidewalks.

5. RZN 03-21.00: Rezoning (Nock, PP 439) was submitted by John Nock for property located at 4023 Wedington Drive. The property is currently zoned A-1, Agricultural and contains approximately 4.16 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

- *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.*

The property currently has access to an 18" water line on Wedington Drive. There are also a 12" and 8" line to the south on Ruppel Road.

The site has access to a 6" and 8" sewer on the west side of the property.

Street improvements will not be required for development of this property. Ruppel Rd. is currently under construction adjacent to this site, and Wedington is already improved at this location.

10 Annexation (Harrison, PP 256) was submitted by Monroe Harrison for the Petitioners for property located south of Rom's Orchard Road and east and west of Lancaster Lane. The property is in the county and contains approximately 22.05 acres. The request is to be annexed into the City of Fayetteville

- *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.*

The property currently has access to a 4" water line along Old Wire Road and a 4" line along Skillern Road. A 4" line is not sufficient to provide fire protection for this area. An extension of an 8" line to the properties would be required.

Sewer service is currently not available to the site. The nearest sewer main is located to the south of Skillern Road in the Savannah and Brookbury subdivisions.

Name Matt Casey Department Engineering

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Rick Hoyt, Police Chief
Chris Bosch, Fire Chief
Greg Boettcher, Water & Wastewater Director
Matt Casey, Staff Engineer
→ Paul Libertini, Staff Engineer

FROM: Dawn Warrick, AICP, Zoning & Development Administrator

DATE: June 1, 2003

Response to Adequacy of Public Facilities for Rezoning Proposals

The Planning Commission bylaws identify five findings that the Planning Commission must make in order to determine the appropriateness of proposed zoning. Two of those findings pertain to other departments. The Fayetteville Planning Division is requesting your assistance in making those findings.

Planning Commission meeting date: June 9, 2003

Please submit response by: June 4, 2003 (12:00 p.m. - noon)

We have received an application for the following rezoning request(s). We ask that you make findings on these proposals with regard to the services you provide. Please address the findings provided in *italics*.

1. ANX 03-02.00: Annexation (Shiloh Community Church, PP 322) was submitted by Keystone Consultants, Inc. on behalf of Joe Jones, Pastor for property located north of Mt. Comfort Road and west of Ruppel Road. The subject property is in the county and contains approximately 3.93 acres. The request is to be annexed into the City of Fayetteville.
RZN 03-17.00: Rezoning (Shiloh Community Church, PP 322) was submitted by Keystone Consultants, Inc. on behalf of Joe Jones, Pastor for property located north of Mr. Comfort Road and west of Ruppel Road. The subject property is zoned A-1 and contains approximately 3.93 acres. The request is to rezone property to P-1, Institutional.

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- This proposal would probably warrant adding a left turn lane on Mt. Comfort Road. Additionally, traffic generated from this site will contribute to the need to overall widening and upgrading of Mt. Comfort Road which is a minor arterial.

2. **ANX 03-03.00: Annexation** (James Coger, PP 321) was submitted by Keystone Consultants, Inc. on behalf of James Coger for property located north of Mt. Comfort Road and west of Ruppel Road. The subject property is in the county and contains approximately 18.35 acres. The request is to be annexed into the City of Fayetteville.

RZN 03-18.00: Rezoning (James Coger, PP 321) was submitted by Keystone Consultants, Inc. on behalf of James Coger for property located north of Mt. Comfort Road and west of Ruppel Road. The property is currently zoned A-1 and contains approximately 18.35 acres. The request is to rezone the subject property to R-1, Low Density Residential.

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- This proposal would probably warrant adding a left turn lane on Mt. Comfort Road. Additionally, traffic generated from this site will contribute to the need to overall widening and upgrading of Mt. Comfort Road which is a minor arterial.

3. **RZN 03-19.00: Rezoning** (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to R-2.

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- 15th Street, Beechwood Avenue & 18th Street are collector streets which border the subject property. The streets may need left turn lanes added to accommodate the increased traffic generated by the site. The existing geometry (horizontal curves) should be evaluated by the consultant engineer to determine if the curves need to be increased to meet collector street standards including sight distance. Beechwood Avenue going north from the site is a local street. This development may need to look at construction some traffic calming measures to insure that site generated traffic does not impact this local street.

4. **RZN 03-20.00: Rezoning** (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to C-2.

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- 15th Street, Beechwood Avenue & 18th Street are collector streets which border the subject property. The streets may need left turn lanes added to accommodate the increased traffic generated by the site. The existing geometry (horizontal curves) should be evaluated by the consultant engineer to determine if the curves need to be increased to meet collector street standards including sight distance. Beechwood Avenue going north from the site is a local street. This development may need to look at construction

some traffic calming measures to insure that site generated traffic does not impact this local street.

5. RZN 03-21.00: Rezoning (Nock, PP 439) was submitted by John Nock for property located at 4023 Wedington Drive. The property is currently zoned A-1, Agricultural and contains approximately 4.16 acres. The request is to rezone the subject property to C-1, Neighborhood Commercial.

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

6. ANX 02-01.10 Annexation (Harrison, PP 256) was submitted by Monroe Harrison for the Petitioners for property located south of Rom's Orchard Road and east and west of Lancaster Lane. The property is in the county and contains approximately 22.05 acres. The request is to be annexed into the City of Fayetteville

- *A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.*
- Annexation the existing homes into the City will not impact the existing road system. Any changes to the zoning to increase densities will impact the road system.

Name Paul Libertini, P.E. Department Engineering

RZN03-20.00

Close Up View

BROYLES



N

PRIVATE DR

BEECHWOOD AVE

I-2

I-1

100' 100'

15th St

R-2

R-2

C-2

I-1

SUBJECT PROPERTY

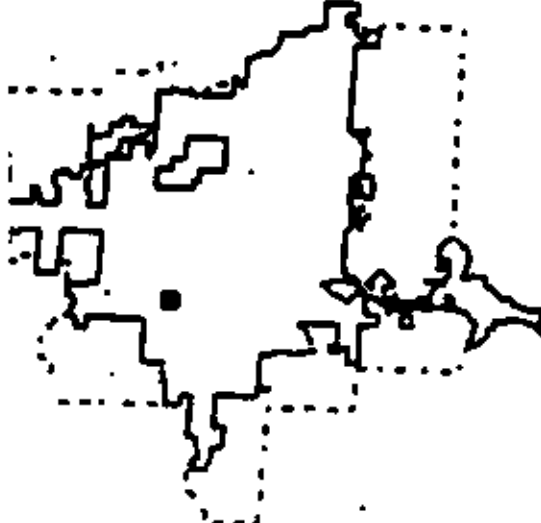
R-2

R-2

I-1

15th St

Overview



Legend

RZN03-20.00

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

City Limits

Outside City

Master Street Plan

Freeway/Expressway

Principal Arterial

Minor Arterial

Collector

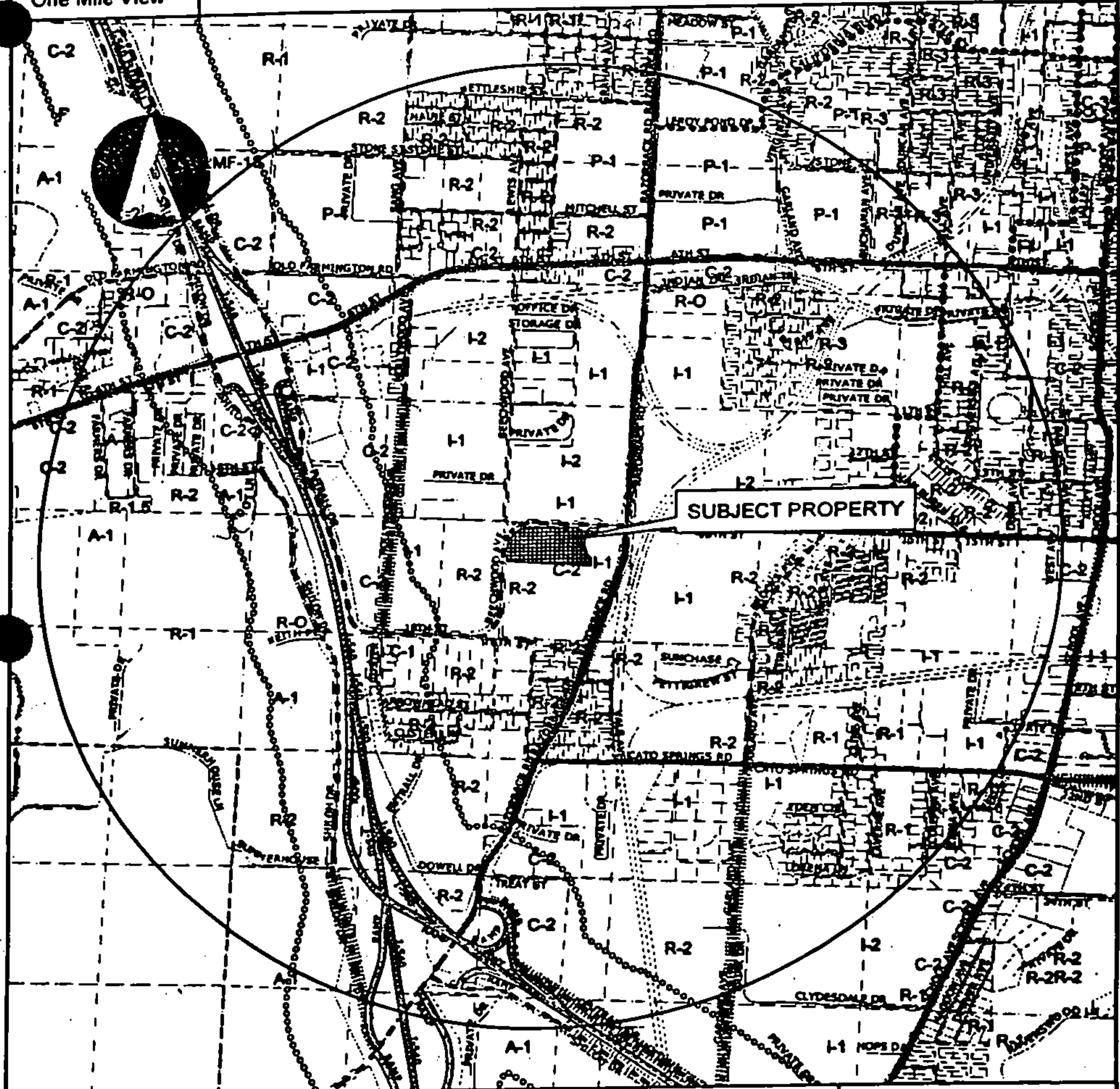
Historic Collector

0 75 150 300 450 600 Feet

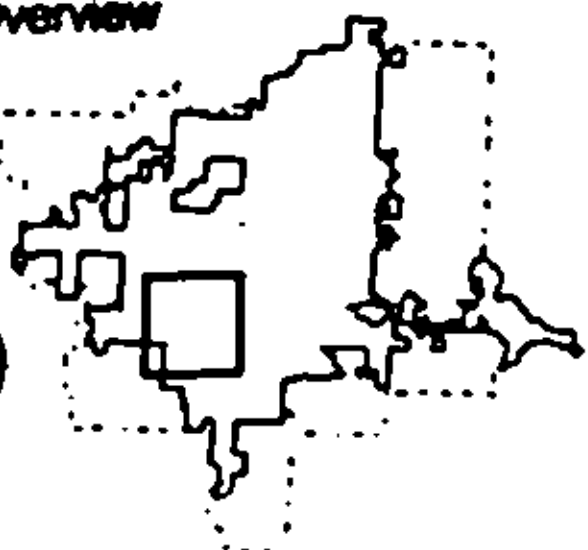
RZN03-20.00

BROYLES

One Mile View



Overview



Legend

Subject Property



RZ403-20.00

Streets

✓ **Explain**



Handwritten:

Boundary

Planning Area



Overlay District

City Limits

☐ Outside City

Master Street Plan

Protein Expression

 **Principal Arterial** Library Activated

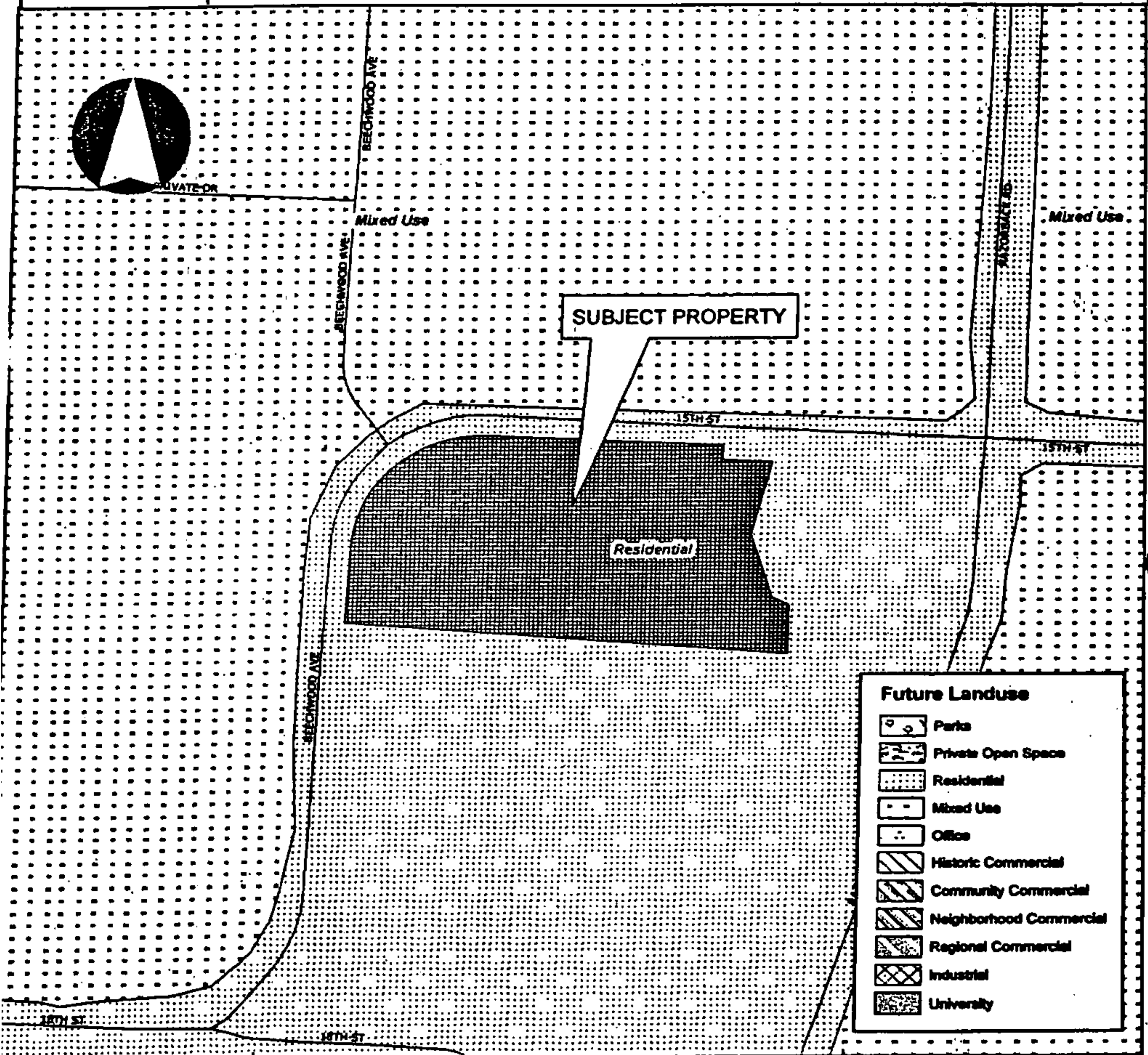
Collector

Historic Collector

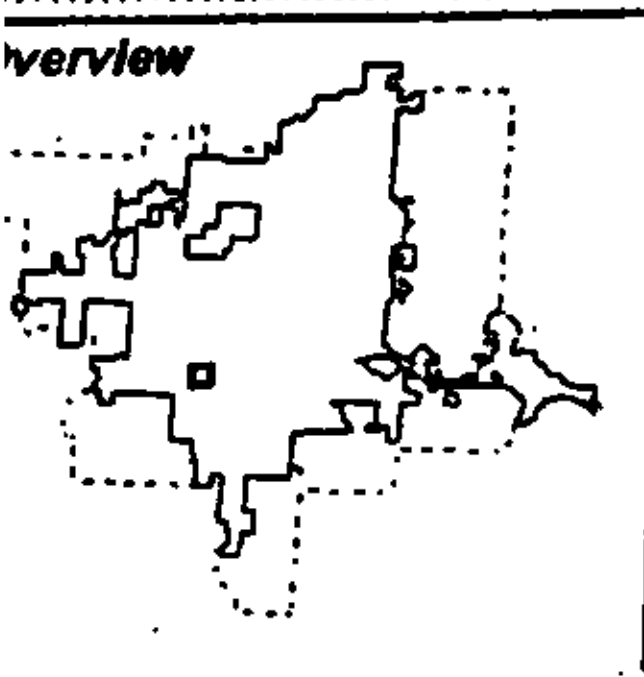
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RZN03-20.00
Future Landuse

BROYLES



- Future Landuse**
- Parks
 - Private Open Space
 - Residential
 - Mixed Use
 - Office
 - Historic Commercial
 - Community Commercial
 - Neighborhood Commercial
 - Regional Commercial
 - Industrial
 - University



- Legend**
- Subject Property**
RZN03-20.00
- Streets**
Existing
Planned
- Boundary**
Planning Area
Overlay District
City Limits

RZN 03-20.00: Rezoning (Broyles, PP 599) was submitted by Crafton, Tull and Associates on behalf of Tom Broyles for property located east of Beechwood Avenue and south of 15th Street. The property is currently zoned C-2, Thoroughfare Commercial and R-2, Medium Density Residential. The request is to move the current zoning line to a new configuration with the subject property being rezoned to C-2.

Hoover: On to item number nine, RZN 03-20, the companion item. Dawn, do you want to address this?

Warrick: I don't really have anything in addition. I tried to address them both together. If you have any questions I will be happy to answer them.

Hoover: Ok. Does the applicant have anything to add to this one?

Kelso: The same as the last one.

Hoover: Thank you. Is there any member of the audience that would like to address this RZN 03-20? Seeing none, I will bring it back to the Commissioners.

MOTION:

Estes: To complete the applicant's zoning configuration, I would move for approval of RZN 03-20.00 forwarding it to the City Council for their consideration as with the rezoning request RZN 03-19.

Hoover: I have a motion by Commissioner Estes.

Shackelford: Second.

Hoover: A second by Commissioner Shackelford. Is there any more discussion? Renee, will you call the roll please?

Roll Call: Upon the completion of roll call the motion to forward RZN 03-20.00 to the City Council was approved by a vote of 9-0-0.

Thomas: The motion carries nine to zero.

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

Zoning Map Adoption
B. 3. Page 1 x AGENDA REQUEST

For the Fayetteville City Council Meeting of:

July 1, 2003

FROM:

Tim ConklinCommunity Planning & EngineerinCP&E

Name

Division

Department

ACTION REQUIRED: Ordinance Approval

SUMMARY EXPLANATION:

An ordinance adopting a new official zoning map and incorporating the renamed zoning districts on the new official zoning map as adopted in Title 15 of the Unified Development Code of the Fayetteville Code of Ordinances.

STAFF RECOMMENDATION: Approval.

Received in Mayor's Office

6/16/03
Date J.H.

Division Head

Date

D. J. Whit6/16/03
Date

City Attorney

Department Director

Date

[Signature]6-13-03
Date

Finance & Internal Services Dir.

Date

[Signature]6-16-03
Date

Chief Administrative Officer

Date

[Signature]6-17-03
Date

Mayor

Date

[Signature]

Cross Reference:

Previous Ord/Res#:

Orig. Contract Date:

Orig. Contract Number:

New Item:

Yes

No



ORDINANCE NO. _____

AN ORDINANCE ADOPTING A NEW OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE AND INCORPORATING THE RENAMED ZONING DISTRICTS ON THE NEW OFFICIAL ZONING MAP AS ADOPTED IN TITLE 15: THE UNIFIED DEVELOPMENT CODE OF THE FAYETTEVILLE CODE OF ORDINANCES.

WHEREAS, Ordinance No. 4489 adopted the Unified Development Code which created, and refers to throughout, specific zoning districts within the City of Fayetteville, Arkansas; and

WHEREAS, three copies of proposed Official Zoning Map of the City of Fayetteville are filed in the office of the City Clerk and have been available for the public to inspect and view prior to passage of this ordinance; and

WHEREAS, proper notice by publication in a newspaper of general circulation within Fayetteville stating that copies of the proposed Official Zoning Map of the City of Fayetteville are available and open to public inspection in the City Clerk's office prior to the passage of this ordinance; and

WHEREAS, the city needs to adopt a new official zoning map to replace the 1970 zoning map that has been amended hundreds of times over the last 33 years; and

WHEREAS, a new Official Zoning Map will provide a more detailed and accurate depiction of the current zoning designations.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adopts the Official Zoning Map of the City of Fayetteville attached hereto as Exhibit A and made a part hereof by reference.

PASSED and APPROVED this the 1st day of July, 2003.

APPROVED:

DRAFT

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

CC Meeting of July 1, 2003

FAYETTEVILLE

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

New Official Zoning Map

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, A.L.C.P., Community Planning & Engineering Services Director T.C.
DATE: June 12, 2003

Background:

The City of Fayetteville on June 29, 1970 adopted a new zoning map. Over the last 33 years, the Board of Directors and City Council have amended this map hundreds of times through the rezoning process. The 1970 zoning map was a hand drawn map at a scale of 1 inch equal to 1000'. The City in the mid 1990's began the process to convert the zoning map into a digital map as part of creating the City's geographic information system. This process to convert the zoning map into a digital map has resulted in the ability to "zoom down" to an individual lot in the City.

Staff has spent the last year reviewing the hundreds of zoning map amendments to verify that the digital map is accurate along with verifying what was approved in 1970. The new map incorporates the 33 years of amendments.

Current Status:

The proposed new official zoning map will be heard by the Planning Commission on June 23, 2003. Staff will forward the Planning Commission minutes and recommendation to the City Council at agenda session.

Recommendation:

Staff recommends approval of the new official zoning map.

STAFF REVIEW FORM - FINANCIAL OBLIGATION

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council Meeting of: 15 July 1, 2003

FROM:

Paul Libertini *P.L.* Engineering Comm. Planning & Engineering Svcs.
Name Division Department

ACTION REQUIRED: Award a construction contract to **Township Builders, Inc.** in the amount of \$596,446.00 and approve \$60,000.00 for project contingency for Bid No. 03-29, **Sang/Hollywood & 6th Street Intersection Improvements**. Also, approve the attached Budget Adjustment in the amount of \$80,564.00 which will cover a portion of project contingency, and \$35,000 for in-house engineering services and materials testing.

COST TO CITY:

\$656,446.00	\$ 942,869.00	Hollywood St-6th & Sang Ave Int.
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5809.00	\$ 331,987.00	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
00019.20	\$ 610,882.00	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature] 6-19-2003
Budget Manager Date

CONTRACT/GRANT/LEASE REVIEW:

<i>[Signature]</i> 6/19/03	<i>[Signature]</i> 6/20/03
Accounting Manager Date	Internal Auditor Date
<i>[Signature]</i> (where's the contract?) 6/20/03	
City Attorney Date	Purchasing Manager Date

STAFF RECOMMENDATION: Approval of the action items listed above.

[Signature] 6/19/03
Division Head Date

Received in Mayor's Office 6/20/03
Date *[Signature]*

[Signature] 6-19-03
Department Director Date

Cross Reference:

[Signature] 6-20-03
Finance & Internal Services Dir. Date

Previous Ord/Res#: 176-02

[Signature] 6-21-03
Chief Administrative Officer Date

Orig. Contract Date: _____

[Signature] 6/22/03
Mayor Date

Orig. Contract Number: _____

New Item: Yes ☒ No

Description Hollywood St-6th & Sang Ave Int. Meeting Date: July 1, 2003

Comments:

Budget Manager

Reference Comments:

Accounting Manager

No Contract for review.

City Attorney

There's a contract?

Purchasing Manager

ADA Coordinator

Internal Auditor

Grants Coordinator

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH TOWNSHIP BUILDERS, INC. IN THE AMOUNT OF \$596,446.00 PLUS A PROJECT CONTINGENCY IN THE AMOUNT OF \$60,000.00 FOR THE SANG AVENUE AND HOLLYWOOD INTERSECTION WITH 6TH STREET IMPROVEMENTS AND TO APPROVE A BUDGET ADJUSTMENT OF \$80,564.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a construction contract pursuant to Project Manual Bid #03-29 (attached as Exhibit A) awarded to low bidder Township Builders, Inc. in the amount of \$596,446.00 plus a project contingency of \$60,000.00, and a budget adjustment (attached as Exhibit B) in the amount of \$80,564.00.

PASSED and APPROVED this the 15th day of July, 2003.

APPROVED:

By: _____
DAN COODY, Mayor

DRAFT

ATTEST:

By: _____
Sondra Smith, City Clerk

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council
Mayor Dan Coody

Thru: Tim Conklin, Director, Community Planning & Engineering Services *T.C.*
Gary Coover, City Engineer

From: Paul Libertini, Staff Engineer *P.L.*

Date: June 19, 2003

Re: **Agenda Request, Council Meeting of July 1, 2003**
Sang/Hollywood & 6th Street Intersection Improvements

Background:

This construction project is in the approved Capital Improvements Program. This intersection improvement will relocate a portion of Sang Avenue to align with Hollywood Avenue at the intersection of Highway 180 (6th Street) and add signalization to the newly constructed intersection. This project will also install 320 LF of 18" PVC water line and 360 LF of 8" PVC water line (The 18" line is a portion of a larger project which is identified in the Unfunded CIP). This intersection serves Ramay Junior High, Fayetteville High School West Campus, the bus barn for Fayetteville School District #1, and Fire Station #6. A traffic study was performed by AHTD and the results showed that this intersection met the warrants for signalization. Engineering Services utilized in-house design staff to develop construction plans which have been approved and permitted by AHTD.

Current Status:

A Bid Opening was held on Wednesday, June 18th at 2:00 pm with the following results:

Engineer's Estimate (City)	\$587,170.50
Township Builders, Inc.	\$596,466.00
Mobley Contractors, Inc.	\$603,903.20
APAC-McClinton Anchor	\$657,905.80

(A full bid tabulation sheet is attached.)

Recommendation:

Staff recommends that the City Council award the construction contract to ***Township Builders, Inc.*** in the amount of **\$596,466.00**, approve \$60,000.00 for project contingency, and approve a Budget Adjustment in the amount of \$80,564.00 for in-house engineering services and materials testing.

Sang/Hollywood & 6th Street Intersection Improvements

BID #03-29, BID TABULATION FORM
BID OPENING - JUNE 18, 2003 @ 2:00PM
City of Fayetteville, Arkansas

ID	Description	Unit	Township Builders, Inc.		Mobley Contractors, Inc.		APAC-McClinton Assoc.		Median Value		City of Fayetteville	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	LS	\$39,000.00	\$39,000.00	\$27,033.12	\$27,033.12	\$16,300.00	\$16,300.00	\$27,033.12	\$27,033.12	\$10,000.00	\$10,000.00
2	Construction Staking	LS	\$10,000.00	\$10,000.00	\$18,690.75	\$18,690.75	\$18,100.00	\$18,100.00	\$18,100.00	\$18,100.00	\$8,000.00	\$8,000.00
3	Maintenance of Traffic	LS	\$35,575.00	\$35,575.00	\$18,694.00	\$18,694.00	\$16,700.00	\$16,700.00	\$18,694.00	\$18,694.00	\$30,000.00	\$30,000.00
4	Tree Protection Fencing	LP	\$4.00	\$400.00	\$6.88	\$688.00	\$2.20	\$220.00	\$4.00	\$400.00	\$7.00	\$700.00
5	Excavation Safety	LS	\$2,000.00	\$2,000.00	\$703.63	\$703.63	\$2,350.00	\$2,350.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
6	Clearing and Grubbing	LS	\$6,000.00	\$6,000.00	\$6,383.00	\$6,383.00	\$5,100.00	\$5,100.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00
7	R & D Curb & Gutter	LP	\$5.00	\$7,710.00	\$4.38	\$6,753.96	\$4.40	\$6,784.80	\$4.40	\$6,784.80	\$10.00	\$15,420.00
8	R & D Drainage Pipes	LP	\$9.00	\$1,809.00	\$10.25	\$2,060.25	\$10.90	\$2,190.90	\$10.25	\$2,060.25	\$30.00	\$6,030.00
9	R & D Asphalt Pavement & Driveways	SY	\$5.00	\$11,250.00	\$2.03	\$4,612.50	\$4.30	\$9,675.00	\$4.30	\$9,675.00	\$12.00	\$27,000.00
10	R & D Concrete Pavement & Driveways	SY	\$8.00	\$7,248.00	\$7.90	\$7,157.40	\$4.60	\$4,167.60	\$7.90	\$7,157.40	\$20.00	\$18,120.00
11	R & D Concrete Sidewalk	SY	\$5.00	\$960.00	\$10.73	\$2,060.16	\$4.10	\$787.20	\$5.00	\$960.00	\$12.00	\$2,304.00
12	R & D Asphalt Sidewalk	SY	\$4.00	\$880.00	\$9.37	\$2,061.40	\$3.80	\$836.00	\$4.00	\$880.00	\$10.00	\$2,200.00
13	R & D Drop Inlet	EA	\$500.00	\$1,500.00	\$814.67	\$2,444.01	\$250.00	\$750.00	\$500.00	\$1,500.00	\$800.00	\$2,400.00
14	R & D Concrete Flume	EA	\$300.00	\$300.00	\$2,060.50	\$2,060.50	\$230.00	\$230.00	\$300.00	\$300.00	\$300.00	\$300.00
15	Unclassified Excavation	CY	\$11.00	\$18,205.00	\$14.68	\$24,295.40	\$13.70	\$22,673.50	\$13.70	\$22,673.50	\$15.00	\$24,825.00
16	Compacted Subgrade-Select Hillside Material (Borrow)	CY	\$16.00	\$31,440.00	\$17.42	\$34,230.30	\$29.70	\$58,360.50	\$17.42	\$34,230.30	\$20.00	\$39,300.00
17	Borrow (Unclassified Fill)	CY	\$16.00	\$3,200.00	\$13.33	\$2,666.00	\$16.70	\$3,340.00	\$16.00	\$3,200.00	\$20.00	\$4,000.00
18	Undercut and Backfill	CY	\$19.00	\$3,800.00	\$23.47	\$4,694.00	\$25.00	\$5,000.00	\$23.47	\$4,694.00	\$30.00	\$6,000.00
19	6" Aggregate Base Course (Class 7)	TN	\$20.00	\$20,000.00	\$22.84	\$22,840.00	\$19.20	\$19,200.00	\$20.00	\$20,000.00	\$20.00	\$20,000.00
20	Concrete Curb and Gutter	LP	\$11.00	\$15,400.00	\$9.35	\$13,090.00	\$11.50	\$16,100.00	\$11.00	\$15,400.00	\$12.00	\$16,800.00
21	4" ACHM Bladder Course (Type 2)	TN	\$66.00	\$31,350.00	\$46.46	\$22,068.50	\$50.00	\$23,750.00	\$50.00	\$23,750.00	\$60.00	\$28,500.00
22	2" ACHM Surface Course (Type 2)	TN	\$66.00	\$16,500.00	\$53.41	\$13,352.50	\$57.50	\$14,375.00	\$53.41	\$13,352.50	\$60.00	\$15,000.00
23	18-inch Reinforced Concrete Pipe (RCP)	LP	\$50.00	\$1,000.00	\$127.12	\$2,542.40	\$41.00	\$820.00	\$50.00	\$1,000.00	\$40.00	\$800.00
24	24-inch Reinforced Concrete Pipe (RCP)	LP	\$65.00	\$7,735.00	\$50.24	\$5,978.56	\$55.00	\$6,545.00	\$55.00	\$6,545.00	\$50.00	\$5,950.00
25	24-inch Flared End Section (FES) (RCP) w/ Curtain Wall	EA	\$1,300.00	\$1,300.00	\$1,677.02	\$1,677.02	\$950.00	\$950.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00
26	Drop Inlet (Type "C" 4'x4' or "MO" 4' Dia.)	EA	\$2,200.00	\$11,000.00	\$3,341.67	\$16,708.35	\$3,480.00	\$17,400.00	\$3,341.67	\$16,708.35	\$3,000.00	\$15,000.00
27	Drop Inlet Extension (4')	EA	\$600.00	\$3,000.00	\$1,039.20	\$5,296.00	\$530.00	\$2,650.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00
28	Convert Grate Inlet to Junction Box	EA	\$1,200.00	\$1,200.00	\$2,778.53	\$2,778.53	\$3,080.00	\$3,080.00	\$2,778.53	\$2,778.53	\$1,000.00	\$1,000.00
29	Adjust Manhole to Finished Grade	EA	\$600.00	\$600.00	\$898.95	\$898.95	\$1,100.00	\$1,100.00	\$898.95	\$898.95	\$600.00	\$600.00
30	Adjust Water Valve to Finished Grade	EA	\$100.00	\$100.00	\$364.00	\$364.00	\$270.00	\$270.00	\$270.00	\$270.00	\$400.00	\$400.00
31	Articulated Cellular Concrete Interlocking Blocks	SP	\$18.00	\$3,240.00	\$40.71	\$7,327.80	\$14.60	\$2,628.00	\$18.00	\$3,240.00	\$12.00	\$2,160.00
32	Concrete Sidewalk (4") w/ Agg. Base (4")	SY	\$34.00	\$20,400.00	\$37.25	\$22,350.00	\$49.75	\$29,850.00	\$37.25	\$22,350.00	\$35.00	\$21,000.00
33	Concrete Access Ramp (4") w/ Agg. Base (4")	SY	\$70.00	\$4,900.00	\$80.38	\$5,640.60	\$57.30	\$4,011.00	\$70.00	\$4,900.00	\$40.00	\$2,800.00
34	Detachable Warning Surfaces	SP	\$40.00	\$4,800.00	\$39.60	\$4,752.00	\$54.20	\$6,504.00	\$40.00	\$4,800.00	\$50.00	\$6,000.00
35	Concrete Driveway (6") w/ Agg. Base (4")	SY	\$40.00	\$12,000.00	\$47.84	\$14,352.00	\$61.75	\$18,525.00	\$47.84	\$14,352.00	\$40.00	\$12,000.00
36	Seeding and Mulching	AC	\$3,000.00	\$1,800.00	\$3,683.33	\$2,210.00	\$6,080.00	\$3,648.00	\$3,683.33	\$2,210.00	\$4,000.00	\$2,400.00
37	Solid Sodding	SY	\$4.00	\$1,800.00	\$4.40	\$1,980.00	\$7.90	\$3,555.00	\$4.40	\$1,980.00	\$6.00	\$2,700.00
38	Imported Top Soil	CY	\$15.00	\$6,000.00	\$21.78	\$8,712.00	\$55.00	\$22,000.00	\$21.78	\$8,712.00	\$25.00	\$10,000.00
39	Straw Bales (E-1)	EA	\$12.00	\$1,200.00	\$14.06	\$1,406.00	\$11.50	\$1,150.00	\$12.00	\$1,200.00	\$15.00	\$1,500.00
40	Silt Fence (E-3)	LP	\$3.00	\$1,200.00	\$5.09	\$2,036.00	\$4.30	\$1,720.00	\$4.30	\$1,720.00	\$5.00	\$2,000.00
41	Drop Inlet Silt Fence (E-6)	EA	\$100.00	\$600.00	\$43.32	\$2,599.20	\$145.00	\$870.00			\$100.00	\$600.00
TOTAL				\$348,502.00		\$337,929.51		\$337,929.51		\$337,929.51		\$337,929.51

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

Township Builders, Inc.
C. 1. Page 7

Budget Year 2003	Department: CP&E Services Division: Engineering Program: Sales Tax Capital Improvements	Date Requested 7/1/2003	Adjustment Number
--------------------------------	---	---------------------------------------	-------------------

Project or Item Requested: \$80,564 in the Sang/Hollywood & 6th Street Intersection improvements capital project.	Project or Item Deleted: \$80,564 from the Interest-Investments account in the Sales Tax Capital Improvements Fund.
--	--

Justification of this Increase: The funding is needed for the approval of a contract and project contingency with Township Builders, Inc. In addition \$35,000 is needed for the personnel cost of In-House Engineering Services provided and for materials testing.	Justification of this Decrease: For 2003, there is additional revenue received over budgeted to comply with this request.
---	---

Increase Expense (Decrease Revenue)							
Account Name		Account Number				Amount	Project Number
Street improvements		4470	9470	5809	00	80,564	00019 1

Decrease Expense (Increase Revenue)							
Account Name		Account Number				Amount	Project Number
Interest-investments		4470	0947	4708	00	80,564	

Approval Signatures		Budget Office Use Only			
	6/19/03	Type:	A	B	C
Requested By	Date		☒ D		E
	6-11-2003	Date of Approval			
Budget Manager	Date		Date		Initial
	6-19-03	Posted to General Ledger			
Department Director	Date		Date		Initial
	6-20-03	Posted to Project Accounting			
Finance & Internal Services Director	Date		Date		Initial
_____ Mayor	Date	Entered in Category Log			
			Date		Initial

City Of Fayetteville
(Not a Purchase Order)

Vendor #: 11390 Vendor Name: Township Builders, Inc.

Address: PO Box 7252 Fob Point: Fayetteville, AR

City: Little Rock State: AR Zip Code: 72217 Ship to code: 90

Requester: Paul Libertini Requester's Employee #: 1516

Extension: 419 Division Head Approval: *Paul Libertini*

Requisition No.: Date: 6/19/2003

P.O. Number: Expected Delivery Date:

Mail Yes: No: XX Taxable Yes: No: XX Quotes Attached Yes: No:

Project/Subproject # 00019.20 Inventory # Fixed Asset #

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Construction Contract for Sang/Hollywood & 6th Street Intersection Improvements	1			\$596,446.00	4470.9470.5809.00			
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions: Please Return PO to Engineering

Subtotal: \$596,446.00
Tax: \$0.00
Total: \$596,446.00

provals:

your: Department Director: *Paul Libertini*

ance & Internal Services Director: Budget Manager:

patch Manager: Utilities Manager:

Purchasing Manager:

IT Manager: Other:

Section 00300

BID FORM

Contract #03-29

***Sang/Hollywood & 6th Street Intersection Improvements
Fayetteville, Arkansas***

Bid of Township Builders, Inc. (hereinafter called "Bidder"), a corporation, organized and existing under the laws of the State of Arkansas, or a partnership, or an individual doing business as N/A.

To: City of Fayetteville, (hereinafter called the "Owner"):

The Bidder, in compliance with the Owner's Advertisement For Bids on June 2nd & June 9th, 2003, and having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including normal inclement weather conditions and the availability of materials, and labor, hereby proposes to furnish all labor, materials, and equipment to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents. The costs of miscellaneous material items not listed below that are required for a complete job shall be included in the prices below and shall not be a cause for an extra.

Bidder hereby agrees to commence work under this contract on or before a date to be agreed upon by the Contractor and the Owner, and to substantially complete the project within 180 consecutive calendar days thereafter as stipulated in the General Conditions, and to fully complete the project within 210 consecutive calendar days after that agreed date.

Bidder acknowledges receipt of the following addendum

<u>Addendum No.</u>	<u>Subject</u>
<u>None Received</u>	

Sang/Hollywood & 6th Street Intersection Improvements

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
1	1	Lump Sum	Mobilization	
			<u>Thirty Nine Thousand & 00</u> dollars (\$ <u>39,000.00</u>)/LS amount written in words in figures	\$ <u>39,000.00</u> in figures
2	1	Lump Sum	Construction Staking	
			<u>Ten Thousand & 00</u> dollars (\$ <u>10,000.00</u>)/LS amount written in words in figures	\$ <u>10,000.00</u> in figures
3	1	Lump Sum	Maintenance of Traffic	
			<u>Thirty Five Thousand Five Hundred Seventy Five & 00</u> dollars (\$ <u>35,575.00</u>)/LS amount written in words in figures	\$ <u>35,575.00</u> in figures
4	100	Lin Ft	Tree Protection Fencing	
			<u>Four & 00</u> dollars (\$ <u>4.00</u>)/LF amount written in words in figures	\$ <u>400.00</u> in figures
5	1	Lump Sum	Excavation Safety	
			<u>Two Thousand & 00</u> dollars (\$ <u>2,000.00</u>)/LS amount written in words in figures	\$ <u>2,000.00</u> in figures
6	1	Lump Sum	Clearing and Grubbing	
			<u>Six Thousand & 00</u> dollars (\$ <u>6,000.00</u>)/LS amount written in words in figures	\$ <u>6,000.00</u> in figures
7	1,542	Lin Ft	R & D Curb and Gutter	
			<u>Five & 00</u> dollars (\$ <u>5.00</u>)/LF amount written in words in figures	\$ <u>7,710.00</u> in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
8	201	Lin Ft	R & D Drainage Pipes	
	<u>Nine</u> ⁰⁰	dollars	(\$ <u>9.00</u>)/LF	\$ <u>1,809.00</u>
	amount written in words		in figures	in figures
9	2,250	Sq Yd	R & D Asphalt Pavement & Driveways	
	<u>Five</u> ⁰⁰	dollars	(\$ <u>5.00</u>)/SY	\$ <u>11,250.00</u>
	amount written in words		in figures	in figures
10	906	Sq Yd	R & D Concrete Pavement & Driveways	
	<u>Eight</u> ⁰⁰	dollars	(\$ <u>8.00</u>)/SY	\$ <u>7,248.00</u>
	amount written in words		in figures	in figures
11	192	Sq Yd	R & D Concrete Sidewalk	
	<u>Five</u> ⁰⁰	dollars	(\$ <u>5.00</u>)/SY	\$ <u>960.00</u>
	amount written in words		in figures	in figures
12	220	Sq Yd	R & D Asphalt Sidewalk	
	<u>Five</u> ⁰⁰	dollars	(\$ <u>4.00</u>)/SY	\$ <u>880.00</u>
	amount written in words		in figures	in figures
13	3	Each	R & D Drop Inlet	
	<u>Five Hundred</u> ⁰⁰	dollars	(\$ <u>500.00</u>)/EA	\$ <u>1,500.00</u>
	amount written in words		in figures	in figures
14	1	Each	R & D Concrete Flume	
	<u>Three Hundred</u> ⁰⁰	dollars	(\$ <u>300.00</u>)/EA	\$ <u>300.00</u>
	amount written in words		in figures	in figures
15	1,655	Cu Yd	Unclassified Excavation	
	<u>Eleven</u> ⁰⁰	dollars	(\$ <u>11.00</u>)/CY	\$ <u>18,205.00</u>
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
16	1,965	Cu Yd	Compacted Subgrade - Select Hillside Material (Borrow)	
	<u>Sixteen & 00</u>	dollars	(\$ <u>16.00</u>)/CY	\$ <u>31,440.00</u>
	amount written in words		in figures	in figures
17	200	Cu Yd	Borrow (Unclassified Fill)	
	<u>Sixteen & 00</u>	dollars	(\$ <u>16.00</u>)/CY	\$ <u>3,200.00</u>
	amount written in words		in figures	in figures
18	200	Cu Yd	Undercut & Backfill	
	<u>Nineteen & 00</u>	dollars	(\$ <u>19.00</u>)/CY	\$ <u>3,800.00</u>
	amount written in words		in figures	in figures
19	1,000	Tons	6" Aggregate Base Course (Class 7)	
	<u>Twenty & 00</u>	dollars	(\$ <u>20.00</u>)/TN	\$ <u>20,000.00</u>
	amount written in words		in figures	in figures
20	1,400	Lin Ft	Concrete Curb and Gutter	
	<u>eleven & 00</u>	dollars	(\$ <u>11.00</u>)/LF	\$ <u>15,400.00</u>
	amount written in words		in figures	in figures
21	475	Tons	4" ACHM Binder Course (Type 2)	
	<u>Sixty Six & 00</u>	dollars	(\$ <u>66.00</u>)/TN	\$ <u>31,350.00</u>
	amount written in words		in figures	in figures
22	250	Tons	2" ACHM Surface Course (Type 2)	
	<u>Sixty Six & 00</u>	dollars	(\$ <u>66.00</u>)/TN	\$ <u>16,500.00</u>
	amount written in words		in figures	in figures
23	20	Lin Ft	18-inch Reinforced Concrete Pipe (RCP)	
	<u>Fifty & 00</u>	dollars	(\$ <u>50.00</u>)/LF	\$ <u>1,000.00</u>
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
24	119	Lin Ft	24-inch Reinforced Concrete Pipe (RCP)	
	<u>Sixty Five 4⁰⁰</u>	dollars	(\$ <u>65.00</u>)/LF	\$ <u>7,735.00</u>
	amount written in words		in figures	in figures
25	1	Each	24-inch Flared End Section (FES) (RCP) w/ Curtain Wall	
	<u>one thousand three hundred 4⁰⁰</u>	dollars	(\$ <u>1,300.00</u>)/EA	\$ <u>1,300.00</u>
	amount written in words		in figures	in figures
26	5	Each	Drop Inlet (Type 'C' 4 Ft. x 4 Ft. or 'MO' 4 Ft. Dia.)	
	<u>Two Thousand Two Hundred 4⁰⁰</u>	dollars	(\$ <u>2,200.00</u>)/EA	\$ <u>11,000.00</u>
	amount written in words		in figures	in figures
27	5	Each	Drop Inlet Extension (4 Ft.)	
	<u>Six Hundred 4⁰⁰</u>	dollars	(\$ <u>600.00</u>)/EA	\$ <u>3,000.00</u>
	amount written in words		in figures	in figures
28	1	Each	Convert Grate Inlet to Junction Box	
	<u>one thousand two hundred 4⁰⁰</u>	dollars	(\$ <u>1,200.00</u>)/EA	\$ <u>1,200.00</u>
	amount written in words		in figures	in figures
29	1	Each	Adjust Manhole to Finished Grade	
	<u>Six Hundred 4⁰⁰</u>	dollars	(\$ <u>600.00</u>)/EA	\$ <u>600.00</u>
	amount written in words		in figures	in figures
30	1	Each	Adjust Water Valve to Finished Grade	
	<u>one hundred 4⁰⁰</u>	dollars	(\$ <u>100.00</u>)/EA	\$ <u>100.00</u>
	amount written in words		in figures	in figures
31	180	Sq Ft	Articulated Cellular Concrete Interlocking Blocks	
	<u>Eighteen 4⁰⁰</u>	dollars	(\$ <u>18.00</u>)/SF	\$ <u>3,240.00</u>
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
32	600	Sq Yd	Concrete Sidewalk (4") w/ Agg. Base (4")	
	<u>Thirty Four</u>	<u>00</u>	dollars (\$ <u>34.00</u>)/SY	\$ <u>20,400.00</u>
	amount written in words		in figures	in figures
33	70	Sq Yd	Concrete Access Ramp (4") w/ Agg. Base (4")	
	<u>Seventy</u>	<u>00</u>	dollars (\$ <u>70.00</u>)/SY	\$ <u>4,900.00</u>
	amount written in words		in figures	in figures
34	120	Sq Ft	Detectable Warning Surfaces	
	<u>Forty</u>	<u>00</u>	dollars (\$ <u>40.00</u>)/SF	\$ <u>4,800.00</u>
	amount written in words		in figures	in figures
35	300	Sq Yd	Concrete Driveway (6") w/ Agg. Base (4")	
	<u>Forty</u>	<u>00</u>	dollars (\$ <u>40.00</u>)/SY	\$ <u>12,000.00</u>
	amount written in words		in figures	in figures
36	0.60	Acres	Seeding and Mulching	
	<u>Three Thousand</u>	<u>00</u>	dollars (\$ <u>3,000.00</u>)/AC	\$ <u>1,800.00</u>
	amount written in words		in figures	in figures
37	450	Sq Yd	Solid Sodding	
	<u>Four</u>	<u>00</u>	dollars (\$ <u>4.00</u>)/SY	\$ <u>1,800.00</u>
	amount written in words		in figures	in figures
38	400	Cu Yd	Imported Top Soil	
	<u>Fifteen</u>	<u>00</u>	dollars (\$ <u>15.00</u>)/CY	\$ <u>6,000.00</u>
	amount written in words		in figures	in figures
39	100	Each	Straw Bale (E-1)	
	<u>Twelve</u>	<u>00</u>	dollars (\$ <u>12.00</u>)/EA	\$ <u>1,200.00</u>
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
40	400	Lin Ft	Silt Fence (E-3)	
	<u>Three & 00</u>	dollars	(\$ <u>3.00</u>)/LF	\$ <u>1,200.00</u>
	amount written in words		in figures	in figures
41	6	Each	Drop Inlet Silt Fence (E-6)	
	<u>one hundred & 00</u>	dollars	(\$ <u>100.00</u>)/EA	\$ <u>600.00</u>
	amount written in words		in figures	in figures
42	1	Each	System Local Controller (16 Phase) (Peek 3000E)	
	<u>Fifteen Thousand & 00</u>	dollars	(\$ <u>15,000.00</u>)/EA	\$ <u>15,000.00</u>
	amount written in words		in figures	in figures
43	1,300	Lin Ft	Feeder Wire	
	<u>Two & 00</u>	dollars	(\$ <u>2.00</u>)/LF	\$ <u>2,600.00</u>
	amount written in words		in figures	in figures
44	4	Each	Video Detector (Mast Mount) (Phillips VPK351A w/ Zoom Lens)	
	<u>Two Thousand & 00</u>	dollars	(\$ <u>2,000.00</u>)/EA	\$ <u>8,000.00</u>
	amount written in words		in figures	in figures
45	1	Each	Video Processor Unit - 4 Channel (Peek VideoTrak-905)	
	<u>Eighteen Thousand & 00</u>	dollars	(\$ <u>18,000.00</u>)/EA	\$ <u>18,000.00</u>
	amount written in words		in figures	in figures
46	900	Lin Ft	Video Cable	
	<u>Six & 00</u>	dollars	(\$ <u>6.00</u>)/LF	\$ <u>5,400.00</u>
	amount written in words		in figures	in figures
47	6	Each	Traffic Signal Head (3-Section) (L.E.D.)	
	<u>one thousand two hundred & 00</u>	dollars	(\$ <u>1,200.00</u>)/EA	\$ <u>7,200.00</u>
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
48	2	Each	Traffic Signal Head (4-Section) (L.E.D.)	
	<u>One Thousand Four Hundred & 00</u>	dollars	(\$ <u>1,400.00</u>)/EA	\$ <u>2,800.00</u>
	amount written in words		in figures	in figures
49	2	Each	Traffic Signal Head (5-Section) (L.E.D.)	
	<u>One Thousand Five Hundred & 00</u>	dollars	(\$ <u>1,500.00</u>)/EA	\$ <u>3,000.00</u>
	amount written in words		in figures	in figures
50	8	Each	Pedestrian Signal Head (International Symbols)	
	<u>Eight Hundred & 00</u>	dollars	(\$ <u>800.00</u>)/EA	\$ <u>6,400.00</u>
	amount written in words		in figures	in figures
51	700	Lin Ft	Traffic Signal Cable (7c/14 AWG)	
	<u>Two & 00</u>	dollars	(\$ <u>2.00</u>)/LF	\$ <u>1,400.00</u>
	amount written in words		in figures	in figures
52	600	Lin Ft	Traffic Signal Cable (20c/14 AWG)	
	<u>Three & 00</u>	dollars	(\$ <u>3.00</u>)/LF	\$ <u>1,800.00</u>
	amount written in words		in figures	in figures
53	400	Lin Ft	Electrical Conductors for Luminaires (2c/12 AWG)	
	<u>Three & 00</u>	dollars	(\$ <u>3.00</u>)/LF	\$ <u>1,200.00</u>
	amount written in words		in figures	in figures
54	30	Lin Ft	Electrical Conductors-In-Conduit (2c/6 AWG)	
	<u>Three & 00</u>	dollars	(\$ <u>3.00</u>)/LF	\$ <u>90.00</u>
	amount written in words		in figures	in figures
55	100	Lin Ft	PVC Conduit (2")	
	<u>Eight & 00</u>	dollars	(\$ <u>8.00</u>)/LF	\$ <u>800.00</u>
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
56	200	Lin Ft	PVC Conduit (3")	
	<u>Eight 4⁰⁰</u>		dollars	
	amount written in words		(\$ <u>8.00</u>) VLF	\$ <u>1,600.00</u>
			in figures	in figures
57	200	Lin Ft	PVC Conduit (3") by Directional Boring	
	<u>Thirty Five 4⁰⁰</u>		dollars	
	amount written in words		(\$ <u>35.00</u>) VLF	\$ <u>7,000.00</u>
			in figures	in figures
58	6	Each	Concrete Pull Box (Type 2)	
	<u>Five Hundred 4⁰⁰</u>		dollars	
	amount written in words		(\$ <u>500.00</u>) VEA	\$ <u>3,000.00</u>
			in figures	in figures
59	1	Each	Traffic Signal Mast Arm & Pole With Foundation (20')	
	<u>Three Thousand Eight Hundred 4⁰⁰</u>		dollars	
	amount written in words		(\$ <u>3,800.00</u>) VEA	\$ <u>3,800.00</u>
			in figures	in figures
60	1	Each	Traffic Signal Mast Arm & Pole With Foundation (36')	
	<u>Six Thousand Three Hundred 4⁰⁰</u>		dollars	
	amount written in words		(\$ <u>6,300.00</u>) VEA	\$ <u>6,300.00</u>
			in figures	in figures
61	1	Each	Traffic Signal Mast Arm & Pole With Foundation (42')	
	<u>Seven Thousand 4⁰⁰</u>		dollars	
	amount written in words		(\$ <u>7,000.00</u>) VEA	\$ <u>7,000.00</u>
			in figures	in figures
62	1	Each	Traffic Signal Mast Arm & Pole With Foundation (50')	
	<u>Seven Thousand Two Hundred 4⁰⁰</u>		dollars	
	amount written in words		(\$ <u>7,200.00</u>) VEA	\$ <u>7,200.00</u>
			in figures	in figures
63	2	Each	Luminaire Assembly	
	<u>One Thousand Four Hundred 4⁰⁰</u>		dollars	
	amount written in words		(\$ <u>1,400.00</u>) VEA	\$ <u>2,800.00</u>
			in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
64	1	Each	Traffic Signal Pedestal Pole With Foundation	
			<u>Two Thousand Five Hundred & 00</u> dollars (\$ <u>2,500.00</u>)/EA amount written in words in figures	\$ <u>2,500.00</u> in figures
65	1	Each	Service Point Assembly	
			<u>Three Thousand Three Hundred & 00</u> dollars (\$ <u>3,300.00</u>)/EA amount written in words in figures	\$ <u>3,300.00</u> in figures
66	3,070	Lin Ft	Thermoplastic Pavement Marking White or Yellow (6")	
			<u>One & 00</u> dollars (\$ <u>1.00</u>)/LF amount written in words in figures	\$ <u>3,070.00</u> in figures
67	767	Lin Ft	Thermoplastic Pavement Marking White (18")	
			<u>Seven & 00</u> dollars (\$ <u>7.00</u>)/LF amount written in words in figures	\$ <u>5,369.00</u> in figures
68	129	Lin Ft	Thermoplastic Pavement Marking White (24")	
			<u>Ten & 00</u> dollars (\$ <u>10.00</u>)/LF amount written in words in figures	\$ <u>1,290.00</u> in figures
69	6	Each	Thermoplastic Pavement Marking (Arrows)	
			<u>Three Hundred & 00</u> dollars (\$ <u>300.00</u>)/EA amount written in words in figures	\$ <u>1,800.00</u> in figures
70	16.25	Sq Ft	Standard Signs	
			<u>Twenty & 00</u> dollars (\$ <u>20.00</u>)/SF amount written in words in figures	\$ <u>325.00</u> in figures
71	320	Lin Ft	18" PVC C905 (DR 18) Water Line	
			<u>Eighty & 00</u> dollars (\$ <u>80.00</u>)/LF amount written in words in figures	\$ <u>25,600.00</u> in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
72	360	Lin Ft	8" PVC C900 (DR 14) Water Line	
	<u>Fifty 4⁰⁰</u>	dollars	(\$ <u>50.00</u>)/LF	\$ <u>18,000.00</u>
	amount written in words		in figures	in figures
73	20	Lin Ft	6" PVC C900 (DR 14) Water Line	
	<u>Twenty 4⁰⁰</u>	dollars	(\$ <u>30.00</u>)/LF	\$ <u>600.00</u>
	amount written in words		in figures	in figures
74	1	Each	24" x 18" JCM 412 Tapping Sleeve	
	<u>Two Thousand Five Hundred 4⁰⁰</u>	dollars	(\$ <u>2,500.00</u>)/EA	\$ <u>2,500.00</u>
	amount written in words		in figures	in figures
75	1	Each	18" Tapping Valve w/ Valve Box	
	<u>Twenty Thousand 4⁰⁰</u>	dollars	(\$ <u>20,000.00</u>)/EA	\$ <u>20,000.00</u>
	amount written in words		in figures	in figures
76	2	Each	8" Tapping Valve & Sleeve w/ Valve Box	
	<u>Two Thousand Seven Hundred 4⁰⁰</u>	dollars	(\$ <u>2,700.00</u>)/EA	\$ <u>5,400.00</u>
	amount written in words		in figures	in figures
77	1	Each	18" Butterfly Valve w/ Valve Box	
	<u>Five Thousand Five Hundred 4⁰⁰</u>	dollars	(\$ <u>5,500.00</u>)/EA	\$ <u>5,500.00</u>
	amount written in words		in figures	in figures
78	5	Each	8" Gate Valve w/ Valve Box	
	<u>One Thousand Two Hundred 4⁰⁰</u>	dollars	(\$ <u>1,200.00</u>)/EA	\$ <u>6,000.00</u>
	amount written in words		in figures	in figures
79	1	Each	6" Gate Valve w/ Valve Box	
	<u>Nine Hundred 4⁰⁰</u>	dollars	(\$ <u>900.00</u>)/EA	\$ <u>900.00</u>
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
80	3	Each	18" Foster Adapter	
			<u>Eight Hundred & 00</u> dollars (\$ <u>800.00</u>)/EA	\$ <u>2,400.00</u>
			amount written in words in figures	in figures
81	3	Each	8" Foster Adapter	
			<u>Three Hundred & 00</u> dollars (\$ <u>300.00</u>)/EA	\$ <u>900.00</u>
			amount written in words in figures	in figures
82	2	Each	Fire Hydrant Assembly, includes 6" Gate Valve w/ Valve Box	
			<u>Three Thousand Six Hundred & 00</u> dollars (\$ <u>3,600.00</u>)/EA	\$ <u>7,200.00</u>
			amount written in words in figures	in figures
83	4,200	Pounds	Compact Mechanical Joint Ductile Iron Fittings	
			<u>Five & 00</u> dollars (\$ <u>5.00</u>)/LB	\$ <u>21,000.00</u>
			amount written in words in figures	in figures
84	2	Each	Water Service	
			<u>Four Hundred & 00</u> dollars (\$ <u>400.00</u>)/EA	\$ <u>800.00</u>
			amount written in words in figures	in figures
85	2	Each	Water Meter Setting & Meter Box	
			<u>Six Hundred & 00</u> dollars (\$ <u>600.00</u>)/EA	\$ <u>1,200.00</u>
			amount written in words in figures	in figures
PROJECT BASE BID.....				\$ <u>596,446.00</u>

Five Hundred Ninety Six Thousand
Four Hundred Forty Six Dollars & No Cents

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any formalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Township Builders, Inc.
Firm Name

James Churchill - President
By

P.O. Box 7252
Address

Little Rock AR 72217
City State

0039640603
* Arkansas State Contractor's License Number

* A Contractor's License is not required to bid this project, however, the Contractor shall submit evidence of being licensed in the State of Arkansas prior to execution of the agreement with the City of Fayetteville.

End of Section 00300 - Bid Form

Subcontractors	
Contractor	License #
Electrical <u>Township Builders, Inc.</u>	<u>0039640603</u>
Plumbing <u>Township Builders, Inc.</u>	<u>0039640603</u>
HVAC _____	<u>N/A</u>
Roofing/Sheetmetal _____	<u>N/A</u>

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

Township Builders, Inc.
P. O. Box 7252, Little Rock, Arkansas 72217

as Principal, hereinafter called the Principal, and
Employers Mutual Casualty Company
P.O. Box 8550, Kansas City, Missouri 64114

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Fayetteville, Arkansas
113 W Mountain St, Fayetteville, Arkansas 72701

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount Dollars (5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Sang/ Hollywood & 6th Street
Intersection Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

18th

day of June, 2003


(Witness)

Township Builders, Inc.

(Principal)

(Seal)

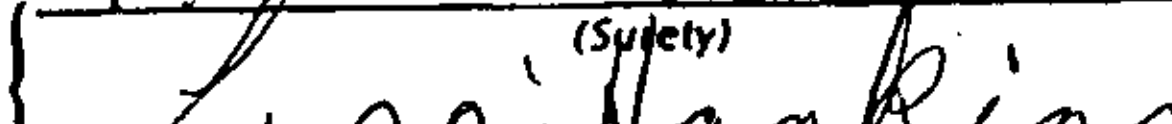

(Title)


(Witness)

Employers Mutual Casualty Company

(Surety)

(Seal)


(Title)

Traci Hankins

(Title)

Attorney-In-Fact



EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50303-0712

No. 534601

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. The Hamilton Mutual Insurance Company, an Ohio Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint

TIMOTHY P. FARRELL, CAROLYN HUNTER, MICHAEL D. HALTER, TRACI HANKINS, KEVIN BRUICK, RANDY IRVIN, ALFRED L. WILLIAMS, CARLA SUE HOLLIS, MARION THOMPSON, CHARLES M. ALLEN, G. ROBERT SMITH, DALE E. TEMPLE, INDIVIDUALLY, LITTLE ROCK, ARKANSAS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS (\$10,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2005 unless sooner revoked.

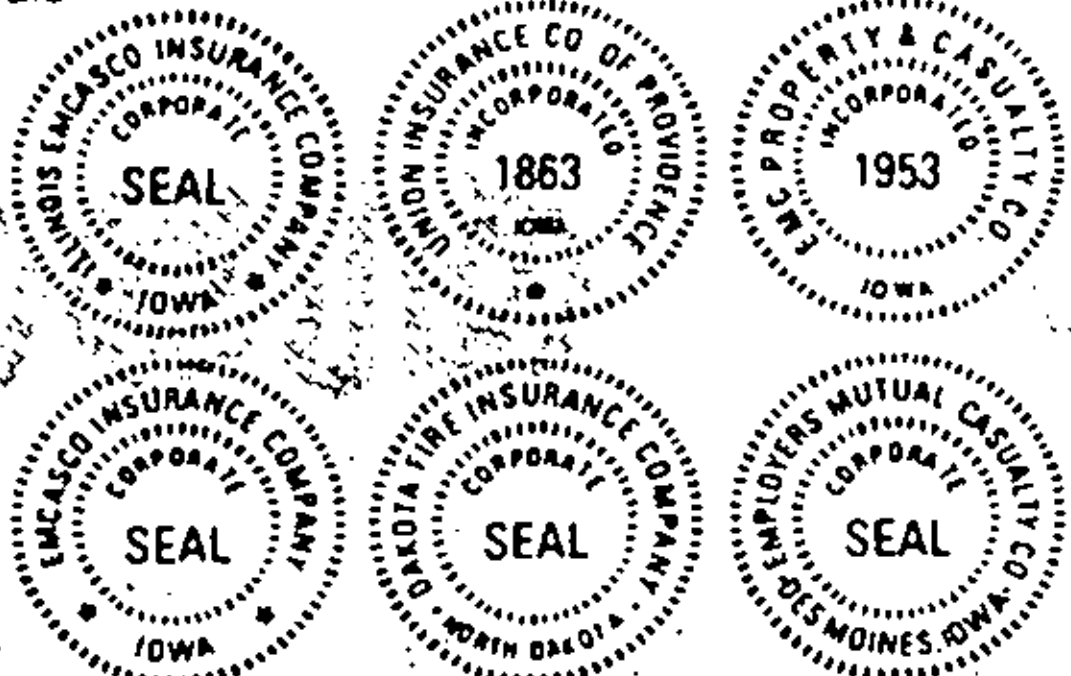
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of February 2002.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Jeffrey S. Birdsley
 Jeffrey S. Birdsley
 Assistant Secretary

On this 1st day of February AD 2002 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires September 30, 2003.

Ruta Krumins
 Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on February 1, 2002

on behalf of Timothy P. Farrell, Carolyn Hunter, Michael D. Halter, Traci Hankins, Kevin Bruck, Randy Irvin, Alfred L. Williams, Carla Sue Hollis, Marion Thompson, Charles M. Allen, G. Robert Smith, Dale E. Temple are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of June 2003

David L. Hixenbaugh
 Vice-President

Section 00500

AGREEMENT

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2003 by and between the *City of Fayetteville*, Arkansas and *Township Builders, Inc.* (hereinafter called Township).

CITY OF FAYETTEVILLE and TOWNSHIP, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

TOWNSHIP shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of realigning the intersection of Sang Ave. with 6th Street (Hwy. 180) to match the existing intersection of Hollywood Ave. & 6th Street. The improved intersection will be signalized with video detection. The demolition work will involve the obliteration of portions of Sang Ave., Old Farmington Road and a concrete parking lot. The construction work will involve aggregate base, asphalt binder, and asphalt surfacing with associated earthwork, drainage pipes, inlets, sidewalks, waterline, traffic signalization, and demolition for all items indicated in the Drawings and Specifications.

Article 2. ENGINEER.

The Project has been designed by

City of Fayetteville Engineering Dept.
113 W. Mountain
Fayetteville, Arkansas 72701

who is hereinafter called ENGINEER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work shall be substantially completed within 180 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 210 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and TOWNSHIP recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY OF FAYETTEVILLE and TOWNSHIP agree that as liquidated damages for delay (but not as a penalty) TOWNSHIP shall pay CITY OF FAYETTEVILLE Two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial

Completion, if TOWNSHIP shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, TOWNSHIP shall pay CITY OF FAYETTEVILLE Two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay TOWNSHIP for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. for all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

**SANG/HOLLYWOOD & 6TH STREET
INTERSECTION IMPROVEMENTS**

PAY ITEMS

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	\$39,000.00	\$39,000.00
2	Construction Staking	LS	1	\$10,000.00	\$10,000.00
3	Maintenance of Traffic	LS	1	\$35,575.00	\$35,575.00
4	Tree Protection Fencing	LF	100	\$4.00	\$400.00
5	Excavation Safety	LS	1	\$2,000.00	\$2,000.00
6	Clearing and Grubbing	LS	1	\$6,000.00	\$6,000.00
7	R & D Curb & Gutter	LF	1,542	\$5.00	\$7,710.00
8	R & D Drainage Pipes	LF	201	\$9.00	\$1,809.00
9	R & D Asphalt Pavement & Driveways	SY	2,250	\$5.00	\$11,250.00
10	R & D Concrete Pavement & Driveways	SY	906	\$8.00	\$7,248.00
11	R & D Concrete Sidewalk	SY	192	\$5.00	\$960.00
12	R & D Asphalt Sidewalk	SY	220	\$4.00	\$880.00
13	R & D Drop Inlet	EA	3	\$500.00	\$1,500.00
14	R & D Concrete Flume	EA	1	\$300.00	\$300.00
15	Unclassified Excavation	CY	1,655	\$11.00	\$18,205.00
16	Compacted Subgrade-Select Hillside Material (Borrow)	CY	1,965	\$16.00	\$31,440.00
17	Borrow (Unclassified Fill)	CY	200	\$16.00	\$3,200.00
18	Undercut and Backfill	CY	200	\$19.00	\$3,800.00
19	6" Aggregate Base Course (Class 7)	TN	1,000	\$20.00	\$20,000.00
20	Concrete Curb and Gutter	LF	1,400	\$11.00	\$15,400.00
21	4" ACHM Binder Course (Type 2)	TN	475	\$66.00	\$31,350.00
22	2" ACHM Surface Course (Type 2)	TN	250	\$66.00	\$16,500.00
23	18-inch Reinforced Concrete Pipe (RCP)	LF	20	\$50.00	\$1,000.00
24	24-inch Reinforced Concrete Pipe (RCP)	LF	119	\$65.00	\$7,735.00
25	24-inch Flared End Section (FES) (RCP) w/ Curtain Wall	EA	1	\$1,300.00	\$1,300.00
26	Drop Inlet (Type 'C' 4'x4' or 'MO' 4' Dia.)	EA	5	\$2,200.00	\$11,000.00
27	Drop Inlet Extension (4')	EA	5	\$600.00	\$3,000.00
28	Convert Grate Inlet to Junction Box	EA	1	\$1,200.00	\$1,200.00
29	Adjust Manhole to Finished Grade	EA	1	\$600.00	\$600.00
30	Adjust Water Valve to Finished Grade	EA	1	\$100.00	\$100.00
31	Articulated Cellular Concrete Interlocking Blocks	SF	180	\$18.00	\$3,240.00
32	Concrete Sidewalk (4") w/ Agg. Base (4")	SY	600	\$34.00	\$20,400.00
33	Concrete Access Ramp (4") w/ Agg. Base (4")	SY	70	\$70.00	\$4,900.00
34	Detectable Warning Surfaces	SF	120	\$40.00	\$4,800.00
35	Concrete Driveway (6") w/ Agg. Base (4")	SY	300	\$40.00	\$12,000.00
36	Seeding and Mulching	AC	0.60	\$3,000.00	\$1,800.00
37	Solid Sodding	SY	450	\$4.00	\$1,800.00
38	Imported Top Soil	CY	400	\$15.00	\$6,000.00
39	Straw Bales (E-1)	EA	100	\$12.00	\$1,200.00
40	Silt Fence (E-3)	LF	400	\$3.00	\$1,200.00
41	Drop Inlet Silt Fence (E-6)	EA	6	\$100.00	\$600.00
SUBTOTAL					\$348,402.00

42	System Local Controller (16 Phase) (Peek 3000E)	EA	1	\$15,000.00	\$15,000.00
43	Feeder Wire	LF	1,300	\$2.00	\$2,600.00
44	Video Detector (Mast Mount) (Philips VPK351A w/Zoom Lens)	EA	4	\$2,000.00	\$8,000.00
45	Video Processor Unit - 4 Channel (Peek VideoTrak-905)	EA	1	\$18,000.00	\$18,000.00
46	Video Cable	LF	900	\$6.00	\$5,400.00
47	Traffic Signal Head (3-Section) (L.E.D.)	EA	6	\$1,200.00	\$7,200.00
48	Traffic Signal Head (4-Section) (L.E.D.)	EA	2	\$1,400.00	\$2,800.00
49	Traffic Signal Head (5-Section) (L.E.D.)	EA	2	\$1,500.00	\$3,000.00
50	Pedestrian Signal Head (International Symbols)	EA	8	\$800.00	\$6,400.00
51	Traffic Signal Cable (7c/14 AWG)	LF	700	\$2.00	\$1,400.00
52	Traffic Signal Cable (20c/14 AWG)	LF	600	\$3.00	\$1,800.00
53	Electrical Conductors for Luminaires (2c/12 AWG)	LF	400	\$3.00	\$1,200.00
54	Electrical Conductors-In-Conduit (2c/6 AWG)	LF	30	\$3.00	\$90.00
55	PVC Conduit (2")	LF	100	\$8.00	\$800.00
56	PVC Conduit (3")	LF	200	\$8.00	\$1,600.00
57	PVC Conduit (3") by Directional Boring	LF	200	\$35.00	\$7,000.00
58	Concrete Pull Box (Type 2)	EA	6	\$500.00	\$3,000.00
59	Traffic Signal Mast Arm and Pole With Foundation (20')	EA	1	\$3,800.00	\$3,800.00
60	Traffic Signal Mast Arm and Pole With Foundation (36')	EA	1	\$6,300.00	\$6,300.00
61	Traffic Signal Mast Arm and Pole With Foundation (42')	EA	1	\$7,000.00	\$7,000.00
62	Traffic Signal Mast Arm and Pole With Foundation (50')	EA	1	\$7,200.00	\$7,200.00
63	Luminaire Assembly	EA	2	\$1,400.00	\$2,800.00
64	Traffic Signal Pedestal Pole With Foundation	EA	1	\$2,500.00	\$2,500.00
65	Service Point Assembly	EA	1	\$3,300.00	\$3,300.00
66	Thermoplastic Pavement Marking White or Yellow (6")	LF	3,070	\$1.00	\$3,070.00
67	Thermoplastic Pavement Marking White (18")	LF	767	\$7.00	\$5,369.00
68	Thermoplastic Pavement Marking White (24")	LF	129	\$10.00	\$1,290.00
69	Thermoplastic Pavement Marking (Arrows)	EA	6	\$300.00	\$1,800.00
70	Standard Signs	SF	16.25	\$20.00	\$325.00
SUBTOTAL					\$80,425.00
71	18" PVC C905 (DR 18) Water Line	LF	320	\$80.00	\$25,600.00
72	8" PVC C900 (DR 14) Water Line	LF	360	\$50.00	\$18,000.00
73	6" PVC C900 (DR 14) Water Line	LF	20	\$30.00	\$600.00
74	24" x 18" JCM 412 Tapping Sleeve	EA	1	\$2,500.00	\$2,500.00
75	18" Tapping Valve w/ Valve Box	EA	1	\$20,000.00	\$20,000.00
76	8" Tapping Valve & Sleeve w/ Valve Box	EA	2	\$2,700.00	\$5,400.00
77	18" Butterfly Valve w/ Valve Box	EA	1	\$5,500.00	\$5,500.00
78	8" Gate Valve w/ Valve Box	EA	5	\$1,200.00	\$6,000.00
79	6" Gate Valve w/ Valve Box	EA	1	\$900.00	\$900.00
80	18" Foster Adapter	EA	3	\$800.00	\$2,400.00
81	8" Foster Adapter	EA	3	\$300.00	\$900.00
82	Fire Hydrant Assembly, includes 6" Gate Valve w/ Valve Box	EA	2	\$3,600.00	\$7,200.00
83	Compact Mechanical Joint Ductile Iron Fittings	LB	4,200	\$5.00	\$21,000.00
84	Water Service	EA	2	\$400.00	\$800.00
85	Water Meter Setting and Meter Box	EA	2	\$600.00	\$1,200.00
SUBTOTAL					\$98,400.00
TOTAL CONSTRUCTION COSTS					\$396,425.00

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

TOWNSHIP shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of TOWNSHIP's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

90 percent of Work completed (with the balance of 10 percent being retainage), If Work has been 50 percent completed as determined by the ENGINEER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and ENGINEER, CITY OF FAYETTEVILLE, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to TOWNSHIP to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as ENGINEER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement, TOWNSHIP makes the following representations:

6.1. TOWNSHIP has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. TOWNSHIP has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. TOWNSHIP is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4. TOWNSHIP has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. TOWNSHIP accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which TOWNSHIP is entitled to rely as provided in paragraph 4.02 of the General Conditions.

TOWNSHIP acknowledges that such reports and drawings are not Contract Documents and may not be complete for TOWNSHIP's purposes. TOWNSHIP acknowledges that CITY OF FAYETTEVILLE and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. TOWNSHIP has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by TOWNSHIP and safety precautions and programs incident thereto. TOWNSHIP does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. TOWNSHIP is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. TOWNSHIP has correlated the information known to TOWNSHIP, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. TOWNSHIP has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that TOWNSHIP has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to TOWNSHIP and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and TOWNSHIP concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 9, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by TOWNSHIP prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 12 inclusive).
- 7.9. Specifications consisting of Divisions 1 through 16 as listed in table of contents thereof.
- 7.10. Addenda numbers __ to __, inclusive.
- 7.11. Two sets of drawings (not attached hereto) consisting of a cover sheet and additional sheets numbered 1 through 31 with each sheet bearing the following general title:
HWY 180 & Sang Ave./Hollywood Ave. Intersection Improvement Plans;
and a cover sheet and additional sheets numbered 1 through 5 with the following title:
HWY 180 & Sang Ave./Hollywood Ave. Signalization Plans
- 7.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.12.1. Notice to Proceed
 - 7.12.2. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will

release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. CITY OF FAYETTEVILLE and TOWNSHIP each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and TOWNSHIP have signed this Agreement in quadruplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE and ENGINEER, and two counterparts have been delivered to TOWNSHIP. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and TOWNSHIP or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2003 (which is the Effective Date of the Agreement).

OWNER: City of Fayetteville

CONTRACTOR: Township Builders, Inc.

By: _____
Mayor

By: _____

Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

* Attest _____

* If a Corporation, attest by the Secretary.

Address for giving notices

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. 0039640603

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign)

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

Public Hearing Raze &
Removal 226 N. School
C. 2. Page 1YES AGENDA REQUEST

For the Fayetteville City Council Meeting of:

May 20, 2003

FROM:

Don Hancock

Com Res & Code Com

Com Plan & Engr Services

Name

Division

Department

ACTION REQUIRED: Public Hearing and Resolution to order the Raze and Removal of the dilapidated structure located at 262 North School Avenue, Fayetteville, AR 72702

226

SUMMARY EXPLANATION:

See attached Memo

STAFF RECOMMENDATION:

Division Head

4-15-03

Date

Received in Mayor's Office

4/21/03 P.H.

Date

City Attorney

4/21/03

Date

Department Director

4-16-03

Date

Cross Reference:

Finance & Internal Services Dir.

4-16-03

Date

Previous Ord/Res#:

Chief Administrative Officer

4-16-03

Date

Orig. Contract Date:

Orig. Contract Number:

Mayor

4/5/03

Date

New Item:

Yes

No



RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY TIMOTHY C. AND CHRISTINE KLINGER LOCATED AT 226 N. SCHOOL AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS.

WHEREAS, Timothy C. and Christine Klinger are the record owners of the real property situated at 226 N. School Avenue, City of Fayetteville, Washington County, Arkansas, more particularly described as set forth in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Timothy C. and Christine Klinger, having been properly served with a Violation Notice via Certified Mail, and given thirty (30) days to correct said violation, have refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1. That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Timothy C. and Christine Klinger are hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That if Timothy C. and Christine Klinger do not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

PASSED and APPROVED this 20th day of May, 2003.

APPROVED:

By _____

DAN COODY, Mayor

ATTEST:

By _____

SONDRA SMITH, City Clerk

DRAFT

EXHIBIT "A"

A part of Lot Seven (7) in Block Five (5), Original Plat of the City of Fayetteville, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of the South 46.00 feet of said Lot Seven (7); thence North 00 degrees 22 minutes 07 seconds West 1.50 feet along the West line of said Lot Seven (7) to a point in line with the North wall of an existing brick building at 226 N. School Ave.; thence North 89 degrees 57 minutes 50 seconds East 104.86 feet along the North wall of said building to the Northeast corner of said building; thence North 89 degrees 12 minutes 51 seconds East 38.64 feet; thence South 01 degree 56 minutes 31 seconds East 46.91 feet; thence South 89 degrees 53 minutes 10 seconds West along an existing curb 136.95 feet; thence North 88 degrees 23 minutes 01 seconds West 3.87 feet; thence North 58 degrees 27 minutes 08 seconds West 4.64 feet to the West line of said Lot Seven (7); thence North 00 degrees 22 minutes 07 seconds West 42.53 feet to the point of beginning.

FAYETTEVILLE

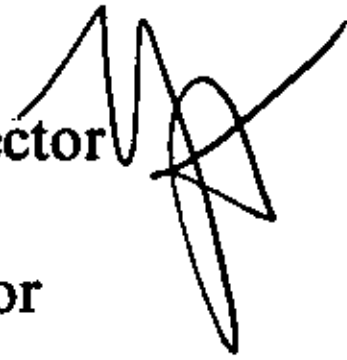
THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701

DEPARTMENTAL CORRESPONDENCE

DATE: April 17, 2003

TO: Mayor and Council

THRU: Yolanda Fields, CRCC Director 

THRU: Tim Conklin, CP&E Director

FROM: Don Hancock
Code Compliance Project Coordinator

SUBJECT: Raze & Removal Resolution

Background

Service Request #5442, Case#1266: Code Compliance received a complaint about the unsafe, unsightly, and dilapidated building on the property owned by Timothy & Christine Klinger. The property is located at 262 N School Ave. Based on inspections conducted by the Fire Marshall and Code Compliance the building is unsightly, unsafe, and dilapidated. An Unsafe Buildings violation notice was sent to the owners on February 28, 2003. Timothy Klinger signed for the notice on March 1, 2003. By ordinance the owners were given until April 1, 2003 to acquire a permit and make repairs or to demolish and remove the building. The City of Fayetteville sold the property to the current owners in October 1993, with the understanding the owners would repair the building or demolish the building.

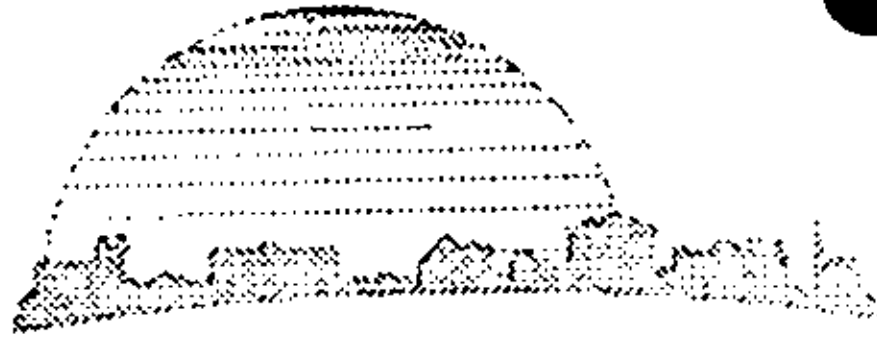
Current Status

There is not a current building permit on this building. As shown in the pictures a contractor has been removing the concrete pad behind the building. The building does not meet the City Ordinances. The owners were notified by certified mail of a public hearing on May 20 to consider the Raze and Removal of the structure.

Recommendation

The staff recommends a resolution to order the Raze & Removal of the structure.

City of Fayetteville, Arkansas
Community Code Enforcement
113 West Mountain Street
Fayetteville, Arkansas 72701
Fax 479- 444-3445



HELPING TO BUILD A BETTER COMMUNITY

VIOLATION NOTICE

February 28, 2003

CASE NO. 1266

Owner: Timothy C & Christine L Klinger
P.O. Box 1064
Fayetteville, AR 72702

RE: Property @ 226 N. School Ave. OR 262 N. School Ave., Fayetteville, AR
WC Parcel# 765-01710-000

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. Please feel free to call our office at (479) 575-8232 for clarification of this notice or advice on how to correct the problem.

Suspected Violation That Needs Correction:

§ 173.08 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

Please obtain a building permit and make repairs as required or demolish the building and remove all debris from the lot.

Potential Penalties if not corrected within thirty (30) days from the service of this Notice include: Condemnation.

Appeal: If you disagree with our conclusion that your property contains a violation of the ordinance listed above, you have a right to file an appeal with the City Council.

Sincerely,

Sue Butler
Code Compliance Officer

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here 2-24-03	
Sent To Timothy C & Christinel Klingner	
Street, Apt. No., or PO Box No. PO Box 1064	
City, State, ZIP+4 Fayetteville AR 72702	
PS Form 3800, January 2011 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ Agent ☐ Addressee B. Received by (Printed Name) TIM KLINGNER C. Date of Delivery 2/24/03 D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:	
1. Article Addressed to: Timothy C & Christinel Klingner P.O. Box 1064 Fayetteville, AR 72702		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) 7001 1940 0001 4913 4127		4. Restricted Delivery? (Extra Fee) ☐ Yes	
PS Form 3811, August 2001		Domestic Return Receipt SR 5442/1266	

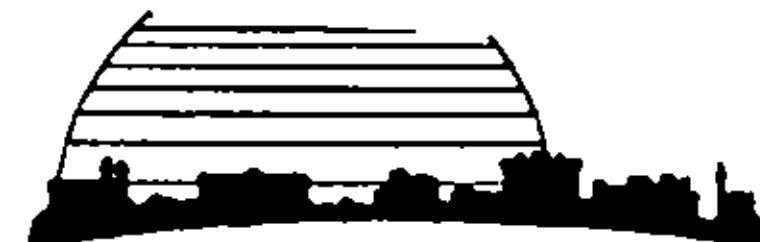


FAYETTEVILLE

City of Fayetteville
Code Compliance Section
113 West Mountain Street
Fayetteville, AR 72701

Helping to build a better Community

Public Hearing Raze &
Removal 226 N. School
C. 2. Page 7



FAYETTEVILLE

April 8, 2003

Timothy C & Christine Klinger
P O Box 1064
Fayetteville, AR 72702

RE: Enforcement of Ordinance 173.08
Arkansas Code Ann. § 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. §14-56-203 at 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at 262 N School Ave, should be Razed and Removed. You are free to appear at this hearing to present any evidence or statements. Please call and inform me if you plan to appear at the public hearing. If you need additional information concerning this process, please call or if you have information that we are not aware of please call the Code Compliance Office (479-575-8270).

The hearing will be part of a regular City Council meeting – probably on May 20, 2003 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. It is possible that this hearing may be conducted at a later meeting such as June 3, 2003 or thereafter. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (575-8323) for information confirming the date of the public hearing. If you need additional information concerning this process please call the Code Compliance Office (575-8270).

Sincerely,

Don Hancock
Code Compliance
Project Coordinator

7001 1940 0001 4906 0594

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To <u>Tim & Christine Klinger</u>	
Street, Apt. No.; or PO Box No. <u>PO Box 1064</u>	
City, State, ZIP+4 <u>Fay AR 72702</u>	
PS Form 3800, January 2001 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <u>X</u> <u>TS</u> B. Received by (Print Name) <u>Tim Klinger</u> C. Date of Delivery <u>APR 10 2002</u> D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:
1. Article Addressed to: <u>Timothy or Christine Klinger</u> <u>PO Box 1064</u> <u>Fay AR 72702</u>	3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
2. Article Number (Transfer from service label) <u>7001 1940 0001 4906 0594</u>	4. Restricted Delivery? (Extra Fee) ☐ Yes
PS Form 3811, August 2001	Domestic Return Receipt <u>262 N School</u> 102595-01-M-2509

Record 1 of 1 Last Updated 02/24/03

Parcel Number: 765-01710-000 Prev. Parcel Number: 135617-000-00 Type: CI

Location: 226 N SCHOOL AVE

Owner Name: KLINGER, TIMOTHY C & CHRISTINE L

Mailing Address: PO BOX 1064 FAYETTEVILLE AR 72702

Lot:

Block:

S-T-R: 16-16-30

Addition: FAYETTEVILLE ORIGINAL

School District: FAYETTEVILLE SCHOOLS

Tax District: 011

City: FAYETTEVILLE

Legal: PT LOT 7 BLOCK 5

Current Year A79 Credit Status:

Last Appraised: 2002

	Appraised Value	Taxable Value
Land	51,750	6,768
Improvement	0	0
Total	51,750	6,768

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit Status	A79 Payment Status
2002	6,768	\$351.67	\$0.00	\$0.00	\$0.00	\$351.67	\$0.00		
2001	6,204	\$322.36	\$0.00	\$0.00	\$0.00	\$322.36	\$322.36		PAID
2000	5,640	\$296.10	\$0.00	\$0.00	\$0.00	\$296.10	\$296.10		PAID
1999	5,660	\$289.79	\$0.00	\$0.00	\$0.00	\$289.79	\$289.79		PAID
1998	5,660	\$290.36	\$0.00	\$0.00	\$0.00	\$1,014.60	\$1,014.60		PAID
1997	5,660	\$290.36	\$724.24	\$0.00	\$0.00	\$1,014.60	\$1,087.02		PAID
1996	5,660	\$290.36	\$724.24	\$0.00	\$0.00	\$1,141.47	\$1,069.05		PAID
1995	5,660	\$0.00	\$724.24	\$0.00	\$0.00	\$724.24	\$724.49		PAID

Available Tax Payment Receipt(s)

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2001	112882	10/25/02	\$322.36	\$0.00	\$0.00	\$0.00	\$0.00	\$322.36
2000	9081	09/04/01	\$296.10	\$0.00	\$0.00	\$0.00	\$0.00	\$296.10
1999	9395	08/29/00	\$289.79	\$0.00	\$0.00	\$0.00	\$0.00	\$289.79
1997	4851	06/30/98	\$0.00	\$724.24	\$0.00	\$0.00	\$0.00	\$724.24
1997	10352	10/10/98	\$0.00	\$724.24	\$0.00	\$0.00	\$0.00	\$724.24
1996	8437	07/02/98	\$0.00	\$0.00	\$0.00	\$0.00	\$72.42	\$72.42
1995	9757	08/27/96	\$0.00	\$724.24	\$0.00	\$0.00	\$0.00	\$724.24
1994	12945	07/17/95	\$0.00	\$724.49	\$0.00	\$0.00	\$0.00	\$724.49

Deed History

Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
10/14/1993	93	60983	KLINGER, TIMOTHY C. & CHRISTINE		WD	0	0.00

NO REV.

Public Hearing Raze &
Removal 226 N. School
C. 2. Page 10

4/5/1990 1361 822 CITY OF
FAYETTEVILLE, A PAL
MUNICI- CORP WD 42,000 92.40

PAGES 822/823. ALSO 01713.1362-503 CORR: WD, CORR 1361-822
BY ADDING FILE MARK PREVIOUSLY OMITTED. 1362-517
AFFIDAVIT STATING REV STAMPS PLACED ON DEED 1361-822 IN
ERROR. 6/25/93 EXEMPTION DENIED/BLDG BOARDED UP.(SP)

10/23/1987 1248 322 FIRST FEDERAL
SAVINGS OF ARK TD 0 0.00

PAGES 322-329. ALSO 765-01713. 1304-412 QCD FROM SHIPLEYS.
PT LOT 7 TRANSFERRED FROM 01707-000 PER QCD 1304-411
FILED 1/19/89. PT LOT 7 TRANSFERRED FROM 01709-000 PER QCD
1304-411 FILED 1/19/89. NO VALUE CHANGE. 1334-435 RECEIVER'S
QCD, NO REV, ALSO 01713. 1350-800 CORR QCD-CORRECTS 1334-
435.

1/1/1985 920 76 OZARK MOUNTAIN
SPORTS, INC, WD 0 0.00

[Next Item](#) | [Previous Item](#) | [Return to Search Results](#) | [Modify Search](#) | [New Search](#)

WARRANTY DEED
(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, a municipal corporation, a corporation organized under and by virtue of the laws of the State of Arkansas, hereinafter called Grantor, by its Mayor and City Clerk, duly authorized by proper resolution of its City Council, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by Timothy C. Klinger and Christine Klinger, husband and wife, hereinafter called Grantees, do hereby grant, bargain and sell unto the said Grantees and Grantee's heirs and assigns, the following described land situate in Washington County, State of Arkansas, to-wit:

A part of Lot Seven (7) in Block Five (5), Original Plat of the City of Fayetteville, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of the South 46.00 feet of said Lot Seven (7); thence North 00 degrees 22 minutes 07 seconds West 1.50 feet along the West line of said Lot Seven (7) to a point in line with the North wall of an existing brick building at 226 N. School Ave; thence North 89 degrees 57 minutes 50 seconds East 104.86 feet along the North wall of said building to the Northeast corner of said building; thence North 89 degrees 12 minutes 51 seconds East 38.64 feet; thence South 01 degree 56 minutes 31 seconds East 46.91 feet; thence South 89 degrees 53 minutes 10 seconds West along an existing curb 136.95 feet; thence North 88 degrees 23 minutes 01 seconds West 3.87 feet; thence North 58 degrees 27 minutes 08 seconds West 4.64 feet to the West line of said Lot Seven (7); thence North 00 degrees 22 minutes 07 seconds West 42.53 feet to the point of beginning.

TO HAVE AND TO HOLD the lands and appurtenances thereunto belonging unto the said Grantees and Grantees' heirs and assigns, forever. And said corporation hereby covenants with the said Grantees that it is lawfully seized of said land and premises, that the same is unencumbered, and that it will forever warrant and defend the title to the said lands against all legal claims whatever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its Mayor and its seal affixed by its City Clerk, this 14 day of October, 1993.

CITY OF FAYETTEVILLE

BY: Frederick W. Harris
Mayor

BY: Sherry L. Thomas
City Clerk

93 60983

FILED FOR RECORD
93 OCT 19 PM 4 02
WASHINGTON CO AR
A. KOLLMAYER

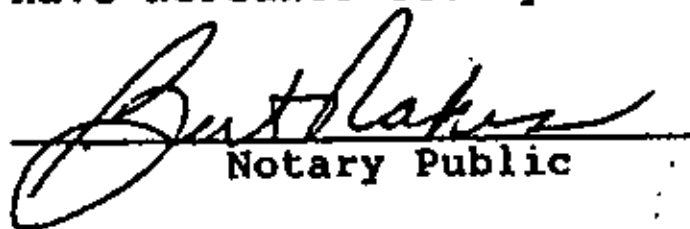
-2-

ACKNOWLEDGMENT

State of Arkansas | County of Washington | ss.

On this the 14 day of October, 1993, before me, a notary public, qualified and acting, within and for the said County and State, appeared in person the within named Fred Hanna and Sherry L. Thomas to me personally known who stated that they were the Mayor and City Clerk of the City of Fayetteville, a municipal corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14 day of October, 1993.

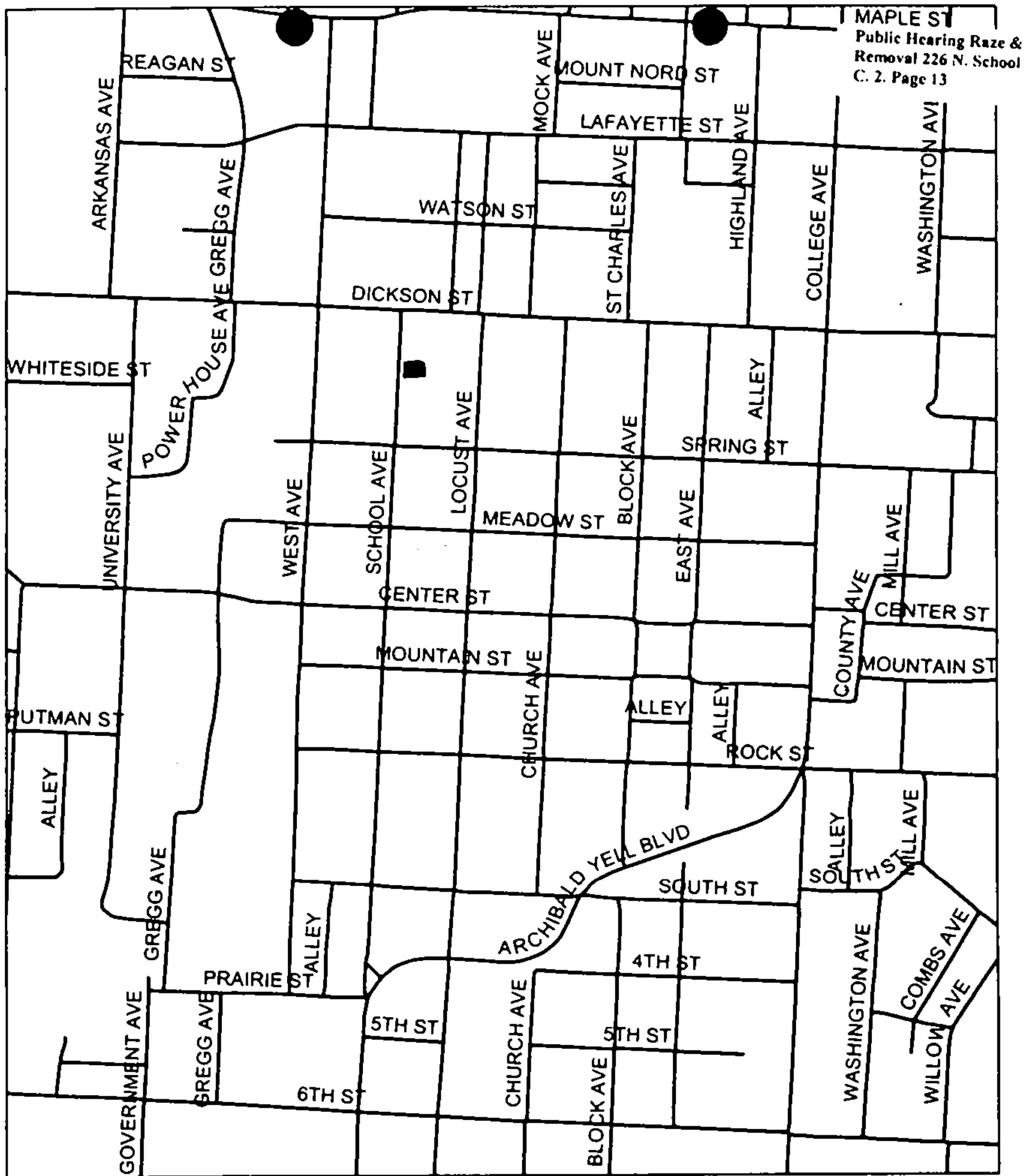

Notary Public



My commission expires:

July 11, 2002

93 60984



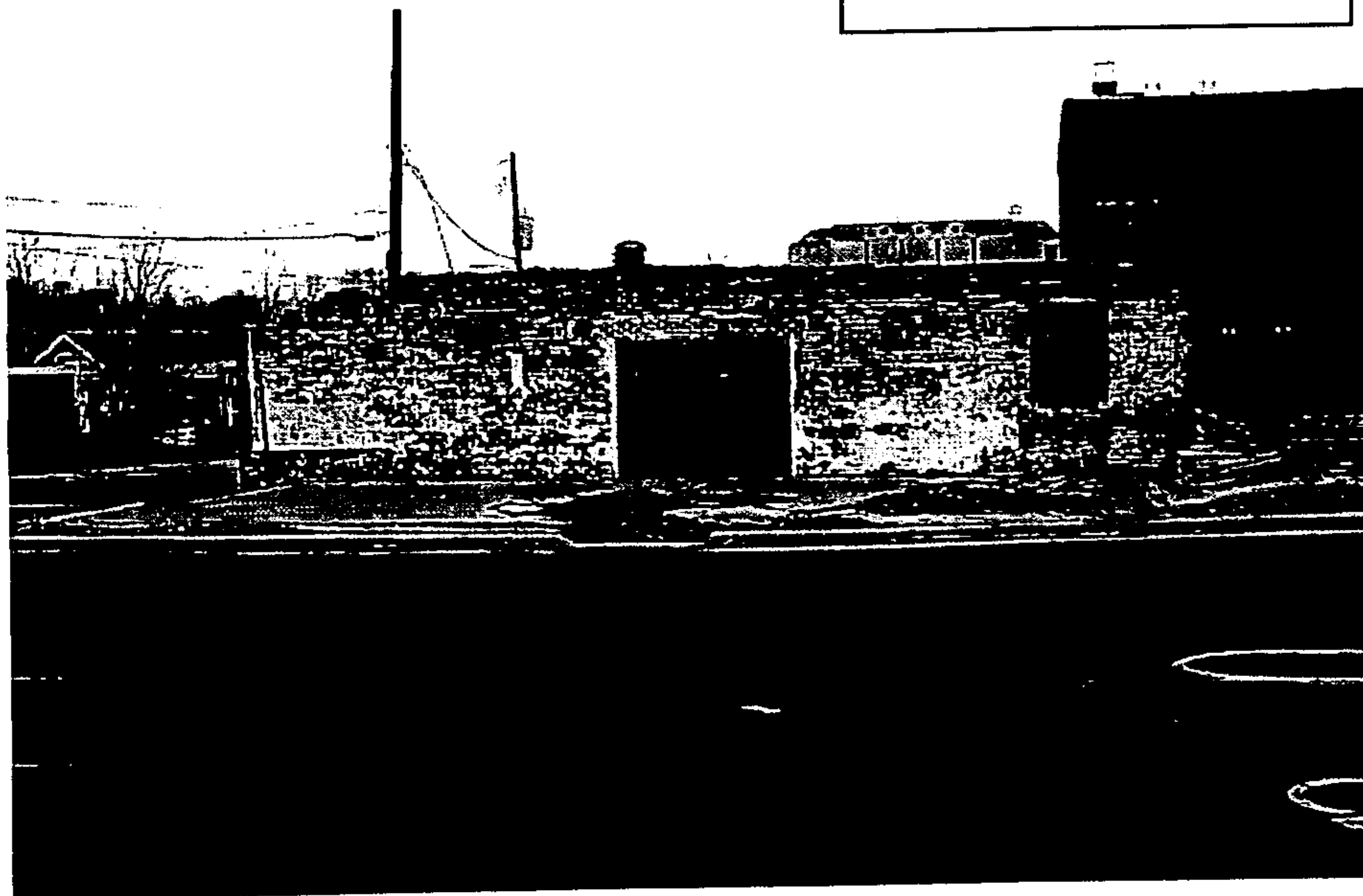
262 N. School



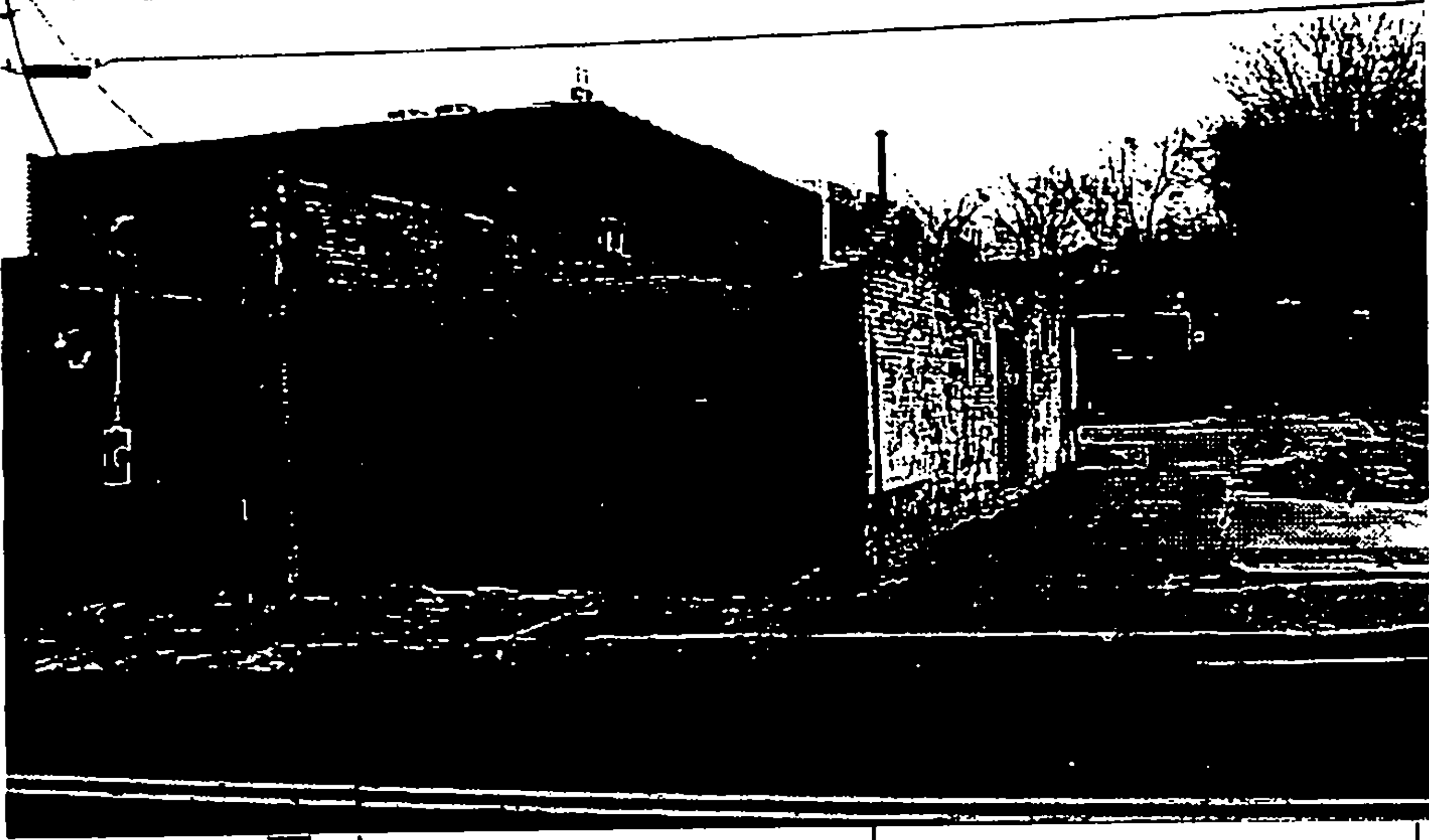
226 N School 1-31-03 PH/SB



226 N School 1-31-03 PH/SB

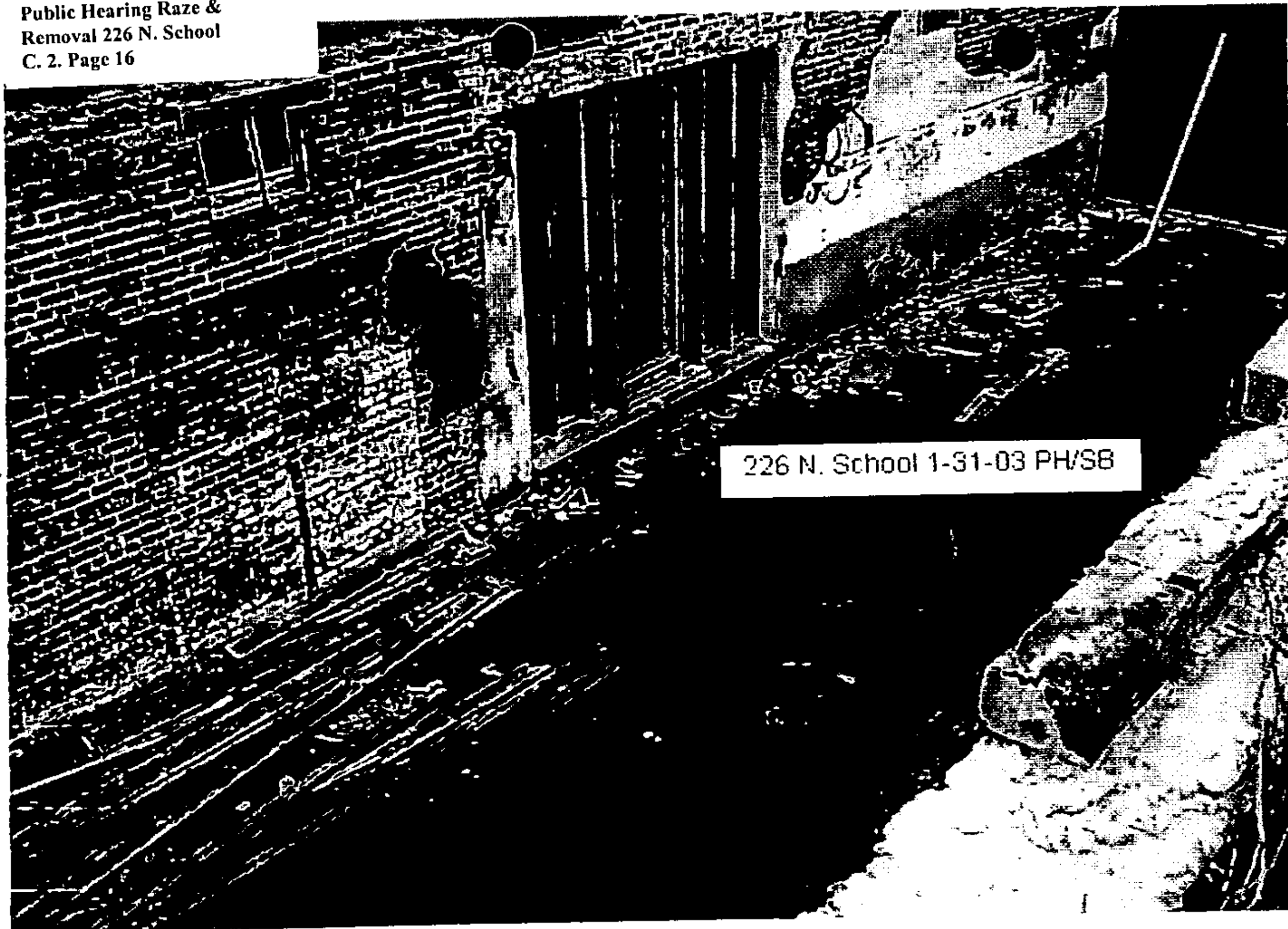


226 N. School 1-31-0



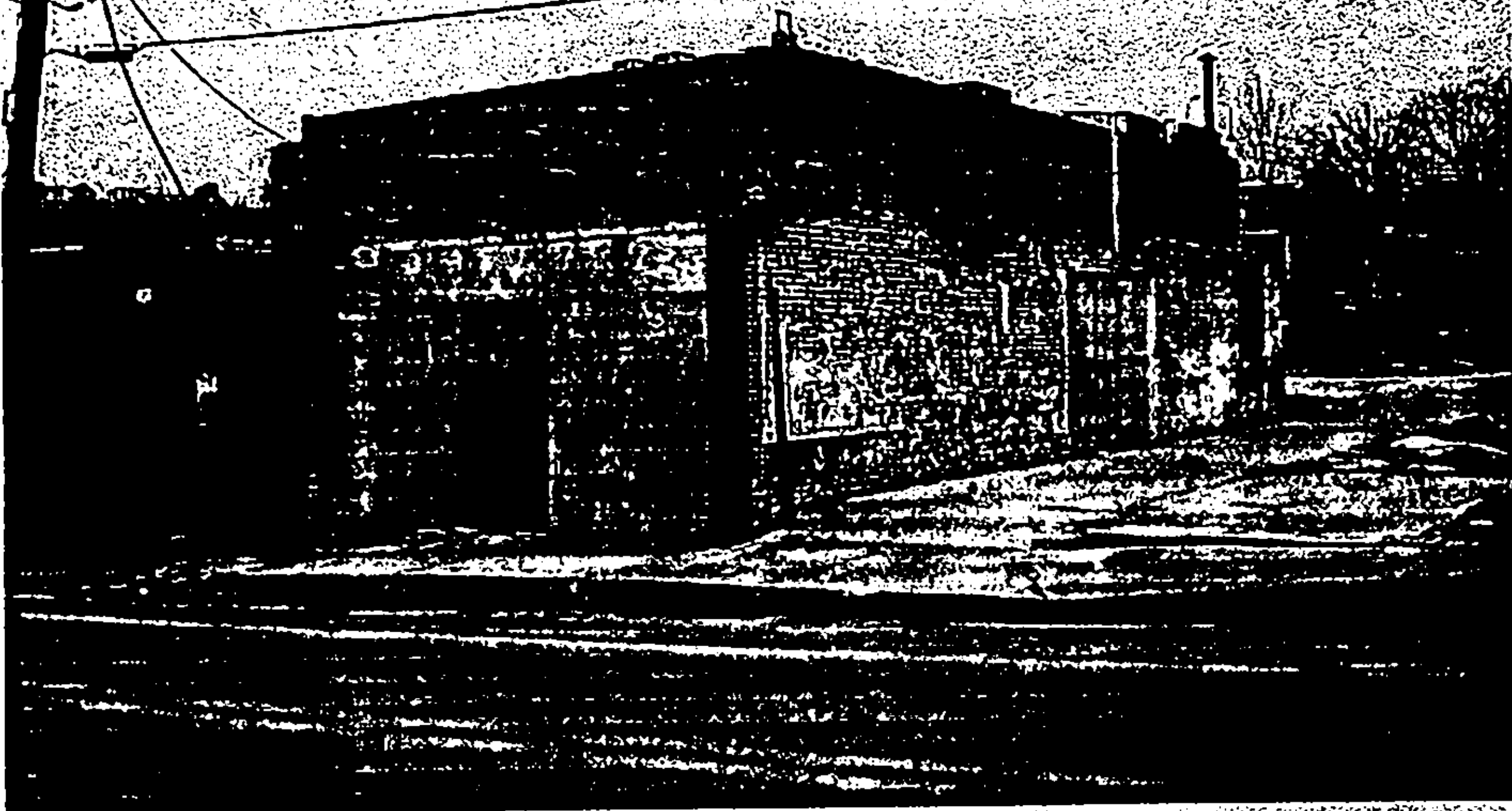
226 N. School 1-31-03 PH/SE



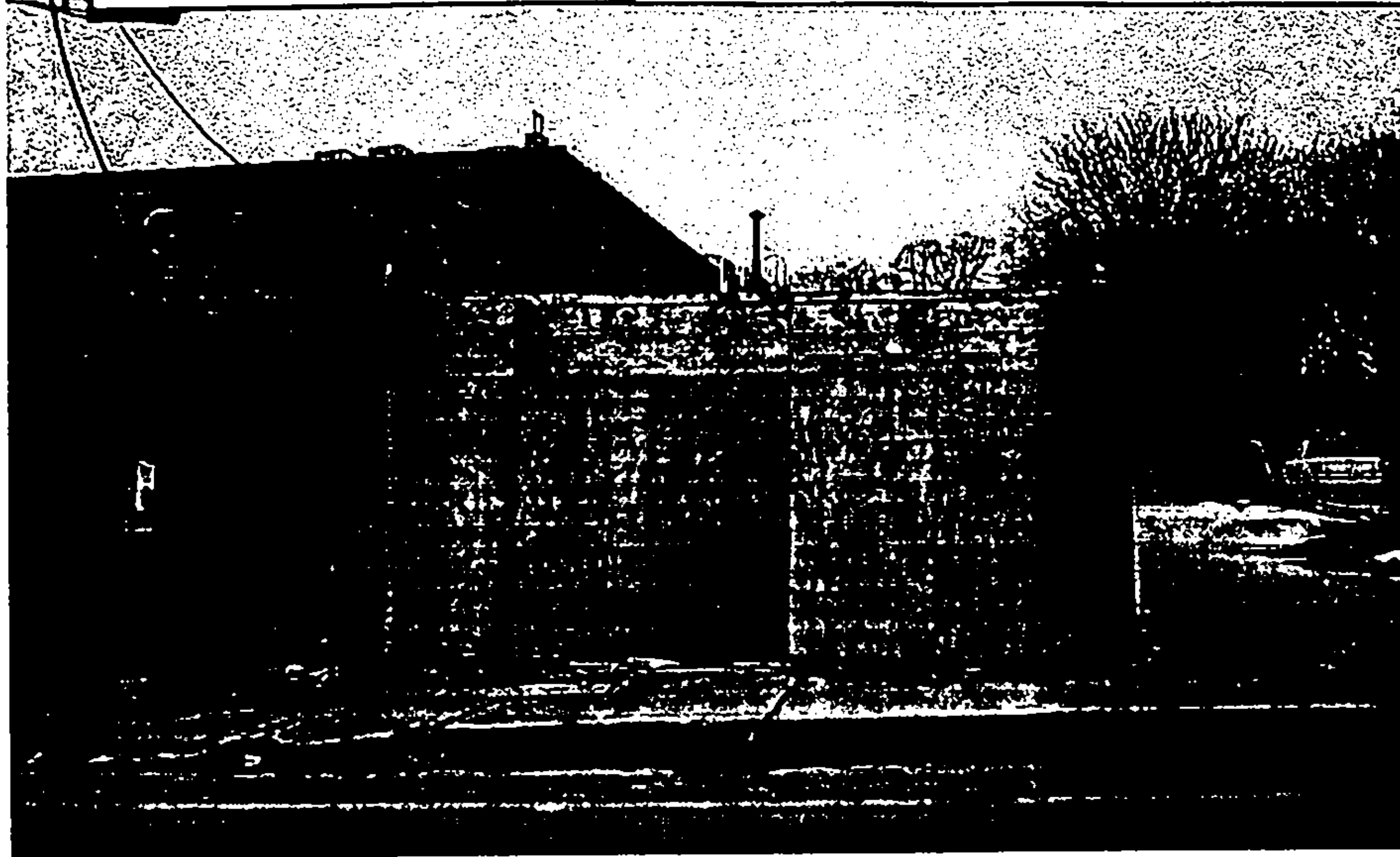


226 N. School 1-31-03 PH/SB

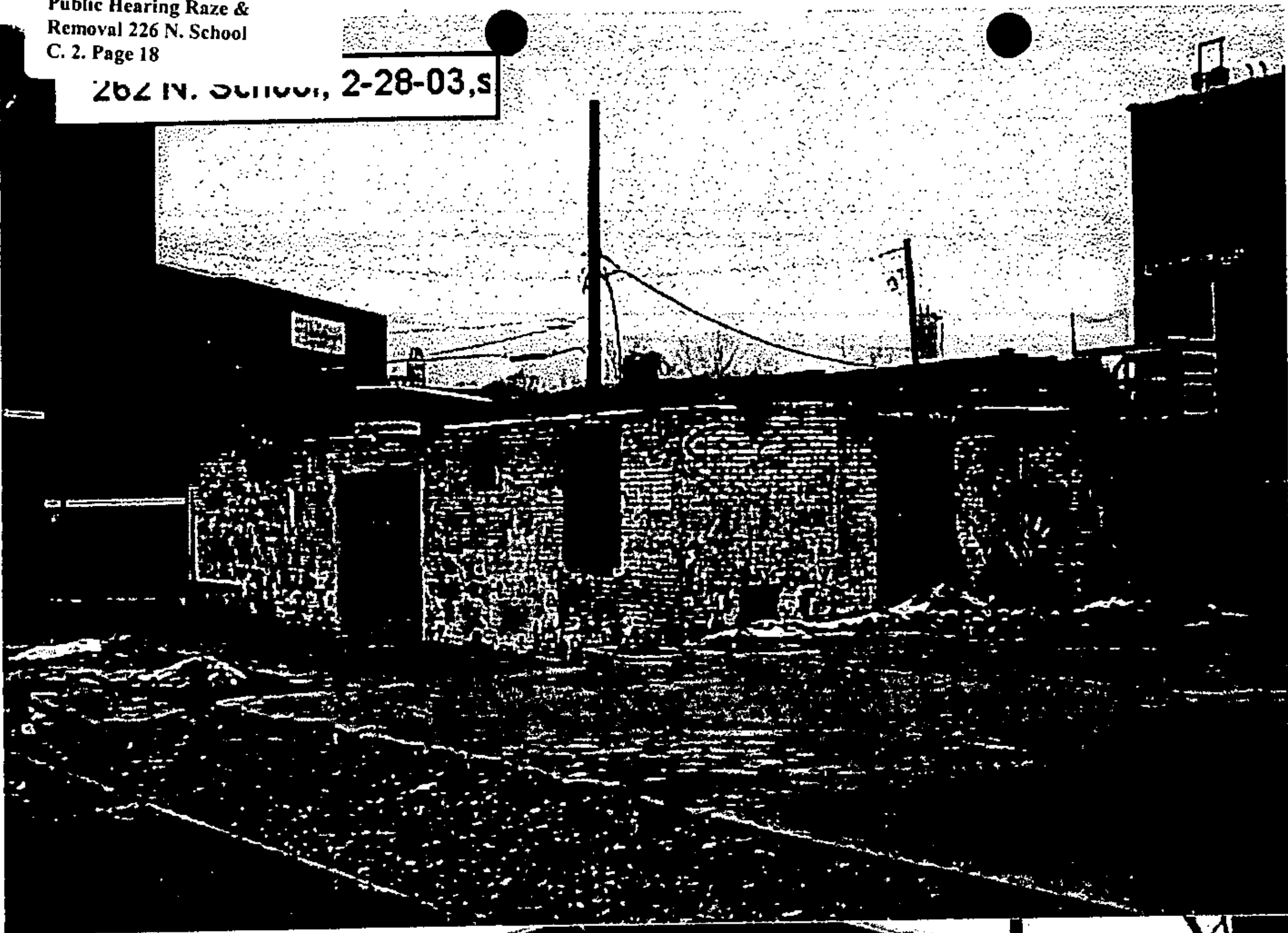
262 N School, 2-28-03, s



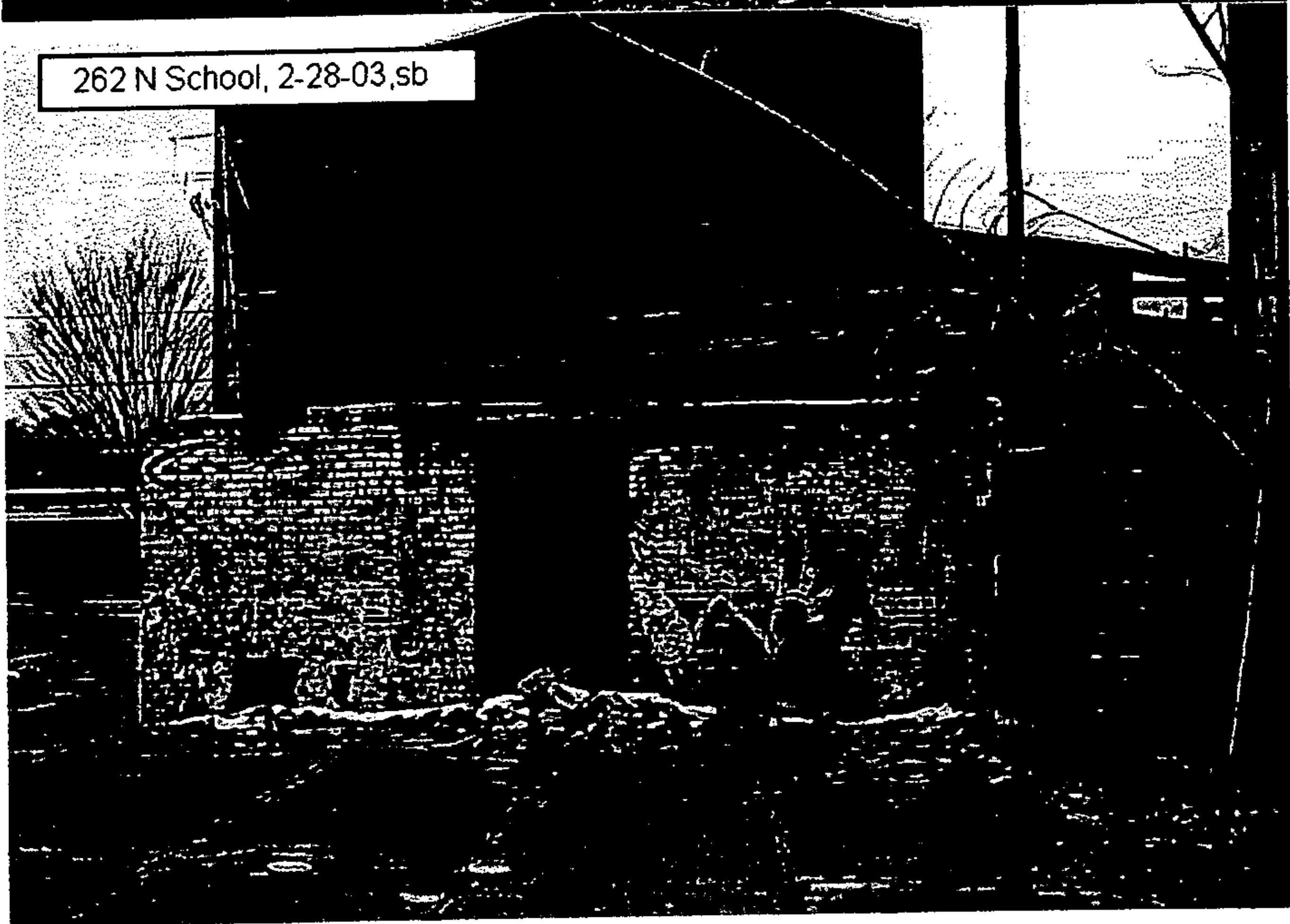
262 N School, 2-28-03, sl

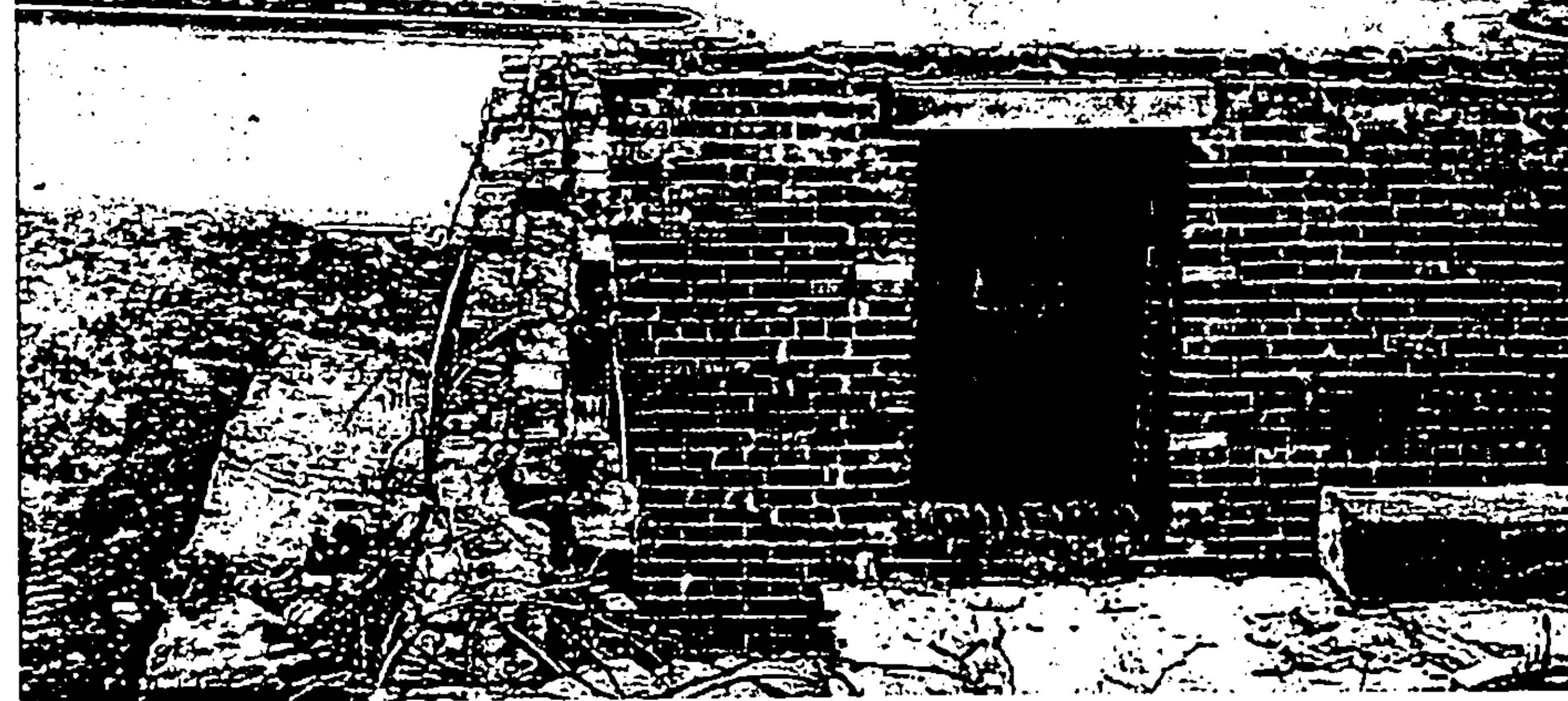
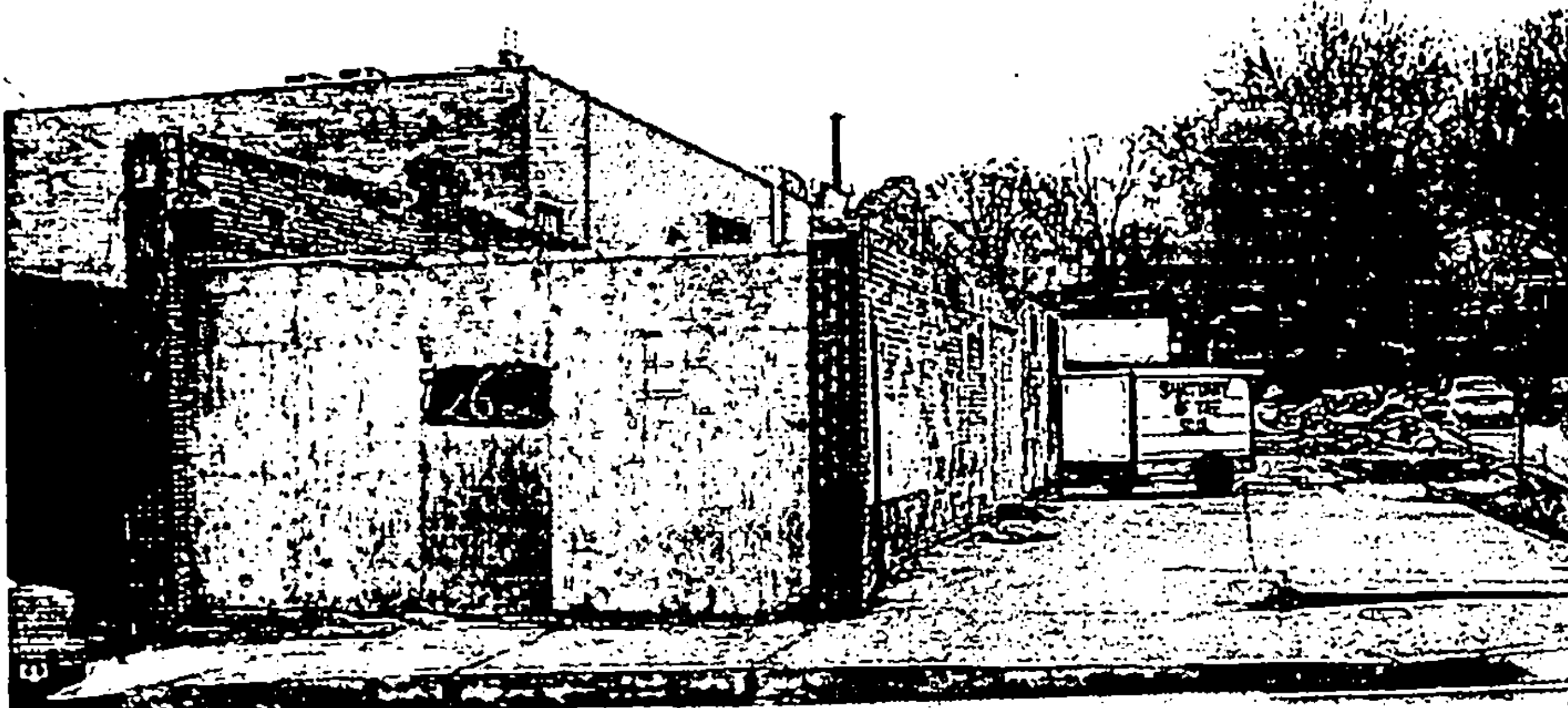


262 N. School, 2-28-03,s

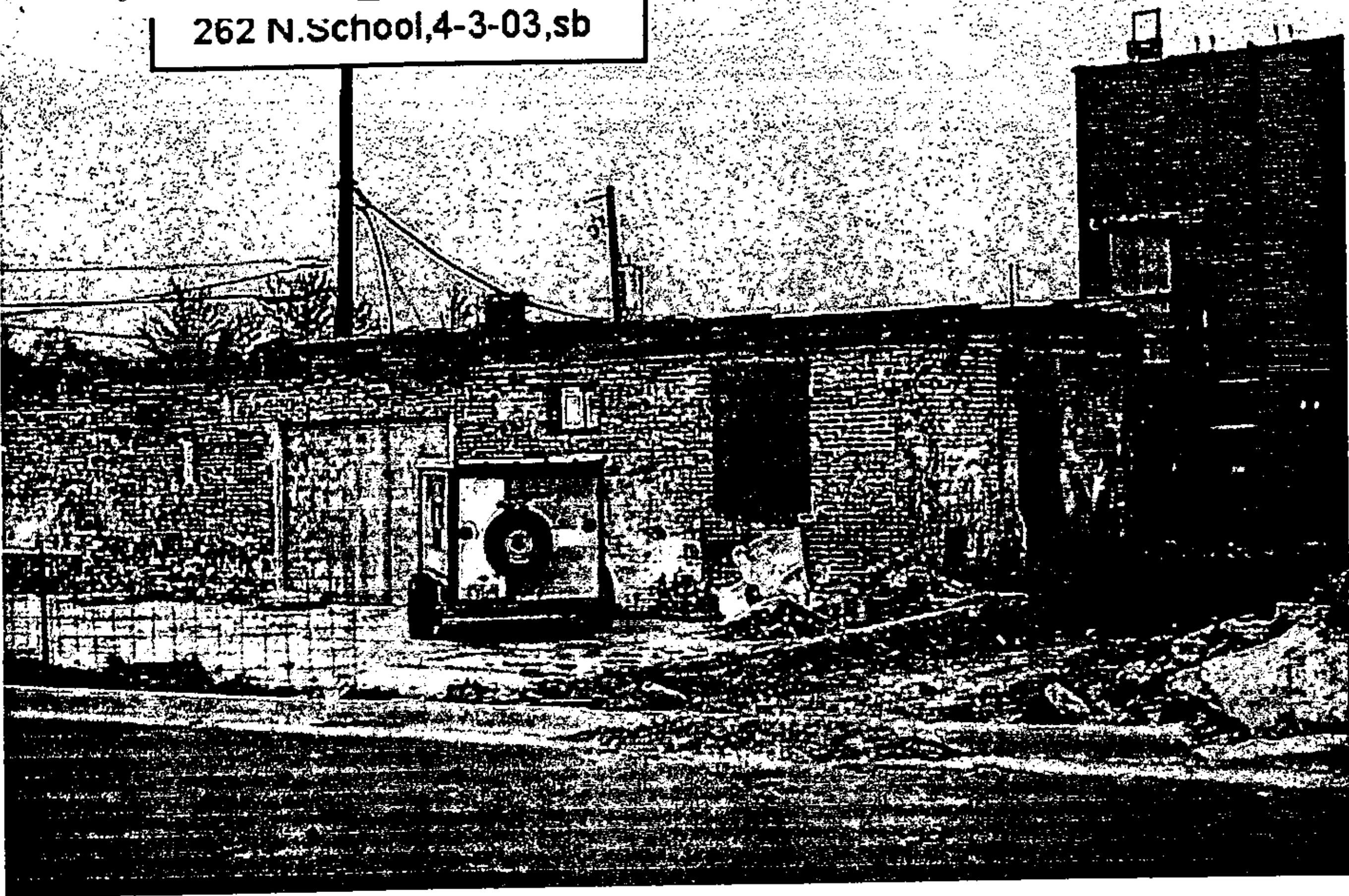


262 N School, 2-28-03,sb

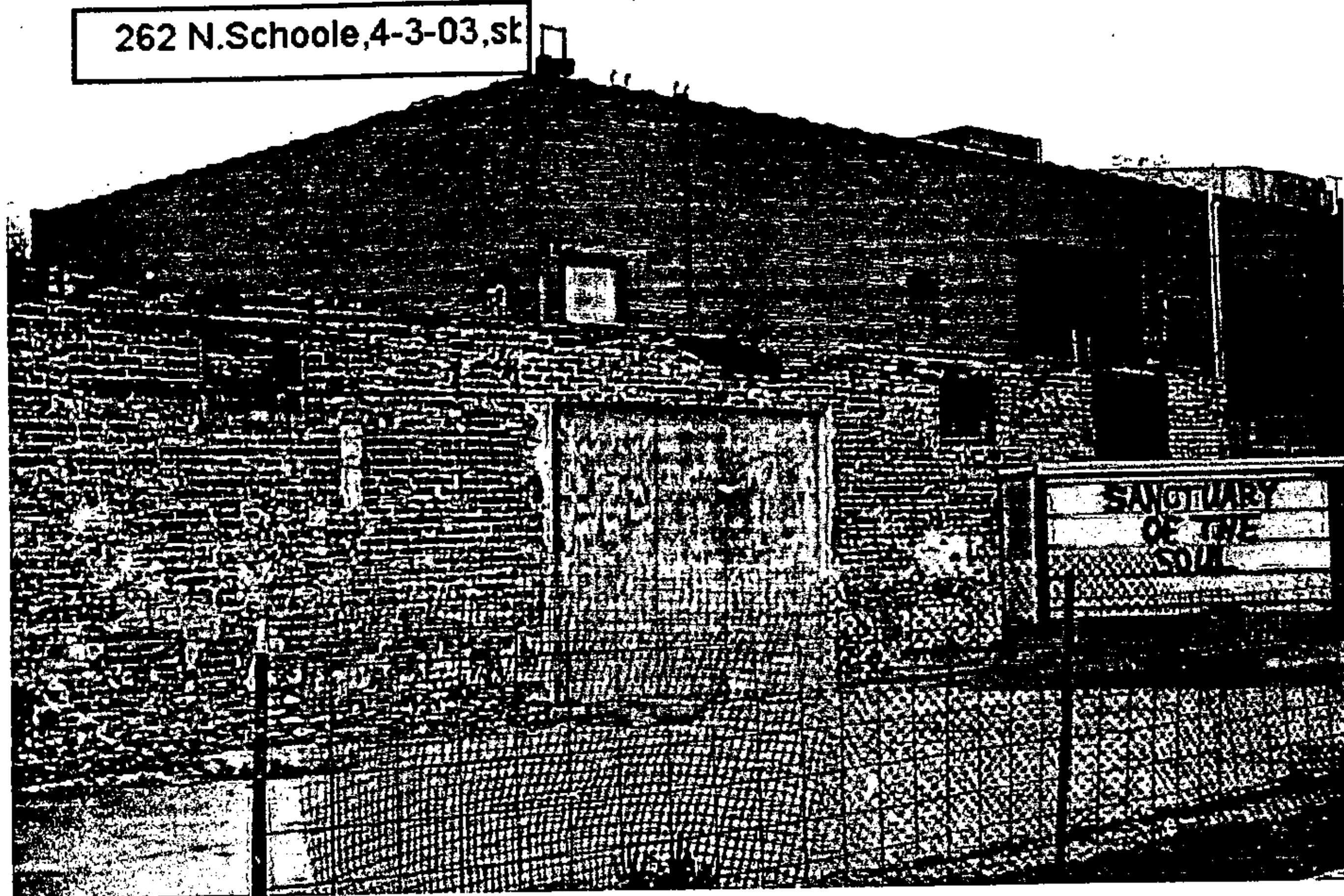




262 N.School,4-3-03,sb



262 N.Schoole,4-3-03,st

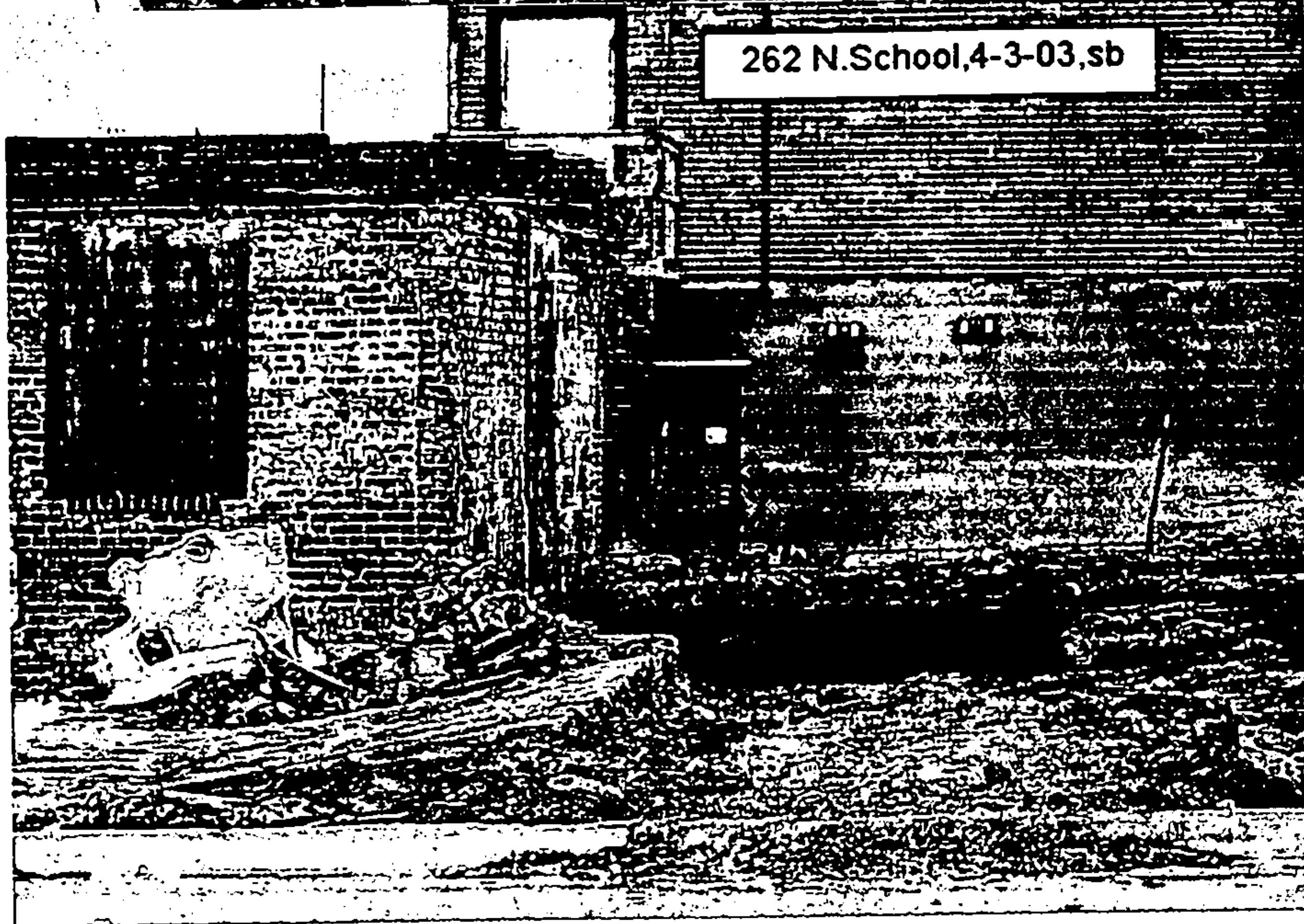


262 N. School, 4-3-03, sb

Public Hearing Raze &
Removal 226 N. School
C. 2. Page 21



262 N.School,4-3-03,sb



THE CITY OF FAYETTEVILLE, ARKANSAS

Memo

To: Mayor Hanna and City Council
From: Charles E. Venable *ce*
Date: July 27, 1998
Subject: Property Located at 226 North School (Timothy Klinger)

Summary of Events

- City purchased a parcel of land totaling 19,530 square feet with a building totaling 4,284 square feet in April 1990 for \$83,500.
- A portion of the land, 12,897 square feet, was converted into a parking lot for use by the Walton Arts Center, et al, following the purchase.
- On March 25, 1993, a public auction was held to dispose of the remaining parcel, 6,633 square feet, and the 4,284 square foot building. Five bids were received with the high bid in the amount of \$21,100. This bid, from Timothy Klinger, was approved by the City Council on June 15, 1993.
- In February 1995, problems with the building were noted by the Inspections Division and Mr. Klinger was notified of a potential hazard.
- March 10, 1995, it was noted that Mr. Klinger had made a good faith effort but more corrections were needed.
- November 1995, Mr. Klinger was notified the back wall of the building was unsafe. This wall was removed in early December.
- December 2, 1996, a letter from Kevin Crosson was sent to Timothy Klinger requesting schedule and plans for the property since no work had been done on the site and the building was continuing to deteriorate.

- April 14, 1997, a follow up letter was sent to Mr. Klinger since no reply had been received from the December 2, 1996, letter.
- May 22, 1997, notification from Inspections Division that the building had become dilapidated, unsafe, and detrimental to the public welfare was forwarded to Mr. Klinger requesting the owner to obtain a building permit and either repair or demolish the structure.
- June 23, 1997, a building permit was requested from the Inspections Division for the stabilization of the structure and the removal of debris, secure from vandalism, and to reroof a portion of the structure.
- June 24, 1997, letter from Inspections Division notifying Mr. Klinger that on July 1, 1997, the City Council would consider a resolution to determine if the structure should be razed and removed.
- June 25, 1997, letter from Timothy Klinger to Jerry Rose regarding his concern on the proposed council action.
- June 26, 1997, Inspections Division met with Mr. Klinger.
- June 30, 1998, letter from Timothy Klinger to the Inspections Division stating that an architect, Cal Canfield, had been retained and that the following schedule was developed:
 1. Preparation of preliminary design - two to three months
 2. Preparation of construction documents - three to four months
 3. Total design effort completed within seven months
 4. Construction to begin in the spring 1998
- June 30, 1997, memo from the Inspection Division to the City Council giving the status of the property and recommending that Mr. Klinger be given the time to accomplish the objectives outlined in his June 30 letter.
- July 1, 1997, the raze and removal resolution was introduced to the City Council. After discussion with Mr. Klinger, the City Council voted to table the resolution until such time as there is no progress shown on the time line or to completion of promise made by Mr. Klinger.
- July 3, 1997, letter from Mr. Klinger to the Inspections Division setting out the method of alleviating the problems at the site. Mr. Klinger agreed to:
 1. Cover all openings with either plywood or fencing
 2. Seal the front of the structure with fencing to allow easy viewing of the interior
 3. Seal the south and east walls with plywood

Mayor Hanna and City Council
Page 3

4. Seal one opening on the south with fencing to allow viewing of the interior
 5. Remove all loose blocks and bricks from the tops of all walls
- July 21, 1997, memo to Public Works and Inspections that the work was under way.
 - August 12, 1997, letter to Mr. Klinger from Inspections notifying him that a portion of the north wall was unsafe.
 - April 6, 1998, letter to Mr. Klinger from Inspections requesting status of proposed improvements.
 - April 17, 1998, letter Mr. Klinger to Inspections stating that the architect, Cal Canfield, had been terminated and that discussions with Richard Alderman were ongoing. He also stated that a commitment for construction financing had been secured.
 - July 23, 1998, memo from Inspections updating status of property stating that the building is secure although new graffiti has appeared on the inside of the north wall within with past six weeks. Also stated that no further communication had been received from Mr. Klinger since the April 17 letter.

CV:mm

cc Kevin Crosson
Bert Rakes
Jerry Rose

THE CITY OF FAYETTEVILLE, ARKANSAS

Date: July 1, 2003
To: Mayor and Council
From: Hugh Earnest 
Chief Administrative Officer
Subject: Raze and Removal at 226 N. School Ave.

Background

Our city staff has received a complaint relative to a structure at 226 N. School owned by Timothy and Christine Klinger. This particular structure has a long history relative to its condition and conformance with our ordinances. I have attached a 1998 memo from Charles Venable to the Mayor and Council summarizing the several commitments made regarding this structure. Based on inspections conducted by both the Fire Department and Code Compliance the building is unsightly, unsafe and dilapidated.

Current Situation

An unsafe buildings violation notice was sent to the owners in February of this year and receipt was acknowledged. The owners had until April 1, 2003 to acquire a permit and make repairs or demolish the building. Sometime after that date, some removal of concrete pads adjacent to the building was initiated. However, no building permit had been secured and work was halted pending a resolution of the issue. Despite several attempts, we have been unsuccessful in reaching Mr. Klinger to see if the situations could be resolved.

Recommendation

The last option available to a public corporation in cases of this nature is condemnation of private property and its use should always be after all options have been explored. However, in this case, we have moved very slowly for close to a decade to allow the investor to return the property to productive use. While we remain receptive to working with the owner, we believe that it is in the public interest to formally initiate a raze and removal action at this time. It is our recommendation that the Council so instruct the staff to proceed with appropriate legal action.

STAFF REVIEW FORM - NON-FINANCIAL OBLIGATION

Public Hearing Raze &
Removal Cato Springs Rd.
C. 3. Page 1YES AGENDA REQUEST

For the Fayetteville City Council Meeting of:

15
July 1, 2003

FROM:

Chad Ball

Com Res & Code Com

Com Plan & Engr Services

Name

Division

Department

ACTION REQUIRED: Public Hearing and Resolution to order the Raze and Removal of the dilapidated structures located at 1003, 1015, and 1017 W Cato Springs Road, Fayetteville, AR 72701

SUMMARY EXPLANATION:

See attached Memo

STAFF RECOMMENDATION:

Division Head

Date

Received in Mayor's Office

Date

Department Director

Date

City Attorney

Date

Cross Reference:

Previous Ord/Res#:

Finance & Internal Services Dir.

Date

Orig. Contract Date:

Chief Administrative Officer

Date

Orig. Contract Number:

Mayor

Date

New Item:

Yes

No



RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF DILAPIDATED AND UNSAFE STRUCTURES OWNED BY ALEX AND LORI MAHLER LOCATED AT 1003, 1015, AND 1017 WEST CATO SPRINGS ROAD IN THE CITY OF FAYETTEVILLE, ARKANSAS.

WHEREAS, Alex and Lori Mahler are the record owners of the real property situated at 1003, 1015, and 1017 West Cato Springs Road, City of Fayetteville, Washington County, Arkansas, more particularly described as set forth in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the City Council has determined that the structures located on said property are dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Alex and Lori Mahler, having been properly served with a Violation Notice via Certified Mail, and given thirty (30) days to correct said violation, have refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structures.

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

Section 1. That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Alex and Lori Mahler are hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structures located on the aforementioned real property. The manner of removing said structures shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2. That if Alex and Lori Mahler do not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structures to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

PASSED and APPROVED this 15th day of July 2003.

APPROVED:

By: _____

DAN COODY, Mayor

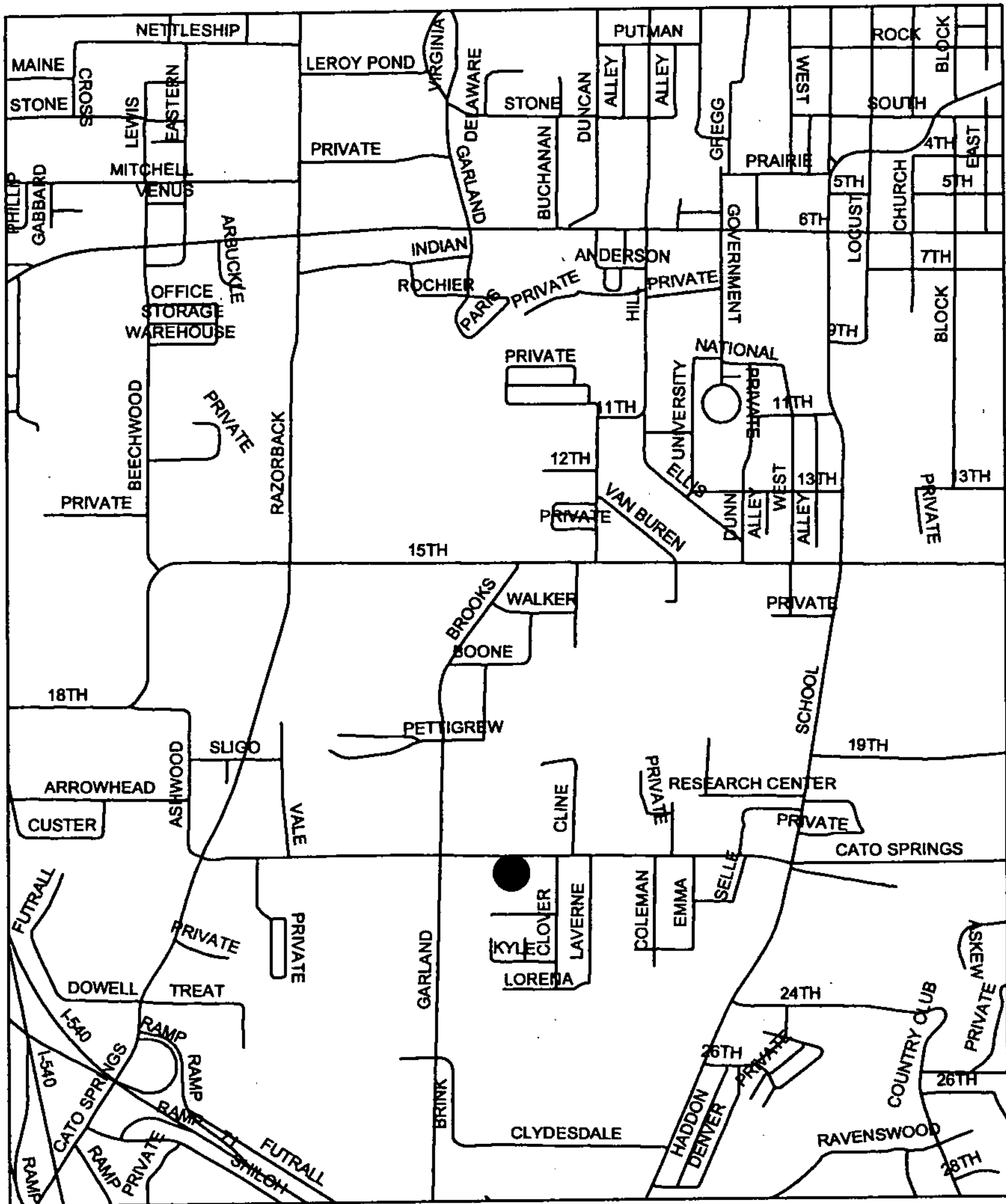
ATTEST:

By: _____

SONDRA SMITH, City Clerk

EXHIBIT "A"

Part of the Northwest quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28) in Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows, to-wit: Beginning at a point 215 feet East of the Northwest corner of said forty acre tract and running thence East 332 feet more or less to the centerline of branch, thence in a Southwest direction along center of branch to a point due South of the beginning point, thence North to the point of beginning, less and except that portion on the North side embraced in Cato Springs Road, also less and except part of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28) in Township Sixteen (16) North, Range Thirty (30) West, described as follows, to-wit: Beginning at a point 425 feet East of the Northwest corner of said forty acre tract, and running thence East 70 feet, more or less, thence South to the centerline of branch, thence in a Southwest direction along the center of branch to a point due South of the beginning point, thence North to the point of beginning.



1003, 1015, 1017 W Cato Springs Road



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701

DEPARTMENTAL CORRESPONDENCE

DATE: June 5, 2003
TO: Tim Conklin, CP&E Director
THRU: Yolanda Fields, CRCC Director
FROM: Chad Ball, Code Compliance Administrator
SUBJECT: Raze & Removal Resolution

Background

Service Request #5484, Case#1283: Code Compliance received a complaint about the unsafe, unsightly, and dilapidated buildings on the property owned by Alex & Lori Mahler. The properties are located at 1003, 1015, and 1017 W Cato Springs Road. Based on inspections conducted by the Fire Marshall and Code Compliance the buildings are unsightly, unsafe, and dilapidated. An Unsafe Buildings violation notice was sent to the owners on March 14, 2003. Alex Mahler signed for the notice on March 18, 2003. By ordinance the owners were given until April 17, 2003 to acquire a permit and make repairs or to demolish and remove the building.

Current Status

There is not a current building permit on this building. As shown in the pictures, some demolition work has been done on the buildings. The buildings do not meet the City Ordinances. The owners were notified by certified mail of a public hearing on July 1st to consider the Raze and Removal of the structure.

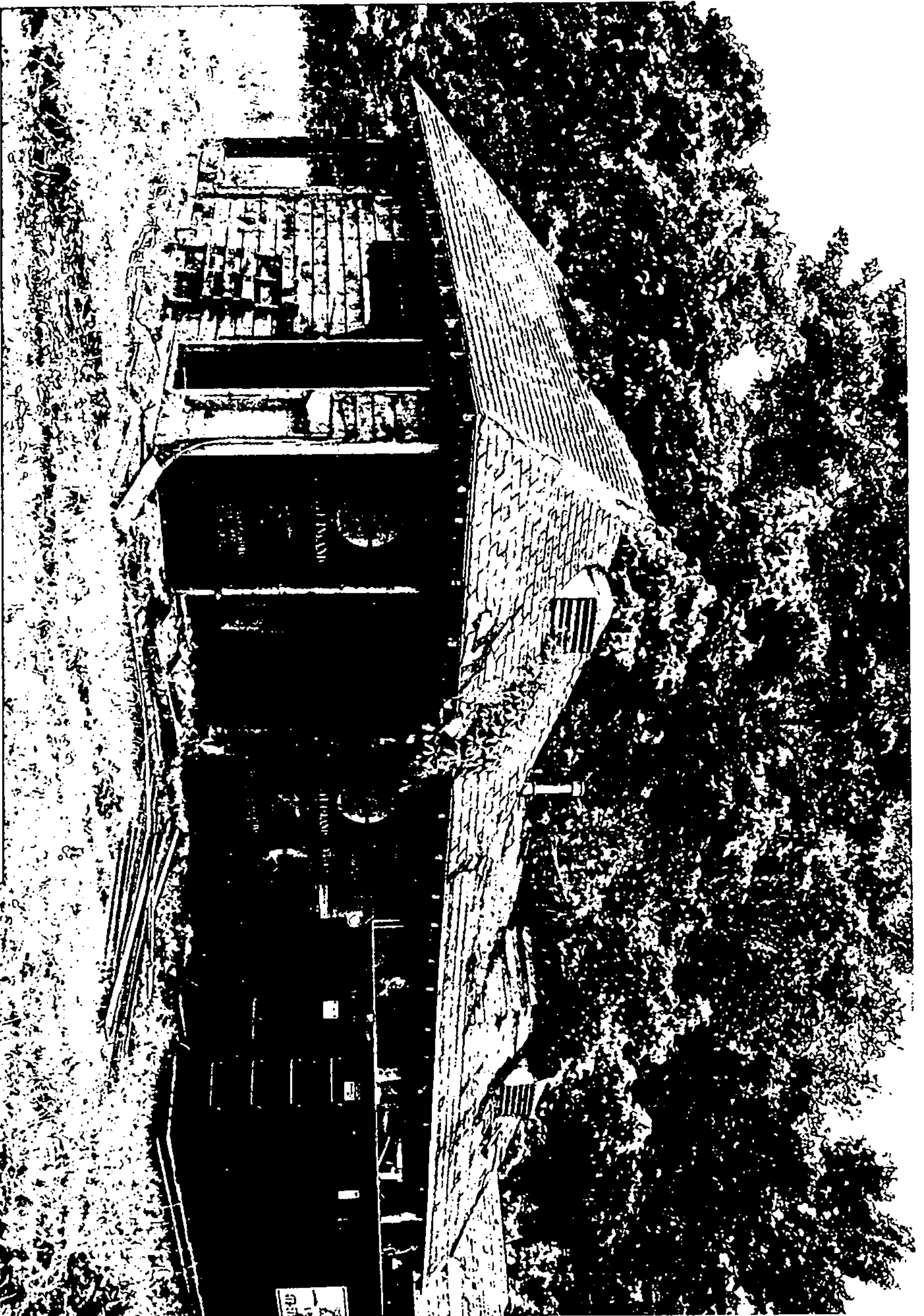
Recommendation

The staff recommends a resolution to order the Raze & Removal of the structures.

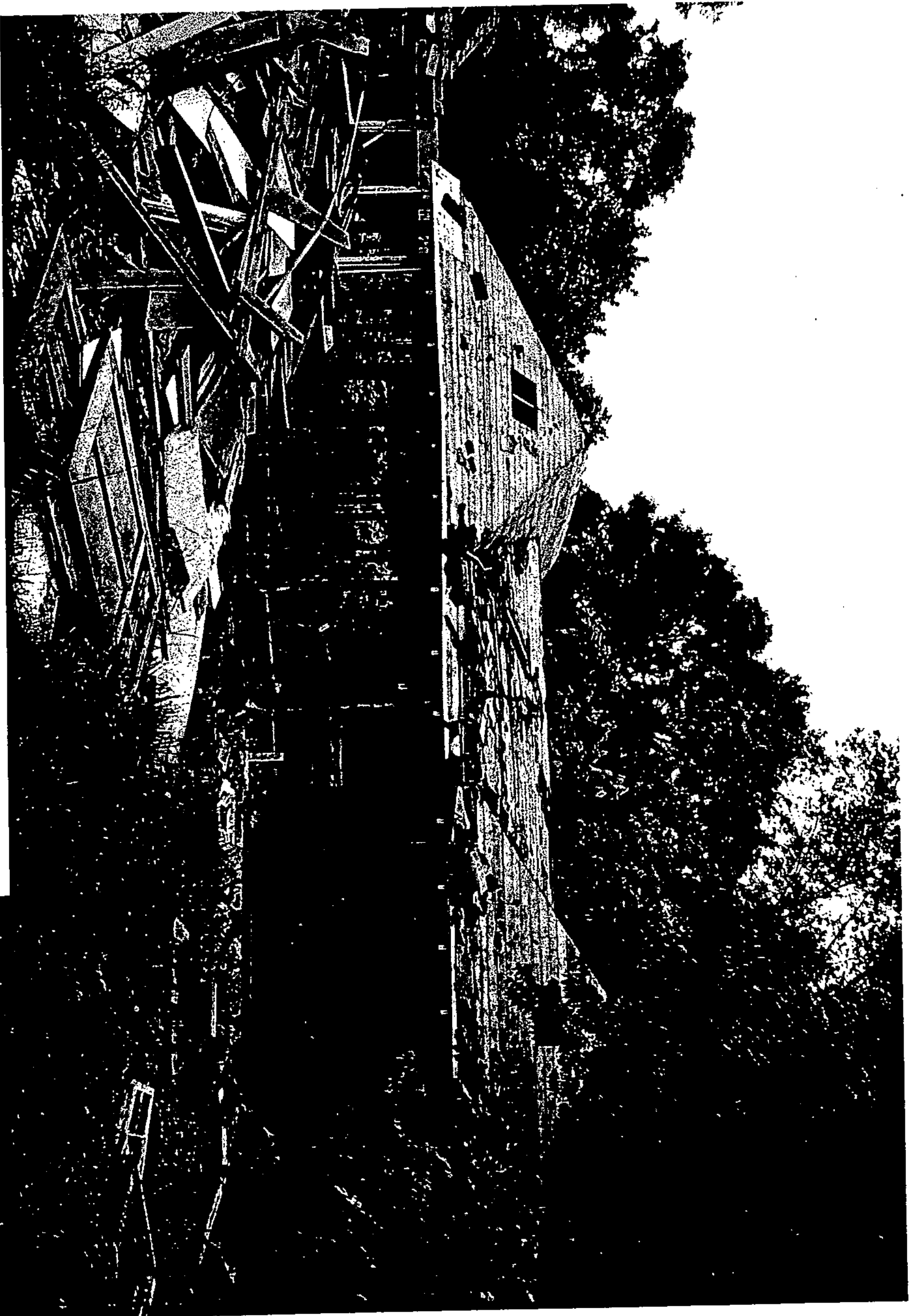
1003 W. Cato Springs Rd., cb, 6-5-03



1015 W. Cato Springs Rd., cb, 6-5-03



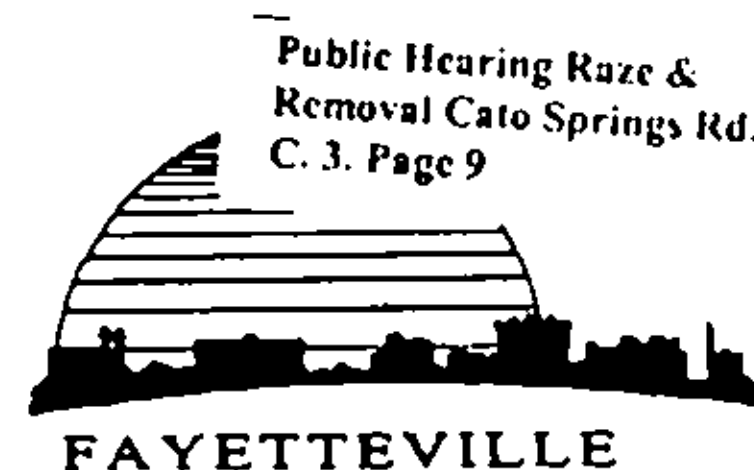
1017 W. Cato Springs Rd., cb, 6-5-03





City of Fayetteville
Code Compliance Section
113 West Mountain Street
Fayetteville, AR 72701

Helping to build a better Community



May 23, 2003

Alex & Lori Mahler
PO Box 3582
Fayetteville, AR 72702

RE: Enforcement of Ordinance 173.08
Arkansas Code Ann. § 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. §14-56-203 at 173.08 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwellings located at 1003, 1015, and 1017 W. Cato Springs Road, should be Razed and Removed. You are free to appear at this hearing to present any evidence or statements. Please call and inform me if you plan to appear at the public hearing. If you need additional information concerning this process, please call or if you have information that we are not aware of please call the Code Compliance Office (479) 444-3430.

The hearing will be part of a regular City Council meeting – probably on July 1, 2003 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. It is possible that this hearing may be conducted at a later meeting such as July 15, 2003 or thereafter. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (575-8323) for information confirming the date of the public hearing.

Sincerely,

Chad Ball
Code Compliance
Administrator

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alex & Lori Mahler
P.O. Box 3582
Fayetteville, AR
72702

2. Article Number

(Transfer from service label)

7001 1940 0001 4906 3045

PS Form 3811, August 2001

Domestic Return Receipt

1485-1489

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Postmark
Here

5-23-03

Sent To

Alex & Lori Mahler

Street, Apt. No.,
or PO Box No.

PO BOX 3582

City, State, ZIP+4

Fayetteville, AR 72702

PS Form 3800, January 2001

See Reverse for Instructions



HELPING TO BUILD A BETTER COMMUNITY

Public Hearing Raze &
Removal Cato Springs Rd.
C. 3. Page 11
City of Fayetteville
Community Code Enforcement
113 West Mountain Street
Fayetteville, Arkansas 72701
Fax 479- 444-3445

VIOLATION NOTICE

March 14, 2003

CASE NO. 01283

Owner: Alex & Lori Mahler
P. O. Box 3582
Fayetteville, AR 72702

RE: Property @ 1003, 1015-17 W. Cato Spgs Rd., Fayetteville, AR
WC Parcel# 765-15370-000

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. Please feel free to call our office at (479) 575-8237 for clarification of this notice or advice on how to correct the problem.

Suspected Violation That Needs Correction:

§ 173.08 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

Please obtain a building permit and make repairs as required or demolish the building and remove all debris from the lot.

Potential Penalties if not corrected within thirty (30) days from the service of this Notice include: Condemnation.

Appeal: If you disagree with our conclusion that your property contains a violation of the ordinance listed above, you have a right to file an appeal with the City Council.

Sincerely,

Preston Hammons
Code Compliance Officer

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <i>[Signature]</i> ☐ Agent ☐ Addressee X B. Received by (Printed Name) _____ C. Date of Delivery 3-18-03 D. Is delivery address different from Item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: <i>Alex Thor; Walker</i> <i>PO Box 3582</i> <i>Fayetteville, AR 72702</i>		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) 7001 1940 0001 4913 5674		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, August 2001 Domestic Return Receipt *1283 PL* 102595-01-M-2509

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only: No Insurance Coverage Provided)	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To <i>Alex Thor; Walker</i> Street, Apt. No., or PO Box No. <i>PO Box 3582</i> City, State ZIP+4 <i>Fayetteville, AR 72702</i>	
PS Form 3800, January 2001 See Reverse for Instructions	

Record 1 of 1 Last Updated 06/17/03

Parcel Number: 765-15370-000 Prev. Parcel Number: 148439-000-00 Type: RI
 Location:
 Owner Name: MAHLER, ALEX & LORI
 Mailing Address: P.O. BOX 3682 FAYETTEVILLE AR 72702
 Lot: Block: S-T-R: 28-16-30
 Addition: 28-16-30 FAYETTEVILLE OUTLOTS
 School District: FAYETTEVILLE SCH, FAY Tax District: 011
 City: FAYETTEVILLE
 Legal: PT NW NW 1.25A
 Current Year A79 Credit Status:
 Last Appraised: 2001

	Appraised Value	Taxable Value
Land	20,450	4,090
Improvement	33,450	6,690
Total	53,900	10,780

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Total Tax	Total Tax Paid	A79 Credit	A79 Status	Payment Status
2002	10,780	\$560.13	\$0.00	\$0.00	\$0.00	\$560.13	\$0.00			
2001	10,571	\$549.27	\$0.00	\$0.00	\$0.00	\$549.27	\$549.27			PAID
2000	9,610	\$504.53	\$0.00	\$0.00	\$0.00	\$504.53	\$504.53			PAID
1999	9,610	\$492.03	\$0.00	\$0.00	\$0.00	\$492.03	\$492.03			PAID
1998	9,610	\$492.99	\$0.00	\$0.00	\$0.00	\$492.99	\$492.99			PAID
1997	9,610	\$492.99	\$0.00	\$0.00	\$0.00	\$492.99	\$492.99			PAID
1996	9,610	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			PAID
1995	9,610	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			PAID

Available Tax Payment Receipt(s)

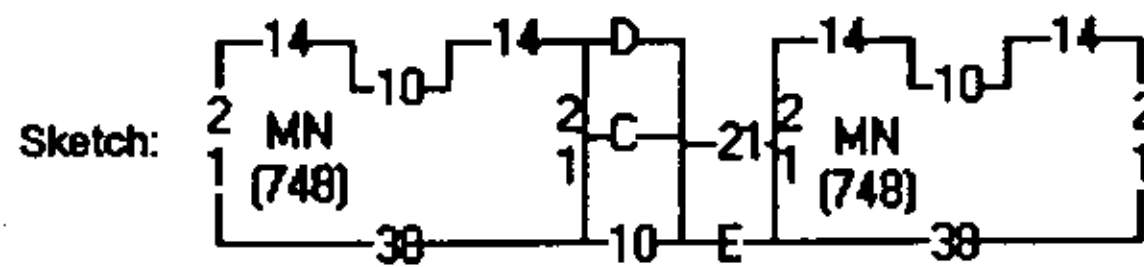
Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2001	91983	10/10/02	\$549.27	\$0.00	\$0.00	\$0.00	\$0.00	\$549.27
2000	12677	10/08/01	\$504.53	\$0.00	\$0.00	\$0.00	\$0.00	\$504.53
1999	5897	10/11/00	\$492.03	\$0.00	\$0.00	\$0.00	\$0.00	\$492.03

Deed History

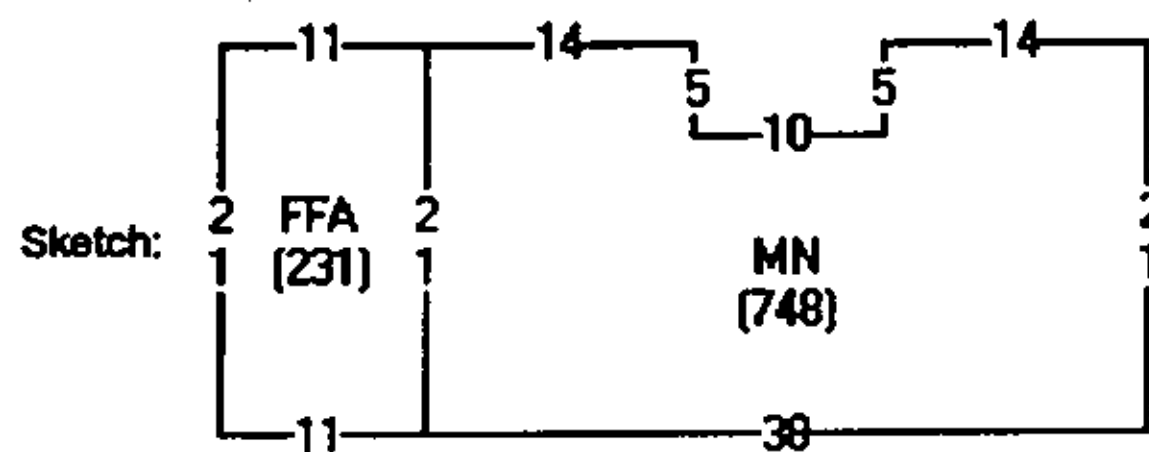
Date	Book	Page	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
4/2/1987	1231	528-9	MAHLER, ALEX & LORI	PO BOX 3682	CD	0	0.00
1236/802-803-COMMISSIONER'S DEED CORR LEG. 10/8/87: FOR 87: TRANSFER 1-DWG TO #765-15371-000. REAPPRAISAL PLACED HERE IN ERROR. DJH. CR #4116 CHG #4251.							
1/1/1985	918	978	EDMISTON-PREWITT DEVELOPMENT CO.			0	0.00
1198-494-NO REV QCD FROM JOAN TO JEREMY.							

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
1	DP	F8	1596	1596	44	

Public Hearing Raze &
Removal Cato Springs Rd.
C. 3, Page 14



Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Age or Year Constructed	Basement Area
2	SF	FS	748	748	44	



[Next Item](#) | [Previous Item](#) | [Return to Search Results](#) | [Modify Search](#) | [New Search](#)

COMMISSIONER'S DEED

Foreclosure

FILED
FOR RECORD

87 APR 22 PM 2:04

WASHINGTON COUNTY AR
ALMA KOLLMAYER
CIRCUIT CLERK

THIS INDENTURE

Made this 2nd day of April A. D. 1987

by and between Alma Kollmeyer as Commissioner in Chancery, party of the first part hereto, and Alex Mahler and Lori Mahler, husband and wife, part of the second part hereto, witnesses that

WHEREAS, At a term of the Washington Chancery Court, begun and held in and for the County of Washington in the State of Arkansas, on the 1st Monday in January, A. D. 1987, it was by said court, on the 4th day of March, A. D. 1987, a day of said term, among other things, ordered, adjudged and decreed in a certain civil action in equity then pending therein, between First Federal Savings of Arkansas, P. A. Plaintiff, and Edmiston-Prewitt Development Company, Inc.; Jeremy Hess, and Joan Hess, Defendants, that they the said Defendants do pay to the plaintiffs

the sum of \$19,572.87 Dollars with interest thereon from the date of said decree until paid at the rate of 10 per cent per annum, and all costs, being the amount adjudged to be due in the decree in action, and secured by One certain mortgage recorded in the Recorder's Office of said Washington County, in Book 938 at page 246. And that in default of payment of said sum, or any portion thereof, on or before 10 days after the rendition of said decree, that all right, title, interest and equity of redemption of said defendant to said original complaint, and all the right and possibility of dower of the defendant in and to the following described real estate, to-wit:

Part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-eight (28) in Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows, to-wit: Beginning at a point 215 feet East of the Northwest corner of said forty-acre tract and running thence East 332 feet more or less to the centerline of branch, thence in a Southwest direction along center of branch to a point due South of the beginning point, thence North to the point of beginning, less and except that portion on the North side embraced in Cato Springs Road, also less and except part of the Northwest Quarter (NW1/4) of Section Twenty-eight (28) in Township Sixteen (16) North, Range Thirty (30) West, described as follows, to-wit: Beginning at a point 425 feet East of the Northwest corner of said forty-acre tract, and running thence East 70 feet more or less, thence South to the centerline of branch, thence in a Southwest direction along the center of branch to a point due South of the beginning point, thence North to the point of beginning.

situate in Washington County, Arkansas, be foreclosed and forever barred; that after the Commissioner shall have given notice of the time, place and terms of sale, in the manner, and for the time prescribed in said decree, the said land be sold by Alma Kollmeyer, party of the first part hereto (who was by said Court in said decree nominated and appointed Commissioner of said Court for that purpose) at public vendue, to the highest bidder, on a credit of three months, at the West door of the Court House of Washington County, Arkansas, in which said Court is held, between the hours prescribed by law for judicial sales, on a day to be fixed by said Commissioner.

AND WHEREAS, That said sum of money, interest and costs aforesaid, for the period of 10 days after the rendition of said decree did remain wholly unpaid, and said party of the first part, as such Commissioner, pursuant to the order and directions contained in said decree, gave notice, for a greater period than twenty days prior to the day of sale, of the time, place and terms for sale of said parcel of land, by the publication of an advertisement thereof, the number of insertions and in the manner prescribed by the terms of said decree, in the The Springdale News, Inc., a newspaper printed and published in said County of Washington, and having a bona fide circulation therein, that he, as such Commissioner, would on the 2nd day of April, A. D. 1987, between the hours, at the place, and on the terms set forth in said advertisement, offer said land and premises for sale, and on that day, between the hours prescribed by law for judicial sales, did offer said parcel of land and premises for sale at public vendue to the highest bidder, on a credit of three months, at the West door of the Court House of said Washington County, and at such offering so made to the said part of the second part did bid and offer for said parcel of land and premises, the sum of \$21,901.00 Dollars.

AND WHEREAS, That said part 1 (s) of the second part have executed and delivered to me, as such Commissioner, a note with approved securities, payable three months after date and bearing interest as required by said decree, for the purchase money so bid at such sale.

AND WHEREAS, The undersigned as such Commissioner, did make a written report of the sale so made by him to the said Chancery Court, and the same was by the court in all things approved and the sale confirmed, and the undersigned, as such Commissioner, was ordered to make a deed to the said purchaser, as will appear by reference to the duly entered order of said Court in said action.

NOW, THEREFORE, The undersigned, as Commissioner in Chancery as aforesaid, and as party of the first part to these presents, in order to carry into effect the sale made as aforesaid in pursuance of the decree of said Chancery Court, to convey the title of the parties hereinafter named to said land and premises, pursuant to the orders of said Court, and in consideration of the premises and the said sum of \$21,901.00 Dollars paid as aforesaid, hath granted, bargained and

and by these presents doth grant, bargain, sell and convey, unto the said

1231-528

Alex

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Chancery

WASHINGTON
COUNTY, ARKANSAS

STATE OF
COUNTY OF

A. D. 1987
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Examined
Notary

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Notary

Notary

Alex Mahler and Lori Mahler, husband and wife,

parties of the second part hereto, all the right, title, interest of claim, either in law or equity, of

First Federal Savings of Arkansas, F. A.

The said defendants, including the dotal rights of Joan Hess

and all other parties to said suit in Chancery, in or to said parcel of land, with all improvements thereon, and all and singular the rights, privileges, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said tract or parcel of land and premises, together with all improvements thereon, and all privileges and appurtenances thereunto belonging, or in anywise appertaining, unto the said party of the second part and their heirs and assigns forever.

IN TESTIMONY WHEREOF I

Alma Kollmeyer

the said party of the first part, hereunto subscribe my name and affix my seal, as such Commissioner in Chancery, on day first herein above written.

ARKANSAS

Alma Kollmeyer

STATE OF ARKANSAS

COUNTY OF WASHINGTON

In the Washington Chancery Court at the April

Term thereof

A. D. 1987, on the 2nd day of April

A. D. 1987

First Federal Savings of Arkansas, F. A.

Plaintiff

Edmiston-Prewitt Development Company, Inc.;

Va. No. E86-1296

Jeremy Hess and Joan Hess

Defendants

On this day comes

Alma Kollmeyer

the Commissioner appointed

to execute the decree rendered in this action, and here present to the Court his deed, as such Commissioner, to Alex Mahler and Lori Mahler, Husband and wife

the purchaser of the land and premises described and condemned to sale in said decree, and upon examination of said deed the same is by the Court in all things approved. And thereupon the said

Alma Kollmeyer, as such Commissioner, here in open Court doth acknowledge that he has executed said deed to said Alex Mahler and Lori Mahler, husband and wife

to the land and premises therein described.

For the consideration, uses and purposes therein mentioned and set forth. And thereupon the Court doth order that a transcript of this order of approval and entry of acknowledgment be indorsed upon said deed and duly certified by the Clerk, under the seal of this Court, to the end that the same may be admitted to record in the office of the Recorder of Washington County, Arkansas.

IN TESTIMONY That the foregoing part of one page of printed and written matter contains a true, complete and compared transcript of this order of approval and entry of acknowledgment, duly entered of record in the Record Book No. 168 at page 840 of the Chancery Court of Washington County, Arkansas, I

Alma Kollmeyer

as Clerk of said Court, do hereunto subscribe my name

and hereto affix the seal of said Court, at the office of the Clerk of said Court, in said County, this the 2nd day of April A. D. 1987



Alma Kollmeyer Clerk
D. C.

Examined, approved and sale confirmed in open court this the April 2nd day of April, 1987

John Linberger, Chancellor

Notary Public
My Comm. Expires
I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the Court in and to which said records are duly filed and recorded.

1231 PG 529

COMMISSIONER'S DEED

ALDERMAN AGENDA REQUEST FORM

Amend Chapter 33
Telecommunications Board
C. 4. Page 1

FOR: COUNCIL MEETING OF July 15, 2003

FROM:

ALDERMAN DON MARR

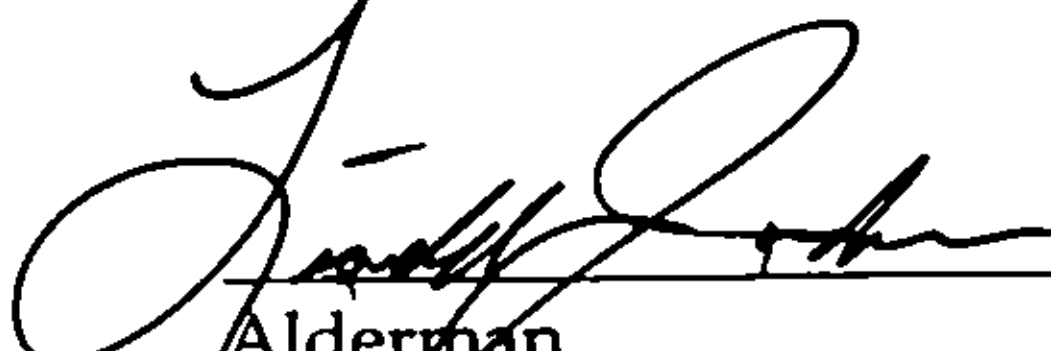
ALDERMAN LIONELD JORDAN

ORDINANCE OR RESOLUTION TITLE AND SUBJECT: An Ordinance
Amending Chapter 33, Departments, Boards, Commissions And Authorities, Of
The Code Of Fayetteville, By Redefining The Composition, Officers, Staffing,
Procedures, and Duties Of the Telecommunications Board

APPROVED FOR AGENDA:


Alderman

7/1/2003
Date


Alderman

7/1/03
Date


City Attorney (as to form)

7/1/2003
Date

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 33, DEPARTMENTS, BOARDS, COMMISSIONS AND AUTHORITIES, OF THE CODE OF FAYETTEVILLE, BY REDEFINING THE COMPOSITION, OFFICERS, STAFFING, PROCEDURES, AND DUTIES OF THE TELECOMMUNICATIONS BOARD.

WHEREAS, under the terms and conditions of the cable television franchise agreement the city is given, among other responsibilities, the duty to regulate cable television channels for public access, educational and governmental (PEG) programming; and,

WHEREAS, the use of the public rights of way in the City of Fayetteville, Arkansas, includes other telecommunications services as well as cable television services; and,

WHEREAS, the City Council of the City of Fayetteville, Arkansas, desires to redefine the scope of the current Telecommunications Board to serve in an advisory capacity regarding telecommunications issues, to promote the use of public information media, and to serve as a coordinating body for issues relating to the provision of different telecommunications services;

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

Section 1. That §33.205 through §33.211, "Telecommunications Board" is hereby repealed and the following placed in its stead:

§33.205. **Purpose and Intent.** It is the purpose and intent of the City Council of the City of Fayetteville to redefine the scope of the current Telecommunications Board to advise the City Council on telecommunications issues and to coordinate and oversee telecommunications franchise systems and use of the public rights of way designated for public access, educational, and governmental (PEG) use in the City of Fayetteville as part of the city's telecommunications infrastructure.

(a) **Definitions.** For the purposes of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(1) *Education Channels.* Education channels shall provide programming that is educational and informational, with an emphasis on locally-produced

programming. Programs may also be instructional, with learning potential for all audiences.

(2) *Government Channels.* Government channels provide citizens with convenient access to the city government. The station shall be operated in an unbiased manner. The goal is to create an informed and involved citizenry. Content will generally be created or acquired by local government employees, elected officials, and volunteers, and will typically provide information about services provided by local, State, and regional governments, issues faced by local governments, and public meeting coverage.

(3) *Public Access Channels.* Public access channels provide a forum for local residents to express themselves. Content may include video and other electronic information produced, directed and engineered by community members. These productions focus on many aspects of community life, ranging from the services and activities of community organizations to the opinions, beliefs and artistic expressions of individuals in the community, or outside productions requested and introduced by community members.

(4) *Telecommunications Infrastructure.* Telecommunications infrastructure means the shared portions of the telecommunications transmission facilities used by the city, including public rights of way, all transmission mechanisms, and associated equipment and software components necessary for the management and control of the city's information network. Telecommunications facilities include, but are not necessarily limited to: terrestrial radio, optical fiber cables, satellite communications, radio and television stations (traditional broadcast as well as cable and satellite broadcast), and public switched telephone network.

§33.206. Composition. The Fayetteville Telecommunications Board shall consist of seven members appointed by the City Council. Members shall have experience in any one of the following areas: telecommunications infrastructure management, public policy development regarding communication and telecommunications issues, television, or other appropriate expertise. Members shall be registered voters and residents of the City of Fayetteville, and shall have resided therein for at least six (6) months prior to their appointment. Those members serving as of the effective date of this ordinance shall retain their seats until _____, 2003, at which point all of the positions shall be open for appointment. At the first regular meeting after appointment, the members shall draw lots to determine the length of their initial term. One (1) member shall serve a term of one (1) year; two (2) members shall serve terms of two (2) years; two members shall serve terms of three (3) years; and two (2) members shall serve terms of four (4) years. Thereafter, members shall serve staggered four-year terms. Vacancies in an unexpired term shall be filled by the City Council for the

remainder of the term. Any person who serves two consecutive terms on the Telecommunications Board shall not be eligible for reappointment until one term of office has expired, unless there are an insufficient number of qualified applicants to fill all vacancies.

§33.207. Officers. The Telecommunications Board shall elect from its members a chairperson, who shall serve a one-year term and shall be eligible for re-election to a subsequent term or terms. Further, the Telecommunications Board may elect such additional officers and establish any committees as it deems necessary for the proper performance of its duties.

§33.208. Staff Support. The Mayor shall designate city employees to assist the Telecommunications Board in performing its duties and carrying out its responsibilities under this ordinance.

§33.209. Procedures.

(a) the Telecommunications Board shall meet at least once each month and may meet more frequently if necessary to carry out its duties. Four members shall constitute a quorum.

(b) the Telecommunications Board shall establish rules and regulations governing its procedures.

(c) the Telecommunications Board's meetings and records shall be subject to the provisions of the Arkansas Freedom of Information Act, A. C.A. §§25-19-101 *et seq.*, as it may be from time to time amended.

(d) the Telecommunications Board shall provide the City Council an annual report briefly summarizing its previous year's activities, and outlining its goals for the next.

§33.210. Duties.

(a) The Telecommunications Board shall advise the City Council and make recommendations on telecommunications infrastructure issues, including but not limited to the following:

(1) Use and administration of cable TV channels designated for public access, educational, and governmental (PEG) use;

(2) Use and administration of telecommunications facilities and use of public rights of way for telecommunications infrastructure;

(3) Establishment and use of the City's PEG facility;

(4) Any reports submitted to the City by a cable TV operator, PEG channel user, telecommunications agency, or other entities regarding telecommunications matters;

(5) Funding for public access, educational, and governmental (PEG) operations;

(6) Funding for the development and maintenance of the city's telecommunications infrastructure;

(7) Performance of any cable or telecommunications operator serving the city, with regard to rates, customer service, technical standards, programming, and requirements of the applicable franchise agreement; and

(8) Renewal of any franchise agreement between a telecommunications agent and the City.

(b) Further, the Telecommunications Board shall have the following duties and responsibilities:

(1) Oversee the administration of the City's PEG facility;

(2) Oversee the administration of any cable television channels or other telecommunications facilities designated for public access, educational, or governmental (PEG) use, unless the City Council enters into a contract with another entity or institution for such administration. If the city enters into a contract with another entity for administration of a PEG channel, the Telecommunications Board shall ensure contract compliance. Whether administered by the city or contracted, the Telecommunications Board shall facilitate the creation of policies regarding cablecast material selection, time guidelines for cablecast material, viewer and facility user complaint/feedback practices, and other such policies regarding the use and administration of the channels.

(3) Perform periodic evaluations of contract compliance for all contracts relating to telecommunications. A summary of all evaluations shall be forwarded to the City Council quarterly for their review.

(4) Facilitate dispute resolution concerning PEG channels, including but not limited to operations, program content, etc.; track the complaints filed by citizens to assure that telecommunications providers are

responding to complaints in an effective and timely manner.

(5) Promote public awareness, use and viewership of PEG channels;

(6) Identify telecommunications needs and solutions in the City and define innovative approaches to the use of expanding digital capacity;

(7) Promote public awareness of telecommunications policy issues; and,

(8) Forward a report to the City Council recommending either renewal or replacement of any cable or telecommunications agent no less than 45 days before the contract's expiration.

(c) The Telecommunications Board shall have authority to establish and disseminate such guidelines and regulations as are necessary to carry out the duties and responsibilities set forth in this section.

PASSED and APPROVED this 15th day of July, 2003.

APPROVED:

DAN COODY, Mayor

ATTEST:

By

SONDRA SMITH, City Clerk

ALDERMAN AGENDA REQUEST FORM

Smoking in Certain Public
Places
C. 5. Page 1

15,
FOR: COUNCIL MEETING OF July 1, 2003

FROM:

DON MARR, ALDERMAN and SHIRLEY LUCAS, ALDERMAN

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An ordinance to amend §95.05 Regulation Of Smoking In Certain Public Places of the Code of Fayetteville and to enact a replacement §95.05 Regulation Of Smoking In Most Public Places And Places Of Employment in order to remove exemptions for bars, pool halls, small restaurants, beauty salons, barber shops and designated smoking areas in enclosed public access areas in restaurants, theaters, roller rinks, bowling alleys, and retail stores, etc.

APPROVED FOR AGENDA:

Donald A. Marr 6-23-2003
Alderman Date

Shirley Lucas 6-23-03
Alderman Date

D. J. Whit 6/23/03
City Attorney (as to form) Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §95.05 REGULATION OF SMOKING IN CERTAIN PUBLIC PLACES OF THE CODE OF FAYETTEVILLE AND TO ENACT A REPLACEMENT §95.05 REGULATION OF SMOKING IN MOST PUBLIC PLACES AND PLACES OF EMPLOYMENT IN ORDER TO REMOVE EXEMPTIONS FOR BARS, POOL HALLS, SMALL RESTAURANTS, BEAUTY SALONS, BARBER SHOPS AND DESIGNATED SMOKING AREAS IN ENCLOSED PUBLIC ACCESS AREAS IN RESTAURANTS, THEATERS, ROLLER RINKS, BOWLING ALLEYS, AND RETAIL STORES, ETC.

WHEREAS, Ordinance No. 3584 enacted on December 17, 1991, regulated smoking in numerous public places, but permitted designated smoking areas in restaurants, theaters, museums, galleries, malls, hotels, motels, banks, retail stores, health spas, roller rinks, bowling alleys, etc.; and

WHEREAS, Ordinance No. 3584 codified as §95.05 Regulation of smoking in certain public places did not apply to bars, separated bars in restaurants, beauty salons, barber shops, convenience stores, pool halls and small restaurants nor many places of employment; and

WHEREAS, scientific studies have proven that second hand tobacco smoke is a recognized carcinogen and is otherwise dangerous and causes diseases in the health of nonsmokers; and

WHEREAS, the United States Surgeon General has determined that separation of smokers and nonsmokers within the same airspace does not eliminate exposure of nonsmokers to second hand smoke; and

WHEREAS, employees who work in a smoke-filled business suffer 25%-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer; and

WHEREAS, the Fayetteville City Council has determined that further restrictions of smoking in enclosed public places and work places are needed to protect the health and safety of citizens and to ensure the right of nonsmokers to breathe smoke free air; and

WHEREAS, economic analyses have shown no difference or a positive economic impact after enactment of laws requiring workplaces to be smoke free; and

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke is a cause of

disease in healthy nonsmokers, including heart disease, stroke, respiratory disease, and lung cancer. The National Cancer Institute determined in 1999 that secondhand smoke is responsible for the early deaths of up to 65,000 Americans annually; and

WHEREAS, secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease. Children exposed to secondhand smoke have an increased risk of asthma, respiratory infections, sudden infant death syndrome, developmental abnormalities, and cancer; and

WHEREAS, The Americans With Disabilities Act, which requires that disabled persons have access to public places and workplaces, deems impaired respirator function to be a disability.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals **§95.05 Regulation of smoking in certain public places of the Fayetteville Code**, in its entirety and enacts the following new **§95.05 Regulation of smoking in most public places of the Fayetteville Code** to replace it:

"Sec. 95.05. Regulation of smoking in most public places.

(A) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Bar. An establishment that is devoted solely to the sale and service of alcoholic beverages for on-premises consumption and where the service of food, if any, is incidental to the consumption of such beverages.

Restaurant: An eating establishment, including but not limited to dining establishments, coffee shops, cafeterias, sandwich shops, private and public cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as non-residential kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

Enclosed area. All space partially enclosed between a floor and ceiling that is enclosed on all sides by solid walls or windows (exclusive of doorways), which extend from the floor to the ceiling.

Health care facilities. All enclosed indoor areas in which health care is provided to the

general public (other than areas to which smoking policy is already established by state law, A.C.A. §§20-27-701 through 20-27-703), including nursing and convalescent homes, optometrists', podiatrists', and chiropractors' offices, and physical therapy facilities.

Manager. The owner, lessee, or other person in charge of a public place.

Place of employment. An area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

Public place.

- (1) Any enclosed indoor area that is used by the general public, except hotel and motel guest rooms and areas restricted to use only by employees or management of a private business; and
- (2) Any swimming pool owned or operated by the city, including the entire area within the pool enclosure. A private residence shall not be considered a

public place for purposes of this section unless it is used as a health care or licensed child care facility.

Retail Tobacco Store. A retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

Smoking. Holding a lighted pipe, cigar, or cigarette of any kind, or lighting, or emitting or exhaling the smoke of, a pipe, cigar, or cigarette of any kind.

Sports arenas. Means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition or witness sports or other events.

(B) *Restrictions on smoking in public places essential to members of the public.* No person shall smoke in the following public places:

- (1) Health care facilities.
- (2) Within the physical confines of licensed child care facilities. (As defined in A.C.A. §20-78-217)
- (3) Polling places;
- (4) Courtrooms and jury waiting and deliberation rooms;
- (5) Rooms, halls or other places of meeting or public assembly, during such times as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city; provided that this section shall not apply to meetings of private organizations;
- (6) Drug stores, grocery stores, banks, libraries, and laundromats;
- (7) Public transportation terminals;
- (8) Buses, taxis, and airport limousines operating within the city limits;
- (9) Elevators accessible to the public;
- (10) Restrooms; and
- (11) Swimming pools owned or operated by the city.

(C) *Restrictions on smoking in certain other public places.* No person shall smoke in the following enclosed public places and places of employment or work places:

- (1) Facilities primarily used for exhibiting any motion picture, lecture, musical recital, stage or other similar performance, except when smoking is part of a stage production;
 - (2) Enclosed walkways in malls and shopping centers;
 - (3) Hotels and motels, except hotel and motel rooms that are rented to guests and are designated as smoking rooms.
 - (4) Museums and galleries;
 - (5) Bank and retail stores doing business with the general public, except for retail tobacco stores whose primary source of revenue is the sale of tobacco and tobacco-related products;
 - (6) Restaurants, cafeterias, cafes, coffee shops, etc.
 - (7) Health spas, roller rinks, bowling alleys, and other indoor sports or recreation facilities, including pool halls;
 - (8) Bars, taverns, nightclubs, cocktail lounges, cabarets, etc.
 - (9) Beauty salons and barber shops;
 - (10) Convenience stores.
 - (11) An outside area within a reasonable distance of fifteen (15) feet from a main entrance to an enclosed area in which smoking is prohibited.
 - (12) Enclosed places of employment and work places if a nonsmoking employee is present or regularly enters or uses that portion of an enclosed place of employment or work place.
 - (13) Business vehicles with at least one nonsmoker as an occupant.
- (D) The provisions of this section shall not apply to Retail tobacco stores whose primary source of revenue is the sale of tobacco and tobacco-related products.
- (E) *Duties of managers of public places.*

(E) *Duties of managers of public places.*

- (1) The manager of a public place in which smoking is prohibited or restricted shall place conspicuous signs at each public entrance up to a maximum of six entrances, and at appropriate places within the public place, notifying the public that Smoking is prohibited.
- (2) The manager of a public place in which smoking is prohibited or restricted shall not knowingly permit, or fail to make reasonable efforts to prevent, smoking in any area where smoking is prohibited.

(F) *Enforcement.*

- (1) This section shall be enforced by the Mayor or an authorized designee.
- (2) Any citizen who desires to register a complaint under this section may initiate enforcement with the Mayor's office.
- (3) An owner, manager, operator or employee of an establishment regulated by this section shall inform persons violating this section of the appropriate provisions thereof.
- (4) A person who smokes in an area where smoking is prohibited by provisions of this section shall be guilty of a violation punishable by a fine not exceeding fifty dollars (\$50.00).
- (5) A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Section shall be guilty of a violation, punishable by:
 - (a) A fine not exceeding one hundred

dollars (\$100.00) for a first violation;

(b) A fine not exceeding two hundred dollars (\$200) for a second violation within one (1) year;

(c) A fine not exceeding five hundred dollars (\$500) for each additional violation within one (1) year.

(6) In addition to the fines established by this Section, multiple violation of this Section by a person who owns, manages, operates or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

(7) Each day on which a violation of this Section occurs shall be considered a separate and distinct violation.

(G) *Relation to other laws and regulations.*

Nothing in this section excuses noncompliance with any state or federal law, or any rule or regulation adopted pursuant thereto (including any rule adopted for the University of Arkansas or for the public schools), which prohibits or regulates smoking.

(H) *Jurisdiction.*

This section is not applicable nor enforceable in federal, state or county buildings including all facilities owned or operated by the University of Arkansas.

(Ord. No. 3584, 12-17-91)

PASSED and APPROVED this the 1st day of July, 2003.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

Sondra Smith, City Clerk

DRAFT

ALDERMAN AGENDA REQUEST FORM

FOR: COUNCIL MEETING OF July 1, 2003

FROM:

DON MARR, ALDERMAN and SHIRLEY LUCAS, ALDERMAN

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An ordinance to amend §95.05 Regulation Of Smoking In Certain Public Places of the Code of Fayetteville and to enact a replacement §95.05 Regulation Of Smoking In Most Public Places And Places Of Employment in order to remove exemptions for bars, pool halls, small restaurants, beauty salons, barber shops and designated smoking areas in enclosed public access areas in restaurants, theaters, roller rinks, bowling alleys, and retail stores, etc.

APPROVED FOR AGENDA:

 6-20-03
Alderman Date

Alderman

Date

 6/20/03
City Attorney (as to form) Date

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KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

DAVID J. WHITAKER
Assistant City Attorney
Judy Housley
Office Manager

Phone (479) 575-8313
FAX (479) 575-8315



113 W. Mountain, Suite 302
Fayetteville, AR 72701-6083

June 20, 2003

Don Marr
Fayetteville Alderman

845-2800 - Judy
By FAX: (479) 845-2801

Dear Don:

Attached is the revised smoking ordinance per your instruction. I also revised the Title to specifically mention "places of employment" and placed that within the second Whereas Clause. This is a major change in the law and so needs to be referred to in the title of the ordinance.

Please review this final (?) draft and let me know if any further changes are needed.

With kindest regards,

Kit Williams
Fayetteville City Attorney

KW/jh

Attachment

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §95.05 REGULATION OF SMOKING IN CERTAIN PUBLIC PLACES OF THE CODE OF FAYETTEVILLE AND TO ENACT A REPLACEMENT §95.05 REGULATION OF SMOKING IN MOST PUBLIC PLACES AND PLACES OF EMPLOYMENT IN ORDER TO REMOVE EXEMPTIONS FOR BARS, POOL HALLS, SMALL RESTAURANTS, BEAUTY SALONS, BARBER SHOPS AND DESIGNATED SMOKING AREAS IN ENCLOSED PUBLIC ACCESS AREAS IN RESTAURANTS, THEATERS, ROLLER RINKS, BOWLING ALLEYS, AND RETAIL STORES, ETC.

WHEREAS, Ordinance No. 3584 enacted on December 17, 1991, regulated smoking in numerous public places, but permitted designated smoking areas in restaurants, theaters, museums, galleries, malls, hotels, motels, banks, retail stores, health spas, roller rinks, bowling alleys, etc.; and

WHEREAS, Ordinance No. 3584 codified as §95.05 Regulation of smoking in certain public places did not apply to bars, separated bars in restaurants, beauty salons, barber shops, convenience stores, pool halls and small restaurants nor many places of employment; and

WHEREAS, scientific studies have proven that second hand tobacco smoke is a recognized carcinogen and is otherwise dangerous and causes diseases in the health of nonsmokers; and

WHEREAS, the United States Surgeon General has determined that separation of smokers and nonsmokers within the same airspace does not eliminate exposure of nonsmokers to second hand smoke; and

WHEREAS, employees who work in a smoke-filled business suffer 25%-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer; and

WHEREAS, the Fayetteville City Council has determined that further restrictions of smoking in enclosed public places and work places are needed to protect the health and safety of citizens and to ensure the right of nonsmokers to breathe smoke free air; and

WHEREAS, economic analyses have shown no difference or a positive economic impact after enactment of laws requiring workplaces to be smoke free; and

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke is a cause of

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CITY ATTORNEY

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lung cancer. The National Cancer Institute determined in 1999 that secondhand smoke is responsible for the early deaths of up to 65,000 Americans annually; and

WHEREAS, secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease. Children exposed to secondhand smoke have an increased risk of asthma, respiratory infections, sudden infant death syndrome, developmental abnormalities, and cancer; and

WHEREAS, The Americans With Disabilities Act, which requires that disabled persons have access to public places and workplaces, deems impaired respirator function to be a disability.

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Health care facilities. All enclosed indoor areas in which health care is provided to the general public (other than areas to which

smoking policy is already established by state law, A.C.A. §§20-27-701 through 20-27-703), including nursing and convalescent homes, optometrists', podiatrists', and chiropractors' offices, and physical therapy facilities.

Manager. The owner, lessee, or other person in charge of a public place.

Place of employment. An area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

Public place.

- (1) Any enclosed indoor area that is used by the general public, except hotel and motel guest rooms and areas restricted to use only by employees or management of a private business; and
- (2) Any swimming pool owned or operated by the city, including the entire area within the pool enclosure. A private residence shall not be considered a public place for purposes of this section

unless it is used as a health care or
licensed child care facility.

Retail Tobacco Store. A retail store utilized
primarily for the sale of tobacco products and
accessories and in which the sale of other
products is merely incidental.

Smoking. Holding a lighted pipe, cigar, or
cigarette of any kind, or lighting, or emitting or
exhaling the smoke of, a pipe, cigar, or cigarette
of any kind.

Sports arenas. Means sports pavilions,
stadiums, gymnasiums, health spas, boxing
arenas, swimming pools, roller and ice rinks,
bowling alleys and other similar places where
members of the general public assemble to
engage in physical exercise, participate in athletic
competition or witness sports or other events.

(B) **Restrictions on smoking in public places**
essential to members of the public. No
person shall smoke in the following public
places:

Deleted highlighted
Area at the
request of
Shirley Lucas

(1) **Health care facilities** except in private or
semi-private rooms occupied by one or
more patients all of whom are smokers
who have requested to be placed in
rooms where smoking is permitted;

(2) Within the physical confines of licensed
child care facilities. (As defined in A.C.A.
520-78-217)

(3) Polling places;

(4) Courtrooms and jury waiting and
deliberation rooms;

(5) Rooms, halls or other places of meeting
or public assembly, during such times
as a public meeting is in progress, to the
extent such place is subject to the
jurisdiction of the city; provided that this
section shall not apply to meetings of
private organizations;

(6) Drug stores, grocery stores, banks,
libraries, and laundromats;

(7) Public transportation terminals;

(8) Buses, taxis, and airport limousines
operating within the city limits;

(9) Elevators accessible to the public;

(10) Restrooms; and

(11) Swimming pools owned or operated by
the city.

(C) **Restrictions on smoking in certain other
public places.** No person shall smoke in the
following enclosed public places and places
of employment or work places:

(1) Facilities primarily used for exhibiting
any motion picture, lecture, musical
recital, stage or other similar
performance, except when smoking is
part of a stage production;

(2) Enclosed walkways in malls and
shopping centers;

(3) Hotels and motels, except hotel and
motel rooms that are rented to guests
and are designated as smoking rooms.

(4) Museums and galleries;

(5) Bank and retail stores doing business
with the general public, except for retail
tobacco stores whose primary source of
revenue is the sale of tobacco and
tobacco-related products;

(6) Restaurants, cafeterias, cafes, coffee
shops, etc.

(7) Health spas, roller rinks, bowling alleys,
and other indoor sports or recreation
facilities, including pool halls;

(8) Bars, taverns, nightclubs, cocktail
lounges, cabarets, etc.

(9) Beauty salons and barber shops;

(10) Convenience stores.

(11) An outside area within a reasonable
distance of fifteen (15) feet from a main
entrance to an enclosed area in which
smoking is prohibited.

(12) Enclosed places of employment and
work places if a nonsmoking employee
is present or regularly enters or uses
that portion of an enclosed place of
employment or work place.

(13) Business vehicles with at least one
nonsmoker as an occupant.

(D) The provisions of this section shall not apply
to Retail tobacco stores whose primary
source of revenue is the sale of tobacco and
tobacco-related products.

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CITY ATTORNEY

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(E) Duties of managers of public places.

- (1) The manager of a public place in which smoking is prohibited or restricted shall place conspicuous signs at each public entrance up to a maximum of six entrances, and at appropriate places within the public place, notifying the public that Smoking is prohibited.
- (2) The manager of a public place in which smoking is prohibited or restricted shall not knowingly permit, or fail to make reasonable efforts to prevent, smoking in any area where smoking is prohibited.

(F) Enforcement.

- (1) This section shall be enforced by the Mayor or an authorized designee.
- (2) Any citizen who desires to register a complaint under this section may initiate enforcement with the Mayor's office.
- (3) An owner, manager, operator or employee of an establishment regulated by this section shall inform persons violating this section of the appropriate provisions thereof.
- (4) A person who smokes in an area where smoking is prohibited by provisions of this section shall be guilty of a violation punishable by a fine not exceeding fifty dollars (\$50.00).
- (5) A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Section shall be guilty of a violation, punishable by:
 - (a) A fine not exceeding one hundred

dollars (\$100.00) for a first violation;

(b) A fine not exceeding two hundred dollars (\$200) for a second violation within one (1) year;

(c) A fine not exceeding five hundred dollars (\$500) for each additional violation within one (1) year.

(6) In addition to the fines established by this Section, multiple violation of this Section by a person who owns, manages, operates or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

(7) Each day on which a violation of this Section occurs shall be considered a separate and distinct violation.

(G) Relation to other laws and regulations.

Nothing in this section excuses noncompliance with any state or federal law, or any rule or regulation adopted pursuant thereto (including any rule adopted for the University of Arkansas or for the public schools), which prohibits or regulates smoking.

(H) Jurisdiction.

This section is not applicable nor enforceable in federal, state or county buildings including all facilities owned or operated by the University of Arkansas.

(Ord. No. 3584, 12-17-91)

PASSED and APPROVED this the 1st day of July, 2003.

APPROVED:

By: _____

DAN COODY, Mayor

ATTEST:

By: _____

Sondra Smith, City Clerk

1401 NE McCain Blvd
Suite 7
Bentonville, AR 72712
Phone 479-845-2800
Fax 479-845-2801
Alt Ph 479-444-7871



Fax

To: Sandra From: Non Mass
Fax: 479-718-7695 Pages: 7 (including the cover page)
Phone: 479-575-8323 Date: 6/20/03
Re: Revised Smoking Ord. CC: _____
☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Sandra, Non will request the addition
to the agenda.

Thanks for your help,
Liz Leade

'91 DEC 20 PM 3 41

ORDINANCE NO. 3584

AN ORDINANCE TO REGULATE SMOKING IN CERTAIN
PUBLIC PLACES AND TO AMEND CHAPTER 95 OF THE
CODE OF ORDINANCES OF THE CITY OF
FAYETTEVILLE, ARKANSAS BY ADDING A NEW SECTION
95.05.

WASHINGTON CO AR
SNEYER

WHEREAS, studies by the Surgeon General of the United States, the National Academy of Sciences, the National Institute of Occupational Safety and Health, and other scientific and health organizations demonstrate that passive smoking, or involuntary exposure to other people's tobacco smoke, is a significant health hazard for elderly people, children, individuals with cardiovascular disease, and individuals with impaired respiratory function;

WHEREAS, health hazards caused by passive smoking include lung cancer, respiratory infection, decreased respiratory function, decreased exercise tolerance, bronchoconstriction and bronchospasm;

WHEREAS, non-smokers who suffer allergies, respiratory diseases and other ill effects of passive smoking may experience a loss of job productivity and may be forced to take periodic sick leave because of such adverse reactions;

WHEREAS, smoking is a frequent cause of fires, and cigarette and cigar burns and ash stains on merchandise and fixtures cause losses to business;

WHEREAS, the Fayetteville business community has taken important steps to increase customer satisfaction by providing non-smoking areas, and this trend should be encouraged; and

WHEREAS, the purpose of this ordinance is to protect public health, safety and welfare by prohibiting smoking in certain public places essential to members of the public, and by restricting smoking to designated smoking areas in other specified public places;

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

Section 1. Chapter 95 of the Code of Fayetteville is hereby amended by adding Section 95.05 to read as follows:

§95.05 Regulating Smoking in Certain Public Places.

(a) Definitions.

- (1) "Bar" means an area devoted to the sale and service of alcoholic beverages for on-premises consumption, where the service of food, if any, is only incidental to the consumption of such beverages.

LIBER 1446 PAGE 848

- (2) "Designated smoking area" means an area:
- (A) that is separated from non-smoking areas; is designated by appropriate signs which are clearly visible to patrons in and entering the area, or is in a facility where conspicuous signs are posted that smoking is permitted in the entire facility except for non-smoking areas; contains ashtrays, containers, or other receptacles for extinguishing smoking materials; and does not include service lines or cashier areas; and
 - (B) that is situated so that smoke from the smoking area does not normally enter a non-smoking area; provided that in the case of a public place that is in business or operation on the date of enactment of this ordinance, whether under the same or new management, no new physical barriers or ventilation systems need to be installed, and such public place shall be deemed to satisfy this subparagraph (a)(2)(B) if it utilizes existing physical barriers or ventilation systems to minimize the drift of smoke into non-smoking areas.
- (3) "Designated non-smoking area" means an area that is separated from smoking areas, and is designated by appropriate signs which are clearly visible to patrons and entering the area.
- (4) "Health care facilities" means all enclosed indoor areas in which health care is provided to the general public (other than areas to which smoking policy is already established by state law (A.C.A. §§ 20-27-701 thru 703), including nursing and convalescent homes, optometrists', podiatrists', and chiropractors' offices, and physical therapy facilities.
- (5) "Manager" means the owner, lessee, or other person in charge of a public place.
- (6) "Public place" means (a) any enclosed indoor area that is used by the general public, except hotel and motel guest rooms and areas restricted to use only by employees or management of a private business; and (b) any swimming pool owned or operated by the city, including the entire area within the pool enclosure. A private residence shall not be considered a public place for purposes of this ordinance, unless it is used as a health care or licensed child care facility.

(7) "Smoking" means holding a lighted pipe, cigar, or cigarette of any kind, or lighting, or emitting or exhaling the smoke of, a pipe, cigar, or cigarette of any kind.

(b) Restrictions on Smoking in Public Places Essential to Members of the Public.

No person shall smoke in the following public places:

- (1) health care facilities, except in private or semi-private rooms occupied by one or more patients all of whom are smokers who have requested to be placed in rooms where smoking is permitted;
- (2) licensed child care facilities, except in areas in which children being cared for are never present;
- (3) polling places;
- (4) courtrooms and jury waiting and deliberation rooms;
- (5) rooms, halls or other places of meeting or public assembly, during such times as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city; provided that this ordinance shall not apply to meetings of private organizations;
- (6) drug stores, grocery stores, banks, libraries, and laundromats;
- (7) public transportation terminals;
- (8) buses, taxis, and airport limousines operating within the city limits;
- (9) elevators accessible to the public;
- (10) restrooms, except in facilities listed in subsection (d) of this ordinance; and
- (11) swimming pools owned or operated by the city.

(c) Restrictions on Smoking in Certain Other Public Places.

No person shall smoke in the following public places, except in designated smoking areas:

- (1) facilities primarily used for exhibiting any motion picture, lecture, musical recital,

stage or other similar performance, except when smoking is part of a stage production;

- (2) enclosed walkways in malls and shopping centers;
 - (3) hotels and motels;
 - (4) museums and galleries;
 - (5) bank and retail stores doing business with the general public, except for retail stores whose primary source of revenue is the sale of tobacco and tobacco-related products;
 - (6) restaurants in business on the date of enactment of this ordinance, whether under the same or new management, if the seating capacity is 30 or less and the management posts a conspicuous notice on each public entrance stating that smoking is permitted throughout the restaurant; and
 - (7) health spas, roller rinks, bowling alleys, and other indoor sports or recreation facilities, except for pool halls.
- (d) The provisions of this ordinance shall not apply to the following facilities, provided that the facility posts a conspicuous notice on each public entrance stating that smoking is permitted throughout the facility:
- (1) bars, and separated bar areas of restaurants;
 - (2) beauty salons and barber shops;
 - (3) retail stores whose primary source of revenue is the sale of tobacco and tobacco-related products;
 - (4) gasoline stations and convenience stores; and
 - (5) pool halls; and
 - (6) restaurants in business on the date of enactment of this ordinance, whether under the same or new management, if the seating capacity is 30 or less.
- (e) Duties of Managers of Public Places.
- (1) The manager of public place to which this ordinance applies shall make one of the following three designations. The manager may

designate: (A) the entire public place as a non-smoking facility; or (B) separate areas of the public place as a designated smoking and non-smoking, if permitted by paragraph (c) of this ordinance; or (C) the entire public place as a smoking-permitted facility, if permitted by paragraph (d) of this ordinance.

- (2) The manager of a public place, if the entire public place has been designated a smoking-permitted facility, shall post a conspicuous notice on each public entrance stating that smoking is permitted throughout the facility.
- (3) The manager of a public place in which smoking is prohibited or restricted shall place conspicuous signs at each public entrance up to a maximum of six entrances, and at appropriate places within the public place, notifying the public that (A) smoking is prohibited, or (B) that smoking is prohibited except within designated smoking areas, or (C) that smoking is permitted except within designated non-smoking areas.
- (4) The manager of a public place in which a smoking and non-smoking areas has been designated shall comply with the requirements of this ordinance for sitting of the designated smoking and non-smoking areas.
- (5) The manager of a public place in which smoking is prohibited or restricted shall not knowingly permit, or fail to make reasonable efforts to prevent, smoking in any area where smoking is prohibited. The manager may fulfill this duty by asking smokers to refrain from smoking in a non-smoking area or directing smokers to designated smoking areas.
- (6) Nothing in this ordinance shall preclude the manager of a public place listed in paragraphs (c) or (d) of this ordinance from designating all of the facility to be non-smoking, or from designating part of public place listed in paragraph (d) as a non-smoking area.

(f) Enforcement.

- (1) The City Manager shall designate officers responsible for enforcing the provisions of this ordinance, with due regard for the circumstances of each type of facility subject to the ordinance.

- (2) The violation of any provision of this ordinance shall be punishable by a fine of not less than \$10.00 and not more than \$100, except that in inadvertent first offender may be given a warning. Each day a violation of this ordinance continues shall be a separate offense.
- (3) City officials responsible for issuing building permits and certificates of occupancy for facilities subject to this ordinance shall consider applicants' compliance with, or agreement to comply with paragraph (e)(4) as a factor in deciding whether to issue the permit.

(g) Relation to Other Laws and Regulations.

Nothing in this ordinance excuses noncompliance with any state or federal law, or any rule or regulation adopted pursuant thereto (including any rule adopted for the University of Arkansas or for the public schools), which prohibits or regulates smoking.

(h) Severability.

If any part of this ordinance, or the application of the same to any person or set of circumstances, is for any reason held to be void or invalid, the validity of the remaining parts of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby.

(i) Effective Date.

This ordinance shall be effective three months after the date of approval by the Fayetteville Board of Directors.

PASSED AND APPROVED this 17th day of December, 1991.

APPROVED:

By: [Signature]
Mayor

By: [Signature]
City Clerk



CHAPTER 95: HEALTH AND SANITATION

Section

95.01	Unightly or unsanitary conditions on real property; order and notice to correct
95.02	Abatement by city; costs responsibility of owner
95.03	Enforcement of lien; notice
95.04	Public nuisance; abatement
95.05	Regulation of smoking in certain public places
95.99	Penalty

§ 95.01 Unightly or unsanitary conditions on real property; order and notice to correct.

(A) The mayor, or his duly authorized representative, is hereby authorized to order the owner of any real property within the city to cut weeds and grass growing thereon, remove garbage, rubbish and other unsanitary and unightly articles and things therefrom and eliminate, fill up or remove any stagnant pool of water or any other unsanitary thing, place or condition on such property which might become a breeding place for mosquitoes, flies and germs harmful to the health of the community. Whenever any such condition is found to exist, the mayor, or his duly authorized representative, shall give the owner of the property written notice to perform such acts within 20 days. In case the owner of the property is unknown or his whereabouts is not known or he is a nonresident of this state, a copy of the written notice shall be posted upon the premises.

(B) It shall be unlawful for any person to fail or refuse to comply with any order and notice given pursuant to this section.

(Code 1965, § 11-1; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69)

Cross reference—Penalty, § 95.99.

§ 95.02 Abatement by city; costs responsibility of owner.

If the conditions described in a notice given pursuant to § 95.01 are not removed or corrected within 20 days after such notice is given, the mayor, or his duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described, in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for such costs.

(Code 1965, 11-2; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69; Ord. No. 2557, 9-4-79)

Cross reference—Penalty, § 95.99.

§ 95.03 Enforcement of lien; notice.

(A) The lien herein provided for may be enforced and collected in either one of the following manners:

- (1) The lien may be enforced at any time within 18 months after work has been done, by an action in the chancery court; or
- (2) The amount of the lien herein provided may be determined at a hearing before the city council held after 30 days' written notice by certified mail to the owner or owners of the property, if the name and whereabouts of the owner or owners be known, and if the name of the owner or owners cannot be determined, then only after publication of notice of such hearing in a newspaper having a bona fide circulation in Washington County for one insertion per week for four consecutive weeks; the determination of the city council shall be subject to appeal by the property owner in the chancery court; and the amount so determined at said hearing, plus 5% penalty for collection, shall be by the city council certified to the tax collector of the county, and by him placed on the tax books as delinquent taxes, and collected accordingly, and the amount, less 3% thereof, when so collected shall be paid to the city by the county tax collector.

(Code 1965, § 11-3; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69; Ord. No. 2557, 9-4-79; Ord. No. 2922, 5-17-83)

(B) In case the owner of any lot or other real property is unknown or his whereabouts is not known or he is a nonresident of this state, then a copy of the written notice hereinabove referred to shall be posted upon the premises and before any action to enforce such lien shall be had, the city clerk shall make an affidavit setting out the facts as to unknown address or whereabouts or nonresidence, and thereupon service of the publication as now provided for by law against nonresident defendants may be had, and an attorney ad litem shall be appointed to notify the defendant by registered letter addressed to his last known place of residence if same can be found.

(Code 1965, § 11-3.1; Ord. No. 2557, 9-4-79)

§ 95.04 Public nuisance; abatement.

(A) It shall be unlawful for the owners, occupants, tenants, or lessees of any dwelling or place of business to allow garbage, trash or other litter to accumulate on his premises, or to place or cause to be placed paper, cardboard or other litter in such manner as to cause unsightly or unsanitary conditions in the city.

(B) The sanitation superintendent or the health department sanitarian or their authorized representatives shall have the duty of notifying the owner, occupant, tenant, or lessee of a dwelling or place of business where one or more of the conditions described in subsection (A) of this section is found to exist.

(C) It shall be the duty of the owner, occupant, tenant or lessee of such premises to correct said condition or conditions within 30 days from date of receipt of such notice.

(D) If the owner, occupant, tenant, or lessee fails to obey such notice and continues to maintain said prohibited condition or conditions, such person shall be deemed in violation of this section and shall be subject to the penal provisions contained in this chapter.

(E) The provisions of this section are supplementary to, and do not amend or repeal the provisions of §§ 95.01 through 95.03 of this Code.

(Code 1965, § 10-5; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68)

Cross reference—Penalty, § 95.99.

§ 95.05 Regulation of smoking in certain public places.

(A) Definitions.

Bar. An area devoted to the sale and service of alcoholic beverages for on-premises consumption, where the service of food, if any, is only incidental to the consumption of such beverages.

Designated smoking area.

- (1) An area that is separated from nonsmoking areas; is designated by appropriate signs which are clearly visible to patrons in and entering the area, or is in a facility where conspicuous signs are posted that smoking is permitted in the entire facility except for nonsmoking areas; contains ashtrays, containers, or other receptacles for extinguishing smoking materials; and does not include service lines or cashier areas; and
- (2) An area that is situated so that smoke from the smoking area does not normally enter a non-smoking area; provided that in the case of a public place that is in business or operation on the date of enactment of this section, whether under the same or new management, no new physical barriers or ventilation systems need to be installed, and such public place shall be deemed to satisfy this subdivision if it utilizes existing physical barriers or ventilation systems to minimize the drift of smoke into nonsmoking areas.

Designated non-smoking area. An area that is separated from smoking areas, and is designated by appropriate signs which are clearly visible to patrons and entering the area.

Health care facilities. All enclosed indoor areas in which health care is provided to the general public (other than areas to which smoking policy is already established by state law (A.C.A. §§ 20-27-701 through 20-27-703), including nursing and convalescent homes, optometrists', podiatrists', and chiropractors' offices, and physical therapy facilities.

Manager. The owner, lessee, or other person in charge of a public place.

Public place.

- (1) Any enclosed indoor area that is used by the general public, except hotel and motel guest rooms and areas restricted to use only by employees or management of a private business; and
- (2) Any swimming pool owned or operated by the city, including the entire area within the pool enclosure. A private residence shall not be considered a public place for purposes of this section unless it is used as a health care or licensed child care facility.

Smoking. Holding a lighted pipe, cigar, or cigarette of any kind, or lighting, or emitting or exhaling the smoke of, a pipe, cigar, or cigarette of any kind.

(B) Restrictions on smoking in public places essential to members of the public. No person shall smoke in the following public places:

- (1) Health care facilities, except in private or semi-private rooms occupied by one or more patients all of whom are smokers who have requested to be placed in rooms where smoking is permitted;
- (2) Licensed child care facilities, except in areas in which children being cared for are never present;
- (3) Polling places;
- (4) Courtrooms and jury waiting and deliberation rooms;
- (5) Rooms, halls or other places of meeting or public assembly, during such times as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city; provided that this section shall not apply to meetings of private organizations;
- (6) Drug stores, grocery stores, banks, libraries, and laundromats;

- (7) Public transportation terminals;
- (8) Buses, taxis, and airport limousines operating within the city limits;
- (9) Elevators accessible to the public;
- (10) Restrooms, except in facilities listed in subsection (D) of this section; and
- (11) Swimming pools owned or operated by the city.

(C) Restrictions on smoking in certain other public places. No person shall smoke in the following public places, except in designated smoking areas:

- (1) Facilities primarily used for exhibiting any motion picture, lecture, musical recital, stage or other similar performance, except when smoking is part of a stage production;
- (2) Enclosed walkways in malls and shopping centers;
- (3) Hotels and motels;
- (4) Museums and galleries;
- (5) Bank and retail stores doing business with the general public, except for retail stores whose primary source of revenue is the sale of tobacco and tobacco-related products;
- (6) Restaurants in business on the date of enactment of this section, whether under the same or new management, if the seating capacity is 30 or less and the management posts a conspicuous notice on each public entrance stating that smoking is permitted throughout the restaurant; and
- (7) Health spas, roller rinks, bowling alleys, and other indoor sports or recreation facilities, except for pool halls.

(D) The provisions of this section shall not apply to the following facilities, provided that the facility posts a conspicuous notice on each public entrance stating that smoking is permitted throughout the facility:

- (1) Bars, and separated bar areas of restaurants;
- (2) Beauty salons and barber shops;
- (3) Retail stores whose primary source of revenue is the sale of tobacco and tobacco-related products;
- (4) Gasoline stations and convenience stores;
- (5) Pool halls;

- (6) Restaurants in business on the date of enactment of this section, whether under the same or new management, if the seating capacity is 30 or less.

(E) Duties of managers of public places.

- (1) The manager of public place to which this section applies shall make one of the following three designations. The manager may designate:

- (a) The entire public place as a nonsmoking facility; or
- (b) Separate areas of the public place as a designated smoking and nonsmoking, if permitted by subsection (C) of this section; or
- (c) The entire public place as a smoking-permitted facility, if permitted by subsection (D) of this section.

- (2) The manager of a public place, if the entire public place has been designated a smoking permitted facility, shall post a conspicuous notice on each public entrance stating that smoking is permitted throughout the facility.

- (3) The manager of a public place in which smoking is prohibited or restricted shall place conspicuous signs at each public entrance up to a maximum of six entrances, and at appropriate places within the public place, notifying the public that:

- (a) Smoking is prohibited, or
- (b) That smoking is prohibited except within designated smoking areas, or
- (c) That smoking is permitted except within designated nonsmoking areas.

- (4) The manager of a public place in which a smoking and nonsmoking area has been designated shall comply with the requirements of this section for siting of the designated smoking and nonsmoking areas.

- (5) The manager of a public place in which smoking is prohibited or restricted shall not knowingly permit, or fail to make reasonable efforts to prevent, smoking in any area where smoking is prohibited. The manager may fulfill this duty by asking smokers to refrain from smoking in a nonsmoking area or directing smokers to designated smoking areas.

- (6) Nothing in this section shall preclude the manager of a public place listed in subsections (C) or (D) of

this section from designating all of the facility to be nonsmoking, or from designating part of public place listed in subsection (D) as a nonsmoking area.

(F) Enforcement.

- (1) The mayor shall designate officers responsible for enforcing the provisions of this section, with due regard for the circumstances of each type of facility subject to the section.
- (2) The violation of any provision of this section shall be punishable by a fine of not less than \$10.00 and not more than \$100.00, except that an inadvertent first offender may be given a warning. Each day a violation of this section continues shall be a separate offense.
- (3) City officials responsible for issuing building permits and certificates of occupancy for facilities subject to this section shall consider applicants' compliance with, or agreement to comply with subsection (E)(4) as a factor in deciding whether to issue the permit.

(G) Relation to other laws and regulations.

Nothing in this section excuses noncompliance with any state or federal law, or any rule or regulation adopted pursuant thereto (including any rule adopted for the University of Arkansas or for the public schools), which prohibits or regulates smoking.

(Ord. No. 3584, 12-17-91)

§ 95.99 Penalty.

(A) Any person failing to comply with an order as described by § 95.01 shall, upon conviction, be punished by a fine of not less than \$10.00 nor more than \$100.00.

(Code 1965, § 11-1; Ord. No. 1303, 5-28-62; Ord. No. 1721, 12-15-69)

(B) Whoever violates § 95.04 shall be punished by a fine of not more than \$500.00 or double that sum for each repetition of such offense, or violation; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state. The penalty for allowing the continuation thereof shall not exceed \$250.00 for each day that the same is unlawfully continued.

(Code 1965, § 1-5; Ord. No. 2128, 7-15-75)

From: Greg Boettcher
To: Smith, Nancy
Date: 6/3/03 1:52PM
Subject: Re: Contract Review-WWTP

I received some of the agreements by email and some by mail. We will have signed copies in hand for use and distribution after these are approved by the City Council. There is not a problem with the agreements, the main issue was time.

Greg Boettcher

>>> Nancy Smith 06/03/03 01:28PM >>>

Greg,

During my review of the contracts for the Wastewater System Improvement Project I noticed that Black & Veatch, Burns & McDonnell and CH2M Hill had not signed the contract. The others (Garver, McGoodwin, RJN) had been signed. Is there any problem with these?

Thanks.

Nancy

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

WATER AND WASTEWATER DIVISION **DEPARTMENTAL CORRESPONDENCE**

TO: Mayor Dan Coody
Alderman Kyle Cook Alderman Bob Davis
Alderman Lioneld Jordan Alderman Shirley Lucas
Alderman Don Marr Alderman Robert Reynolds
Alderman Robert Rhoads Alderman Brenda Thiel

THRU: Hugh Earnest 

COPY: Wastewater Consultant Team Members,
David Jurgens, Water & Sewer Superintendent,
Sondra Smith, City Clerk,
Kit Williams, City Attorney

FROM: Greg Boettcher, P.E.
Water & Wastewater Director 

DATE: May 30, 2003

RE: WASTEWATER SYSTEM IMPROVEMENT PROJECT
DESIGN CONTRACTS
SCHEDULED ACTIVITIES

The Fayetteville City Council has proposed a special called meeting for June 10, 2003 following the Agenda Session, said meeting's agenda to be limited to the consideration of six professional and technical service contracts relating to the design and bidding of the Wastewater System Improvement Project. These contracts represent a significant and necessary monetary commitment, and are actions that are essential for the progress of this capital improvement project. The proposed preparatory activities prior to the June 10, 2003 special city council meeting are noted as follows:

- June 2, 2003-Furnish Information and Contracts to City Council Members
- June 5, 2003-Water and Sewer Committee Meeting-6:00 p.m.-City Council Chambers
- June 9, 2003-Noland Wastewater Plant Tour-4:30 p.m.-City Hall
- June 10, 2003-Special City Council Meeting-(Following Agenda Session)-Approximate Time-6:00 p.m.

It is planned to release information on the project and the design contracts to the media at the start of the week of June 1, 2003, and encourage citizens with questions, concerns or comments to attend the Water and Sewer Committee Meeting on June 5, 2003. It is planned for the committee meeting to included a public forum for the contract issues. Representatives of the consultants will be present at the June 5th and June 10th meetings to briefly outline their scope of services, project responsibilities and answer questions.

STAFF REVIEW FORM

COPY

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council Meeting of:

June 10, 2003

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract With Burns and McDonnell of Kansas City, MO for design and bidding phase program management services including value engineering services for the Wastewater System Improvements Project, said contract providing for a hourly rate means of compensation with a contract amount of \$2,685,366.00

COST TO CITY:

\$2,685,366.00	\$ 48,202,040.00	Water/Wastewater
Cost of this request		Program Category / Project Name
4480.9480.5315.00	\$ 13,046.00	Wastewater System Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02133-1	\$ 48,188,994.00	Sales Tax-Wastewater
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item Budget Adjustment Attached

Budget Manager

Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

Purchasing Manager

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Cross Reference

Rec'd in Mayor's Office

New Item:

Yes

No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

Finance & Internal Services Dir.

Date

Chief Administrative Officer

Date

Mayor

Date

STAFF REVIEW FORM

COPY

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council Meeting of: June 10, 2003

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with Black and Veatch of Kansas City, MO for the design and bidding of the Noland Wastewater Treatment Plant improvements portion of the Wastewater System Improvements Project, said contract providing for a lump sum means of compensation with a contract amount of \$2,363,200.00.

COST TO CITY:

<u>\$2,363,200.00</u>	<u>\$ 48,202,040.00</u>	<u>Water/Wastewater</u>
Cost of this request		Program Category / Project Name
<u>4480.9480.5315.00</u>	<u>\$ 13,046.00</u>	<u>Wastewater System Improvements</u>
Account Number	Funds Used to Date	Program / Project Category Name
<u>02133-0303</u>	<u>\$ 48,188,994.00</u>	<u>Sales Tax-Wastewater</u>
Project Number	Remaining Balance	Fund Name
BUDGET REVIEW:	<u>X</u> Budgeted Item	Budget Adjustment Attached

Budget Manager

Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

Purchasing Manager

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Finance & Internal Services Dir.

Date

Chief Administrative Officer

Date

Mayor

Date

Cross Reference

Rec'd in Mayor's Office

New Item: Yes No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

STAFF REVIEW FORM

COPY

X

AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council Meeting of:

June 10, 2003

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with CH2M Hill of Tulsa, OK for the provision of stream modeling of the upper reach of Goose Creek (evaluation of elimination of outfall line) and the furnishing of technical support for the preparation of the NPDES permits for the Wastewater System Improvements Project, said contract providing for a cost plus fixed fee means of compensation with a contract amount of \$150,610.00.

COST TO CITY:

\$150,610.00	\$ 48,202,040.00	Water/Wastewater
Cost of this request		Program Category / Project Name
4480.9480.5315.00	\$ 13,046.00	Wastewater System Improvemnts
Account Number	Funds Used to Date	Program / Project Category Name
02133-1	\$ 48,188,994.00	Sales Tax/Wastewater
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item Budget Adjustment Attached

Budget Manager

Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

Purchasing Manager

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Finance & Internal Services Dir.

Date

Chief Administrative Officer

Date

Mayor

Date

Cross Reference

Rec'd in Mayor's Office

New Item:

Yes

No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

COPY

For the Fayetteville City Council Meeting of:

June 10, 2003

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with Garver Engineers of Fayetteville, AR for the design and bidding of the East Pipelines and Pump Stations portion of the Wastewater System Improvements Project, said contract providing for a lump sum means of compensation with a contract amount of \$1,721,886.00.

COST TO CITY:

\$1,721,886.00	\$ 48,202,040.00	Water/Wastewater
Cost of this request		Program Category / Project Name
4480.9480.5315	\$ 13,046.00	Wastewater System Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02133-0301	\$ 48,188,994.00	Sales Tax/Wastewater
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW:

X

Budgeted Item

Budget Adjustment Attached

Budget Manager

Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

Purchasing Manager

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Cross Reference

Rec'd in Mayor's Office

New Item:

Yes

No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

Finance & Internal Services Dir.

Date

Chief Administrative Officer

Date

Mayor

Date

STAFF REVIEW FORM

COPY

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council Meeting of:

June 10, 2003

FROM:

Greg Boettcher

Water/Wastewater

Water/Wastewater

Name

Division

Department

ACTION REQUIRED: Approve a contract with McGoodwin, Williams and Yates of Fayetteville, AR for the design and bidding of the West Wastewater Treatment Plant, the Wetlands Mitigation Element and the Broyles Road Improvement portions of the Wastewater System Improvements Project, said contract providing for a lump sum means of compensation with a contract amount of \$4,318,812.00.

COST TO CITY:

\$4,318,812.00	\$ 48,202,040.00	Water/Wastewater
Cost of this request		Program Category / Project Name
4480.9480.5315.00	\$ 13,046.00	Wastewater System Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02133-0304	\$ 48,188,994.00	Sales Tax/Wastewater
Project Number	Remaining Balance	Fund Name
BUDGET REVIEW:	☒ Budgeted Item	☐ Budget Adjustment Attached

Budget Manager

Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

Purchasing Manager

Date

STAFF RECOMMENDATION:

Division Head

Date

Department Director

Date

Finance & Internal Services Dir.

Date

Chief Administrative Officer

Date

Mayor

Date

Cross Reference

Rec'd in Mayor's Office

New Item: Yes No

Previous Ord/Res#:

Orig. Contract Date

Orig. Contract Number

STAFF REVIEW FORM

COPY

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council Meeting of: June 10, 2003

FROM:

Greg Boettcher

Name

Water/Wastewater

Division

Water/Wastewater

Department

ACTION REQUIRED: Approve a contract with RJN Group of Dallas, TX for the design and bidding of the West Pipelines and Pump Stations portion of the Wastewater System Improvements Project, said contract providing for a lump sum means of compensation with a contract amount of \$2,500,718.00.

COST TO CITY:

<u>\$2,500,718.00</u>	<u>\$ 48,202,040.00</u>	<u>Water/Wastewater</u>
Cost of this request		Program Category / Project Name
<u>4480.9480.5315.00</u>	<u>\$ 13,046.00</u>	<u>Wastewater System Improvements</u>
Account Number	Funds Used to Date	Program / Project Category Name
<u>02133-0302</u>	<u>\$ 48,188,994.00</u>	<u>Sales Tax/Wastewater</u>
Project Number	Remaining Balance	Fund Name

BUDGET REVIEW: X Budgeted Item Budget Adjustment Attached

Budget Manager
Date

CONTRACT/GRANT/LEASE REVIEW:

Accounting Manager
Date
Internal Auditor
Date
City Attorney
Date
Purchasing Manager
Date

STAFF RECOMMENDATION:

Division Head
Date*Greg Boettcher*
Department Director6-2-02
DateCross ReferenceRec'd in Mayor's
Office New Item: Yes NoPrevious Ord/Res#: Orig. Contract Date Orig. Contract Number
Finance & Internal Services Dir.
Date
Chief Administrative Officer
Date
Mayor
Date

**WASTEWATER SYSTEM IMPROVEMENT PROJECT
FAYETTEVILLE, ARKANSAS**



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Wastewater System Improvement Project

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A. EXECUTIVE SUMMARY

In November of 2001, Fayetteville voters ratified a ¾ cent sales tax by an 87% majority, such revenues being designated to the debt service for a \$125 million wastewater improvement project. Immediately following the passage of the ballot question, the project team continued its efforts to implement the needed improvements. By earlier city council action in 2000, this extensive capital improvement program had been subdivided into four component parts, selecting a separate consultant for each segment based upon their specialization and expertise. The resulting project team that has evolved over the last three years is summarized as follows:

<u>PROJECT RESPONSIBILITY</u>	<u>FIRM</u>
Noland Wastewater Plant	Black & Veatch
Program Management Services	Burns & McDonnell
Stream Modeling and NPDES Permitting	CH2M Hill
Environmental Permitting	Environmental Consulting Operations
East Pipelines and Pump Stations	Garver Engineers
West Wastewater Plant	McGoodwin, Williams and Yates
West Pipelines and Pump Stations	RJN Group

At the time of the sale tax bond issue, the preliminary design phase of the project had been submitted for regulatory approvals, as the updating of the original facility plan report had only been authorized in March of 2000. Other activities that were necessary to move this project forward included a number of technical, administrative, financial, environmental and procedural tasks, including:

- Negotiation of contract amendments to complete planning phase services
- Submission of the Preliminary Design Reports for agency reviews
- Finalization of the State Revolving Loan Fund financing applications
- Completion of environmental review records
- Selection of consultant to provide program management services
- Development of critical path approach for project completion
- Coordination of funding, engineering and environmental reviews
- Creation of projects standards for professional services and construction contracts

Positive outcomes that emerged from the facility planning processes, project coordination efforts and critical analysis of project issues include:

- ✓ Integration of the multiple consultants into a unified team with clear responsibilities, shared standards, defined scopes and explicit schedules.
- ✓ Development of detailed professional service agreements that correlate to the project schedule and comply with project budget.
- ✓ Mitigation of all possible environmental, technical, financial and preliminary engineering issues to improve project descriptions and professional contract scope of services.

- ✓ Confirmation of financing programs and resolution of all matters that could constitute critical flaws for the preliminary project planning.
- ✓ Realization of cost-saving opportunities by capitalizing upon windows of opportunity and by critically analyzing key project assumptions:
 - Opportunity to coordinate alternative Broyles Road access route for West Plant Site reduces capital improvement costs by an estimated \$1.4 million.
 - Re-evaluation of Goose Creek outfall line and expanded stream modeling offer cost savings of \$3.2 million.
- ✓ Extension of Arkansas Soil and Water Conservation Commission Memorandum of Agreement Schedule to match current contract schedules.

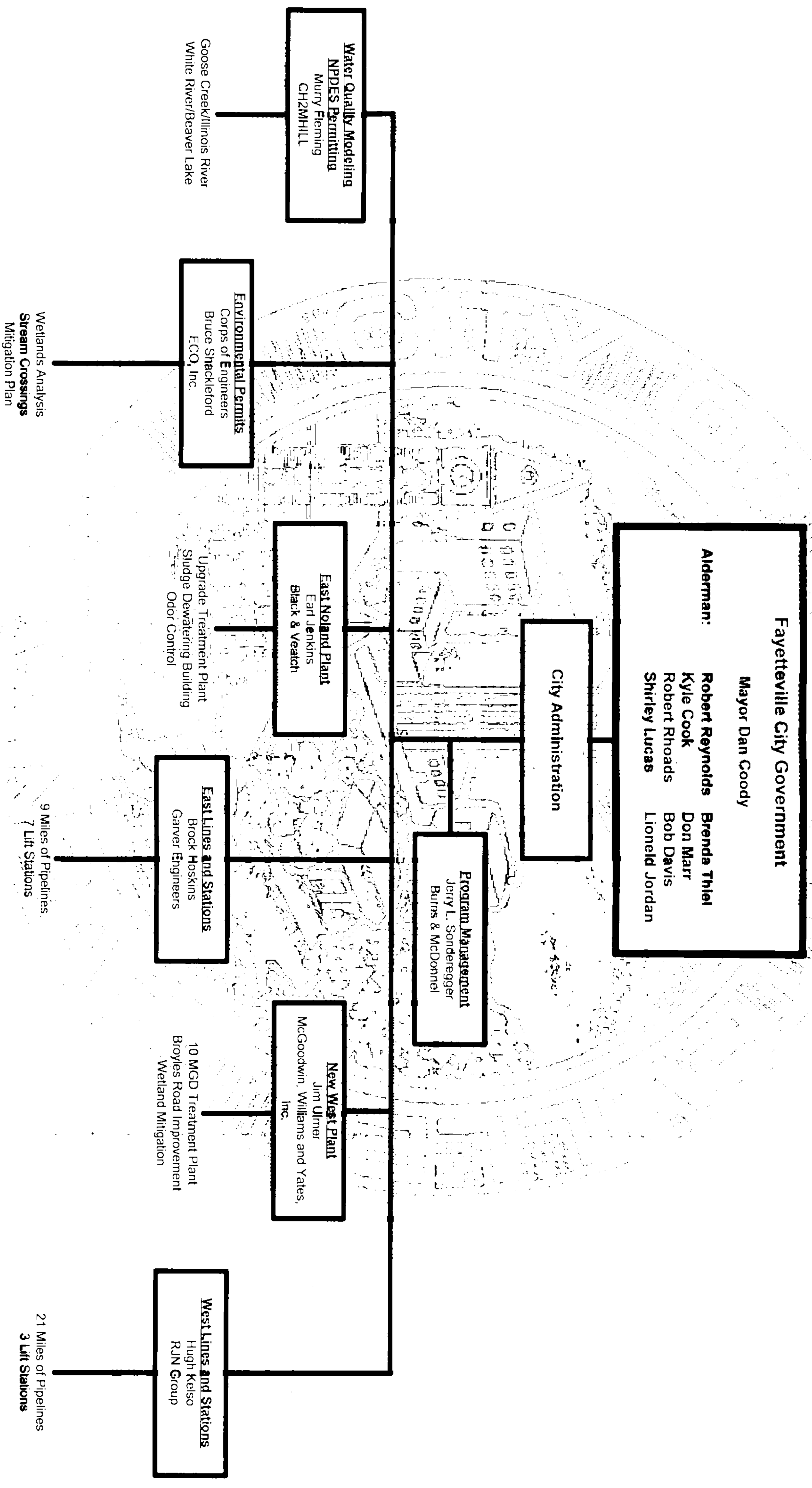
Based upon the current status of the project and the Arkansas Soil and Water Conservation Commission's technical agreement with the preliminary design report contents, it is recommended that the Fayetteville City Council approve the professional services contracts for the project consultants listed below, thus enabling the team members to commence final design of the Wastewater System Improvement Project and to commence the bidding of the individual contracts as the appropriate approvals are secured. The contracts being submitted for review and approval are summarized in the following table:

FIRM NAME	PROJECT RESPONSIBILITY	CONTRACT TYPE	CONTRACT VALUE
Black and Veatch	East Noland Plant	Lump Sum	\$2,363,200.00
Burns and McDonnell	Program Management	Hourly Rate	\$2,685,366.00
CH2M Hill	Stream Modeling/NPDES	Rate w/Fixed Fee	\$ 150,610.00
Environmental Consulting Oper.	Environmental Permits	To Be Negotiated	Not Available
Garver Engineers	East Pipelines and Stations	Lump Sum	\$1,721,886.00
McGoodwin, Williams and Yates	New West Plant	Lump Sum	\$4,318,812.00
RJN Group	West Pipelines and Stations	Lump Sum	\$2,500,718.00
TOTAL			\$13,740,592.00

Wastewater System Improvement Project

Fayetteville, Arkansas

Project Organization Chart



B. PROJECT BACKGROUND

1. Project Overview

The Wastewater System Improvement Project is a comprehensive capital improvement program targeting capacity needs of the sanitary sewer system, including pipelines, pumping stations and treatment plants. Key components of this improvement program include:

- Division of system into two major service areas
- Construction of new west side treatment plant (10 MGD)
- Upgrading of existing east (Noland) treatment plant (11.2 MGD)
- Construction of wastewater conveyance systems accommodating changed patterns
- Provision of wet weather flow capacity (5-year storm) to reduce overflows
- Alternative sludge management program, eliminating land application

Predicted costs of the project are \$125 million; of which \$100 million will be from the Arkansas Soil and Water Conservation Commission's Revolving Loan Fund and \$25 million will be from private placement short-term bonds. The debt service on the \$125 million dollar financing is secured by a special 3/4-cent sales tax. Operation, maintenance and equipment replacement costs for the improved wastewater system will necessitate a 28% increase in the wastewater service charges to system customers.

Fayetteville has had a long standing need for wastewater system improvements, the catalyst for the current program being a consent decree from the regulatory authorities in the 1980's. Frequent wastewater overflows demanded the commencement of the facility planning for system improvements, such study analyzing multiple arrangements and methods. Due to site location issues, the facility planning study was updated in the late 1990's and forms the basis for the current improvement program. The magnitude of the project posed concerns for the city administration, resulting in the project being divided into four major components, the east line work and pump stations, the west line work and pump stations, the Noland plant upgrading and the new west side treatment plant.

Fayetteville is strategically situated at the headwaters of two major watersheds, one being to the Illinois River (west) and one to the White River (east). Both of these receiving streams are deemed sensitive water bodies due to a combination of recreational and water supply uses. For such reasons, the levels of treatment being predicted for Fayetteville's treatment facilities are stringent, setting low limits for organic content, suspended solids, and nutrients plus requiring disinfection. Achievement of these standards requires additional treatment processes and involves increased costs for construction, operation and maintenance. Such high performance standards are incorporated into this project's financial planning, and restrict the comparison of local costs to those in other cities with less stringent requirements. Fayetteville's facility needs are unique and directly keyed to local water quality issues.

Local residents strongly support the protection of natural resources and water quality as evidenced by the 87% passage of the sales tax bond election. The enclosed design contracts enable this important capital improvement activity to advance and maintain targeted schedules, plus initiates needed forward progress to maintain compliance with financial projections and allowance.

2. Chronological Sequence Of Events

Since the passage of the sales tax bond election on November 6, 2001, the project team has continued to address the various procedural, technical, financial and administrative needs of the project. The sales tax election date was strategically chosen, allowing a seamless transition of the 1-cent library sales tax to a 3/4-cent sales tax in April of 2002. Much of the preliminary engineering, facility planning and other wastewater project tasks were in progress at the time of the election, requiring time for completion, reviews and approvals. A chronological summary of the tasks and activities are noted as follows to illustrate the multiplicity and complexity of the remaining tasks:

DATE OF ACTION	DESCRIPTION OF ACTIVITY
November 2001	Passage of Sales Tax Bond Election
December 2001	Submission of Proposed Schedule to ASWCC
January 2002	Revolving Loan Application filed with ASWCC
	ASWCC confirms \$100 million RLF loan commitment
February 2002	Develop request for qualification for program management services
	Resolve additional services amendment for engineering contract
March 2002	Interviews three consultants to provide program management services
April 2002	Request ASWCC consideration of an additional \$25 Million for RLF loan
May 2002	Select consultant to provide program management services
	Place \$25 million of short-term sales tax bonds on private market
	Authorize cultural resources survey for project sites and routes
June 2002	Meetings and discussions regarding nutrients in Illinois River
	Submission of wetland delineation to Corps of Engineers
	Received updated stream modeling results, alternate flow scenarios
August 2002	Cultural resource survey submitted to State Historic Preservation Officer
	Environmental review meeting with ADEQ and ASWCC, approval status
	Aquatic resources assessment on pipelines to Corps of Engineers
September 2002	404 Permit submitted to Corps of Engineers and US Fish and Wildlife
	Cultural resource survey findings approved by SHPD
November 2002	Consultant team meeting to review contracts, outfall line and status
February 2003	Authorized conceptual analysis of alternate discharge point (delete outfall)
March 2003	ASWCC comment letter on engineering contract format
	Update ASWCC agreement schedule to reflect scheduled progress
April 2003	Respond to ASWCC contract concerns
	Coordination meeting with staff of ASWCC and ADEQ for design phase
	Submission of rate study to ASWCC
May 2003	Update contracts, submit to consultants, schedule design contract on agenda
	Alternate discharge concept model confirms viability of outfall elimination
June 2003	Submit consultant contracts to Fayetteville City Council

3. Project Layout Plan

**SCHEMATIC PROJECT PLAN ON FOLLOWING SHEET
(ATTACHMENT A-PROPOSED LOCATION OF SYSTEM
IMPROVEMENTS)**

4. Project Website

During the first phase of the program manager's contract with the City of Fayetteville, a project website was developed to facilitate communications with citizens and special interests. This site has been established and will serve as a repository for project information. The site has limited information to date as the project activities have consisted of preliminary design and planning. This public portal will be used to provide citizens and others concerned with access to contracts, status, payments, progress reports and schedule information. In addition to uses associated with public communication, this website will serve as a functional communication medium for the consultant team, using the site for messaging, reporting, reviewing, commenting and collaborating.

The project website is available at:

www.fayettevilleupdate.com

5. Project Schedule

The schedule for the project has been developed from the earlier timelines submitted by the consultants during the contract negotiation process. The schedule is based upon months from start date rather than specific chronological dates. After the contracts are approved by the Fayetteville City Council, the schedule will be converted to a date specific master schedule and distributed to the consultant team. This will serve as the performance measure for progress of the various tasks, and will be used to validate the conformance of the monthly statements to the progress schedule. At certain milestones, the status of various contracts are targeted for review, using these checkpoints to track multiple payments, activities and progress of individual tasks.

The project schedule is illustrated on the following pages:

**AMENDMENT NUMBER 1 TO MEMORANDUM OF AGREEMENT
BETWEEN
THE ARKANSAS SOIL AND WATER CONSERVATION COMMISSION
AND
THE MUNICIPALITY OF CITY OF FAYETTEVILLE, ARKANSAS**

The original dates set forth in this agreement were predicted using a preliminary planning and design schedule that, because of the project's magnitude and complexity has proved to be overly optimistic.

BY THE MUTUAL AGREEMENT OF THE ARKANSAS SOIL AND WATER CONSERVATION COMMISSION AND THE MUNICIPALITY OF CITY OF FAYETTEVILLE, the Memorandum of Agreement dated December 11, 2001, under Section 3, Part III is hereby amended as follows:

SUBMITTAL SCHEDULE

**RECEIPT
DATE BY ASWCC**

- | | |
|--|--------------------------|
| A. Preliminary Engineering Report, I/I Analysis and first submittal of the Application *SEE NOTE BELOW | January 15, 2002 |
| B. Draft Environmental Information Document (EID) | January 15, 2002 |
| C. Final EID with Public Participation Documents and Final Engineering Report | March 1, 2002 |
| D. Proposed User Charge Ordinance with Rate Structure Documentation (RLF-122) and Proposed Sewer Use Ordinance | March 28, 2003 |
| E. First Submittal (First Contract Section), of Plans and Specifications (P&S) and Project Performance Workplan | November 15, 2003 |
| F. Enacted User Charge Ordinance with Rate Structure Documentation and Enacted Sewer Use Ordinance | January 5, 2004 |
| G. Final P&S, (First Contract Section), Project Performance Workplan and the Final Application (including the Agreement for Construction Phase Engineering Services) | March 5, 2004 |

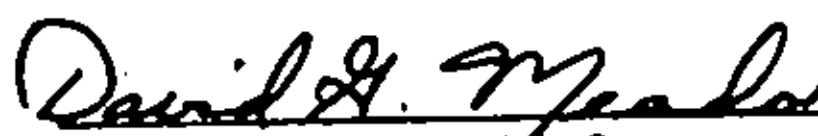
Target date for application certification is **April 5, 2004**.

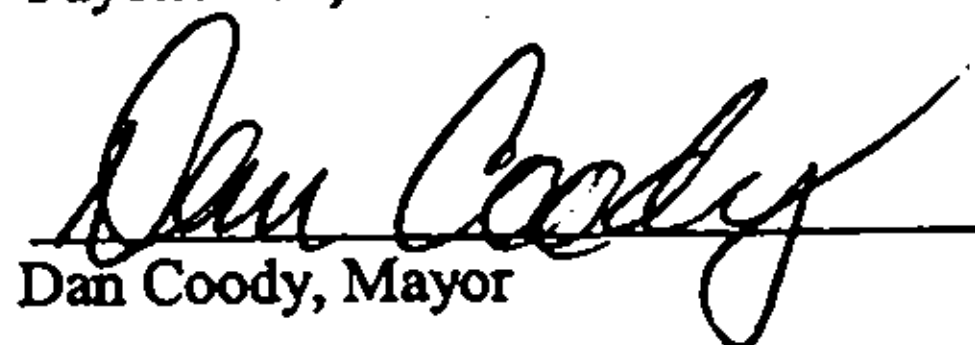
*** NOTE:** At this time, review public participation requirements:

1. Schedule public meeting to discuss alternatives (30-day notice).
2. After public meeting, schedule public hearing to discuss selected alternative and receive general comments from the public (45-day notice). Mail EID and send notices to State and Federal agencies.
3. Hold public meeting and public hearing at scheduled times.

For the Arkansas Soil and Water
Conservation Commission

For the Municipality of City of
Fayetteville, Arkansas


David Meador, Chief
Water Resources Division

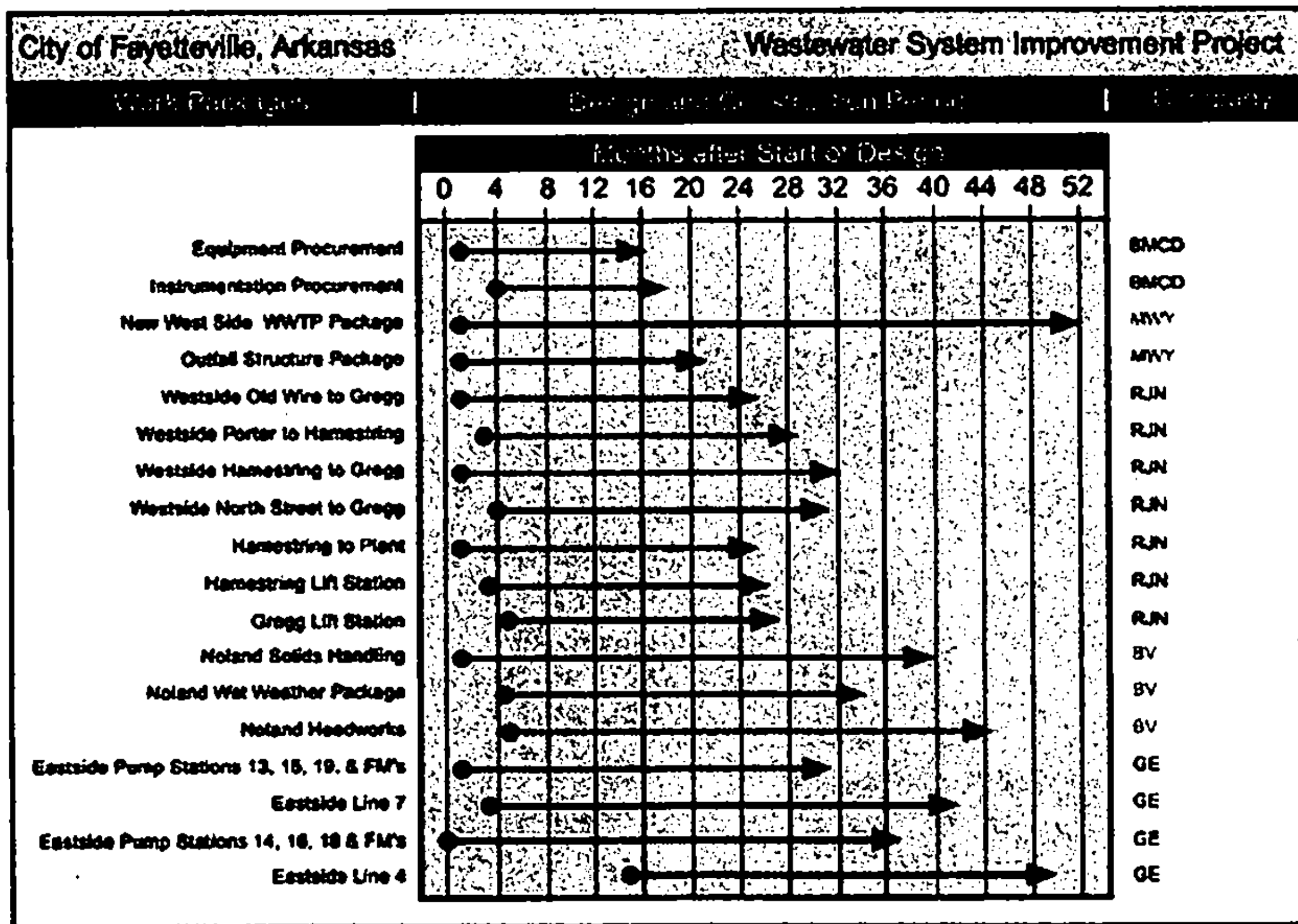

Dan Coody, Mayor

3-24-2003

Date

3/17/03
Date

Schedule



Burns & McDonnell	BMCD
Block & Veatch	BV
Garver Engineering	GE
McGoughlin, Williams & Yates	MVY
RJN Group	RJN

Complete detailed preliminary project schedule and schedule narrative



[Click here to download the free software required to view the Adobe .pdf files.](#)

Activity ID	Activity Description	Only Dir	Early Start	Early Finish	Early Period
Engineering Contract Preparation					
100	100000 Issue Recommendation Report to City	1	3/14/02	3/14/02	3/14/02
100	100000 Prepare Standing Doc Review on City and District	1	3/14/02	3/14/02	3/14/02
100	100000 Public Works DE, Rev & Prep for City Council	11	10/28/02	10/28/02	10/28/02
100	100000 City Council Review / Approving Document	1	10/28/02	10/28/02	10/28/02
100	100000 SALMO Prep Design Proposed Project	7	10/28/02	2/28/03	2/28/03
100	100000 SALMO Issue Design Proposed Project	0		2/28/03	2/28/03
100	100000 Construction Program / Issue Proposed	10	3/28/03	11/2/03	11/2/03
100	100000 SALMO Estimate Proposed & Write Contract	0	11/2/03	2/2/04	2/2/04
100	100000 Award Contract to Design Engineers	0		2/2/04	2/2/04
100	100000 Start Design Design	0	2/2/04		2/2/04
Permits, Approvals & Clearances					
100	100000 Approved Submittals to ADMCC & ADOO	31	3/14/02	2/28/02	2/28/02
100	100000 ADMCC Review EA & PCHS Study	0	3/14/02	2/2/03	2/2/03
100	100000 UMACOS Review EA & PCHS Study	0	2/28/02	2/2/03	2/2/03
100	100000 Agency & Public Review EA & PCHS	0	2/2/03	2/2/03	2/2/03
100	100000 Program Comments / Issue EA & PCHS	3	2/2/03	2/2/03	2/2/03
100	100000 ADOO Issue EA & PCHS	30	2/2/03	2/2/03	2/2/03
100	100000 Prepare MPOCS Permit for Construction	30	2/2/03	2/2/03	2/2/03
100	100000 City / UMACOS Issue EA & PCHS	30	2/2/03	2/2/03	2/2/03
100	100000 Prepare MPOCS Permit for Operation	30	2/2/03	2/2/03	2/2/03
100	100000 City Planning Review Design (State Permit)	21	11/2/03	11/2/03	11/2/03
100	100000 Construction Permit Preparation (State Permit)	0	11/2/03	2/2/04	2/2/04
Procurement - Equipment					
100	100000 Develop Spec Pump	0	2/2/02	2/2/02	2/2/02
100	100000 City Review & Approve Spec Pump	0	2/2/02	2/2/02	2/2/02
100	100000 Prepare Spec Pump	0	2/2/02	2/2/02	2/2/02
100	100000 Issue for Bid Pump	0	2/2/02	2/2/02	2/2/02
100	100000 Bid Review & Recommendation Pump	0	2/2/02	2/2/02	2/2/02
100	100000 City Award Pump	0	2/2/02	2/2/02	2/2/02
100	100000 Vendor Drawings Pump	0	2/2/02	2/2/02	2/2/02
100	100000 Installation / Delivery Pump	0	2/2/02	2/2/02	2/2/02
Procurement - Instrumentation					
100	100000 Develop Spec Instrumentation	0	2/2/02	2/2/02	2/2/02
100	100000 City Review & Approve Spec Instrumentation	0	2/2/02	2/2/02	2/2/02



City of Fayetteville, Arkansas
Wastewater Treatment Improvements
Initial Level 1 Schedule

Project Duration on Design & Construction Activities were estimated by the Consultant

© Primavera Systems, Inc.

Activity ID	Activity Description	Orig. Dur.	Early Start	Early Finish
180	Final Design Instrumentation	0	10/1/03	10/1/03
185	Issue to Bids Instrumentation	1	10/1/03	10/1/03
190	Submit & Recommend Instrumentation	0	10/1/03	10/1/03
195	City Award Instrumentation	0	10/1/03	10/1/03
200	Vendor Design Instrumentation	0	10/1/03	10/1/03
205	Installation/Start Instrumentation	0	10/1/03	10/1/03
Access Roads Package (MWY)				
210	MWY Detailed Design/Submit Package	0	10/1/03	10/1/03
215	City & BMO Review/Approve MWY Design	0	10/1/03	10/1/03
220	Construction Permitting by MWY	0	10/1/03	10/1/03
225	Submit/Receive to Construction Bids	0	10/1/03	10/1/03
230	Submit/Receive Recommendation	0	10/1/03	10/1/03
235	City Council Approval/Recommendation	0	10/1/03	10/1/03
240	Award of Construction Package for Access Roads	0	10/1/03	10/1/03
245	Notes to Proceed	0	10/1/03	10/1/03
250	Contractor Mobilize/Procure Materials	0	10/1/03	10/1/03
255	Start of Construction Access Roads	0	10/1/03	10/1/03
260	Construction Access Roads	0	10/1/03	10/1/03
Outfall Structure (MWY)				
265	MWY Detailed Design/Submit Package	0	10/1/03	10/1/03
270	City & BMO Review/Approve MWY Design	0	10/1/03	10/1/03
275	Construction Permitting by MWY	0	10/1/03	10/1/03
280	Submit/Receive to Construction Bids	0	10/1/03	10/1/03
285	Submit/Receive Recommendation	0	10/1/03	10/1/03
290	City Council Approval/Recommendation	0	10/1/03	10/1/03
295	Award of Construction Package for Outfall	0	10/1/03	10/1/03
300	Notes to Proceed	0	10/1/03	10/1/03
305	Contractor Mobilize/Procure Materials	0	10/1/03	10/1/03
310	Start of Construction Outfall	0	10/1/03	10/1/03
315	Construction Outfall Structure	0	10/1/03	10/1/03
New West Side Wastewater Treatment Plant (MWY)				
320	MWY Detailed Design/Submit Package	0	10/1/03	10/1/03
325	City & BMO Review/Approve MWY Design	0	10/1/03	10/1/03
330	Construction Permitting by MWY	0	10/1/03	10/1/03
335	Submit/Receive to Construction Bids	0	10/1/03	10/1/03
340	Submit/Receive Recommendation	0	10/1/03	10/1/03
345	City Council Approval/Recommendation	0	10/1/03	10/1/03
350	Award of Construction Package for MWY	0	10/1/03	10/1/03

Activity ID	Activity Description	Orig. Dur.	Early Start	Early Finish	Notes
270	Notice to Proceed	0		2/14/04	
271	Contractor Mobilize / Procure Materials	10	2/14/04	3/4/04	
272	Start of Construction Westside WWP	0		3/4/04	
273	Construction - new Westside WWP	47	3/4/04	3/26/05	
274	Post-Construction Testing	40	3/26/05	2/10/06	
Westside Collection - Old Ware to Greg (RJN)					
300	Final Design / Submit Pkg - Old Ware to Greg	18	3/26/05	5/14/05	
301	City & Board Review / Approve RJN Design	20	5/14/05	5/11/05	
302	Construction Permitting by RJN	60	5/14/05	2/14/06	
303	BLM/AD Advertisements for Construction Bids	20	5/11/05	2/11/06	
304	Bid Evaluation / Recommendation	20	2/11/06	2/14/06	
305	City Council Approval of Recommendation	6	2/14/06	2/28/06	
306	Award of Contract for Old Ware to Greg	1	2/28/06	2/28/06	
307	Notice to Proceed Westside Old Ware to Greg	0		2/28/06	
308	Contractor Mobilize / Procure Materials	60	2/28/06	2/28/06	
309	Start of Construction Westside Old Ware to Greg	0		2/28/06	
310	Construction - Old Ware to Greg	64	2/28/06	3/14/06	
Westside Collection - Porter to Hamesburg (RJN)					
320	Final Design / Submit Pkg - Porter to Hamesburg	18	3/26/05	5/14/05	
321	City & Board Review / Approve RJN Design	20	5/14/05	5/11/05	
322	Construction Permitting by RJN	60	5/14/05	2/14/06	
323	BLM/AD Advertisements for Construction Bids	20	2/11/06	2/11/06	
324	Bid Evaluation / Recommendation	20	2/11/06	2/14/06	
325	City Council Approval of Recommendation	6	2/14/06	2/28/06	
326	Award of Contract Porter to Hamesburg	1	2/28/06	2/28/06	
327	Notice to Proceed Westside Porter to Hamesburg	0		2/28/06	
328	Contractor Mobilize / Procure Materials	60	2/28/06	2/28/06	
329	Start of Construction Porter to Hamesburg	0		2/28/06	
330	Construction - Porter to Hamesburg	64	2/28/06	3/14/06	
Westside Collection - North St. to Greg (RJN)					
350	Final Design / Submit Pkg - North St. to Greg	18	3/26/05	5/14/05	
351	City & Board Review / Approve RJN Design	20	5/14/05	5/11/05	
352	Construction Permitting by RJN	60	5/14/05	2/14/06	
353	BLM/AD Advertisements for Construction Bids	20	2/11/06	2/11/06	
354	Bid Evaluation / Recommendation	20	2/11/06	2/14/06	
355	City Council Approval of Recommendation	6	2/14/06	2/28/06	
356	Award of Contract North St. to Greg	1	2/28/06	2/28/06	
357	Notice to Proceed Westside North St. to Greg	0		2/28/06	
358	Contractor Mobilize / Procure Materials	60	2/28/06	2/28/06	
359	Start of Construction North St. to Greg	0		2/28/06	
360	Construction - North St. to Greg	64	2/28/06	3/14/06	

Activity ID	Activity Description	Only One	Early Start	Early Finish
502	Contractor Mobilize / Prepare Materials	0	24-04-25	10-05-25
503	Start of Construction North Bound to Greg	0		10-05-25
504	Construction North Bound to Greg	14	22-05-25	16-06-25
Westside Collection - Homecoming to Greg (RJN)				
505	Detailed Design / Submit / Homecoming to Greg	28	28-07-25	03-08-25
506	City & BMD Review / Approve RJN Design	21	08-08-25	29-08-25
507	Construction Permitting by RJN	60	08-08-25	28-09-25
508	BMD Advertise for Construction Bids	21	29-09-25	20-10-25
509	Bid Evaluation / Recommendation	20	30-10-25	20-11-25
510	City Council Approval of Recommendation	0	02-12-25	03-12-25
511	Award of Contracting Homecoming to Greg	1	02-12-25	03-12-25
512	Notice to Proceed Mobilize Homecoming to Greg	0		03-12-25
513	Contractor Mobilize / Prepare Materials	10	03-12-25	20-12-25
514	Start of Construction Homecoming to Greg	0		20-12-25
515	Construction Homecoming to Greg	14	20-12-25	29-01-26
Farmington Interceptor (RJN)				
516	Detailed Design / Submit Farmington Interceptor	18	05-08-25	23-08-25
517	City & BMD Review / Approve RJN Design	21	28-08-25	20-09-25
518	Construction Permitting by RJN	60	28-08-25	08-10-25
519	BMD Advertise for Construction Bids	21	20-09-25	20-10-25
520	Bid Evaluation / Recommendation	20	20-10-25	20-11-25
521	City Council Approval of Recommendation	0	22-11-25	20-11-25
522	Award of Contracting Farmington Interceptor	1	22-11-25	20-11-25
523	Notice to Proceed Mobilize Farmington Interceptor	0		20-11-25
524	Contractor Mobilize / Prepare Materials	10	23-11-25	03-12-25
525	Start of Construction Farmington Interceptor	0		03-12-25
526	Construction Farmington Interceptor	14	03-12-25	20-12-25
Westside Collection - Homecoming to Plant				
527	Detailed Design / Submit Homecoming to Plant	18	20-07-25	10-08-25
528	City & BMD Review / Approve RJN Design	21	10-08-25	03-09-25
529	Construction Permitting by RJN	60	10-08-25	20-10-25
530	BMD Advertise for Construction Bids	21	03-09-25	20-10-25
531	Bid Evaluation / Recommendation	20	10-10-25	20-11-25
532	City Council Approval of Recommendation	0	20-11-25	01-12-25
533	Award of Contracting Homecoming to Plant	1	01-12-25	01-12-25
534	Notice to Proceed Mobilize Homecoming to Plant	0		01-12-25
535	Contractor Mobilize / Prepare Materials	10	01-12-25	20-12-25
536	Start of Construction Homecoming to Plant	0		20-12-25

Activity ID	Activity Description	Orig. Est.	Early Start	Early Finish	Activity ID	Activity Description	Orig. Est.	Early Start	Early Finish
200	Construction - Harnestring Lift Station	18	09/01/02	09/01/02	200	Construction - Harnestring Lift Station	18	09/01/02	09/01/02
Westside Collection - Harnestring Lift Station									
201	Complete Design / Submit - Harnestring Lift Sta	10	10/01/02	09/01/02	201	Complete Design / Submit - Harnestring Lift Sta	10	10/01/02	09/01/02
202	City & BLMAD Review / Approve RUM Design	25	09/01/02	11/11/02	202	City & BLMAD Review / Approve RUM Design	25	09/01/02	11/11/02
203	Construction Permitting by RUM	60	09/01/02	12/01/02	203	Construction Permitting by RUM	60	09/01/02	12/01/02
204	BLMAD Advertise for Construction Bids	20	09/01/02	09/01/02	204	BLMAD Advertise for Construction Bids	20	09/01/02	09/01/02
205	Bid Evaluation / Recommendation	20	11/11/02	12/01/02	205	Bid Evaluation / Recommendation	20	11/11/02	12/01/02
206	City Council Approval of Recommendation	5	10/01/02	20/01/02	206	City Council Approval of Recommendation	5	10/01/02	20/01/02
207	Award of Contract / Harnestring Lift Station	1	20/01/02	20/01/02	207	Award of Contract / Harnestring Lift Station	1	20/01/02	20/01/02
208	Notice to Proceed / Harnestring Lift Sta	0		20/01/02	208	Notice to Proceed / Harnestring Lift Sta	0		20/01/02
209	Construction Mobilization / Pressure Mainwork	10	20/01/02	02/02/02	209	Construction Mobilization / Pressure Mainwork	10	20/01/02	02/02/02
210	Start of Construction - Harnestring Lift Station	0		20/01/02	210	Start of Construction - Harnestring Lift Station	0		20/01/02
211	Construction - Harnestring Lift Station	18	02/02/02	03/01/03	211	Construction - Harnestring Lift Station	18	02/02/02	03/01/03
Westside Collection - Greg Lift Station									
212	Complete Design / Submit - Greg Lift Station	10	10/01/02	09/01/02	212	Complete Design / Submit - Greg Lift Station	10	10/01/02	09/01/02
213	City & BLMAD Review / Approve RUM Design	25	09/01/02	11/11/02	213	City & BLMAD Review / Approve RUM Design	25	09/01/02	11/11/02
214	Construction Permitting by RUM	60	09/01/02	12/01/02	214	Construction Permitting by RUM	60	09/01/02	12/01/02
215	BLMAD Advertise for Construction Bids	20	09/01/02	09/01/02	215	BLMAD Advertise for Construction Bids	20	09/01/02	09/01/02
216	Bid Evaluation / Recommendation	20	11/11/02	12/01/02	216	Bid Evaluation / Recommendation	20	11/11/02	12/01/02
217	City Council Approval of Recommendation	5	10/01/02	20/01/02	217	City Council Approval of Recommendation	5	10/01/02	20/01/02
218	Award of Contract / Greg Lift Station	1	20/01/02	20/01/02	218	Award of Contract / Greg Lift Station	1	20/01/02	20/01/02
219	Notice to Proceed / Harnestring Lift Sta	0		20/01/02	219	Notice to Proceed / Harnestring Lift Sta	0		20/01/02
220	Construction Mobilization / Pressure Mainwork	10	20/01/02	02/02/02	220	Construction Mobilization / Pressure Mainwork	10	20/01/02	02/02/02
221	Start of Construction - Greg Lift Station	0		20/01/02	221	Start of Construction - Greg Lift Station	0		20/01/02
222	Construction - Greg Lift Station	18	02/02/02	03/01/03	222	Construction - Greg Lift Station	18	02/02/02	03/01/03
Westside Collection - Lift Station # 12									
223	Complete Design / Submit - Lift Station # 12	10	10/01/02	09/01/02	223	Complete Design / Submit - Lift Station # 12	10	10/01/02	09/01/02
224	City & BLMAD Review / Approve RUM Design	25	09/01/02	11/11/02	224	City & BLMAD Review / Approve RUM Design	25	09/01/02	11/11/02
225	Construction Permitting by RUM	60	09/01/02	12/01/02	225	Construction Permitting by RUM	60	09/01/02	12/01/02
226	BLMAD Advertise for Construction Bids	20	09/01/02	09/01/02	226	BLMAD Advertise for Construction Bids	20	09/01/02	09/01/02
227	Bid Evaluation / Recommendation	20	11/11/02	12/01/02	227	Bid Evaluation / Recommendation	20	11/11/02	12/01/02
228	City Council Approval of Recommendation	5	10/01/02	20/01/02	228	City Council Approval of Recommendation	5	10/01/02	20/01/02
229	Award of Contract / Lift Station # 12	1	20/01/02	20/01/02	229	Award of Contract / Lift Station # 12	1	20/01/02	20/01/02
230	Notice to Proceed / Harnestring Lift Sta	0		20/01/02	230	Notice to Proceed / Harnestring Lift Sta	0		20/01/02
231	Construction Mobilization / Pressure Mainwork	10	20/01/02	02/02/02	231	Construction Mobilization / Pressure Mainwork	10	20/01/02	02/02/02
232	Start of Construction - Lift Station # 12	0		20/01/02	232	Start of Construction - Lift Station # 12	0		20/01/02
233	Construction - Lift Station # 12	18	02/02/02	03/01/03	233	Construction - Lift Station # 12	18	02/02/02	03/01/03

Activity ID	Activity Description	Orig. Est.	Early Start	Early Finish
Noland Plant "Wet Weather" Package (B&V)				
410	BSV Detailed Design / Sub-Plan - Wet Weather	08	20/04/03	03/05/03
415	City & BSAO Review / Approve BSV Design	21	03/05/03	24/05/03
420	Construction Permitting by BSV	30	03/05/03	13/06/03
425	BSV Advertise for Construction Bid	30	03/05/03	03/06/03
430	BSV Evaluation / Recommendation	30	03/05/03	03/06/03
435	City Council Approval of Recommendation	6	20/05/03	24/05/03
440	Assess of Construction Permit for Noland Wet Weather Pkg	1	01/06/03	01/06/03
445	Notice to Proceed Noland Wet Weather Pkg	0		01/06/03
450	Contractor Mobilize / Prepare Materials	10	01/06/03	10/06/03
455	Start of Construction Noland Wet Weather Pkg	0		01/06/03
460	Construction - Noland Plant - Wet Weather	98	20/06/03	03/07/03
Noland Plant Solids Handling (B&V)				
470	BSV Detailed Design / Sub-Plan - Solids Handling	28	20/03/03	01/04/03
475	City & BSAO Review / Approve BSV Design	28	01/04/03	01/04/03
480	Construction Permitting by BSV	40	01/04/03	04/04/03
485	BSV Advertise for Construction Bid	40	01/04/03	04/04/03
490	BSV Evaluation / Recommendation	20	04/04/03	04/04/03
495	City Council Approval of Recommendation	6	04/04/03	11/04/03
500	Assess of Construction Permit for Noland Plant Solids Handling	1	04/04/03	04/04/03
505	Notice to Proceed Noland Plant Solids Handling	0		04/04/03
510	Contractor Mobilize / Prepare Materials	10	04/04/03	14/04/03
515	Start of Construction Noland Plant Solids Handling	0		04/04/03
520	Construction - Noland Plant Solids Handling	98	20/04/03	03/05/03
Noland Plant Headworks (B&V)				
430	BSV Detailed Design / Sub-Plan - Headworks	32	20/04/03	02/05/03
435	City & BSAO Review / Approve BSV Design	30	02/05/03	02/05/03
440	Construction Permitting by BSV	40	02/05/03	02/05/03
445	BSV Advertise for Construction Bid	30	02/05/03	02/05/03
450	BSV Evaluation / Recommendation	18	02/05/03	02/05/03
455	City Council Approval of Recommendation	9	02/05/03	02/05/03
460	Assess of Construction Permit for Noland Plant Headworks	1	02/05/03	02/05/03
465	Notice to Proceed Noland Plant Headworks	0		02/05/03
470	Contractor Mobilize / Prepare Materials	10	02/05/03	02/05/03
475	Start of Construction Noland Plant Headworks	0		02/05/03
480	Construction - Noland Plant Headworks	20	02/05/03	02/05/03
Eastside Pump Sta. 13.15.19. Filts (Garver)				
600	Garver Design Pump Sta. 13.15.19. Filts	18	20/03/03	03/04/03

Activity ID	Activity Description	Orig. Est. Cost	Early Start	Early Finish
620	City & BLM/BLM Review / Approve Design	25	10/1/00	10/1/00
620	Construction Permitting by Garver	60	10/1/00	10/1/00
620	BLM/BLM Review / Approve Design	40	10/1/00	10/1/00
620	BLM/BLM Review / Approve Design	20	10/1/00	10/1/00
620	City Council Approval of Recommendation	0	10/1/00	10/1/00
620	Assessment of Construction for BLM/BLM Collection Site	1	10/1/00	10/1/00
620	Notice to Proceed BLM/BLM Collection System	0	10/1/00	10/1/00
620	Contractor Mobilization / Preconstruction Meeting	10	10/1/00	10/1/00
620	Start of Construction BLM/BLM Collection Site	0	10/1/00	10/1/00
620	Construction Pump Sta. 14/16/18 & F&M's	25	10/1/00	10/1/00
Eastside Collection Line 7 (Garver)				
620	Garver Design Line 7	25	10/1/00	10/1/00
620	City & BLM/BLM Review / Approve Design	21	10/1/00	10/1/00
620	Construction Permitting by Garver	60	10/1/00	10/1/00
620	BLM/BLM Review / Approve Design	30	10/1/00	10/1/00
620	BLM/BLM Review / Approve Design	20	10/1/00	10/1/00
620	City Council Approval of Recommendation	0	10/1/00	10/1/00
620	Assessment of Construction for BLM/BLM Line 7	1	10/1/00	10/1/00
620	Notice to Proceed BLM/BLM Line 7	0	10/1/00	10/1/00
620	Contractor Mobilization / Preconstruction Meeting	10	10/1/00	10/1/00
620	Start of Construction BLM/BLM Line 7	0	10/1/00	10/1/00
620	Construction Line 7	20	10/1/00	10/1/00
Eastside Collection Line 4 (Garver)				
620	Garver Design Line 4	17	10/1/00	10/1/00
620	City & BLM/BLM Review / Approve Design	21	10/1/00	10/1/00
620	Construction Permitting by Garver	40	10/1/00	10/1/00
620	BLM/BLM Review / Approve Design	30	10/1/00	10/1/00
620	BLM/BLM Review / Approve Design	20	10/1/00	10/1/00
620	City Council Approval of Recommendation	0	10/1/00	10/1/00
620	Assessment of Construction for BLM/BLM Line 4	1	10/1/00	10/1/00
620	Notice to Proceed BLM/BLM Line 4	0	10/1/00	10/1/00
620	Contractor Mobilization / Preconstruction Meeting	10	10/1/00	10/1/00
620	Start of Construction BLM/BLM Line 4	0	10/1/00	10/1/00
620	Construction Line 4	20	10/1/00	10/1/00
Eastside Pump Sta. 14/16/18 & F&M's (Garver)				
620	Garver Design Pump Sta. 14/16/18 & F&M's	10	10/1/00	10/1/00
620	City & BLM/BLM Review / Approve Design	21	10/1/00	10/1/00
620	Construction Permitting by Garver	40	10/1/00	10/1/00

[illegible]

6. Master Project Budget

**THE FOLLOWING PAGE CONTAINS AN ITEMIZED COST
PREDICTION FOR THE WASTEWATER IMPROVEMENT PROJECT**

May 30, 2003

[illegible]

BLACK AND VEATCH CORPORATION
Noland Wastewater Plant

- 1. CONSULTANT OVERVIEW SHEET**
- 2. PROJECT RESPONSIBILITY MAP**
- 3. PROFESSIONAL SERVICES AGREEMENT**

WASTEWATER SYSTEM IMPROVEMENT PROJECT FAYETTEVILLE, ARKANSAS

PROJECT TITLE: East Noland Treatment Plant

CONSULTANT: Black and Veatch Corporation
8400 Ward Parkway
Kansas City, Missouri 64114
Contact: Earl Jenkins
Ph: 913-458-3429
Email: jenkinsee@bv.com

SUB-CONSULTANTS: Garver, Inc. (Surveying)
3810 Front Street, Suite 10
Fayetteville, Arkansas 72703
Contact: Brock Hoskins
Ph: 479 527-9100
Email: behoskins@garverinc.com

McClelland Consulting Engineers, Inc. (geotech)
P.O. Box 1229
1810 North College Avenue,
Fayetteville, AR 72702
Contact: R. Wayne Jones
Ph: 479 443-2377
Email: wjones@mcclelland-engrs.com

COMPANY BACKGROUND: Black & Veatch has more than 87 years of experience in planning, developing, and designing systems for collection, treatment, and disposal of wastewater. Consistently one of the top 10 of ENR's ranking of wastewater treatment firms, Black & Veatch has completed more than 2,500 wastewater assignments for over 800 cities, counties, government agencies, and industries. Specific to this project, Black & Veatch conducted the Biosolids Management Study for Fayetteville which led to the program adopted by Fayetteville for solids handling at the Noland Plant and the proposed new West Side Plant. Black & Veatch also conducted a plant assessment of the Noland WWTP which serves as the basis for the improvements planned at that facility. Throughout these studies, Black & Veatch participated in several public information meetings and the public hearing for Fayetteville's Wastewater System Improvements Project and gained a good understanding of the issues and concerns of Fayetteville and its citizens.

PROJECT DESCRIPTION: This project involves the improvements for the Paul R. Noland Wastewater Treatment Plant (East Noland Plant) that will provide the capacity and performance required to meet the Year 2020 flow and load conditions projected for the Noland Plant. In the Year 2020, the projected annual average flow is 11.21 mgd. The improvements involve three areas of the treatment plant: solids handling facilities, wet weather treatment facilities, and headworks and influent pumping facilities. Upgrades and repairs are also included for some of the other existing treatment facilities. No expansion improvements are being made to the secondary treatment, filtration, disinfection, or reaeration facilities as they are adequately

sized to treat the projected Year 2020 flows. The projected White River effluent limits for Noland Plant are presented in the following table:

Discharge Constituent	Concentrations - Monthly Average, mg/L	
	April to November	December to March
BOD ₅	5.0	11.0
TSS	5.0	15.0
Ammonia - Nitrogen	1.8	5.0
Phosphorus	1.0	1.0

The solids handling facilities improvements include construction of a new two-story sludge dewatering building to house up to three 2 m belt filter presses. The dewatering equipment will be located on the second story, with a truck drive-through beneath the dewatering equipment for sludge loading. The equipment within the building will include a new conveyance system with dewatered cake loadout facilities will be used to load trucks, a ferric chloride storage and feed system to be used at the belt filter presses for hydrogen sulfide control, and an odor control system for the dewatering building including cake-loading areas. A procurement contract will be prepared for the purchase of belt filter presses for the Noland Plant and for the West Side Plant.

The wet weather flow handling facilities will include piping modifications to allow Primary Clarifiers No. 1 and 2 to treat wet weather flow before the flow is directed to the Primary Pond for storage. A high pressure washdown system and liner will be added to the 17 million gallon Primary Pond to improve solids removal and pond cleanup. Two of the existing pumps at the Effluent Pump Station will be replaced with pumps sized to provide treated effluent to the high-pressure washdown system for the Primary Pond, nonpotable water for the plant, and irrigation water for the Sludge Management Site.

The headworks and influent pumping improvements include three new flow control structures, a new screenings facility, a new grit removal system, plant flow monitoring, upgrades to the existing influent pump station, a second influent pumping station, replacement of sludge pumps and denitrification pumps, repair of concrete on existing basins, odor control improvements, a new gravity belt thickener with associated appurtenances, repairs to the existing building's exterior facings and roof, and other miscellaneous improvements.

SCOPE OF SERVICES TO BE PROVIDED: Services to be provided include:

- Project Management.
- Project Development, including preparation of a basis of design memorandum and preliminary design layouts.
- Assessment of alternative odor control methods.
- Value engineering support to Fayetteville.
- Preparation of construction contract specifications and drawings.
- Preparing opinions of probable construction costs and providing bidding and negotiation services for three construction contracts and one procurement contract.

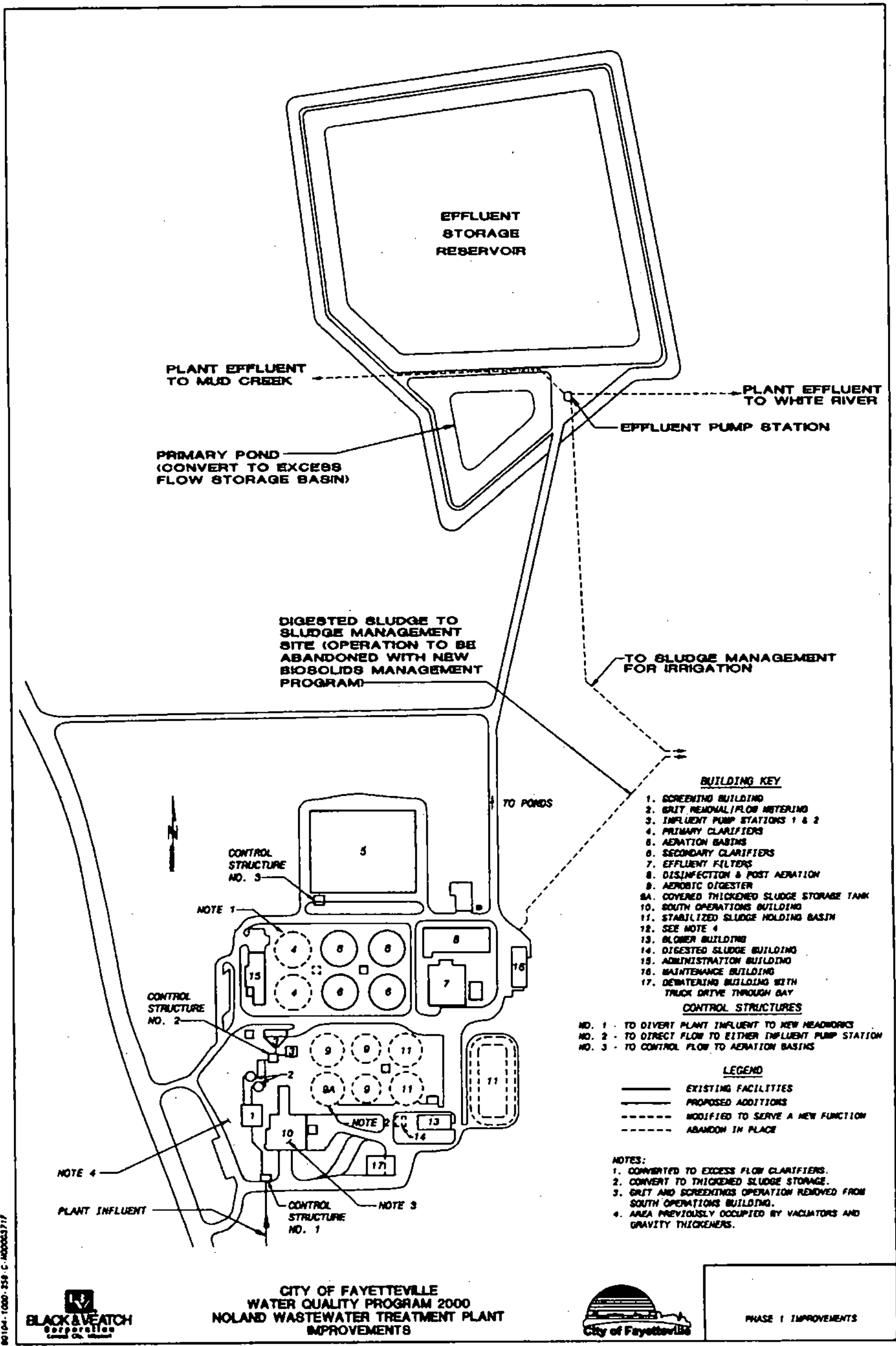
Work is anticipated to require approximately 24 months from authorization to proceed to completion.

CONSULTING SERVICES NOT IN CURRENT SCOPE: In addition to the services described above, a general description has been provided in the agreement for services

that will be necessary for completion of the project, but have not been specifically defined at this time, including construction phase engineering, resident inspection services, operation and maintenance manuals, one-year follow-up services, expenses due to litigation, professional representation in court, and other items that are specifically excluded, but could become necessary. A fee for such services will be developed at a later date.

**CONSTRUCTION COST ESTIMATE FOR THIS PORTION OF THE PROJECT:
\$17.1 Million**

**CONSULTANT SERVICES CONTRACT AMOUNT FOR THE LISTED SCOPE
OF SERVICES: \$2,363,200.**



EFFLUENT STORAGE RESERVOIR

PLANT EFFLUENT TO MUD CREEK

PLANT EFFLUENT TO WHITE RIVER

EFFLUENT PUMP STATION

PRIMARY POND (CONVERT TO EXCESS FLOW STORAGE BASIN)

DIGESTED SLUDGE TO SLUDGE MANAGEMENT SITE (OPERATION TO BE ABANDONED WITH NEW BIOSOLIDS MANAGEMENT PROGRAM)

TO SLUDGE MANAGEMENT FOR IRRIGATION

BUILDING KEY

1. SCREENING BUILDING
2. GRIT REMOVAL/FLOW METERING
3. INFLUENT PUMP STATIONS 1 & 2
4. PRIMARY CLARIFIERS
5. AERATION BASINS
6. SECONDARY CLARIFIERS
7. EFFLUENT FILTERS
8. DISINFECTION & POST AERATION
9. AEROBIC DIGESTER
- 9A. COVERED THICKENED SLUDGE STORAGE TANK
10. SOUTH OPERATIONS BUILDING
11. STABILIZED SLUDGE HOLDING BASIN
12. SEE NOTE 4
13. BLOWER BUILDING
14. DIGESTED SLUDGE BUILDING
15. ADMINISTRATION BUILDING
16. MAINTENANCE BUILDING
17. DEWATERING BUILDING WITH TRUCK DRIVE THROUGH BAY

CONTROL STRUCTURES

- NO. 1 - TO DIVERT PLANT INFLUENT TO NEW HEADWORKS
 NO. 2 - TO DIRECT FLOW TO EITHER INFLUENT PUMP STATION
 NO. 3 - TO CONTROL FLOW TO AERATION BASINS

LEGEND

- EXISTING FACILITIES
- - - PROPOSED ADDITIONS
- · · MODIFIED TO SERVE A NEW FUNCTION
- - - ABANDON IN PLACE

NOTES:

1. CONVERTED TO EXCESS FLOW CLARIFIERS.
2. CONVERT TO THICKENED SLUDGE STORAGE.
3. GRIT AND SCREENINGS OPERATION REMOVED FROM SOUTH OPERATIONS BUILDING.
4. AREA PREVIOUSLY OCCUPIED BY VACUATORS AND GRAVITY THICKENERS.

90104-1000-359-C-000063717



CITY OF FAYETTEVILLE
 WATER QUALITY PROGRAM 2000
 NOLAND WASTEWATER TREATMENT PLANT
 IMPROVEMENTS



PHASE I IMPROVEMENTS

**PROPOSAL
FOR ENGINEERING SERVICES**

Noland Wastewater Treatment Plant

**City of Fayetteville
Fayetteville, Arkansas**

Submitted to Department of Public Works

**May 27, 2003
BLACK & VEATCH CORPORATION**

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
BLACK & VEATCH CORPORATION

THIS AGREEMENT is made as of _____, 2003, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and BLACK & VEATCH CORPORATION with offices located in Kansas City, Missouri (hereinafter called BLACK & VEATCH).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, construction, operation, maintenance, management, and financing of the Fayetteville Wastewater System Improvement Project and in particular Noland Wastewater Treatment Plant Improvements (The "Project"). Therefore, CITY OF FAYETTEVILLE and BLACK & VEATCH in consideration of their mutual covenants agree as follows:

BLACK & VEATCH shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of BLACK & VEATCH's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by BLACK & VEATCH under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of BLACK & VEATCH.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of BLACK & VEATCH.
- 1.3 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, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF BLACK & VEATCH

2.1 General

2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil, structural, mechanical, and electrical engineering services and normal architectural design services incidental thereto.

2.1.1.1 The Scope of Services to be furnished by BLACK & VEATCH during the Final Design Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.1.1.2 The Scope of Services to be furnished by BLACK & VEATCH during the Bidding Phase is included in Section 2.3 hereafter and in Appendix B attached hereto and made part of this Agreement.

2.1.1.3 The Scope of Services to be furnished by BLACK & VEATCH during the Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.1.4 The Scope of Services to be furnished by BLACK & VEATCH during the Post-Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.1.5 The preliminary Scope of Services to be furnished by BLACK & VEATCH for Resident Services During Construction, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.2 CITY OF FAYETTEVILLE has retained the services of BURNS & McDONNELL ENGINEERING COMPANY, INC., a Missouri Corporation specializing in consulting engineering services, as the "Program Manager" for the Wastewater System Improvement Project. The professional design services to which this Agreement applies are a part of the Wastewater System Improvement Project. BLACK & VEATCH shall coordinate their activities and services primarily with Program Manager and all other parties that CITY OF

FAYETTEVILLE may contract with for program management or professional design services as a part of the Wastewater System Improvement Project. BLACK & VEATCH and CITY OF FAYETTEVILLE agree that BLACK & VEATCH has full responsibility for the engineering design.

2.2 Final Design Phase

2.2.1 Prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by CITY OF FAYETTEVILLE, its legal counsel, and other advisors as appropriate, and assist CITY OF FAYETTEVILLE in the preparation of other related documents.

2.2.1.1 Bid documents shall be based on Construction Specifications Institute (CSI) Master Format and Section Format and shall incorporate CITY OF FAYETTEVILLE's standard general conditions and forms. Bid documents shall include required forms for State Revolving Loan Fund funding. Text documents shall be provided to CITY OF FAYETTEVILLE in Microsoft® Word Office 2000 version software. Contract drawings shall be prepared using standard borders, sheet sizes, title blocks and CADD standards provided by CITY OF FAYETTEVILLE. BLACK & VEATCH may use their normal software for the preparation of drawings but the final product shall be provided to CITY OF FAYETTEVILLE in Autodesk AutoCAD version 2000i.

2.2.1.2 Develop and include in Appendix A of this Agreement for approval by CITY OF FAYETTEVILLE, a project design schedule in which BLACK & VEATCH shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by BLACK & VEATCH in the completion of this final design. This Schedule shall include reasonable allowances for review and approval times required by CITY OF FAYETTEVILLE, performance of services by CITY OF FAYETTEVILLE's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by CITY OF FAYETTEVILLE, or for delays or other causes beyond BLACK &

VEATCH's reasonable control. Nonconformance with this schedule by BLACK & VEATCH and its subconsultants may result in the assessment of damages payable by BLACK & VEATCH to the CITY OF FAYETTEVILLE for costs and damages incurred. The maximum cost liability of BLACK & VEATCH shall be limited to the total gross amount payable to or through the Consultant authorized under this agreement, including amendments thereto.

- 2.2.1.2.1 The progress design schedule shall consist of a bar chart schedule depicting the duration of each sub-project and the discrete milestone activities which make up the sub-projects, but at a minimum shall include contract drawings, contract specifications, and design reviews as indicated in Section 2.2.10. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration, Insurance, Value Engineering, surveys, subcontracted work, and property acquisition and easement documents. BLACK & VEATCH shall assign to each schedule activity of the progress design schedule a corresponding cost value that shall include a monthly allocation for labor, expenses, overhead, and profit. The sum of all cost values assigned shall equal the Lump Sum Amount shown in Section 6.1.1. of this Agreement.
- 2.2.1.3 When requested by the CITY OF FAYETTEVILLE's Public Works Director, prepare for and attend up to four City Council meetings to provide periodic updates on the progress of the final design.
- 2.2.1.4 If the plans and specifications for the project require bids on alternates in addition to a base bid, there shall be no more than three (3) alternates, and the alternates shall be developed and described in accordance with Title 22, Article 9-203 of the Arkansas Code.
- 2.2.1.5 To the extent practicable, evaluate the feasibility of sequencing and segmenting the Work into stand alone multiple construction or procurement packages which may yield immediate operating benefits to the CITY OF FAYETTEVILLE and give these first priority for completion. The separate design or procurement packages to be completed by BLACK & VEATCH are listed below.

- 2.2.1.5.1 1. Solids Handling Facilities
- 2.2.1.5.2 2. Procurement of Belt Filter Presses
- 2.2.1.5.3 3. Headworks and Other Plant Improvements
- 2.2.1.5.4 4. Wet Weather Facilities
- 2.2.2 Prepare technical criteria, written descriptions, design data, and applications necessary for filing applications for permits from or approvals of the following applicable governmental authorities having jurisdiction to review or approve the final design of the Project and assist in securing approvals. Approval letters and permits shall be furnished to the Arkansas Soil and Water Conservation Commission, including the written approvals from the Arkansas Department of Health and the Arkansas Division of Environmental Quality. Actual Filing and Permit Fees will be paid by the CITY OF FAYETTEVILLE. Assist CITY OF FAYETTEVILLE in consultations with appropriate authorities.
 - 2.2.2.1 Arkansas Soil and Water Conservation Commission (ASWCC)
 - 2.2.2.2 Arkansas Department of Health (AHD)
 - 2.2.2.3 Arkansas Department of Environmental Quality (ADEQ)
 - 2.2.2.4 U.S. Army Corps of Engineers (COE)
 - 2.2.2.5 Fayetteville Planning Commission
 - 2.2.2.6 Arkansas State Highway and Transportation Department
- 2.2.3 Advise CITY OF FAYETTEVILLE of adjustments in excess of five percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.
- 2.2.4 Advise CITY OF FAYETTEVILLE of final Opinion of Probable Project Costs, including, but not limited to, construction, inspection, testing, startup, O&M Manuals, and one-year performance evaluation.

- 2.2.5 Furnish CITY OF FAYETTEVILLE with 10 copies of the final Bid Documents.
- 2.2.6 Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 2.2.7 Provide appropriate professional interpretations of data, geotechnical investigations, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials and equipment obtained through subcontract services for authorized Project services including property, boundary, easement, right-of-way, topographic, and utility surveys; noting zoning and deed restrictions.
 - 2.2.7.1 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided and the value of the subcontract agreement.
 - 2.2.7.2 Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the Submittal Schedule contained in the Memorandum of Agreement, as amended, between ASWCC and the CITY OF FAYETTEVILLE and require all BLACK & VEATCH subconsultants to be bound by the Submittal Schedule.
 - 2.2.7.3 BLACK & VEATCH will provide a preliminary and final project performance work plan for submission to ASWCC
- 2.2.8 Render monthly Work progress reports to CITY OF FAYETTEVILLE and Program Manager and confirm status of compliance with final design schedule.
- 2.2.9 Provide to the Program Manager in a format mutually acceptable to the Program Manager and BLACK & VEATCH such schedules, reports, opinions of probable costs, renderings, project summaries, and other data as may be required, for posting by others on a project web site to allow the public to monitor and review the activities, materials, and financial status of the project. Refresh the data supplied to the Program Manager no more frequently than monthly.
- 2.2.10 Design shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, at the applicable completion levels outlined below.

- 2.2.10.1 West Side Collection System Improvements – 30 percent and 90 percent.
- 2.2.10.2 East Side Collection System Improvements – 30 percent and 90 percent.
- 2.2.10.3 West Side WWTP:
- Plant Access Road and Improvements – 30 percent and 90 percent.
 - Plant Effluent Line – 30 percent and 90 percent.
 - West Side Wastewater Treatment Plant – 30 percent, 60 percent, and 90 percent.
- 2.2.10.4 Paul Noland Facility:
- Wet Weather Package – 30 percent and 90 percent.
 - Headworks Package – 30 percent, 60 percent, and 90 percent.
 - Solids Handling Package – 30 percent, 60 percent, and 90 percent.
- 2.2.11 See Appendix A for additional services or clarification of services to be provided by BLACK & VEATCH.
- 2.3 Bidding Phase
- 2.3.1 BLACK & VEATCH will follow Arkansas Soil and Water Conservation Commission statutory bidding protocol for State Revolving Loan Fund.
- 2.3.2 Arrange for bidding notices to be sent to contractors publishing services and direct mailing to contractors of record. Notices shall comply with requirements of CITY OF FAYETTEVILLE and Revolving Loan Fund (RLF) administered by the Arkansas Soil and Water Conservation Commission, Construction Assistance Division, and the Arkansas Development Finance Authority (ADFA). The legal notice to be placed in legal notices section of a local newspaper(s) of countywide and statewide circulation and shall be coordinated with CITY OF FAYETTEVILLE purchasing agent and an affidavit of publication secured.
- 2.3.3 Prepare addenda for drawings and Bid Documents as required and submit to Program Manager in timely manner such that addenda can be issued by BLACK & VEATCH in accordance with Construction Contract General Conditions. All bidding protocols shall conform to ASWCC statutory requirements with all addenda being approved by ASWCC prior to issuance.

- 2.3.4 Secure updated state and federal wage rate decisions and incorporate into the Bid Documents. Update wage rate decision by addendum if necessary.
- 2.3.5 Assist CITY OF FAYETTEVILLE by issuing and tracking Bid Documents, addenda and communications during bidding and maintain list of plan holders. Print and distribute copies of plans and specifications for all prospective bidders and plan rooms. Collect from prospective bidders an appropriate non-refundable fee to offset cost of reproducing and distributing Bidding Documents.
 - 2.3.5.1 BLACK & VEATCH shall attend a Pre-Bid Conference organized, convened, and conducted by the Program Manager to explain the project requirements and receive questions from prospective bidders. BLACK & VEATCH shall consider the questions received and issue necessary clarifications and changes to the Bid Documents through the use of addenda. Make logistical arrangements for and conduct a site tour of the project area.
- 2.3.6 Assist CITY OF FAYETTEVILLE in obtaining and evaluating bids and preparing construction contracts. BLACK & VEATCH shall prepare and submit bid certification documents to ASWCC for review.
- 2.3.7 Consult with and advise CITY OF FAYETTEVILLE as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s), hereinafter called "Contractor(s)," for those portions of the work as to which such acceptability is required by the Bid Documents.
- 2.3.8 Make recommendations regarding award of construction contracts.
- 2.3.9 Attend Water and Sewer Committee meeting and the ensuing City Council meeting to recommend action by the respective bodies. Prepare and present a recommendation complete with such supporting information as necessary for the bodies to make an informed decision on the action recommended.
- 2.3.10 Develop and include in Appendix B of this Agreement, a bidding services schedule in which BLACK & VEATCH shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by BLACK & VEATCH in the completion of the bidding services. The bidding services schedule shall consist of a bar chart schedule depicting the duration of the bidding period of each sub-project and the discrete milestone activities which make up the

sub-projects. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration, and Insurance. BLACK & VEATCH shall assign to each schedule activity of the bidding services schedule a corresponding cost value which shall include a monthly allocation for labor, expenses, overhead, and profit. The sum of all cost values assigned shall equal the Lump Sum Amount shown in Section 6.1.2. of this Agreement.

2.3.11 See Appendix B for additional services or clarification of services to be provided by BLACK & VEATCH.

2.4 Construction Phase

2.4.1 The scope of Construction Phase Services, if any, will be negotiated following completion of Design Phase Services.

2.5 Post-Construction Phase

2.5.1 The scope of Post-Construction Phase Services, if any, will be negotiated following completion of Design Phase Services.

2.6 Resident Services During Construction

2.6.1 The scope of Resident Services During Construction, if any, will be negotiated following completion of Design Phase Services.

SECTION 3 - ADDITIONAL SERVICES OF BLACK & VEATCH

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by BLACK & VEATCH, BLACK & VEATCH shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.2.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.2.2.1 Required because of inconsistent approvals or instructions previously given by CITY OF FAYETTEVILLE, including revisions made necessary by adjustments in CITY OF FAYETTEVILLE's program or Project Budget.

3.2.2.2 Required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of BLACK & VEATCH:

4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

4.2 Assist BLACK & VEATCH by placing at BLACK & VEATCH's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Guarantee access to and make all provisions for BLACK & VEATCH to enter upon public and private property as required for BLACK & VEATCH to perform his services under this Agreement.

4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by BLACK & VEATCH and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

- 4.7 Give prompt written notice to BLACK & VEATCH whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.
- 4.9 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements of the Wastewater System Improvement Project.
- 4.10 Furnish, or direct BLACK & VEATCH to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.11 If CITY OF FAYETTEVILLE's standard bidding requirements, Agreement forms and General Conditions are to be used, CITY OF FAYETTEVILLE shall provide copies of such documents for BLACK & VEATCH's use in coordinating the Contract Drawings and Specifications.
- 4.12 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to BLACK & VEATCH in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. BLACK & VEATCH will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO BLACK & VEATCH

6.1 Compensation

6.1.1 Final Design Phase Services

For the Scope of Services during the Final Design Phase described herein, CITY OF FAYETTEVILLE shall pay BLACK & VEATCH the lump sum amount of Two Million Two Hundred Twenty Three Thousand Nine Hundred United States Dollars (US \$2,223,900.00).

6.1.1.1 Subject to the City Council approval, adjustment of the lump sum amount may be made should BLACK & VEATCH establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

6.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Design services consistent with BLACK & VEATCH's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by BLACK & VEATCH and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project design schedule as the basis for determining the value earned as the work is accomplished. Final payment for Design services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Design phase for the Project.

6.1.2 Bidding Phase Services

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay BLACK & VEATCH the lump sum amount of One Hundred Thirty Nine Thousand Three Hundred United States Dollars (US \$139,300.00).

6.1.2.1 Subject to prior City Council approval, adjustment of the lump sum amount may be made should BLACK & VEATCH establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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.

6.1.2.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Bidding Phase services consistent with BLACK & VEATCH's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by BLACK & VEATCH and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated bidding services schedule as the basis for determining the value earned as the work is accomplished. Final payment for Bidding Phase services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Bidding Phase for the Project.

6.1.3 Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.4 Post-Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.5 Resident Services During Construction

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.6 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to BLACK & VEATCH shall be negotiated at the time Additional services are authorized.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted in electronic format simultaneously to CITY OF FAYETTEVILLE and Program Manager, followed by signed original document to CITY OF FAYETTEVILLE. Statements will be based on BLACK & VEATCH's estimated percent of services completed at the end of the preceding month, and justified by the updated progress schedule. Program Manager shall review the statement and forward them to CITY OF FAYETTEVILLE with his recommendations.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of BLACK & VEATCH's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise BLACK & VEATCH in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, BLACK & VEATCH shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by BLACK & VEATCH to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against BLACK & VEATCH or his sureties under this Agreement or applicable performance and payment bonds, if any.

incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction Contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE, BURNS & McDONNELL and BLACK & VEATCH for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 BLACK & VEATCH will exercise reasonable skill, care, and diligence in the performance of BLACK & VEATCH's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to BLACK & VEATCH any defects or suspected defects in BLACK & VEATCH's services of which CITY OF FAYETTEVILLE becomes aware, so that BLACK & VEATCH can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE and BLACK & VEATCH further agree to impose a similar notification requirement on all construction contractors in the Bid Documents and shall require all subcontracts at any level to contain a like requirement. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of BLACK & VEATCH.

7.2.2 In addition BLACK & VEATCH will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by BLACK & VEATCH's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by BLACK & VEATCH relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on BLACK & VEATCH's experience, qualifications, and judgment as a design professional. Since BLACK & VEATCH has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, BLACK & VEATCH does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by BLACK & VEATCH.

7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of BLACK & VEATCH's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of BLACK & VEATCH.

7.5 Termination

7.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

7.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.1.2 An opportunity for consultation with the terminating party prior to termination.

7.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that BLACK & VEATCH is given:

7.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.2.2 An opportunity for consultation with the terminating party prior to termination.

7.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

7.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

7.5.3.2 Any payment due to BLACK & VEATCH at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of BLACK & VEATCH's default.

7.5.4 If termination for default is effected by BLACK & VEATCH, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to BLACK & VEATCH for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by BLACK & VEATCH relating to commitments which had become firm prior to the termination.

7.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, BLACK & VEATCH shall:

7.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

7.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by BLACK & VEATCH in performing this Agreement, whether completed or in process.

7.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

7.5.7 If, after termination for failure of BLACK & VEATCH to fulfill contractual obligations, it is determined that BLACK & VEATCH had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.6 Delays

In the event the services of BLACK & VEATCH are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond BLACK & VEATCH's reasonable control, BLACK & VEATCH shall be entitled to additional compensation and time for reasonable costs incurred by BLACK & VEATCH in temporarily closing down or delaying the Project.

construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8.1.2 BLACK & VEATCH shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by BLACK & VEATCH's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

8.1.3 BLACK & VEATCH's obligations under this clause are in addition to BLACK & VEATCH's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against BLACK & VEATCH for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and BLACK & VEATCH arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 BLACK & VEATCH shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. BLACK & VEATCH shall also maintain the financial information and data used by BLACK & VEATCH in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. BLACK & VEATCH will provide proper facilities for such access and inspection.

FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

- 7.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to BLACK & VEATCH for services rendered by BLACK & VEATCH.

7.10 Publications

Recognizing the importance of professional development on the part of BLACK & VEATCH's employees and the importance of BLACK & VEATCH's public relations, BLACK & VEATCH may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to BLACK & VEATCH's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to BLACK & VEATCH. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of BLACK & VEATCH's activities pertaining to any such publication shall be for BLACK & VEATCH's account.

7.11 Indemnification

- 7.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE, BURNS & McDONNELL, and BLACK & VEATCH from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

7.12 Computer Models

BLACK & VEATCH may use or modify BLACK & VEATCH's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or BLACK & VEATCH may develop computer models during BLACK & VEATCH's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by BLACK & VEATCH does not constitute a license to CITY OF FAYETTEVILLE to use or modify BLACK & VEATCH's computer models. Said proprietary computer models shall remain the sole property of the BLACK & VEATCH. CITY OF

FAYETTEVILLE and BLACK & VEATCH will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use BLACK & VEATCH's computer models.

7.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. BLACK & VEATCH may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by BLACK & VEATCH as part of the Services shall become the property of CITY OF FAYETTEVILLE when BLACK & VEATCH has been compensated for all Services rendered, provided, however, that BLACK & VEATCH shall have the unrestricted right to their use. BLACK & VEATCH shall, however, retain its rights in its standard drawings 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 BLACK & VEATCH.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. BLACK & VEATCH 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.

7.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

113 West Fayetteville
Fayetteville, Arkansas 72701
Attn: Mr. Greg Boettcher, P.E., Public Works Director

BLACK & VEATCH's address:

8400 Ward Parkway
Kansas City, Missouri 64114
Attn: Mr. Steven D. Phillips, Vice President

ASWCC's address:

Project No. CS-050803-03
Arkansas Soil and Water Conservation Commission
101 E. Capitol, Suite 350
Little Rock, Arkansas 72201

7.15 Successor and Assigns

CITY OF FAYETTEVILLE and BLACK & VEATCH each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor BLACK & VEATCH shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.17 Entire Agreement

This Agreement represents the entire Agreement between BLACK & VEATCH and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to _____ a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by BLACK & VEATCH, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of BLACK & VEATCH:

8.1.1 CITY OF FAYETTEVILLE's or Arkansas Soil and Water Conservation Commission's (ASWCC's) review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve BLACK & VEATCH of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor ASWCC's review, approval or acceptance of, nor payment for any of the services shall be

construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8.1.2 BLACK & VEATCH shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by BLACK & VEATCH's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

8.1.3 BLACK & VEATCH's obligations under this clause are in addition to BLACK & VEATCH's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against BLACK & VEATCH for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and BLACK & VEATCH arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 BLACK & VEATCH shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. BLACK & VEATCH shall also maintain the financial information and data used by BLACK & VEATCH in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. BLACK & VEATCH will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

8.3.3 This right of access clause (with respect to financial records) applies to:

8.3.3.1 Negotiated prime agreements:

8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of BLACK & VEATCH;

8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

BLACK & VEATCH warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by BLACK & VEATCH for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.5 Gratuities

8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that BLACK & VEATCH or any of BLACK & VEATCH's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to BLACK & VEATCH terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against BLACK & VEATCH as it could pursue in the event of a breach of the Agreement by BLACK & VEATCH. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs BLACK & VEATCH incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, BLACK & VEATCH will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7 Debarment And Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;**

- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: BLACK & VEATCH CORPORATION

SIGNATURE: _____ DATE: _____

PRINTED NAME: Steven D. Phillips TITLE: Vice President

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and BLACK & VEATCH, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

BLACK & VEATCH CORPORATION

By: _____
Steven D. Phillips

Title: Vice President

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX A – SCOPE OF SERVICES FOR FINAL DESIGN PHASE

This is **Appendix A**, consisting of 20 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and BLACK & VEATCH CORPORATION dated _____.

Initial:

CITY OF FAYETTEVILLE _____

BLACK & VEATCH CORPORATION _____

The following contains additional Scope of Services tasks for the Final Design Phase and supplements those services listed in Section 2.2 of the Agreement. Contained in this appendix are the description of the project, description of services and a project schedule.

PART A - DESCRIPTION OF PROJECT

This work involves the design of improvements identified in the Preliminary Design Report prepared by BLACK & VEATCH in April, 2001 for the Phase I improvements to the Noland Wastewater Treatment Plant. The Phase I preliminary opinion of probable construction costs presented in that report is \$17.1 million.

I. Solids Handling Facilities.

- A. A new two-story sludge dewatering building to house up to three 2m belt filter presses will be provided at Noland WWTP. The dewatering equipment will be located on the second story with a truck drive-through beneath the dewatering equipment for sludge loading. The equipment within the building will include a new conveyance system and dewatered cake loadout facilities will be used to load trucks, a ferric chloride storage and feed system to be used at the belt filter presses for H₂S control, and an odor control system for the dewatering building, including cake-loading areas. A procurement contract for the belt filter presses for this project for the BFP's will also include the units for the West Side Plant.

II. Wet Weather Flow Handling Facilities.

- A. Modifying piping to allow the Primary Clarifiers No. 1 and 2 to provide wet weather flow treatment before directing the flow to the Primary Pond for storage.
- B. Addition of a high pressure washdown system and a liner to the 17 million gallon Primary Pond.

- C. Replacing two of the larger pumps at the Effluent Pump Station with pumps sized to provide treated effluent to the high-pressure wash down system for the Primary Pond, non-potable water for the plant, and irrigation water for the Sludge Management Site.

III. Headworks and Other Treatment Plant Improvements.

- A. New Flow Control Structures No. 1, 2 and 3. Flow Control Structure No. 1 will receive flow from the proposed new 48" gravity sewer and the two existing gravity sewers that come to the Noland WWTP. The structure will be constructed over the existing 36" plant influent line and direct flow to the new screenings facility. Flow Control Structure No. 2 will be located ahead of the two influent pump stations and will direct flow to either pump station and will allow isolating either pump station to permit access to the wetwells for cleanup and routine maintenance. Flow Control Structure No. 3 will direct wastewater to the Aeration Basin Complex or to the Primary Pond from the Primary Clarifier Splitter Structure.
- B. A new screenings facility to house two mechanically cleaned bar racks, the two relocated Weiss Flo fine screens, a screenings and grit dumpster, and grit classifiers that receive grit from the proposed vortex grit removal system. Odor control will be provided for this facility.
- C. Two new 20 mgd vortex grit removal systems. The facilities will also include three positive suction head pumps in a basement to transport grit to the grit classifiers located in the screenings facility. The channels will be covered and odor control will be provided.
- D. A new plant influent monitoring system and influent sampling system.
- E. Upgrading the existing Influent Pump Station No. 1 and constructing a new 10 mgd Influent Pump Station No. 2 that will be a wetwell only arrangement with three submersible pumps. A new concrete cover will be placed over the wetwell of Pump Station No. 1. Odor control will be provided for both pump station wetwells. The new submersible pumps and two of the larger pumps in the existing pump station will be equipped with adjustable frequency drives. A new structure will be required to house the electrical equipment for the new pumping station.
- F. Providing additional standby power as required for the new Pump Station No. 2.
- G. Repairing cracks and expansion joints in the Aeration Basin Complex. Installing dissolved oxygen (DO) probes in the basins.
- H. Replacing the existing 6,000 gpm denitrification pumps in the Aeration Basin Complex with new submersible pumps.
- I. Adding RAS pumping to provide a firm capacity of 17 mgd.
- J. Adding two new 360 gpm WAS pumps.
- K. Replacing the alum feed pumps in the Effluent Filter Building. Adding a containment wall for the two totes of sodium hypochlorite.
- L. Repairing concrete around the butterfly valves in the mudwell trough of the Effluent Filters.

- M. Modifying the backwash control system and installing a larger diameter flow meter for the 14 inch backwash water return line and rerouting this line to ahead of the new grit removal facilities.
- N. Providing motorized-operators and a remote control system at the plant control center to operate the 48 inch sluice gate to the White River Parshall Flume and to the 48 inch sluice gate in the diversion structure to the Secondary Pond.
- O. Rerouting piping from secondary clarifier scum pumps to pump directly to the sludge and scum holding tank.
- P. Providing a new gravity belt thickener room in the existing South Operations building to house the existing gravity belt thickener and a new 2m gravity belt thickener and associated polymer feed system. Odor control will be provided for this room.
- Q. Adding pumps to convey sludge and scum from the sludge and scum holding tank to the gravity thickeners.
- R. Adding new pumps to pump from gravity belt thickeners to the thickened sludge holding basin (aerobic digester No. 2).
- S. Converting one of the covered aerobic digesters (No. 2) to store aerated, thickened sludge. Odor control will be provided.
- T. Adding pumps to convey thickened sludge from the thickened sludge holding basin (aerobic Digester No.2) to the solids dewatering building belt filter presses.
- U. Adding a permanent cover and mixing to the existing sludge and scum holding tank to be used for WAS and scum storage
- V. New roofs and metal copings for the following existing structures: South Operations Building; Primary Influent Pump Station, Engine-Generator Building; Digested Sludge Pump Station; Blower Building; Effluent Filter Building; Maintenance Building; and Chlorination Building. A concrete deck covering over the electrical room for the aeration basin complex.
- W. Demolition and removal of existing vacuators, gravity thickeners, and influent channels between the screen room and Influent Pump Station No. 1.
- X. Removing dissolved air flotation tanks, existing belt filter press and associated belt conveyor from the South Operations Building.
- Y. Replacing pumps at the Effluent Pump Station to use with the Primary Pond high pressure wash down system.
- Z. A new Stormwater Pump Station located where the existing pump station is located, just east of the South Operations Building.

IV. Improvements Not Included in Phase I.

- A. Upgrading of the plant instrumentation and control system.
- B. Expansion of the secondary treatment capacity.
- C. Enclosure for the UV disinfection process.

PART B - DESCRIPTION OF SERVICES

The CITY OF FAYETTEVILLE's direction for the improvements to the Noland Wastewater Treatment Plant is to design, bid, and construct the improvements as three independent construction projects. These construction projects have been defined as:

- A. Wet Weather Flow Handling Facilities
- B. Solids Handling Facilities
- C. Headworks and Other Treatment Plant Improvements

Project Development phase and Level 1 design phase will be used to define the criteria for all of the improvements. Level 2 detailed designs will proceed concurrently as three independent construction projects based on the following project milestones.

Construction Package	Level 1 Complete	Level 3 Complete
Solids Handling Facilities	December 2003	September 2004
Headworks and Other Plant Improvements	December 2003	October 2004
Wet Weather Flow Handling Facilities	December 2003	July 2004

An abbreviated project schedule is included later in this appendix.

The following paragraphs describe work tasks to be completed during each phase of the design.

I. PROJECT MANAGEMENT

- A. PROJECT INITIATION AND ADMINISTRATION. Provide project administration and management of design and bid phases. Set up management system for filing, communications, tracking progress, budgets, and invoicing.
- B. PROJECT PROCEDURES. Prepare a project procedures manual to be used by CITY OF FAYETTEVILLE and BLACK & VEATCH to cover the project description, project participants and lines of communications and QA/QC standards to be used.
- C. DESIGN AND DRAFTING STANDARDS AND CRITERIA. CITY OF FAYETTEVILLE has published DESIGN STANDARDS AND CRITERIA consisting of Drafting Standards and Criteria, Mechanical Standards and Criteria, Architectural Standards and Criteria, Security Vulnerability Criteria, Corrosion Criteria, Process Standards and Criteria, Civil Standards and Criteria, Structural Standards and Criteria, and Typical Sheet Details. BLACK & VEATCH agrees to follow these standards unless changes are approved by the CITY OF FAYETTEVILLE during the development of the Basis of Design Memorandum.

D. SPECIFICATIONS. CITY OF FAYETTEVILLE has requested BLACK & VEATCH to format and assemble the technical specifications in accordance with the MasterFormat and SectionFormat recommended by the Construction Specifications Institute Manual of Practice. BLACK & VEATCH agrees to follow the MasterFormat level one titles and the level two titles based on the BLACK & VEATCH's experience and standard technical specifications for work of this type. BLACK & VEATCH agrees to follow the SectionFormat defined as Part 1 GENERAL, Part 2 PRODUCTS and Part 3 EXECUTION. The details within each of the parts will be based on BLACK & VEATCH's experience and standard technical specifications for work of this type.

Specifications will be prepared so as to comply with the Arkansas Soil and Water Conservation Commission (ASWCC) Revolving Loan Fund Program.

E. CONSTRUCTION DOCUMENTS. Prepare construction documents based on the BLACK & VEATCH's experience for selection of private construction contractors on a competitive bid basis.

F. PROJECT MONITORING. Conduct regular budget, schedule, and invoice review for progress and invoice accuracy.

G. PROGRESS MEETINGS. Attend monthly progress meetings in Fayetteville with CITY OF FAYETTEVILLE, Program Manager and other consultants, as appropriate, throughout the project development and design phase. A total of 24 meetings are anticipated.

H. PUBLIC MEETINGS. Attend up to 4 City Council meetings in Fayetteville

I. SUBCONTRACTOR COORDINATION. Coordinate efforts of BLACK & VEATCH's subcontractors working on the project.

J. CONSTRUCTION PERMITS. Collect information and prepare and submit applications for CITY OF FAYETTEVILLE payment.

K. PROJECT PERFORMANCE WORK PLAN: Complete project performance work plan checklist (RLF-141 R-09/02) and submit to CITY OF FAYETTEVILLE.

II. PROJECT DEVELOPMENT

A. PROJECT INITIATION MEETING AND BACKGROUND INFORMATION COLLECTION.

1. Conduct a 2-day meeting with CITY OF FAYETTEVILLE to clarify understanding of scope and parameters of the project, review and confirm the recommended improvements schematics and site layouts as presented in the Preliminary Design Report still apply or should be modified, and establish tentative dates for subsequent Design Memorandum Phase Workshops.
2. Collect pertinent project data and current NPDES permit conditions from CITY OF FAYETTEVILLE and determine status. Identify State of Arkansas's participation and expectations. Obtain drawings and maps from CITY OF FAYETTEVILLE that will aid in locating utility and pipeline work. Obtain the most recent one year of operating records.
3. Contact utilities and gather information on the location of their facilities, availability of service for proposed project, and utilities' requirements for connections and interfacing.
4. Identify applicable codes and standards, including fire and safety codes.

B. HYDRAULIC ANALYSIS

1. Develop preliminary hydraulic profiles through the proposed new facilities and existing facilities based on the flows established and presented in the Preliminary Design Report. A profile will be performed through the liquid treatment facilities and through the wet weather treatment facilities.

C. PROCESS CRITERIA AND EQUIPMENT SELECTION/SIZING

1. Develop the process criteria to be used to size all equipment for the new liquid treatment and solids handling processes. Develop process flow diagrams. Select and size equipment based on these criteria. Provide specifications and characteristics for large pumping units for Noland WWTP for advanced purchase by CITY OF FAYETTEVILLE Purchasing Agent. Include in construction project bidding documents the assignment of purchase order to construction contractor(s), instructions for shipping, receipt, unloading, handling, storage, installation, warranty, and startup for pumping units. Provide shop drawing review and approval, plant testing, field acceptance, and manufacturer's field services for pre-purchased pumping units.

2. Coordinate the selection of the sludge thickening, dewatering, and dewatered sludge handling equipment for the Noland WWTP and West WWTP. It is anticipated that two presses will be provided at each plant. Prepare procurement documents and specifications for belt filter presses for the West Side WWTP and the Noland WWTP for advanced purchase by CITY OF FAYETTEVILLE Purchasing Agent. Include in construction project bidding documents the assignment of purchase order to construction contractor(s), instructions for shipping, receipt, unloading, handling, storage, installation, warranty, and startup for belt filter presses. Provide shop drawing review and approval, plant testing, field acceptance, and manufacturer's field services for pre-purchased belt filter presses.

D. PRELIMINARY SITE PLAN AND LAYOUTS

1. Locate new facilities on site plan and confirm with CITY OF FAYETTEVILLE that locations are acceptable. Facilities will be located to facilitate operations, avoid existing facilities, and avoid areas anticipated to be used for future plant expansion facilities. Obtain from CITY OF FAYETTEVILLE and review available topographic, property, utility maps, subsurface records and geotechnical investigations for the sites. Develop a preliminary site plan.
2. Develop preliminary building layouts for the recommended improvements. Identify, size and locate major equipment, piping routes and, if required, chemical feed points.

E. ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL CRITERIA

1. Develop architectural, civil, structural, building and process mechanical, and electrical design criteria for site lighting, structures, process systems, and power feed. Also develop plumbing, Instrumentation and Control, HVAC design criteria, odor control, and fire protection criteria associated with the facilities.

F. ODOR CONTROL ASSESSMENT

1. Conduct detailed site investigation to characterize the odors that will be released from the raw waste water and solids to be dewatered.
2. Evaluate vapor phase odor control technologies and determine the most effective method for removing the vapor phase odors considering site conditions, construction costs, reliability, safety, and annual operating and maintenance costs.

3. Coordinate with McGoodwin, Williams and Yates the odor control measures to be installed at the West Side plant and the Noland Facility and reach agreement in advance on the selection of systems at each facility. Type of system may differ at each plant, but consensus will be reached and justification presented.

G. BASIS OF DESIGN MEMORANDUM and PRELIMINARY COST OPINION

1. Prepare an initial Basis of Design Memorandum and preliminary drawings as required to establish agreement on scope, parameters, performance requirements, and project approach. Submit five copies to CITY OF FAYETTEVILLE for review.
2. Prepare initial opinion of probable construction cost based on updating the information in the Preliminary Design Report. Submit five copies to CITY OF FAYETTEVILLE for review.

H. REVIEW WORKSHOP

1. Conduct a 2-day workshop with CITY OF FAYETTEVILLE to review and discuss initial Basis of Design Memorandum.

I. QUALITY CONTROL REVIEW

1. Perform an internal quality control review of the initial Basis of Design Memorandum.

J. FINALIZE DESIGN MEMORANDUM

1. Incorporate review comments from the CITY OF FAYETTEVILLE and internal quality control into the final Basis of Design Memorandum.
2. Provide five copies of initial Basis of Design Memorandum to CITY OF FAYETTEVILLE

K. VALUE ENGINEERING SUPPORT

1. Prepare for and attend a one-day meeting with CITY OF FAYETTEVILLE and an independent consultant who will conduct a value engineering evaluation (VE) of the Basis of Design Memorandum. BLACK & VEATCH will present information provided in the Basis of Design Memorandum to the VE consultant and CITY OF FAYETTEVILLE. Provide 10 copies of the Basis of Design Memorandum for CITY OF FAYETTEVILLE and VE consultant to use in VE evaluation.
2. Attend a one-day meeting with CITY OF FAYETTEVILLE and VE Consultant to receive VE review comments and VE report.

3. Assist to CITY OF FAYETTEVILLE in preparing responses to items presented in the VE report. Attend a one-day meeting to review responses with CITY OF FAYETTEVILLE and VE consultant.
4. The level of effort anticipated is 180 hours. Any additional effort will be considered Additional Services.

L. FINAL BASIS OF DESIGN MEMORANDUM

1. Incorporate the VE comments accepted by the CITY OF FAYETTEVILLE into the final Basis of Design Memorandum. The version of the Basis of Design Memorandum will be used as the starting point for the Detailed Design.
2. Provide five copies of final Basis of Design Memorandum to CITY OF FAYETTEVILLE.

M. Coordinate with Burns & McDonnell and Garver Engineers to develop a cut-over and start up plan to bring East Side Collection System improvements into new Noland Headworks facilities.

N. Furnish to Burns & McDonnell a list of eligible tax exempt equipment for each Noland WWTP project for certification as described in ASWCC RLF-53 (R-7/01).

III DETAILED DESIGN

Detailed design will proceed based on a single bidding package through Level 1 reviews by CITY OF FAYETTEVILLE and value engineering evaluation. Level 2 design will proceed based on the three construction packages.

III - 1 Solids Handling Facilities

LEVEL 1 (30%)

A. DRAWINGS

1. Prepare drawings (sketches) for the proposed construction work and for the materials and equipment required, including: preliminary civil building plans and sections, major process equipment and piping layouts, process schematics, and site plan; preliminary architectural floor and roof plans; preliminary structural framing plans; preliminary mechanical HVAC and plumbing plans; and, preliminary electrical power distribution diagrams and P&IDs.

B. SPECIFICATIONS

1. Prepare preliminary table of contents, draft front-end documents, and sample technical specification based on CITY OF FAYETTEVILLE's standard front-end documents and BLACK & VEATCH's standard technical specifications.
2. Prepare draft procurement documents for BFP's.

C. SITE SURVEY

1. Provide, through a subcontract, the necessary field design surveys for the preparation of construction drawings and specifications. Surveys will determine site topography, contours, identify most recent FEMA flood elevations, and insofar as possible, utility locations.

D. GEOTECHNICAL SERVICES

1. Provide, through a subcontract, geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include:
 - a. Initial geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which are required to provide information for design, and other field and laboratory tests and analyses which are required to provide design information.
 - b. An initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions that can be anticipated from this initial exploratory work.

E. UPDATE COST OPINIONS

1. Update opinion of probable construction cost. Submit five copies along with final review documents to CITY OF FAYETTEVILLE.

F. CITY OF FAYETTEVILLE REVIEW WORKSHOP

1. Provide five sets of drawings and front-end documents completed to CITY OF FAYETTEVILLE for review. Attend one meeting with CITY OF FAYETTEVILLE to receive and discuss CITY OF FAYETTEVILLE's review comments.

G. VALUE ENGINEERING SUPPORT

1. Prepare for and attend a one-day meeting with CITY OF FAYETTEVILLE and an independent consultant who will conduct a VE evaluation of the Level 1 Detailed Design work. BLACK & VEATCH will present the drawings and layouts of the proposed facilities and improvements to the VE consultant and CITY OF FAYETTEVILLE. Provide 10 copies of drawings, specifications, and design memorandum for CITY OF FAYETTEVILLE and VE consultant to use in VE evaluation.
2. Attend a one-day meeting with CITY OF FAYETTEVILLE and VE Consultant to receive VE review comments and VE report.
3. Assist CITY OF FAYETTEVILLE in preparing responses to items presented in the VE report. Attend a one-day meeting to review responses with CITY OF FAYETTEVILLE and VE consultant.
4. The level of effort anticipated for VE support is 360 hours. Any additional effort will be considered Additional Services.

LEVEL 2 (60%)

Level 2 design will proceed following resolution of the VE comments by CITY OF FAYETTEVILLE.

A. DRAWINGS

1. Prepare CAD drawings or sketches for the proposed construction work and for the materials and equipment required, including: civil building plans and sections, hydraulic profile, and site plan; architectural plans, sections, and elevations; structural plans and sections; mechanical HVAC, plumbing, and fire protection plans; and, electrical major equipment layouts, interior lighting plans, P&IDs and control system block diagrams.

B. SPECIFICATIONS

1. Update table of contents and front end documents. Provide draft technical specifications including major equipment specifications.

C. GEOTECHNICAL SERVICES

1. After detailed design has proceeded to the point where it can be accomplished, provide, through a subcontract, a final geotechnical report evaluating the initial geotechnical investigation, field and laboratory test results, and the initial geotechnical report. The final evaluation shall be based on the actual design, including sizes, locations, and loading of structures; types, extent, and procedures of excavations; and shall consider both design parameters and constructability. The final report shall indicate the anticipated performance of the subsurface material to be encountered on the project under the loading conditions, use, and types of excavations anticipated.

D. UPDATE COST OPINIONS

1. Update opinion of probable construction costs. Submit five copies along with final review documents to CITY OF FAYETTEVILLE.

E. REVIEW WORKSHOP

1. Provide five sets of construction drawings, front end documents and technical specifications to CITY OF FAYETTEVILLE for review. Attend one meeting with CITY OF FAYETTEVILLE to receive and discuss CITY OF FAYETTEVILLE's review comments.

LEVEL 3 (90%)

A. DRAWINGS

1. Prepare final review set of drawings for the proposed construction work including: all civil plans, sections, schematics and details; all architectural plans, sections, elevations and details; all structural plans, sections and details; all mechanical HVAC, plumbing, and fire protection drawings; and, all electrical plans, sections, schematics, schedules, details and P&IDs.

B. SPECIFICATIONS

1. Prepare final review set of front end documents and technical specifications for proposed construction work.

C. UPDATE COST OPINIONS

1. Prepare final opinion of probable construction cost. Submit five copies along with final review documents to CITY OF FAYETTEVILLE.

D. REVIEW WORKSHOP

1. Provide five sets of final review drawings, front-end documents, and technical specifications to CITY OF FAYETTEVILLE for review. Attend one meeting with CITY OF FAYETTEVILLE to receive and discuss CITY OF FAYETTEVILLE's comments.

E. GOVERNMENTAL AGENCY/ADEQ REVIEW

1. After incorporation of CITY OF FAYETTEVILLE's comments, submit the three copies of final review drawings, front-end documents and technical specifications to the Arkansas Department of Environmental Quality and the Arkansas Department of Health for review. Attend one meeting in Fayetteville, Arkansas or Little Rock, Arkansas to discuss the final review documents with regulatory agency officials, if required.

F. QUALITY CONTROL REVIEW

1. Perform an internal quality control review of construction drawings, front-end documents and technical specifications. Review the contract documents for completeness, bidability, and constructability.

FINAL BIDDING DOCUMENTS (100%)

1. Incorporate review comments from the CITY OF FAYETTEVILLE, internal quality control, and the Arkansas Department of Environmental Quality and Arkansas Department of Health into the final drawings, front-end documents and specifications. Submit five copies of bidding documents to CITY OF FAYETTEVILLE.
2. Finalize and bid BFP procurement documents. Review working drawings submitted by the vendor.

III – 2 Headworks and Other Plant Improvements

LEVEL 1 (30%)

A. DRAWINGS

1. Prepare drawings (sketches) for the proposed construction work and for the materials and equipment required, including: preliminary civil building plans and sections, major process equipment and piping layouts, process schematics, and site plan; preliminary architectural floor and roof plans; preliminary structural framing plans; preliminary mechanical HVAC and plumbing plans; and, preliminary electrical power distribution diagrams and P&IDs.

B. SPECIFICATIONS

1. Prepare preliminary table of contents, draft front-end documents, and sample technical specification based on CITY OF FAYETTEVILLE's standard front-end documents and BLACK & VEATCH's standard technical specifications.

C. SITE SURVEY

1. Provide, through a subcontract, the necessary field design surveys for the preparation of construction drawings and specifications. Surveys will determine site topography, contours, identify most recent FEMA flood elevations, and insofar as possible, utility locations.

D. GEOTECHNICAL SERVICES

1. Provide, through a subcontract, geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs and including professional interpretations of exploratory and test data. The services will include:
 - a. Initial geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formations, and other geophysical phenomena which are required to provide information for design, and other field and laboratory tests and analyses which are required to provide design information.
 - b. An initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions that can be anticipated from this initial exploratory work.

E. UPDATE COST OPINIONS

1. Update opinion of probable construction cost. Submit five copies along with final review documents to CITY OF FAYETTEVILLE.

F. CITY OF FAYETTEVILLE REVIEW WORKSHOP

1. Provide five sets of drawings and front-end documents to CITY OF FAYETTEVILLE for review. Attend one meeting with CITY OF FAYETTEVILLE to receive and discuss CITY OF FAYETTEVILLE's review comments.

G. VALUE ENGINEERING SUPPORT

1. Included as a part of III – 1 Solids Handling Facilities

LEVEL 2 (60%)

Level 2 design will proceed following resolution of VE comments by CITY OF FAYETTEVILLE.

A. DRAWINGS

1. Prepare drawings (CAD and sketches) for the proposed construction work and for the materials and equipment required, including: civil building plans and sections, hydraulic profile, and site plan; architectural plans, sections, and elevations; structural plans and sections; mechanical HVAC, plumbing, and fire protection plans; and, electrical major equipment layouts, interior lighting plans, P&IDs and control system block diagrams.

B. SPECIFICATIONS

1. Update table of contents and front end documents. Provide draft technical specifications including major equipment specifications.

C. GEOTECHNICAL SERVICES

1. After detailed design has proceeded to the point where it can be accomplished, provide, through a subcontract, a final geotechnical report evaluating the initial geotechnical investigation, field and laboratory test results, and the initial geotechnical report. The final evaluation shall be based on the actual design, including sizes, locations, and loading of structures; types, extent, and procedures of excavations; and shall consider both design parameters and constructability.

The final report shall indicate the anticipated performance of the subsurface material to be encountered on the project under the loading conditions, use, and types of excavations anticipated.

D. UPDATE COST OPINIONS

1. Update opinion of probable construction cost. Submit five copies along with final review documents to CITY OF FAYETTEVILLE.

E. REVIEW WORKSHOP

1. Provide five sets of drawings and major equipment specifications and updated opinion of probable construction cost completed to CITY OF FAYETTEVILLE for review. Attend one meeting with CITY OF FAYETTEVILLE to receive and discuss CITY OF FAYETTEVILLE's review comments.

LEVEL 3 (90%)

A. DRAWINGS

1. Prepare final review set of construction drawings (CAD) for the proposed construction work including: all civil plans, sections, schematics and details; all architectural plans, sections, elevations and details; all structural plans, sections and details; all mechanical HVAC, plumbing, and fire protection drawings; and, all electrical plans, sections, schematics, schedules, details and P&IDs.

B. SPECIFICATIONS

1. Prepare final review set of front end documents and technical specifications for proposed construction work and for the materials and equipment required.

C. UPDATE COST OPINIONS

1. Prepare final opinion of probable construction cost. Submit five copies along with final review documents to CITY OF FAYETTEVILLE.

D. REVIEW WORKSHOP

1. Provide five sets of construction drawings, front-end documents, and technical specifications to CITY OF FAYETTEVILLE for review. Attend one meeting with CITY OF FAYETTEVILLE to receive and discuss CITY OF FAYETTEVILLE's comments.

E. GOVERNMENTAL AGENCY/ADEQ REVIEW

1. After incorporation of CITY OF FAYETTEVILLE's review comments, submit the three copies of final review drawings, front-end documents and technical specifications to the Arkansas Department of Environmental Quality for review. Attend one meeting in Fayetteville, Arkansas or Little Rock, Arkansas to discuss the final review documents with regulatory agency officials, if required.

F. QUALITY CONTROL REVIEW

1. Perform an internal quality control review of the review drawings, front-end documents and specifications. Review the contract documents for completeness, bidability, and constructability.

FINAL BIDDING DOCUMENTS (100%)

1. Incorporate review comments from the CITY OF FAYETTEVILLE, internal quality control, and the Arkansas Department of Environmental Quality and Arkansas Department of Health into the drawings, front-end documents and specifications. Submit five copies of bidding documents to CITY OF FAYETTEVILLE. (100%)

III – 3 Wet Weather Flow Facilities

LEVEL 1 (30%)

A. DRAWINGS

1. Prepare drawings (sketches) for the proposed construction work and for the materials and equipment required.

B. SPECIFICATIONS

1. Prepare preliminary table of contents, draft front-end documents, and sample technical specification based on CITY OF FAYETTEVILLE's standard front-end documents and BLACK & VEATCH's standard technical specifications.

C. SITE SURVEY

1. Provide, through a subcontract, the necessary field design surveys for the preparation of construction drawings and specifications. Surveys will determine site topography, contours, identify most recent FEMA flood elevations, and insofar as possible, utility locations.

B. SPECIFICATIONS

1. Prepare final review set of front end documents and technical specifications for proposed construction work and for the materials and equipment required

C. UPDATE COST OPINIONS

1. Prepare final opinion of probable construction cost. Submit five copies along with final review documents to CITY OF FAYETTEVILLE.

D. REVIEW WORKSHOP

1. Provide five sets of construction drawings, front-end documents, and technical specifications to CITY OF FAYETTEVILLE for review. Attend one meeting with CITY OF FAYETTEVILLE to receive and discuss CITY OF FAYETTEVILLE's final review comments.

E. GOVERNMENTAL AGENCY/ADEQ REVIEW

1. After incorporation of CITY OF FAYETTEVILLE's review comments, submit three copies of the construction drawings, front-end documents and specifications to the Arkansas Department of Environmental Quality and Arkansas Department of Health for review. Attend one meeting in Fayetteville, Arkansas or Little Rock, Arkansas to discuss the final review documents with regulatory agency officials, if required.

F. QUALITY CONTROL REVIEW

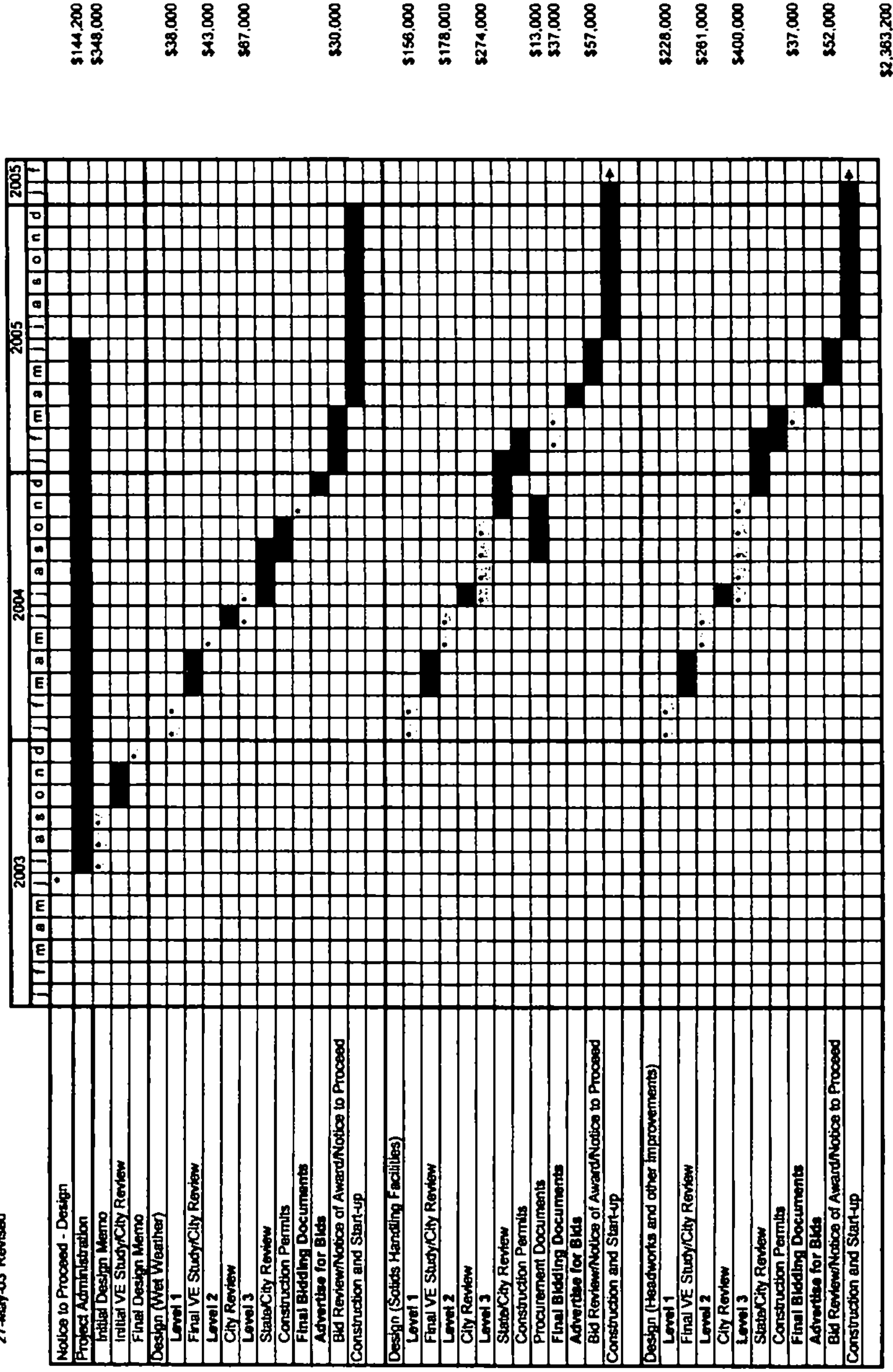
1. Perform an internal quality control review of the construction drawings, front-end documents and technical specifications. Review the contract documents for completeness, bidability, and constructability.

FINAL DOCUMENTS (100%)

1. Incorporate review comments from CITY OF FAYETTEVILLE, internal quality control, and the Arkansas Department of Environmental Quality into the final construction drawings, front-end documents and specifications. Submit five copies of bidding documents to CITY OF FAYETTEVILLE

FAYETTEVILLE, ARKANSAS
 NOLAND WASTEWATER TREATMENT PLANT IMPROVEMENT
 ABBREVIATED PROJECT SCHEDULE
 PN90104.9402

27-May-03 Revised



**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

**APPENDIX B – SCOPE OF SERVICES FOR BIDDING OR NEGOTIATION
PHASE**

This is **Appendix B**, consisting of 1 page, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and BLACK & VEATCH CORPORATION dated _____.

Initial:

CITY OF FAYETTEVILLE _____

BLACK & VEATCH CORPORATION _____

The following contains additional Scope of Services for the Bidding or Negotiation Phase and supplements those services listed in Section 2.3 of the Agreement.

1. Provide a sufficient number of sets of construction contract documents for bidding purposes, and distribute the contract documents to prospective bidders.
2. Distribute plan holders list of recipients of contract documents prior to bid opening.
3. Distribute bidding documents and collect a non-refundable fee in an amount to be determined to offset printing costs.
4. Interpret construction contract documents. Prepare and issue addenda to the construction contract documents when required.
5. Assess and evaluate bids received and recommend award of bid for each of the three construction packages.

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX C – SCOPE OF SERVICES FOR CONSTRUCTION PHASE

This is **Appendix C**, consisting of 1 page, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and BLACK & VEATCH CORPORATION dated _____.

Initial:

CITY OF FAYETTEVILLE _____

BLACK & VEATCH CORPORATION _____

The following contains additional Scope of Services for the Construction Phase and supplements those services listed in Section 2.4 of the Agreement.

- 2.4.18 Make periodic visits to the construction site to observe progress of the work, and consult with the CITY OF FAYETTEVILLE and the Contractor concerning problems and progress of the work. A total of 24 visits are anticipated.
- 2.4.19 Receive and review guarantees, bonds, and certificates of inspection, and tests, and approvals which are to be assembled by the Contractor in accordance with the construction contract documents and transmit them to CITY OF FAYETTEVILLE.
- 2.4.20 Act on claims of CITY OF FAYETTEVILLE and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents.
- 2.4.21 Analyze data from performance testing of equipment by the Contractor or supplier when the construction contract documents require the equipment to be tested after installation. Submit conclusions to CITY OF FAYETTEVILLE.
- 2.4.22 Collect and organize 2 sets of operation and maintenance data provided by the Contractor. Each set will be placed in separate binders, the binders indexed, and a table of contents provided. Binders will be submitted to CITY OF FAYETTEVILLE.
- 2.4.23 Project design team personnel with areas of responsibilities including project management, structural, process mechanical, HVAC, electrical, control and instrumentation, geotechnical, and architectural will make periodic site visits. It is anticipated that 12 separate onsite visits by BLACK & VEATCH's project personnel will be required. The level of effort is anticipated to require 16 person hours per trip. A written report summarizing discussions, site observations, and periodically established objectives shall be provided to CITY OF FAYETTEVILLE for distribution.

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX D – SCOPE OF SERVICES FOR POST-CONSTRUCTION PHASE

This is **Appendix D**, consisting of 1 page, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and BLACK & VEATCH CORPORATION dated _____.

Initial:

CITY OF FAYETTEVILLE _____

BLACK & VEATCH CORPORATION _____

The following contains additional Scope of Services for the Post-Construction Phase and supplements those services listed in Section 2.5 of the Agreement.

No additional services are included.

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

**APPENDIX E – SCOPE OF SERVICES FOR RESIDENT SERVICES DURING
CONSTRUCTION PHASE**

This is **Appendix E**, consisting of 5 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and BLACK & VEATCH CORPORATION dated _____.

Initial:

CITY OF FAYETTEVILLE _____

BLACK & VEATCH CORPORATION _____

The following is the Scope of Services for the Resident Services During Construction referred to in Section 3.2 of the Agreement.

BLACK & VEATCH will furnish a full time Resident Project Representative and such assistant Resident Project Representatives as may be required on the work. The Resident Project Representative and assistants will observe the Contractor's work and perform the services listed below. The Resident Project Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the BLACK & VEATCH. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the Resident Project Representative and assistants are as follows:

A. Site Observations and Liaison with CITY OF FAYETTEVILLE and Contractor(s)

1. Conduct onsite observations of the general progress of the work to assist BLACK & VEATCH in determining if the work is proceeding in accordance with the construction contract documents.
2. Serve as BLACK & VEATCH's liaison with the Contractor, working principally through the Contractor's superintendent, and assist BLACK & VEATCH in providing interpretation of the construction contract documents. Transmit BLACK & VEATCH's clarifications and interpretations of the construction contract documents to the Contractor.
3. Assist BLACK & VEATCH in serving as CITY OF FAYETTEVILLE's liaison with the Contractor when the Contractor's operations affect CITY OF FAYETTEVILLE's onsite operation.

4. As requested by BLACK & VEATCH, assist in obtaining from CITY OF FAYETTEVILLE's additional details or information when required at the jobsite for proper execution of the work.
5. Report to BLACK & VEATCH, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.
6. Advise BLACK & VEATCH and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by BLACK & VEATCH.
7. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
8. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are supplemental services.
9. Review the Contractors' construction sequence and traffic control plans for all construction work undertaken simultaneously.
10. Verify that the Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with CITY OF FAYETTEVILLE's activities.
11. Establish and furnish the Contractor with necessary baselines and control points which will be used as datum for the work. Actual construction staking will be done by the Contractor.
12. Provide, through a subcontract, necessary surveying to re-establish streets to preconstruction grade and referencing and re-establishing land surveying movements. In easement areas, mark the easement limits.
13. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.

14. Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to CITY OF FAYETTEVILLE for review and information.
15. Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to BLACK & VEATCH, as appropriate.

B. Meetings, Reports, and Document Review and Maintenance

1. Attend the preconstruction conference, and assist BLACK & VEATCH in explaining administrative procedures which will be followed during construction.
2. Schedule and attend monthly progress meetings, and other meetings with CITY OF FAYETTEVILLE and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project.
3. Submit to BLACK & VEATCH, with a copy to CITY OF FAYETTEVILLE, weekly construction progress reports containing a summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.
4. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with BLACK & VEATCH concerning their acceptability.
5. Report to BLACK & VEATCH regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise BLACK & VEATCH whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
6. Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward them with recommendations to BLACK & VEATCH, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.
7. Record date of receipt of shop drawings and samples. Receive samples which are furnished at the site by the Contractor, and notify BLACK & VEATCH of their availability for examination.

8. During the course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to BLACK & VEATCH for his review and forwarding to CITY OF FAYETTEVILLE prior to final acceptance of the work.
9. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.
10. Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements.
11. Maintain the following documents at the jobsite.
 - a. Correspondence files.
 - b. Reports of jobsite conferences, meetings, and discussions among the BLACK & VEATCH, CITY OF FAYETTEVILLE, and Contractor.
 - c. Submittals of shop drawings and samples.
 - d. Reproductions of original construction contract documents.
 - e. Addenda.
 - f. Change orders.
 - g. Field orders.
 - h. Additional drawings issued subsequent to execution of the construction contract documents.
 - i. Progress reports.
 - j. Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

12. Maintain a daily diary or log book of events at the jobsite, including the following information:

- a. Days the Contractor worked on the jobsite.
- b. Contractor and subcontractor personnel on jobsite.
- c. Construction equipment on the jobsite.
- d. Observed delays and causes.
- e. Weather conditions.
- f. Data relative to claims for extras or deductions.
- g. Daily activities.
- h. Observations pertaining to the progress of the work.
- i. Materials received on jobsite.

The diary or log book shall remain the property of BLACK & VEATCH.

D. Assistance in Certification of Substantial Completion

- 1. Before BLACK & VEATCH issues a Certificate of Substantial Completion, submit to the Contractor a list of items observed to require completion or correction.
- 2. Assist BLACK & VEATCH in conducting final inspection in the company of CITY OF FAYETTEVILLE and the Contractor, and prepare a final list of items to be completed or corrected.
- 3. Verify that all items on the final list have been completed or corrected, and make recommendations to BLACK & VEATCH concerning acceptance.

FAYETTEVILLE SPECIFICATIONS LIST

PAYETTEVILLE SPECIFICATIONS LIST				Construction Contract 1 Solids Hdlg	Construction Contract 2 Headworks	Construction Package 3 Wet Weather	No. of sections req'd if a Single Package	No. of duplicate construction contract sections
No. of Sections =				198	193	107	210	185
Discipline	Hybrid							
	Cut File							
C	HS	Table of Contents		Y	Y	Y	Y	1
BIDDING REQUIREMENTS								0
C	HS	20	Invitation to Bid	Y	Y	Y	Y	1
C	HS	100	Instructions to Bidders	Y	Y	Y	Y	1
BID FORMS								0
C	HS	400	Bid Form	Y	Y	Y	Y	1
C	HS	410	Bid Bond (pdf file)	Y	Y	Y	Y	1
C	HS	430	List of Subcontractors	Y	Y	Y	Y	1
C	HS	450	Equipment Questionnaire	Y	Y	Y	Y	1
C	HS	452	Instrumentation Questionnaire	Y	Y	Y	Y	1
OWNER'S FORMS								0
CONTRACT FORMS								0
C	HS	500	Agreement	Y	Y	Y	Y	1
C	HS	510	Performance Bond (pdf)	Y	Y	Y	Y	1
C	HS	520	Payment Bond (pdf)	Y	Y	Y	Y	1
C	HS	540	Assignment of Procurement Contract	Y	N	N	Y	0
C	HS	545	Surety's Agreement to Assignment	Y	N	N	Y	0
C	HS	550	Certificate of Insurance (pdf)	Y	Y	Y	Y	1
C	HS	552	Certificate of Property Insurance (pdf)	Y	Y	Y	Y	1
CONDITIONS OF CONTRACT								0
C	HS	700	Standard General Conditions of the Construction Contract (pdf)	Y	Y	Y	Y	1
C	HS	800	Supplementary Conditions	Y	Y	Y	Y	1
DIVISION 1 - GENERAL REQUIREMENTS								0
C	HS	1015	Project Requirements	Y	Y	Y	Y	1
C	HS	1070	Abbreviations of Terms and Organizations	Y	Y	Y	Y	1
		1200	Project Meetings	Y	Y	Y	Y	1
C	MS	01300A	Submittals (Traditional Work)	Y	Y	Y	Y	1
C	MS	1310	Construction Scheduling	Y	Y	Y	Y	1
C	MS	1320	Construction Progress Documentation	Y	Y	Y	Y	1
C	MS	1380	Construction Photographs	Y	Y	Y	Y	1
C	HS	1400	Quality Control	Y	Y	Y	Y	1
C	HS	1500	Temporary Facilities	Y	Y	Y	Y	1
C	HS	1605	General Equipment Requirements (Traditional work)	Y	Y	Y	Y	1
C	HS	1610	General Equipment Stipulations	Y	Y	Y	Y	1
C	HS	1612	Shipping	Y	Y	Y	Y	1
C	HS	1614	Handling and Storage	Y	Y	Y	Y	1
C	HS	1620	Equipment Schedule	Y	Y	Y	Y	1
C	HS	1630	Pipeline Schedule	Y	Y	Y	Y	1
C	CF	1640	Valve Schedule	Y	Y	Y	Y	1
C	HS	1650	Startup Requirements	Y	Y	Y	Y	1
DIVISION 2 - SITEWORK								0
		(Site Preparation)						0
C	CF	2050	Demolition and Salvage	Y	Y	Y	Y	1
G	CF	2140	Dewatering	Y	Y	Y	Y	1
G	AS	2200	Earthwork	Y	Y	Y	Y	1
G	AS	2202	Trenching and Backfilling	Y	Y	Y	Y	1
G	CF	2250	Geotextiles	N		Y	Y	0
G	CF	2272	Geomembrane Lining	N	N	Y	Y	0
G	AS	2372	Drilled Piers	Y	Y	Y	Y	1
C	AS	2512	Asphaltic Concrete Paving	Y	Y	N	Y	1
C	AS	2514	Portland Cement Concrete Pavement	Y	Y	N	Y	1
C	AS	2522	Concrete Sidewalk, Curb, and Gutter	Y	Y	N	Y	1
C	AS	2605	Sewer Manholes	Y	Y	Y	Y	1
C	MS	2606	Iron Manhole and Vault Covers and Accessories	Y	Y	Y	Y	1
C	MS	2616	Low-Head Concrete Pressure Pipe	Y	Y	Y	Y	1
C	AS	02618P	Concrete Sewer Pipe - Procurement	Y	Y	Y	Y	1
C	MS	2630	Polyvinyl Chloride (PVC) Pressure Pipe	Y	Y	Y	Y	1
C	MS	2675	Cleaning and Disinfection of Water Distribution System	Y	Y	Y	Y	1
C	AS	02702C	Sewer Pipe Installation and Testing	Y	Y	Y	Y	1
C	AS	2704	Pipeline Pressure and Leakage Testing	Y	Y	Y	Y	1
		2762	Inspection of Pipelines	Y	Y	Y	Y	1
C	TGS	2776	Pond and Reservoir Liners	N	N	Y	Y	0
C	AS	2832	Chain Link Fencing	Y	Y	Y	Y	1
C	AS	2930	Seeding and Sodding	Y	Y	Y	Y	1
C	CF	2940	Tree and Scrub Protection and Removal	Y	Y	Y	Y	1
DIVISION 3 - CONCRETE								0
S	CF	3100	Concrete Formwork	Y	Y	Y	Y	1
S	CF	3200	Concrete Reinforcement	Y	Y	Y	Y	1
S	CF	3250	Concrete Accessories	Y	Y	Y	Y	1
S	AS	03300P	Cast-in-Place Concrete - Procurement	Y	Y	Y	Y	1
S	AS	03300C	Cast-in-Place Concrete - Construction	Y	Y	Y	Y	1
S	AS	3600	Grout	Y	Y	Y	Y	1

FAYETTEVILLE SPECIFICATIONS LIST

				Construction Contract 1 Solids Hdlg	Construction Contract 2 Headworks	Construction Package 3 Wet Weather	No. of sections req'd if a Single Package	No. of duplicate construction contract sections
No. of Sections =				198	193	107	210	185
Discipl	Hybrid							
ine	Cut File							
C	MS	11322P	Grit Separation and Classification Equipment - Procurement	N	Y	N	Y	0
MP	TGS	11340	Belt Filter Presses	Y	N	N	Y	0
E	CF	11340a	AFD's for Belt Filter Presses	Y	N	N	Y	0
MP	CF	11341	Gravity Belt Thickener	Y	N	N	Y	0
MB	MS	11350	Packaged Odor Control System	Y	Y	N	Y	1
MB	AS	11351	Odor Control Systems	Y	Y	N	Y	1
MB	MS	11352	Packed Tower Scrubbers	Y	Y	N	Y	1
MB	AS	11356	Odor Control Fans	Y	Y	N	Y	1
MB	AS	11357	Odor Control Dampers and Valves	Y	Y	N	Y	1
C	AS	11515P	Submersible Propeller Mixers - Procurement	Y	Y	N	Y	1
C	CF	11532	In-Line Static Mixer	Y	N	N	Y	0
MP	CF	11717	Polymer Feed System	Y	N	N	Y	0
MP	CF	11727	Liquid Chemical Feed System	Y	Y	N	Y	1
MP	MS	11910P	Engine Generators - Procurement	N	Y	N	Y	0
MP	CF	11911	Engine Generator Accessories	N	Y	N	Y	0
DIVISION 12 - FURNISHINGS								0
DIVISION 13 - SPECIAL CONSTRUCTION								0
MP	MS	13190P	Fiberglass Reinforced Plastic Chemical Storage Tanks - Procurement	Y	Y	N	Y	1
MP	MS	13192P	Steel Chemical Storage Tanks - Procurement	Y	Y	N	Y	1
		13320	Dissolved Oxygen Metering Equipment	N	Y	N	Y	0
		13410	Supervisory Control Equipment	N	Y	N	Y	0
IC	AS	13500	Plant Control System	Y	Y	N	Y	1
IC	AS	13530	Distributed Control system hardware	Y	Y	N	Y	1
IC	AS	13540	Communications	Y	Y	N	Y	1
IC	AS	13550	Software Control Block Descriptions	Y	Y	N	Y	1
IC	AS	13560	Instrumentation General Requirements	Y	Y	N	Y	1
IC	AS	13562	Flow Instruments	Y	Y	Y	Y	1
IC	AS	13563	Pressure and Level Instruments	Y	Y	Y	Y	1
IC	AS	13570	Panels, Consoles, and Appurtenances	Y	Y	Y	Y	1
IC	AS	13580	Uninterruptible Power Supply	Y	Y	N	Y	1
C	CF	13715	Disinfection of Structures and Large Pipelines	Y	Y	N	Y	1
C	TGS	13750	Leakage Testing of Structures	Y	Y	N	Y	1
C	TGS	13755	Cleaning and Disinfection of Structures	Y	Y	N	Y	1
MB	AS	13930	Fire Sprinkler Systems	Y	N	N	Y	0
DIVISION 14 - CONVEYING SYSTEMS								0
MP	MS	14552P	Screw Conveyors - Procurement	Y	N	N	Y	0
MP	MS	14553P	Belt Conveyors - Procurement	Y	N	N	Y	0
C	AS	14621	Chain Hoists	Y	Y	N	Y	1
C	AS	14622	Electric Wire Rope Hoists	Y	Y	N	Y	1
		(General Mechanical)						0
C	AS	15010C	Valve Installation	Y	Y	Y	Y	1
MP	AS	15020C	Miscellaneous Piping and Accessories - Construction	Y	Y	Y	Y	1
MP	AS	15060P	Miscellaneous Piping and Pipe Assembly - Procurement	Y	Y	Y	Y	1
C	AS	15061	Ductile Iron Pipe	Y	Y	Y	Y	1
C	AS	15062	Steel Pipe	Y	Y	N	Y	1
C	AS	15063	Light Wall Steel Pipe	Y	Y	N	Y	1
C	MS	15064P	Stainless Steel Pipe, Tubing, and Accessories - Procurement	Y	Y	N	Y	1
MP	MS	15065P	Miscellaneous Steel Pipe, Tubing, and Accessories - Procurement	Y	Y	N	Y	1
MB	AS	15066	Fiberglass Reinforced Plastic Pipe (Exhaust Air Service)	Y	Y	N	Y	1
MP	MS	15067P	Miscellaneous Plastic Pipe, Tubing, and Accessories - Procurement	Y	Y	Y	Y	1
MP	MS	15069P	Cast Iron Soil Pipe and Accessories - Procurement	Y	Y	N	Y	1
MP	MS	15070P	Copper Tubing and Accessories - Procurement	Y	Y	N	Y	1
MP	AS	15090P	Angle Valves - Procurement	Y	Y	N	Y	1
MP	AS	15091P	Miscellaneous Ball Valves - Procurement	Y	Y	N	Y	1
MP	AS	15092P	Industrial Butterfly Valves - Procurement	Y	Y	N	Y	1
MP	AS	15093P	Check Valves - Procurement	Y	Y	Y	Y	1
MB	AS	15094P	Backflow Preventers - Procurement	Y	Y	N	Y	1
MP	AS	15095P	Solenoid Valves - Procurement	Y	Y	N	Y	1
MP	AS	15096P	Globe Valves - Procurement	Y	Y	N	Y	1
MP	AS	15098P	Plug Valves - Procurement	Y	Y	Y	Y	1
MB	AS	15099P	Pressure Reducing Valves - Procurement	Y	Y	N	Y	1
MB	AS	15100P	Miscellaneous Valves - Procurement	Y	Y	N	Y	1
C	AS	15101P	AWWA Butterfly Valves - Procurement	Y	Y	N	Y	1
C	AS	15102P	Eccentric Plug Valves - Procurement	Y	Y	Y	Y	1
C	MS	15103P	AWWA Ball Valves - Procurement	Y	Y	N	Y	1
C	CF	1510	Knife Gate Valve	Y	Y	N	Y	1
C	AS	15111C	Gate Installation	Y	Y	Y	Y	1
C	AS	15112P	Sluice Gates - Procurement	Y	Y	Y	Y	1
C	AS	15114P	Slide Gates - Procurement	Y	Y	N	Y	1
C	AS	15140	Pipe Supports	Y	Y	Y	Y	1
C	AS	15180P	Valve and Gate Actuators - Procurement	Y	Y	Y	Y	1
MB	AS	15250	Mechanical Insulation	Y	Y	N	Y	1

FAYETTEVILLE SPECIFICATIONS LIST		No. of Sections =		Hybrid		Discipline	
Construction	Contract 1	Solids Hdlig	198				
Construction	Contract 2	Headworks	193				
Construction	Package 3	Wet Weather	107				
No. of sections req'd if a Single Package	210						
No. of duplicate contract sections	185						
MB	MS	15400	Plumbing				
MB	MS	15491	High Pressure Wash Systems				
MB	TGS	15492	Water Seal System				
MB	MS	15495	Automatic Strainers				
MB	AS	15500	Heating, Ventilating, and Air Conditioning				
MB	AS	15990	Testing, Adjusting, and Balancing				
DIVISION 16 - ELECTRICAL							
E	AS	16050	Electrical				
E	AS	16100C	Electrical Equipment Installation				
E	MS	16150P	Adjustable Frequency Drives - Procurement				
E	CF	16155	Medium-Voltage Adjustable Frequency Drives				
E	AS	16480P	600 Volt Class Motor Control Centers - Procurement				
E	AS	16491P	Bypass Isolation Automatic Transfer Switch - Procurement				
C	CF	16640	Cathodic Protection				
E	AS	16670	Lightning Protection Systems				
E	HS	16721	Fire Detection and Alarm Systems				

FAYETTEVILLE SPECIFICATIONS LIST		No. of Sections =		Hybrid		Discipline	
Construction	Contract 1	Solids Hdlig	198				
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No. of sections req'd if a Single Package	210						
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MB	MS	15400	Plumbing				
MB	MS	15491	High Pressure Wash Systems				
MB	TGS	15492	Water Seal System				
MB	MS	15495	Automatic Strainers				
MB	AS	15500	Heating, Ventilating, and Air Conditioning				
MB	AS	15990	Testing, Adjusting, and Balancing				
DIVISION 16 - ELECTRICAL							
E	AS	16050	Electrical				
E	AS	16100C	Electrical Equipment Installation				
E	MS	16150P	Adjustable Frequency Drives - Procurement				
E	CF	16155	Medium-Voltage Adjustable Frequency Drives				
E	AS	16480P	600 Volt Class Motor Control Centers - Procurement				
E	AS	16491P	Bypass Isolation Automatic Transfer Switch - Procurement				
C	CF	16640	Cathodic Protection				
E	AS	16670	Lightning Protection Systems				
E	HS	16721	Fire Detection and Alarm Systems				

CITY OF FAYETTEVILLE
NOLAND WWTP IMPROVEMENTS PROJECT - PHASE I

SHEET LIST

Sheet No. Dwg. No. Discipline Title

				No. of Drawings	Construction Contract 1 Solids Hdig	Construction Contract 2 Headworks	Construction Contract 3 Wet Weather	No. of Drawings	No. duplicate drawings
GENERAL				123	188	23		234	66
								Using Dwg?	
1	G1	Civil / General	General - Cover sheet / Project Location Map		Y	Y	Y	TRUE	1
2	G2	Civil / General	General - Sheet List		Y	Y	Y	TRUE	1
3	G3	Civil / General	General - Legend and General Notes		Y	Y	Y	TRUE	1
4	G4	Civil / General	General - Abbreviations and Designations		Y	Y	Y	TRUE	1
5	G5	Civil / General	General - Structural Design Parameters		Y	Y	Y	TRUE	1
6	G6	Civil / General	General - Process Design Parameters		Y	Y	Y	TRUE	1
7	G7	Civil / General	General - Hydraulic Profiles (Liq & Wet Weather)		Y	Y	Y	TRUE	1
8	G8	Civil / General	General - Schematics - Liquid and Wet Weather		Y	Y	Y	TRUE	1
9	G9	Civil / General	General - Solids Schematic	Civil does drafting	Y	Y		TRUE	1
10	G10	P&IDs	P&IDs - Legend and Abbreviations		Y	Y	Y	TRUE	1
11	G11	P&IDs	P&IDs - Legend and Abbreviations		Y	Y	Y	TRUE	1
12	G12	P&IDs	P&IDs - Chemical Feed Schematics - GBTs and BFP - Polymer Feed	Chemical group polymer feed systems	Y			TRUE	0
13	G13	P&IDs	P&IDs - Ferric feed	Chemical group		Y	Y	TRUE	1
14	G14	P&IDs	P&IDs - Alum Feed System	Chemical group	Y			TRUE	0
15	G15	P&IDs	P&IDs - Odor Control System A Cause	Chemical group		Y	Y	TRUE	1
16	G16	P&IDs	P&IDs - Odor Control System A Sodium Hypochlor.	Chemical group		Y	Y	TRUE	1
17	G17	P&IDs	P&IDs - Odor Control System B Cause	Chemical group	Y			TRUE	0
18	G18	P&IDs	P&IDs - Odor Control System B Sodium Hypochlor.	Chemical group	Y			TRUE	0
19	G19	P&IDs	General - Chemical Feed Details	Chemical group	Y	Y	Y	TRUE	1
20	G20	P&IDs	General - Chemical Feed Schematics - WW Ferric / and plant alum feed	Chemical group wet weather ferric chloride for odor / alum feed to sludge		Y	Y	TRUE	1
21	G21	P&IDs	P&ID - Influent PS	Civil		Y	Y	TRUE	1
22	G22	P&IDs	P&ID - Effluent PS	Civil		Y	Y	TRUE	1
23	G23	P&IDs	P&ID - Aeration Basin	Civil		Y	Y	TRUE	1
24	G24	P&IDs	P&ID - Secondary Sludge PS	Civil	Y			TRUE	0
25	G25	P&IDs	P&ID - Sludge and Scum Tank and Pumping	Civil	Y			TRUE	0
26	G26	P&IDs	P&ID - Miscellaneous	Civil			Y	TRUE	0
27	G27	P&IDs	P&ID - Belt Filter Press	Civil	Y			TRUE	0
28	G28	P&IDs	P&ID - Polymer System	Civil	Y			TRUE	0
29	G29	P&IDs	P&ID - Sludge Conveyance	Civil	Y			TRUE	0
30	G30	P&IDs	P&ID - Gravity Belt Thickeners	Civil	Y			TRUE	0
31	G31	P&IDs	P&ID - Grit Separation	Civil	Y			TRUE	0
32	G32	Mech	General - Non-Potable Water schematics	need NPW for screen building / grit removal / pumps for grit removal	Y	Y		TRUE	1
33	G33	Mech	P&ID - Engine generator			Y		TRUE	0
34	G34	Civil / Site	Civil - Site Plan 1"=100'	Legend for other site plans / geotech borings	Y		Y	TRUE	1
35	G35	Civil / Site	Civil - Site Plan Demolition 1"=20'	vacation / gravity thickener / influent channel / aerobic digestion	Y	Y		TRUE	1
36	G36	Civil / Site	Civil - Site Plan 1"=20'	One of six sheets to cover area where construction to occur. Show new flow control structure no. 1 location and piping connections. New influent pipe routing to screen building. Backflow preventer and water service line relocation. Possible new dewatering building location also piping to it.		Y		TRUE	0
37	G37	Civil / Site	Civil - Site Plan 1"=20'	One of six sheets to cover area where construction to occur. Possible location of new solids dewatering building.	Y			TRUE	0
38	G38	Civil / Site	Civil - Site Plan 1"=20'	One of six sheets to cover area where construction to occur. New screen building, grit removal, access drives, flow control structure no. 2, new influent pump station no. 2 and piping changes for grit filter backwash and primary sludge.		Y		TRUE	0
39	G39	Civil / Site	Civil - Site Plan 1"=20'	One of six sheets to cover area where construction to occur		Y		TRUE	0
40	G40	Civil / Site	Civil - Site Plan 1"=20'	One of six sheets to cover area where construction to occur		Y		TRUE	1
41	G41	Civil / Site	Civil - Site Plan 1"=20'	One of six sheets to cover area where construction to occur	Y		Y	TRUE	0
42	G42	Civil / Site	Civil - Site Plan 1"=60'	Primary Pond area - show limits of concrete liner, piping for water cannons		Y		TRUE	0
43	G43	Civil/Struct	Sitework - Sections and Details	Primary Pond concrete liner details, water cannon details. To be based on Lawrence Kir or Tulsa OK water pressure system		Y	Y	TRUE	1
44	G44	Civil	Sitework - Stormwater pump station - plans, sections	new stormwater pump station east of south operations building		Y		TRUE	0
45	G45	Civil	Sitework - Stormwater pump station - sections and details			Y		TRUE	0
46	G46	Civil/Struct	Sitework - Flow Control Structure No. 1 - plan sections details			Y		TRUE	0
47	G47	Civil/Struct	Sitework - Flow Control Structure No. 2 - plan sections details			Y		TRUE	0
48	G48	Civil/Struct	Sitework - Flow Control Structure No. 3 - plan sections details			Y		TRUE	0
49	G49	Civil	Sitework - paving, yard structures, manholes			Y	Y	TRUE	1
50	G50	Civil	Sitework - misc sections and details			Y		TRUE	0
51	A1	Arch	General - Architectural - RUD/W/L Schedules		Y	Y		TRUE	1
52	A2	Arch	General - Architectural - Door Details		Y	Y		TRUE	1
53	A3	Arch	General - Architectural - Window Details		Y	Y		TRUE	1
54	A4	Arch	General - Architectural - Louver Details		Y	Y		TRUE	1
55	A5	Arch	General - Architectural - Roofing Details		Y	Y		TRUE	1
56	A6	Arch	General - Architectural - Roofing Details		Y	Y		TRUE	1
57	A7	Arch	General - Architectural - Stair Details		Y	Y		TRUE	1
58	A8	Arch	General - Architectural - Misc. Details		Y	Y		TRUE	1
59	A9	Arch	South Operations Building - Room Floor Plan	demolition of equipment / new gravity bed thickener room and equip / new pumps. Window replacement on south and east walls as well	N	Y		TRUE	0
60	A10	Arch	South Operations Building - Wall Sections		N	Y		TRUE	0
61	A11	Arch	South Operations Building - Building Plan		N	Y		TRUE	0
62	A12	Arch	South Operations Building - Building Elevations		N	Y		TRUE	0
63	C1	Civil	Demolition Plan 1/8" = 1'	show removal of DAFs, BFP, BFP conveyor / relocate grit classifier and screens	Y	N		TRUE	0
64	C2	Civil	Basement plan - 1/4" = 1'-0"	show area beneath GBTs for new pumps for GBTs and BFP feed. Also show new WAS pumps if required.	Y	N		TRUE	0
65	C3	Civil/Struct	South Operations Building - Operating Floor plan 1/4"	new room to house GBTs and polymer feed systems	Y	N		TRUE	0
66	C4	Civil/Struct	South Operations Building - Sections and Details		Y			TRUE	0
67	C5	Civil	South Operations Building - Sections and Details		Y			TRUE	0
68	A	Arch	Screen Building - Building Elevations	new building approximately 40 x 95' single story with 6' deep channels to house trash racks, rotary fine screens and grit washers and dumpster for screenings and grit.		Y		TRUE	0
69	A	Arch	Screen Building - Floor Plan			Y		TRUE	0
70	A	Arch	Screen Building - Roof Plan			Y		TRUE	0
71	A	Arch	Screen Building - Wall Sections			Y		TRUE	0
72	C	Civil/Struct	Screen Building - Operating Floor Plan 1/4" = 1'-0"			Y		TRUE	0
73	C	Civil/Struct	Screen Building - Sections and Details			Y		TRUE	0
74	C	Civil/Struct	Screen Building - Sections and Details			Y		TRUE	0
75	C	Civil/Struct	Influent Channel and Flow Measurement - Plans	new facilities		Y		TRUE	0
76	C	Civil/Struct	Influent Channel and Flow Measurement - Sections and Details			Y		TRUE	0
77	A	Arch	Grit Removal Facilities - Building Elevations	Based on Markato MN Grit removal building and system. 2-18' diameter vortex grit removal building		Y		TRUE	0
78	A	Arch	Grit Removal Facilities - Floor Plan & Roof Plan	approximately 45' x 50' feet, with basement, operating floor at grade and roof		Y		TRUE	0
79	A	Arch	Grit Removal Facilities - Wall Sections			Y		TRUE	0
80	CS	Civil/Struct	Grit Removal Facilities - Basement Plan	Show basement with pumps		Y		TRUE	0
81	CS	Civil/Struct	Grit Removal Facilities - Intermediate Plan	Show grit basins at channel depth		Y		TRUE	0
82	CS	Civil/Struct	Grit Removal Facilities - Top Plan	show top of basins and grade floor		Y		TRUE	0
83	S	Struct	Grit Removal Facilities - Roof Plan	Structural roof plan		Y		TRUE	0
84	CS	Civil/Struct	Grit Removal Facilities - Sections and Details			Y		TRUE	0
85	CS	Civil/Struct	Grit Removal Facilities - Sections and Details			Y		TRUE	0

SHEET LIST
CITY OF FAYETTEVILLE
NOLAND WWTP IMPROVEMENTS PROJECT = PHASE I
Sheet No. Discipline Title

Construction Contract 1	Construction Contract 2	Construction Contract 3	No. of Drawings	
			No. of Drawings	No. duplicate drawings

86	CS	Civil/Struct	Influent Pump Station No. 1 - Plans 1/4"=1'-0"	Existing structure that needs a cover and odor control of wetwell, piping modifications at wetwell also required. Use 1984 drawings to generate background. Manually drafted drawings. Structural plan for cover over wetwell and show piping and pumps	Structural and civil details and section	Y		TRUE	0
87	CS	Civil/Struct	Influent Pump Station No. 1 - Sections and Details		Structural and civil details and section	Y		TRUE	0
88	CS	Civil/Struct	Influent Pump Station No. 1 - Sections and Details		Structural and civil details and section	Y		TRUE	0
89	A	Arch	Influent Pump Station No. 2 Electrical Building - Elevations	PS with three submersible pumps will be approximately 17' x 23' by 25' deep. Electrical room will be separate structure		Y		TRUE	0
90	A	Arch	Influent Pump Station No. 2 Electrical Building - Floor and Roof Plans			Y		TRUE	0
91	A	Arch	Influent Pump Station No. 2 Electrical Building - Wall Sections			Y		TRUE	0
92	CS	Civil/Struct	Influent Pump Station No. 2 Plans	PS foundation and top floor plans / Floor and roof plan for MCC room		Y		TRUE	0
93	CS	Civil/Struct	Influent Pump Station No. 2 - Sections and Details			Y		TRUE	0
94	CS	Civil/Struct	Influent Pump Station No. 2 - Sections and Details			Y		TRUE	0
95	A	Arch	Engine Generator Building - Building Elevations	For standby power for PS No. 2		Y		TRUE	0
96	A	Arch	Engine Generator Building - Roof and Floor Plan			Y		TRUE	0
97	A	Arch	Engine Generator Building - Wall Sections			Y		TRUE	0
98	S	Struct	Engine Generator Building - Plans, Sections, Details			Y		TRUE	0
99	CS	Civil/Struct	Primary Clarifier Splitter Structure - Plan, sections, details	Use existing 1984 drawings as background to show slide gate changes		Y	Y	TRUE	1
100	CS	Civil/Struct	Aeration Basins - Plan 1/16" = 1'-0"	STRUCTURAL AND EXPANSION JOINT REPAIRS, pump replacements. Can use existing drawings to develop background for plan. Show Crack locations and pump locations (see 1984 drawings)		Y		TRUE	0
101	CS	Civil/Struct	Aeration Basins - Enlarged plan (pumps), sections, details			Y		TRUE	0
102	CS	Civil/Struct	Effluent Filters - Plan 1/8" = 1'-0"	Alarm Pump replacement, new containment for hypochlorite tanks. Structural repair on butterfly valves in effluent channels. Filter backwash return piping. Can use existing drawings to develop background for plan		Y		TRUE	0
103	CS	Civil/Struct	Effluent Filters - Plan Basement			Y		TRUE	0
104	CS	Civil/Struct	Effluent Filters - Sections & Details			Y		TRUE	0
105	C	Civil	Effluent Pump Station - Plan, Sections, Details	Can use existing drawings to develop background for plan. Change out pumps for high pressure pump station water cannons.		Y		TRUE	0
106								FALSE	
107	C	Civil/Struct	Sudge and Scum Holding Tank - Plans, sections and details.	ADD CONCRETE COVER, MIXING EQUIPMENT. Generate new drawing using old drawing for reference		Y		TRUE	0
108	C	Civil	Aerobic Digester No. 2 - Plan, Sections, Details	Show modifications for becoming a holding tanks. Generate modifications to receive and discharge sludge. Piping new drawings using old drawing for reference		Y		TRUE	0
109	C	Civil	Digested Sludge Pump Station - Plan, Sections, Details	Possibly use to house new belt filter press feed pumps		Y		TRUE	0
110	A	Arch	Solids Dewatering Building - Building Elevations	A two story - 60' x 90' to house belt filter presses, chemical feed, odor control equipment, and a truck drive through bay for sludge loading.		Y		TRUE	0
111	A	Arch	Solids Dewatering Building - First Floor Plan			Y		TRUE	0
112	A	Arch	Solids Dewatering Building - Second Floor Plan			Y		TRUE	0
113	A	Arch	Solids Dewatering Building - Roof Plan			Y		TRUE	0
114	A	Arch	Solids Dewatering Building - Enlarged Plans and Restroom Details			Y		TRUE	0
115	A	Arch	Solids Dewatering Building - Wall sections			Y		TRUE	0
116	A	Arch	Solids Dewatering Building - Wall sections			Y		TRUE	0
117	A	Arch	Solids Dewatering Building - Wall sections			Y		TRUE	0
118	S	Civil/Struct	Solids Dewatering Building - Plan - Lower Level			Y		TRUE	0
119	S	Civil/Struct	Solids Dewatering Building - Plan - Upper Level			Y		TRUE	0
120	S	Civil/Struct	Solids Dewatering Building - Plan - Roof			Y		TRUE	0
121	S	Civil/Struct	Solids Dewatering Building - Sections and Details			Y		TRUE	0
122	S	Civil/Struct	Solids Dewatering Building - Sections and Details			Y		TRUE	0
123	S	Civil/Struct	Solids Dewatering Building - Sections and Details			Y		TRUE	0
124	S	Civil/Struct	Solids Dewatering Building - Sections and Details			Y		TRUE	0
125	C	Civil	Solids Dewatering Building - Sections and Details			Y		TRUE	0
126	C	Civil	Solids Dewatering Building - Sections and Details			Y		TRUE	0
126	C	Civil	Solids Dewatering Building - Sections and Details			Y		TRUE	0
127	C	Civil	Solids Dewatering Building - Sections and Details			Y		TRUE	0
128	C	Civil	Solids Dewatering Building - Sections and Details			Y		TRUE	0
128	S	Struct	Concrete Joint Details			Y		TRUE	1
130	S	Struct	Concrete Reinf Details			Y		TRUE	1
131	S	Struct	Masonry Wall Reinf Details			Y		TRUE	1
132	S	Struct	Masonry Lintel and Jamb Details			Y		TRUE	1
133			ROOF REPLACEMENT DRAWINGS					FALSE	
134	A	Arch	South Operations Building Roof			Y		TRUE	0
135	A	Arch	Primary Influent Pumping Station and Engine-generator building roof plans			Y		TRUE	0
136	A	Arch	Digested sludge pumping station and blower building pump stations roof plans			Y		TRUE	0
137	A	Arch	Effluent filter building and maintenance building roof plans			Y		TRUE	0
138	A	Arch	chlorination building and aeration basin electrical room roof plans.			Y		TRUE	0
139	M1	Mech	Legend and Abbrev			Y		TRUE	1
140	M2	Mech	Plumbing - South Operations Building, Operating Floor Plan			Y		TRUE	1
141	M3	Mech	Plumbing - Screen Building					TRUE	0
142	M4	Mech	Plumbing - Grit Removal Facilities			Y		TRUE	0
143	M5	Mech	Plumbing - Influent PS No. 2 Electrical Building / Standby Power Building			Y		TRUE	0
144	M6	Mech	Plumbing - Effluent Filters, basement floor			Y		TRUE	0
145	M7	Mech	Plumbing - Effluent Filters, operating floor			Y		TRUE	0
146	M8	Mech	Plumbing - Solids Dewatering Building Lower level			Y		TRUE	0
147	M9	Mech	Plumbing - Solids Dewatering Building Upper level			Y		TRUE	0
148	M10	Mech	Plumbing - Schematics and Details			Y		TRUE	1
149	M11	Mech	Plumbing - Schedules			Y		TRUE	1
150	M12	Mech	HVAC - South Operations Building, Operating Floor Plan			Y		TRUE	1
151	M13	Mech	HVAC & OC - Screen Building			Y		TRUE	0
152	M14	Mech	HVAC & OC - Grit Removal Building			Y		TRUE	0
153	M15	Mech	HVAC & OC - Influent Pump Stations 1 and 2 Partial Plans			Y		TRUE	0
154	M16	Mech	HVAC - Influent PS No. 2 electrical building and standby power			Y		TRUE	0
156	M17	Mech	HVAC & OC - Solids Dewatering Building Lower Level			Y		TRUE	0
156	M18	Mech	HVAC & OC - Solids Dewatering Building Upper Level			Y		TRUE	0
157	M19	Mech	HVAC - Schedules			Y		TRUE	1
158	M20	Mech	HVAC - Sequence of Operation			Y		TRUE	1
159	M21	Mech	Details			Y		TRUE	1
160	M22	Mech	Details			Y		TRUE	1
161	M23	Mech	Details			Y		TRUE	1
162	M24	Mech	Engine generator plan and sections.			Y		TRUE	0
163	E1	Elect	Legend and Abbreviations			Y		TRUE	1
164	E2	Elect	Partial Site Plan			Y		TRUE	1
165	E3	Elect	Partial Site Plan			Y		TRUE	1
166	E4	Elect	Partial Site Plan			Y		TRUE	1
167	E5	Elect	Duct Banks Sections and Schedule			Y		TRUE	1
168	E6	Elect	Power Distribution and Functional Diagram Demolition			Y		TRUE	1
169	E7	Elect	MCC One-Line-Demolition			Y		TRUE	0
170	E8	Elect	MCC One-Line-Demolition			Y		TRUE	0

CITY OF FAYETTEVILLE
NOLAND WWTP IMPROVEMENTS PROJECT - PHASE I

SHEET LIST

Sheet No. Dwg. No. Discipline Title

				No. of Drawings	Construction Contract 1 Solids Hdq.	Construction Contract 2 Headworks	Construction Contract 3 Wet Weather	No. of Drawings	No. duplicate drawings
171	E9	Elect	Power Distribution Functional Diagram		120	✓	23	TRUE	0
172	E10	Elect	Unit Substation One-Lines			✓		TRUE	0
173	E11	Elect	South Operations Building MCC One-Lines		Y	✓		TRUE	1
174	E12	Elect	South Operations Building MCC One-Lines		Y	Y		TRUE	1
175	E13	Elect	Screenings/Grit MCC One-Lines			Y		TRUE	0
176	E14	Elect	Screenings/Grit MCC One-Lines			Y		TRUE	0
177	E15	Elect	Existing Pump Station No. 1 MCC One-Lines			Y		TRUE	0
178	E16	Elect	New Pump Station No. 2 MCC One-Lines			Y		TRUE	0
179	E17	Elect	Effluent Pump Station MCC and Aer. Basin MCC One Line Modifications		Y			TRUE	0
180	E18	Elect	Solids Dewatering Building MCC One-Lines		Y			TRUE	0
181	E19	Elect	Solids Dewatering Building MCC One-Lines			Y		TRUE	0
182	E20	Elect	Schematics		Y			TRUE	0
183	E21	Elect	Schematics			Y		TRUE	0
184	E22	Elect	Schematics		Y	Y		TRUE	1
185	E23	Elect	HVAC Schematics/ One-Lines		Y			TRUE	0
186	E24	Elect	Chemical Feed One-Lines		Y	Y		TRUE	1
187	E25	Elect	Odor Control System One-Lines			Y		TRUE	0
188	E26	Elect	Miscellaneous 120 volt one-lines		Y			TRUE	0
189	E27	Elect	Control One lines			Y		TRUE	0
190	E28	Elect	Control One lines			Y		TRUE	0
191	E29	Elect	Control One lines		Y			TRUE	0
192	E30	Elect	South Operations Building Operating Floor Power and Lighting Plan			Y		TRUE	0
193	E31	Elect	South Operations Building Basement Power Plan			Y		TRUE	0
194	E32	Elect	Screenings Building Power Plan			Y		TRUE	0
195	E33	Elect	Screenings Building Lighting Plan			Y		TRUE	0
196	E34	Elect	Grit Removal Building Power and Lighting Plan			Y		TRUE	0
197	E35	Elect	Existing Pump Station No. 1 / Pump Station Odor Control Power Plan		Y			TRUE	0
198	E36	Elect	Influent PS No. 2 / Standby Generator Power Plan		Y			TRUE	0
199	E37	Elect	Influent PS No. 2 / Standby Generator Lighting Plan		Y			TRUE	0
200	E38	Elect	Aeration Basin Power Plan		Y			TRUE	0
201	E39	Elect	Effluent Pump Station and Sludge Gates Power Plan		Y			TRUE	0
202	E40	Elect	Solids Dewatering Building Lower Level Power and Lighting Plan		Y			TRUE	0
203	E41	Elect	Solids Dewatering Building Upper Level Power and Lighting Plan		Y			TRUE	0
204	E42	Elect	Misc Plans (Stormwater PS, Influent Channel Flow Metering)		Y			TRUE	0
205	E43	Elect	Misc Plans (Effluent Filters)		Y			TRUE	0
206	E44	Elect	Misc Plans (Sludge & Scum Holding Tank, Digester Sludge PS Odor Control Systems)		Y			TRUE	0
207	E45	Elect	Misc. Power and Lighting Plans		Y			TRUE	0
208	E46	Elect	Lighting Panelboard and Fixture Schedules		Y	Y		TRUE	1
209	E47	Elect	Site Details		Y	Y		TRUE	1
210	E48	Elect	Misc Details		Y	Y		TRUE	1
211	I1	I&C	Instrumentation - Control System Block Diagram		Y	Y		TRUE	1
212	I2	I&C	Instrumentation - Instrument Device Schedule		Y	Y		TRUE	1
213	I3	I&C	Instrumentation - Instrument Device Schedule		Y	Y		TRUE	1
214	I4	I&C	Instrumentation - Instrument Device Schedule			Y		TRUE	0
215	I5	I&C	Instrumentation - Instrument Device Schedule			Y		TRUE	0
216	I6	I&C	Instrumentation - Instrument Device Schedule			Y		TRUE	0
217	I7	I&C	Instrumentation - Instrument Device Schedule			Y		TRUE	0
218	I8	I&C	Instrumentation - Instrument Device Schedule			Y		TRUE	0
219	I9	I&C	Instrumentation - Instrument Device Schedule			Y		TRUE	0
220	I10	I&C	Instrumentation - Instrument Device Schedule			Y		TRUE	0
221	I11	I&C	Instrumentation - Instrument Device Schedule			Y		TRUE	0
222	I12	I&C	Instrumentation - Instrument Device Schedule			Y		TRUE	0
223	I13	I&C	Instrumentation - RTU Input/Output Listing		Y			TRUE	0
224	I14	I&C	Instrumentation - RTU Input/Output Listing		Y			TRUE	0
225	I15	I&C	Instrumentation - RTU Input/Output Listing		Y			TRUE	0
226	I16	I&C	Instrumentation - RTU Input/Output Listing		Y			TRUE	0
227	I17	I&C	Instrumentation - RTU Input/Output Listing		Y			TRUE	0
228	I18	I&C	Instrumentation - RTU Input/Output Listing		Y			TRUE	0
229	I19	I&C	Instrumentation - RTU Input/Output Listing			Y		TRUE	0
230	I20	I&C	Instrumentation - RTU Input/Output Listing			Y		TRUE	0
231	I21	I&C	Instrumentation - RTU Input/Output Listing			Y		TRUE	0
232	I22	I&C	Instrumentation - RTU Input/Output Listing			Y		TRUE	0
233	I23	I&C	Instrumentation - RTU Input/Output Listing			Y		TRUE	0
234	I24	I&C	Instrumentation - RTU Input/Output Listing			Y		TRUE	0
235	I25	I&C	Instrumentation - Instrument Installation Details		Y	Y		TRUE	1
236	I26	I&C	Instrumentation - Enclosure Details		Y	Y		TRUE	1
237									0
238									0
239			REFERENCE DRAWINGS FOR OLD PROJECTS						0
240			vacuators					TRUE	0
241			gravity thickeners					TRUE	0
242			influent channel drawings					TRUE	0
243			stormwater pump station					TRUE	0
244			south operations building					TRUE	0
Civil				14			1	Civil	1
Civil / General				9			9	Civil / General	
Civil / Site				9			3	Civil / Site	
P&IDs				22			10	P&IDs	
Mech				26			11	Mech	1
Arch				38			6	Arch	1
Chem				0			0	Chem	1
Struct				6			4	Struct	1
Civil/Struct				36			2	Civil/Struct	1
Elect				48			13	Elect	1
I&C				26			5	I&C	1
				234			66	Total Duplicate	1

BURNS AND McDONNELL
Program Management and Value Engineering Services

- 1. CONSULTANT OVERVIEW SHEET**
- 2. PRE-DESIGN PHASE DELIVERABLES SUMMARY**
- 3. PROFESSIONAL SERVICES AGREEMENT**

WASTEWATER SYSTEM IMPROVEMENT PROJECT FAYETTEVILLE, ARKANSAS

PROJECT TITLE: Program Management and Value Engineering Services

CONSULTANT: Jerry L. Sonderegger, P.E.
Burns & McDonnell Engineering Co., Inc.
9400 Ward Parkway, Kansas City, Missouri 64114
Ph: (816) 822-3941
Fax: (816) 822-3414
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SUB-CONTRACTOR: Value Engineering
Robinson, Stafford & Rude, Inc., of Kansas City, Missouri.

COMPANY BACKGROUND: Burns & McDonnell was founded 105 years ago in Kansas City, Missouri, which continues to serve as the firm's world headquarters. There are approximately 1,700 employee-owners in 18 regional centers, including more than 1,000 in Kansas City. Burns & McDonnell provides complete professional engineering, consulting, and program management services to clients around the world in the fields of energy, infrastructure, transportation, environmental, and aviation. Burns & McDonnell consistently ranks in the top 10 percent of *Engineering News-Record* magazine's list of the top 500 U.S. engineering firms. Burns & McDonnell is currently providing similar program management services to municipal clients in the cities of Philadelphia, Cincinnati, and Kansas City. Additionally, Burns & McDonnell's nominated project manager has provided program management services for over a decade to clients in the United States, Egypt, and Mexico, as well as previous assignments in Fayetteville.

PROJECT DESCRIPTION: Program Management services will be provided throughout the design and bidding phases of the project, an aggregation of some 17 separate design and construction projects expected to be completed by mid-2006. As Program Manager, Burns & McDonnell is responsible for program assistance including planning, reporting, and advising the City in contract and program administration throughout the design of a new wastewater treatment plant, rehabilitation of the City's existing treatment facility, and major improvements and extensions of the sewage collection systems. Acting essentially as an extension of the City's staff, Burns & McDonnell is responsible for overall program change control, recommending courses of action by the City, program scheduling, estimating, site management, contract administration, and bidding services. Throughout the previous pre-design phase and the current design and bidding phase, Burns & McDonnell has and will work with the City, design consultants, and other public entities with the goal of providing efficient and timely execution of the work consistent with the City's budget, schedule, quality and performance expectations, and coordination of all design projects to provide consistent functionality and features across all projects.

SCOPE OF SERVICES TO BE PROVIDED: Among the specific services to be provided to the City of Fayetteville by Burns & McDonnell are:

- Recommendations to the City for construction packaging and sequence of bidding and construction and periodic review of the designs.

- Deliverables and bidding documents being prepared by the four design consultants.
- Making recommendations for actions by the City, confirming that the consultants' progress is in accordance with the accepted program schedule
- Conducting six Value Engineering Workshops covering the treatment plants, pumping stations, and collection system improvements.
- Monitoring consultants' compliance with the terms and conditions of the respective design agreements and reporting findings to the City.
- Reviewing and recommending for approval pay applications submitted by consultants.
- Leading monthly progress meetings among all designers and reporting progress to the City.
- Establishing minimum design standards to be incorporated into the designs of the facilities.
- Preparation of a standardized Professional Services Agreement to be used by the City in obtaining engineering services.
- Preparation of standard specifications for use by the design consultants.
- Facilitation of environmental permit applications and filing by the design consultants and integrate the process into the overall schedule for the design and construction of the project.
- Liaison with the Arkansas Soil and Water Conservation Commission, assisting in negotiation of design phase and bidding phase agreements with the consultants.
- Design, establishment, and maintenance of a program web site used to inform and educate the Citizens of Fayetteville on the Wastewater System Improvement Project.

The services are dependent on the schedules of the design consultants, but will span the entire length of the design and bidding periods of the Wastewater System Improvement Project.

Based on preliminary schedules of the design consultants, it is expected the services will continue for approximately 26 months after the authorization to proceed.

CONSULTING SERVICES NOT IN CURRENT SCOPE: No design services are contemplated to be provided by Burns & McDonnell. The Agreement under consideration is only for Professional Program Management Services during the design and bidding phases of the project. Construction phase or post-construction phase services are not included. Among services not included in the Agreement are services due to litigation, professional representation in court, and other items that are specifically excluded, but which could be provided under a separately negotiated agreement.

CONSTRUCTION COST ESTIMATE FOR THIS PORTION OF THE PROJECT:
\$ N/A.

CONSULTANT SERVICES CONTRACT AMOUNT FOR THE LISTED SCOPE OF SERVICES: \$ 2,685,366.00.

SUMMARY OF CONTRACT DELIVERABLES

FAYETTEVILLE ARKANSAS

WASTEWATER SYSTEM IMPROVEMENT PROJECT

Burns & McDonnell Program Management Team

Reference: Professional Services Agreement between Burns & McDonnell and City of Fayetteville dated May 7, 2002

(Burns & McDonnell Project Number 30711
City Contract #840, Resolution #79-02, PO # 02-002020-001)

Purpose: Review of Pre-Design Phase Agreement, SECTION 1-SCOPE OF SERVICES

The following document is compiled to assist the City of Fayetteville in verification of the status of Burns & McDonnell deliverables required by the Pre-Design Phase Agreement. The individual tasks of Section 1 of the Agreement are reproduced by number and the Burns & McDonnell response follows.

1.1.1 Perform Program Management services in connection with Pre-Design Phase Projects as hereinafter stated which may include normal civil, structural, mechanical, and electrical engineering services and normal architectural design services incidental thereto.

Burns & McDonnell conducted administrative Program Management services during the entire phase including assignment of staff, internal quality control, accounting, invoicing, and communication with the City of Fayetteville.

1.1.2 Advise FAYETTEVILLE as to the necessity of FAYETTEVILLE providing or obtaining services or data from others of types described in Paragraph 2.3, make recommendations as to the possible sources of such services, and act as FAYETTEVILLE's representative in connection with any such services.

There was no necessity for the City of Fayetteville to obtain additional professional services beyond the agreements already in place. During the Pre-Design Phase, Burns & McDonnell reviewed at the City's request, a proposal for additional scope and fee from the water quality modeling consultant and recommended that the proposal not be accepted. The additional scope requested by the consultant was found to be already contained in prior agreements with the consultant.

1.2.1 Consult with FAYETTEVILLE to determine FAYETTEVILLE's requirements for the Project and collect available data on contracts with Consulting Engineers of Record (Consulting Engineers).

Burns & McDonnell met with the City of Fayetteville staff on May 23, 2002, and established the lines of communication, obtained the City's overview and perception of critical issues, learned of local issues affecting the project, discussed environmental permitting efforts to that date, discussed the Project Schedule and Budget, and received City reports and standards as resources to be used during the Project. Copies of existing Agreements and Amendments with the Consultants of Record were received. Copies of previous meeting notes and public hearings and news releases were received.

1.2.2 Review contracts of Consulting Engineers and ascertain the schedules and deliverables due to FAYETTEVILLE as part of the contracts. Examine cost-to-date and the status of billings to FAYETTEVILLE for each contract.

Each Consulting Engineer Agreement and Amendment was reviewed and it was determined that the deliverables had been met and for amounts within the budgets established by the Agreements.

1.2.3 Review Arkansas Department of Environmental Quality (ADEQ) requirements for Facility Plans approval. Meet with ADEQ regarding each Facility Plan being prepared.

Copies of the Facility Plan Amendment were received from the City and the Consultants and reviewed. Copies of ADEQ requirements for the permitting process were received, distributed, and reviewed. Burns & McDonnell, the City, ECO Inc., and MWY met in Little Rock with representatives of ADEQ, Arkansas Soil and Water Conservation Commission, the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers regarding the permitting requirements for the design, construction, and operation of the facilities, status, and schedule.

1.2.4 Review Facility Plans and assess the level of completion. Determine the activities remaining before approval.

After review of the Facility Plan Amendment, it was determined by Burns & McDonnell that the Consultants had satisfied the terms and conditions of their Agreements and that the Facility Plan Amendment should be considered to be complete. It was recommended to the City that formal written acceptance of the Consultants' work be issued to the Consultants.

1.2.5 Review Water Quality Study and assess the level of completion. Determine the activities remaining before approval.

The Water Quality Modeling Study was ongoing and final treatment levels and design flow rates of the new and existing plants had not been established by the modeling consultant. Additional model runs were necessary to evaluate alternative discharge points and stream conditions. NPDES permit applications had not been prepared and submitted.

1.2.6 Conduct a one-day meeting in Fayetteville with the City of Fayetteville staff to further identify status, scheme, and schedule for the projects. Report to FAYETTEVILLE the preliminary conclusions gained from examination of Facility Plans and Water Quality Study. Establish agenda and goals for joint meeting with Consulting Engineers. Establish goals and expectations and lines of communication for the Program.

Burns & McDonnell met with the City of Fayetteville staff on May 23, 2002, and established the lines of communication, obtained the City's overview and perception of critical issues, learned of local issues affecting the project, discussed environmental permitting efforts to that date, discussed the Project Schedule and Budget, and received City reports and standards as resources to be used during the Project. Draft agendas were prepared for meetings with the Consultants and were discussed with and approved by the City.

1.2.7 Jointly conduct with FAYETTEVILLE separate meetings with each Consulting Engineer and OMI, Inc. to review Program status, identify concerns and issues which may impede completion of Consulting Engineers' services, and to receive other feedback from Consulting Engineers. Review Consulting Engineers' staffing plan and schedule for completion of the pre-design activities. Determine status of property acquisition.

Meetings were conducted in Fayetteville and Kansas City with the four Consultants on June 6, June 27, July 2, and July 8, 2002. Design and construction schedules previously prepared by the Consultants were received and reviewed. Each Consultant asserted that sufficient staff is available to complete the Work in accordance with their schedules. No property acquisition or easements had been initiated. These tasks are intended for accomplishment in the Design Phase. Follow up meetings and telephone discussions were held during which additional information was gathered.

1.2.8 Assess the information obtained in the meetings with Consulting Engineers and prepare an evaluation and recommendations. Present the final results of the evaluation process to FAYETTEVILLE for final approval. This presentation will highlight the evaluation process, including status of stakeholder involvement, and identify the recommendation for proceeding with design activities.

A complete report with the subject evaluations and recommendations was submitted to the Public Works Director on September 23, 2002.

1.3.1 Prepare a Level 1 concept milestone schedule for the overall Program through the Design Phase which identifies tasks, phases, projects, or subprojects and prioritizes them. The concept milestone schedule will provide guidance to FAYETTEVILLE and Consulting Engineers by establishing "what's first, what's next, what's critical, and what can be accomplished independent of other aspects of the project". The concept milestone schedule will identify an initial Critical Path for the overall Program and will provide direction to the Consulting Engineers through the Design Phase. Establish a phasing plan to be followed in the design of facilities which will permit continuous provision of service by existing facilities.

Using the initial schedules provided by the four Consultants, Burns & McDonnell prepared an initial Level 1 Schedule and determined the critical path was the design and construction of the new West Side Wastewater Treatment Plant and that construction would not be complete until 2006. After review of the schedule, McGoodwin, Williams and Yates was requested to consider if shorter design and construction periods were feasible. All Consultants were requested to review their proposed schedules to see if opportunities existed for schedule enhancement. Revised project schedules indicated that the overall design and construction period could be shortened by approximately six months by using multiple construction packages, each to be bid separately and constructed independently.

1.3.2 Identify and address items requiring standardization and coordination among the Consulting Engineers. Topics anticipated include treatment processes, equipment, SCADA concepts, reliability and redundancy, and facility staffing goals.

Facilities and processes requiring standardization and coordination were transmitted to the Consultants in the Steering Document and in meetings. Items brought the Consultants' attention included odor control equipment at the two plants and in the east and west collection systems, and sludge dewatering equipment at the West Side plant and the Noland plant. After discussions with the Consultants, it was agreed that McGoodwin, Williams and Yates will do all SCADA design for the projects, but each Consultant would do its own instrumentation design in accordance with the SCADA design.

1.3.3 Establish schedule and requirements for Value Engineering Services.

A Scope of Services and schedule was developed and included in the Pre-Design Phase Report of September 23, 2002, and in the Steering Document to the Consultants.

1.3.4 Develop design standards and criteria. Develop and maintain design standards for wastewater treatment plant and sewerage facilities, support facilities, and privately developed facilities to be adopted by FAYETTEVILLE's Consulting Engineers. By adopting the design standards, Consulting Engineers will assume full responsibility and liability for their resulting design services. BURNS & MCDONNELL ENGINEERING will review design standards provided by the Consulting Engineers. BURNS & MCDONNELL ENGINEERING will prepare design standards and criteria for remaining facilities using the existing standards as a starting point. The design standards will be developed to provide overall design intent and construction quality objectives with the functional and aesthetic objectives of FAYETTEVILLE. Establish CADD standards, sheet sizes, borders, and title blocks.

Design Standards for nine engineering disciplines were prepared and included in the Steering Document to Consultants dated September 23, 2002. The design standards and criteria established the minimum standards acceptable to the City of Fayetteville and will be supplemented by the Consultants' own standards. The Steering Document was submitted on CD-ROM and contained files and standards to be used by Consultants.

1.3.5 Develop standard contract language. Develop General Conditions for General Construction Contracts. Develop other documents, including Bidding and Agreement forms, and Division 1 Specifications.

Standardized construction contract sections, generally known as "front end documents", were developed including Bidding Requirements, Agreement and Bond Forms, General Conditions, and Division 1 General Requirements. These will provide bidders, contractors, and City administrators the benefit of the same contract terms and conditions across all 17 anticipated contracts and eliminated the costs for separate non-standard development by each of the four Consultants. Computer files to be used by the Consultants in preparation of the Construction Contracts were given to the City and Consultants on a CD-ROM.

1.3.6 Disseminate the Steering Document which includes design standards and criteria and standard contract language, to Consulting Engineers for use in preparation of design contracts, budgets, and scope.

Five copies of the Steering Document were submitted to the City of Fayetteville on September 23, 2002 and subsequently issued to the Consultants by the City.

1.3.7 Assist FAYETTEVILLE in developing standardized Professional Services Agreements, based on EJCDC documents as a starting point.

A Standardized Professional Services Agreement was developed and approved by the City. The document was issued to the Consultants for use in preparing the Design Phase Agreements. Terms and conditions for all four design consultants are identical and individual project scope is described in appendices.

1.4.1 Prepare the overall Program Budget utilizing Consulting Engineers' opinions of probable construction costs. Formulate independent opinions of probable design fees for the West Treatment Plant, modifications to the existing Noland Facility, the West sewer system improvements, and the East sewer system improvements. Analyze and include other likely Program Budget costs.

A preliminary budget using information submitted by the Consultants was prepared and indicated that the overall program could be completed within the funds available. Analyses of the design fees

anticipated by the Consultants were made and indicated that the proposed fees were within an acceptable range when compared to industry standards.

1.5.1 Review Arkansas Department of Environmental Quality (ADEQ) requirements for permitting of facilities.

Meetings and telephone conversations were held with ADEQ representatives and a review of the Arkansas Code was made to discern permitting requirements. Discussions included determination of steps necessary to move forward in satisfying ADEQ needs for initiating preparation of an Environmental Assessment (EA) and the associated efforts. A meeting with the Corps was also held to discuss schedule and needs for the Section 404 permit application.

1.5.2 Identify permitting requirements for the construction and operation of the new and modified facilities.

Discussions between Burns & McDonnell discipline experts were held to identify permits needed during the design and construction phases of the new and modified facilities. Permit requirements were reviewed to help determine overall status of the permitting effort, and a schedule was developed indicating the timing for permit applications, permit issuance, application to facility design process, need for construction, and assignment. A Permitting Matrix listing the proponents and schedule for each permit was prepared and disseminated to the Consultants in the Steering Document.

1.5.3 Identify the status of the permitting process to date.

At the time of Burns & McDonnell's final report, the Section 404 Permit Application had been submitted to the Corps and was under review. The mitigation plan designed to compensate for Section 404 wetland impacts was awaiting negotiations with the Corps in terms of mitigation ratios, replacement values, and acreages. The EA being prepared by the ASWCC to approve project facility plans and approve SRF funding was underway since the letters requested from federal agencies had been received indicating no significant objections to the project or no reason why the project would not be Permitted. Activity on the NPDES construction and operation permits had not moved forward significantly, for additional needed water quality modeling had not been completed by others. The Permitting Matrix presented in Burns & McDonnell's final report indicated the status of the permitting process to date.

1.5.4 Conduct a Fatal Flaw Analysis.

An analysis by Burns & McDonnell and conclusions included in our final report indicated no fatal flaws were anticipated in the permitting process, assuming that a system through which permitting activities would be scheduled and coordinated would soon be in place. Concerns with state and federal agency coordination in terms of design, construction, and operation permits and schedules were identified. A delay of four to six months in developing and implementing such a systematic approach could magnify permit schedule concerns to the point where design and construction schedules could be impacted.

1.5.5 Develop matrix illustrating the permits required, the responsibilities for obtaining them, the tasks remaining before each permit is obtained, and a schedule for completion of the permitting process.

The Permitting Matrix was developed, presented in our final report, and disseminated to the City and the Consultants.

1.6.1 Prepare a Program Management Plan (PMP) describing the responsibilities of the Program Manager, Consulting Engineers, and construction contractors involved in management, design, and construction. The PMP will establish procedures enabling FAYETTEVILLE to monitor the design and construction phases of the projects. The PMP will emphasize the monitoring of cost, schedule and quality and will establish procedures to permit FAYETTEVILLE to make timely decisions to properly control the Program. The PMP will describe review and approvals at all stages of the Program or projects such as design, construction, security, safety, D/M/WBE programs, logistics, and communications.

An internal Program Management Plan was developed for use by the Burns & McDonnell team. The document will be distributed to team members for their use in monitoring activities by Burns & McDonnell, the Consultants, construction contractors, and the City. The document is considered to be dynamic and will be revised and supplemented as the project progresses from design through construction.

1.6.2 Establish a computer-based Program Management Control System (PMCS) to monitor and manage the Program schedule, budget, financial requirements, and D/M/WBE compliance. Establish a document tracking and control system, including shop drawings, samples, approvals, and changes to the work. The system will be used by the Program Manager throughout the Program to advise FAYETTEVILLE on schedule and financial issues and manage the design and construction process. The proposed system consists of Primavera Expedition project management software, customized to FAYETTEVILLE's documentation requirements.

An initial PMCS using a Primavera Expedition database has been established and loaded onto team members desktop computers. The database will be populated as information is developed and submitted by the Consultants. Reports will be generated throughout the design and construction phase and submitted to the City of Fayetteville.

1.6.3 Assist in developing a Communications Plan to involve the stakeholders during the concept development and design phase; and promote a positive image of the overall Program and FAYETTEVILLE. The plan may include newsletters, press releases, message boards, and the Project web site. The plan development and implementation will be coordinated with FAYETTEVILLE's Public Relations staff.

A project web site was developed and made active. The web site is available for viewing by interested parties at <http://www.FayettevilleUpdate.com> and contains information pertinent to the Pre-Design Phase of the Program. In the Design Phase, the site will be updated to reflect the activities being undertaken by the design consultants and the Program Manager. Burns & McDonnell coordinated with the City's Administrative Services Director in placing a link to the project site on the City's official web site.

1.6.4 Prepare a Master Program Schedule by refining the conceptual milestone schedule. Develop the Master Program Schedule through design development, construction documents, and construction. Cost load the schedule, based on program activities, for cash flow and spending plan analysis. Benchmark the program schedule and update based on actual progress of activities.

A Master Program Schedule indicating 17 separate design and construction packages was developed and issued to the Consultants and posted on the Project Web Site, but until construction cost data is developed by the designers, the schedule cannot be cost loaded, nor can a cash flow analysis be prepared. The schedule will continue to be maintained and updated throughout the design and construction period and will be the primary tool for computing the designers' and construction contractors' progress estimate.

1.6.5 Prepare and coordinate up to four reports or presentations to the City Council, City staff, or other parties as directed by FAYETTEVILLE.

During the Pre-Design Phase, Burns & McDonnell submitted to the City four volumes of formal submittals covering the Standardized Professional Services Agreement, the Standardized Project Manual, the Consultant Steering Document, and a Summary Pre-Design Phase Report of activities by Burns & McDonnell during the phase. In addition, Burns & McDonnell met with the City staff on numerous occasions to provide project updates and receive information. Burns & McDonnell addressed the Fayetteville Council on September 17, 2002 to present the status of the project and to make recommendations for Council action regarding the next phase of the Program.

1.7 It is anticipated that the above-described Scope of Services can be completed in 2,758 person hours.

The Pre-Design Phase was completed in 2,801.5 person-hours and within the budget allowed for the project.

AGREEMENT
For
PROFESSIONAL PROGRAM MANAGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
BURNS & MCDONNELL ENGINEERING CO., INC.
KANSAS CITY, MISSOURI

THIS AGREEMENT is made as of _____, 20__, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Burns & McDonnell Engineering Company, Inc., a Missouri corporation providing professional program management services with offices located in Kansas City, Missouri, (hereinafter called BURNS & MCDONNELL ENGINEERING).

CITY OF FAYETTEVILLE from time to time requires program management services in connection with the planning, design, permitting, construction, operation, maintenance, management, and financing of the Fayetteville Wastewater System Improvement Project (The "Program"). Therefore, CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING in consideration of their mutual covenants agree as follows:

BURNS & MCDONNELL ENGINEERING shall serve as CITY OF FAYETTEVILLE's Program Manager in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of BURNS & MCDONNELL ENGINEERING's services. If Construction Phase Services are to be provided by BURNS & MCDONNELL ENGINEERING under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of BURNS & MCDONNELL ENGINEERING.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of BURNS & MCDONNELL ENGINEERING.

- 1.3 Changes, modifications or amendments in scope, price or fees to this agreement shall **not** be allowed without a formal agreement amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF BURNS & MCDONNELL ENGINEERING

2.1 General

- 2.1.1 Perform Program Management services in connection with the Program as hereinafter stated.
- 2.1.1.1 The Scope of Services to be furnished by BURNS & MCDONNELL ENGINEERING during the Final Design Phase is included in Appendix A attached hereto and made part of this Agreement.
- 2.1.1.2 The Scope of Services to be furnished by BURNS & MCDONNELL ENGINEERING during the Bidding Phase is included in Appendix B attached hereto and made part of this Agreement.
- 2.1.1.3 The Special Terms and Conditions regarding the provision of a program web site to be furnished by BURNS & MCDONNELL ENGINEERING is included in Appendix C attached hereto and made part of this Agreement.
- 2.1.1.4 The Scope of Services to be furnished by BURNS & MCDONNELL ENGINEERING during the Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.
- 2.1.1.5 The Scope of Services to be furnished by BURNS & MCDONNELL ENGINEERING during the Post-Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.
- 2.1.1.6 The preliminary Scope of Services to be furnished by BURNS & MCDONNELL ENGINEERING for Resident Services During Construction, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

SECTION 3 - ADDITIONAL SERVICES OF BURNS & MCDONNELL ENGINEERING

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by BURNS & MCDONNELL ENGINEERING, BURNS & MCDONNELL ENGINEERING shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with CITY OF FAYETTEVILLE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Furnishing renderings or models of the Projects for CITY OF FAYETTEVILLE's use.

3.1.4 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by CITY OF FAYETTEVILLE.

3.1.5 Separately Negotiated Services

Any of the following services may be provided by BURNS & MCDONNELL under a separately negotiated agreement.

3.1.5.1 Consultations involving analyses and recommendations with regard to studies previously performed or undertaken by others for CITY OF FAYETTEVILLE which may have an overall effect on the operation, collection, treatment, and disposal methods for liquid and solid wastes, but which are not specifically included in the Scope of Work for Basic Services of this Agreement, including, but not limited to:

- 3.1.5.1.1 Comments, consultation, review, analysis, or completion of work contracted by others to perform water quality modeling of receiving streams or determination of effluent discharge requirements.
- 3.1.5.1.2 Negotiations among the CITY OF FAYETTEVILLE, the State of Arkansas and the State of Oklahoma to determine and codify agreements on the acceptable loading or concentration of nutrients in the wastewater effluent discharged into the Illinois River drainage basin.
- 3.1.5.1.3 Negotiations between CITY OF FAYETTEVILLE and other Northwest Arkansas cities, regional authorities, or utility districts involving acceptable loading or concentration of nutrients in the wastewater effluent discharged into the White River drainage basin.
- 3.1.5.1.4 Comments, consultation, review, analysis, or development of a bio-solids disposal strategy for participation in either a commercial solution or in a regional disposal option.

3.2 Contingent Additional Services

- 3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond BURNS & MCDONNELL ENGINEERING's control, BURNS & MCDONNELL ENGINEERING shall notify CITY OF FAYETTEVILLE and request a formal agreement amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to BURNS & MCDONNELL ENGINEERING. If CITY OF FAYETTEVILLE indicates in writing that all or part of such Contingent Additional Services are not required, BURNS & MCDONNELL ENGINEERING shall have no obligation to provide those services.
- 3.2.2 Providing services made necessary by the default of the CITY OF FAYETTEVILLE's contractors or consultants for the Program, by major defects or deficiencies in the Work of the contractors or consultants, or by failure of performance of the CITY OF FAYETTEVILLE or contractors or consultants under agreement for design or construction services.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of BURNS & MCDONNELL ENGINEERING:

- 4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Program.
- 4.2 Assist BURNS & MCDONNELL ENGINEERING by placing at BURNS & MCDONNELL ENGINEERING's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto. BURNS & MCDONNELL ENGINEERING may reasonably rely on the accuracy and completeness of such information without independent verification or validation.
- 4.3 Guarantee access to and make all provisions for BURNS & MCDONNELL ENGINEERING to enter upon public and private property as required for BURNS & MCDONNELL ENGINEERING to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by BURNS & MCDONNELL ENGINEERING and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Program.
- 4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Program, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to BURNS & MCDONNELL ENGINEERING whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Program, change in needs, assumptions, constraints, plans, or otherwise affecting the efficient execution of the Program, or possibly requiring change to Program plans, scope, budget, or schedule.

- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Program and such approvals and consents from others as may be necessary for completion of the Program. Pay directly to the governmental authorities the actual filing and permit fees after approvals are secured by BURNS & MCDONNELL ENGINEERING.
- 4.9 Furnish, or direct BURNS & MCDONNELL ENGINEERING to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 This Agreement shall be applicable to all assignments authorized by CITY OF FAYETTEVILLE and accepted by BURNS & MCDONNELL ENGINEERING subsequent to the date of its execution. All assignments authorized prior to the execution of this document, even if performed in whole or in part before the execution date, shall be governed by the terms and conditions of this Agreement.
- 5.3 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Program through completion of the services stated in the Agreement. BURNS & MCDONNELL ENGINEERING will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the Scope of Services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO BURNS & MCDONNELL ENGINEERING

- 6.1 Compensation
- 6.1.1 Final Design Phase Services

For the Scope of Services during the Final Design Phase described herein, CITY OF FAYETTEVILLE shall pay BURNS & MCDONNELL ENGINEERING the sum of the following:

- 6.1.1.1 For time expended by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR 903. Such rates

include overhead and profit. The schedule is effective to January 1, 2004, and will be revised annually.

- 6.1.1.2 For normal computer usage, computer-aided drafting (CAD), telephone, fax, photocopy and mail services, a technology charge in accordance with the "Schedule of Hourly Professional Service Billing Rates" in effect at the time the service is provided. Specialty items are not included in the technology charge. For reproduction, printing and binding of documents, and vehicle and testing apparatus usage, amounts as determined from BURNS & MCDONNELL ENGINEERING's schedule of rates in effect at the time the service is provided.

6.1.2 Bidding Phase Services

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay BURNS & MCDONNELL ENGINEERING the sum of the following:

- 6.1.2.1 For time expended by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR 903. Such rates include overhead and profit. The schedule is effective to January 1, 2004, and will be revised annually.
- 6.1.2.2 For normal computer usage, computer-aided drafting (CAD), telephone, fax, photocopy and mail services, a technology charge in accordance with the "Schedule of Hourly Professional Service Billing Rates" in effect at the time the service is provided. Specialty items are not included in the technology charge. For reproduction, printing and binding of documents, and vehicle and testing apparatus usage, amounts as determined from BURNS & MCDONNELL ENGINEERING's schedule of rates in effect at the time the service is provided.
- 6.1.3 **The total payment for the Basic Scope of Services described in Appendix A, Appendix B, and Appendix C is estimated to be Two Million Six Hundred Eighty-five Thousand Three Hundred Sixty-six Dollars (\$2,685,366.00), but is not a guaranteed maximum. The total payment is based on expending no more than 18,067 person-hours.**

6.1.4 Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.5 Post-Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.6 Resident Services During Construction

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.2 Statements

Monthly statements, in BURNS & MCDONNELL ENGINEERING's standard format, will be submitted by BURNS & MCDONNELL ENGINEERING to CITY OF FAYETTEVILLE. Statements will be submitted covering services and expenses incurred during the preceding month.

6.3 Payments

Statements are payable upon receipt and due within thirty (30) days. If a portion BURNS & MCDONNELL ENGINEERING's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise BURNS & MCDONNELL ENGINEERING in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the services performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, BURNS & MCDONNELL ENGINEERING shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by BURNS & MCDONNELL ENGINEERING to be set forth therein or not capable of being reasonably discernable and liquidated at time of final payment. Unless otherwise

provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against BURNS & MCDONNELL ENGINEERING or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, BURNS & MCDONNELL ENGINEERING will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

BURNS & MCDONNELL ENGINEERING will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

7.1.2 Consultants and construction contractors shall be required to provide (or CITY OF FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and BURNS & MCDONNELL ENGINEERING as an additional insured, or, to endorse CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING as additional insureds on any construction contractor's or consultant's liability insurance policies (except for Workmen's Compensation or professional liability policies) covering claims for personal injuries and property damage. Construction

contractors and consultants shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING.

7.1.3 CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BURNS & MCDONNELL ENGINEERING's services. A provision similar to this shall be incorporated into all consultant and construction contracts entered into by CITY OF FAYETTEVILLE, and all consultants and construction contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING for damage or liability covered by any consultant's or construction contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 BURNS & MCDONNELL ENGINEERING will exercise reasonable skill, care, and diligence in the performance of BURNS & MCDONNELL ENGINEERING's services and will carry out its responsibilities in accordance with customarily accepted professional Program Management practices. If BURNS & MCDONNELL ENGINEERING fails to meet the foregoing standard, BURNS & MCDONNELL ENGINEERING will perform at its own cost, and without reimbursement from CITY OF FAYETTEVILLE, the professional Program Management services necessary to correct errors, omissions, or other deficiencies which are caused by BURNS & MCDONNELL ENGINEERING's failure to comply with above standard. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of BURNS & MCDONNELL ENGINEERING. CITY OF FAYETTEVILLE acknowledges that BURNS & MCDONNELL ENGINEERING will use its best efforts to facilitate efficient evaluation of the Program, but cannot guarantee any or all Program goals regarding budget, schedule, or performance will be met.

7.2.2 In addition BURNS & MCDONNELL ENGINEERING will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Sites to the extent covered by BURNS & MCDONNELL ENGINEERING's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

- 7.2.3 In no event will BURNS & MCDONNELL ENGINEERING be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Program costs, Program delays, loss of revenue or profit, lost production, claims by customers or constituents of CITY OF FAYETTEVILLE, or for governmental fines or penalties.
- 7.2.4 BURNS & MCDONNELL ENGINEERING's aggregate liability for all damages connected with its services for the Program not excluded by the preceding subparagraph, whether covered by insurance or not, will not exceed the compensation paid under this Agreement.
- 7.2.5 The obligations and remedies stated in this Paragraph 7.2, Professional Responsibility, are the sole and exclusive obligations of BURNS & MCDONNELL ENGINEERING and are the exclusive remedies of CITY OF FAYETTEVILLE regardless of the cause of action pled including, without limitation, negligence of every character.
- 7.2.6 CITY OF FAYETTEVILLE acknowledges that BURNS & MCDONNELL ENGINEERING will be interacting on behalf of CITY OF FAYETTEVILLE with all Program participants and stakeholders at a high level. This broad participation exposes BURNS & MCDONNELL ENGINEERING to many potential risks and conflicts to participants and third parties that would otherwise remain with the CITY OF FAYETTEVILLE, if BURNS & MCDONNELL ENGINEERING's method had not been employed. CITY OF FAYETTEVILLE also recognizes the benefit of utilizing BURNS & MCDONNELL ENGINEERING as the obligations and responsibilities of BURNS & MCDONNELL ENGINEERING are not within the core competencies, or could not be provided by the current staff of, CITY OF FAYETTEVILLE. In addition to the protections provided in this Section 7.2 to entice BURNS & MCDONNELL ENGINEERING to offer the scope of services for the negotiated rates herein, CITY OF FAYETTEVILLE also will provide the following indemnification:
- 7.2.6.1 CITY OF FAYETTEVILLE will indemnify, defend, and hold harmless BURNS & MCDONNELL ENGINEERING from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of CITY OF FAYETTEVILLE, of the Consultants, Contractors, or their employees, agents, Subcontractors, and Suppliers.
- 7.2.6.2 CITY OF FAYETTEVILLE also agrees that it will require all Consultants, and construction Contractors to indemnify, defend, and hold harmless CITY OF

FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consultants, the Contractors, or their employees, agents, Subcontractors, and Suppliers.

- 7.2.6.3 Should these indemnification provisions of 7.2.6 above be found to be, in whole or in part unenforceable, it shall be reformed to conform to law and to accomplish, to the greatest extent possible, their original intent or outcome, consistent with the law.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by BURNS & MCDONNELL ENGINEERING relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on BURNS & MCDONNELL ENGINEERING's experience, qualifications, and judgment as a Program Manager. Since BURNS & MCDONNELL ENGINEERING has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, BURNS & MCDONNELL ENGINEERING does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by BURNS & MCDONNELL ENGINEERING.

7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of BURNS & MCDONNELL ENGINEERING's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of BURNS & MCDONNELL ENGINEERING.

7.5 Termination

- 7.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

- 7.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 7.5.1.2 An opportunity for consultation with the terminating party prior to termination.
- 7.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that BURNS & MCDONNELL ENGINEERING is given:
 - 7.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 7.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 7.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 7.5.3.1 No amount shall be allowed for anticipated profit on unperformed services,
 - 7.5.3.2 Any payment due to BURNS & MCDONNELL ENGINEERING at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of BURNS & MCDONNELL ENGINEERING's default.
- 7.5.4 If termination for default is effected by BURNS & MCDONNELL ENGINEERING, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment for any termination shall provide for payment to BURNS & MCDONNELL ENGINEERING for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by BURNS & MCDONNELL ENGINEERING relating to commitments which had become firm prior to the termination.
- 7.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, BURNS & MCDONNELL ENGINEERING shall:
 - 7.5.5.1 Promptly discontinue all affected services (unless the notice directs otherwise),
 - 7.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, cost opinions, summaries and such other information and

materials as may have been accumulated by BURNS & MCDONNELL ENGINEERING in performing this Agreement, whether completed or in process.

7.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the service and may award another party an agreement to complete the services under this Agreement.

7.5.7 If, after termination for failure of BURNS & MCDONNELL ENGINEERING to fulfill contractual obligations, it is determined that BURNS & MCDONNELL ENGINEERING had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the Agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.6 Delays

In the event the services of BURNS & MCDONNELL ENGINEERING are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond BURNS & MCDONNELL ENGINEERING's reasonable control, BURNS & MCDONNELL ENGINEERING shall be entitled to additional compensation for reasonable costs incurred by BURNS & MCDONNELL ENGINEERING in temporarily closing down or delaying the Program, including any extended overhead.

7.7 Rights and Benefits

BURNS & MCDONNELL ENGINEERING's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

7.8 Dispute Resolution

7.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or BURNS & MCDONNELL ENGINEERING in the performance of this Agreement, and disputes concerning payment.

7.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion

of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.8.3 Notice of Dispute

7.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give BURNS & MCDONNELL ENGINEERING written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

7.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of BURNS & MCDONNELL ENGINEERING and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to BURNS & MCDONNELL ENGINEERING for services rendered by BURNS & MCDONNELL ENGINEERING.

7.10 Publications

Recognizing the importance of professional development on the part of BURNS & MCDONNELL ENGINEERING's employees and the importance of BURNS & MCDONNELL ENGINEERING's public relations, BURNS & MCDONNELL ENGINEERING may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to BURNS & MCDONNELL ENGINEERING's services for the Program. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF

FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to BURNS & MCDONNELL ENGINEERING. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of BURNS & MCDONNELL ENGINEERING's activities pertaining to any such publication shall be for BURNS & MCDONNELL ENGINEERING's account.

7.11 Indemnification

7.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consultants or Contractors, or their employees, agents, Subcontractors, and Suppliers.

7.12 Computer Models

BURNS & MCDONNELL ENGINEERING may use or modify BURNS & MCDONNELL ENGINEERING's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or BURNS & MCDONNELL ENGINEERING may develop computer models during BURNS & MCDONNELL ENGINEERING's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by BURNS & MCDONNELL ENGINEERING does not constitute a license to CITY OF FAYETTEVILLE to use or modify BURNS & MCDONNELL ENGINEERING's computer models. Said proprietary computer models shall remain the sole property of BURNS & MCDONNELL ENGINEERING. CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use BURNS & MCDONNELL ENGINEERING's computer models.

7.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, cost opinions, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. BURNS & MCDONNELL ENGINEERING may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by BURNS & MCDONNELL ENGINEERING as part of the Services shall become the property of CITY OF FAYETTEVILLE when BURNS & MCDONNELL ENGINEERING has been compensated for all Services rendered, provided, however, that BURNS & MCDONNELL ENGINEERING shall have the unrestricted right to their use. BURNS & MCDONNELL ENGINEERING shall, however, retain its rights in its standard drawings 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 BURNS & MCDONNELL ENGINEERING.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. BURNS & MCDONNELL ENGINEERING 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.

7.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, AR 72701

BURNS & MCDONNELL ENGINEERING's address:

Burns & McDonnell Engineering Co., Inc.
9400 Ward Parkway
Kansas City, MO 64114

7.15 Successor and Assigns

CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor BURNS & MCDONNELL ENGINEERING shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.17 Entire Agreement

This Agreement represents the entire Agreement between BURNS & MCDONNELL ENGINEERING and CITY OF FAYETTEVILLE relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BURNS & MCDONNELL ENGINEERING's services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to BURNS & MCDONNELL ENGINEERING a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by BURNS & MCDONNELL ENGINEERING, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of BURNS & MCDONNELL ENGINEERING:

8.1.1 CITY OF FAYETTEVILLE's or Arkansas Soil and Water Conservation Commission's (ASWCC's) review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve BURNS & MCDONNELL ENGINEERING of responsibility for performance to the required standard of care. Neither CITY OF FAYETTEVILLE's nor ASWCC's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8.1.2 BURNS & MCDONNELL ENGINEERING shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE to the extent caused by BURNS & MCDONNELL ENGINEERING's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

8.1.3 BURNS & MCDONNELL ENGINEERING's obligations under this clause are in addition to BURNS & MCDONNELL ENGINEERING's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against BURNS & MCDONNELL ENGINEERING for faulty materials, equipment, or services.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and BURNS & MCDONNELL ENGINEERING arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 BURNS & MCDONNELL ENGINEERING shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. BURNS & MCDONNELL ENGINEERING shall also maintain the financial information and data used by BURNS & MCDONNELL ENGINEERING in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. BURNS & MCDONNELL ENGINEERING will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance of services under this Agreement and until three years from the date of final payment for the Program. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

8.3.3 This right of access clause (with respect to financial records) applies to:

8.3.3.1 Negotiated prime agreements:

8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of BURNS & MCDONNELL ENGINEERING;

8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

BURNS & MCDONNELL ENGINEERING warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by BURNS & MCDONNELL ENGINEERING for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.5 Gratuities

8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that BURNS & MCDONNELL ENGINEERING or any of BURNS & MCDONNELL ENGINEERING's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF

FAYETTEVILLE may, by written notice to BURNS & MCDONNELL ENGINEERING terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against BURNS & MCDONNELL ENGINEERING as it could pursue in the event of a breach of the Agreement by BURNS & MCDONNELL ENGINEERING. As a penalty, in addition to any other damages to which it may be entitled by law, in the event BURNS & MCDONNELL ENGINEERING knowingly and intentionally committed such an act in a direct attempt to harm the CITY OF FAYETTEVILLE, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs BURNS & MCDONNELL ENGINEERING incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

CITY OF FAYETTEVILLE contracts and documents prepared while performing CITY OF FAYETTEVILLE contractual services are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, BURNS & MCDONNELL ENGINEERING will provide reasonable response to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed to the CITY OF FAYETTEVILLE for this compliance. Any BURNS & MCDONNELL ENGINEERING time and expense required to comply shall be an additional cost.

8.7 Debarment And Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: BURNS & MCDONNELL ENGINEERING COMPANY, INC.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and
BURNS & MCDONNELL ENGINEERING, by its authorized officer have made and executed this
Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

BURNS & MCDONNELL ENGINEERING CO., INC

By: _____

Title: President, Infrastructure Group

By: _____

Title: Project Manager

Changes, modifications or amendments in scope, price or fees to this Agreement shall
not be allowed without formal agreement amendment approved by the Mayor and the
City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

FAYETTEVILLE ARKANSAS
WASTEWATER SYSTEM IMPROVEMENT PROJECT
 Burns & McDonnell Program Management Team

DESIGN PHASE ESTIMATE OF COSTS

Labor	Months	Est. Hours	Billing Rate	Estimate	Tech Charge
Program Manager	17.50	3,028	\$ 128.00	\$ 387,520	\$ 24,220
Project Engineer-Collection System	14.80	2,560	\$ 115.50	\$ 295,726	\$ 20,483
Project Engineer-WWTPs	20.70	3,581	\$ 105.50	\$ 377,806	\$ 28,649
Permitting Specialist	2.56	443	\$ 132.50	\$ 58,682	\$ 3,543
Permitting Staff	5.25	908	\$ 105.50	\$ 95,820	\$ 7,266
Construction Manager	1.92	332	\$ 128.00	\$ 42,496	\$ 2,656
Treatment Process Consultant	4.67	808	\$ 128.00	\$ 103,424	\$ 6,464
Treatment Process Staff	4.86	840	\$ 89.00	\$ 74,760	\$ 6,720
Scheduler	1.13	195	\$ 115.50	\$ 22,579	\$ 1,564
Web Maintenance	0.26	45	\$ 74.00	\$ 3,329	\$ 360
Public Involvement Specialist	1.14	197	\$ 97.00	\$ 19,130	\$ 1,578
Clerk	4.10	709	\$ 45.00	\$ 31,919	\$ 5,874
VE, Process	1.02	176	\$ 178.75	\$ 31,542	\$ 1,412
VE, Electrical	0.56	97	\$ 132.50	\$ 12,837	\$ 775
VE, Pipe	0.56	97	\$ 143.00	\$ 13,854	\$ 775
Design Review Team	4.16	720	\$ 105.50	\$ 75,960	\$ 5,760
Subtotal, Estimated Labor	85.19	14,737	-	\$ 1,647,383	\$ 117,899
Expenses					
Value Engineering Subcontract				\$ 451,252	
Other Direct Expenses					
Travel Expenses				\$ 37,522	
Miscellaneous Expenses				\$ 3,300	
Technology Charge				\$ 117,899	
Subtotal, Estimated Expenses				\$ 609,973	
Total Labor and Expenses				\$2,257,356	
Summary					
Pre-Design Phase Costs, percent of total program				\$336,881 = 0.3%	
Design Phase Costs, percent of total program				\$2,257,356 = 1.8%	
Bidding Phase Costs, percent of total program				\$428,010 = 0.3%	

FAYETTEVILLE ARKANSAS
WASTEWATER SYSTEM IMPROVEMENT PROJECT
 Burns & McDonnell Program Management Team

BIDDING PHASE ESTIMATE OF COSTS

Labor	Months	Est. Hours	Billing Rate	Estimate	Tech Charge
Program Manager	7.30	1,263	\$ 128.00	\$ 161,651	\$ 10,103
Project Engineer-Collection System	5.90	1,021	\$ 115.50	\$ 117,891	\$ 8,166
Project Engineer-WWTPs	3.90	675	\$ 105.50	\$ 71,181	\$ 5,398
Scheduling Specialist	0.85	147	\$ 115.50	\$ 16,984	\$ 1,176
Clerk	1.30	225	\$ 45.00	\$ 10,121	\$ 1,799
Subtotal, Estimated Labor	19.25	3,330	-	\$ 377,828	\$ 26,642
Expenses					
Other Direct Expenses					
Travel Expenses				\$ 22,440	
Miscellaneous Expenses				\$ 1,100	
Technology Charge				\$ 26,642	
Subtotal, Estimated Expenses				\$ 50,182	
Total, Labor and Expenses				\$428,010	

FAYETTEVILLE ARKANSAS
WASTEWATER SYSTEM IMPROVEMENT PROJECT
 Burns & McDonnell Program Management Team

DESIGN PHASE
ESTIMATED PERSON-MONTHS

Name	2002												2003												2004												Total
	N	D	J	F	Ma	A	M	J	J	A	S	O	R	D	J	F	M	A	Hi	J	A	S	C	N	D												
Project Manager	0.50	1.00	1.00	0.60	0.80	0.80	1.00	1.00	1.00	0.80	0.80	0.70	0.70	0.60	0.50	0.40	0.40	0.60	0.60	0.60	0.70	0.70	0.50	0.50	0.40	17.50											
Project Engineer-Collection System	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.70	0.70	0.70	0.70	0.30	0.30	0.30	0.30	0.50	0.60	0.60	0.40	0.40				14.80											
Project Engineer-WWTPs	0.50	1.00	0.60	0.80	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.80	0.80	0.70	0.70	1.00	1.00	0.50	0.70	0.70	0.40	0.40	20.70												
Permitting Specialist	0.10	0.30	0.20	0.20	0.20	0.20	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.05	0.01				2.58												
Permitting Staff	0.30	0.50	0.50	0.50	0.40	0.40	0.30	0.30	0.30	0.30	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.10	0.10	0.05	0.05				5.25												
Constructability Expert		0.07	0.08		0.09	0.09	0.09	0.09	0.09	0.23		0.14	0.09	0.32	0.23	0.23		0.14	0.05	0.09	0.09				1.82												
Process Consultant		0.23	0.14		0.51					0.62		0.97	0.35	0.35	0.95	0.95		0.18	0.08	0.35	0.37				4.87												
Process Staff Engineer			0.14		0.05	0.09	0.32	0.09	0.09	1.04			0.18	0.81	1.04	0.01	0.01	0.85	0.09	0.35	0.01	0.01			4.88												
Scheduling Specialist	0.05	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.05	0.05	0.05	0.05	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	1.13												
Web Maintenance	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.28												
Public Involvement Specialist	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.01	0.01	0.01	1.14												
Clerk	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	4.10												
VE Team Member, Process			0.23	0.23		0.28	0.28																		1.02												
VE Team Member, Electrical/M&C					0.28	0.28	0.28																		0.58												
VE Team Member, Pipe			0.28	0.28														0.31		0.35	0.34				0.56												
Design Review Team			0.11		0.32		0.14			0.67		0.39		0.73											4.16												
Total	2.26	4.51	4.70	4.02	4.58	4.55	4.92	3.99	5.83	3.16	4.56	3.34	5.04	2.22	4.77	1.82	3.70	2.57	2.66	3.05	2.73	1.92	1.48	0.98	0.88	85.19											

6.8 mm

2003 person-months = 50.9

2004 person-months = 27.5

2003 person-months = 50.9

2004 person-months = 27.5

FAYETTEVILLE ARKANSAS
WASTEWATER SYSTEM IMPROVEMENT PROJECT
 Burns & McDonnell Program Management Team

BIDDING PHASE
ESTIMATED PERSON-MONTHS

Name	2003												2004												Total
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Project Manager		0.40	0.20	0.20			0.20	0.20	0.30	0.30	0.40	0.50	0.60	0.60	0.40	0.40	0.40	0.40	0.40	0.30	0.30	0.30	0.30	0.30	7.30
Project Engineer-Collection System							0.30	0.30	0.30	0.30	0.50	0.70	0.70	0.70	0.50	0.40	0.40	0.40	0.20						5.90
Project Engineer-WWTPs		0.40	0.20	0.20								0.20	0.30	0.30				0.30	0.30	0.30	0.30	0.40	0.40	0.30	3.90
Scheduling Specialist		0.05	0.05	0.05			0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.01	0.01	0.01	0.01	0.01	0.01	0.85
Clerk		0.10	0.05	0.05			0.10	0.05	0.05	0.10	0.10	0.10	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	1.30
Total		0.95	0.50	0.50			0.65	0.60	0.70	0.75	1.05	1.55	1.70	1.70	1.00	0.90	0.90	1.20	0.90	0.86	0.66	0.76	0.76	0.66	19.25
2003 person-months = 7.3													2004 person-months = 12.0												

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$45.00
Technician*	6	\$47.50
Assistant*	7	\$53.50
	8	\$74.00
	9	\$80.50
Staff	10	\$89.00
	11	\$97.00
Senior	12	\$105.50
	13	\$115.50
Associate	14	\$128.00
	15	\$132.50
Principal	16	\$142.50
	17	\$145.00

Notes

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate," "Senior," etc., refer to such positions as "Associate Engineer," "Senior Architect," etc.
2. The hourly rates shown above are effective for services through December 31, 2003, and are subject to revision thereafter.
3. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
4. Project time spent by corporate officers will be billed at the Principal rate (Level 17) plus 25 percent.
5. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
6. A technology charge of \$8.25 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), telephone, fax, photocopy and mail services. Specialty items are not included in the technology charge.
7. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

B&M2003

**CITY OF FAYETTEVILLE
AGREEMENT FOR PROFESSIONAL
PROGRAM MANAGEMENT SERVICES**

APPENDIX A – SCOPE OF SERVICES FOR FINAL DESIGN PHASE

This is **Appendix A**, consisting of 4 pages, referred to in and part of the **Agreement For Professional Program Management Services** between City of Fayetteville, Arkansas (**CITY OF FAYETTEVILLE**) and Burns & McDonnell Engineering Company, Inc. (**BURNS & MCDONNELL ENGINEERING**) dated _____.

Initial:

CITY OF FAYETTEVILLE _____

BURNS & MCDONNELL ENGINEERING _____

The following contains additional Scope of Services for the Final Design Phase.

Generally, the project will include the Program Management Services for the Design Phase for the Fayetteville Wastewater System Improvement Project which consists of design of the new West Side Wastewater Treatment Plant; the West Side Collection System Improvements; the Rehabilitation and Improvements to the Paul R. Noland Wastewater Treatment Plant; the East Side Collection System Improvements; and Program-wide permitting services, provided by McGoodwin, Williams, and Yates; RJN Group; Black & Veatch; Garver Engineers; and ECO, Inc., respectively (Consultants). The Scope of Services described herein is based on the preliminary project schedules submitted by the Consultants and as such, shall be considered to span the 23-month design period of the entire program, and shall not exceed 23 months from the date of the written authorization of this Agreement.

PART A - PROGRAM ADMINISTRATION AND MANAGEMENT

1. Program Administration

- a) Perform project initiation activities.
- b) Perform general administration and program management activities consisting of consulting with and advising CITY OF FAYETTEVILLE, receiving and reviewing design deliverables from the Consultants, and communicating to CITY OF FAYETTEVILLE recommendations for directions to and decisions by the Consultants.
- c) Review and comment on draft Design Phase and Bidding Phase Professional Services Agreements submitted for approval to CITY OF FAYETTEVILLE by the Consultants.
- d) Assist City in negotiation of Design Phase and Bidding Phase Professional Services Agreements with the Consultants.
- e) Implement appropriate program control procedures including budgeting, scheduling, and quality control activities.
- f) Prepare monthly written Program Progress Reports to City.
- g) Develop and maintain program web site (see Appendix C).
- h) Maintain contact with Arkansas Soil and Water Conservation Commission (ASWCC).

2. Program Management

- a) Monitor Consultants' compliance with the respective design agreements and report findings to CITY OF FAYETTEVILLE.
- b) Monitor Consultants' progress and report findings to CITY OF FAYETTEVILLE.
- c) Receive, review, and comment on Consultants' updated project schedules.
- d) Consolidate Consultants' accepted schedules and develop into a Program Schedule covering the design period, construction documents preparation, construction of improvements, and post-construction period.
- e) Cost load the schedule, based on program activities, for cash flow and spending plan analysis.
- f) Monitor and update the Master Schedule to reflect design schedule changes. Benchmark the program schedule and update based on actual progress of activities.

- g) Recommend to CITY OF FAYETTEVILLE the construction packaging and sequence of bidding and construction.
- h) Recommend changes to CITY OF FAYETTEVILLE for design or construction packaging to maintain Program Schedule.
- i) Maintain and distribute accepted schedule updates.
- j) Receive, review and comment on updated construction cost opinions provided by the Consultants.
- k) Consolidate Consultants' construction cost opinions into an overall Program Budget, including design, construction, and management.
- l) Update and report the Program Budget to CITY OF FAYETTEVILLE.
- m) Update the Program Budget as the plans reach the contract document stage and advise CITY OF FAYETTEVILLE if it appears that the construction may exceed the Program Budget.
- n) Prepare and furnish to CITY OF FAYETTEVILLE periodic updated cash flow projections.

3. Meetings

- a) Schedule and conduct monthly a combined one-day progress meeting in Fayetteville with City staff and each Consultant beginning one month after written Authorization of this Agreement and continuing through the completion of the Design Phase portion of the Program (anticipated to be within 23 months of the written Authorization). When possible, the meetings will be scheduled on dates which coincide with other progress; coordination; or conference meetings being conducted during the Design Phase of the Program. A total of 23 monthly progress meetings is anticipated.
- b) Schedule and conduct within 30 days of written Authorization of this Agreement a combined one-day project kickoff meeting in Fayetteville with the Consultants, CITY OF FAYETTEVILLE staff, and BURNS & MCDONNELL ENGINEERING.
- c) Meet with Arkansas DEQ, AHTD, and DOH to assist in obtaining permits for construction of projects. A total of three meetings is anticipated.
- d) Prepare for and attend periodic City Council meetings to report progress and to address concerns and questions of the Council. Up to four meetings are anticipated and will be scheduled at the request of CITY OF FAYETTEVILLE.

PART B – DESIGN COORDINATION

1. Design Reviews

- a) The Program Management Team will call for and conduct reviews of the Consultants' designs at appropriate intervals throughout the design period of each construction package. During the Initial Design Reviews, BURNS & MCDONNELL ENGINEERING will assess the designers' progress to date, their compliance with the Design Criteria and Standards, and if CITY OF FAYETTEVILLE's concept for the facilities is being met. During the Intermediate and Final Reviews, BURNS & MCDONNELL ENGINEERING will continue the methodology established for the initial reviews, but additionally will check to see if previous comments have been considered and incorporated into the design. At the Final Review, the emphasis will be on whether the project is ready to be advertised for bidding. BURNS & MCDONNELL ENGINEERING will make a review of each Project Manual prepared before being released for bidding. The emphasis will be on whether CITY OF FAYETTEVILLE's and ASWCC's requirements have been met.
- b) Design reviews conducted by the Program Manager will not supplant the Consultants' own internal or external quality control procedures or design reviews. The Consultants shall be responsible for every aspect of the designs provided to CITY OF FAYETTEVILLE.
- c) Design Reviews are independent of the Value Engineering Studies being conducted at approximately the same time as the initial design reviews.
- d) It is anticipated in this Agreement that Consultants will print five copies of their work to date for each design review milestone for each construction package and submit them to BURNS & MCDONNELL ENGINEERING for review and comment at the following intervals:
 - 1) Initial Design Reviews will be conducted on each package at the approximate 25 percent to 30 percent completion level and where practicable, will be conducted during

approximately the same time period as, but independent of, the Value Engineering Studies. A total of 17 Initial Design Reviews is anticipated.

- 2) Intermediate Design Reviews will be conducted on the West Side Treatment Plant, the Noland Treatment Plant Solids Handling package, and the Noland Treatment Plant Headworks Modifications package at approximately the 60 percent completion level. A total of three Intermediate Design Reviews is anticipated.
- 3) Final Design Reviews will be conducted on each package at the approximate 95 percent completion level. A total of 17 Final Design Reviews is anticipated.

2. Procurement Coordination

- a) Using criteria and specifications furnished by the design Consultants, BURNS & MCDONNELL ENGINEERING will assemble procurement documents for purchase of large pumps by CITY OF FAYETTEVILLE. This procurement contract is intended to maximize uniformity of pumping equipment and to minimize spare parts and maintenance training. Receipt, installation, and start-up of the pumps shall be included in the various construction contracts prepared by the design consultants for the Fayetteville Wastewater System Improvements Project.
- b) BURNS & MCDONNELL ENGINEERING will review and comment on procurement documents prepared by the Consultants for other advanced purchase items by CITY OF FAYETTEVILLE. It is anticipated that one procurement contract for all belt filter presses to be used at the West Side facility and at the Noland facility will be prepared by Black & Veatch Corporation for purchase by CITY OF FAYETTEVILLE and the equipment purchase order assigned to construction contractor.

3. RLF Requirements

- a) Using data furnished by the Consultants, assemble a list of tax exempt equipment for each project and request certification from Arkansas Department of Environmental Quality NPDES Branch and Arkansas Department of Finance and Administration. Provide certifications to Consultants for inclusion in Project Manuals.
- b) Assist City in submitting Site Certificates (RLF-51) attesting that all land for construction has been obtained.

4. Value Engineering

- a) Provide Value Engineering Studies and planning sessions for each of the four major projects of the program. It is anticipated that one 4-day and one 5-day workshop each will be conducted for the existing Noland Treatment Plant projects and for the new West Side Treatment Plant and their ancillary projects. One 5-day workshop each will be conducted for the West Side Collection System and Pumping Station Improvements and for the East Side Collection System and Pumping Station Improvements.
- b) The initial workshop for each of the four major projects will be conducted at the "design memorandum" level of completion of the project. The Preliminary Design Reports already prepared by the Consultants during the Pre-Design Phase of the Program will be sufficient to commence initial workshops. Workshops are anticipated to be conducted in Fayetteville within four weeks of written Authorization of this Agreement for the Eastside Collection System, within six weeks of written Authorization for the West Side WWTP, within eight weeks of written Authorization for the West Side Collection System, and within 12 weeks of written Authorization for the Noland WWTP. Calendar dates for each workshop will be recommended to CITY OF FAYETTEVILLE within 14 days of written Authorization of this Agreement and forwarded to Consultants.
- c) Additional workshops will be conducted at an approximate "30 percent" completion level for only the West Side WWTP and the Noland WWTP projects. The 30 percent completion level is defined as when consultants reach a point where their respective designs are at a system level, i.e., systems are defined; selected; and laid out, but not designed; detailed; nor dimensioned, process flow diagrams, P&IDs, and preliminary sketches are prepared, concepts are formulated, unit costs and life cycle costs have been approximated, and pump types have been selected. Workshops are anticipated to be conducted in Fayetteville within 18 weeks of written Authorization of this Agreement for the West Side WWTP, and within 24 weeks of

written Authorization for the Noland WWTP. Calendar dates for each workshop will be recommended to CITY OF FAYETTEVILLE within 14 days of written Authorization of this Agreement and forwarded to Consultants.

- d) Value Engineering Studies are independent of the design reviews that may be conducted at approximately the same time as the Value Engineering Studies.

5. Permitting Facilitation

- a) Develop a "permitting process" that includes interim and final milestones for permit acquisition; integrate the process into the overall schedule and the schedule for the design of each project.
- b) Coordinate with each design consultant responsible for preparation and development of part or all of a permit application to be submitted to a state or federal agency to determine their perceived plan and schedule for future action.
- c) Coordinate and facilitate permit application development, submission, and review and participate in negotiations with each permitting agency and the consultant responsible for the specific permit.
- d) Coordinate and facilitate the "permitting process" with the consultant responsible for the specific permit; establish a single point of contact with each consultant to coordinate permit application preparation including required studies, analyses, and evaluations by each consultant.
- e) Identify or establish a single point of contact with each state or federal agency from which a permit will be required; monitor the permit process monthly (or other appropriate interval) or as required with the agency.
- f) Monitor the overall progress of each Consultant with permit responsibility; report periodically to CITY OF FAYETTEVILLE concerning the permitting process activities relative to the established milestones and design schedules for each project; provide recommendations to CITY OF FAYETTEVILLE for change if required to maintain overall design schedule.
- g) Coordinate and facilitate the "permitting process" so that a smooth transition occurs between the design and construction phases of the Program.
- h) Assumptions:
 - 1) Consultants responsible for permitting will be sufficiently competent to obtain the permits required.
 - 2) The Arkansas Department of Environmental Quality will ultimately be able to complete successful negotiations with CITY OF FAYETTEVILLE, with the Beaver Water District, and with the State of Oklahoma to allow the new West Side Wastewater Treatment Facility to be permitted; discharge limits will be obtainable under normal design considerations.
 - 3) There will be no legal action, injunction or other measures taken by interested parties that would temporarily or permanently halt design or construction, or preclude operation of the facility.
 - 4) If excessive seepage problems are found to occur or dewatering activities are projected to be required during construction, a separate National Pollutant Discharge Elimination System (NPDES) permit may be required; the potential for this permit should be recognizable during design.

END OF DOCUMENT

**CITY OF FAYETTEVILLE
AGREEMENT FOR PROFESSIONAL
PROGRAM MANAGEMENT SERVICES**

APPENDIX B – SCOPE OF SERVICES FOR BIDDING PHASE

This is Appendix B, consisting of 2 pages, referred to in and part of the Agreement For Professional Program Management Services between City of Fayetteville, Arkansas (CITY OF FAYETTEVILLE) and Burns & McDonnell Engineering Company, Inc., (BURNS & MCDONNELL ENGINEERING) dated _____.

Initial:

CITY OF FAYETTEVILLE _____

BURNS & MCDONNELL ENGINEERING _____

The following is the Scope of Services for the Bidding Phase.

Generally, the Bidding Phase of the Program will begin immediately after the bidding documents for the first construction project are completed and printed by others for distribution and will end upon BURNS & MCDONNELL ENGINEERING's final presentation to CITY OF FAYETTEVILLE of a recommendation for award of the last construction contract. Based on the Consultants' preliminary schedule, the Bidding Phase for the first construction project of the Program is anticipated to start as early as within three months of the written Authorization of this Agreement and will conclude with the last construction project of the Program approximately 24 months following written Authorization of this Agreement. It is anticipated that the overall Program will consist of a maximum of 17 project bidding packages. This Scope of Services is based on providing Bidding Phase services for each project spanning a two- to three-month period immediately following completion of each project's bidding documents. It is acknowledged that bidding and construction of some packages may be intentionally delayed after completion of design to take advantage of a more favorable construction environment at a future date or due to delays by others in completion of the designs. In the event that bidding of individual packages is delayed beyond the presently anticipated dates, BURNS & MCDONNELL ENGINEERING will request reconsideration of the scope and compensation for providing Bidding Phase Services.

PART A – BIDDING ASSISTANCE

1. **Program Administration**
 - a) Perform general administration and program management activities.
 - b) Prepare monthly written Program Progress Reports to CITY OF FAYETTEVILLE.
 - c) Maintain program web site (see Appendix C).
 - d) Maintain contact with Arkansas Soil and Water Conservation Commission (ASWCC).
 - e) Review, track, and recommend payment of Consultants' invoices to CITY OF FAYETTEVILLE.
 - f) Monitor and update the Master Schedule to reflect schedule changes.
 - g) Update and report the Program Budget to CITY OF FAYETTEVILLE.
 - h) Update the Program Budget as the construction contracts are awarded and advise CITY OF FAYETTEVILLE if it appears that the construction may exceed the Program Budget.
 - i) Prepare and furnish to CITY OF FAYETTEVILLE periodic updated cash flow projections.
2. **Advertisement.** Assist CITY OF FAYETTEVILLE in placing timely and properly worded advertisements for bids for construction packages in publications and media as required by CITY OF FAYETTEVILLE ordinances and the Revolving Loan Fund (RLF).
3. **Pre-Bid Conference.** Arrange for and conduct Pre-Bid Conferences. Summarize for prospective bidders the conditions of the bidding documents and the work to be completed under the

individual construction projects and how it affects the overall Program. Answer bidders' questions only where a specific reference can be made to the bidding documents.

4. **Clarifications and Modifications.** Receive bidders' questions before, during, and after the Pre-Bid Conferences and formulate replies to be issued by addendum by the Consultants. Only revisions to bidding documents will be issued by addendum and questions already sufficiently answered in the bidding documents will not be addressed in the addenda. Minutes of the Pre-Bid Meeting containing a log of questions received will be prepared and issued to all attendees. The minutes will contain responses to the questions where reference to a specific specification requirement can be made or when a specification requirement will be changed by addendum. The minutes of the Pre-Bid Meetings will not be issued by addendum nor become a part of the Bidding Documents.
5. **Addenda.** Receive, review, and recommend approval of all addenda prepared by the Consultants before issuance to planholders by others.
6. **Cost Opinions.** Receive the Consultants' Final Opinion of Probable Construction Costs, review and recommend revisions where necessary, and submit to CITY OF FAYETTEVILLE before opening of bids.
7. **Bid Opening.** Attend bid openings and assist with receipt and opening of bids if requested by CITY OF FAYETTEVILLE. Prepare bid tabulation forms and issue to all bidders if requested by CITY OF FAYETTEVILLE.
8. **Evaluation.** Evaluate the bids received and the low bidder's qualifications and make written recommendation to CITY OF FAYETTEVILLE for award of the contracts.
9. **Committee Presentation.** Attend Water and Sewer Committee meeting and CITY OF FAYETTEVILLE City Council meeting to recommend action by the bodies. Provide justification for making award and respond to questions from committee and Council.
10. **State and Other Submittals.** Assist CITY OF FAYETTEVILLE in making pre-bid and post-bid submittals to ADEQ and ASWCC as required by conditions of RLF. Assist CITY OF FAYETTEVILLE in notifying Department of Labor, Safety Division, of award of contracts that involve trench or excavation safety systems.
11. **Meetings.**
 - a) Schedule and conduct monthly a one-half day progress meeting in Fayetteville with CITY OF FAYETTEVILLE staff beginning at conclusion of the Design Phase of the last construction project and continuing through the completion of the Bidding Assistance portion of the Program. When possible, the meetings will be scheduled on dates to coincide with other progress; coordination; or conference meetings being conducted during the Design or Bidding Phases of the Program. A total of 3 meetings is anticipated.
 - b) Schedule and conduct Pre-Bid Meetings for each of the 17 anticipated construction packages. The meetings are anticipated to be held in Fayetteville during the second week of each advertisement period.
 - c) Attend bid opening ceremonies for each of the 17 anticipated construction packages. The bid openings are assumed to be scheduled at the end of each four-week advertisement period.
 - d) Attend committee and Council meetings to recommend action on each of the 17 anticipated construction packages. The meetings are assumed to be held within eight weeks of the bid openings.

END OF DOCUMENT

**CITY OF FAYETTEVILLE
AGREEMENT FOR PROFESSIONAL
PROGRAM MANAGEMENT SERVICES**

**APPENDIX C – SPECIAL TERMS AND CONDITIONS
INFORMATION TECHNOLOGIES AGREEMENTS**

This is **Appendix C**, consisting of 7 pages, referred to in and part of the **Agreement For Professional Program Management Services**, between City of Fayetteville, Arkansas (**CITY OF FAYETTEVILLE**) and Burns & McDonnell Engineering Company, Inc. (**BURNS & MCDONNELL ENGINEERING**) dated _____.

Initial:

CITY OF FAYETTEVILLE _____

BURNS & MCDONNELL ENGINEERING _____

These special terms and conditions shall control and apply only to the services provided in **Appendix A – Part A 1.g), Develop and Maintain Program Web Site**:

NOW THEREFORE, in consideration of the mutual promises set forth in the **AGREEMENT**, and these **SPECIAL TERMS AND CONDITIONS** herein, **BURNS & MCDONNELL ENGINEERING** and **CITY OF FAYETTEVILLE** (the "Parties") hereby agree as follows:

1. Definitions

- a) "Agreement" shall mean the underlying "Agreement for Professional Program Management Services" document containing the executed commercial terms of this contract including, but not limited to pricing and/or compensation and payment terms, time of performance, designated party representatives with authority to approve change orders, invoices, and receive notices.
- b) "CITY OF FAYETTEVILLE Materials" shall mean all information, data, specifications, software, documentation, tools, equipment and other materials provided by CITY OF FAYETTEVILLE to BURNS & MCDONNELL ENGINEERING, (including any CITY OF FAYETTEVILLE Software, CITY OF FAYETTEVILLE Information, and CITY OF FAYETTEVILLE Content) for use in rendering the Services and/or incorporation within the Work Product.
- c) "BURNS & MCDONNELL ENGINEERING Materials" shall mean all information, data, specifications, software, documentation, tools, equipment and other materials owned or developed by BURNS & MCDONNELL ENGINEERING (including any BURNS & MCDONNELL ENGINEERING Software, BURNS & MCDONNELL ENGINEERING Information, and BURNS & MCDONNELL ENGINEERING Content) in rendering the Services, and/or in developing the Work Product, and/or developed or otherwise owned by BURNS & MCDONNELL ENGINEERING prior to the Effective Date of this Agreement.
- d) "Services" shall mean the technical consulting services and/or the development of Work Product, and/or the provision of data processing/application hosting/web hosting services to be provided by BURNS & MCDONNELL ENGINEERING under these Special Conditions.
- e) "Statement of Work" shall mean **APPENDIX A – PART A 1.g) Develop and Maintain Program Web Site**.
- f) "Third Party Materials" shall mean all information, data, specifications, software, documentation, tools, equipment and other materials owned by a third party that is licensed or otherwise obtained by BURNS & MCDONNELL ENGINEERING (including any Third Party Software, Third Party Information, or Third Party Content) for use in connection with the Services and/or incorporation within the Work Product.
- g) "Work Product" shall mean all information, data, specifications, software, tools, documentation, equipment and other materials developed or otherwise obtained by BURNS & MCDONNELL ENGINEERING and provided to CITY OF FAYETTEVILLE (which may include a combination of CITY OF FAYETTEVILLE Materials, BURNS & MCDONNELL ENGINEERING Materials and Third Party Materials) as set forth in the Statement of Work.

Work Product shall include, but not be limited to, any partial or completed manifestation, representation, compilation, adaptation, translation, or integration of Materials in the instruments of service prepared or produces through BURNS & MCDONNELL ENGINEERING's physical or intellectual effort, or otherwise contained in any deliverables to the CITY OF FAYETTEVILLE.

2. Services

- a) **Services Generally.** BURNS & MCDONNELL ENGINEERING shall provide the Services and/or Work Product to CITY OF FAYETTEVILLE to provide APPENDIX A – PART A1.g) Develop and Maintain Program Web Site. These Special Terms and Conditions shall apply to all such Services and Work Product.
- b) **Scope of Services.** CITY OF FAYETTEVILLE agrees that BURNS & MCDONNELL ENGINEERING is responsible only for providing the Services and any Work Product, and BURNS & MCDONNELL ENGINEERING is not responsible for providing any services or performing any tasks not specifically required for APPENDIX A – PART A 1.g) Develop and Maintain Program Web Site
- c) **Revisions.** see Agreement
- d) **Development.** BURNS & MCDONNELL ENGINEERING shall develop and provide CITY OF FAYETTEVILLE with the services, and Work Product to provide APPENDIX A – PART A 1.g) Develop and Maintain Program Web Site. CITY OF FAYETTEVILLE acknowledges that the services and Work Product will be developed to operate on a specific platform and in a specific environment. BURNS & MCDONNELL ENGINEERING is not responsible for any modifications necessary to enable the services or Work Product to operate on a different platform and/or environment. It is understood that services and Work Product may contain a combination of CITY OF FAYETTEVILLE and/or BURNS & MCDONNELL ENGINEERING and/or Third Party Materials, including, but not limited to, Content and/or Software.
- e) **Support and Maintenance.** N/A

3. Propriety Rights and License

- a) **CITY OF FAYETTEVILLE Materials.** BURNS & MCDONNELL ENGINEERING acknowledges and agrees that CITY OF FAYETTEVILLE is and shall remain the owner of all right, title and interest in and to the CITY OF FAYETTEVILLE Materials, including, but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights therein. Notwithstanding the foregoing, CITY OF FAYETTEVILLE hereby grants to BURNS & MCDONNELL ENGINEERING a non-exclusive, royalty-free license to use the CITY OF FAYETTEVILLE Materials in rendering the Services and developing any Work Product under this Agreement.
- b) **BURNS & MCDONNELL ENGINEERING Materials and Work Product.** CITY OF FAYETTEVILLE acknowledges and agrees that BURNS & MCDONNELL ENGINEERING shall retain all right, title and interest in and to the BURNS & MCDONNELL ENGINEERING Materials, including, but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights therein, subject to CITY OF FAYETTEVILLE's ownership of CITY OF FAYETTEVILLE Materials as defined in Paragraph 3.a). BURNS & MCDONNELL ENGINEERING shall have the right to use or otherwise exploit the Work Product and BURNS & MCDONNELL ENGINEERING Materials in providing services to other clients, except that BURNS & MCDONNELL ENGINEERING shall not have the right to do so to the extent that the BURNS & MCDONNELL ENGINEERING Materials incorporates CITY OF FAYETTEVILLE Materials identified by CITY OF FAYETTEVILLE as proprietary and confidential. Notwithstanding the foregoing, upon receipt of full and final payment, BURNS & MCDONNELL ENGINEERING hereby grants to CITY OF FAYETTEVILLE a paid-up, perpetual, non-exclusive, non-transferable license to use the BURNS & MCDONNELL ENGINEERING Materials as incorporated into the Work Product supplied to CITY OF FAYETTEVILLE, subject to the limitations on use provided in Paragraph 3.e) and the remaining terms and conditions of this Agreement. BURNS & MCDONNELL ENGINEERING hereby reserves for itself all rights in and to any BURNS & MCDONNELL ENGINEERING Materials, including BURNS & MCDONNELL

ENGINEERING Application Software, Documentation, or Work Product not expressly granted to CITY OF FAYETTEVILLE herein.

- c) Third Party Materials. CITY OF FAYETTEVILLE acknowledges and agrees that any Third Party Materials incorporated into and/or provided as part of the Work Product shall be subject to the terms and conditions of the license granting BURNS & MCDONNELL ENGINEERING and/or CITY OF FAYETTEVILLE the right to use the Third Party Materials. CITY OF FAYETTEVILLE agrees to abide by all such terms and conditions.
- d) Notices. Unless otherwise agreed to in writing by the Parties, BURNS & MCDONNELL ENGINEERING shall have the right to place proprietary notices of BURNS & MCDONNELL ENGINEERING and any third party suppliers on the Work Product. In no event may CITY OF FAYETTEVILLE remove or alter any proprietary notice from the Work Product without BURNS & MCDONNELL ENGINEERING's prior written consent.
- e) Limitations on Use. CITY OF FAYETTEVILLE shall be entitled to use the Work Product for its internal business purposes only. CITY OF FAYETTEVILLE shall not license, sublicense, resell, rent, lease or otherwise transfer the Work Product to any third party. CITY OF FAYETTEVILLE may not use, operate, allow access, or allow any third party to use, access, or operate in any matter, or for any application or at any location the Services and Work Product not otherwise anticipated. CITY OF FAYETTEVILLE shall not permit any modifications, extensions, completion, or alterations to the Services or Work Product by CITY OF FAYETTEVILLE or others, without prior written consent of BURNS & MCDONNELL ENGINEERING. CITY OF FAYETTEVILLE shall release, defend, indemnify, and hold BURNS & MCDONNELL ENGINEERING harmless for any such unauthorized activity.

4. Confidentiality

- a) Definition. The term "Confidential Information" shall mean all BURNS & MCDONNELL ENGINEERING Materials and information, including, but not limited to, drawings, plans, specifications, algorithms, software, techniques, processes, product designs, inventions, business plans, financial information, customer lists, and other information or documentation owned or possessed or used by BURNS & MCDONNELL ENGINEERING prior to the Agreement, or developed during or as result of or the Agreement. In addition, any Materials, data, or information that is orally or visually disclosed to BURNS & MCDONNELL ENGINEERING by CITY OF FAYETTEVILLE that is not designated in writing as "Confidential" at the time of disclosure, but within thirty (30) days after such disclosure the CITY OF FAYETTEVILLE delivers to the BURNS & MCDONNELL ENGINEERING a written notice describing such information as "Confidential" and referencing the place and date of such disclosure and the names of the employees of the receiving party, shall constitute Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes public through no act or omission on the part of the receiving party, (b) is disclosed to a third party by the disclosing party without restriction on such third party, (c) is in the receiving party's possession at or prior to the time of disclosure by the disclosing party, (d) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (e) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or (f) is released from confidential treatment by written consent of the disclosing party.
- b) Nondisclosure of Confidential Information. BURNS & MCDONNELL ENGINEERING and CITY OF FAYETTEVILLE acknowledge and agree that each party (and its subcontractor(s), if any), in performing its obligations under this Agreement, shall have access to or be directly or indirectly exposed to each other's Confidential Information. Each party shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express written consent of the other party. Each party shall use reasonable measures and efforts to provide protection for each other's Confidential Information, including measures at least as strict as those each party uses to protect its own Confidential Information. Such measures shall include, without limitation, requiring employees and independent contractors to sign a non-disclosure agreement before obtaining access to the other party's Confidential Information.

- c) **User Codes and Passwords.** CITY OF FAYETTEVILLE is responsible for maintaining the confidentiality of any user names and/or passwords (if any) as assigned to CITY OF FAYETTEVILLE and/or its end users. Until sole responsibility or system testing, operations, or security passes to CITY OF FAYETTEVILLE, CITY OF FAYETTEVILLE agrees to immediately notify BURNS & MCDONNELL ENGINEERING of any loss or theft of a user code and/or password, or if the confidentiality of a user code and/or password has otherwise been compromised. BURNS & MCDONNELL ENGINEERING will not be responsible for any loss or damage arising in any way from unauthorized access to information through a user code or password.

5. CITY OF FAYETTEVILLE Responsibilities

- a) CITY OF FAYETTEVILLE acknowledges and agrees that CITY OF FAYETTEVILLE is solely responsible for:
 - 1) assuring that the Services provided in APPENDIX A – PART A 1.g) Develop and Maintain Program Web Site, are sufficient to meet the needs of CITY OF FAYETTEVILLE;
 - 2) timely providing BURNS & MCDONNELL ENGINEERING with all requested information reasonably required for the performance of the Services by BURNS & MCDONNELL ENGINEERING under this Agreement;
 - 3) cooperating fully with BURNS & MCDONNELL ENGINEERING in the performance of the Services by BURNS & MCDONNELL ENGINEERING under this Agreement;
 - 4) providing reasonable access to CITY OF FAYETTEVILLE's premises, as necessary, for the performance of the Services by BURNS & MCDONNELL ENGINEERING under this Agreement;
 - 5) designating in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the Services provided by BURNS & MCDONNELL ENGINEERING under this Agreement (such person shall have complete authority to transmit instructions, receive information, and interpret and define CITY OF FAYETTEVILLE's decisions with respect to all matters pertinent to the Services provided by BURNS & MCDONNELL ENGINEERING under this Agreement);
 - 6) giving prompt written notice to BURNS & MCDONNELL ENGINEERING whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Services provided by BURNS & MCDONNELL ENGINEERING under this Agreement;
 - 7) assuring that BURNS & MCDONNELL ENGINEERING is fully informed of any information that is known to CITY OF FAYETTEVILLE that is important or essential to BURNS & MCDONNELL ENGINEERING's performance of the Services or that would otherwise impair or impact the BURNS & MCDONNELL ENGINEERING's performance of the Services, including, but not limited to, any special operating conditions, user requirements, systems requirements or conditions, and
 - 8) assuring that CITY OF FAYETTEVILLE's use of any Work Product is in compliance with all applicable laws, statutes, rules and regulations, including, without limitation, intellectual property, consumer protection, securities regulation, child pornography, obscenity, data privacy, data transfer, telecommunications, import/export and lottery laws.
- b) Should CITY OF FAYETTEVILLE fail to fulfill any of the responsibilities provided hereunder, BURNS & MCDONNELL ENGINEERING may, in addition to any other remedies set forth herein, after giving seven (7) days written notice to CITY OF FAYETTEVILLE, suspend performance of the Services without liability to CITY OF FAYETTEVILLE until CITY OF FAYETTEVILLE has fulfilled such responsibilities.
- c) It is understood and agreed that the functionality, purpose and anticipated use of the Work Product and Services are to be determined by CITY OF FAYETTEVILLE. Under this Agreement, BURNS & MCDONNELL ENGINEERING is agreeing to utilize its technical skills to develop the Work Product and otherwise provide the Services in conformity with the functionality, use and purpose prescribed by APPENDIX A – PART A 1.g), but is not undertaking and hereby disclaims any obligation to assure that such functionality, purpose and anticipated use is in compliance with all laws, statutes, rules and regulations and does not

infringe upon the rights of any third party. CITY OF FAYETTEVILLE is responsible for assuring that the functionality, purpose and anticipated use of the Work Product and Services is in compliance with all laws, statutes, rules and regulations and does not infringe upon the rights of any third party.

6. Fees, Payment, and Taxes. see Agreement

7. Representations and Warranties, Limitations of Liability and Indemnification

- a) CITY OF FAYETTEVILLE represents and warrants, as applicable, that:
 - 1) it has full authority to enter into this Agreement;
 - 2) the CITY OF FAYETTEVILLE Materials provided by CITY OF FAYETTEVILLE for use in conjunction with the Services and/or incorporation into the Work Product are owned or licensed to CITY OF FAYETTEVILLE, and the CITY OF FAYETTEVILLE is authorized to grant BURNS & MCDONNELL ENGINEERING the right to use the same under this Agreement;
 - 3) the CITY OF FAYETTEVILLE Materials provided by CITY OF FAYETTEVILLE for use in conjunction with the Services and/or incorporation into the Work Product do not and shall not infringe or violate any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or other proprietary rights;
 - 4) the CITY OF FAYETTEVILLE will not allow or participate in any unauthorized use, access, or operations of BURNS & MCDONNELL ENGINEERING provided services or Work Product, by CITY OF FAYETTEVILLE or any third party.
- b) BURNS & MCDONNELL ENGINEERING represents and warrants, as applicable, that:
 - 1) it has full authority to enter into this Agreement;
 - 2) BURNS & MCDONNELL ENGINEERING will exercise reasonable skill, care and diligence in the performance of the Services under this Agreement and will carry out its responsibilities in accordance with customarily accepted standards of good professional practices in effect at the time of performance. Should BURNS & MCDONNELL ENGINEERING fail to meet this standard, and, CITY OF FAYETTEVILLE notifies BURNS & MCDONNELL ENGINEERING in writing within thirty (30) days of completion of the Services and/or delivery of the Work Product, CITY OF FAYETTEVILLE's sole remedy shall be for BURNS & MCDONNELL ENGINEERING, at BURNS & MCDONNELL ENGINEERING's option, to either (1) provide the services necessary to correct those errors or deficiencies at BURNS & MCDONNELL ENGINEERING's cost, or (2) refund to CITY OF FAYETTEVILLE the amount paid to BURNS & MCDONNELL ENGINEERING for such services provided as APPENDIX A – PART A 1.g) Develop and Maintain Program Web Site. Correction or refund shall be BURNS & MCDONNELL ENGINEERING's sole obligation and CITY OF FAYETTEVILLE's sole remedy for any failure of BURNS & MCDONNELL ENGINEERING to meet the prescribed standard of care.
- c) Third Party Materials and Subcontractors. BURNS & MCDONNELL ENGINEERING shall, for the protection of CITY OF FAYETTEVILLE, request from all licensors of Third Party Materials and any subcontractors of services, guarantees with respect to such software and services which will be made available to CITY OF FAYETTEVILLE to the full extent of the terms thereof. BURNS & MCDONNELL ENGINEERING's responsibility with respect to such software or services obtained from such licensors and subcontractors shall be limited to the assignment of such guarantees and remedies and rendering reasonable assistance to CITY OF FAYETTEVILLE for the purposes of enforcing the same.
- d) No Security Warranty. BURNS & MCDONNELL ENGINEERING shall utilize commercially reasonable efforts to assure that any security precautions are taken to protect the Services, Materials, and Work Product. However, CITY OF FAYETTEVILLE acknowledges that security breaches can occur, even if such security precautions are taken. BURNS & MCDONNELL ENGINEERING does not guarantee that its security precautions will prevent loss, alterations, or unauthorized access to the services, Materials, or Work Product.
- e) General Disclaimer. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPHS 7.a) AND 7.b) ARE LIMITED WARRANTIES AND ARE THE ONLY

WARRANTIES MADE BY THE RESPECTIVE PARTIES. THE PARTIES EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICES AND WORK PRODUCT PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

- f) **Disclaimer of Third Party Actions.** BURNS & MCDONNELL ENGINEERING DOES NOT AND CANNOT CONTROL THE PERFORMANCE OF ANY PRODUCTS OR SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTION OR INACTION BY THIRD PARTIES CAN IMPAIR OR DISRUPT BURNS & MCDONNELL ENGINEERING'S SERVICES OR WORK PRODUCT. BURNS & MCDONNELL ENGINEERING MAKES NO REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE PRODUCTS OR SERVICES OF ANY THIRD PARTY, INCLUDING PROVIDERS OF TELECOMMUNICATIONS, HARDWARE OR EQUIPMENT PRODUCTS OR SERVICES. SUCH PRODUCTS AND SERVICES ARE NOT PROMISED TO BE FREE OF ERROR OR INTERRUPTION, AND BURNS & MCDONNELL ENGINEERING EXPRESSLY DISCLAIMS ALL LIABILITIES ARISING FROM ANY SUCH ERROR, INTERRUPTION OR OTHER FAILURE.
- g) **Limitation of Liability.** NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL BURNS & MCDONNELL ENGINEERING BE LIABLE TO CITY OF FAYETTEVILLE OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, INCREASED PROJECT COSTS, LOSS OF REVENUE, PROFIT OR SAVINGS, LOST PRODUCTION, FINES OR PENALTIES FROM ALL CAUSES OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
- h) **Cumulative Liability.** NOTWITHSTANDING THE FOREGOING, BURNS & MCDONNELL ENGINEERING'S CUMULATIVE LIABILITY TO CITY OF FAYETTEVILLE RELATING IN ANY MANNER TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CITY OF FAYETTEVILLE TO BURNS & MCDONNELL ENGINEERING UNDER THIS AGREEMENT ONLY. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, BREACH OF SECURITY AND OTHER TORTS.
- i) **Indemnification.** CITY OF FAYETTEVILLE agrees to indemnify, defend, and hold harmless BURNS & MCDONNELL ENGINEERING, its directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties") with respect to any claim, demand, cause of action, judgment, debt or liability (including reasonable attorneys' fees) brought against any of the Indemnified Parties by a third party, to the extent that such claim, demand, cause of action, judgment, debt or liability results from or relates to BURNS & MCDONNELL ENGINEERING's performance of the Services or the use of the Work Product under this Agreement, unless such claim, demand, cause of action, judgment, debt or liability is the result of a breach by BURNS & MCDONNELL ENGINEERING of any of the representations and warranties provided in Paragraph 7.b).
- j) **Notice.** In claiming any indemnification hereunder, BURNS & MCDONNELL ENGINEERING shall promptly provide CITY OF FAYETTEVILLE with written notice of any claim which BURNS & MCDONNELL ENGINEERING believes falls within the scope of Paragraph 7.i) above. CITY OF FAYETTEVILLE shall have sole control of the defense of any such claim and all negotiations relative to the settlement of any such claim. BURNS & MCDONNELL ENGINEERING shall cooperate reasonably with CITY OF FAYETTEVILLE, at CITY OF FAYETTEVILLE's expense, in the defense or settlement of any such claim.

8. Term, Termination, and Renewal see Agreement

- a) **Post Termination Obligations.** Termination of this Agreement will not terminate the perpetual license granted to CITY OF FAYETTEVILLE for use of the Work Product, but such license

shall be limited and restricted in nature as set forth in this Agreement. All provisions of this Agreement relating to proprietary rights, confidentiality, payment obligations, representations and warranties, limitation of liability, and indemnification obligations shall survive the termination of this Agreement.

9. General Provisions

- a) **Entire Agreement.** These Special Conditions constitutes the entire Agreement between the Parties with respect to the Services provided hereunder APPENDIX A – PART A 1.g) Develop and Maintain Program Web Site and there are no representations, understandings or agreements which are not fully expressed in this Agreement. Notwithstanding the foregoing, it is understood that the Parties may enter into separate agreement(s) relating to other services.
- b) **Amendments.** No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.
- c) **Severability.** If any provision of this Agreement is determined to be invalid under any applicable law, statute, rule or regulation, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.
- d) **Headings.** The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- e) **Independent Contractors.** BURNS & MCDONNELL ENGINEERING and its personnel, in performance of this Agreement, are acting as independent contractors and not employees of agents of CITY OF FAYETTEVILLE.
- f) **Subcontractors.** BURNS & MCDONNELL ENGINEERING may, in addition to its own employees, engage subcontractors to perform all or part of the Services under this Agreement. The engagement of such subcontractors by BURNS & MCDONNELL ENGINEERING shall not relieve BURNS & MCDONNELL ENGINEERING of its obligations under this Agreement. Each subcontractor shall agree in writing to abide by the confidentiality provisions of Section 4 of this Agreement.
- g) **Proprietary Rights.** Notwithstanding anything in this Agreement to the contrary, BURNS & MCDONNELL ENGINEERING shall be free to use for any purpose any information in intangible form that may be retained by persons performing the Services under this Agreement, including, but not limited to, ideas, processes, concepts, know-how and techniques, as well as any information and materials that are in the public domain.
- h) **CITY OF FAYETTEVILLE Identification.** BURNS & MCDONNELL ENGINEERING may use the name and identity of CITY OF FAYETTEVILLE as a BURNS & MCDONNELL ENGINEERING client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.
- i) **Force Majeure.** Except for the payment of fees by CITY OF FAYETTEVILLE, if the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any technical difficulties or mechanical failures of computer equipment (provided that such party has taken reasonable steps to avoid such difficulties or failures), interruption or failure of telecommunications links, Internet slow-downs or failures, flood, riot, fire, judicial or governmental action, labor disputes, act of God, war, acts of terrorism, or any other causes beyond the control of either party, then that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.
- j) **Choice of Law.** see Agreement
- k) **Disputes.** see Agreement
- l) **Assignment.** see Agreement
- m) **Waiver.** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

END OF DOCUMENT

CH2M HILL
Stream Modeling and NPDES Permitting

- 1. CONSULTANT OVERVIEW SHEET**
- 2. PRELIMINARY OPINION ON ALTERNATE
DISCHARGE POINT-MARCH 21, 2003**
- 3. PROFESSIONAL SERVICES AGREEMENT**

CH2M
HILL



WASTEWATER SYSTEM IMPROVEMENT PROJECT FAYETTEVILLE, ARKANSAS

PROJECT TITLE: Stream Modeling and NPDES Permitting Assistance

CONSULTANT: CH2M HILL
502 South Main, #400
Tulsa, Oklahoma
Contact: Murry Fleming
523 S. Louisiana, #304
Little Rock, Arkansas 72201
Contact: Bob Blanz

SUB-CONTRACTOR: Subcontract:
University of Arkansas
Civil Engineering Department
Contact: Rod William

COMPANY BACKGROUND: CH2M HILL is an employee-owned, multinational firm providing engineering, construction, operations and related services to public and private clients in numerous industries on six continents. More than 11,000 professional, technical, and administrative staff offer services that help our clients take any project from concept to reality. In 2002, *Engineering NewsRecord* ranked CH2M HILL fourth and our professional staff receives numerous industry awards yearly. We designed the existing Nolan WWTP for Fayetteville and completed the most recent Facility Plan.

PROJECT DESCRIPTION: Project will involve assessing the capability of both the White River and the Goose Creek/Illinois Streams in receiving the treated wastewater flows from the existing Noland and West Side Wastewater Treatment Plants. Based upon the findings discharge permits will be prepared and submitted to the appropriate regulatory agencies. Effluent limitations will also be used by the plant designer to appropriately select and size the treatment process units.

SCOPE OF SERVICES TO BE PROVIDED: Preliminary stream dissolved oxygen study will be updated to include review comments as well as expanded to reflect the proposed location of the West Side Wastewater Treatment Plant discharge on Upper Goose Creek. Additional field data for the Upper Goose Creek stream reach will be obtained through a subcontract with the U of A Civil Engineering Department. The updated data will be used to develop the necessary stream models needed to determine the treatment requirements and to use as documentation for the basis of submitting a permit request to ADEQ. A new permit will be requested for the West Side Plant as well as revisions to the existing permit for the Noland plant.

CONSULTING SERVICES NOT IN CURRENT SCOPE: The full scope of a project of this nature cannot be completely envisioned at this time. Issues such as opposition to the project, regulatory requirements and other unknowns could have a significant impact on the anticipated work scope. Examples of such unknown tasks could include a plant capacity study, additional water quality sampling, analysis and modeling, other unanticipated regulatory requirements, additional support for meeting and public information, and litigation assistance to the City.

CONSTRUCTION COST ESTIMATE FOR THIS PORTION OF THE PROJECT: The scope of this project does not include facility design and construction costs which are covered by other engineering consultants.

CONSULTANT SERVICES CONTRACT AMOUNT FOR THE LISTED SCOPE OF SERVICES: \$ 150,610



CH2MHILL

CH2M HILL
502 S. Main
4th Floor
Tulsa, OK 74103-4425
Tel 918.583.3067
Fax 918.584.5828

March 21, 2003

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RECEIVED

MAR 24 2003

**CITY OF FAYETTEVILLE
MAYOR'S OFFICE**

Greg Boettcher, P.E.
Water & Wastewater Director
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Subject: Modified Plant Discharge Location
Preliminary Modeling Results

Dear Mr Boettcher:

As a result of discussions with the project design engineers and at your request we have performed preliminary model runs were performed to identify the potential effects of a modified discharge location on the future NPDES effluent limitations. A summary table is attached that shows the potential benefits during the "critical" or pre-dawn conditions. Additionally, for your general information I am including a listing of modeling conditions and assumptions made by our staff who specifically performed the modeling work.

In general, moving the discharge point upstream near the location of the wastewater treatment plant resulted in effluent limits that became less stringent. This is what was anticipated, however, the preliminary modeling runs needed to be performed to confirm this presumption. We would expect that the two other seasonal conditions would also indicate similar results as did the modeled 7Q10 critical condition since they are less restrictive.

Some additional field flow data will need to be collected during flow conditions that allow a determination to be made on the extent that upper Goose Creek may be a "losing" stream. This is necessary so that the appropriate flows can be modeled downstream of the Owl / Goose confluence. Also, the same data can be utilized to assist in making a determination relative to the potential flooding that was mentioned as a concern.

Based upon the information above it would appear that locating the plant's discharge on the plant site and upstream of the Owl/Goose confluence will be beneficial to the operational flexibility of the proposed new plant. As outlined in your letter of February 26, 2003 we will await you instruction relative to pursuing this option in completion of the final modeling effort and as a basis for the NPDES permit limits.

Goose Creek/Illinois River Multi SMP Model Runs

TO: Tom Dupuis
FROM: Gloria Beattie
DATE: March 13, 2003

The Goose Creek/Illinois River Multi SMP model was extended to include three additional reaches upstream of the previous model. A few comments relative to the new model runs follow:

- Location of the proposed upstream discharge point was indicated on maps provided by James Ulmer of McGoodwin, Williams and Yates, Inc.
- The length, location, and slope assigned to each of the three additional reaches was extracted from the Flood Hazard Study conducted by the Corps of Engineers on Goose Creek and the relevant HEC-RAS input files.
- Initially I considered using the velocity and depth predicted by HEC-RAS for the 7Q10 flows for the three additional upstream reaches. However, these values are not consistent with previous modeling assumptions for Goose Creek. The HEC-RAS model was set up for flood flows – not 7Q10 conditions. As a result, the cross sections are adequate to predict flooding but not detailed enough to define the low-flow channel required for the Multi-SMP analysis. Data point GC-1 (included in the May, 1998 Dissolved Oxygen Study) is located in the new Reach 3. Therefore, hydraulic coefficients previously developed from data point GC-1 were used for Reach 3. New hydraulic coefficients were estimated for Reach 1 and Reach 2. Since no data are available for these reaches, the coefficients were estimated to provide velocity and depth predictions that are reasonable and consistent with previous modeling efforts.
- For each of the new upstream reaches, values for K_d , NH_3 decay, SOD, and P-R are assumed to be the same as those previously used for the most upstream Goose Creek reach. These values are from the 1998 Pre-Dawn Calibration Runs as reported in the 1998 Dissolved Oxygen Study.
- The extended model was set up to include additional discharges for the Farmington Branch of Goose Creek and Owl Creek. Since these were 7Q10 runs, the upstream flow rate as well as these two additional discharges was set to zero.
- The model runs incorporate revisions pursuant to comments from FTN and EPA. Escape coefficients for Tsivoglou are consistent with flowrate guidelines, SOD has been temperature corrected, K_a has been capped at 15/day for some runs as noted in the following table, and hydraulic coefficients were adjusted so that $b+d \leq 1$.

Clearly, additional field data are necessary to correctly predict velocity and depth for the new upstream reaches. However, the new model runs indicate that discharge further upstream would allow higher limits for BOD_5 and NH_3 . Furthermore, oxygenation of the effluent could be reduced. The following table summarizes results of the Pre-Dawn modeling runs.

Greg Boettcher, P.E.

Page 2

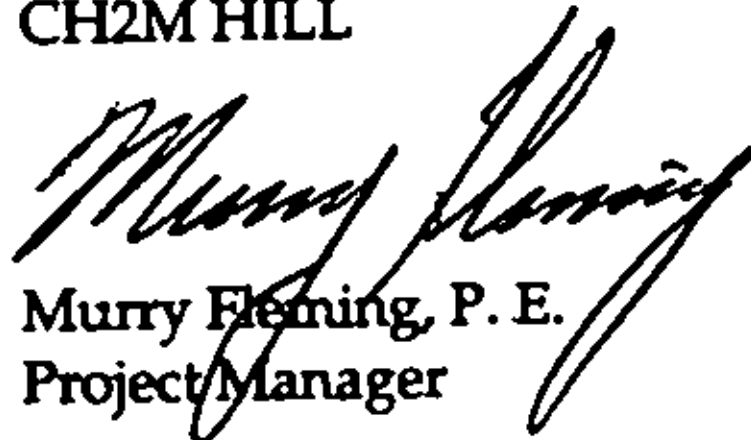
March 21, 2003

It would appear there is a benefit to the revised location on the discharge location both in Construction cost savings of the outfall line as well as the potentially less restrictive permit limits. If the City prefers this modified outfall location, we will proceed with updating the previous draft contract amendment initially prepared in June 2002 and resubmit for your review and authorization.

Please call if you have any questions or wish to discuss the findings of the preliminary modeling runs.

Sincerely,

CH2M HILL



Murry Fleming, P. E.
Project Manager

c: Tom Dupuis/CH2M HILL
Bob Blanz/CH2M HILL

Pre-Dawn Runs (7Q10, temperature = 29) and 17.8 mgd Effluent Discharge

Run ID	Effluent Limits			D.O. (mg/L)		Applicable Reach	Comments
	BOD ₅	NH ₃	D.O.	Std.	Min.		
GOOSE18X	1.8	1.0	6.92	4.0	5.0	Reaches 1-4	Original Model (from confluence with Owl)
				5.0	5.0	Reaches 5-7	Revised per FTN and EPA
GOOSE18A	2.0	1.3	6.92	4.0	5.11	Reaches 1-7	Extended Model (includes upstream reaches)
				5.0	4.98	Reaches 8-10	K _a calculated with Tsivoglou Escape Coefficients = 0.054
GOOSE18B	2.0	1.3	6.92	4.0	5.11	Reaches 1-7	Extended Model (includes upstream reaches)
				5.0	4.98	Reaches 8-10	K _a capped at 15 or K _a calculated with Tsivoglou
GOOSE70%	2.0	1.3	5.38	4.0	5.11	Reaches 1-7	Extended Model (includes upstream reaches)
				5.0	4.98	Reaches 8-10	Effluent D.O. reduced to 70% Saturation K _a capped at 15
GOOSE60%	2.0	1.3	4.61	4.0	5.11	Reaches 1-7	Extended Model (includes upstream reaches)
				5.0	4.98	Reaches 8-10	Effluent D.O. reduced to 60% Saturation K _a capped at 15

Pre-Dawn Runs (7Q10, temperature = 29) and 15.0 mgd Effluent Discharge

Run ID	Effluent Limits			D.O. (mg/L)		Applicable Reach	Comments
	BOD ₅	NH ₃	D.O.	Std.	Min.		
GOOSE18Y	3.0	1.0	6.92	4.0	5.0	Reaches 1-4	Original Model (from confluence with Owl)
				5.0	5.0	Reaches 5-7	
GOOSE18C	3.0	1.8	6.92	4.0	4.95	Reaches 1-7	Extended Model (includes upstream reaches)
				5.0	4.95	Reaches 8-10	K _a calculated with Tsivoglou Escape Coefficients = 0.079
GOOSE18D	3.0	1.8	6.92	4.0	4.95	Reaches 1-7	Extended Model (includes upstream reaches)
				5.0	4.95	Reaches 8-10	K _a capped at 15 or K _a calculated with Tsivoglou

Pre-Dawn Runs (7Q10, temperature = 29) and 10.0 mgd Effluent Discharge

Run ID	Effluent Limits			D.O. (mg/L)		Applicable Reach	Comments
	BOD ₅	NH ₃	D.O.	Std.	Min.		
GOOSE18Z	2.6	1.0	6.92	4.0	5.0	Reaches 1-4	Original Model (from confluence with Owl)
				5.0	5.0	Reaches 5-7	
GOOSE18E	3.0	1.5	6.92	4.0	4.90	Reaches 1-7	Extended Model (includes upstream reaches)
				5.0	4.96	Reaches 8-10	K _a calculated with Tsivoglou Escape Coefficients = 0.079
GOOSE18F	3.0	1.5	6.92	4.0	4.90	Reaches 1-7	Extended Model (includes upstream reaches)
				5.0	4.96	Reaches 8-10	K _a capped at 15 or K _a calculated with Tsivoglou

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CH2M HILL, INC.

THIS AGREEMENT is made as of _____, 2003, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and CH2M HILL, Inc. with offices located in Tulsa, OK and Little Rock, AR.(hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, construction, operation, maintenance, management, and financing of the Fayetteville Wastewater System Improvement Project and in particular Goose Creek / Illinois and White River Dissolved Oxygen Study and NPDES permitting assistance (The "Project"). Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of the ENGINEER'S services on the Project. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER
- 1.3 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, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

- 2.1.1 Provide professional engineering services in connection with the Project as hereinafter stated, which shall include engineering and environmental consulting services incidental thereto. The detailed scope of services specifically defines the ENGINEER'S responsibilities and is included in Appendix A.
- 2.1.2 CITY OF FAYETTEVILLE has retained the services of BURNS & McDONNELL ENGINEERING COMPANY, INC., a Missouri Corporation specializing in consulting engineering services, as the "Program Manager" for the Wastewater System Improvement Project. The professional design services to which this Agreement applies are a part of the Wastewater System Improvement Project. ENGINEER shall coordinate their activities and services primarily with Program Manager and all other parties that CITY OF FAYETTEVILLE may contract with for program management or professional design services as a part of the Wastewater System Improvement Project. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the services in Appendix A.
- 2.1.2.1 Develop and include as a part of Appendix A of this Agreement for approval by CITY OF FAYETTEVILLE a project schedule which shall include, in acceptable level of detail, the steps and milestone dates to be undertaken by ENGINEER in completion of this Project.
- 2.1.2.2 The Project Schedule shall consist of a bar chart schedule depicting the duration of each sub-project and the discrete milestone activities, which make up the sub-projects. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration.
- 2.1.3 Provide through subcontract services or data such as geotechnical investigations, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment as necessary for authorized Project services.
- 2.1.3.1 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided and the value of the subcontract agreement.

- 2.1.3.2 Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the Submittal Schedule contained in the Memorandum of Agreement, as amended, between ASWCC and the CITY OF FAYETTEVILLE and require all ENGINEER's subconsultants to be bound by the Submittal Schedule.
- 2.1.4 Render monthly Work progress reports to CITY OF FAYETTEVILLE and Program Manager and confirm status of compliance with schedule.
- 2.1.5 The draft report shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, prior to submittal to the ADEQ.
- 2.1.6 See Attachment A, Scope of Work, for additional services or clarification of services to be provided by ENGINEER.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Extra Services

- 3.1.1.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE. Due to the nature of this Project, additional work scope tasks and assistance to the CITY OF FAYETTEVILLE is anticipated, however, the level of effort associated with the additional scope cannot be estimated at this time. Any additional work tasks will be documented and notification provided as required in Paragraph 3.2.

3.2 Contingent Additional Services

- 3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond ENGINEER's control, ENGINEER shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that

such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to ENGINEER. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, ENGINEER shall have no obligation to provide those services.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER:

- 4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 4.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to ENGINEER whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.

- 4.9 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.10 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Compensation

6.1.1 Professional Consulting Services

For the Scope of Services described herein, CITY OF FAYETTEVILLE shall pay ENGINEER, as compensation for services set forth in Attachment A. ENGINEER will be compensated on the basis of a cost reimbursement plus fixed fee contract. The costs and basis for compensation are shown on the Attachment B "Labor Hour Breakdown" and includes all project costs including labor, overhead, direct expenses, subcontracts and fixed fee. The total contract amount is One Hundred Fifty Thousand Six Hundred Ten Dollars United States Dollars (US \$150,610).

- 6.1.1.1 Subject to the City Council approval, adjustment of the total contract amount may be made should ENGINEER establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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. Changes, modifications or amendments in scope, price or fees to this Contract shall not be allowed without formal contract amendment

approved by the Mayor and the City Council in advance of the change in scope, cost, fees, or delivery schedule.

- 6.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Design services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project design schedule as the basis for determining the value earned as the work is accomplished. Final payment shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Project.

6.1.2 Additional Services

For authorized Additional engineering services under Section 3, "Extra Services", compensation to ENGINEER shall be negotiated at the time Additional services are authorized. Due to the nature of the project needs, other work items may be required in the future but their scope cannot be determined at this time. Therefore, the CITY OF FAYETTEVILLE may choose to amend this contract for additional assistance on such items as additional public information assistance, additional regulatory requirements, plant capacity evaluation, litigation assistance, etc. Any additional service will be specifically identified and scoped at the request of the CITY OF FAYETTEVILLE.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted in electronic format simultaneously to CITY OF FAYETTEVILLE and Program Manager, followed by signed original document to CITY OF FAYETTEVILLE. Statements will be based on ENGINEER's estimated percent of services completed at the end of the preceding month, and justified by the updated progress schedule. Program Manager shall review the statement and forward them to CITY OF FAYETTEVILLE with his recommendations.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF

FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

7.1.2 Construction Contractors shall be required to provide (or CITY OF FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and BURNS & McDONNELL and ENGINEER as additional insureds, or, to endorse CITY OF FAYETTEVILLE, BURNS & McDONNELL and ENGINEER as additional insureds on construction Contractor's liability insurance policies covering claims for personal injuries and property damage Professional Responsibility

7.1.3 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. ENGINEER agrees not to seek or accept any compensation or reimbursements from the City of Fayetteville for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.

7.1.4 In addition ENGINEER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by ENGINEER's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.2 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of ENGINEER.

7.3 Termination

7.3.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

- 7.3.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 7.3.1.2 An opportunity for consultation with the terminating party prior to termination.
- 7.3.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
 - 7.3.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 7.3.2.2 An opportunity for consultation with the terminating party prior to termination.
- 7.3.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 7.3.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 7.3.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 7.3.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 7.3.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, ENGINEER shall:
 - 7.3.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 7.3.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

7.3.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

7.3.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.4 Delays

In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

7.5 Rights and Benefits

ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

7.6 Dispute Resolution

7.6.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

7.6.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.6.3 Notice of Dispute

7.6.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.6.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

7.6.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the Vice President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.7 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

7.8 Publications

Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

7.9 Indemnification

7.9.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE, BURNS & McDONNELL, and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

7.10 Computer Models

ENGINEER may use or modify ENGINEER's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or ENGINEER may develop computer models during ENGINEER's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by ENGINEER does not constitute a license to CITY OF FAYETTEVILLE to use or modify ENGINEER's computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. CITY OF FAYETTEVILLE and ENGINEER will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use ENGINEER's computer models.

7.11 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. 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 CITY OF FAYETTEVILLE 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 drawings 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.

7.12 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701
Attn: Greg Boettcher

ENGINEER's address:

CH2M HILL
502 S. Main, #400
Tulsa, Oklahoma 74103
Attn: Murry Fleming

7.13 Successor and Assigns

CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.14 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.15 Entire Agreement

This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document,

whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of ENGINEER:

- 8.1.1 CITY OF FAYETTEVILLE's or Arkansas Soil and Water Conservation Commission's (ASWCC's) review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor ASWCC's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 8.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 8.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

- 8.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by

ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

- 8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- 8.3.3 This right of access clause (with respect to financial records) applies to:
 - 8.3.3.1 Negotiated prime agreements:
 - 8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - 8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:
 - 8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;
 - 8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.5 Gratuities

8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF

FAYETTEVILLE, ENGINEER will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7 Debarment And Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: CH2M HILL, Inc.

SIGNATURE: _____ DATE: _____

PRINTED NAME: Murry Fleming TITLE: Vice President

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CH2M HILL, INC.

By: _____

Title: Vice President

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Attachment B
Fayetteville, Arkansas
NPDES Permit Application & Projection Modeling
Labor-hour Breakdown
30-May-03

Classification of Employee	Project Engineer	Staff Engineer	Senior Reviewer	Clerical	Total
Salary Costs	\$84	\$76	\$41	\$37	\$73
G&A					\$22
Task 1					
1-1 Study Plan	8	8	24		4
1-2 Field Studies	12	24			24
1-3 Flood Modeling	4	8	24		4
1-4 Goose/Illinois Model Extension	2	8	40		2
1-5 Final Modeling Report	16	16	40		4
1-6 Agency Meetings	64	64			32
Task 1 Subtotal	106	128	128	40	58
Task 2.1 - White River NPDES Application Prepare & Submit Two Meetings (Fayetteville & Litterock)					
	20	20	20		10
	32	32			16
Task 2.1 Subtotal	52	52	20	0	66
Task 2.2 Illinois River NPDES Application Prepare & Submit Client / Regulatory Meeting (incl in Task 2.1)					
	20	20	20		10
	0	0	0		0
Task 2.2 Subtotal	20	20	20	0	50
LABOR SUBTOTAL	178	200	168	40	78
DIRECT PROJECT EXPENSES					
SUBCONTRACT (Task 1-2 field work U of A)					
LABOR/EXPENSE SUBTOTAL					
FIXED FEE					
TOTAL CONTRACT AMOUNT					

\$11,751
\$26,250
\$135,922
\$14,688
\$150,610

[illegible]

Attachment A

Scope of Work for NPDES Permitting Assistance City of Fayetteville

Background

Continuation of the NPDES permitting assistance entails a possible myriad of tasks that, in large part, are dependent on the actions of others and the course of events. This scope of work provides a narrow framework of circumstances based on the known, or reasonably anticipated, issues that confront the City and describes the tasks necessary to address them.

The permitting process(es), as envisioned by the regulations, for both the Noland and Illinois River Wastewater Treatment Plants (WWTP) is a straightforward set of tasks contained in Arkansas Pollution Control and Ecology Commission (ADPCEC) Regulations 6 and 8 (State Administration of National Pollutant Discharge Elimination System and Administrative Procedures, respectively). However, given the probable litigious nature of the downstream parties in both watersheds, the numerous state and federal agencies involved, the high public profile, and the potential costs, the actual level of effort cannot be fully anticipated. Therefore, as indicated above, this scope of work narrowly defines a possible course of events and level of effort.

Task 1 - Water Quality Modeling

This task began with the Facility Planning effort in 1995. It entailed stream sampling in both watersheds, calibration of the models (separate models for each river basin), close coordination with ADEQ Water Division staff, and preparation of several draft reports. Following reviews by ADEQ, EPA, and consultants for the Beaver Water District (BWD), modeling scenarios have been modified and revised in an effort to identify more options available for the permitting approach.

The reviews, particularly the EPA Region 6 review for the Illinois River, required adjustments to the reaeration formulae which, inadequately described in the model's user manuals (this an EPA model), had dramatic affects on the predicted impact and, as a result, to the quality of the discharge, i.e. it lowered the effluent limits considerably. Following ADEQ, EPA, and BWD reviews of the modeling reports and since the initial facility planning effort, the City has indicated its preference to locate the point of discharge for the Illinois River WWTP further upstream on Goose Creek. This new outfall location would be at the center of the WWTP site and on City property. Preliminary indications are that Goose Creek downstream of this point may be a losing stream. Discharges to losing streams are subject to additional evaluations and constraints, as defined in ADPCEC Regulation 6.

CONFIDENTIAL – ENFORCEMENT SENSITIVE

However, there are advantages to this location; specifically, avoiding the construction of an effluent pipeline on private property and possibly less stringent effluent limits for BOD, ammonia, and DO. Less stringent limits may result because of the additional length of stream for assimilation and additional re-aeration because of the relatively steep stream gradient. The water quality model will have to be modified to include this additional section of Goose Creek, and limited field studies will be needed for that purpose as well as to losing stream issues, described below.

Additionally, it is assumed as part of this scope that the "alternative analysis," as documented in the ADPCEC Regulation 6, will not be necessary. This analysis normally includes an evaluation of land application, discharge to a non-losing stream, and connection to a regional WWTP. These issues were thoroughly covered during the extensive facility planning effort and it should not be necessary to duplicate.

The final water quality model will then be submitted to the regulatory agencies. This modeling report provides the basis for preparation and submission of the NPDES permit applications. Every effort was made to utilize the planning and design effluent flows as the basis of the models, however, some additional adjustments may be necessary.

The NPDES applications will be based on the allowable effluent flows which, as predicted by the models, will not violate water quality standards. This standard, however, is a moving target in the Illinois River Basin for several reasons. First, the recent adoption by Oklahoma of an in-stream phosphorus standard is untested on Arkansas dischargers. Secondly, the current Oklahoma WQ Standards classify the Illinois Rivers as a Scenic River and explicitly forbid any new discharges or increase in existing discharges. Thirdly, the U.S. EPA has recently released a Federal Register notice that it intends to list the Illinois River as an impaired waterway (for nutrients) pursuant to Section 303 (d) of the Clean Water Act. This listing, under Federal Court Order, requires ADEQ to develop a Total Maximum Daily Load (TMDL) for the entire Illinois watershed. The TMDL exercise could take several years to complete and new discharges may be held in abeyance until the allocation is completed. However, in a telephone conversation with Bob Singleton, ADEQ (April 22, 2003), Mr. Singleton indicated that he felt that the modeling and permitting could proceed with the TMDL studies following at some later date.

For these reasons it is recommended that the City strongly consider a interim approach to the Illinois River discharge permit. Specifically, given the above restrictions, it is our opinion that a permit application that does not exceed the current Illinois River mass loading (existing discharge to Mud Creek) has a better chance of timely issuance than one that may exceed one and two above, and be ruled possibly inconsistent with or premature to the completion of the TMDL. As with the White River, it is our belief that the discharge will be much better quality than the existing river water and future water quality studies will demonstrate that additional assimilative capacity is available for the subsequent phases of plant expansions. This will entail another model run at the existing mass limitations.

A decision on the NPDES flow basis will need to be made prior to submittal of the modeling report to the regulatory agencies. This scope of work includes the modeling scenarios to support several optional discharge flows.

Subtask 1-1 – Study Plan Preparation and Agency Coordination

A study plan will be prepared that describes the activities included in Subtasks 1-2, 1-3, and 1-4. The plan will be submitted to ADEQ for review and comment. Any modifications to the plan resulting from this review would require a modification of the scope of work for these subtasks. For example, ADPCEC Regulation 6 specifies that stream studies conducted to evaluate if a stream is a losing stream are to be conducted during the critical low flow season, when stream flow is at least 1 cfs and representative of seasonal flow, and effluent flow can be included in the minimum 1 cfs flow. In this case, however, Goose Creek at the point of discharge has zero flow during dry conditions. It is the effluent itself thus that will be lost during these conditions, not natural streamflow. In order to best simulate flow conditions with effluent, it may be necessary to conduct studies during rainy periods so that there is flow representative of the proposed discharge. We will propose that be done in late spring/early summer.

Subtask 1-2 – Field Evaluation of Goose Creek Flows, Losses, and Hydraulic Characteristics

This subtask will include the following activities associated with the reach of Goose Creek from the WWTP site to the confluence with Owl Creek (about 2.8 miles):

- Identification of subreaches where the stream is most vulnerable to overbank flow, based on a stream walk and discussion with local officials knowledgeable of where flooding concerns are most prevalent (Note: The HEC-2 model indicates that areas most prone to overbank flow downstream of the new discharge point are several county road bridges and several private driveways.)
- Cross-section surveys of the channel up to the approximate elevation of ordinary high water or bankfull channel; at critical locations of overbank flow and at other representative locations. If practicable, some of these cross-sections should be the same as those for the existing HEC-RAS model
- Estimation of Manning's "n" at each cross-section photos will be taken to document the nature of the stream bottom along with verbal descriptions in terms normally used to define "n".
- Flow, depth, and velocity measurements at representative cross-sections. Using USGS flow measurement techniques, several different flow ranges should be measured. At a minimum, flows representative of the range of effluent flows (i.e., 10 to 18 mgd) will be measured.
- Dye studies. Concurrent with the flow measurements, Rhodamine WT dye will be injected into the stream at the point of WWTP discharge; fluorometric dye measurements will be made at the stream flow monitoring locations along with visual observations regarding the movement and location of the dye slug, including where flow is lost (if it is all lost) and where it reappears downstream, if it does.

It is anticipated that this task will be carried out by Dr. Rod Williams of the University of Arkansas. Dr. Williams conducted the previous field studies in support of model development.

Subtask 1-3 – Flood modeling of Goose Creek

Flood studies have already been completed for Goose Creek, including development of a HEC-2 model. This model will be used to compare flood flows and elevations in Goose Creek with and without the effluent flow. The previous flood study indicates the flood flows range from 1,200 cfs for a 10-year event to 2,300 cfs for the 500-year event. Thus, the addition of effluent will be a small percentage of these design flood events. In addition, the model, or other computational methods, will be used to determine bankfull flows and how they might be influenced by the addition of the effluent flow. For example, bankfull flows might be expected to occur on a 1-1/2- or 2-year return frequency. If addition of the effluent substantially increases this frequency, then that will affect the frequency of overbank flooding and possibly affect stream channel characteristics. This evaluation will focus on areas most prone to overbank conditions, as defined under subtask 1-2, if there are such areas.

Subtask 1-4 – Extension of Water Quality Model for Illinois River WWTP

The confluence of Goose and Owl creeks is the upstream-most extent of the existing water quality model setup. It is anticipated that up to 3 reaches will be added to the MULTI-SMP model setup to accommodate the new discharge location. The MULTI-SMP model does not allow for negative flows (e.g., withdrawals or losses). However, we can very easily run various losing stream scenarios with the MULTI-SMP model if it is assumed the flow is lost at the point of discharge (i.e., simply subtract it from the effluent flow that would otherwise be input). The MULTI-SMP model can also be used to more rigorously evaluate the effects of losses occurring throughout the reach. This would require use of separate MULTI-SMP model setups for individual reaches of this new stretch of stream, and use the output from one reach as quality input to the next reach, but reduce the flow to the next reach assuming it is lost in the upstream reach. It is assumed that this latter approach will be needed, at least as a check on the former approach, but more likely as the desired approach.

Subtask 1-5 – Final Water Quality Modeling Report

Modifications to the Goose/Illinois model described in Subtask 1-4 will be documented in this final report along with the final White River modeling. Permit limits that are protective of DO standards will be identified in the report. The report will be a modified version of previous modeling reports that have been developed.

At the November 26, 2002 meeting in Fayetteville, it was agreed that it would be beneficial to include a total ultimate oxygen-demand (TUOD) concept into the permit. This would be particularly useful for the Goose/Illinois plant because of the stringency of the permit limits. Use of the TUOD concept would allow tradeoffs between CBOD and ammonia components of the oxygen demand, providing substantially greater flexibility in operations and compliance. ADEQ has indicated it might be amenable to this approach, but would need modeling evaluations to determine oxygen-demand equivalency if there are different decay rates for CBOD and ammonia. However, for the Goose/Illinois model, the decay rate used is the same for CBOD and ammonia. Thus, it is not anticipated at this time that separate modeling analyses will be needed to get a TUOD approach permitted. However, the rationale and basis for the TUOD concept will need to be clearly explained in the

modeling report so that it can serve as support for the permit negotiations outlined in Task 2.

Subtask 1-6 – Agency Meetings

Prior to completion and submission of the final modeling report, it is recommended that discussions be held with ADEQ to determine the best approach for the City of Fayetteville given the long-term implications of permit conditions. Also, it is anticipated that additional meetings with regulatory agencies will be required to finalize the modeling report. These meetings will be with ADEQ and EPA Region 6. Possible meetings will also be conducted with BWD and Oklahoma regulatory agencies. For budgeting purposes, it is anticipated that five meetings will be required, two each in Little Rock, two in NW Arkansas/Eastern Oklahoma, and one in Dallas, TX. Five man-days plus expenses are budgeted for each meeting.

Task 2 - NPDES Permit Applications

Subtask 2-1 - White River

The Noland Plant is currently permitted at 6.2-mgd each to the Illinois and White Rivers. As the flow increases above the permitted limit, the effluent quality must improve so that the mass loading remains in compliance. However, the City may be in technical violation of the 6.2-mgd flow limit to the White River regardless of the effluent quality. Representatives with the BWD have met with ADEQ to discuss this issue. ADEQ has indicated (to CH2M HILL) that it likely will not be able to act on the pending permit application because of this requirement, i.e. the permit cannot be renewed as written simply because the Noland plant cannot physically hold the water indefinitely. An un-renewed permit is administratively extended under the terms of the existing permit.

The proposed average-day design flow for the Noland Plant is 11.2 mgd, which is below the 11.4-mgd average-day design and the 12.2 mgd used as the basis of the current NPDES. However, the average-day flow in 2002 at the Noland plant was 12.5-mgd and will continue to increase until the new westside WWTP has been constructed and in service. Therefore, operation of the Noland WWTP will continue to be a challenge until the Illinois or westside plant is completed. It is assumed that ADEQ will NOT require an additional engineering evaluation (capacity study) to demonstrate that the critical components are capable of treating the increased flow (the pump sizes, basin overflow rates, organic loading, etc.).

The increase in flow (even if planned as temporary) will also entail an increase in the mass loading to the White River and Beaver Lake. As the first step to have the basis to increase the effluent flow, ADEQ will be required to modify the Section 208 (U.S. Clean Water Act) Water Quality Management Plan (WQMP). This requires public notice and hearings, as may be necessary. It also requires EPA approval. It is expected that this modification will be opposed by Beaver Lake interest(s).

If/when the WQMP is changed, ADEQ can then issue the Draft Permit for Public Comment. This will also likely entail public hearings. After receiving public comment, ADEQ prepares a Response to Comments and issues the permit. The permit is effective in 30 days unless an appeal is filed and a stay (of the effective date of the new permit) is granted by the

ADPCBC. Even if a stay is not granted, the permit appeal proceeds to the ADPCEC, failing resolution, to the State Court System, failing resolution, to EPA Headquarters, failing resolution, to the Federal Court System, where it went last time over a period of about 10 years. (The exact course of appeals may vary dependent on actions by lower courts and appellant bodies).

Or...the WQMP could be modified without comment and the permit issued without dissent.

Since the appeals route is unknown, we can only scope the effort for the engineering evaluation and preparation of the permit application. We anticipate that this effort will require approximately 15 man-days for completing the application. Additionally, at least two trips each to Fayetteville and Little Rock and related production expenses will be required.

Subtask 2.2 Illinois River

The Illinois and White River permits do not have to be on the same track. However, in order to demonstrate that the City is committed to the short-term nature of the increased White River Discharge, it may be advantageous to submit them together. This dual track may not make any difference to the Beaver Lake interests because they may see the Illinois permit being delayed for years and they would be stuck with the increased loading to the White River.

The updated Facility Plan for the Illinois plant states the average-day design flow to be 10 mgd. As stated previously, the more restrictive modeling has reduced the allowable effluent loading significantly, possibly requiring either effluent storage (similar to the Noland Plant) or additional treatment, such as filtration. Further initiation of the proposed phased discharge strategy will reduce loadings even further. In addition, neither the proposed Oklahoma in-stream phosphorus limit nor the looming TMDL could be envisioned when the Facility Plan was prepared. The uncertainty, alone, of the ramifications of this standard may further delay a permit decision by ADEQ and EPA. Moreover, this permit may become the test case for the underlying requirements of the Oklahoma standard, and thus draw a myriad of third party intervenes. It is almost certain that the permit will be challenged both at the WQMP and draft permit stages and possibly held up pending the completion of a TMDL.

CH2M HILL cannot reasonably anticipate the course that the permit application will take. It is possible that the ADEQ may question the ability of the recommended (Facility Plan) treatment processes to achieve the tighter effluent limitations, particularly in the summer season. This may create the necessity for a re-evaluation of the process design.

For purposes of this proposal, CH2M HILL anticipates that it will require about 15 man-days to prepare the application, and if the permit applications are running together, the meetings and other coordination will be coincident with the Noland Plant activities. Facility Plan amendments are not included in this estimate.

Additional Services

The work scope has been developed to reasonably include those known work tasks and regulatory requirements based upon ENGINEER's experience. However, the full scope of a project of this nature cannot be completely envisioned at this time. Issues such as opposition to the project, regulatory requirements and other unknowns could have a significant impact on the anticipated work scope. Examples of such unknown tasks could include a Noland WWTP "capacity study", additional water quality sampling, analysis and modeling, unanticipated regulatory requirements, additional support for meeting and public information, and litigation assistance to the City. There are certainly other potential areas for the scope to expand on a Project of this nature and the City will be notified as required if additional services become an issue.

ENVIRONMENTAL CONSULTING OPERATIONS

Environmental Permitting

Section 404 Permit US Army Corps of Engineers

Wetlands and Stream Crossing Mitigation

Land Disturbance Permits

Best Management Practices Guidance

- 1. CONSULTANT OVERVIEW SHEET**
- 2. TECHNICAL SERVICES CONTRACT WITH ECO TO
BE SUBMITTED FOR APPROVAL AT A LATER
DATE**

WASTEWATER SYSTEM IMPROVEMENT PROJECT FAYETTEVILLE, ARKANSAS

PROJECT TITLE: Design/Bid Phase Environmental Permitting; West Treatment Plant, East Noland Treatment Plant, East Lines and Stations, West Lines and Stations.

CONSULTANT: Bruce Shackleford, M.S., REM, REPA, President
Environmental Consulting Operations, Inc. (ECO, Inc.)
1313 Highway 229-5A, Benton, Arkansas 72015
Ph: (501) 315-9009
Fax: (501) 315-9035
Email: bruceshackleford@netscape.net

COMPANY BACKGROUND: ECO, Inc. is an environmental consulting firm that provides comprehensive regulatory and technical consulting services to municipalities, industries, and government agencies to meet their environmental permitting, compliance, and technical needs. ECO, Inc. was founded in 1990 with a philosophy focused on the *integration of ECOnomy and ECOlogy*. Environmental permitting services include: Section 404, NPDES, Air, Solid Waste, and Storm Water. ECO, Inc. has an interdisciplinary technical staff of environmental professionals, with broad technical and regulatory expertise. Our staff has specialized capabilities with regard to NPDES and storm water reporting, wetland delineations, environmental management systems, bioassay/toxicity studies, environmental site assessments, endangered species consultation, aquatic biological assessments, and hazardous waste. The staff has extensive experience in the development of storm water pollution prevention plans (SWPPPs), compost facility operating plans, spill prevention control and countermeasures plans (SPCCP), water/wastewater sampling plans, corrective action plans, endangered species management, and environmental information documents (EIDs).

ECO, Inc. is familiar with environmental issues of Northwest Arkansas, having completed both water and/or sewer project work for the Beaver Water District and the cities of Fayetteville, Bentonville, Rogers, Lowell, and Springdale.

ECO, Inc. has provided environmental consulting services during the City of Fayetteville Wastewater Project Preliminary Design Phase, as support for all five project primary engineering firms. ECO, Inc. has been involved in the public participation process, and numerous consultations with relevant regulatory agency personnel. Prior project work has included:

- Detailed Aquatic Resource Assessments (stream surveys/wetland delineations) of West Lines and Stations, East Lines and Stations, and West Treatment Plant submittal to COE
- Environmental Information Document submittal to ASWCC
- Draft Wetland Compensatory Mitigation Plan submittal to COE & USFWS
- Draft CCAA submittal to USFWS

PROJECT DESCRIPTION:

Project Construction Activities

The proposed City of Fayetteville Wastewater Improvement Project will involve construction activities through 72 stream crossings and 25 wetlands. Of the 20.93 acres of wetlands impacted, approximately 6.04 acres will be permanently altered by construction of the West Side Plant and the associated reroute of Broyles Road. The remaining 14.89 acres of wetlands will be temporarily disturbed. The proposed project is expected to result in a total surface disturbance of approximately 279 acres.

The West Line construction in the Illinois River Watershed will involve the installation of 107,741 linear feet (20.4 miles) of sewer lines that will cross 40 stream channels and 16 individual wetlands.

The East Line construction in the Beaver Reservoir Watershed will involve removal and/or abandonment of approximately 37,525 linear feet (7.1 miles) of existing sewer lines and the installation of 55,370 linear feet (10.5 miles) of new sewer lines that will cross 28 stream channels and four individual wetlands.

Construction activities associated with the West Treatment Plant will involve disturbance to four stream crossings and five wetlands. Approximately 6.04 acres in four of these wetlands will be permanently altered. Activities associated with the upgrade of the existing East Noland Treatment facility will not involve activities in streams and/or wetlands.

Project Environmental Regulatory Requirements

The aforementioned activities in streams and wetlands ("waters of the United States") will require a Section 404 permit. Erosion control and restoration activities are mandated by Section 404 of the Clean Water Act, as administered by the Corps of Engineers 404 permit program.

Because storm water will be discharged from construction activities that exceed five acres in surface disturbance, the City of Fayetteville will be required to obtain an NPDES general permit for storm water discharges associated with construction activity from the Arkansas Department of Environmental Quality (ADEQ).

The construction of the West Lines will cross Clabber Creek, which has been identified as seasonal habitat of the Arkansas Darter (*Etheostoma cragini*). Correspondence from the USFWS has indicated that the Darter is a candidate species that is under consideration for inclusion as a federally listed endangered species. The City of Fayetteville will enter into a Candidate Conservation Agreement with Assurances (CCAA) with the USFWS to develop protective measures for the Arkansas Darter in areas associated with the wastewater improvements. The CCAA is beneficial to both the City and the Darter. Protection is provided for the species as though it were already federally listed, while the City benefits from an exemption from full-scale Section 7 Consultation during construction of the proposed project.

SCOPE OF SERVICES TO BE PROVIDED: The primary goals of the applicable project environmental regulatory compliance will be to:

- Provide protective measures during construction activities, and to restore disturbed areas as much as practicable following completion of construction. The applicable environmental requirements are as follows:
The finalization of the Wetland Mitigation Plan is necessary to develop a strategy to compensate for wetlands permanently altered at the West Side Treatment Plant and to complete the 404 permit submittal to the COE. The general elements of the Plan will

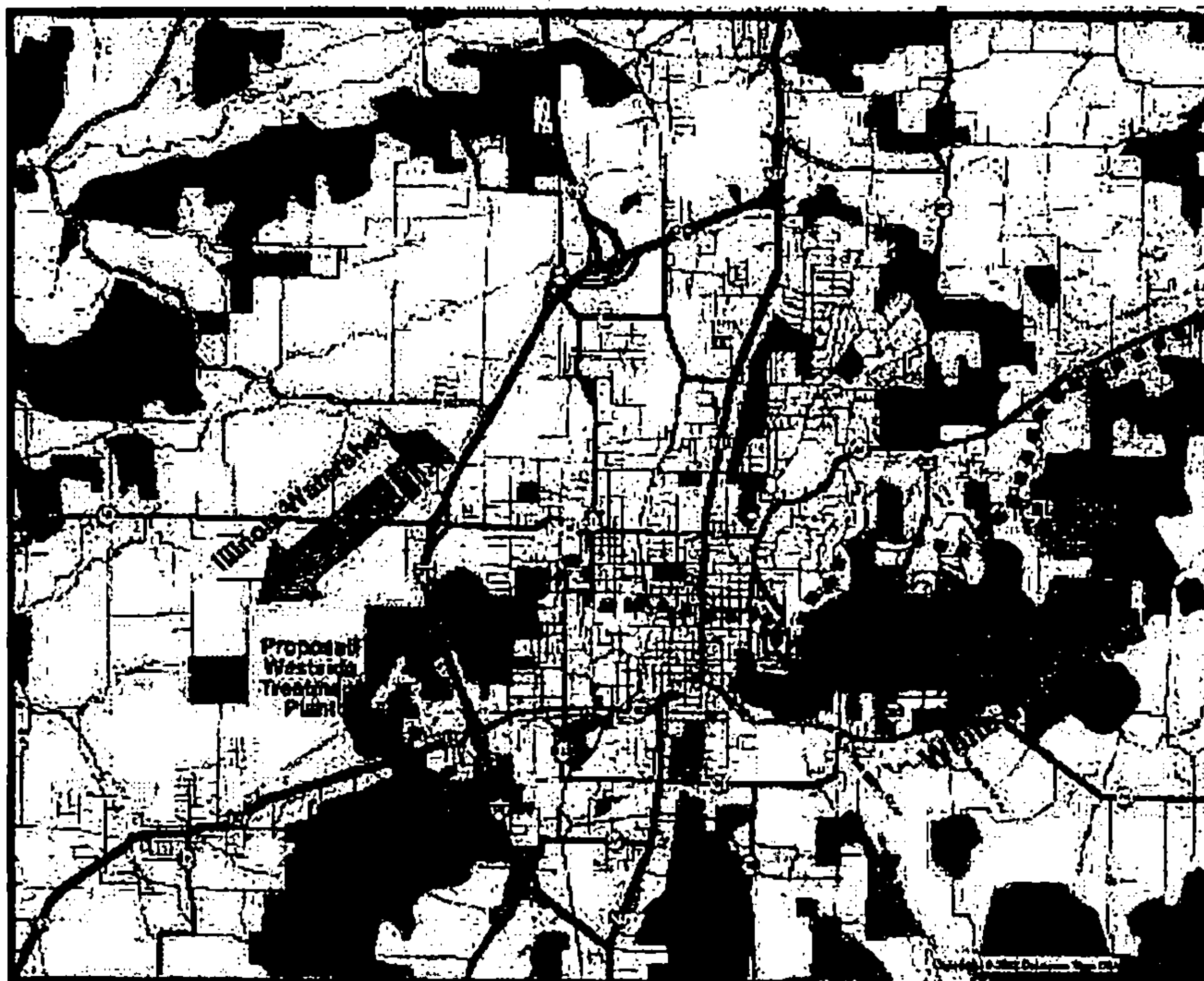
include mitigation site location, mitigation type, and mitigation design. When issued, the 404 permit will require Best Management Practices (BMPs) during construction, as well as, post-construction restoration measures. Both tasks are appropriate for the Design/Bid Phase of the project. ECO, Inc. will finalize the Wetland Mitigation Plan, and develop BMPs. The anticipated time-frame is six months to one year.

- As required by the general permit, a Storm Water Pollution Prevention Plan (SWPPP) must be prepared and implemented. The objective of the SWPPP will be to minimize pollutants in storm water runoff and to implement the appropriate erosion control measures. ECO, Inc. will develop a project SWPPP.
- To address potential impacts to the Arkansas Darter in Clabber Creek, ECO, Inc. will finalize the CCAA for approval by USFWS. The anticipated time frame is six months to one year.
- ECO, Inc. will confer with the project engineering team to develop environmental specifications that will be incorporated into bid documents. ECO, Inc. will provide a project environmental overview to contract bidders, and give presentations at Pre-Bid Conferences. The anticipated time frame is 12 to 18 months.

CONSULTING SERVICES NOT IN CURRENT SCOPE: Services provided by ECO, Inc. will not include services associated with construction phase portions of the project, and/or significant changes made to the project design until a later contract amendment.

CONSTRUCTION COST ESTIMATE FOR THIS PORTION OF THE PROJECT:
\$ 0

CONSULTANT SERVICES CONTRACT AMOUNT FOR THE LISTED SCOPE OF SERVICES: \$ 348,000.00



GARVER ENGINEERS
East Pipelines and Pump Stations

- 1. CONSULTANT OVERVIEW SHEET**
- 2. PROJECT RESPONSIBILITY MAP**
- 3. PROFESSIONAL SERVICES AGREEMENT**



WASTEWATER SYSTEM IMPROVEMENT PROJECT FAYETTEVILLE, ARKANSAS

PROJECT TITLE: East Wastewater Collection System Improvements

CONSULTANT: Brock Hoskins, P.E.
Garver Engineers
3810 Front Street
Fayetteville, AR 72703
Ph: 479-527-9100
Email: behoskins@garverengineers.com

SUB-CONSULTANTS: Entech Engineering
Locate 36-inch main to Noland Plant using ground penetrating radar and infrared systems.

Grubbs, Hoskyn, Barton & Wyatt

Provide geotechnical investigation and recommendations regarding rock excavation and other soil properties.

Holloway, Updike & Bellen and Gore Engineering and Land Surveying

Provide additional surveys only if needed to expedite schedule.

COMPANY BACKGROUND: Garver Engineers was founded in 1919 and is a multi-disciplined regional engineering consulting firm with more than 150 employees with offices in Fayetteville, Little Rock, Tulsa, OK, Jackson, MS, Nashville, TN, and Huntsville, AL. In addition to civil engineering, which includes environmental, structural, transportation (surface and airport), and construction engineers, Garver offers electrical and mechanical engineering and land surveying. Garver has provided services for a variety of projects for the City of Fayetteville and other clients in NWA including wastewater, water, streets, and airport projects.

PROJECT DESCRIPTION: Linework improvements include approximately eight miles of new gravity mains ranging from 16-inch to 48-inch (more than 5 miles of 48-inch) and one mile of force mains ranging from 6-inch to 10-inch. Pump station improvements include a variation of new larger capacity pumps ranging from 4-inch to 8-inch, new larger capacity wet wells, new control buildings, new odor control equipment, new generators for backup power, replacement of wet well hatches and sump, abandonment of the Happy Hollow Pump Station, and other ancillary improvements.

SCOPE OF SERVICES TO BE PROVIDED: The primary services to be provided under this agreement are:

- Design surveys. This will involve the special services of Entech Engineering who will determine the location of the existing 36-inch line to the Noland Plant using ground penetrating radar and infrared systems.
- Property surveys.

- Preparation of construction contract documents for four construction contracts including plans and specifications. The City will provide standard front end documents.
- Preparation of an updated opinion of probable construction cost for each of four projects.
- Preparation of property acquisition documents for City use.
- Project administration, coordination, participation in meetings, and value engineering study support.
- Bidding services for four construction contracts.

Garver's performance schedule for these services is estimated to be 21 months from receipt of Notice to Proceed. The schedule is dependent upon review times required by ADH, ADEQ, ASWCC, AHTD, the City, and other agencies.

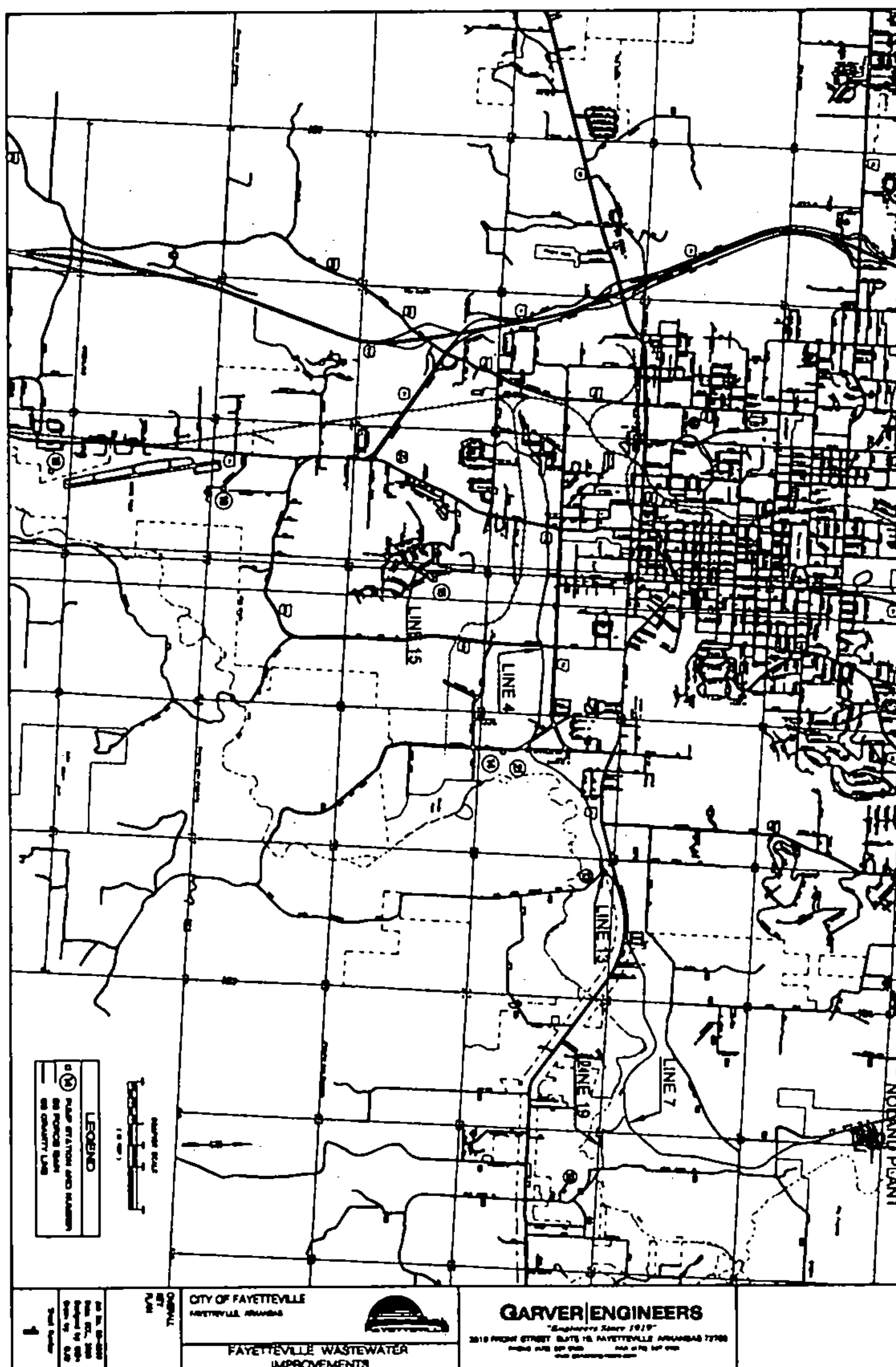
CONSULTING SERVICES NOT IN CURRENT SCOPE: Services which may be required or will likely be required in the future include SCADA design, construction phase engineering, resident inspection services, operation/maintenance manuals, one-year follow up services, expenses due to litigation, professional representation in court.

CONSTRUCTION COST ESTIMATE FOR THIS PORTION OF THE PROJECT:
\$14,700,000

CONSULTANT SERVICES CONTRACT AMOUNT FOR THE LISTED SCOPE OF SERVICES: \$1,721,886

Please see attached map for location of the proposed improvements.

J. POLYMER SCI.: PART A-1 VOL. 8, PP. 1097-1106 (1970)
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AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER ENGINEERS, LLC

THIS AGREEMENT is made as of _____, 2003, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Garver Engineers, LLC with offices located in Fayetteville (hereinafter called GARVER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, construction, operation, maintenance, management, and financing of the Fayetteville Wastewater System Improvement Project and in particular the final design of wastewater improvements including gravity and force main sewers and pump stations necessary to transport wastewater to the renovated Noland Wastewater Treatment Plant as detailed in GARVER'S Preliminary Report for Fayetteville Wastewater Improvements - East Collection System, dated May 2001 (The "Project"). Therefore, CITY OF FAYETTEVILLE and GARVER in consideration of their mutual covenants agree as follows:

GARVER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of GARVER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by GARVER under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of GARVER. Assignments may include services described hereafter as Basic Services or as Additional Services of GARVER.
- 1.2 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, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF GARVER

2.1 General

2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil, structural, mechanical, and electrical engineering services and normal architectural design services incidental thereto.

2.1.1.1 The Scope of Services to be furnished by GARVER during the Final Design Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.1.1.2 The Scope of Services to be furnished by GARVER during the Bidding Phase is included in Section 2.3 hereafter and in Appendix B attached hereto and made part of this Agreement.

2.1.1.3 The Scope of Services to be furnished by GARVER during the Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.1.4 The Scope of Services to be furnished by GARVER during the Post-Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.1.5 The preliminary Scope of Services to be furnished by GARVER for Resident Services During Construction, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.2 CITY OF FAYETTEVILLE has retained the services of BURNS & McDONNELL ENGINEERING COMPANY, INC., a Missouri Corporation specializing in consulting engineering services, as the "Program Manager" for the Wastewater System Improvement Project. The professional design services to which this Agreement applies are a part of the Wastewater System Improvement Project. GARVER shall coordinate their activities and services primarily with Program Manager and all other parties that CITY OF

FAYETTEVILLE may contract with for program management or professional design services as a part of the Wastewater System Improvement Project. GARVER and CITY OF FAYETTEVILLE agree that GARVER has full responsibility for the engineering design.

2.2 Final Design Phase

2.2.1 Prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by CITY OF FAYETTEVILLE, its legal counsel, and other advisors as appropriate, and assist CITY OF FAYETTEVILLE in the preparation of other related documents.

2.2.1.1 Bid documents shall be based on Construction Specifications Institute (CSI) Master Format and Section Format and shall incorporate CITY OF FAYETTEVILLE's standard general conditions and forms. Bid documents shall include required forms for State Revolving Loan Fund funding. Text documents shall be provided to CITY OF FAYETTEVILLE in Microsoft® Word version 2000 or later software. Contract drawings shall be prepared using standard borders, sheet sizes, title blocks and CADD standards provided by CITY OF FAYETTEVILLE. GARVER may use their normal software for the preparation of drawings but the final product shall be provided to CITY OF FAYETTEVILLE in Autodesk® AutoCAD version 2000 or later.

2.2.1.2 Develop and include in Appendix A of this Agreement for approval by CITY OF FAYETTEVILLE, a project design schedule in which GARVER shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by GARVER in the completion of this final design. This Schedule shall include reasonable allowances for review and approval times required by CITY OF FAYETTEVILLE, performance of services by CITY OF FAYETTEVILLE's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by CITY OF FAYETTEVILLE, or for delays or other causes beyond GARVER's reasonable control. Nonconformance with this schedule by GARVER and its subconsultants may result in the assessment of damages payable by

GARVER to the CITY OF FAYETTEVILLE for costs and damages incurred. The maximum cost liability of GARVER shall be limited to the total gross amount payable to or through the Consultant authorized under this agreement, including amendments thereto.

- 2.2.1.2.1 The progress design schedule shall consist of a bar chart schedule depicting the duration of each sub-project and the discrete milestone activities which make up the sub-projects, but at a minimum shall include contract drawings, contract specifications, and design reviews as indicated in Section 2.2.10. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration, Insurance, Value Engineering, surveys, subcontracted work, and property acquisition and easement documents. GARVER shall assign to each schedule activity of the progress design schedule a corresponding cost value that shall include a monthly allocation for labor, expenses, overhead, and profit. The sum of all cost values assigned shall equal the Lump Sum Amount shown in Section 6.1.1. of this Agreement.
- 2.2.1.3 When requested by the CITY OF FAYETTEVILLE's Director of Water and Wastewater, prepare for and attend up to four City Council meetings to provide periodic updates on the progress of the final design.
- 2.2.1.4 If the plans and specifications for the project require bids on alternates in addition to a base bid, there shall be no more than three (3) alternates, and the alternates shall be developed and described in accordance with Title 22, Article 9-203 of the Arkansas Code.
- 2.2.1.5 To the extent practicable, evaluate the feasibility of sequencing and segmenting the Work into stand alone multiple construction or procurement packages which may yield immediate operating benefits to the CITY OF FAYETTEVILLE and give these first priority for completion. The separate design or procurement packages to be completed by GARVER are listed below.
- 2.2.1.5.1 1. Phase 1 – Pump Stations 13, 15, and 19 and associated force main improvements.
- 2.2.1.5.2 2. Phase 2 – Line 7 and Pump Station 21.
- 2.2.1.5.3 3. Phase 3 – Line 4.

2.2.1.5.4 4. Phase 4 – Pump Stations 14, 16, and 18.

2.2.2 Prepare technical criteria, written descriptions, design data, and applications necessary for filing applications for permits from or approvals of the following applicable governmental authorities having jurisdiction to review or approve the final design of the Project and assist in securing approvals. Approval letters and permits shall be furnished to the Arkansas Soil and Water Conservation Commission, including the written approvals from the Arkansas Department of Health and the Arkansas Division of Environmental Quality. Actual Filing and Permit Fees will be paid by the CITY OF FAYETTEVILLE. Assist CITY OF FAYETTEVILLE in consultations with appropriate authorities.

2.2.2.1 Arkansas Soil and Water Conservation Commission (ASWCC)

2.2.2.2 Arkansas Department of Health (AHD)

2.2.2.3 Arkansas Department of Environmental Quality (ADEQ)

2.2.2.4 U.S. Army Corps of Engineers (COE)

2.2.2.5 Fayetteville Planning Commission

2.2.2.6 Washington County Court

2.2.2.7 City of Greenland

2.2.2.8 City of Farmington

2.2.2.9 Arkansas State Highway and Transportation Department

2.2.2.10 Railroad Authorities

2.2.3 Advise CITY OF FAYETTEVILLE of adjustments in excess of five percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.2.4 Advise CITY OF FAYETTEVILLE of final Opinion of Probable Project Costs, including, but not limited to, construction, inspection, testing, startup, O&M Manuals, and one-year performance evaluation.

- 2.2.5 Furnish CITY OF FAYETTEVILLE with 10 copies of the final Bid Documents.
- 2.2.6 Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 2.2.7 Provide appropriate professional interpretations of data, geotechnical investigations, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials and equipment obtained through subcontract services for authorized Project services including property, boundary, easement, right-of-way, topographic, and utility surveys; noting zoning and deed restrictions.
 - 2.2.7.1 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided, and the value of the subcontract agreement.
 - 2.2.7.2 Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the Submittal Schedule contained in the Memorandum of Agreement, as amended, between ASWCC and the CITY OF FAYETTEVILLE and require all GARVER subconsultants to be bound by the Submittal Schedule. GARVER will submit a preliminary and a final project performance workplan to ASWCC.
- 2.2.8 Render monthly Work progress reports to CITY OF FAYETTEVILLE and Program Manager and confirm status of compliance with final design schedule.
- 2.2.9 Provide to the Program Manager in a format mutually acceptable to the Program Manager and GARVER such schedules, reports, opinions of probable costs, renderings, project summaries, and other data as may be required, for posting by others on a project web site to allow the public to monitor and review the activities, materials, and financial status of the project. Refresh the data supplied to the Program Manager no more frequently than monthly.
- 2.2.10 Design shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, at the applicable completion levels outlined below.
 - 2.2.10.1 West Side Collection System Improvements – 30 percent and 90 percent.
 - 2.2.10.2 East Side Collection System Improvements – 30 percent and 90 percent.

2.2.10.3 West Side WWTP:

- Plant Access Road and Improvements – 30 percent and 90 percent.
- Plant Effluent Line – 30 percent and 90 percent.
- West Side Wastewater Treatment Plant – 30 percent, 60 percent, and 90 percent.

2.2.10.4 Paul Noland Facility:

- Wet Weather Package – 30 percent and 90 percent.
- Headworks Package – 30 percent, 60 percent, and 90 percent.
- Solids Handling Package – 30 percent, 60 percent, and 90 percent.

2.2.11 See Appendix A for additional services or clarification of services to be provided by GARVER.

2.3 Bidding Phase

2.3.1 GARVER will follow Arkansas Soil and Water Conservation Commission statutory bidding protocol for State Revolving Loan Fund.

2.3.2 Arrange for bidding notices to be sent to contractors publishing services and direct mailing to contractors of record. Notices shall comply with requirements of CITY OF FAYETTEVILLE and Revolving Loan Fund (RLF) administered by the Arkansas Soil and Water Conservation Commission, Construction Assistance Division, and the Arkansas Development Finance Authority (ADFA). The legal notice to be placed in legal notices section of a local newspaper(s) of countywide and statewide circulation and shall be coordinated with CITY OF FAYETTEVILLE purchasing agent and an affidavit of publication secured.

2.3.3 Prepare addenda for drawings and Bid Documents as required and submit to Program Manager in timely manner such that addenda can be issued by GARVER in accordance with Construction Contract General Conditions. All bidding protocols shall conform to ASWCC statutory requirements with all addenda being approved by ASWCC prior to issuance.

2.3.4 Secure updated state and federal wage rate decisions and incorporate into the Bid Documents. Update wage rate decision by addendum if necessary.

- 2.3.5 Assist CITY OF FAYETTEVILLE by issuing and tracking Bid Documents, addenda and communications during bidding and maintain list of plan holders. Print and distribute copies of plans and specifications for all prospective bidders and plan rooms. Collect from prospective bidders an appropriate non-refundable fee to offset cost of reproducing and distributing Bidding Documents.
- 2.3.5.1 GARVER shall attend a Pre-Bid Conference organized, convened, and conducted by the Program Manager to explain the project requirements and receive questions from prospective bidders. GARVER shall consider the questions received and issue necessary clarifications and changes to the Bid Documents through the use of addenda. Make logistical arrangements for and conduct a site tour of the project area.
- 2.3.6 Assist CITY OF FAYETTEVILLE in obtaining and evaluating bids and preparing construction contracts. GARVER shall prepare and submit bid certification documents to ASWCC for review.
- 2.3.7 Consult with and advise CITY OF FAYETTEVILLE as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s), hereinafter called "Contractor(s)," for those portions of the work as to which such acceptability is required by the Bid Documents.
- 2.3.8 Make recommendations regarding award of construction contracts.
- 2.3.9 Attend Water and Sewer Committee meeting and the ensuing City Council meeting to recommend action by the respective bodies. Prepare and present a recommendation complete with such supporting information as necessary for the bodies to make an informed decision on the action recommended.
- 2.3.10 Develop and include in Appendix B of this Agreement, a bidding services schedule in which GARVER shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by GARVER in the completion of the bidding services. The bidding services schedule shall consist of a bar chart schedule depicting the duration of the bidding period of each sub-project and the discrete milestone activities which make up the sub-projects. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration, and Insurance. GARVER shall assign to each schedule activity of the bidding services schedule a

corresponding cost value which shall include a monthly allocation for labor, expenses, overhead, and profit. The sum of all cost values assigned shall equal the Lump Sum Amount shown in Section 6.1.2. of this Agreement.

2.3.11 See Appendix B for additional services or clarification of services to be provided by GARVER.

2.4 Construction Phase

2.4.1 The scope of Construction Phase Services, if any, will be negotiated following completion of Design Phase Services.

2.5 Post-Construction Phase

2.5.1 The scope of Post-Construction Phase Services, if any, will be negotiated following completion of Design Phase Services.

2.6 Resident Services During Construction

2.6.1 The scope of Resident Services During Construction, if any, will be negotiated following completion of Design Phase Services.

SECTION 3 - ADDITIONAL SERVICES OF GARVER

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by GARVER, GARVER shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with CITY OF FAYETTEVILLE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Administrative Assistance

Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.4 Furnishing renderings or models of the Project for CITY OF FAYETTEVILLE's use.

3.1.5 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by CITY OF FAYETTEVILLE.

3.1.6 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.7 Extra Services

3.1.7.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE.

3.2 Contingent Additional Services

3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond GARVER's control, GARVER shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to GARVER. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, GARVER shall have no obligation to provide those services.

3.2.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.2.2.1 Required because of inconsistent approvals or instructions previously given by CITY OF FAYETTEVILLE, including revisions made necessary by adjustments in CITY OF FAYETTEVILLE's program or Project Budget.

- 3.2.2.2 Required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of GARVER:

- 4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 4.2 Assist GARVER by placing at GARVER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.3 Guarantee access to and make all provisions for GARVER to enter upon public and private property as required for GARVER to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by GARVER and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to GARVER whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.

- 4.9 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements of the Wastewater System Improvement Project.
- 4.10 Furnish, or direct GARVER to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.11 If CITY OF FAYETTEVILLE's standard bidding requirements, Agreement forms and General Conditions are to be used, CITY OF FAYETTEVILLE shall provide copies of such documents for GARVER's use in coordinating the Contract Drawings and Specifications.
- 4.12 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to GARVER in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. GARVER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO GARVER

6.1 Compensation

6.1.1 Final Design Phase Services

For the Scope of Services during the Final Design Phase described herein, CITY OF FAYETTEVILLE shall pay GARVER the lump sum amount of ONE MILLION SIX HUNDRED SEVENTY THOUSAND ONE HUNDRED TWENTY FOUR United States Dollars (US \$1,670,124).

- 6.1.1.1 Subject to the City Council approval, adjustment of the lump sum amount may be made should GARVER establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

- 6.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Design services consistent with GARVER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by GARVER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project design schedule as the basis for determining the value earned as the work is accomplished. Final payment for Design services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Design phase for the Project.

6.1.2 Bidding Phase Services

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay GARVER the lump sum amount of FIFTY ONE THOUSAND SEVEN HUNDRED SIXTY TWO United States Dollars (US \$51,762).

- 6.1.2.1 Subject to prior City Council approval, adjustment of the lump sum amount may be made should GARVER establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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.

- 6.1.2.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Bidding Phase services consistent with GARVER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by GARVER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated bidding services schedule as

the basis for determining the value earned as the work is accomplished. Final payment for Bidding Phase services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Bidding Phase for the Project.

6.1.3 Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.4 Post-Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.5 Resident Services During Construction

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.6 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to GARVER shall be negotiated at the time Additional services are authorized.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted in electronic format simultaneously to CITY OF FAYETTEVILLE and Program Manager, followed by signed original document to CITY OF FAYETTEVILLE. Statements will be based on GARVER's estimated percent of services completed at the end of the preceding month, and justified by the updated progress schedule. Program Manager shall review the statement and forward them to CITY OF FAYETTEVILLE with his recommendations.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of GARVER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise GARVER in writing of the

basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, GARVER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by GARVER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against GARVER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, GARVER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

GARVER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

- 7.1.2 Construction Contractors shall be required to provide (or CITY OF FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and BURNS & McDONNELL and GARVER as additional insureds, or, to endorse CITY OF FAYETTEVILLE, BURNS & McDONNELL and GARVER ENGINEERS as additional insureds on construction Contractor's liability insurance policies covering claims for personal injuries and property damage. Construction Contractors shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE, BURNS & McDONNELL and GARVER. All contract insurance carriers shall be required to list GARVER, CITY OF FAYETTEVILLE, Arkansas Soil and Water Conservation Commission, and BURNS & McDONNELL as certificate holders, furnishing copies of the contractor's insurance certificate to each party.
- 7.1.3 CITY OF FAYETTEVILLE, BURNS & McDONNELL and GARVER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of GARVER's services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction Contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE, BURNS & McDONNELL and GARVER for damage or liability covered by any construction Contractor's policy of insurance.
- 7.2 Professional Responsibility
- 7.2.1 GARVER will exercise reasonable skill, care, and diligence in the performance of GARVER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to GARVER any defects or suspected defects in GARVER's services of which CITY OF FAYETTEVILLE becomes aware, so that GARVER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE and GARVER further agree to impose a similar notification requirement on all construction contractors in the Bid Documents and shall require all subcontracts at any level to contain a like requirement. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of GARVER.

7.2.2 In addition GARVER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by GARVER's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by GARVER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on GARVER's experience, qualifications, and judgment as a design professional. Since GARVER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, GARVER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by GARVER.

7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of GARVER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of GARVER.

7.5 Termination

7.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

7.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.1.2 An opportunity for consultation with the terminating party prior to termination.

- 7.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that GARVER is given:
- 7.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 7.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 7.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 7.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
- 7.5.3.2 Any payment due to GARVER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of GARVER's default.
- 7.5.4 If termination for default is effected by GARVER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to GARVER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by GARVER relating to commitments which had become firm prior to the termination.
- 7.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, GARVER shall:
- 7.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
- 7.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GARVER in performing this Agreement, whether completed or in process.
- 7.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 7.5.7 If, after termination for failure of GARVER to fulfill contractual obligations, it is determined that GARVER had not failed to fulfill contractual obligations, the termination shall be

deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.6 Delays

In the event the services of GARVER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond GARVER's reasonable control, GARVER shall be entitled to additional compensation and time for reasonable costs incurred by GARVER in temporarily closing down or delaying the Project.

7.7 Rights and Benefits

GARVER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

7.8 Dispute Resolution

7.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and GARVER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or GARVER in the performance of this Agreement, and disputes concerning payment.

7.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.8.3 Notice of Dispute

7.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give GARVER written Notice at the address listed in

Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

7.8.4 **Negotiation:** Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and GARVER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of GARVER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to GARVER for services rendered by GARVER.

7.10 **Publications**

Recognizing the importance of professional development on the part of GARVER's employees and the importance of GARVER's public relations, GARVER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to GARVER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to GARVER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of GARVER's activities pertaining to any such publication shall be for GARVER's account.

7.11 **Indemnification**

7.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE, BURNS & McDONNELL, and GARVER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

7.12 Computer Models

GARVER may use or modify GARVER's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or GARVER may develop computer models during GARVER's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by GARVER does not constitute a license to CITY OF FAYETTEVILLE to use or modify GARVER's computer models. Said proprietary computer models shall remain the sole property of the GARVER. CITY OF FAYETTEVILLE and GARVER will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use GARVER's computer models.

7.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. GARVER may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by GARVER as part of the Services shall become the property of CITY OF FAYETTEVILLE when GARVER has been compensated for all Services rendered, provided, however, that GARVER shall have the unrestricted right to their use. GARVER shall, however, retain its rights in its standard drawings 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 GARVER.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. GARVER 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.

7.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

City of Fayetteville; Attn: Greg Boettcher

113 West Mountain
Fayetteville, AR 72701

GARVER's address:

Garver Engineers; Attn: Brock Hoskins
3810 Front Street, Suite 10
Fayetteville, AR 72703

ASWCC's address:

Project No. CS-050803-03
Arkansas Soil and Water Conservation Commission
101 E. Capitol, Suite 350
Little Rock, AR 72201

7.15 Successor and Assigns

CITY OF FAYETTEVILLE and GARVER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor GARVER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.17 Entire Agreement

This Agreement represents the entire Agreement between GARVER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to GARVER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by GARVER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of GARVER:

- 8.1.1 CITY OF FAYETTEVILLE's or Arkansas Soil and Water Conservation Commission's (ASWCC's) review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve GARVER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor ASWCC's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 8.1.2 GARVER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by GARVER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 8.1.3 GARVER's obligations under this clause are in addition to GARVER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against GARVER for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and GARVER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

- 8.3.1 GARVER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. GARVER shall also maintain the financial information and data used by GARVER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost

summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. GARVER will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

8.3.3 This right of access clause (with respect to financial records) applies to:

8.3.3.1 Negotiated prime agreements:

8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of GARVER;

8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

GARVER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies

maintained by GARVER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.5 Gratuities

8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that GARVER or any of GARVER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to GARVER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against GARVER as it could pursue in the event of a breach of the Agreement by GARVER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs GARVER incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, GARVER will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7 Debarment And Suspension

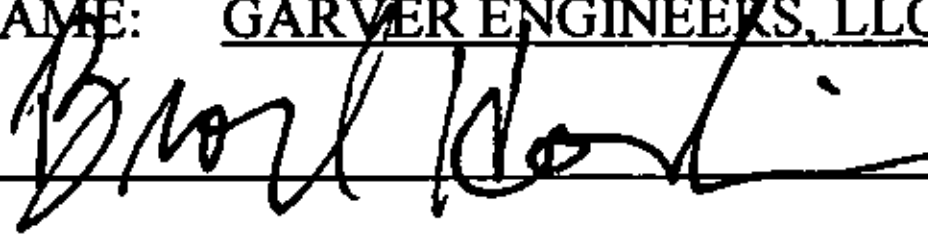
I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: GARVER ENGINEERS, LLC

SIGNATURE: 

DATE: 5-29-03

PRINTED NAME: Brock Hoskins

TITLE: Vice President

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and GARVER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

GARVER ENGINEERS, LLC
By: Brian Horl
Title: VP

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX A – SCOPE OF SERVICES FOR FINAL DESIGN PHASE

This is **Appendix A**, consisting of seven pages, referred to in and part of the **Agreement For Professional Engineering Services** between the City of Fayetteville, Arkansas (CITY OF FAYETTEVILLE) and Garver Engineers, LLC (GARVER) dated _____.

Initial:

CITY OF FAYETTEVILLE _____
GARVER ENGINEERS, LLC _____

The following contains additional Scope of Services tasks for the Final Design Phase.

Generally, the project will include the final design of wastewater improvements including gravity and force main sewers and pump stations necessary to transport wastewater to the renovated Noland Wastewater Treatment Plant as detailed in GARVER'S Preliminary Report for Fayetteville Wastewater Improvements - East Collection System, dated May 2001.

PART A - PROJECT ADMINISTRATION AND MANAGEMENT

A.1 Project Administration

- a) Perform general project administration and management activities including project initiation.
- b) Complete agreements with subconsultants.
- c) Perform internal project control including quality control, budgeting, and scheduling activities.

A.2 Coordination and Meetings

- a) Attend four-hour project kickoff meeting with CITY OF FAYETTEVILLE staff and other consultants involved in project.
- b) Attend monthly progress meetings with City Staff, Program Manager, and other consultants throughout the design period of the Eastside Collection Improvements (allows for 24 monthly meetings).
- c) Coordinate design with other consultants to insure design will integrate with other designs and to allow for appropriate environmental considerations.
- d) Coordinate design with CITY OF FAYETTEVILLE Water and Sewer Department.
- e) Prepare for and attend three public meetings.
- f) Prepare for and attend four meetings with CITY OF FAYETTEVILLE Water and Sewer Committee.
- g) Prepare for and attend four CITY OF FAYETTEVILLE City Council Meetings.
- h) Meet with adjacent property owners as required.
- i) Furnish both preliminary and final plans to all known utility owners affected by the project and request construction cost estimates for the required utility relocations. Conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. These coordination meetings will take place at the CITY OF FAYETTEVILLE offices or GARVER'S office.

- j) Meet and coordinate with Arkansas DEQ, AHTD, and ADH as necessary to obtain permits for construction of project. A total of three meetings, one with each group, is anticipated.
- k) Coordinate with CITY OF FAYETTEVILLE Landscaping Department regarding trees.
- l) Convert drawings to new CITY OF FAYETTEVILLE CAD standards.

A.3 Value Engineering

Participate in Value Engineering (VE) Study with CITY OF FAYETTEVILLE and CITY OF FAYETTEVILLE'S consultant. GARVER staff will participate as detailed in the Value Engineering fee spreadsheet (part of Appendix A1) attached and will provide plan sheets and other documents as requested by the VE team. GARVER will incorporate the final list of accepted VE revisions into the construction documents.

PART B – SURVEYS

B.1 Surveys for Design

For the line work, GARVER will conduct field surveys consisting of cross sections at intervals and for distances each side of the existing pipe centerline appropriate for modeling the existing ground, including any pertinent features or improvements between sections, along the designated route. Location of buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present on the route, will be located.

For the pump station sites, GARVER will conduct radial topography field surveys to locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present on the site.

Permanent control points will be established along the line routes and pump station sites utilizing GPS methods in combination with electronic total stations and data collectors noting the coordinates and elevations to the nearest 0.01 foot. All survey data will be tied to the CITY OF FAYETTEVILLE'S plane coordinate system and all elevations will be tied to the National Geodetic Vertical Datum (NGVD) 1929.

The location of a significant part of Line 7 is not evident due to long distances between manholes and curves in the line. The CITY OF FAYETTEVILLE wants GARVER to be responsible for determining the horizontal location of the existing line prior to surveying it. GARVER will subcontract with EnTech Engineering Inc., who will determine and mark the horizontal location of the line to the extent possible and practical utilizing ground penetrating radar and/or infrared thermography.

B.2 Property Surveys

GARVER will locate existing monumentation representing right of way and/or easements based on record data which will be provided by a subconsultant to GARVER. GARVER will provide

surveying and mapping as required to prepare right-of-way acquisition documents for the City's use.

PART C – PROPERTY ACQUISITION DOCUMENTS

Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property along each line route and for each pump station site. GARVER'S fee is based on preparing permanent acquisition documents for an estimated 60 properties and temporary easement documents for 145 properties.

PART D – DESIGN

D.1 Linework

GARVER will design and provide construction contract documents for the linework improvements discussed in the following paragraphs.

D.1.1 Line 4 (Parallel Gravity Sewer Service Lines along Town Branch)

Line 4 is primarily comprised of three parallel lines located in the south part of Fayetteville flowing east near and parallel to Town Branch and serves as a major gravity collector for several mini-systems and other collector lines. One of these lines, the South Interceptor, is relatively new and will remain in place. The other two parallel pipes are both clay and are undersized for the proposed design flow. GARVER will design a new single larger diameter pipe to replace both of the undersized old clay pipes. The size of each segment along Line 4 will correspond to the sizes recommended in GARVER'S Preliminary Report. Within the pipe network of Line 4, over 34,000 linear feet of pipe will be abandoned and removed. The proposed improvements include approximately 16,000 linear feet of larger diameter pipe.

D.1.2 Line 7 (Force Main from Pump Station 21 to the Noland Plant)

This is an existing 36-inch line, which functions as a gravity line and a force main, that transports wastewater from the White River Basin (from Pump Station No. 21) to the Noland Plant (approximately 25,000 feet). GARVER will design a new 48-inch gravity line parallel to the existing 36-inch line, which will remain in service as a gravity-only pipe. The interceptor at the Noland Plant will be coordinated with Black & Veatch and RJN.

D.1.3 Line 13 (Force Main from Pump Station 13)

Line 13 is located between Stonebridge Road and Highway 16 East and less than one (1) mile east of the Highway 16E and Highway 265 intersection. LINE 13 is an 8" force main that transports wastewater northward less than 100 feet before it connects to LINE 7. GARVER will design a new 10-inch force main parallel to the existing force main, which will be abandoned in place.

D.1.4 Line 15 (Force Main from Pump Station 15)

Line 15 is located in the northeast corner of the Country Club Estates in south Fayetteville and

and transports wastewater originating from the residences in this subdivision. LINE 15 is a 4" force main that transports wastewater southwesterly approximately 1,100 feet where it terminates in a manhole on an existing gravity sewer line. GARVER will design a new 6-inch force main parallel to the existing force main, which will be abandoned in place.

D.1.5 Line 19 (Force Main from Pump Station 19)

Line 19 transports wastewater originating from part of eastern Fayetteville and from the western part of Elkins. LINE 19 is an 8" force main that transports wastewater northward approximately 4,000 feet until the force main joins LINE 7. GARVER will design a new 16-inch force main parallel to the existing force main, which will be abandoned in place.

D.2 Pump Stations

D.2.1 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.

GARVER will design for the following improvements:

- Two new, larger capacity, 6-in submersible pumps
- New, larger capacity discharge valves and pump header
- New, larger capacity wet well
- New control building
- New odor control equipment
- New electrical generator for backup power
- Ancillary items related to these improvements

D.2.2 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.

GARVER will design for the following improvements:

- Removal of the existing overflow line
- New odor control equipment
- New electrical generator for backup power electrical generator
- Replacement of the wet well hatches and sump

D.2.3 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.

GARVER will design for the following improvements:

- Two new, larger capacity, 4-in submersible pumps

- New, larger capacity discharge valves and pump header
- New, larger capacity wet well
- New electrical generator for backup power
- Ancillary items related to these improvements

D.2.4 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.

GARVER will design for the following improvements:

- Removal of the existing overflow line
- New odor control equipment
- New electrical generator for backup power electrical generator, and
- Replacement of the wet well hatches and sump

D.2.5 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.

GARVER will design for the following improvements:

- Rehabilitation of existing 4-in pumps
- Four new magnesium anode packs
- Structural repair and refinishing
- New odor control equipment
- New electrical generator for backup power
- New sump
- Ancillary items related to these improvements

D.2.6 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.

GARVER will design for the following improvements:

- Two new, larger capacity, 8-in submersible pumps
- New, larger capacity discharge valves and pump header
- New, larger capacity wet well
- New control building
- New odor control equipment
- New electrical generator for backup power
- Ancillary items related to these improvements

D.2.7 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.

This station will be taken out of service. GARVER will design for the following improvements:

- Demolishing, filling, capping, and abandoning the existing pump station structures, except for the flow splitting channel in the existing wet well structure
- A new weir or other structure for both the proposed gravity line and the existing 36-inch line

D.3 General

GARVER will accomplish the following:

1. Utilize City-provided front end construction contract documents and Division 1 specifications.
2. Provide remaining Division 2 through 16 specifications.
3. Utilize City-provided drafting and design standards and criteria.
4. Coordinate with RJN Group regarding odor control measures to be installed in the East and West Collection Systems and make every practical effort to utilize consistent equipment, materials, methods, etc.
5. Prepare an opinion of probable construction cost for each project and update the cost opinion at the time of receipt of bids for each project.
6. Collect information for and prepare and submit applications for City construction permits.
7. Provide pump characteristics and specifications for large pumping units to Burns & McDonnell for possible advance purchase and assignment to construction contractors. Include in bidding documents instructions for shipping, receiving, unloading, handling, storage, installation, warranty, and startup for pumping units.
8. Provide shop drawing review and approval, plant testing, field acceptance, and manufacturer's field services for pre-purchased pumping units.
9. Provide proposed architectural treatments and finishes to CITY OF FAYETTEVILLE for approval.
10. Submit to CITY OF FAYETTEVILLE, for Burns & McDonnell review and comment, five copies of work to date for each design review milestone as listed in Section 6.1.1.2 of the Agreement for each project. For the comments accepted by the CITY OF FAYETTEVILLE, incorporate into bidding documents.
11. Furnish to Burns & McDonnell a list of eligible tax exempt equipment for each project for certification as described in ASWCC RLF-53 (R-7/01).

The following responsibilities are excluded from GARVER'S scope of work under this agreement:

1. Redesign for the CITY OF FAYETTEVILLE'S convenience or due to changed conditions, after receiving approval of the design from the CITY OF FAYETTEVILLE.
2. Design of any utilities relocation other than water and sewer.
3. Wetlands identification, compensatory mitigation design, or any work related to historically significant items.
4. SCADA design.

APPENDIX A1

CITY OF FAYETTEVILLE EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

FEE SUMMARY - DESIGN PHASE

Phase 1 - Pump Stations 13, 15, and 19 and associated force main improvements

Design & Property Surveys	\$48,926
Property Acquisition Documents	\$32,322
Preliminary Design	\$133,011
Final Design	\$139,363
Total	<u>\$353,622</u>

Phase 2 - Line 7, Pump Station 21

Design & Property Surveys	\$68,898
Property Acquisition Documents	\$43,795
Preliminary Design	\$152,757
Final Design	\$208,053
Total	<u>\$473,503</u>

Phase 3 - Line 4

Design & Property Surveys	\$63,844
Property Acquisition Documents	\$29,478
Preliminary Design	\$140,846
Final Design	\$162,287
Total	<u>\$396,456</u>

Phase 4 - Pump Stations 14, 16 & 18

Design & Property Surveys	\$16,705
Property Acquisition Documents	\$0
Preliminary Design	\$58,896
Final Design	\$63,307
Total	<u>\$138,909</u>

Geotechnical Investigations	\$42,225
Property Record Research (Abstractor)	\$15,000
Locator Service (Line 7)	\$69,729
Project Administration/Management/VE Study	\$180,680
Sales Tax	\$0

DESIGN PHASE LUMP SUM FEE	\$1,670,124
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APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

SURVEYS-PS NO.13

WORK TASK DESCRIPTION	Senior Project Manager hr	Project Manager hr	Senior Project Engineer hr	Project Engineer hr	Senior Design Engineer hr	Design Engineer hr	Project Surveyor hr	Survey Coord hr	Environ- mental Scientist hr	Project Landscape Architect hr	Senior Tech/ Draftsman hr	Tech./ Draftsman hr	Clerical hr	Survey Crew (2-men) hr	Senior Const Engineer hr	Senior Const Observer hr	Const Observer hr
1. Design Surveys																	
Horizontal control							1					1		2			
Vertical control							1					1		2			
Location surveys							2							1			
Utility locations							1										
Data reduction and processing																	
Subtotal - Design Surveys	0	0	0	0	0	0	0	0	0	0	0	2	0	12	0	0	0
2. Property Surveys																	
Record research							1										
Property corner research							2	2				1		4			
Traverse control corners and property corners							1	1						8			
Data reduction and processing							4	2									
Determining Easement							2	1				1					
Determine required easements and temporary construction easements																	
Subtotal - Property Surveys	0	0	0	0	0	0	11	7	0	0	0	2	0	12	0	0	0

Hours

Salary Costs

0	0	0	0	0	0	0	17	7	0	0	0	4	0	25	0	0	0
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$408.00	\$143.50	\$0.00	\$0.00	\$0.00	\$73.00	\$0.00	\$887.50	\$0.00	\$0.00	\$1,612.00

SUBTOTAL - SALARIES

\$1,612.00

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD (176%)

\$2,834.64

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$25.00
Survey Supplies	\$10.00
Aerial Photography	\$0.00
GPS Equipment @ \$45/hour	\$90.00
Travel Costs	\$40.00
Subtotal	\$165.00

Subtotal

\$4,611.54

PROFESSIONAL FEE (profit)

\$681.73

CONSULTANTS

\$0.00

TOTAL COST:

\$5,303.27

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

SURVEYS-PS NO. 16

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Estimate Analyst Schedule	Project Landscaping Architect	Senior Tech/ Draftsman	Tech. / Draftsman	Chief	Survey Coord (2-week)	Senior Design Engineer	Cost Engineer	Senior Cost Observer	Cost Observer
1. DESIGN SURVEY																		
Horizontal survey																		
Vertical survey																		
Location survey																		
Utility locations																		
Data reduction and plotting																		
Subtotal - Design Surveys	0	0	0	0	0	0	0	0	0	0	0	0	0	13	0	0	0	0
2. PROPERTY SURVEY																		
Property corners																		
Property corner monuments																		
Property corners, fences and adjacent owners																		
Data reduction and plotting																		
Planning future projects																		
Describe results of surveys and become by subdivision statements																		
Subtotal - Property Surveys	0	0	0	0	0	0	11	7	0	0	0	0	0	13	0	0	0	0

Hours

Salary Costs

0	0	0	0	0	0	0	17	7	0	0	0	0	0	20	0	0	0	0
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00.00	0.00.00	0.00	0.00	0.00	0.00	0.00	0.00.00	0.00	0.00	0.00	0.00

\$1,612.00

SUBTOTAL - SALARIES

\$1,612.00

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD (17%)

\$2,234.54

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	0.00
Survey Supplies	0.00
Aerial Photography	0.00
GPS Equipment @ \$43/hour	0.00
Travel Costs	0.00

Subtotal

\$4,811.54

PROFESSIONAL FEE (profit)

\$991.73

CONSULTANTS

\$0.00

TOTAL COST:

\$6,803.27

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

WORK TASK DESCRIPTION																	
	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environmental Scheduler	Project Landscape Architect	Senior Tech./ Draftsman	Tech / Draftsman	Cartical	Survey Crew (2-ones)	Senior Const. Engineer	Senior Const. Observer	Const. Observer
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Design Surveys																	
Horizontal control							1					1		2			
Vertical control							1							2			
Location surveys							1					1		8			
Utility locations							2							1			
Data reduction and processing							1										
Subtotal - Design Surveys	0	0	0	0	0	0	8	0	0	0	0	2	0	13	0	0	0
2. Property Surveys																	
Record research							1										
Property corner research							2	2				1		4			
Traverse cornering corners and property corners							1	1						8			
Data reduction and processing							1	1									
Determining Existing Easements							4	2									
Determining required easements and temporary construction easements							2	1				1					
Subtotal - Property Surveys	0	0	0	0	0	0	11	7	0	0	0	2	0	12	0	0	0
Hours	0	0	0	0	0	0	17	7	0	0	0	4	0	25	0	0	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$408.00	\$143.50	\$0.00	\$0.00	\$0.00	\$73.00	\$0.00	\$987.50	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES		\$1,612.00
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (176%)		\$2,834.54
<u>DIRECT NON-LABOR EXPENSES</u>		
Reproduction/Printing	\$25.00	
Survey Supplies	\$10.00	
Aerial Photography	\$0.00	
GPS Equipment @ \$45/hour	\$90.00	
Travel Costs	\$40.00	\$165.00
Subtotal		\$4,611.54
PROFESSIONAL FEE (profit)		\$691.73
CONSULTANTS		\$0.00
<u>TOTAL COST:</u>		\$5,303.27

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Captain	Embarked Subtotal	Project Landscape Architect	Senior Tech. Disturbance	Task / Disturbance	Critical	Survey Crew (Person)	Senior Const. Engineer	Const. Engineer	Senior Const. Observer	Const. Observer
1. DESIGN SURVEY																		
Horizontal control	IV	IV											IV				IV	
Vertical control												1		2				
Location survey												1		2				
Utility location														12				
Data reduction and processing																		
Subtotal - Design Survey	0	0	0	0	0	0	0	0	0	0	0	2	0	18	0	0	0	0
2. PROPERTY SURVEY																		
Property research																		
Property owner research																		
Transfer property owner and property owner												1		6				
Data reduction and processing														8				
Subtotal - Property Survey																		
Subtotal - Design Survey	0	0	0	0	0	0	0	0	0	0	0	2	0	18	0	0	0	0
Subtotal - Property Survey	0	0	0	0	0	0	0	0	0	0	0	1	0	12	0	0	0	0

[illegible]

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

SURVEYS-LINE 15

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environ- mental Scientist	Project Landscape Architect	Senior Tech/ Draftsman	Tech / Draftsman	Clerical	Survey Crew (2-man)	Senior Const Engineer	Const Engineer	Senior Const Observer	Const Observer
1. Design Surveys																		
Horizontal control							1					1		8				
Vertical control							1					1		4				
Location surveys							2	2				1		24				
Utility locations							2	1						8				
Data reduction and processing							4											
Subtotal - Design Surveys	0	0	0	0	0	0	10	3	0	0	0	3	0	44	0	0	0	0
2. Property Surveys																		
Record research							0						1					
Property corner research							2	2				2		8				
Transfer corners and property corners							2	1						12				
Data reduction and processing							2											
Determining Easement Elements							16	4										
Determining required easements and temp. contribution easements							0	2				2						
Subtotal - Property Surveys	0	0	0	0	0	0	20	9	0	0	0	4	1	18	0	0	0	0

Hours

Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,182.00	\$248.00	\$0.00	\$0.00	\$0.00	\$177.75	\$12.50	\$2,449.00	\$0.00	\$0.00	\$0.00	\$3,987.25
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SUBTOTAL - SALARIES

\$3,987.25

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD (17%)

\$7,611.18

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$50.00
Survey Supplies	\$25.00
Aerial Photography	\$0.00
GPS Equipment @ \$45/hour	\$180.00
Travel Costs	\$80.00
Subtotal	\$335.00

Subtotal

\$11,333.43

PROFESSIONAL FEE (profit)

\$1,700.01

CONSULTANTS

\$0.00

TOTAL COST:

\$13,033.44

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

SURVEYS-LINE 19

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Crew	Senior Crew Engineer	Senior Crew Observer	Senior Observer
1. Office Services											
Horizontal control											
Vertical control											
Location surveys											
Utility surveys											
Data reduction and processing											
2. Subtotal - Design Surveys	0	0	0	0	0	0	0	0	0	0	0
3. Property Surveys											
Record inspection											
Property corner recovery											
Tie lines between corners and property corners											
Data reduction and processing											
Determining Easement Parameters											
Determining required setbacks and home construction setbacks											
4. Subtotal - Property Surveys	0	0	0	0	0	0	0	0	0	0	0

Hours	0	0	0	0	0	0	0	0	0	0	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,480.00	\$348.00	\$0.00	\$0.00	\$4,288.00

SUBTOTAL - SALARIES \$4,288.00

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (118%) \$7,189.90

DIRECT NON-LABOR EXPENSES	
Reproduction/Printing	\$30.00
Survey Supplies	\$25.00
Aerial Photography	\$0.00
GPS Equipment @ \$45/hour	\$300.00
Travel Costs	\$100.00
	\$355.00

Subtotal \$12,264.40

PROFESSIONAL FEE (line 2)

CONSULTANTS \$0.00

TOTAL COST: \$14,127.87

**CITY OF FAYETTEVILLE
EAST COLLECTION SYSTEM WASTEWATER IMPROVEMENTS**

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environmental Scientist	Project Landscape Architect	Senior Tech./ Draftsman	Tech. / Draftsman	Clrical	Survey Crew (2-man)	Senior Const. Engineer	Senior Const. Observer	Const. Observer
1. Acquisition Documents																	
Permanent Right-of-Way Acquisition Documents (1 pers%)	0	0	0	0	0	0	0	2	0	0	0	2	1	0	0	0	0
Temporary Construction Easements (1 pers%)	0	0	0	0	0	0	2	1	0	0	0	2	1	0	0	0	0
Subtotal - Civil Engineering	0	0	0	0	0	0	0	3	0	0	0	4	2	0	0	0	0

TOTAL COST: \$1,143.76

**CITY OF FAYETTEVILLE
EAST COLLECTION SYSTEM WASTEWATER IMPROVEMENTS**

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Control	Environmental Specialist	Project Landscaping Architect	Senior Tech./Qualification	York / Distribution	Client	Survey Cost	Senior Cost Engineer	Cost Engineer	Senior Cost Observer	Cost Observer
1. Acquisition Operations																		
Purchase of 1000 sq. ft. Acquisition (10 person)	0	0	0	0	0	0	20	12	0	0	0	0	0	0	0	0	0	0
Temporary Construction (10 person)	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0
Subtotal - Civil Engineering	0	0	0	0	0	0	40	10	0	0	0	12	0	0	0	0	0	0

[illegible]

**CITY OF FAYETTEVILLE
EAST COLLECTION SYSTEM WASTEWATER IMPROVEMENTS**

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environmental Architect	Project Landscape Architect	Senior Tech./ Draftsman	Tech. / Draftsman	Clerical	Survey Crew (2+year)	Senior Const. Engineer	Const. Engineer	Senior Const. Observer	Const. Observer
1. Acquisition Documents																		
Permanent Right-of-Way Acquisition Documents (10 percent)	0		0	0	0	0	0	30	0	0	0	247	6	0	0	0	0	0
Temporary Construction Easements (10 percent)	0		0	0	0	0	16	4	0	0	0	4	6	0	0	0	0	0
Subtotal - Civil Engineering	0	0	0	0	0	0	166	34	0	0	0	251	12	0	0	0	0	0

[illegible]

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

PRELIMINARY DESIGN-LINE 13

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coordinator	Environmental Biologist	Project Landscape Architect	Senior Tech./ Draftsman	Tech./ Draftsman	Chief	Survey Crew (Chief)	Senior Crew Engineer	Const. Engineer	Senior Const. Observer	Const. Observer
1. Civil Engineering																		
SDM Preliminary Survey Modeling																		
Preliminary Plans																		
Initial Stationing																		
Plan & Profile Sheets																		
Modeling of 1 mile Plan																		
Topographical and Survey Reproduction																		
Survey Reproduction Plans																		
Typical Details																		
Option of Possible Construction Cost																		
Cost Analysis																		
Subtotal - Civil Engineering	0	3	0	0	7	25	18	2	0	0	0	0	0	0	0	0	0	0
2. Structural Engineering																		
Structural Engineering																		
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																		
Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal - General Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Hours	0	3	0	0	7	25	18	2	0	0	0	0	0	0	0	0	0	0
Salary Grade	\$0.00	\$108.00	\$254.00	\$0.00	\$176.00	\$548.00	\$240.00	\$41.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.00

SUBTOTAL - SALARIES \$1,300.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (175%) \$2,450.24

DIRECT NON-LABOR EXPENSES
 Reproduction/Printing \$200.00
 Survey Supplies \$0.00
 Aerial Photography \$0.00
 GPS Equipment \$0.00
 Travel Costs \$25.00
 \$225.00

Subtotal \$4,981.24

PROFESIONAL FEE (gross) \$4,981.24

CONSULTANTS \$0.00

TOTAL COST: \$4,981.24

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

[illegible]

Hours	12	19	8	22	67	188	16	3	88	9	143	98	1	6	6	6	6	6	6
Salary Costs	\$571.00	\$884.00	\$1256.00	\$938.00	\$1,879.00	\$3,160.00	\$2462.00	\$411.00	\$1,282.50	\$0.00	\$7,286.00	\$1,672.00	\$12.50	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,471.60
SUBTOTAL - SALARIES																			
\$11,775.60																			
LABOR AND GENERAL																			
ADMINISTRATIVE OVERHEAD (170%)																			
\$20,704.16																			
DISCRETIONARY LABOR EXPENSES																			
		\$700.00																	
Reproduction/Printing		\$700.00																	
Survey Supplies		\$0.00																	
Aerial Photography		\$0.00																	
GPS Equipment		\$0.00																	
Total Costs		\$700.00																	
\$400.00																			
Subtotal																			
\$12,880.16																			
PROFESSIONAL FEE (over)																			
\$4,512.82																			
CONSULTANTS																			
\$0.00																			
TOTAL COSTS																			
\$27,912.18																			

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

PRELIMINARY DESIGNS NO. 18

ITEM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478
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**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

WORK TASK DESCRIPTION	WORK TASK DESCRIPTION										WORK TASK DESCRIPTION										WORK TASK DESCRIPTION										WORK TASK DESCRIPTION									
	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Estimate/Schedule	Project Landscape Architect	Senior Tech./Draftsman	Tech./ Draftsman	Chief	Survey Coord (Detail)	Senior Center Engineer	Center Engineer	Senior Center Observer	Center Observer																						
1. Civil Engineering	944.00	630.00	322.00	628.00	326.00	311.00	324.00	320.00	323.25	326.00	322.00	310.25	312.00	326.00	323.25	320.00	323.00	310.00																						
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr																						
	1. Civil Engineering																																							
	DTM Preparation, Section Modeling																																							
	Preliminary Plans																																							
	Preliminary Site Plans																																							
	Order Current Preliminary Construction with RUM																																							
	Overseeing Construction																																							
	Grading of Pavement Construction Cost																																							
	GC Review																																							
2. Structural Engineering	944.00	630.00	322.00	628.00	326.00	311.00	324.00	320.00	323.25	326.00	322.00	310.25	312.00	326.00	323.25	320.00	323.00	310.00																						
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr																						
	2. Structural Engineering																																							
	Preliminary Plans																																							
	Site Wall Section and 1/4" High Plans																																							
	Final Wall Section																																							
	General Section 1/4" and Final Plans and Details																																							
	General Building Dimensions and Details																																							
	General Building Dimensions																																							
	Grading of Pavement Construction Cost																																							
3. Mechanical Engineering	944.00	630.00	322.00	628.00	326.00	311.00	324.00	320.00	323.25	326.00	322.00	310.25	312.00	326.00	323.25	320.00	323.00	310.00																						
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr																						
	3. Mechanical Engineering																																							
	Preliminary Plans																																							
	HVAC System																																							
	General - Mechanical Engineering																																							
	Electrical Engineering																																							
	Site Wall Section - 1/4" High Section, Civil is shown between 3.1.1																																							
	Preliminary Plans																																							
	General - Mechanical Engineering																																							
4. Electrical Engineering	944.00	630.00	322.00	628.00	326.00	311.00	324.00	320.00	323.25	326.00	322.00	310.25	312.00	326.00	323.25	320.00	323.00	310.00																						
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr																						
	4. Electrical Engineering																																							
	Preliminary Plans																																							
	General - Electrical Engineering																																							
	Electrical Engineering																																							
	Site Wall Section - 1/4" High Section, Civil is shown between 3.1.1																																							
	Preliminary Plans																																							
	General - Electrical Engineering																																							
	Electrical Engineering																																							
5. Environmental Engineering	944.00	630.00	322.00	628.00	326.00	311.00	324.00	320.00	323.25	326.00	322.00	310.25	312.00	326.00	323.25	320.00	323.00	310.00																						
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr																						
	5. Environmental Engineering																																							
	Preliminary Plans																																							
	General - Environmental Engineering																																							
	Environmental Engineering																																							
	Site Wall Section - 1/4" High Section, Civil is shown between 3.1.1																																							
	Preliminary Plans																																							
	General - Environmental Engineering																																							
	Environmental Engineering																																							

[illegible]

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

PRELIMINARY DESIGN-LINE 15

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Land- mark Schedule	Project Landmark Architect	Senior Tech/ Draftsman	Tech / Draftsman	Client	Survey Cost (2-week)	Senior Cost Engineer	Cost Engineer	Senior Cost Observer	Cost Observer
1. Civil Engineering																		
DTM Preparation, Surface Modeling																		
Profile View																		
Typical Section																		
Pipe & Profile Sheet																		
Improvement of Traffic Plan																		
Individual Water and Sewer Collection																		
Surface Reproduction Plan																		
Typical Details																		
Option of Possible Construction Cost																		
QC Review																		
Subtotal - Civil Engineering	0	2	0	0	10	24	40	4	0	0	0	12	0	0	0	0	0	0
2. Structural Engineering																		
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Hours

0	2	0	0	10	24	40	4	0	0	0	0	12	0	0	0	0	0	0
\$0.00	\$172.00	\$388.00	\$0.00	\$750.00	\$504.00	\$980.00	\$42.00	\$42.00	\$0.00	\$0.00	\$0.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,378.00

SUBTOTAL - SALARIES \$2,378.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (176%)

\$4,178.28

DIRECT LABOR-EXPENSES

Reproduction/Printing	\$200.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$25.00
Subtotal	\$225.00

Subtotal

\$4,778.28

PROFESSIONAL FEE (10%)

\$1,818.43

CONSULTANTS

\$0.00

TOTAL COST:

\$7,793.63

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

PRELIMINARY DESIGN-LINE 19

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environmental Scientist	Project Landscape Architect	Senior Tech./ Draftsman	Tech./ Draftsman	Chief	Survey Crew (2-man)	Senior Const Engineer	Const Engineer	Senior Const Observer	Const Observer
1. Civil Engineering																		
DTM Preparation Surface Modeling					2		40	8										
Preliminary Plans																		
Typical Sections			1		4	24						24						
Plan & Profile Sheets		1	1		4	24						24						
Maintenance of Traffic Plan			1		1	4						4						
Industrial Water and Sewer Relocation			1		2	8						8						
Surface Restoration Plans			1		2	16						24						
Typical Details			1		4	16						24						
Division of Projects Construction Cost			1		4	8						0						
QC Review		2	4															
Subtotal - Civil Engineering	8	3	11	8	23	108	48	8	8	8	8	108	8	8	8	8	8	8
2. Structural Engineering																		
Subtotal - Structural Engineering	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
4. Electrical Engineering																		
Subtotal - Electrical Engineering	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Hours	8	3	11	8	23	108	48	8	8	8	8	108	8	8	8	8	8	8
Salary Costs	\$0.00	\$108.00	\$552.00	\$0.00	\$576.00	\$2,100.00	\$980.00	\$184.00	\$0.00	\$0.00	\$0.00	\$1,971.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,235.00

SUBTOTAL - SALARIES

\$6,235.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (176%)

\$10,954.83

DIRECT NON-LABOR EXPENSE

Reproduction/Printing	\$200.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$50.00
	\$250.00

Subtotal

\$17,434.83

PROFESSIONAL FEE (profit)

\$2,615.22

CONSULTANTS

\$0.00

TOTAL COST:

\$20,659.06

**CITY OF FAYETTEVILLE
EASY WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible][illegible]**SUBTOTAL - SALARIES** 10,608.76

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD (17.7%)

CHARTER SCHOOL LEADS

000000

1998

CPG Legend

Travel Costs	1997-98	1998-99
	1,400.00	1,400.00

1954

THE

PROFESSIONAL FEE (credit)

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

CONTROL POINTS

ITEM	QTY	UNIT	PRICE	TOTAL
1.000	1.000	UNIT	1.000	1.000
2.000	2.000	UNIT	2.000	2.000
3.000	3.000	UNIT	3.000	3.000
4.000	4.000	UNIT	4.000	4.000
5.000	5.000	UNIT	5.000	5.000
6.000	6.000	UNIT	6.000	6.000
7.000	7.000	UNIT	7.000	7.000
8.000	8.000	UNIT	8.000	8.000
9.000	9.000	UNIT	9.000	9.000
10.000	10.000	UNIT	10.000	10.000
11.000	11.000	UNIT	11.000	11.000
12.000	12.000	UNIT	12.000	12.000
13.000	13.000	UNIT	13.000	13.000
14.000	14.000	UNIT	14.000	14.000
15.000	15.000	UNIT	15.000	15.000
16.000	16.000	UNIT	16.000	16.000
17.000	17.000	UNIT	17.000	17.000
18.000	18.000	UNIT	18.000	18.000
19.000	19.000	UNIT	19.000	19.000
20.000	20.000	UNIT	20.000	20.000
21.000	21.000	UNIT	21.000	21.000
22.000	22.000	UNIT	22.000	22.000
23.000	23.000	UNIT	23.000	23.000
24.000	24.000	UNIT	24.000	24.000
25.000	25.000	UNIT	25.000	25.000
26.000	26.000	UNIT	26.000	26.000
27.000	27.000	UNIT	27.000	27.000
28.000	28.000	UNIT	28.000	28.000
29.000	29.000	UNIT	29.000	29.000
30.000	30.000	UNIT	30.000	30.000
31.000	31.000	UNIT	31.000	31.000
32.000	32.000	UNIT	32.000	32.000
33.000	33.000	UNIT	33.000	33.000
34.000	34.000	UNIT	34.000	34.000
35.000	35.000	UNIT	35.000	35.000
36.000	36.000	UNIT	36.000	36.000
37.000	37.000	UNIT	37.000	37.000
38.000	38.000	UNIT	38.000	38.000
39.000	39.000	UNIT	39.000	39.000
40.000	40.000	UNIT	40.000	40.000
41.000	41.000	UNIT	41.000	41.000
42.000	42.000	UNIT	42.000	42.000
43.000	43.000	UNIT	43.000	43.000
44.000	44.000	UNIT	44.000	44.000
45.000	45.000	UNIT	45.000	45.000
46.000	46.000	UNIT	46.000	46.000
47.000	47.000	UNIT	47.000	47.000
48.000	48.000	UNIT	48.000	48.000
49.000	49.000	UNIT	49.000	49.000
50.000	50.000	UNIT	50.000	50.000
51.000	51.000	UNIT	51.000	51.000
52.000	52.000	UNIT	52.000	52.000
53.000	53.000	UNIT	53.000	53.000
54.000	54.000	UNIT	54.000	54.000
55.000	55.000	UNIT	55.000	55.000
56.000	56.000	UNIT	56.000	56.000
57.000	57.000	UNIT	57.000	57.000
58.000	58.000	UNIT	58.000	58.000
59.000	59.000	UNIT	59.000	59.000
60.000	60.000	UNIT	60.000	60.000
61.000	61.000	UNIT	61.000	61.000
62.000	62.000	UNIT	62.000	62.000
63.000	63.000	UNIT	63.000	63.000
64.000	64.000	UNIT	64.000	64.000
65.000	65.000	UNIT	65.000	65.000
66.000	66.000	UNIT	66.000</	

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

FINAL DESIGN-PS NO. 15

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environmental Scientist	Project Landscape Architect	Senior Tech./ Draftsman	Tech./ Draftsman	Classical	Survey Crew (2-man)	Senior Const. Engineer	Const. Engineer	Senior Const. Observer	Const. Observer
1. Civil Engineering																		
Final Plans																		
Final Site Plans	1				8	8			8		40							
Specifications/Contract Documents	2	2			8													
Option of Probable Construction Cost	2				8													
OC Review	2	1	4															
Responses to Review Comments	1		2		4						4							
City Permits			1															
Pump Specs. in BMM and list of required equipment	1		2						2									
Services for Pre-Purchased Pump Units	1		1						5									
Subtotal - Civil Engineering	13	3	10	24	28	12	8	8	18	8	44	8	8	8	8	8	8	8
2. Structural Engineering																		
Final Plans																		
Wall, Well Bottom and Top Side Plans																		
Wall Well Sections																		
Wall Well Structural Details																		
Technical Specifications																		
Option of Probable Construction Cost																		
OC Review																		
Responses to Review Comments																		
Subtotal - Structural Engineering	8	18	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
3. Mechanical Engineering																		
Final Plans	0.5				1	0.5					0.5							
Technical Specifications																		
Option of Probable Construction Cost																		
OC Review																		
Responses to Review Comments																		
Subtotal - Mechanical Engineering	0.5	8	8	8	1	1.5	8	8	8	8	1.5	8	8	8	8	8	8	8
4. Electrical Engineering																		
Final Plans	4				18	8					8							
Final Calculations					2													
Final Specifications					2													
Option of Probable Construction Cost					8													
OC Review	4		4															
Responses to Review Comments			2		2						4							
Subtotal - Electrical Engineering	8	8	8	8	28	8	8	8	8	8	12	8	8	8	8	8	8	8
Hours	21.8	26	18	34	48	81.8	8	8	18	8	87.8	48	3	8	8	8	8	8
Salary Costs	\$848.00	\$826.00	\$578.00	\$888.00	\$1,228.00	\$1,711.00	\$0.00	\$80.00	\$378.75	\$80.00	\$1,283.00	\$700.00	\$37.50	\$0.00	\$0.00	\$0.00	\$0.00	\$8,501.75

SUBTOTAL - SALARIES

\$8,501.75

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD (17%)

\$1,454.48

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$200.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$100.00
Subtotal	\$300.00

PROFESSIONAL FEE (profit)

\$3,751.23

CONSULTANTS

\$0.00

TOTAL COST:

\$27,313.81

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible]**SUBTOTAL - BALANCE**

LABOR AND GENERAL ADJUSTMENTAL OVERHEAD (17%)

\$3,631.56

DIRECTOR GENERAL

Reproduction/Flying	\$200.00	
Survey Supplies	\$0.00	
Aerial Photography	\$0.00	
CPG Equipment	\$0.00	
Total Costs	\$200.00	\$223.00

1,223.00

References

15,023.40

PROFESSIONAL FEE (per hour)

1998-99

CONCLUSIONS

3

TOTAL COST:

14-01074

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible]

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible][illegible]

LASHON AND GENERAL

ADMINISTRATIVE OVERHEAD (170%)

INTERVIEW WITH THE DIRECTOR

Researcher's Point

Reporting meeting

THE
WORLD

Case Fontaine
Interpretation

Yarned Cases
Cable Enclosures

Travel Costs

•

1

100

PROFESSIONAL FEE

CONFIDENTIALITY

TOTAL COST:

Index

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

FINAL DESIGN-LINE 19

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environ- mental Scientist	Project Landscape Architect	Senior Tech./ Draftsman	Tech./ Draftsman	Chief	Survey Crew (2-man)	Senior Const. Engineer	Const. Engineer	Senior Const. Observer	Const. Observer
1. Civil Engineering																		
Final Plans	\$44.00 hr	\$36.00 hr	\$32.00 hr	\$28.00 hr	\$25.00 hr	\$21.00 hr	\$24.00 hr	\$20.50 hr	\$25.25 hr	\$28.00 hr	\$22.00 hr	\$18.25 hr	\$12.50 hr	\$39.50 hr	\$22.25 hr	\$20.00 hr	\$23.00 hr	\$18.00 hr
Typical Sections			2		4	24						24						
Plan & Profile Sheets		1	4		4	24						24						
Maintenance of Traffic Plan			1		2	4						4						
Incidental Water and Sewer Relocation			1		2	6						16						
Surface Restoration Plans			1		2	16						16						
Typical Details			1		4	20						20						
Environ Control Plans			1		4	8												
Specifications/Contract Documents			4		4	24							16					
Option of Probable Construction Cost			4		2	8												
QC Review			4		4	12												
Response to Review Comments			2		6							8						
City Permits			1		1	3												
Subtotal - Civil Engineering	4	12	34	0	28	138	0	0	0	0	0	110	16	0	0	0	0	0
2. Structural Engineering																		
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical Specifications																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	4	12	34	0	28	138	0	0	0	0	0	110	16	0	0	0	0	0
Salary Costs	\$178.00	\$432.00	\$1,088.00	\$0.00	\$700.00	\$2,819.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,007.50	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,522.50

SUBTOTAL - SALARIES

\$7,522.50

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (178%)

\$13,227.55

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$200.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$225.00

Subtotal

\$20,975.05

PROFESSIONAL FEE (profit)

\$3,146.26

CONSULTANTS

\$0.00

TOTAL COST:

\$24,121.32

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Estimator/Schedule	Project Landscape Architect	Senior Tech/ Draftsman	Tech / Draftsman	Chief	Survey Crew (Person)	Senior Const Engineer	Const Engineer	Senior Const Observer	Const Observer
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Order Review																		
Field coordination with loggers service		2	6				12							48				
Horizontal control							2					2		22				
Vertical control							2					1		20				
Location points							8	2				4		88				
Utility locations							12	2						24				
Point reduction and processing							8	2										
Subtotal - Design Surveys	8	2	6	8	8	8	44	8	8	8	8	7	8	198	8	8	8	8
2. Property Surveys																		
Record research							20						2					
Research using research							12	8				8		22				
Transfer research points and property corners							12	4						88				
Data reduction and processing							24	2										
Drawing Exhibit Preparation							84	24										
Disturbance / related easements and lease, restriction easements							48	18				18						
Subtotal - Property Surveys	8	8	8	8	8	8	188	84	8	8	8	22	2	128	8	8	8	8

TOTAL COST:	\$44,604.00
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**CITY OF FAYETTEVILLE
EAST COLLECTION SYSTEM WASTEWATER IMPROVEMENTS**

[illegible]

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

PRELIMINARY DESIGN-LINE 7

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coordinator	Estimate Manager Subtotal	Project Landscape Architect	Senior Tech/ Draftsman	Tech./ Draftsman	Chief	Survey Coordinator (D-est)	Senior Civil Engineer	Civil Engineer	Senior Civil Observer	Civil Observer
1. Civil Engineering																		
DTM Preparation Before Modeling																		
Preparation Plans																		
Typical Sections	2	4	12		12	21		40				48						
Pipe & Profile Sheets	2	4	48		48	120						180						
Hydrology of Traffic Plan		2	4		4	21						50						
Industrial Waste and Storm Pollution			12		20	48						80						
Surface Restoration Plans			12		40	48						100						
Typical Details	2	4	12		40	48						80						
Geotechnical Consideration			2		24	0						0						
Design of Pipeline Construction Cost	2	4	18		20	41						20						
QC Review	2	24	24															
Subtotal - Civil Engineering	18	44	145	0	248	244	120	40	0	0	0	608	0	0	0	0	0	0
2. Structural Engineering																		
2009 of Gravity Line on Plans of F - 200 Feet at Various Joints																		
10 Manholes at Various Joints	4	16	16		16	0						160						
Junction Box at Various Joints	1	12	12		0	0						24						
QC Review	2	0	0															
Subtotal - Structural Engineering	11	28	28	0	140	0	0	0	0	0	0	184	0	0	0	0	0	0
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Hours	27	96	145	0	240	244	120	40	0	0	0	872	0	0	0	0	0	0
Salary Costs	\$11,100.00	\$3,456.00	\$4,464.00	\$0.00	\$3,000.00	\$7,274.40	\$2,880.00	\$879.00	\$0.00	\$0.00	\$0.00	\$12,294.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,472.00

SUBTOTAL - SALARIES

\$41,472.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (17.6%)

\$72,834.36

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$1,500.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Total Costs	\$2,000.00

\$2,000.00

Subtotal

\$116,146.36

PROFESSIONAL FEE (unit)

\$17,421.96

CONSULTANTS

\$0.00

TOTAL COST

\$133,568.32

APPENDIX A1

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

FINAL DESIGN-LINE 7

WORK TASK DESCRIPTION		Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environ- mental Scientist	Project Landscape Architect	Senior Tech./ Draftsman	Tech. / Draftsman	Chief	Survey Coord (2-men)	Senior Const. Engineer	Const. Engineer	Senior Const. Observer	Const. Observer
1. Civil Engineering	Final Plans																		
	Typical Sections	2	4	20		20	32						48						
	Plan & Profile Sheets	4	8	24		100	140						160						
	Maintenance of Traffic Plan		2	8		20	24						40						
	Incidental Water and Sewer Relocation			20		24	32						40						
	Surface Restoration Plans			24		24	48						100						
	Typical Details	2	4	20		24	48						100						
	Erosion Control Plans			20		20	48						40						
	Specifications/Contract Documents	8	16	40		80	80						80						
	Option of Probable Construction Civil Quantities	2	8	32		40	80						80						
2. Structural Engineering	QC Review	8	24	24															
	Responses to Review Comments	2	8	8									12						
	City Permits		1	1			8												
	Subtotal - Civil Engineering	28	78	241	8	332	838	0	0	0	0	0	828	80	0	0	0	0	0
	3200' of Gravity Lins on EPRN BR # = 2181 Plans at varying depths	0	24			100							160						
	10 Manholes ranging from 14 to 35 feet deep	4	8			40							80						
	Junction Box at Noland Plant	1	4			16							20						
	Technical Specifications	4	24			40								24					
	QC Review	2	10																
	Responses to Review Comments		2										4						
3. Mechanical Engineering	Subtotal - Structural Engineering	18	72	0	0	190	0	0	0	0	0	0	234	24	0	0	0	0	0
	4. Electrical Engineering																		
4. Electrical Engineering	Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	4. Electrical Engineering																		
Technical Specifications																			
Subtotal - Electrical Engineering																			

[illegible]

SUBTOTAL - BALANCES

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (175%)**

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$2,000.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$200.00

Subtotal 1166.733.14

PROFESSIONAL FEE (profit)

\$23,510.04

CONSULTANTS

\$0.00

TOTAL COST:

\$180,243.92

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible]

TOTAL COST:	\$2,381.23
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APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

PRELIMINARY DESIGN-PS NO. 21

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environ- mental Scientist	Project Landscape Architect	Senior Tech/ Draftsman	Tech / Draftsman	Cartist	Survey Crew (2-man)	Senior Const Engineer	Const Engineer	Senior Const Observer	Const Observer
1. Civil Engineering																		
OTM Preparation Surface Modeling							10	2										
Preliminary Plans																		
Preliminary Site Plans	1			0		32			24		00							
Geotechnical Coordination																		
Option of Probable Construction Cost	1			2														
QC Review	1																	
Subtotal - Civil Engineering	3	0	2	0	0	32	10	2	24	0	00	0	0	0	0	0	0	0
2. Structural Engineering																		
Preliminary Plans																		
Pump Station Demolition Plan		2				10						0						
Waste Pit Plan and Sections		2				10						0						
Waste Pit and Sections		2				10						0						
Outline Specifications		1				1							1					
Option of Probable Construction Cost		2				4												
QC Review		2																
Subtotal - Structural Engineering	0	11	0	0	0	35	0	0	0	0	00	0	1	0	0	0	0	0
3. Mechanical Engineering																		
Preliminary Plans																		
HVAC demolition	1				1	2					1							
Subtotal - Mechanical Engineering	1	0	0	0	1	2	0	0	0	0	1	0	0	0	0	0	0	0
4. Electrical Engineering																		
Sag vibs					3													
Preliminary Plans																		
Electrical site plan demolition					2	2					2							
Pump station demolition plan					2	2					2							
Option of Probable Construction Cost			1			2												
QC Review	1			1														
Subtotal - Electrical Engineering	1	0	2	0	7	0	0	0	0	0	4	0	0	0	0	0	0	0
Hours	0	11	4	0	0	75	10	2	24	0	05	24	1	0	0	0	0	0
Salary Costs	\$220.00	\$300.00	\$120.00	\$232.00	\$200.00	\$1,570.00	\$240.00	\$41.00	\$000.00	\$0.00	\$1,070.00	\$430.00	\$12.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,850.00

SUBTOTAL - SALARIES

\$8,950.00

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD (170%)

\$10,477.43

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$50.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$200.00

Subtotal

\$10,885.83

PROFESSIONAL FEE (profit)

\$2,502.00

CONSULTANTS

\$0.00

TOTAL COST:

\$19,188.82

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

FINAL DESIGN-P8 NO. 21

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Control	Unsub- stantiated Submittals	Project Landscaping Avoided	Senior Tech/ Draftsman	Tech./ Draftsman	Chief	Survey Control (Current)	Senior Civil Engineer	Civil Engineer	Senior Civil Observer	Civil Observer
1. Civil Engineering																		
Final Plans																		
Final Site Plan	2																	
Specifications/Contract Documents	1	1			4													
Operation of Proposed Construction Cost	2																	
QC Review	2	1	4															
Permitting in Review Comments	1		2		4													
City Permits		1	1			3												
Subtotal - Civil Engineering	6	3	7	18	6	3	6	6	6	6	13	6	6	6	6	6	6	6
2. Professional Engineering																		
Final Plans																		
Preliminary Design/Construction Plan		2				12												
Values for Plan and Section		2				12												
Final Plan and Section		2				12												
Technical Specifications		2				6												
Operation of Proposed Construction Cost		2				4												
QC Review		2				4												
Permitting in Review Comments		2				4												
Subtotal - Professional Engineering	6	14	6	6	6	62	6	6	6	6	6	26	2	6	6	6	6	6
3. Mechanical Engineering																		
Final Plans	1					1												
Technical Specifications		2				1												
Operation of Proposed Construction Cost		1																
QC Review		1																
Permitting in Review Comments		1																
Subtotal - Mechanical Engineering	1	6	6	6	6	2	6	6	6	6	2	6	6	6	6	6	6	6
4. Electrical Engineering																		
Final Plans	4					12												
Final Calculations						3												
Final Specifications						4												
Operation of Proposed Construction Cost			2			2												
QC Review	2		2			2												
Permitting in Review Comments			2			2												
Subtotal - Electrical Engineering	6	6	6	6	6	22	6	6	6	6	12	6	6	6	6	6	6	6

Hours	15	23	13	18	31	68	6	6	6	6	26	26	2	6	6	6	6	6
Salary Code	9000.00	\$172.00	\$416.00	\$464.00	\$776.00	\$1,368.00	\$4.00	\$4.00	\$4.00	\$4.00	\$572.00	\$511.00	\$275.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
SUBTOTAL - SALARIES																		

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD (11%)

DIRECT LABOR EXPENSES

Reproduction/Printing	\$75.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$100.00
	\$175.00

Subtotal

PROFESSIONAL FEE (netto)

CONSULTANTS

TOTAL COST:

\$15,644.67

\$2,335.83

\$4.00

\$17,984.49

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

SURVEYS-LINE 4

WORK TASK DESCRIPTION	Senior Project Manager hr	Project Manager hr	Senior Project Engineer hr	Project Engineer hr	Senior Design Engineer hr	Design Engineer hr	Project Surveyor hr	Survey Coord hr	Environ- mental Scientist hr	Project Landscape Architect hr	Senior Tech/ Dredgeman hr	Tech./ Dredgeman hr	Clerical hr	Survey Crew (2-man) hr	Senior Const. Engineer hr	Const. Engineer hr	Senior Const. Observer hr	Const. Observer hr
1. Option Surveys																		
Horizontal control							2					2						
Vertical control							2					1						
Location surveys							8	1				4						
Utility locations							10	2										
Data reduction and processing							10	2										
Subtotal - Design Surveys	8	8	8	8	8	8	32	5	8	8	8	7	8	216	8	8	8	8
2. Property Surveys																		
Record research							24						2					
Property corner research							12	8				8		24				
Trimline controlling corners and property corners							10	4						50				
Data reduction and processing							10	2										
Determine Existing Easements							80	32										
Determine required easements and temp. construction easements							48	16				12						
Subtotal - Property Surveys	8	8	8	8	8	8	184	52	8	8	8	18	2	184	8	8	8	8
Hours	0	0	0	0	0	0	216	87	0	0	0	25	2	330	0	0	0	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,184.00	\$1,372.50	\$0.00	\$0.00	\$0.00	\$458.25	\$25.00	\$12,840.00	\$0.00	\$0.00	\$0.00	\$19,478.75
SUBTOTAL - SALARIES																		
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (178%)																		
DIRECT NON-LABOR EXPENSES																		
Reproduction/Printing									\$250.00									
Survey Supplies									\$300.00									
Aerial Photography									\$0.00									
GPS Equipment @ \$45/hour									\$360.00									
Travel Costs									\$325.00									
Subtotal																		
PROFESSIONAL FEE (profit)																		
CONSULTANTS																		
TOTAL COST:																		

SUBTOTAL - SALARIES

\$19,478.75

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (178%)

\$34,803.11

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$250.00
Survey Supplies	\$300.00
Aerial Photography	\$0.00
GPS Equipment @ \$45/hour	\$360.00
Travel Costs	\$325.00

\$1,235.00

Subtotal

\$35,516.86

PROFESSIONAL FEE (profit)

\$4,327.53

CONSULTANTS

\$0.00

TOTAL COST:

\$53,844.39

**CITY OF FAYETTEVILLE
EAST COLLECTION SYSTEM WASTEWATER IMPROVEMENTS**

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Control	British Standard	Project Landscape Architect	Senior Tech/ Outlines	Tech / Outlines	Client	Survey Cost (£-week)	Senior Cost Engineer	Cost Engineer	Senior Cost Observer	Cost Observer
1. Acquisition Documents																		
Permanent Right-of-Way Acquisition Documents (15 parcels)	0		0	0	0	0	130	43	0	0	0	20	0	0	0	0	0	0
Temporary Construction Documents (90 parcels)	0		0	0	0	0	90	23	0	0	0	24	20	0	0	0	0	0
Subtotal - Civil Engineering	0	0	0	0	0	0	220	66	0	0	0	44	44	0	0	0	0	0

[illegible]

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

PRELIMINARY DESIGN-LINE 4

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environ- mental Schedules	Project Landscape Architect	Senior Tech/ Draftsman	Tech / Draftsman	Clerical	Survey Crew (2-man)	Senior Const Engineer	Const Engineer	Senior Const Observer	Const Observer
1. Civil Engineering																		
DTM Preparation Surface Modeling																		
Preliminary Plans																		
Typical Sections																		
Plan & Profile Sheets																		
Maintenance of Traffic Plan																		
Incidental Water and Sewer Relocation																		
Buried Hydrant Plans																		
Typical Details																		
Geotechnical Coordination																		
Option of Probable Construction Cost																		
QC Review																		
Subtotal - Civil Engineering	15	50	140	0	300	400	120	30	0	0	0	0	0	0	0	0	0	0
2. Structural Engineering																		
Jackson Basin - Reconstruction																		
Jackson Basin - New Construction																		
Gravel Line on Plans																		
QC Review																		
Subtotal - Structural Engineering	4	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Hours

20	72	140	0	300	400	120	30	0	0	0	0	0	0	0	0	0	0	0
\$480.00	\$2,652.00	\$4,480.00	\$0.00	\$7,500.00	\$11,340.00	\$2,880.00	\$738.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,242.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,652.00

SUBTOTAL - SALARIES

\$41,652.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (176%)

\$73,240.88

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$1,500.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$250.00
Subtotal	\$1,750.00

Subtotal

\$1,750.00

PROFESSIONAL FEE (preIR)

\$17,408.43

CONSULTANTS

\$0.00

TOTAL COST:

\$124,139.31

TOTAL COST (Adjusted for Cost Escalation):

\$140,848.27

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible]

SUBTOTAL - SALARIES		547,875.00
LABOR AND GENERAL		
ADMINISTRATIVE OVERHEAD (17.9%)		
984,373.86		
DIRECT NON-LABOR EXPENSES		
Reproduction/Printing	\$2,000.00	
Survey Supplies	50.00	
Aerial Photography	50.00	
GPS Equipment	50.00	
Travel Costs	\$200.00	
		\$2,350.00
Subtotal		
		\$154,369.86
PROFESSIONAL FEE (per HU)		
		\$29,159.55
CONSULTANTS		
		\$5.00
TOTAL COST:		
		\$154,838.94
TOTAL COST (Adjusted for Cost Escalation):		
		\$162,295.00

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

SURVEYS-PS NO. 14

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environ- mental Scientist	Project Landscape Architect	Senior Tech/ Draftsman	Tech / Draftsman	Chief	Survey Crew (2-man)	Senior Const Engineer	Const Engineer	Senior Const Observer	Const Observer
1. Design Surveys																		
Horizontal control	\$44.00 hr						1					1		2				
Vertical control							1							2				
Location surveys							1					1		8				
Utility locations							2							1				
Data reduction and processing							1											
Subtotal - Design Surveys	0	0	0	0	0	0	6	0	0	0	0	2	0	13	0	0	0	0
2. Property Surveys																		
Record research							1											
Property corner research							2	2				1		4				
Transverse controlling corners and property corners							1	1						8				
Data reduction and processing							1	1										
Determining Existing Easements							4	2										
Determining required easements and temporary construction easements							2	1				1						
Subtotal - Property Surveys	0	0	0	0	0	0	11	7	0	0	0	2	0	12	0	0	0	0
Hours	0	0	0	0	0	0	17	7	0	0	0	4	0	25	0	0	0	0
Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$478.00	\$143.50	\$0.00	\$0.00	\$0.00	\$71.00	\$0.00	\$397.50	\$0.00	\$0.00	\$0.00	\$1,512.00
SUBTOTAL - SALARIES																		
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (178%)																		
DIRECT NON-LABOR EXPENSES																		
Reproduction/Printing										\$25.00								
Survey Supplies										\$10.00								
Aerial Photography										\$0.00								
GPS Equipment @ \$45/hour										\$80.00								
Travel Costs										\$40.00								
Subtotal										\$185.00								
PROFESSIONAL FEE (profit)										\$4,511.54								
CONSULTANTS										\$491.73								
										\$0.00								
TOTAL COST:										\$5,303.27								
TOTAL COST (Adjusted for Cost Escalation):										\$5,588.44								

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Ernstest manual Schedule	Project Landscape Architect	Senior Tech/ Draftsman	Tech / Draftsman	Critical	Survey Crew (Current)	Senior Civil Engineer	Civil Engineer	Senior Civil Observer	Civil Observer
	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr	Pr
1. Design Services																		
Hydrology design							1					1		2				
Vertical design							1							2				
Location surveys							1					1		8				
Utility surveys							2							1				
Open roadwork and proceeds							1											
Subtotal - Design Services	0	0	0	0	0	0	0	0	0	0	0	2	0	13	0	0	0	0
2. Property Services																		
Record return							1											
Property corner recovery							2					1		4				
Transfer boundary corner and property corner							1							8				
Plot reduction and recording							1											
Declarations & affidavits							4							2				
Obtain required permits and necessary construction documents							2					1						
Subtotal - Property Services	0	0	0	0	0	0	11	7	0	0	0	3	0	13	0	0	0	0

TOTAL COST (Adjusted for Cost Escalation):

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environmental Scientist	Project Landscape Architect	Senior Tech./ Draftsman	Tech. / Draftsman	Clrical	Survey Crew (2-men)	Senior Const. Engineer	Const. Engineer	Senior Const. Observer	Const. Observer
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Design Surveys																		
Horizontal control							1					1		2				
Vertical control							1							2				
Location surveys							1					1		8				
Utility locations							2							1				
Data reduction and processing							1											
Subtotal - Design Surveys	8	8	8	8	8	8	8	8	8	8	8	2	8	13	8	8	8	8
2. Property Surveys																		
Record research							1											
Property corner research							2	2				1		4				
Traverse controlling corners and property corners							1	1						8				
Data reduction and processing							1	1										
Determining Existing Easements							4	2										
Determining required easements and temporary construction easements							2	1				1						
Subtotal - Property Surveys	8	8	8	8	8	8	11	7	8	8	8	2	8	12	8	8	8	8

TOTAL COST (Adjusted for Cost Escalation): **\$5,568.44**

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible][illegible]

SUBTOTAL - SALARIES **\$1,328.48**

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (17%)

PERMIT FROM LARGER EXPOSURE	
Reproduction Fee	\$250.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$700.00
	\$950.00

1996.11.1

PROFESSIONAL FEE \$600.00 12,388.70

FOOTNOTES

Figure 1

TOTAL COST: \$17,263.39

TOTAL COST (Adjusted for Cost Escalation): \$18,293.64

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

PRELIMINARY DESIGN-PS NO. 16

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Estimate Coordinator	Project Landscape Architect	Senior Tech/ Draftsman	Tech / Draftsman	Chief	Survey Coord (Planner)	Senior Const Engineer	Const Engineer	Senior Const Observer	Const Observer
1. Civil Engineering																		
DTM Preparation/ Surface Modeling																		
Preliminary Plans																		
Preliminary Site Plans	2					40												
Order Control Facilities/Coordination with R/W	2		2								24							
Geotechnical Coordination																		
Options of Probable Construction Cost	1			4														
OC Review	1		2															
Subtotal - Civil Engineering	5	0	4	12	8	40	19	2	80	4	24	0	0	0	0	0	0	0
2. Structural Engineering																		
Preliminary Plans																		
Replacement of W/W Wall/Hatch and Bump		2				12												
Options/Estimates		1				1							1					
Options of Probable Construction Cost		2				4												
OC Review		2																
Subtotal - Structural Engineering	0	7	0	0	0	17	0	0	0	0	0	0	1	0	0	0	0	0
3. Mechanical Engineering																		
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Site Visit (see pg. 3 pump stations. Cost is divided between 4 & 5)					3													
Preliminary Plans																		
Electrical site plan					4	2					0							
Preliminary Calculations																		
Electrical systems calculation					4													
Order control electrical requirements					1													
Preliminary Specifications																		
Division 10 specifications					1													
Options of Probable Construction Cost			2			4												
OC Review	1		2															
Subtotal - Electrical Engineering	1	0	4	0	23	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	7	7	0	12	13	83	19	2	80	0	24	16	1	0	0	0	0	0
Salary Costs	\$308.00	\$252.00	\$256.00	\$348.00	\$325.00	\$1,223.00	\$240.00	\$41.00	\$1,202.50	\$0.00	\$865.00	\$292.00	\$12.50	\$0.00	\$0.00	\$0.00	\$0.00	\$5,330.00

SUBTOTAL - SALARIES \$5,330.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (175%)

\$9,354.00

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$250.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$450.00

Subtotal

\$15,154.00

PROFESSIONAL FEE (profit)

\$2,283.70

CONSULTANTS

\$0.00

TOTAL COST:

\$17,393.30

TOTAL COST (Adjusted for Cost Escalation):

\$18,263.04

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible][illegible]

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

FINAL DESIGN-PS NO. 14

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environ- mental Scientist	Project Landscape Architect	Senior Tech/ Draftsman	Tech./ Draftsman	Clinical	Survey Coord (2-men)	Senior Const Engineer	Const Engineer	Senior Const Observer	Const Observer
1. Civil Engineering																		
Final Plans																		
Final Site Plans	2			4		8			8			8						
Order Control Facilities/Coordination with RLN	1	1	1						8			4						
Specifications/Contract Documents	1	1		8	6													
Option of Probable Construction Cost	2			8														
QC Review	2	1	4		4													
Responses to Review Comments	1		2															
Let of let (permitted) bid/contract	1								2									
Subtotal - Civil Engineering	18	2	7	16	10	8	8	8	18	8	4	12	8	8	8	8	8	8
2. Structural Engineering																		
Final Plans																		
Replacements of Wet Well Hatches and Bump																		
Technical Specifications		2				12						8						
Option of Probable Construction Cost		4				8							2					
QC Review		2				4												
Responses to Review Comments		4																
Subtotal - Structural Engineering	8	14	8	8	8	28	8	8	8	8	8	12	2	8	8	8	8	8
3. Mechanical Engineering																		
Final Plans	1				1	1					1							
Technical Specifications		2																
Option of Probable Construction Cost		1																
QC Review		1																
Responses to Review Comments		1				1					1							
Subtotal - Mechanical Engineering	1	6	8	8	1	2	8	8	8	8	2	8	8	8	8	8	8	8
4. Electrical Engineering																		
Final Plans	4				16	8					8							
Final Calculations					2													
Option of Probable Construction Cost		2			2													
QC Review		1			8													
Responses to Review Comments		1																
Subtotal - Electrical Engineering	2	2	4	2	2						4							
Subtotal - Electrical Engineering	6	8	8	8	28	8	8	8	8	8	12	8	8	8	8	8	8	8
Hours	17	21	15	18	38	48	8	8	18	8	18	24	2	8	8	8	8	8
Salary Costs	\$748.00	\$798.00	\$480.00	\$522.00	\$975.00	\$958.00	\$0.00	\$0.00	\$404.00	\$0.00	\$396.00	\$438.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,718.00

SUBTOTAL - SALARIES

\$5,718.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (176%)

\$10,849.46

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$250.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$200.00

\$450.00

Subtotal

\$18,200.46

PROFESSIONAL FEE (profit)

\$2,430.97

CONSULTANTS

\$0.00

TOTAL COST:

\$18,630.53

TOTAL COST (Adjusted for Cost Escalation):

\$20,493.59

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible][illegible]

LABOR AND GENERAL

DISCLOSURE OF INFORMATION LISTING

Survey Supplies	\$4.00
Aerial Photography	\$4.00
GPR Equipment	\$8.00
Travel Costs	\$100.00
	\$116.00

5.44444 **518,083.89**

PROFESSIONAL FEE (profit) **12,488.52**

CONSULTANTS

TOTAL COST:	\$18,864.47
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TOTAL COST (Adjusted for Cost Escalation): \$25,789.92

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

FINAL DESIGN-PS NO. 18

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environ- mental Scientist	Project Landscape Architect	Senior Tech/ Draftsman	Tech / Draftsman	Cartist	Survey Crew (2-man)	Senior Const Engineer	Const Engineer	Senior Const Observer	Const Observer
1. Civil Engineering's																		
Final Plans																		
Final Site Plans	2			4		8			8		8	4						
Order Control Facilities/Coordination with RJN	1		1															
Specifications/Contract Documents	1	1		6	8													
Option of Probable Construction Cost	2			8														
OC Review	2	1	4															
Responses to Review Comments	1		2		4						4							
List of Test Equipment	1								2									
Subtotal - Civil Engineering	10	2	7	18	18	8	8	8	18	8	12	4	8	0	8	0	8	8
2. Structural Engineering																		
Final Plans																		
Replacement of Pump		2				12						8						
Structural Repairs to Pump Station		8				8												
Technical Specifications		4				8							2					
Option of Probable Construction Cost		2				4												
OC Review		4																
Responses to Review Comments		2			4							4						
Subtotal - Structural Engineering	0	22	8	8	0	28	8	8	8	8	0	12	2	8	0	8	0	0
3. Mechanical Engineering																		
Final Plans	1				1	1					1							
Technical Specifications		2																
Option of Probable Construction Cost		1																
OC Review		1																
Responses to Review Comments		1				1					1							
Subtotal - Mechanical Engineering	1	5	8	8	1	2	8	8	8	8	2	8	8	8	8	8	8	8
4. Electrical Engineering																		
Final Plans	4					8					8							
Final Calculations					10													
Final Specifications					2													
Option of Probable Construction Cost					8													
OC Review	2		4															
Responses to Review Comments			2		2						4							
Subtotal - Electrical Engineering	6	8	8	8	28	8	8	8	8	8	12	8	8	8	8	8	8	8
Hours	17	28	15	18	28	54	8	8	18	8	28	18	2	8	8	8	8	8
Salary Costs	\$148.00	\$1,044.00	\$480.00	\$522.00	\$275.00	\$1,134.00	\$40.00	\$0.00	\$404.00	\$0.00	\$372.00	\$282.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,198.00

SUBTOTAL - SALARIES

\$5,198.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (17.6%)

\$10,888.05

DIRECT NONLABOR EXPENSES

Reproduction/Printing	\$250.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$100.00
	\$350.00

Subtotal

\$17,441.05

PROFESSIONAL FEE (profit)

\$2,618.18

CONSULTANTS

\$0.00

TOTAL COST:

\$20,957.20

TOTAL COST (Adjusted for Cost Escalation):

\$22,682.52

APPENDIX A1

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

PROJECT ADMINISTRATION AND MANAGEMENT

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coordinator	Exhibition Specialist	Project Landscape Architect	Senior Tech / Draftsman	Chief	Survey Crew (2-person)	Senior Center Engineer	Center Engineer	Senior Center Observer	Center Observer
1. Civil Engineering																	
Project Initiation/Administration	12	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Background Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Develop/Manage Overall Quality Control Plan	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Kickoff Meeting	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Agree Meetings with City and Consultants (24 meetings)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Additional Coordination of Design with other Consultants	16	20	40	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Coordination of Design with City Engineer and Senior Department	12	12	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Project for and attend Public Meetings with Landfill (3 meetings)	16	16	20	20	16	16	16	16	16	16	16	16	16	16	16	16	16
Finalize Water and Sewer Connection Meetings (4 meetings)	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Project for and attend City Council Meetings (4 meetings)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Meetings with Adjacent Property Owners	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Joint Commission Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Meetings with ADP, ADEC, and AMTD (one each)	0	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Coordination with City Landscaping Dept	0	2	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Construction to Fayetteville CAO Standards	0	1	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Subtotal - Civil Engineering	102	272	276	276	120	176	14	14	2	0	0	16	0	0	0	0	0
2. Structural Engineering																	
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																	
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																	
Coordination of Design with City	0	24	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	100	323	296	276	120	176	14	14	2	0	0	16	0	0	0	0	0
Salary Costs	\$8,377.00	\$8,028.00	\$9,780.00	\$9,004.00	\$3,250.00	\$4,002.00	\$336.00	\$41.00	\$0.00	\$0.00	\$2,958.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,389.00

SUBTOTAL - SALARIES

\$44,389.00

LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD (176%)

\$78,072.00

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$3,000.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$7,000.00
Subtotal	\$12,000.00

PROFESSIONAL FEE (profit)

\$134,471.50

CONSULTANTS

\$20,178.74

TOTAL COST:

\$0.00

TOTAL COST (Adjusted for Cost Escalation):

\$184,043.24

TOTAL COST (Adjusted for Cost Escalation):

\$182,374.00

**CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS**

[illegible][illegible]

CARVER ENGINEERS[illegible]

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX B – SCOPE OF SERVICES FOR BIDDING PHASE

This is **Appendix B**, consisting of one page, referred to in and part of the **Agreement For Professional Engineering Services** between the City of Fayetteville, Arkansas (**CITY OF FAYETTEVILLE**) and Garver Engineers, LLC (**GARVER**) dated _____.

Initial:

CITY OF FAYETTEVILLE _____

GARVER ENGINEERS, LLC _____

The following is the Scope of Services for the Bidding Phase.

During the "Bidding Services" phase of the project, GARVER will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting, attend the bid opening, prepare bid tabulation, evaluate bids, recommend award, prepare construction contracts, and issue a Notice to Proceed letter to the Contractor. GARVER will also attend a Water and Sewer Committee Meeting and the ensuing City Council Meeting. These services will be provided for four separate construction contracts.

A breakdown of GARVER'S fee is included in attached Appendix B1, and a schedule is included in Appendix A2.

APPENDIX 81

CITY OF FAYETTEVILLE
EAST WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

BIDDING SERVICES

WORK TASK DESCRIPTION	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Project Surveyor	Survey Coord	Environmental Scientist	Project Landscape Architect	Senior Tech./ Draftsman	Tech./ Draftsman	Chief	Survey Crew (man)	Senior Const. Engineer	Const. Engineer	Senior Const. Observer	Const. Observer
1. Civil Engineering																		
Developing plans and specs to prospective bidders		6		12		12												
Addendum/inquiries	6	16		32		16												
Pre-Bid Meeting (4)	8	8		16		16												
Bid Opening		4		6		4												
Prepare bid tabulation		4		4		12												
Evaluate bids and recommend award		8		12														
Attend Water and Sewer Committee Meeting (4)		8																
Attend City Council Meeting (4)		8																
Prepare construction contracts	1	12		16		8												
Notice to Proceed		4		4														
Subtotal - Civil Engineering	16	76	16	182	6	84	0	0	0	0	80	0	92	0	0	0	0	0
2. Structural Engineering																		
Addendum/inquiries		12		12														
Subtotal - Structural Engineering	0	12	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																		
Addendum/inquiries		6		6														
Subtotal - Mechanical Engineering	0	6	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																		
Addendum/inquiries		24		24														
Subtotal - Electrical Engineering	0	24	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hours	15	120	16	144	6	64	8	0	0	0	80	0	82	0	0	0	0	0
Salary Costs	\$660.00	\$4,320.00	\$512.00	\$4,176.00	\$0.00	\$1,344.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,320.00	\$0.00	\$1,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,482.00

SUBTOTAL - SALARIES

\$13,482.00

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD (17%)

\$23,708.75

DIRECT NON-LABOR EXPENSES

Reproduction/Printing	\$4,000.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Travel Costs	\$200.00
Subtotal	\$4,200.00

PROFESSIONAL FEE (profit)

\$41,388.75

CONSULTANTS

\$0.00

TOTAL COST:

\$47,697.06

TOTAL COST (Adjusted for Cost Escalation):

\$51,761.80

McGOODWIN, WILLIAMS AND YATES
West Side Wastewater Treatment Facilities
Wetland Mitigation Design
Broyles Road Design

- 1. CONSULTANT OVERVIEW SHEET**
- 2. PROJECT RESPONSIBILITY MAP**
- 3. PROFESSIONAL SERVICES AGREEMENT**

WASTEWATER SYSTEM IMPROVEMENT PROJECT FAYETTEVILLE, ARKANSAS

PROJECT TITLE: West Side Wastewater Treatment Facility

CONSULTANT: McGoodwin, Williams and Yates, Inc. (MWY)
909 Rolling Hills Drive
Fayetteville, Arkansas 72703
Project Manager: James C. Ulmer, P.E.
Ph: 479-443-3404
Email: julmer@mwyyusa.com

SUB-CONSULTANTS: Webster Environmental of Louisville, Kentucky
An engineering firm specializing in the control of odors at wastewater treatment facilities. MWY will utilize their services during the initial and final design stages to mitigate potential odors at the new treatment facility.

Boyle Engineering of Orlando, Florida
Providing process consultations and assistance in the preparation of plans and specifications for the biological process, clarification, and filtration facilities proposed in the Facility Plan.

Green-Anderson of Fayetteville, Arkansas
Providing assistance in the preparation of the Mechanical/HVAC Plans and Specification for the project.

Grubbs, Hoskyn, Barton and Wyatt
Providing geotechnical data to be utilized during the design phase of the project.

COMPANY BACKGROUND: Since 1946, McGoodwin, Williams and Yates has designed and engineered water and wastewater treatment systems in four states, ranging in size and scope from a few thousand dollars to \$40 million. Most of the firm's clients are municipalities whose projects are regulated and financed by city, state and/or federal agencies and designed within the framework of ever-changing environmental concerns. Knowing and working within these requirements is one reason MWY has a long list of successful projects and returning clients.

Throughout the process, MWY ensures that their clients are kept in the information loop and fully apprised of issues that affect their project. MWY engineers, architects and project managers are the first people on a job site and the last to leave, after determining that construction is complete in conformance with plans and specifications, that regulatory permitting is complete, that operating systems have been checked and rechecked and that the project is placed online, meeting its design objectives.

McGoodwin, Williams and Yates engineers confidence into projects. We believe our clients deserve nothing less.

PROJECT DESCRIPTION: The new West Side Wastewater Treatment Facility will be designed to treat an annual average flow of 10 MGD of residential and commercial flow. The planned effluent limits for the facility are 3.0 mg/l BOD, 3.0 mg/l TSS, 1.8 mg/l Ammonia Nitrogen, and 1.0 mg/l Phosphorous.

To meet the effluent requirements, the facility will incorporate a biological nutrient removal type process to remove BOD, TSS, Phosphorous and Ammonia Nitrogen. The treatment plant will be equipped with a supplementary chemical feed system for additional phosphorous control. To contain extraneous infiltration/inflow, a 7.5 million-gallon flow equalization basin will also be provided.

The planned treatment facilities include an inlet facilities structure with screens, grit and scum removal facilities, biological treatment units, clarifiers, filters, disinfection, and post-aeration facilities. Biosolids at the facilities will be thickened and dewatered on-site for further processing or disposal. Ancillary facilities including a small operations building, maintenance and equipment storage facility, and chemical feed building. Effluent from the facility will be transported from the treatment facility approximately 2.8 miles for discharge into Goose Creek.

A complete odor treatment facility will be provided for the planned facility. The preliminary design also includes covers on the preliminary treatment units, flow equalization basin, and biosolids processing facilities to contain the odors for treatment at the WWTF site. This treatment process will also incorporate bioscrubbers followed by biofilters for treatment of malodorous airstreams at the new facility.

Some existing wetlands on the existing site will be permanently altered during the construction process. To mitigate wetlands alteration, a new wetland mitigation area will be constructed at the plant site. This new constructed wetland area is currently anticipated to be 6 to 10 acres in size.

SCOPE OF SERVICES TO BE PROVIDED: MWY will provide design and bid phase services for the West Side Wastewater Facilities. MWY will prepare contract drawings, documents and specifications and, design site surveys, for the following items:

- West Side Wastewater Treatment Facilities
- Wetland Mitigation Area
- West Side Wastewater Treatment Plant Effluent Line
- Relocation of Broyles Road from the South property line at the WWTP site to the North property line of the WWTP site.

All design services above are anticipated to be completed within approximately 13 months of the authorization to proceed.

CONSULTING SERVICES NOT IN CURRENT SCOPE: Items not included in the contract scope are such items as construction phase engineering services, resident observation services, operation and maintenance manuals, one-year follow up services, expenses due to litigation, professional representation in court, development of procurement documents for biosolids thickening and dewatering equipment, biosolids stabilization facilities, effluent total nitrogen removal less than 10 mg/l, instrumentation/control associated with either the existing wastewater treatment facility or lift stations modified by other consultants; fees and publication costs associated with federal or state agency review or publication of the Invitation to Bid; revisions of the Preliminary Engineering Reports, Facility Plans or Environmental Documents, or participation in public meetings or hearings requested by Regulatory Agencies due to NPDES Water Quality Amendments.

CONSTRUCTION COST ESTIMATE FOR THIS PORTION OF THE PROJECT:
\$39,494,000 (includes Broyles Road Costs).

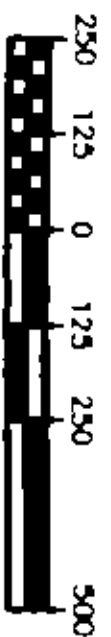
**CONSULTANT SERVICES CONTRACT AMOUNT FOR THE LISTED SCOPE
OF SERVICES: \$4,318,812.**

LOCATION: A map showing the anticipated wastewater treatment facility layout is included as attachment B.



LEGEND

- CITY PROPERTY CORNER
- SFD - SINGLE FAMILY DWELLING
- OB - OUT BUILDING
- HDW - HISTORIC DWELLING
- HOB - HISTORIC OUTBUILDING



MWY ATTACHMENT B	
WESTSIDE WASTEWATER TREATMENT PLANT SITE	
FAYETTEVILLE, ARKANSAS	
WESTSIDE WASTEWATER TREATMENT	
PLANT VICINITY MAP	
© 2003 MCGOODWIN, WILLIAMS AND YATES, INC.	DATE: 07
CONSULTING ENGINEERS-FAYETTEVILLE, ARK.	ADA
	PLANT NO.
	1729600

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
McGOODWIN, WILLIAMS AND YATES, INC.

THIS AGREEMENT is made as of _____, 20____, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McGoodwin, Williams and Yates, Inc. with offices located in Fayetteville, Arkansas (hereinafter called MWY).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, construction, operation, maintenance, management, and financing of the Fayetteville Wastewater System Improvement Project and in particular the new West Side Wastewater Treatment Plant, Effluent Line, Broyles Road Improvements, and Wetlands Mitigation (The "Project"). Therefore, CITY OF FAYETTEVILLE and MWY in consideration of their mutual covenants agree as follows:

MWY shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of MWY's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by MWY under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of MWY.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of MWY.
- 1.3 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, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF MWY

2.1 General

2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil, structural, mechanical, and electrical engineering services and normal architectural design services incidental thereto.

2.1.1.1 The Scope of Services to be furnished by MWY during the Final Design Phase is included in Section 2.2 hereafter and in Appendices A-1, A-2, and A-3 attached hereto and made part of this Agreement.

2.1.1.2 The Scope of Services to be furnished by MWY during the Bidding Phase is included in Section 2.3 hereafter and in Appendices A-1, A-2, and A-3 attached hereto and made part of this Agreement.

2.1.1.3 The Scope of Services to be furnished by MWY during the Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.1.4 The Scope of Services to be furnished by MWY during the Post-Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.1.5 The preliminary Scope of Services to be furnished by MWY for Resident Services During Construction, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.2 CITY OF FAYETTEVILLE has retained the services of BURNS & McDONNELL ENGINEERING COMPANY, INC., a Missouri Corporation specializing in consulting engineering services, as the "Program Manager" for the Wastewater System Improvement Project. The professional design services to which this Agreement applies are a part of the Wastewater System Improvement Project. MWY shall coordinate their activities and services primarily with Program Manager and all other parties that CITY OF

FAYETTEVILLE may contract with for program management or professional design services as a part of the Wastewater System Improvement Project. MWY and CITY OF FAYETTEVILLE agree that MWY has full responsibility for the engineering design.

2.2 Final Design Phase

2.2.1 Prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by CITY OF FAYETTEVILLE, its legal counsel, and other advisors as appropriate, and assist CITY OF FAYETTEVILLE in the preparation of other related documents.

2.2.1.1 Bid documents shall be based on Construction Specifications Institute (CSI) Master Format and Section Format and shall incorporate CITY OF FAYETTEVILLE's standard general conditions and forms. Bid documents shall include required forms for State Revolving Loan Fund funding. Text documents shall be provided to CITY OF FAYETTEVILLE in Microsoft® Word version 97, SR-2 software. Contract drawings shall be prepared using standard borders, sheet sizes, title blocks and CADD standards provided by CITY OF FAYETTEVILLE. MWY may use their normal software for the preparation of drawings but the final product shall be provided to CITY OF FAYETTEVILLE in Autodesk AutoCAD version 2000.

2.2.1.2 Develop and include in Appendices A-1, A-2, and A-3 of this Agreement for approval by CITY OF FAYETTEVILLE, a project design schedule in which MWY shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by MWY in the completion of this final design. This Schedule shall include reasonable allowances for review and approval times required by CITY OF FAYETTEVILLE, performance of services by CITY OF FAYETTEVILLE's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by CITY OF FAYETTEVILLE, or for delays or other causes beyond MWY's reasonable control. Nonconformance with this schedule by MWY and its subconsultants may result in the assessment of damages payable by MWY

to the CITY OF FAYETTEVILLE for costs and damages incurred. The maximum cost liability of MWY shall be limited to the total gross amount payable to or through the Consultant authorized under this agreement, including amendments thereto.

- 2.2.1.2.1 The progress design schedule shall consist of a bar chart schedule depicting the duration of each sub-project and the discrete milestone activities which make up the sub-projects, but at a minimum shall include contract drawings, contract specifications, and design reviews as indicated in Section 2.2.10. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration, Insurance, Value Engineering, surveys, subcontracted work, and property acquisition and easement documents. MWY shall assign to each schedule activity of the progress design schedule a corresponding cost value that shall include a monthly allocation for labor, expenses, overhead, and profit. The sum of all cost values assigned shall equal the Lump Sum Amount shown in Section 6.1.1. of this Agreement.
- 2.2.1.3 When requested by the CITY OF FAYETTEVILLE's Water and Wastewater Director, prepare for and attend up to four City Council meetings to provide periodic updates on the progress of the final design.
- 2.2.1.4 If the plans and specifications for the project require bids on alternates in addition to a base bid, there shall be no more than three (3) alternates, and the alternates shall be developed and described in accordance with Title 22, Article 9-203 of the Arkansas Code.
- 2.2.1.5 To the extent practicable, evaluate the feasibility of sequencing and segmenting the Work into stand alone multiple construction or procurement packages which may yield immediate operating benefits to the CITY OF FAYETTEVILLE and give these first priority for completion. The separate design or procurement packages to be completed by MWY are listed below.
- 2.2.1.5.1 1. Broyles Road construction from the south property line in the city property north to the intersection of Persimmon Street.
- 2.2.1.5.2 2. West Side Wastewater Treatment Plant Effluent Line.
- 2.2.1.5.3 3. West Side Wastewater Treatment Plant.

2.2.1.5.4 4. Wetlands Mitigation on the West Side WWTP Property.

2.2.2 Prepare technical criteria, written descriptions, design data, and applications necessary for filing applications for permits from or approvals of the following applicable governmental authorities having jurisdiction to review or approve the final design of the Project and assist in securing approvals. Approval letters and permits shall be furnished to the Arkansas Soil and Water Conservation Commission, including the written approvals from the Arkansas Department of Health and the Arkansas Division of Environmental Quality. Actual Filing and Permit Fees will be paid by the CITY OF FAYETTEVILLE. Assist CITY OF FAYETTEVILLE in consultations with appropriate authorities.

2.2.2.1 Arkansas Soil and Water Conservation Commission (ASWCC)

2.2.2.2 Arkansas Department of Health (AHD)

2.2.2.3 Arkansas Department of Environmental Quality (ADEQ)

2.2.2.4 U.S. Army Corps of Engineers (COE)

2.2.2.5 Fayetteville Planning Commission

2.2.2.6 Washington County Quorum Court

2.2.2.7 City of Greenland

2.2.2.8 City of Farmington

2.2.2.9 Arkansas State Highway and Transportation Department

2.2.2.10 Railroad Authorities

2.2.3 Advise CITY OF FAYETTEVILLE of adjustments in excess of five percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.2.4 Advise CITY OF FAYETTEVILLE of final Opinion of Probable Project Costs, including, but not limited to, construction, inspection, testing, startup, O&M Manuals, and one-year performance evaluation.

- 2.2.5 Furnish CITY OF FAYETTEVILLE with 10 copies of the final Bid Documents.
- 2.2.6 Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 2.2.7 Provide appropriate professional interpretations of data, geotechnical investigations, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials and equipment obtained through subcontract services for authorized Project services including property, boundary, easement, right-of-way, topographic, and utility surveys; noting zoning and deed restrictions.
 - 2.2.7.1 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided and the value of the subcontract agreement.
 - 2.2.7.2 Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the Submittal Schedule contained in the Memorandum of Agreement, as amended, between ASWCC and the CITY OF FAYETTEVILLE and require all MWY subconsultants to be bound by the Submittal Schedule. MWY will provide a preliminary and final project performance work plan for submission to ASWCC.
- 2.2.8 Render monthly Work progress reports to CITY OF FAYETTEVILLE and Program Manager and confirm status of compliance with final design schedule.
- 2.2.9 Provide to the Program Manager in a format mutually acceptable to the Program Manager and MWY such schedules, reports, opinions of probable costs, renderings, project summaries, and other data as may be required, for posting by others on a project web site to allow the public to monitor and review the activities, materials, and financial status of the project. Refresh the data supplied to the Program Manager no more frequently than monthly.
- 2.2.10 Design shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, at the applicable completion levels outlined below.
 - 2.2.10.1 West Side Collection System Improvements – 30 percent and 90 percent.
 - 2.2.10.2 East Side Collection System Improvements – 30 percent and 90 percent.

2.2.10.3 West Side WWTP:

- Broyles Road Improvements – 30 percent and 90 percent.
- Plant Effluent Line – 30 percent and 90 percent.
- West Side Wastewater Treatment Plant – 30 percent, 60 percent, and 90 percent.
- Wetlands Mitigation – 30 percent and 90 percent.

2.2.10.4 Paul Noland Facility:

- Wet Weather Package – 30 percent and 90 percent.
- Headworks Package – 30 percent, 60 percent, and 90 percent.
- Solids Handling Package – 30 percent, 60 percent, and 90 percent.

2.2.11 See Appendices A-1, A-2, and A-3 for additional services or clarification of services to be provided by MWY.

2.3 Bidding Phase

2.3.1 MWY will follow Arkansas Soil and Water Conservation Commission statutory bidding protocol for State Revolving Loan Fund.

2.3.2 Arrange for bidding notices to be sent to contractors publishing services and direct mailing to contractors of record. Notices shall comply with requirements of CITY OF FAYETTEVILLE and Revolving Loan Fund (RLF) administered by the Arkansas Soil and Water Conservation Commission, Construction Assistance Division, and the Arkansas Development Finance Authority (ADFA). The legal notice to be placed in legal notices section of a local newspaper(s) of countywide and statewide circulation and shall be coordinated with CITY OF FAYETTEVILLE purchasing agent and an affidavit of publication secured.

2.3.3 Prepare addenda for drawings and Bid Documents as required and submit to Program Manager in timely manner such that addenda can be issued by MWY in accordance with Construction Contract General Conditions. All bidding protocols shall conform to ASWCC statutory requirements with all addenda being approved by ASWCC prior to issuance.

2.3.4 Secure updated state and federal wage rate decisions and incorporate into the Bid Documents. Update wage rate decision by addendum if necessary.

- 2.3.5 Assist CITY OF FAYETTEVILLE by issuing and tracking Bid Documents, addenda and communications during bidding and maintain list of plan holders. Print and distribute copies of plans and specifications for all prospective bidders and plan rooms. Collect from prospective bidders an appropriate non-refundable fee to offset cost of reproducing and distributing Bidding Documents.
- 2.3.5.1 MWY shall attend a Pre-Bid Conference organized, convened, and conducted by the Program Manager to explain the project requirements and receive questions from prospective bidders. MWY shall consider the questions received and issue necessary clarifications and changes to the Bid Documents through the use of addenda. Make logistical arrangements for and conduct a site tour of the project area.
- 2.3.6 Assist CITY OF FAYETTEVILLE in obtaining and evaluating bids and preparing construction contracts. MWY shall prepare and submit bid certification documents to ASWCC for review.
- 2.3.7 Consult with and advise CITY OF FAYETTEVILLE as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s), hereinafter called "Contractor(s)," for those portions of the work as to which such acceptability is required by the Bid Documents.
- 2.3.8 Make recommendations regarding award of construction contracts.
- 2.3.9 Attend Water and Sewer Committee meeting and the ensuing City Council meeting to recommend action by the respective bodies. Prepare and present a recommendation complete with such supporting information as necessary for the bodies to make an informed decision on the action recommended.
- 2.3.10 Develop and include in Appendices A-1, A-2, and A-3 of this Agreement, a bidding services schedule in which MWY shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by MWY in the completion of the bidding services. The bidding services schedule shall consist of a bar chart schedule depicting the duration of the bidding period of each sub-project and the discrete milestone activities which make up the sub-projects. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration, and Insurance. MWY shall assign to each schedule activity of the bidding services schedule

a corresponding cost value which shall include a monthly allocation for labor, expenses, overhead, and profit. The sum of all cost values assigned shall equal the Lump Sum Amount shown in Section 6.1.2. of this Agreement.

2.3.11 See Appendices A-1, A-2, and A-3 for additional services or clarification of services to be provided by MWY.

2.4 Construction Phase

2.4.1 The scope of Construction Phase Services, if any, will be negotiated following completion of Design Phase Services.

2.5 Post-Construction Phase

2.5.1 The scope of Post-Construction Phase Services, if any, will be negotiated following completion of Design Phase Services.

2.6 Resident Services During Construction

2.6.1 The scope of Resident Services During Construction, if any, will be negotiated following completion of Design Phase Services.

SECTION 3 - ADDITIONAL SERVICES OF MWY

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by MWY, MWY shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with CITY OF FAYETTEVILLE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Administrative Assistance

Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.4 Furnishing renderings or models of the Project for CITY OF FAYETTEVILLE's use.

3.1.5 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by CITY OF FAYETTEVILLE.

3.1.6 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.7 Extra Services

3.1.7.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE.

3.2 Contingent Additional Services

3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond MWY's control, MWY shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to MWY. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, MWY shall have no obligation to provide those services.

3.2.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.2.2.1 Required because of inconsistent approvals or instructions previously given by CITY OF FAYETTEVILLE, including revisions made necessary by adjustments in CITY OF FAYETTEVILLE's program or Project Budget.

- 3.2.2.2 Required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of MWY:

- 4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 4.2 Assist MWY by placing at MWY's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.3 Guarantee access to and make all provisions for MWY to enter upon public and private property as required for MWY to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by MWY and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.7 Give prompt written notice to MWY whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.

- 4.9 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements of the Wastewater System Improvement Project.
- 4.10 Furnish, or direct MWY to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.11 If CITY OF FAYETTEVILLE's standard bidding requirements, Agreement forms and General Conditions are to be used, CITY OF FAYETTEVILLE shall provide copies of such documents for MWY's use in coordinating the Contract Drawings and Specifications.
- 4.12 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to MWY in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. MWY will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO MWY

6.1 Compensation

6.1.1 A. Final Design Phase Services – Broyles Road

For the Scope of Services during the Final Design Phase described herein for Broyles Road, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of Two Hundred Five Thousand Nine Hundred Seventy-Nine United States Dollars (US \$205,979).

B. Final Design Phase Services – West Side Wastewater Treatment Plant

For the Scope of Services during the Final Design Phase described herein for the West Side Wastewater Treatment Plant, CITY OF FAYETTEVILLE shall pay MWY the lump

sum amount of Three Million Six Hundred Ninety-Seven Thousand Ninety-Five United States Dollars (US \$3,697,095).

C. Final Design Phase Services – West Side Wastewater Treatment Plant Effluent Line

For the Scope of Services during the Final Design Phase described herein for the Effluent Line, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of Two Hundred Eleven Thousand One Hundred Sixty-Nine United States Dollars (US \$211,169).

D. Final Design Phase Services – Wetlands Mitigation

For the Scope of Services during the Final Design Phase described herein for the Wetlands Mitigation, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of Sixty-One Thousand Nine Hundred Five United States Dollars (US \$61,905).

6.1.1.1 Subject to the City Council approval, adjustment of the lump sum amount may be made should MWY establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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. Changes, modifications or amendments in scope, price or fees to this Contract shall not be allowed without formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost, fees, or delivery schedule.

6.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Design services consistent with MWY's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by MWY and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project design schedule as the basis for determining the value earned as the work is accomplished. Final payment for Design services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Design phase for the Project.

6.1.2 Bidding Phase Services

A. Bidding Phase Services – Broyles Road

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of Nine Thousand Seven Hundred Fifty-One United States Dollars (US \$9,751), payable in two equal installments. The first payment shall be due upon receipt of bids. The second payment shall be made upon submittal of bid certification documents to ASWCC RLF Division.

B. Bidding Phase Services – West Side Wastewater Treatment Plant

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of One Hundred Six Thousand Seventy United States Dollars (US \$106,070), payable in two equal installments. The first payment shall be due upon receipt of bids. The second payment shall be made upon submittal of bid certification documents to ASWCC RLF Division.

C. Bidding Phase Services – West Side Wastewater Treatment Plant Effluent Line

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of Twenty Thousand Three Hundred Ten United States Dollars (US \$20,310), payable in two equal installments. The first payment shall be due upon receipt of bids. The second payment shall be made upon submittal of bid certification documents to ASWCC RLF Division.

D. Bidding Phase Services – Wetlands Mitigation

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay MWY the lump sum amount of Six Thousand Five Hundred Thirty-Three United States Dollars (US \$6,533), payable in two equal installments. The first payment shall be due upon receipt of bids. The second payment shall be made upon submittal of bid certification documents to ASWCC RLF Division.

- 6.1.2.1** Subject to prior City Council approval, adjustment of the lump sum amount may be made should MWY establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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.

6.1.2.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Bidding Phase services consistent with MWY's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by MWY and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated bidding services schedule as the basis for determining the value earned as the work is accomplished. Final payment for Bidding Phase services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Bidding Phase for the Project.

6.1.3 Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.4 Post-Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.5 Resident Services During Construction

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.6 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to MWY shall be negotiated at the time Additional services are authorized.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted in electronic format simultaneously to CITY OF FAYETTEVILLE and Program Manager, followed by signed original document to CITY OF FAYETTEVILLE. Statements will be based on MWY's estimated percent of services completed at the end of the preceding month, and justified by the updated progress schedule. Program Manager shall review the statement and forward them to CITY OF FAYETTEVILLE with his recommendations.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of MWY's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise MWY in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, MWY shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by MWY to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against MWY or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, MWY will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

MWY will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

7.1.2 Construction Contractors shall be required to provide Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and BURNS & McDONNELL and MWY as additional insureds, or, to endorse CITY OF FAYETTEVILLE, BURNS & McDONNELL and MWY as additional insureds on construction Contractor's liability insurance policies covering claims for personal injuries and property damage. Construction Contractors shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE, BURNS & McDONNELL and MWY. All contract insurance carriers shall be required to list CITY OF FAYETTEVILLE, Arkansas Soil and Water Conservation Commission, BURNS & McDONNELL, and MWY as certificate holders, furnishing copies of the contractor's insurance certificate to each party

7.1.3 CITY OF FAYETTEVILLE, BURNS & McDONNELL and MWY waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of MWY's services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction Contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE, BURNS & McDONNELL and MWY for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 MWY will exercise reasonable skill, care, and diligence in the performance of MWY's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to MWY any defects or suspected defects in MWY's services of which CITY OF FAYETTEVILLE becomes aware, so that MWY can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE and MWY further agree to impose a similar notification requirement on all construction contractors in the Bid Documents and shall require all subcontracts at any level to contain a like requirement. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of MWY.

7.2.2 In addition MWY will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by MWY's Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by MWY relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on MWY's experience, qualifications, and judgment as a design professional. Since MWY has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, MWY does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by MWY.

7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of MWY's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change

order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of MWY.

7.5 Termination

7.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

7.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.1.2 An opportunity for consultation with the terminating party prior to termination.

7.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that MWY is given:

7.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.2.2 An opportunity for consultation with the terminating party prior to termination.

7.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

7.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work.

7.5.3.2 Any payment due to MWY at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of MWY's default.

7.5.4 If termination for default is effected by MWY, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to MWY for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by MWY relating to commitments which had become firm prior to the termination.

7.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, MWY shall:

7.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

7.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by MWY in performing this Agreement, whether completed or in process.

7.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

7.5.7 If, after termination for failure of MWY to fulfill contractual obligations, it is determined that MWY had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.6 Delays

In the event the services of MWY are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond MWY's reasonable control, MWY shall be entitled to additional compensation and time for reasonable costs incurred by MWY in temporarily closing down or delaying the Project.

7.7 Rights and Benefits

MWY's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

7.8 Dispute Resolution

7.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and MWY which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or MWY in the performance of this Agreement, and disputes concerning payment.

7.8.2 **Exhaustion of Remedies Required:** No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.8.3 **Notice of Dispute**

7.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give MWY written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

7.8.4 **Negotiation:** Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and MWY shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of MWY and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to MWY for services rendered by MWY.

7.10 **Publications**

Recognizing the importance of professional development on the part of MWY's employees and the importance of MWY's public relations, MWY may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to MWY's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to MWY. CITY OF FAYETTEVILLE may require deletion of

proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of MWY's activities pertaining to any such publication shall be for MWY's account.

7.11 Indemnification

7.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE, BURNS & McDONNELL, and MWY from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

7.12 Computer Models

MWY may use or modify MWY's proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or MWY may develop computer models during MWY's service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by MWY does not constitute a license to CITY OF FAYETTEVILLE to use or modify MWY's computer models. Said proprietary computer models shall remain the sole property of MWY. CITY OF FAYETTEVILLE and MWY will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use MWY's computer models.

7.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specifications, field notes, and data are and remain the property of CITY OF FAYETTEVILLE. MWY may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by MWY as part of the Services shall become the property of CITY OF FAYETTEVILLE when MWY has been compensated for all Services rendered, provided, however, that MWY shall have the unrestricted right to their use. MWY shall, however, retain its rights in its standard drawings 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 MWY.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. MWY 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.

7.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

MWY's address:

McGoodwin, Williams and Yates, Inc.
909 Rolling Hills Drive
Fayetteville, Arkansas 72703

ASWCC's address:

Project No. CS-050803-03
Arkansas Soil and Water Conservation Commission
101 E. Capitol, Suite 350
Little Rock, Arkansas 72201

7.15 Successor and Assigns

CITY OF FAYETTEVILLE and MWY each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor MWY shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.17 Entire Agreement

This Agreement represents the entire Agreement between MWY and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to MWY a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by MWY, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of MWY:

8.1.1 CITY OF FAYETTEVILLE's or Arkansas Soil and Water Conservation Commission's (ASWCC's) review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve MWY of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor ASWCC's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8.1.2 MWY shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by MWY's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

8.1.3 MWY's obligations under this clause are in addition to MWY's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against MWY for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and MWY arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 MWY shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. MWY shall also maintain the financial information and data used by MWY in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. MWY will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

8.3.3 This right of access clause (with respect to financial records) applies to:

8.3.3.1 Negotiated prime agreements:

8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of MWY;

8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

MWY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by MWY for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.5 Gratuities

8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that MWY or any of MWY's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to MWY terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against MWY as it could pursue in the event of a breach of the Agreement by MWY. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs MWY incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of

Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, MWY will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

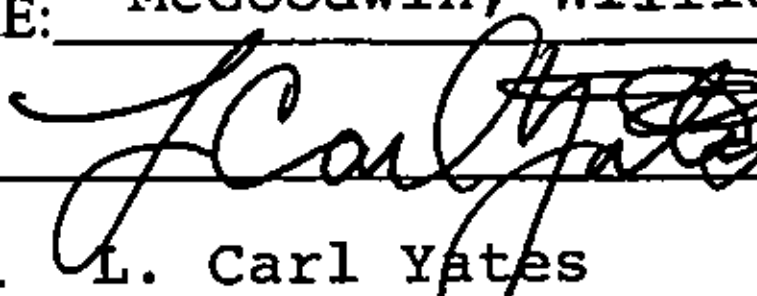
8.7 Debarment And Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: McGoodwin, Williams and Yates, Inc.
SIGNATURE:  DATE: 5/27/03
PRINTED NAME: L. Carl Yates TITLE: President

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and MWY, by its authorized officer have made and executed this Agreement as of the day and year first above written.

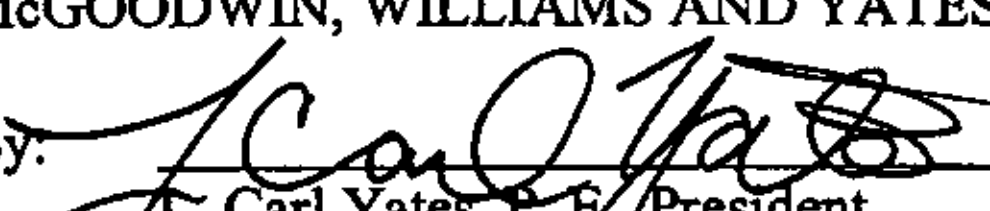
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

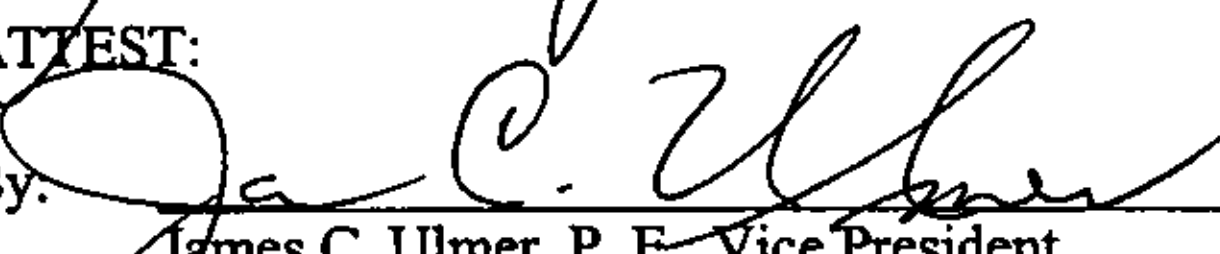
ATTEST:

By: _____
City Clerk

McGOODWIN, WILLIAMS AND YATES, INC.

By: 
L. Carl Yates, P. E., President

ATTEST:

By: 
James C. Ulmer, P. E., Vice President

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

**APPENDIX A-1 – SCOPE OF SERVICES FOR FINAL DESIGN PHASE
& BIDDING SERVICES
WESTSIDE WASTEWATER TREATMENT PLANT**

This is Appendix A-1, consisting of ten pages, referred to in and part of the Agreement For Professional Engineering Services between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS AND YATES, INC. dated _____.

Initial:

CITY OF FAYETTEVILLE _____

McGOODWIN, WILLIAMS AND YATES, INC. 

The following contains more detailed Scope of Services tasks for the Final Design Phase than presented in the text of the Agreement for Professional Engineering Services:

Generally, the project will include the final design of a Wastewater Treatment Plant having an annual average capacity of 10 million gallons per day with a hydraulic capacity of 32 MGD, and 7.5 MG of flow equalization. The purpose of the facility will be to treat wastewaters generated within the Illinois River Watershed on the west side of the City of Fayetteville. The facility will treat influent wastewater to the following limits:

<u>Discharge Characteristic</u>	<u>Concentrations – Monthly Average, mg/l</u>	
	<u>May to November</u>	<u>December to April</u>
CBOD ₅	5.0	5.0
TSS	5.0	5.0
Ammonia – Nitrogen	1.9	3.0
Phosphorus	1.0	1.0

PART A – PROJECT ADMINISTRATION AND MANAGEMENT

A.01 Project Initiation and Administration. McGoodwin, Williams and Yates, Inc. (MWY) will prepare and negotiate professional services contracts with the City of Fayetteville. MWY will provide project administration and management services during the detailed design and bid phases of the project. MWY will set up a file management system for the Westside Wastewater Treatment Facilities (WWTF), track project progress, and will prepare billing invoices.

A.02 Standards and Criteria. MWY agrees to utilize "Drafting Standards and Criteria," published for this project by the City of Fayetteville. MWY also agrees to utilize, to the extent practicable, the "Design Standards and Criteria" published for this project by the City of Fayetteville.

A.03 Specifications. MWY will use City-provided front-end documents and Division 1 Specifications in preparation of the Contract Documents. MWY will follow the MasterFormat and SectionFormat recommended by the Construction Specifications Institute during preparation of the Technical Specifications. MWY will follow the MasterFormat level one titles. Level two titles will be based upon the MasterFormat recommendations and MWY's experience and specifications for work of this type. The Section format will be based upon Part 1 – GENERAL; Part 2 – PRODUCTS; and Part 3 – EXECUTION. Details contained in these Sections will be based upon MWY's experience for this type of work.

A.04 Meetings. MWY will attend up to four City Council meetings and monthly progress meetings with the City, Program Manager, and other design consultants when appropriate.

A.05 Subcontractor Coordination. MWY will coordinate the efforts of its subcontractors on this project.

A.06 Construction Permits. MWY will prepare applications for Arkansas Department of Environmental Quality (ADEQ) construction permits for the City's execution.

A.07 Project Performance Workplan. MWY will prepare and submit to the City of Fayetteville and the Arkansas Soil & Water Conservation Commission (ASWCC) a Project Performance Workplan for the Westside WWTF project.

PART B – PROJECT DEVELOPMENT

The detailed design of the Westside Wastewater Treatment Facilities will be developed based upon the process recommendations contained in the Final Facility Plan Amendment, RLF Project No. CS-050803-03, dated August, 2001, and approved by the ASWCC.

B.01 Hydraulic Analysis. MWY will develop a hydraulic profile through the facilities for design annual average flow conditions, maximum month conditions, and peak flow conditions.

B.02 Process and Equipment Selection. Process flow diagrams will be developed, and process unit sizes and equipment selection will be finalized. Biosolids thickening and dewatering equipment selection will be coordinated with Black & Veatch Corporation, Kansas City, Missouri. MWY will assist the Program Manager in developing specifications for pre-purchased pumping units.

B.03 Site Survey. MWY will conduct the necessary field design surveys for development of the construction contract documents. The site survey will determine the site topography and existing relevant site structures and building.

B.04 Site Plan. A preliminary site plan will be developed for the proposed facilities and reviewed with the City of Fayetteville wastewater treatment plant staff. Buildings, treatment structures, grading, and preliminary outside piping will be developed on the plan. An area for future expansion of the WWTF will be delineated on the site plan.

B.05 Wetland Mitigation Plan. It is understood that the City desires to construct a wetland mitigation area at the WWTF site for wetland areas that will be permanently altered during construction of the wastewater treatment plant, Westside interceptor sewers, and Eastside interceptor sewers.

It is also understood that the design and bidding of this wetland mitigation area will occur as a separate contract section under this contract. It is anticipated that two contract sections will be required for the Westside WWTF project:

- Contract Section I – Wetland Mitigation Area
- Contract Section II – Westside Wastewater Treatment Facilities

A plan to mitigate wetland areas permanently altered during construction will be developed by MWY in coordination with ECO, Inc., RJN, and Garver Engineers. The wetland mitigation area will be on the

proposed WWTF site with a preliminary size of 10 or less acres. Any additional wetland mitigation area above 10 acres will be negotiated with MWY under Additional Services.

B.06 Geotechnical Services. MWY will provide, through subcontract, geotechnical services and analyses required to provide the information necessary for design of the Westside WWTF.

B.07 Architectural Theme. MWY will provide proposed architectural treatments and finishes to the City of Fayetteville for review and approval.

B.08 Value Planning Study and Value Engineering Review. A value planning study and value engineering review are proposed for the Westside WWTF. The value planning study is anticipated to occur within 30 days of the Notice to Proceed to consultants.

- MWY will attend an initial one-day training session for the Value Planning/Value Engineering Review.
 - a. **Value Planning Study:**
 - MWY will attend a one-day meeting and present five copies of the Process Flow Schematic, Site Plan, and Process Design Memorandum to the VE Review Team for use during the Value Planning Review.
 - MWY will attend a mid-point review session.
 - MWY will attend a one-day session to receive comments from the Value Planning team.
 - MWY will assist the City of Fayetteville in preparing responses to the Value Planning recommendations.
 - b. **Value Engineering Review:**
 - MWY will attend a one-day meeting and present five copies of the available Site, Architectural, Process, Mechanical and Electrical drawings and Specifications for use during the Value Engineering (VE) Review.
 - MWY will attend a mid-point review session.
 - MWY will attend a one-day session to receive comments from the Value Engineering team.
 - MWY will assist the City of Fayetteville in preparing responses to items presented in the Value Engineering report.

B.09 Tax Exempt Wastewater Treatment Equipment. MWY will develop a description of the processes and equipment proposed for use in the project. It is our understanding that this description will be submitted by the City of Fayetteville to the State of Arkansas for their determination of the processes and equipment eligible for exemption from state sales tax.

B.10 Operations Review. MWY will conduct an operations review with an independent operations consultant to evaluate the operability of the Westside WWTF. These recommendations will be discussed with City operations staff prior to implementation.

B.11 Detailed Design. The results of the City's operational staff review meetings, the Value Engineering Review and the Operations Review will be summarized in a Design Memorandum for use in the preparation of final construction contract documents.

PART C – PROJECT DESCRIPTION AND DETAILED DESIGN

MWY will prepare final contract documents including construction drawings, front-end, Division 1 documents and Technical Specifications for construction of:

- 1) Contract Section I – Wetland Mitigation Area
- 2) Contract Section II – Westside Wastewater Treatment Facilities (WWTF)

The final construction documents will incorporate review comments as appropriate from the City of Fayetteville, the Arkansas Department of Environmental Quality (ADEQ), Arkansas Soil and Water Conservation Commission (ASWCC), Arkansas Department of Health, and Corps of Engineers (where applicable). The following paragraphs set out the general design concept of the proposed WWTF, subject to revision during the detailed design process as may be required to meet operational goals and optimize cost-effectiveness.

C.01 Inlet Facilities. The inlet facilities building will house an influent flow measurement device, screens, grit pumps, and a grit classifier.

- **Flow Measurement Device** – The influent flow will be measured and recorded utilizing an ultrasonic level transmitter located on a Parshall flume.
- **Screens** – The inlet facility building will house two mechanical screens. A third manual screen will also be installed in the inlet facilities building in the event that one of the two mechanical screens is damaged or requires service.

Screenings will be combined with the grit collected from the grit washer discussed below, then discharged into an auger and compacted before being deposited in a screenings bin. The screening, grit washing, and bagging operations will occur in enclosed areas within the inlet facilities building.

- **Grit Pumps** – There will be two grit and scum removal units. Each grit and scum removal unit will have a grit pump dedicated to that unit. The grit pump will remove settled grit from the bottom of the grit and scum removal unit and discharge the grit stream to the classifier. A third pump will also be provided and utilized as a standby pump with the capability to pump from either grit and scum removal unit to the grit classifier.
- **Grit Classifier** – The discharge from grit pumps will be directed to the grit classifier. The grit classifier will remove and wash the grit collected from the grit and scum removal units. The grit will subsequently be combined with the screenings in an auger and ultimately discharged into a receiving bin. The washwater from the grit classifier will be returned to the influent flow stream for further treatment.

C.02 Grit and Scum Removal Units. After passing through the screens in the inlet facility, the wastewater will flow to the division box for the grit and scum removal units. The division box will distribute flow equally to each of the two grit and scum removal units.

Each of the circular grit and scum removal units will contain a rake arm and skimmer with a skimmings trough. The rake arm located in the bottom of the unit will sweep grit to the center of the unit where it will be removed by the grit pumps housed in the inlet facilities building. The skimmer arm will sweep scum from the surface of the wastewater in the unit to a collection trough located on one side of the unit. A pump located in the scum collection box of each unit will transfer the collected scum from the scum box to the biosolids processing building.

C.03 Flow Diversion Structure. During normal operation, the diversion box will allow passage of wastewater to the biological treatment units. When influent flow rates exceed the biological treatment capacity, part of the influent flow will be diverted into the flow equalization basin for temporary storage until biological treatment can begin on the diverted flow.

C.04 Flow Equalization Basin (FEB). The flow equalization basin will be a circular, covered concrete tank capable of storing up to approximately 7.5 MG of extraneous flow (I/T). Wastewater will enter the basin from the flow diversion structure. When flow rates subside, the stored flow will be returned to the biological process from the FEB via pumps located in a FEB pump station.

C.05 Biological Treatment Units. The biological treatment system will be designed to provide biological nutrient removal (BNR), as well as biochemical oxygen demand and suspended solids reduction using a three-stage process. The system will consist of a total of four separate treatment trains, each subdivided internally into three stages: anaerobic, anoxic, and oxic.

C.06 Final Clarifiers, Division Box and RAS/WAS. The clarification facilities will be designed to separate the biosolids contained in the mixed liquor suspended solids (MLSS) leaving the biological treatment units. The MLSS will be conveyed to the division box where flows from each of the four BNR trains will be combined in a mixing chamber. The mixing chambers will be aerated to ensure aerobic conditions are maintained to the extent possible in the clarifiers to prevent phosphorus release or septicity. This mixing chamber will also be utilized to provide a chemical feed location for alum addition, if needed, to remove additional phosphorus. The combined flow will then enter a splitter box and will be equally divided by four weir gates into four chambers, each having a pipe outlet for an individual clarifier. The four clarifiers will be circular and employ gravity sludge removal systems.

The return activated sludge (RAS) pumps will return the sludge settled in the final clarifiers to the BNR activated sludge process. RAS pumps will be provided for each clarifier and will pump into a chamber located at the division box, which will discharge RAS into a pipeline flowing back to the BNR division structure. Excess biomass produced in the BNR process will be pumped to the biosolids process building or to the waste activated sludge (WAS) storage tank. Scum pumps will be provided to transfer the surface skimmings from the clarifiers directly to the biosolids facilities.

C.07 Filters. The effluent flowing over the weirs of the final clarifiers will flow by gravity to an effluent box, where the flows will be combined and then conveyed to the influent chamber of the filter structure. The filters will provide additional solids removal or polishing of the effluent. The proposed filtration facilities will consist of four automatic backwash sand filters.

C.08 Disinfection Unit. After being filtered, the effluent stream will enter the disinfection unit. The recommended method of disinfecting the effluent at the Westside plant is through the use of ultraviolet (UV) disinfection. The UV system will consist of a tank, the UV reactor, and an effluent weir.

If alternative disinfection facilities are to be evaluated, the evaluation will be performed under Additional Services.

C.09 Post-Aeration and Oxygenation. It is anticipated that the new Westside facility will have a minimum dissolved oxygen (DO) level required for the effluent discharged under the NPDES discharge permit. The post-aeration and oxygenation system will be designed to provide DO concentrations of 90 percent of saturation of the applicable temperature measured at the WWTF. In order to meet these limits, a post-aeration/oxygenation system will be constructed following disinfection. The post-aeration system will consist of a concrete tank containing a fine bubble diffused aeration system. Blowers will supply air to the aerators in the tank as the effluent stream passes through the tank.

To augment the aeration system, a sidestream oxygenation system (if necessary) will also be designed. Liquid oxygen will be injected into a sidestream of the main effluent stream, causing a supersaturated condition. The supersaturated sidestream and the effluent stream will then be re-combined to produce the required DO level at the WWTF prior to discharge.

C.10 Odor Treatment Processes. Air from the headworks (channels, wetwells, screens and grit processing areas), the grit tanks, the sludge processing building, and the flow equalization pump station wetwell will be collected and routed through underground ductwork to the odor control systems for treatment. The odor treatment system is anticipated to consist of bioscrubbers and biofilters. MWY will coordinate with Black & Veatch Corporation regarding the odor control measures to be installed at the Westside WWTP and the Noland Facility. The type of odor control system at the Westside WWTP may differ from the system at the Noland WWTP, depending on the odor constituents and cost-effectiveness at each facility.

C.11 Chemical Feed Building. The chemical feed building will house the containment units and the feed systems for the chemicals used in the various treatment processes. Liquid aluminum sulfate (alum) will be stored in two vertical tanks and, if needed, will be pumped to the biological processes to aid in the removal of phosphorus. It will be possible to add liquid alum at either the final clarifier division box or at the final clarifier effluent box, prior to the filters. A second metering pump system will also be in place for redundancy in the chemical feed system. A pH adjusting feed system will also be housed in the chemical feed building.

C.12 Operations Building. An operations building will be provided at the new facility. This structure will primarily house the distributive control system (DCS) for the new facility and will contain minimal office space for operational personnel. The inclusion of a full-scale laboratory (and central operations facilities) is not anticipated.

C.13 Maintenance and Equipment Storage. After completion of construction, it will be necessary to store spare parts for equipment obtained as part of this project. Spare parts for pumps, aerators, and other items of equipment will be housed in a dry storage area within this structure. Additionally, a maintenance bay, small office, and vehicle storage bay will be provided so that maintenance can be performed on-site.

C.14 Biosolids Disposal. The Westside Wastewater Treatment Facility will process biosolids separately from the existing Noland Facility. Currently, there are no plans to stabilize or otherwise further treat the biosolids produced at the new Westside WWTF. However, the biosolids will be thickened and dewatered. It is anticipated that the dewatered material will then be transported to an off-site facility where it will be further processed and disposed of by others. The facilities designed to dewater the biosolids produced at the Westside WWTF are described below:

- **Biosolids Processing Facility** – The WAS will be pumped into a day-tank and combined with scum from the grit and scum units and the final clarifiers. This combined waste will then be pumped to the gravity table thickeners (GTT) and thickened. From there, the thickened material will be pumped to a belt filter press and further dewatered to a solids concentration of approximately 14 to 15 percent. The dewatered material will then be conveyed into a covered truck for transport.

The dewatering facility will house two gravity table thickeners, two belt filter presses, and pumps, including duplicate units, to feed the thickeners and belt presses. The facility will also house a conveyor, two polymer feed systems, belt wash booster pumps, and other ancillary equipment for a complete biosolids dewatering operation.

- Waste Activated Sludge Supply Pumps – Three pumps will be provided to supply WAS to the two gravity table thickeners. Each GTT will have one WAS pump dedicated to that unit. Each pump will supply combined WAS and scum from the day-tank to the GTT unit. A spare pump will be provided to supply WAS to either of the GTT units in the event of a primary supply pump failure to either unit.
- Polymer Feeders for GTT Units – Each GTT unit will have a polymer feed system to feed liquid polymer combined with water to the WAS stream prior to introduction of the stream onto the GTT bed.
- Gravity Table Thickeners – Two gravity table thickeners two meters in width will be provided at the Westside WWTF. The thickened material will be discharged into a feed tank which supplies the belt filter press for further dewatering.
- Belt Filter Press Supply Pumps – Pumps will supply thickened sludge to the belt filter presses (BFP) for further dewatering. One pump will be dedicated to each unit with a third pump utilized as a standby capable of feeding either belt press.
- Polymer Feeders for BFP – Each belt press unit will have a polymer feed system to feed liquid polymer combined with water to the BFP feed stream. The polymer solution will be introduced in a mixing valve prior to introduction of the stream onto the BFP gravity dewatering zone.
- Belt Filter Presses – Two belt filter presses two meters in width will be provided in the biosolids processing facility.
- Waste Activated Sludge Storage – It will be necessary to store thickened biosolids on-site during certain days of the week. The sludge storage tank will provide for approximately three days production of thickened sludge. One concrete tank will be provided and will be equipped with a diffused air system to supply air to the WAS during storage.

C.15 Instrumentation and Control System . MWY will design and specify a distributed control system and associated process instrumentation, which will enable the plant operations staff to monitor and control the new Westside Plant's operation. Communications will be established with a SCADA system to gather the information from the two lift stations, designed by RJN, that affect the flow to the new Westside Plant. The new plant's distributed control system will log operational data for administrative reporting, operational control, and historical analysis.

There will be five different major equipment categories that MWY will specify for the Westside Plant distributed control and SCADA systems:

- a. Main server unit located at the new Westside Plant:
 - Microcomputer server system.
 - SQL (Structured Query Language) server software.
 - Communication link.
 - Dial-up for backup communication link.
 - Logging of control system and laboratory test data.
- b. Operator interface workstations located at the new Westside Plant:
 - Microcomputer systems.
 - Man-Machine-Interface software.
 - Historical database software.

- Alarm and event printers.
- Dial-up for remote communication link.
- c. Portable operator interface unit:
 - Portable laptop microcomputer system.
 - Communications software.
 - Historical database software.
 - Dial-up communication link to master plant workstation.
- d. Distributed control units located at the new Westside Plant:
 - Programmable logic controllers.
 - Analog and digital input modules for process status indicators.
 - Analog and digital output modules for process controls.
 - In-plant fiber optic communication links.
- e. Remote terminal units located at the two new lift stations:
 - Programmable logic controllers.
 - Radio communications equipment.
 - Communications links will be established between the two new lift stations and the new Westside Plant.
 - Analog and digital input modules for process status indicators.
 - Analog and digital output modules for process controls.

C.16 Coordination of Work

- Coordination with Staff – MWY will coordinate and receive comments from operational staff during the design of the facilities.
- Biosolids Equipment – MWY will coordinate with Black & Veatch Corp. the selection of biosolids thickening and dewatering equipment for use at the Noland Facility and Westside Facility.
- Instrumentation – MWY will coordinate with City staff the operational interface of the Westside DCS system with the existing City of Fayetteville SCADA system.
- NPDES Discharge Permit – The City of Fayetteville has an existing contract with others to develop stream models for effluent discharge at the new Westside WWTF. MWY will attend two meetings with the City to receive the results of the stream modeling.
- Pre-Purchased Equipment – MWY will assist the Program Manager by providing proposed pump characteristics and specifications for possible advance purchase and assignment to construction contractors. MWY reserves the right to change exact pump operational points during the detailed design.
- Cut-Over and Startup – MWY will coordinate with the Program Manager and RJN Group to develop a conceptual cut-over and startup plan to bring the Westside Collection System into the new Westside Plant.

C.17 Services and Items Not Included

- Biosolids Equipment – MWY will not be responsible for development of the Contract Documents/ Procurement Documents required to specify/purchase biosolids thickening or dewatering equipment set out under Item C.14 above.
- Biosolids Stabilization – The WWTF design does not include any facilities required to stabilize waste activated sludge (WAS) to either Class A or Class B levels. The WAS is to be thickened and dewatered at the WWTF site without stabilization.

- **Process Design** – The Westside WWTF includes design for total nitrogen effluent limits of 10 mg/l or more. Effluent limits more stringent than 10 mg/l total nitrogen may require additional facilities. Design of additional facilities will be considered Additional Services.
- **Instrumentation** – Design services for items of instrumentation and control associated with the modifications at the Paul Noland Facility or any of the existing sewerage lift stations in Fayetteville sewage collection system that may be modified by other consultants is not a part of MWY's work. Additionally, design services for items of communications required to link the Paul Noland Facility and the new Westside WWTF is to be provided by City personnel.
- **Fees and Publication Costs** – Fees associated with federal or state agency review of the project or publication of the Invitation to Bid are not included in this project. State and federal agency review fees and publication fees will be paid by the City of Fayetteville.

PART D – SUBMISSION OF PLANS AND SPECIFICATIONS TO REVIEWING AGENCIES

MWY will submit Plans and Specifications to the following agencies for review:

- Arkansas Soil and Water Conservation Commission (ASWCC)
- Arkansas Department of Environmental Quality (ADEQ)
- Arkansas Department of Health (ADH)
- Corps of Engineers (COE)

PART E – LARGE-SCALE DEVELOPMENT

MWY will prepare a Large-Scale Development Plan in accordance with City of Fayetteville's checklist dated April 8, 2002 (16-page document attached). Items 1 through 56, except for Item 54, shall be accomplished under the Scope of Services of the design contract. Item 54 shall be performed under Additional Services, Section 3 and Section 6.1.6, of this contract.

PART F – ENVIRONMENTAL REQUIREMENTS

It is our understanding that as part of this project, the City of Fayetteville will retain the services of an environmental consultant to assist MWY in the development of a Wetland Mitigation Plan, and to independently develop a Stormwater Prevention Plan (SWPP), Best Management Practices Plan (BMP), and the 404 permit application for this project. MWY will assist in the review of the SWPP and BMP as it pertains to the Westside WWTF.

PART G – BIDDING SERVICES

Each of the items listed in G.01 through G.07 below pertain to each of the two Contract Sections as follows:

- Contract Section I – Wetlands Mitigation Area
- Contract Section II – Westside Wastewater Treatment Facilities

G.01 MWY will prepare an opinion of probable construction cost prior to bid. Cost opinions and projections prepared by MWY and its subcontractors relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on MWY and its subcontractors' experience, qualifications, and judgment as a design professional. Since MWY and its subcontractors have no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, MWY and its

subcontractors do not guarantee that actual rates, costs, performance schedules, and related items will not vary from cost opinions and projections prepared by them.

G.02 MWY will prepare an Invitation to Bid to be published by the City of Fayetteville.

G.03 MWY will distribute construction Contract Documents to prospective bidders. A fee to prospective bidders will be charged by MWY to recover the reproduction, administration and shipping costs of the Contract Documents.

G.04 MWY will attend one pre-bid conference.

G.05 MWY will issue and submit to the Program Manager and ASWCC proposed addenda and clarifications to the construction Contract Documents.

G.06 After the receipt of bids, MWY will prepare a Recommendation of Award for consideration by the City of Fayetteville.

G.07 MWY will attend one Water and Sewer Committee Meeting and one City Council Agenda Session, and one City Council Meeting for presentation of the Recommendation of Award.

CITY OF FAYETTEVILLE, ARKANSAS
LARGE SCALE DEVELOPMENT

FOR STAFF USE ONLY

FEE: \$200.00 - \$800.00

Date Application Submitted: _____

Date Accepted as Complete: _____

Case / Appeal Number: _____

Public Hearing Date: _____

S-T-R: _____

PP#: _____

Zone: _____

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant _____ Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name- _____

Name- _____

Address - _____

Address - _____

Phone - _____

() _____

() _____

Fax - _____

() _____

Phone - _____

() _____

() _____

Fax - _____

() _____

Site Address / Location: _____

Current Zoning District: _____

Assessor's Parcel Number(s) for subject property: _____

Total Acreage: _____

Number of Lots: _____

Number of Dwelling Units: _____

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): _____ Date: _____

Signature: _____

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Owners (attach additional info if necessary):

Name (printed): _____ Address - _____

Signature: _____

Date: _____ Phone - () _____

Name (printed): _____ Address - _____

Signature: _____

Date: _____ Phone - () _____

Checklist:

Attach the following items to this application:

- ☐ Payment in full of applicable fees for processing the application:
 - LSD
 - Non-Residential..... \$800.00
 - Ten or less residential units \$200.00
 - Twenty-five or less residential units \$400.00
 - Twenty-six or more residential units..... \$800.00
 - Grading & Drainage
 - Up to .5 acre \$75.00
 - .5 acre to 1 acre..... \$100.00
 - Over 1 acre \$200.00
 - Tree Preservation..... \$120.00
- ☐ Legal description of property (may be found on deed or current survey of property). A survey may be required if the deed cannot be platted accurately.
- ☐ Two sets of typed, mailing labels listing the name and address of each adjacent property owner. May be found at the county assessor's office.
- ☐ A copy of the plat on record in the county assessor's office. The owner's name and the parcel number for every adjacent property shall be shown on this plat (map).

- Provide a copy of the written decision from the Parks and Recreation Advisory Board regarding park land dedication requirements. (Residential projects only)
- One large, color rendered elevation board showing any elevation of the proposed project which is visible from a public right of way when project is subject to Commercial Design Standards. Materials and colors must be called out on this drawing.
- 12 color elevations showing all four sides of each proposed building.
- Signed LSD and Grading and Drainage Applications
- A 3 1/2" diskette with all information in AutoCad or a similar format must be submitted with your application.
- Twenty-eight (28) copies of the plat or plan *folded* to page size with title information on the outside. Plats should be drawn in layers, symbols, and line types as used by the City Drafting Department, when possible. All of the following information shall be contained on a single plat. The tree preservation plan and grading/drainage may be submitted on separate plats if desired. Any deviation from this format shall be approved prior to submittal.

PLAT INFORMATION

General

1. Names, addresses, zoning and property lines of all property owners adjacent to the exterior boundaries of the project (including individual lots across streets and rights-of-way) shall be located on the plat at the correct location.
2. Names, addresses, telephone numbers, of owner(s), developer(s) and project representative.
3. North arrow, scale (graphic and written), date of preparation, zoning classification, and proposed use.
4. Title block located in the lower right hand corner indicating the name and type of project, scale, firm or individual preparing drawing, date, and revisions.
5. Provide a complete and accurate legend.
6. A vicinity map of the project with a radius of 1.5 miles from the project. This map shall include any Master Street Plan streets as well as the 100-year flood plain boundary.
7. Street right-of-way lines clearly labeled. The drawing shall depict any future R.O.W. needs as determined by the AHTD and Master Street Plan. Future R.O.W. as well as existing R.O.W. and center lines should be shown and dimensioned.
8. The location of all existing structures. Show the location of proposed buildings, square feet and height. Dimension buildings from the roof overhang and setbacks to property lines.
9. Site coverage note indicating the percentage of site that is covered by both buildings and surfaced area.

Legal Description

10. Written legal descriptions including area in square feet or acres that read clockwise. This shall be provided on the plat. (Note: If the project is contained in more than one tract, the legal for each individual tract and a total tract description must be provided.)
11. Boundary survey of the property shown on the plat. The surveyor shall seal, sign, and date the survey. The survey shall be tied to state plane coordinates.
12. Provide a benchmark, clearly defined with an accuracy of 1/100'. This benchmark must be tied to USC & GS Datum. Benchmarks include but are not limited to the following: fire hydrant, man hole, etc.

13. Each plat shall have 2 points described in State Planes Coordinates, Arkansas, North, North American Datum, 1983 (NAD 83)
14. Point-of-beginning from a permanent well-defined reference point. This P.O.B. shall be clearly labeled on the drawing.
15. Curve data for any street which forms a project boundary.

Floodplain / Floodway / Wetlands

16. Show 100-yr floodplain and / or floodway and base flood elevations. Reference the FIRM panel number and effective date.
17. Note regarding wetlands, if applicable. Note if Army Corps of Engineers determination is in progress.

Topographic Information

18. Existing and proposed topographic information with source of the information noted.
Show:
 - a. Two foot contour interval for ground slope between level and ten percent.
 - b. Five foot contour interval for ground slope exceeding ten percent.
19. Spot elevations at grade breaks along existing road centerlines, gutter lines and top of curbs or edge of pavement.
20. Contours of adjacent land within 100 feet of the project shall also be shown. Contour information may be available at the City in a digital format. Check with the drafting department for availability and associated cost.

Tree Preservation/Landscape Plans

21. A Site Analysis drawing and Analysis report is required of all developments that have existing trees present. If no existing trees are present, a Tree Preservation Fee Waiver Form shall be submitted with the plans. A site analysis drawing must clearly show the locations and types of all existing natural features on the site including features 100' beyond the property lines that may be affected by the design. A complete list of the information required to be shown on the Site Analysis may be found in the City of Fayetteville Landscape Manual available free of charge from the Tree and Landscape Department.
 - The analysis report is a written description of design decisions and how they affect the preservation of existing natural resources on the site
22. The Tree Preservation Plan, which should be incorporated with the Grading plan and be titled Grading / Tree Preservation Plan, is a depiction of the existing tree coverage of the site and the areas established for preservation. All existing trees must be shown on the plan. Groupings of trees may be indicated by the edge of the overall canopy although trees within the grouping, that meet the definition of significant, must be individually located and the spread of their canopy indicated on the drawing. The species, canopy spread, trunk diameter and average health of the tree must be shown in a chart of the plan. Tree preservation measures must also be shown on the drawing along with mitigation information if mitigation is approved by the Landscape Administrator. A complete list of the information required to be shown on the Tree Preservation Plan may be found in the City of Fayetteville Landscape Manual.
23. Landscape plan requirements for the Off Street Parking Ordinance, the Overlay District, and Commercial Design Standards are to be approved by the Planning Commission with a recommendation by the Landscape Administrator. The conceptual design may be reviewed by the Planning Commission however a detailed plan must be approved by the Landscape Administrator prior to the issuance of the building permit. The conceptual plan shall show the general layout of the plant material and shall include proposed plant species (common names are acceptable) and size. Existing and proposed utility lines shall be shown on the plan. When an ordinance requires shrubs or other screening material, show the layout of planting beds (it is recommended that shrubs be within defined planting beds for ease of maintenance) The detailed plan shall also include approved planting details and notes and particulars for irrigation.

April 8, 2002

24. Landscape proposals for parking lots and/or tree replacement requirements shall include proposed plant species (common names are acceptable) and size. Existing and proposed utility lines shall be shown on the plan. State the method for irrigating the plant material on the plan. When an ordinance requires shrubs or other screening material, show the layout of planting beds (it is recommended that shrubs be within defined planting beds for ease of maintenance).

Utilities - Existing

25. Show on the drawing all known on-site and off-site existing utilities and easements (dimensioned) and provide the structures locations, types, and condition and note them as "existing" on the plat.
26. Existing easements shall show the name of the easement holder, purpose of the easement, and the book and page number for the easement. If an easement is blanket or indeterminate in nature, a note to this effect shall be placed on the plat or plan.

Utilities - Proposed

27. Show all storm sewer structures, sanitary sewer structures and drainage structures:
28. Show all Sanitary sewer systems
29. Note the occurrence of any previous overflow problems on-site or in the proximity of the site. (Also, contact the Water / Sewer Superintendent, at 575-8386).
30. Water systems, on or near the site:
- a. Provide pipe locations, types, and sizes
 - b. Note the static pressure and flow of the nearest hydrant
 - c. Show location of proposed fire hydrants and meters.
31. Underground or surface utility transmission lines:
(Note: This category includes, but is not limited to Telephone, Electrical, Natural Gas, and TV Cable)
- a. Locations of all related structures (pedestals, poles, etc.)
 - b. Locations of all lines (note whether the line is below or above ground)
 - c. A note shall be placed where streets will be placed under the existing overhead facilities and the approximate change in grade for the proposed street.
32. State the width, location, and purpose of all proposed easements or rights of way for utilities, drainage, sewers, flood control, ingress/egress or other public purposes within and adjacent to the project.

Streets, Rights-of-way, And Easements

33. The location, widths, grades, and names of all existing and proposed streets (avoid using first names of people for new streets), alleys, paths, and other rights-of-way, whether public or private, within and adjacent to the project; private easements within and adjacent to the project; and the radius of each centerline curve. Private streets shall be clearly indicated and named. Names of streets should be approved by the 911 Coordinator.
34. A layout of adjoining property (within 300') in sufficient detail to show the effect of proposed and existing streets (including those on the master street plan), adjoining lots, and off-site easements. This information can be obtained from the Master Street Plan, Aerial Photos, and the City Plat Pages located in the Planning Office if requested.
35. The location of all existing and proposed street lights (At every intersection, cul-de-sac & every 300' and associated easements to serve each light.)

Site Specific Information

36. Provide a note of any known existing erosion problems on-site or within 300' downstream of the property.
37. The location of known existing or abandoned water wells, sumps, cesspools, springs, water impoundments, and underground structures within the project.
38. The location of known existing or proposed ground leases or access agreements, if known. (e.g. shared parking lots, drives, areas of land that will be leased)
39. The location of all known potentially dangerous areas, including areas subject to flooding, slope stability, settlement, excessive noise, previously filled areas and the means of mitigating the hazards (abatement wall, signage, etc.).
40. The boundaries, acreage, and the use of existing and proposed public areas in and adjacent to the project. If land is to be offered for dedication for park and recreation purposes it shall be designated.
41. For large scale residential development, indicate the use and list in a table the number of units and bedrooms.
42. For non-residential use, indicate the gross floor area, and if for multiple uses, the floor area devoted to each type of use.
43. The location and size of existing and proposed signs, if any.
44. Location and width of curb cuts and driveways. Dimension all driveways and curb cuts from side property line and surrounding intersections.
45. The location and number of bike racks provided and required.
46. Location, size, surfacing, landscaping, and arrangement of parking and loading areas. Indicate pattern of traffic flow; include a table showing required, provided, and handicapped accessible parking spaces.
47. Location of buffer strips, fences or screen walls, where required (check Unified Development Ordinance for specific requirements).
48. Indicate location and type of garbage service. Dimension turnaround area at dumpster location.
49. A description of commonly held areas, if applicable.
50. Draft of covenants, conditions, and restrictions, if any.
51. A written description of requested waivers from any city requirement.
52. Show required building setbacks for large scale developments. Provide a note on the plat of the current setback requirements for the subdivision. A variance is necessary from the Board of Adjustment for proposed setbacks less than those set forth in the zoning district.
53. Preliminary grading and drainage plans and reports as required in the City Engineer's Office.

Other Requirements

54. Any other data or reports as deemed necessary for project review by the City Planner, City Engineer or Planning Commission.

April 8, 2002

Prior to Building Permit:

55. Prior to the issuance of a building permit for a large scale development, an easement plat shall be filed of record in the office of the circuit clerk dedicating all required easements and rights-of-way. Contact Planning Division for signature block and additional information.
56. All public improvements and required landscaping are required to be guaranteed prior to the issuance of a building permit.

The City Planner and City Engineer may waive any of these application requirements when, in their discretion, any such requirement is not necessary due to the nature of the proposed project, or other circumstances justify such waiver. A pre-application conference may be arranged and is encouraged to review the proposed project and discuss the checklist requirements.

(Note: As this request goes through the review process, revised copies of the project plat, and elevations, if applicable, will be required)

CHAPTER 157:

NOTIFICATION AND PUBLIC HEARINGS

§157.01 GENERAL REQUIREMENTS/ INFORMATION.

A. Notice. Notice shall include the following information, unless specific requirements herein provide otherwise:

- 1. Project Description.** Description of the project or request,
- 2. Use.** The use of the property,
- 3. Zoning.** Current zoning,
- 4. Acreage.** Acreage of project,
- 5. Public Hearing.** Time, date, and location of public hearing,
- 6. Name.** The property owner's and/or the developer's name, and
- 7. Review Location.** Phone number, address, project name and information on where the file may be reviewed at the City Administration Building.

B. Assessment Records. Property owners shall be identified from the assessment records available at the Washington County Assessor's Office on the date an application is submitted for processing.

C. Who May be Heard. Any person desiring to be heard at a public hearing may appear in person, by agent, or by attorney.

§157.02 DEVELOPMENT.

A. Large Scale Development. The following requirements shall apply to Large Scale Developments.

- 1. Public Hearing Required.** A public hearing shall be held at the meeting of the Subdivision Committee at which the development plan is to be considered.
- 2. Notice of Public Hearing/Developer.** Prior to a public hearing being held, the developer shall provide the following notice:

a. **Who Gets Notice.** Notice of the proposed development shall be given to owners of any property having a common boundary with, and a different zoning classification than the property proposed for development, no later than seven (7) calendar days prior to the public hearing.

b. **Methods of Notice.** Notice shall be by one of the following methods:

(1) **Mail.** Certified mail, return receipt requested, to at least one of the record owners of a property,

(2) **Publish.** Publish notice in the legal notice section of a newspaper of general circulation within the City,

(3) **Signatures.** Obtaining signatures of at least one of the record owners of a property on a copy of the proposed large scale development plan.

3. **Proof of Notice.** At least 7 days prior to the Subdivision Committee meeting at which approval of the large scale development plans will be considered, the applicant shall file one of the following with the Planning Office:

a. **Receipts.** Return receipts from the mailing and copy of the notice,

b. **Proof of Publication.** Proof of publication,

c. **LSD Plan.** Signed and dated large scale development plan.

(Code 1991, §159.54; Code 1965, App. C. Art. IV, §I; Ord. No. 1750, 7-6-70; Ord. No. 3925, §6, 10-3-95)

B. Planned Unit Developments. The following requirements shall apply to Planned Unit Developments.

1. **Public Hearing Required.**

a. **Small Area PUD.** A public hearing shall be called coincidental with the concept plan review by the Planning Commission.

b. **Large Area Concept PUD.** If, after review, the Planning Commission deems it advisable to have a public hearing on the proposed PUD, a public hearing shall be held.

2. **Notice of Public Hearing/Developer.**

a. **Who Gets Notice.** Notice of the proposed PUD shall be given by the developer to all persons owning property within 100 feet of the perimeter of a PUD at least ten days prior to the meeting at which the Planning Commission is to review the concept plan.

- b. Methods of Notice.** Notice shall be by one of the following methods:
 - (1). Personal.** Personal contact, or
 - (2). Mail.** Certified mail, return receipt requested.
- 3. Notice of Public Hearing/City.** Notice of public hearing shall be given by the City in both of the following manners.
 - a. Publish.** Publish notice in a newspaper of general circulation in the City at least one time 15 days prior to the public hearing,
 - b. Signs.** Posting a sign or signs, each 18 inches high by 24 inches wide, at conspicuous places in the area involved, 15 days prior to the date of the public hearing.
- 4. Proof of Notice.** On or before the day the Planning Commission reviews the concept plan, the applicant shall file one of the following with the Planning Office:
 - a. Receipts.** Return receipts from the mailing and copy of the notice,
 - b. Contact.** Proof showing personal contact.

(Code 1991, §160.121(L)(M); Code 1965, App. A, Art. 8(12); Ord. No. 1747, 6-29-70; Ord. No. 1903, 3-6-73; Ord. No. 2379, 9-20-77; Ord. No. 2538, 7-3-79; Ord. No. 2582, 12-4-79; Ord. No. 2633, 5-20-80; Ord. No. 2710, 3-24-81; Ord. No. 2779, 11-17-81)(Code 1991, §160.156; Code 1965, App. A, Art. 12(1); Ord. No. 1747, 6-29-70; Ord. No. 2538, 7-3-79; Ord. No. 3716, §1, 6-15-93; Ord. No. 3925, §7, 10-3-95)

PHYSICAL ALTERATION OF LAND (i.e. Grading)

And/or

**STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL PERMIT
APPLICATION COVER SHEET**

Project title / name: _____

Date: _____

Is the submittal: Preliminary: _____ or Final: _____

If final, please list the date of the preliminary submittal: _____

APPLICANT INFORMATION:

Name: _____

Address: _____

Telephone: _____

Relationship to the project: _____

OWNER'S INFORMATION:

Name: _____

Address: _____

Telephone: _____

ENGINEER / ARCHITECT INFORMATION:

Name of engineer, architect or landscape architect as applicable (if different From
applicant) _____

Address: _____

Telephone: _____

OWNER'S SIGNATURE: _____

REVIEW FEE SCHEDULE:

Up to 0.5 acre - \$75

0.51 to 1.0 - \$100

over 1.0 acre - \$200

Fee required: _____ Date paid: _____

(Note: fee generally required at the preliminary application)

Approved: _____ Denied: _____ Date: _____

Signature: _____

City Engineer or authorized Staff Engineer

Comments: _____

Tree Preservation Plan Requirements

It is suggested that all projects with existing trees should be reviewed with the Landscape Administrator prior to site design to determine the extent of tree preservation required. The tree preservation plan can be combined with the proposed project's grading plan, but the plan must be titled Grading Plan/Tree Preservation Plan.

Step 1: Identification of Existing Canopy

_____ Show the location and determine the square footage of all existing trees on the proposed project's site.

_____ The exact location, species, trunk diameter, health, and canopy spread of any significant trees must be identified and shown on the plan. A "significant" tree is a tree with a trunk diameter of 24 inches or more for large growing species (i.e. Oak), 18" or more for slow growing or medium sized species, and 8 inches or more for small growing species (i.e. Redbud).

To determine the canopy spread of individual trees, measure the diameter of the canopy and figure the area.

_____ If no "significant" trees exist on the site, a statement confirming this fact must be included on the plan. Groups of existing trees that do not qualify as "significant" may be identified by their canopy edge, and a square footage of the area's canopy can then be calculated. The predominant species, average size, and health of the trees with in the grouping shall be indicated.

Step 2: Percentage of Preserved Tree Canopy

_____ Designate on the plan the location and square footage of preserved tree canopy.

REMINDER: Preservation areas must be areas that can remain entirely undisturbed at all stages of construction. If you cannot design the project to meet the minimum canopy requirement, STEP 5 describes the tree mitigation/off-site alternatives option. This option must be pre-approved by the Landscape Administrator.

Step 3: Tree Canopy Table

_____ In a table format, label the total percent of:

- A) Existing Canopy
- B) Total Canopy to be Preserved
- C) Total Canopy to be Removed
- D) Mitigation Canopy if approved

Note: Canopy is to be calculated as a percentage of the total acreage of the entire property.

Step 4: Preservation Method Specifications

_____ Show a distinctive graphic line for the barrier fencing, along the dripline* or ten feet from the trunk (whichever is greater), around all tree preservation areas.

*The dripline is an imaginary vertical line that extends downward from the outermost tips of the tree branches to the ground.

_____ Include a specification drawing to show the method and materials used for preservation fencing. See the page # () for examples.

_____ Show the location of all existing and proposed utilities, and all areas affected by grading and drainage.

REMINDER: Utility easements shall not be counted as areas for tree preservation.

_____ Identify on-site areas for the delivery and storage of construction materials, on-site parking, cement truck wash-out, and soil stockpiles.

_____ If root pruning, mulching, aeration, or other procedures are required, please indicate on plans.

Step 6: Drainage, Grading, and Subsequent Construction Plans

_____ Be sure the project's final drainage & grading plan, submitted for approval to the City Engineer, is coordinated with your tree preservation plan. Cut or fill within tree preservation areas is not permitted and the drainage & grading permit for the proposed project will not be issued unless it is in accordance with the tree preservation plan.

Step 7: On-Site Mitigation or Off-Site Alternatives

_____ Indicate on the Tree Canopy Table the amount of canopy in square feet that falls short of the preservation requirement

_____ Number of trees required for forestation based on the preservation priority of the canopy removed and the base density of forestation trees

See guidelines in the Manual

_____ Number of trees, the size and species, and the location of all on-site mitigation trees

_____ Dollar amount to be contributed to the tree fund if utilized for Off-Site Alternatives

_____ Complete Mitigation Form

Step 8: Maintenance of Tree Preservation Areas During Construction

_____ Prior to starting construction of the project, you are required to construct protection barriers as specified on the tree preservation plan, around all tree preservation areas.

_____ If applicable, root pruning, trimming, or other preservation activities will be required prior to any disturbance to the site unless expressly allowed by the Landscape Administrator.

_____ In order for the project to remain in compliance with the Tree Ordinance, and to avoid potential fines or stop work orders, you must maintain the protection of all trees designated "preserved" on the approved tree preservation plan.

_____ Preserved trees and tree preservation areas are to be indicated on the utility plans and grading plans to alert contractors of areas that require preservation.

Step 9: Final Plat Approval/Certification of Occupancy

_____ Compliance with the Tree Ordinance during construction must be maintained and verified by the Landscape Administrator during periodic site inspections,

_____ If applicable, any remedial tree preservation activity, required by the Landscape Administrator, must be completed before the acceptance of the final plat or Certificate of Occupancy.

_____ Areas designated for tree preservation must be clearly depicted on an Easement Plat for Large Scale Developments and on the Final Plat for non-residential subdivisions. The document must meet the following guidelines:

Tree Preservation Areas

The tree preservation area must be shown on the plat as it relates to the subject property and must be dimensioned or described by metes and bounds for input into the city GIS system.

The Tree Preservation Area must be clearly marked on the Easement Plat or Final Plat and include the following language:

Tree Preservation Area

The Tree Preservation Areas as indicated on this easement plat constitute a covenant running with the title of the subject property and are denoted for the property owners and their future successors, assignees or transferees to preserve, protect and maintain existing tree canopy. No tree removal or land disturbance as defined within the City of Fayetteville Unified Development Ordinance may occur within the Tree Preservation Area unless approved by the City of Fayetteville. Persons seeking removal of such Tree Preservation Areas, or requesting to modify the property in such a way as to affect the canopy within, must seek approval from the City Council through a request made by the Landscape Administrator of the City of Fayetteville

Approved by _____ Date _____
City of Fayetteville Landscape Administrator

City of Fayetteville Tree Mitigation Form

Project: _____

Developer: _____

Location Address: _____

Engineer: _____

It is required that this form be submitted concurrently with the Tree Preservation Plan if mitigation of any kind is sought.

Canopy measurements:

% Tree Canopy

Required to be Preserved _____

Total Area of Existing Tree Canopy

Acres _____

Square Feet _____

% of Total Site Area _____

Total Area of Site

Acres _____

Square Feet _____

Existing Tree Canopy Preserved

Acres _____

Square Feet _____

% of Total Site Area _____

Amount of Preservation Requirement Requested Mitigation

Acres _____

Square Feet _____

% of Total Site _____

Type of Mitigation Pursued:

☐ On Site Mitigation

☐ Off Site Preservation

☐ Off Site Forestation

☐ Tree Fund

List Mitigation Species, Caliper, and Quantity of trees to be planted in the space below. Refer to table and on back for figuring quantity and caliper sizes.

Species	Caliper	Qty.

Amount proposed to be deposited in the City of Fayetteville Tree Fund: \$_____

Mitigation Proposal: ☐ Approved ☐ Disapproved

Signed: _____, the Landscape Administrator, _____ date

Tree Mitigation Base Density/Off Site Alternatives

When preservation cannot be accomplished and existing canopy is to be removed below minimum canopy requirements, mitigation is required. Before any Mitigation/Off-Site Alternatives are carried out, approval must be granted by the Landscape Administrator. When mitigation is an issue a mitigation form, available from the Landscape Administrator, detailing all proposed actions should be submitted with the Tree Preservation Plan. Mitigation and reforestation densities, preferred species, spacing, and amounts are determined by the tables below.

Caliper of Replacement Tree	Existing High Priority Canopy Proposed For Removal		Existing Mid-Level Priority Canopy Proposed For Removal		Existing Low Priority Canopy Proposed For Removal	
	Required # of trees per acre removed	Density Factor	Required # of trees per acre removed	Density Factor	Required # of trees per acre removed	Density Factor
2"	200	218sf	150	290sf	100	436sf
1 1/2"	230	190sf	173	252sf	115	380sf
1"	250	175sf	188	232sf	125	350sf

*The Density Factor is a ratio of canopy removed to number of trees replaced

Here are the 5 simple steps on how to calculate the size and number of trees needed for mitigation

1. Establish how many acres/square feet of canopy is proposed to be removed on site that falls below the minimum canopy requirement
EX: 13,000 square feet of canopy
2. Establish the Priority type of the canopy proposed to be removed.
EX: High Priority Canopy
3. Select what caliper of mitigation trees are going to be used. Note: Contact Nurseries to confirm caliper availability in the species desired
EX: 2"
4. Refer to the table and find Density Factor that correlates with Canopy type removed and caliper size proposed for replacement.
EX: High Priority Canopy to be replaced with 2" caliper trees has a Density Factor of 218sf per replacement tree
5. Take Density Factor and divide by the square feet of canopy removed to get number of mitigation trees needed.
EX: 13,000 sqft./218 Density Factor = 60 2" caliper trees to be planted

On-Site Mitigation is preferred over Off-Site Alternatives. Show the location and species of mitigation trees on the tree preservation plans and submit the Mitigation/Off-Site Alternatives form at time of submittal

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

**APPENDIX A-2 – SCOPE OF SERVICES FOR FINAL DESIGN PHASE
& BIDDING SERVICES
WESTSIDE WASTEWATER TREATMENT FACILITIES EFFLUENT LINE**

This is Appendix A-2, consisting of four pages, referred to in and part of the Agreement For Professional Engineering Services between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS AND YATES, INC. dated _____.

Initial:

CITY OF FAYETTEVILLE _____

McGOODWIN, WILLIAMS AND YATES, INC. 

The following contains more detailed Scope of Services tasks for the Final Design Phase than presented in the text of the Agreement for Professional Engineering Services:

Generally, the project will include the final design of an effluent line (approximately 14,700 linear feet in length) to transport treated effluent from the new Westside Wastewater Treatment Facilities (WWTF) to a point of discharge downstream of the confluence of Goose Creek and Owl Creek.

PART A – PROJECT ADMINISTRATION AND MANAGEMENT

A.01 Project Initiation and Administration. McGoodwin, Williams and Yates, Inc. (MWY) will prepare and negotiate professional services contracts with the City of Fayetteville. MWY will provide project administration and management services during the detailed design and bid phases of the project. MWY will set up a file management system for the Westside Wastewater Treatment Facilities Effluent Line, track project progress, and will prepare billing invoices.

A.02 Standards and Criteria. MWY agrees to utilize "Drafting Standards and Criteria," published for this project by the City of Fayetteville. MWY also agrees to utilize, to the extent practicable, the "Design Standards and Criteria" published for this project by the City of Fayetteville.

A.03 Specifications. MWY will use City-provided front-end documents and Division 1 Specifications in preparation of the Contract Documents. MWY will follow the MasterFormat and SectionFormat recommended by the Construction Specifications Institute during preparation of the Technical Specifications. MWY will follow the MasterFormat level one titles. Level two titles will be based upon the MasterFormat recommendations and MWY's experience and specifications for work of this type. The Section format will be based upon Part 1 – GENERAL; Part 2 – PRODUCTS; and Part 3 – EXECUTION. Details contained in these Sections will be based upon MWY's experience for this type of work.

A.04 Meetings. MWY will attend up to four City Council meetings and monthly progress meetings with the City, Program Manager, and other design consultants when appropriate.

A.05 Subcontractor Coordination. MWY will coordinate the efforts of its subcontractors on this project.

A.06 Construction Permits. MWY will prepare applications for Arkansas Department of Environmental Quality (ADEQ) construction permits for the City's execution.

A.07 Project Performance Workplan. MWY will prepare and submit to the City of Fayetteville and the Arkansas Soil & Water Conservation Commission (ASWCC) a Project Performance Workplan for the Westside WWTF Effluent Line project.

PART B – PROJECT DEVELOPMENT

The Westside Wastewater Treatment Facilities Effluent Line route will be developed based upon the recommendations contained in the Final Facility Plan Amendment, RLF Project No. CS-050803-03, dated August, 2001, and approved by the ASWCC.

B.01 Hydraulic Analysis. MWY will develop a hydraulic profile of the effluent line for annual average flow conditions, maximum month conditions, and peak flow conditions.

B.02 Route Survey. MWY will conduct the necessary field design surveys for development of the construction contract documents. The route survey will determine the site topography and existing structures in close proximity to the selected route.

B.03 Geotechnical Services. MWY will provide, through subcontract, geotechnical services and analyses required to provide the information necessary for design of the Westside WWTF Effluent Line.

B.04 Value Engineering Review. A value engineering review is proposed for the Westside WWTF Effluent Line. The value engineering review is anticipated to occur at a 15-20 percent design stage.

- MWY will attend an initial one-day training session for the Value Engineering Review.
- MWY will attend a one-day meeting and present five copies of the available Drawings and Specifications for use during the Value Engineering (VE) Review.
- MWY will attend a mid-point review session.
- MWY will attend a one-day session to receive comments from the Value Engineering team.
- MWY will assist the City of Fayetteville in preparing responses to items presented in the Value Engineering report.

B.05 Design Review. MWY will prepare available Plans and Specifications and attend a one-day design review meeting at the 30 percent completion level and 95 percent completion level of design.

B.06 Detailed Design. The results of the City's operational staff review meetings, the Value Engineering Review and the Operations Review will be summarized in a Design Memorandum for use in the preparation of final construction contract documents.

PART C – PROJECT DESCRIPTION AND DETAILED DESIGN

MWY will prepare final contract documents including construction drawings, front-end, Division 1 documents and Technical Specifications for construction of approximately 14,700 linear feet of effluent line.

The final documents will incorporate review comments from the City of Fayetteville, the Arkansas Department of Environmental Quality (ADEQ), Arkansas Soil and Water Conservation Commission (ASWCC), and Arkansas Department of Health.

C.01 Route Selection. MWY will determine a preliminary route selection for presentation to the City of Fayetteville and will walk the route with designated City staff. Route adjustments will be based upon the preliminary route selection.

C.02 Pipe Size and Type. MWY will determine and recommend the appropriate pipe size and type(s) of materials to be utilized during construction. MWY will prepare an hydraulic profile for the recommended pipeline as set out in Section A above.

C.03 Pipeline Termination. MWY will design an appropriate terminus for the pipeline.

C.04 Easement Preparation. After the City of Fayetteville concurs in the final route selection, MWY will provide the necessary services for easement preparation, including a) land ties; b) property research; and c) preparation of the easement description to be used in the acquisition documents. Easement description preparation shall include provisions for temporary construction, ingress, egress, bore pits, etc. MWY will provide an easement document which incorporates the easement description on a form approved or provided by the City of Fayetteville's attorney. The document will be suitable for execution and recordation containing a description of the permanent easement, temporary construction easement, and temporary easements as required for ingress and egress. MWY will provide a right-of-way map at a suitable scale (1" = 200') which shows the project centerline, easement limits, property lines, tract numbers, owner names, and street names. In congested areas or where tracts are smaller than five acres in size, supplemental sheets at a suitable scale (1" = 50' or 1" = 100') will be provided. In project areas where suitable orthographic aerial photography is available, the photography will be used as a background on the right-of-way map. MWY will provide an 8 1/2-inch x 11-inch drawing to accompany each easement document. The drawing will be at an appropriate scale and utilize an orthographic photo background where such imagery is available with a suitable resolution. The easement drawings shall be descriptive and only intended to be used to aid the easement grantor in visualizing the easement to be conveyed. The drawing shall not constitute a plat of the grantor's property and will not be sealed.

C.05 Permit Application. MWY will prepare three city road crossing permit applications for submission by the City of Fayetteville to reviewing agencies.

C.06 Coordination of Work

- NPDES Discharge Permit – The City of Fayetteville has an existing contract with others to develop stream models for effluent discharge at the new Westside WWTF. MWY will coordinate the start date of design for the effluent sewer line based upon the results of stream modeling and the recommended discharge point.

C.07 Services and Items Not Included

- Effluent Post-Oxygenation – Post-aeration and -oxygenation facilities have been included in the proposed design of the WWTF. These facilities are to be located at the proposed WWTF site. No remote in-stream post-aeration or -oxygenation facilities are included in the effluent line work.
- Fees and Publication Costs – Fees associated with federal or state agency review of the project or publication of the Invitation to Bid are not included in this project. State and federal agency review fees and publication fees will be paid by the City of Fayetteville.

PART D – SUBMISSION OF PLANS AND SPECIFICATIONS TO REVIEWING AGENCIES

MWY will submit Plans and Specifications to the following agencies for review:

- Arkansas Soil and Water Conservation Commission (ASWCC)
- Arkansas Department of Environmental Quality (ADEQ)
- Arkansas Department of Health (ADH)
- Corps of Engineers (COE)

PART E – ENVIRONMENTAL REQUIREMENTS

It is our understanding that as part of this project, the City of Fayetteville will retain the services of an environmental consultant to assist MWY in the development of a Wetland Mitigation Plan, and to independently develop a Stormwater Prevention Plan (SWPP), Best Management Practices Plan (BMP), and the 404 permit application for this project. MWY will assist in the review of the SWPP and BMP as

it pertains to the Effluent Line construction.

PART F – BIDDING SERVICES

F.01 MWY will prepare an opinion of probable construction cost prior to bid. Cost opinions and projections prepared by MWY and its subcontractors relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on MWY and its subcontractors' experience, qualifications, and judgment as a design professional. Since MWY and its subcontractors have no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, MWY and its subcontractors do not guarantee that actual rates, costs, performance schedules, and related items will not vary from cost opinions and projections prepared by them.

F.02 MWY will prepare an Invitation to Bid to be published by the City of Fayetteville.

F.03 MWY will distribute construction Contract Documents to prospective bidders. A fee to prospective bidders will be charged by MWY to recover the reproduction, administration and shipping costs of the Contract Documents.

F.04 MWY will attend one pre-bid conference.

F.05 MWY will issue and submit to the Program Manager and ASWCC proposed addenda and clarifications to the construction Contract Documents.

F.06 After the receipt of bids, MWY will prepare a Recommendation of Award for consideration by the City of Fayetteville.

F.07 MWY will attend one Water and Sewer Committee Meeting and one City Council Agenda Session, and one City Council Meeting for presentation of the Recommendation of Award.

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

**APPENDIX A-3 – SCOPE OF SERVICES FOR FINAL DESIGN PHASE
& BIDDING SERVICES
BROYLES ROAD IMPROVEMENTS**

This is **Appendix A-3**, consisting of four pages, referred to in and part of the **Agreement For Professional Engineering Services** between **CITY OF FAYETTEVILLE, ARKANSAS** and **McGOODWIN, WILLIAMS AND YATES, INC.** dated _____.

Initial:

CITY OF FAYETTEVILLE _____

McGOODWIN, WILLIAMS AND YATES, INC. 

The following contains more detailed Scope of Services tasks for the Final Design Phase than presented in the text of the Agreement for Professional Engineering Services:

Generally, the project will include the final design of Broyles Road from the intersection of Persimmon and Broyles Road, generally southward to the intersection of Broyles Road and County Road 649. The roadway is anticipated to be approximately 5900 feet in length and approximately 38 feet back-to-back of curb, or less. The work also consists of the construction of approximately 1000 linear feet of access road to the new Westside Wastewater Treatment Facility (WWTF) site.

PART A – PROJECT ADMINISTRATION AND MANAGEMENT

A.01 Project Initiation and Administration. McGoodwin, Williams and Yates, Inc. (MWY) will prepare and negotiate professional services contracts with the City of Fayetteville. MWY will provide project administration and management services during the detailed design and bid phases of the project. MWY will set up a file management system for the Broyles Road Improvements, track project progress, and will prepare billing invoices.

A.02 Standards and Criteria. MWY agrees to utilize "Drafting Standards and Criteria," published for this project by the City of Fayetteville. MWY also agrees to utilize, to the extent practicable, the "Design Standards and Criteria" published for this project by the City of Fayetteville.

A.03 Specifications. MWY will use City-provided front-end documents and Division 1 Specifications in preparation of the Contract Documents. MWY will follow the MasterFormat and SectionFormat recommended by the Construction Specifications Institute during preparation of the Technical Specifications. MWY will follow the MasterFormat level one titles. Level two titles will be based upon the MasterFormat recommendations and MWY's experience and specifications for work of this type. The Section format will be based upon Part 1 – GENERAL; Part 2 – PRODUCTS; and Part 3 – EXECUTION. Details contained in these Sections will be based upon MWY's experience for this type of work.

A.04 Meetings. MWY will attend up to two City Council meetings and monthly progress meetings with the City, Program Manager, and other design consultants when appropriate.

A.05 Subcontractor Coordination. MWY will coordinate the efforts of its subcontractors on this project.

PART B – PROJECT DEVELOPMENT

The Broyles Road Improvements will be developed generally based upon the recommendations contained in the Final Facility Plan Amendment, RLF Project No. CS-050803-03, dated August, 2001, and approved by the Arkansas Soil & Water Conservation Commission (ASWCC).

B.01 Route Survey. MWY will conduct the necessary field design surveys for development of the construction contract documents. The route survey will determine the site topography and existing structures in close proximity to the selected route.

B.02 Geotechnical Services. MWY will provide, through subcontract, geotechnical services and analyses required to provide the information necessary for design of the Broyles Road Improvements.

B.03 Hydrologic Evaluation. MWY will develop hydrologic evaluations and models for four (4) stream crossings and submit findings to FEMA for review.

B.04 Creek and Stream Crossings. MWY will develop bridge/culvert recommendations and design for stream crossings at Goose Creek (2 each), Goose Creek Tributary, and Owl Creek.

B.05 Design Review. MWY will prepare available Plans and Specifications and attend a one-day design review meeting at the 30 percent completion level and a one-day design review meeting at the 95 percent completion level of design.

PART C – PROJECT DESCRIPTION AND DETAILED DESIGN

MWY will prepare final contract documents including construction drawings, front-end, Division 1 documents and Technical Specifications for construction of approximately 5800 linear feet of Broyles Road and approximately 1000 linear feet of site access road. See Attachment A3-C for the general route description.

The final documents will incorporate appropriate review comments from the City of Fayetteville, Washington County, and Arkansas Soil and Water Conservation Commission (ASWCC).

C.01 Route Selection. MWY will determine a preliminary route selection for presentation to the City of Fayetteville and will walk the route with designated City staff. Route adjustments will be based upon the preliminary route selection.

C.02 Easement Preparation. After the City of Fayetteville concurs in the final route selection, MWY will provide the necessary services for easement preparation, including a) land ties; b) property research; and c) preparation of the easement description to be used in the acquisition documents. Easement description preparation shall include provisions for temporary construction, ingress, egress, bore pits, etc. MWY will provide an easement document which incorporates the easement description on a form approved or provided by the City of Fayetteville's attorney. The document will be suitable for execution and recordation containing a description of the permanent easement, temporary construction easement, and temporary easements as required for ingress and egress. MWY will provide a right-of-way map at a suitable scale (1" = 200') which shows the project centerline, easement limits, property lines, tract numbers, owner names, and street names. In congested areas or where tracts are smaller than five acres in size, supplemental sheets at a suitable scale (1" = 50' or 1" = 100') will be provided. In project areas where suitable orthographic aerial photography is available, the photography will be used as a background on the right-of-way map. MWY will provide an 8 1/2-inch x 11-inch drawing to accompany each easement document. The drawing will be at an appropriate scale and utilize an orthographic photo background where such imagery is available with a suitable resolution. The easement drawings shall be descriptive and only intended to be used to aid the easement grantor in visualizing the easement to be

conveyed. The drawing shall not constitute a plat of the grantor's property and will not be sealed.

C.03 Permit Application. It is our understanding that as part of this project, the City of Fayetteville will retain the services of an environmental consultant to assist MWY in the development of a Wetland Mitigation Plan, and to independently develop a Stormwater Prevention Plan (SWPP), Best Management Practices Plan (BMP), and the 404 permit application for this project. MWY will assist in the review of the SWPP and BMP as it pertains to the Broyles Road Improvements. MWY shall prepare documents generated during the design process for inclusion in 404 permits, FEMA permits, and other permits as required by the City of Fayetteville and Washington County.

C.04 Coordination of Work. MWY will coordinate with design engineers for that part of Broyles Road extending north from Persimmon Street to Highway 16.

C.05 Services and Items Not Included

- Fees and Publication Costs – Fees associated with federal or state agency review of the project or publication of the Invitation to Bid are not included in this project. State and federal agency review fees and publication fees will be paid by the City of Fayetteville.

PART D – SUBMISSION OF PLANS AND SPECIFICATIONS TO REVIEWING AGENCIES

MWY will submit Plans and Specifications to the following agencies and authorities for review:

- Washington County
- City of Fayetteville

PART E – ENVIRONMENTAL REQUIREMENTS

It is our understanding that as part of this project, the City of Fayetteville will retain the services of an environmental consultant to assist MWY in the development of a Wetland Mitigation Plan, and to independently develop a Stormwater Prevention Plan (SWPP), Best Management Practices Plan (BMP), and the 404 permit application for this project. MWY will assist in the review of the SWPP and BMP as it pertains to Broyles Road construction.

PART F – BIDDING SERVICES

F.01 MWY will prepare an opinion of probable construction cost prior to bid. Cost opinions and projections prepared by MWY and its subcontractors relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on MWY and its subcontractors' experience, qualifications, and judgment as a design professional. Since MWY and its subcontractors have no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, MWY and its subcontractors do not guarantee that actual rates, costs, performance schedules, and related items will not vary from cost opinions and projections prepared by them.

F.02 MWY will prepare an Invitation to Bid to be published by the City of Fayetteville.

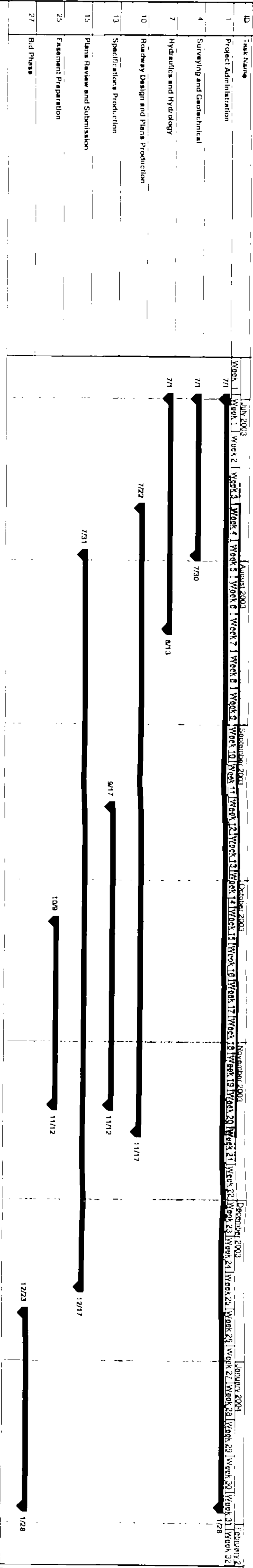
F.03 MWY will distribute construction Contract Documents to prospective bidders. A fee to prospective bidders will be charged by MWY to recover the reproduction, administration and shipping costs of the Contract Documents.

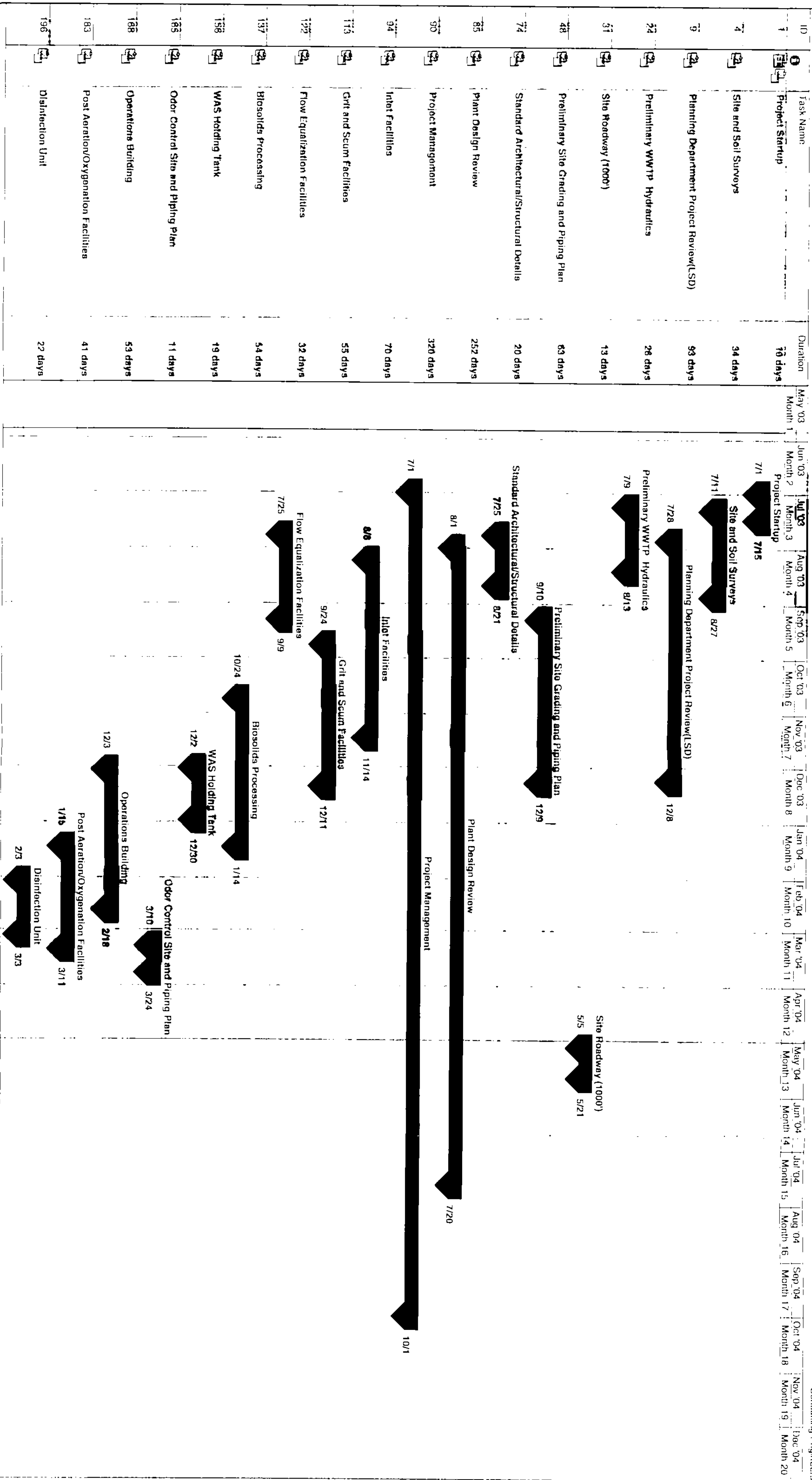
F.04 MWY will attend one pre-bid conference.

F.05 MWY will issue and submit to the Program Manager and ASWCC proposed addenda and clarifications to the construction Contract Documents.

F.06 After the receipt of bids, MWY will prepare a Recommendation of Award for consideration by the City of Fayetteville.

F.07 MWY will attend one Water and Sewer Committee Meeting and one City Council Agenda Session, and one City Council Meeting for presentation of the Recommendation of Award.





Fayetteville West Side WWTP

Tue 5/27/03

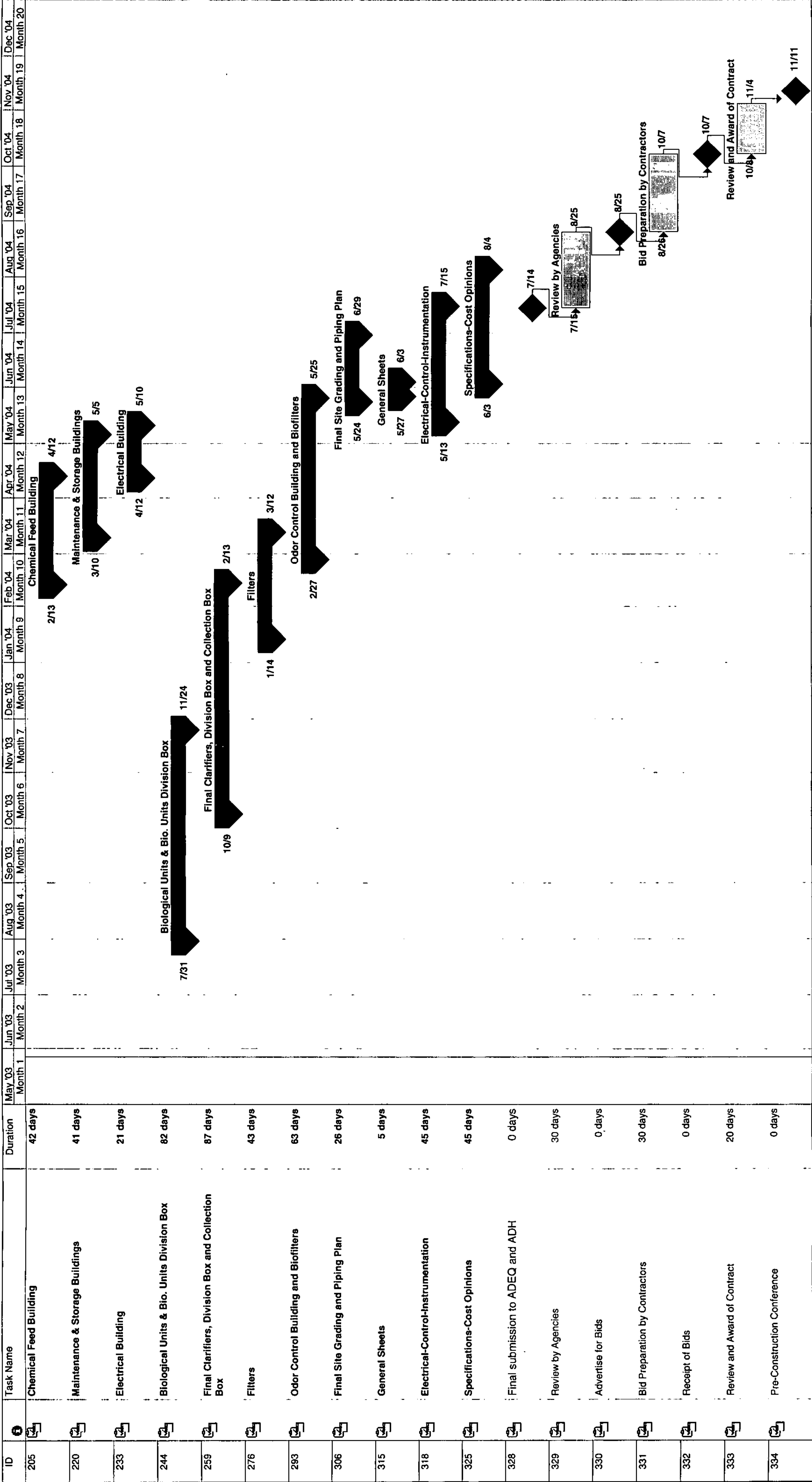
Task

Progress

Milestone

Summary

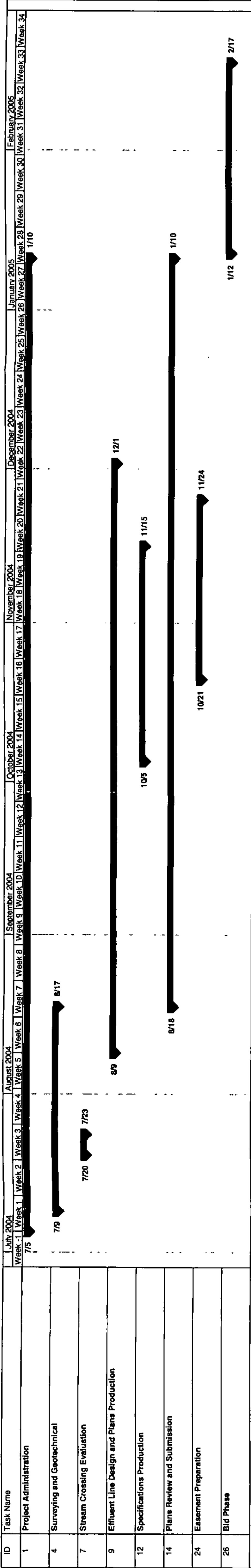
Deadline



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1



External Tasks

External Milestone

Deadline

Page 1

Effluent Line Task Cost Distribution

Comprehensive Project Performance Report - Q3 2024												
Project Overview			Financial Summary				Operational Metrics				Summary	
Task ID	Task Name	Phase	Budget (USD)	Actual (USD)	Variance (USD)	Progress (%)	Completion Date	Quality Score	Resource Utilization	Team Lead	Status	Notes
Project Alpha	Task 001	Planning	10,000	9,800	200	100%	2024-07-15	95	80%	J. Doe	Completed	Minor budget variance.
	Task 002	Design	15,000	15,200	-200	100%	2024-08-01	92	75%	A. Smith	Completed	Small cost overrun.
	Task 003	Procurement	20,000	19,500	500	100%	2024-08-15	98	90%	M. Lee	Completed	Excellent cost control.
	Task 004	Construction	30,000	30,500	-500	100%	2024-09-01	90	85%	R. Garcia	Completed	On schedule.
	Task 005	Testing	12,000	11,800	200	100%	2024-09-15	97	70%	S. Kim	Completed	Good results.
	Task 006	Deployment	18,000	18,100	-100	100%	2024-09-25	93	80%	L. Brown	Completed	Successful launch.
	Task 007	Monitoring	8,000	7,900	100	100%	2024-10-01	96	60%	K. White	Completed	Stable performance.
	Task 008	Documentation	5,000	5,100	-100	100%	2024-10-10	94	50%	N. Green	Completed	All docs finalized.
	Task 009	Handover	3,000	2,900	100	100%	2024-10-20	99	40%	P. Black	Completed	Smooth transition.
	Task 010	Final Review	2,000	1,900	100	100%	2024-10-30	98	30%	Q. Red	Completed	Project closed.
Total Project Alpha			123,000	122,500	500	100%		93.5				
Project Beta			150,000	151,200	-1,200	100%		91.0				
Project Gamma			95,000	94,800	200	100%		94.5				
Project Delta			110,000	110,500	-500	100%		92.5				
Project Epsilon			80,000	80,100	-100	100%		96.0				
Project Zeta			120,000	120,300	-300	100%		90.5				
Project Eta			70,000	69,900	100	100%		97.0				
Project Theta			100,000	100,200	-200	100%		93.0				
Project Iota			60,000	59,800	200	100%		95.5				
Project Kappa			130,000	130,400	-400	100%		91.5				
Project Lambda			90,000	89,900	100	100%		96.5				
Project Mu			115,000	115,100	-100	100%		92.0				
Project Nu			85,000	85,000	0	100%		97.5				
Project Xi			105,000	105,200	-200	100%		93.5				
Project Omicron			75,000	74,900	100	100%		96.0				
Project Pi			125,000	125,300	-300	100%		91.0				
Project Rho			98,000	97,800	200	100%		95.0				
Project Sigma			118,000	118,100	-100	100%		92.5				
Project Tau			88,000	87,900	100	100%		97.0				
Project Upsilon			108,000	108,200	-200	100%		93.0				
Project Phi			78,000	77,900	100	100%		96.5				
Project Chi			128,000	128,400	-400	100%		91.5				
Project Psi			92,000	91,900	100	100%		96.0				
Project Omega			112,000	112,100	-100	100%		92.0				
Grand Total All Projects			1,850,000	1,848,500	1,500	100%		93.0				
Overall Project Performance						100%		93.0				
Total Budget			1,850,000									
Total Actual				1,848,500								
Total Variance			1,500									
Average Progress						100%						
Average Quality Score						93.0						
Average Resource Utilization						75.0%						
Average Team Lead												
Average Status						Completed						
Average Notes												
Report Generated			2024-10-27									
Report Version			1.0									
Report Author			J. Doe									
Report Reviewer			A. Smith									
Report Date			2024-10-27									
Report Status			Final									
Report Category			Quarterly Review									
Report Distribution			Internal									
Report Access			Restricted									
Report Comments												
Report Next Steps												
Report Follow-up												
Report Archival												
Report Retention			5 Years									
Report Compliance			Yes									
Report Audit Trail			Enabled									
Report Security			High									
Report Encryption			Yes									
Report Backup			Weekly									
Report Restore			Monthly									
Report Recovery			99.9%									
Report Disaster Plan			Active									
Report Incident Response			Ready									
Report Business Continuity			Tested									
Report Risk Assessment			Low									
Report Mitigation Strategy			Implemented									
Report Monitoring			Continuous									
Report Alerting			Configured									
Report Escalation			Defined									
Report Communication			Clear									
Report Documentation			Complete									
Report Training			Completed									
Report Awareness			High									
Report Culture			Strong									
Report Values			Aligned									
Report Mission			Clear									
Report Vision			Compelling									
Report Strategy			Effective									
Report Tactics			Sound									
Report Tools			Modern									
Report Technology			Advanced									
Report Innovation			Encouraged									
Report Creativity			Fostered									
Report Collaboration			Enhanced									
Report Teamwork			Excellent									
Report Leadership			Strong									
Report Management			Effective									
Report Organization			Well-Structured									
Report Processes			Streamlined									
Report Procedures			Standardized									
Report Policies			Clear									
Report Guidelines			Easy to Follow									
Report Standards			High									
Report Benchmarks			Achieved									
Report Metrics			Well-Defined									
Report KPIs			Tracked									
Report Data			Accurate									
Report Analysis			Thorough									
Report Insights			Actionable									
Report Recommendations			Practical									
Report Conclusions			Clear									
Report Summary			Concise									
Report Appendix			Relevant									
Report References			Credible									
Report Sources			Varied									
Report Citations			Proper									
Report Bibliography			Complete									
Report Index			Easy to Find									
Report Table of Contents			Detailed									
Report Glossary			Clear									
Report Acronyms			Defined									
Report Abbreviations			Consistent									
Report Symbols			Standard									
Report Diagrams			Clear									
Report Charts			Informative									
Report Tables			Well-Formatted									
Report Figures			Accurate									
Report Calculations			Correct									
Report Formulas			Applicable									
Report Equations			Well-Explained									
Report Proofs			Logical									
Report Examples			Relevant									
Report Case Studies			Informative									
Report Interviews			Conducted									
Report Surveys			Distributed									
Report Focus Groups			Facilitated									
Report Workshops			Engaging									
Report Seminars			Well-Organized									
Report Conferences			Participated									
Report Exhibitions			Displayed									
Report Trade Shows			Visited									
Report Industry Events			Attended									
Report Networking			Effective									
Report Partnerships			Established									
Report Alliances			Strategic									
Report Joint Ventures			Successful									
Report Mergers			Reviewed									
Report Acquisitions			Evaluated									
Report Divestitures			Considered									
Report Spin-offs			Discussed									
Report Reacquisitions			Noted									
Report Buybacks			Monitored									
Report Share Repurchases			Completed									
Report Dividend Payments			Regular									
Report Shareholder Meetings			Annual									
Report Board Meetings			Quarterly									
Report Executive Meetings			Weekly									
Report Department Meetings			Daily									
Report Team Meetings			Regular									
Report One-on-One Meetings			As Needed									
Report Client Meetings			Regular									
Report Vendor Meetings			As Needed									
Report Supplier Meetings			Regular									
Report Contractor Meetings			As Needed									
Report Consultant Meetings			Regular									
Report Advisor Meetings			As Needed									
Report Mentor Meetings			Regular									
Report Coach Meetings			As Needed									
Report Trainer Meetings			Regular									
Report Facilitator Meetings			As Needed									
Report Moderator Meetings			Regular									
Report Mediator Meetings			As Needed									
Report Arbitrator Meetings			Regular									
Report Judge Meetings			As Needed									
Report Lawyer Meetings			Regular									
Report Accountant Meetings			As Needed									
Report Engineer Meetings			Regular									
Report Scientist Meetings			As Needed									
Report Doctor Meetings			Regular									
Report Teacher Meetings			As Needed									
Report Professor Meetings			Regular									
Report Researcher Meetings			As Needed									
Report Analyst Meetings			Regular									
Report Writer Meetings			As Needed									
Report Editor Meetings			Regular									
Report Publisher Meetings			As Needed									
Report Distributor Meetings			Regular									
Report Retailer Meetings			As Needed									
Report Wholesaler Meetings			Regular									
Report Manufacturer Meetings			As Needed									
Report Supplier Meetings			Regular									
Report Contractor Meetings			As Needed									
Report Consultant Meetings			Regular									
Report Advisor Meetings			As Needed									
Report Mentor Meetings			Regular									
Report Coach Meetings			As Needed									
Report Trainer Meetings			Regular									
Report Facilitator Meetings			As Needed									

1996 Terms & Conditions for 2-Minute Line Plans and Space Plan 20X602 (Sanitary/CU) 20X602

Geotechnical and Other Cost Distribution

[illegible]

Wetlands Mitigation Task Cost Distribution

	Start Date	7/1/03	7/17/03	7/29/03	8/26/03	10/11/03	9/2/03	10/1/03	10/22/03		
	End Date	12/1/03	8/22/03	8/22/03	11/11/03	12/2/03	12/16/03	12/16/03	12/20/03		
	Total Days	356	40	26	85	23	106	71	39		
Task Description Project Administration and Management	Surveying and Geotechnical										
	Site Grading Plan- Hydraulics and Hydrology										
	Wetlands Mitigation Design & Production										
	Specifications and Submittal										
	Plan Review and Submission										
	Environmental Requirements										
	Bidding Phase										
	Monthly Sum										
	Sum Geo-Other										
Month											
Jan-03	1,510.32	167.51	1,073.00	0.00	0.00	0.00	0.00	0.00	0.00	2,751.43	5,000.00
Aug-03	2,601.11	279.18	5,904.80	1,236.33	0.00	0.00	2,220.42	0.00	0.00	10,020.41	10,020.41
Sep-03	2,517.20	0.00	0.00	5,294.27	0.00	0.00	2,220.42	0.00	0.00	10,040.89	10,040.89
Oct-03	2,605.11	0.00	0.00	5,470.75	0.00	0.00	2,383.17	980.00	0.00	11,444.03	11,444.03
Nov-03	2,517.20	0.00	0.00	3,000.09	0.00	9,544.49	2,306.30	957.09	0.00	18,326.17	18,326.17
Dec-03	1,342.51	0.00	0.00	0.00	1,431.67	1,230.03	319.03	1,675.07	0.00	5,998.30	5,998.30
Jan-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,857.09	0.00	4,857.09	0.00
Feb-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mar-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Apr-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
May-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jun-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jul-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Aug-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sep-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oct-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nov-04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	13,084.44	446.68	6,978.40	15,000.44	10,976.16	8,148.92	2,265.12	6,532.76	63,437.92	5,000.00	68,437.92

Travel, Geotechnical and Printing Cost Distribution Fayetteville West Side Wastewater Treatment Design Process

Start Date	End Date	Task Name	Task ID	Task Description	Task #	Task Amount	Month	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Totals
1/1/03	12/31/03	Task 001	1	Project Administration and Management	1	13,089.44																									5,000.00
1/1/03	12/31/03	Task 002	4	Site Grading	4	446.68																									0.00
1/1/03	12/31/03	Task 003	7	Plan Review	7	6,976.40																									0.00
1/1/03	12/31/03	Task 004	9	Environmental Requirements	9	15,000.44																									0.00
1/1/03	12/31/03	Task 005	12	Bidding Phase	12	10,976.16																									0.00
1/1/03	12/31/03	Task 006	14	Plan Review	14	8,148.92																									0.00
1/1/03	12/31/03	Task 007	23	Environmental Requirements	23	2,265.12																									0.00
1/1/03	12/31/03	Task 008	26	Bidding Phase	26	6,532.76																									0.00
1/1/03	12/31/03	Task 009		Monthly Sum		63,437.92																									5,000.00
1/1/03	12/31/03	Task 010																													5,000.00

RJN GROUP
West Pipelines and Pump Stations

- 1. CONSULTANT OVERVIEW SHEET**
- 2. PROFESSIONAL SERVICES AGREEMENT**

RJN
GROUP

WASTEWATER SYSTEM IMPROVEMENT PROJECT FAYETTEVILLE, ARKANSAS

PROJECT TITLE: Westside Sewers and Pump Stations

CONSULTANT:

RJN Group, Inc.

Regional Office Address

12160 Abrams Road, Suite 206

Dallas, TX 75243

Ph: (972) 437-4300

Primary Contact: Mr. Hugh M. Kelso, Vice President

Email: hkelso@rjn.com

Local Office Address

26 E. Meadow, Suite C

Fayetteville, AR 72701

Ph: (479) 444-6119

SUB-CONSULTANT:

McClelland Consulting Engineers

1810 N. College Street

Fayetteville, AR 72701

(479) 443-2377

Services provided by McClelland will include surveying, lift station design, sewer line design, geotechnical, and easement preparation.

COMPANY BACKGROUND: RJN Group, Inc. is an employee-owned consulting engineering firm that specializes in providing engineering services for wastewater collection system evaluation and design. RJN is currently listed as number 18 in the nation by *Engineering News Record (ENR)* for Wastewater Collection System engineering. The firm was founded in 1975 and has maintained an office in Fayetteville since 1992. RJN has completed numerous projects for the City of Fayetteville since 1992, including Sanitary Sewer Evaluation Studies (SSES), sewer and water design, and construction inspection. RJN has also completed the Wastewater Collection System Master Plan for the City of Fayetteville as part of the Wastewater Facility Plan in 1996. RJN has an in-depth understanding of Fayetteville's collection system and is firmly committed to the completion of the West Side Sewer Project.

PROJECT DESCRIPTION: The Westside Sewer and Lift Station Project includes the design of approximately 85,000 linear feet of gravity sewer ranging in size from 15 inches to 48 inches in diameter and 24,500 linear feet of force main ranging in size from 15 inches to 36 inches in diameter. It also includes the design of three lift stations, one of which (the Hamestring Creek Lift Station), will be a 40 mgd capacity station that will serve as the primary feed to the new West Side plant. Construction of the new lift stations and sewer lines will eliminate seven existing lift stations in the Illinois River Watershed. The project will also include the protection of wetlands and the Arkansas Darter habitat near Wilson Springs and Clabber Creek.

SCOPE OF SERVICES TO BE PROVIDED: The scope of services for the West Side Sewer Project includes:

- Design surveys, easement document preparation, preparation of final construction drawings, and specifications for the proposed sewer lines and lift stations.
- The design of odor control for the major lift stations and interceptors will also be provided.
- An Engineer's Opinion of Probable Construction Cost will also be provided.
- The West Side Sewer Project will be segmented into eight separate projects with each project having its own separate drawing, specifications, contract documents, bidding, and construction.

The scheduled time frame for the completion of the West Side Sewer Project scope of services is approximately 21 months from Notice to Proceed.

CONSULTING SERVICES NOT IN CURRENT SCOPE: The scope of services does not include easement negotiation or acquisition services, only the preparation of easement documents. Development of the wetland protection and endangered species protection plan and 404 permits is not included in RJN's scope but is included in an independent Consultant's scope. Construction phase engineering, resident inspections services, preparation of O&M manuals, and any legal representation are also not included.

CONSTRUCTION COST ESTIMATE FOR THIS PORTION OF THE PROJECT:
\$28,400,000

CONSULTANT SERVICES CONTRACT AMOUNT FOR THE LISTED SCOPE OF SERVICES: \$2,500,718

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
RJN GROUP, INC.

THIS AGREEMENT is made as of _____, 2003, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and RJN GROUP, INC. with offices located in Fayetteville, Arkansas (hereinafter called RJN GROUP, INC.).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the planning, design, permitting, construction, operation, maintenance, management, and financing of the Fayetteville Wastewater System Improvement Project and in particular Westside Collection System Improvements (The "Project"). Therefore, CITY OF FAYETTEVILLE and RJN GROUP, INC. in consideration of their mutual covenants agree as follows:

RJN GROUP, INC. shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of RJN GROUP, INC.'s services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by RJN GROUP, INC. under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of RJN GROUP, INC.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of RJN GROUP, INC.
- 1.3 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, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF

2.1 General

2.1.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil, structural, mechanical, and electrical engineering services and normal architectural design services incidental thereto.

2.1.1.1 The Scope of Services to be furnished by RJN GROUP, INC. during the Final Design Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.1.1.2 The Scope of Services to be furnished by RJN GROUP, INC. during the Bidding Phase is included in Section 2.3 hereafter and in Appendix B attached hereto and made part of this Agreement.

2.1.1.3 The Scope of Services to be furnished by RJN GROUP, INC. during the Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.1.4 The Scope of Services to be furnished by RJN GROUP, INC. during the Post-Construction Phase, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.1.5 The preliminary Scope of Services to be furnished by RJN GROUP, INC. for Resident Services During Construction, if any, will be finalized and contained in an amendment to this Agreement after Final Design is completed.

2.1.2 CITY OF FAYETTEVILLE has retained the services of BURNS & McDONNELL ENGINEERING COMPANY, INC., a Missouri Corporation specializing in consulting engineering services, as the "Program Manager" for the Wastewater System Improvement Project. The professional design services to which this Agreement applies are a part of the Wastewater System Improvement Project. RJN GROUP, INC. shall coordinate their activities and services primarily with Program Manager and all other parties that CITY OF

FAYETTEVILLE may contract with for program management or professional design services as a part of the Wastewater System Improvement Project RJN GROUP, INC. and CITY OF FAYETTEVILLE agree that RJN GROUP, INC. has full responsibility for the engineering design.

2.2 Final Design Phase

2.2.1 Prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by CITY OF FAYETTEVILLE, its legal counsel, and other advisors as appropriate, and assist CITY OF FAYETTEVILLE in the preparation of other related documents.

2.2.1.1 Bid documents shall be based on Construction Specifications Institute (CSI) Master Format and Section Format and shall incorporate CITY OF FAYETTEVILLE's standard general conditions and forms. Bid documents shall include required forms for State Revolving Loan Fund funding. Text documents shall be provided to CITY OF FAYETTEVILLE in Microsoft® Word version 2000 software. Contract drawings shall be prepared using standard borders, sheet sizes, title blocks and CADD standards provided by CITY OF FAYETTEVILLE. RJN GROUP, INC. may use their normal software for the preparation of drawings but the final product shall be provided to CITY OF FAYETTEVILLE in Autodesk AutoCAD version 2000.

2.2.1.2 Develop and include in Appendix A of this Agreement for approval by CITY OF FAYETTEVILLE, a project design schedule in which RJN GROUP, INC. shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by RJN GROUP, INC. in the completion of this final design. This Schedule shall include reasonable allowances for review and approval times required by CITY OF FAYETTEVILLE, performance of services by CITY OF FAYETTEVILLE's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by CITY OF FAYETTEVILLE, or for delays or other causes beyond RJN GROUP, INC.'s

reasonable control. Nonconformance with this schedule by RJN GROUP, INC. and its subconsultants may result in the assessment of damages payable by RJN GROUP, INC. to the CITY OF FAYETTEVILLE for costs and damages incurred. The maximum cost liability of RJN GROUP, INC. shall be limited to the total gross amount payable to or through the Consultant authorized under this agreement, including amendments thereto.

2.2.1.2.1 The progress design schedule shall consist of a bar chart schedule depicting the duration of each sub-project and the discrete milestone activities which make up the sub-projects, but at a minimum shall include contract drawings, contract specifications, and design reviews as indicated in Section 2.2.10. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration, Insurance, Value Engineering, surveys, subcontracted work, and property acquisition and easement documents. RJN GROUP, INC. shall assign to each schedule activity of the progress design schedule a corresponding cost value that shall include a monthly allocation for labor, expenses, overhead, and profit. The sum of all cost values assigned shall equal the Lump Sum Amount shown in Section 6.1.1. of this Agreement.

2.2.1.3 When requested by the CITY OF FAYETTEVILLE's Water and Wastewater Director, prepare for and attend up to four City Council meetings to provide periodic updates on the progress of the final design.

2.2.1.4 If the plans and specifications for the project require bids on alternates in addition to a base bid, there shall be no more than three (3) alternates, and the alternates shall be developed and described in accordance with Title 22, Article 9-203 of the Arkansas Code.

2.2.1.5 To the extent practicable, evaluate the feasibility of sequencing and segmenting the Work into stand alone multiple construction or procurement packages which may yield immediate operating benefits to the CITY OF FAYETTEVILLE and give these first priority for completion. The separate design or procurement packages to be completed by RJN GROUP, INC. are listed below.

2.2.1.5.1 1. Old Wire Road to Gregg Avenue Lift Station (including Basin 5 Interceptor)

2.2.1.5.2 2. North Street Lift Station to Poplar Lift Station to Gregg Avenue

- 2.2.1.5.3 3. Gregg Avenue Lift Station to Hamestring Lift Station
- 2.2.1.5.4 4. Porter Road Lift Station to Hamestring Lift Station
- 2.2.1.5.5 5. Hamestring Lift Station to Proposed WWTP
- 2.2.1.5.6 6. Hamestring Lift Station
- 2.2.1.5.7 7. Gregg Avenue Lift Station Upgrade
- 2.2.1.5.8 8. Lift Station 11 to Lift Station 12 to WWTP and Farmington Lift Station
(Optional)
- 2.2.2 Prepare technical criteria, written descriptions, design data, and applications necessary for filing applications for permits from or approvals of the following applicable governmental authorities having jurisdiction to review or approve the final design of the Project and assist in securing approvals. Approval letters and permits shall be furnished to the Arkansas Soil and Water Conservation Commission, including the written approvals from the Arkansas Department of Health and the Arkansas Division of Environmental Quality. Actual Filing and Permit Fees will be paid by the CITY OF FAYETTEVILLE. Assist CITY OF FAYETTEVILLE in consultations with appropriate authorities.
 - 2.2.2.1 Arkansas Soil and Water Conservation Commission (ASWCC)
 - 2.2.2.2 Arkansas Department of Health (AHD)
 - 2.2.2.3 Arkansas Department of Environmental Quality (ADEQ)
 - 2.2.2.4 U.S. Army Corps of Engineers (COE)
 - 2.2.2.5 Fayetteville Planning Commission
 - 2.2.2.6 Washington County Court
 - 2.2.2.7 City of Farmington
 - 2.2.2.8 Arkansas State Highway and Transportation Department
 - 2.2.2.9 Railroad Authorities

- 2.2.3 Advise CITY OF FAYETTEVILLE of adjustments in excess of five percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.
- 2.2.4 Advise CITY OF FAYETTEVILLE of final Opinion of Probable Project Costs, including, but not limited to, construction, inspection, testing, startup, O&M Manuals, and one-year performance evaluation.
- 2.2.5 Furnish CITY OF FAYETTEVILLE with 10 copies of the final Bid Documents.
- 2.2.6 Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 2.2.7 Provide appropriate professional interpretations of data, geotechnical investigations, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials and equipment obtained through subcontract services for authorized Project services including property, boundary, easement, right-of-way, topographic, and utility surveys; noting zoning and deed restrictions.
- 2.2.7.1 Fully disclose all subcontract agreements including the name and address of the subconsultant, the scope of services to be provided and the value of the subcontract agreement.
- 2.2.7.2 Incorporate into all subcontract agreements for planning and design engineering services the applicable milestone dates from the Submittal Schedule contained in the Memorandum of Agreement, as amended, between ASWCC and the CITY OF FAYETTEVILLE and require all RJN GROUP, INC. subconsultants to be bound by the Submittal Schedule. RJN GROUP, INC. will provide a preliminary and final project performance work plan for submission to ASWCC.
- 2.2.8 Render monthly Work progress reports to CITY OF FAYETTEVILLE and Program Manager and confirm status of compliance with final design schedule.
- 2.2.9 Provide to the Program Manager in a format mutually acceptable to the Program Manager and RJN GROUP, INC. such schedules, reports, opinions of probable costs, renderings, project summaries, and other data as may be required, for posting by others on a project web site to allow the public to monitor and review the activities, materials, and financial status of

the project. Refresh the data supplied to the Program Manager no more frequently than monthly.

2.2.10 Design shall be reviewed by CITY OF FAYETTEVILLE, or such parties as CITY OF FAYETTEVILLE shall designate, at the applicable completion levels outlined below.

2.2.10.1 West Side Collection System Improvements – 30 percent and 90 percent.

2.2.10.2 East Side Collection System Improvements – 30 percent and 90 percent.

2.2.10.3 West Side WWTP:

- Plant Access Road and Improvements – 30 percent and 90 percent.
- Plant Effluent Line – 30 percent and 90 percent.
- West Side Wastewater Treatment Plant – 30 percent, 60 percent, and 90 percent.

2.2.10.4 Paul Noland Facility:

- Wet Weather Package – 30 percent and 90 percent.
- Headworks Package – 30 percent, 60 percent, and 90 percent.
- Solids Handling Package – 30 percent, 60 percent, and 90 percent.

2.2.11 See Appendix A for additional services or clarification of services to be provided by RJN GROUP, INC.

2.3 Bidding Phase

2.3.1 RJN GROUP, INC. will follow Arkansas Soil and Water Conservation Commission statutory bidding protocol for State Revolving Loan Fund.

2.3.2 Arrange for bidding notices to be sent to contractors publishing services and direct mailing to contractors of record. Notices shall comply with requirements of CITY OF FAYETTEVILLE and Revolving Loan Fund (RLF) administered by the Arkansas Soil and Water Conservation Commission, Construction Assistance Division, and the Arkansas Development Finance Authority (ADFA). The legal notice to be placed in legal notices section of a local newspaper(s) of countywide and statewide circulation and shall be coordinated with CITY OF FAYETTEVILLE purchasing agent and an affidavit of publication secured.

- 2.3.3 Prepare addenda for drawings and Bid Documents as required and submit to Program Manager in timely manner such that addenda can be issued by RJN GROUP, INC. in accordance with Construction Contract General Conditions. All bidding protocols shall conform to ASWCC statutory requirements with all addenda being approved by ASWCC prior to issuance.
- 2.3.4 Secure updated state and federal wage rate decisions and incorporate into the Bid Documents. Update wage rate decision by addendum if necessary.
- 2.3.5 Assist CITY OF FAYETTEVILLE by issuing and tracking Bid Documents, addenda and communications during bidding and maintain list of plan holders. Print and distribute copies of plans and specifications for all prospective bidders and plan rooms. Collect from prospective bidders an appropriate non-refundable fee to offset cost of reproducing and distributing Bidding Documents.
- 2.3.5.1 RJN GROUP, INC. shall attend a Pre-Bid Conference organized, convened, and conducted by the Program Manager to explain the project requirements and receive questions from prospective bidders. RJN GROUP, INC. shall consider the questions received and issue necessary clarifications and changes to the Bid Documents through the use of addenda. Make logistical arrangements for and conduct a site tour of the project area.
- 2.3.6 Assist CITY OF FAYETTEVILLE in obtaining and evaluating bids and preparing construction contracts. RJN GROUP, INC. shall prepare and submit bid certification documents to ASWCC for review.
- 2.3.7 Consult with and advise CITY OF FAYETTEVILLE as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s), hereinafter called "Contractor(s)," for those portions of the work as to which such acceptability is required by the Bid Documents.
- 2.3.8 Make recommendations regarding award of construction contracts.
- 2.3.9 Attend Water and Sewer Committee meeting and the ensuing City Council meeting to recommend action by the respective bodies. Prepare and present a recommendation complete with such supporting information as necessary for the bodies to make an informed decision on the action recommended.

2.3.10 Develop and include in Appendix B of this Agreement, a bidding services schedule in which RJN GROUP, INC. shall include, in an acceptable level of detail, the steps and milestone dates to be undertaken by RJN GROUP, INC. in the completion of the bidding services. The bidding services schedule shall consist of a bar chart schedule depicting the duration of the bidding period of each sub-project and the discrete milestone activities which make up the sub-projects. Separate line items and durations may be shown for costs that apply to the Project as a whole, including, but not limited to, Project Management and Administration, and Insurance. RJN GROUP, INC. shall assign to each schedule activity of the bidding services schedule a corresponding cost value which shall include a monthly allocation for labor, expenses, overhead, and profit. The sum of all cost values assigned shall equal the Lump Sum Amount shown in Section 6.1.2. of this Agreement.

2.3.11 See Appendix B for additional services or clarification of services to be provided by RJN GROUP, INC.

2.4 Construction Phase

2.4.1 The scope of Construction Phase Services, if any, will be negotiated following completion of Design Phase Services.

2.5 Post-Construction Phase

2.5.1 The scope of Post-Construction Phase Services, if any, will be negotiated following completion of Design Phase Services.

2.6 Resident Services During Construction

2.6.1 The scope of Resident Services During Construction, if any, will be negotiated following completion of Design Phase Services.

SECTION 3 - ADDITIONAL SERVICES OF

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by RJN GROUP, INC., RJN GROUP, INC. shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with CITY OF FAYETTEVILLE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Administrative Assistance

Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.4 Furnishing renderings or models of the Project for CITY OF FAYETTEVILLE's use.

3.1.5 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by CITY OF FAYETTEVILLE.

3.1.6 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.7 Extra Services

3.1.7.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE.

3.2 Contingent Additional Services

3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond RJN GROUP, INC.'s control, RJN GROUP, INC. shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to RJN GROUP, INC. If CITY OF FAYETTEVILLE indicates in

writing that all or parts of such Contingent Additional Services are not required, RJN GROUP, INC. shall have no obligation to provide those services.

3.2.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.2.2.1 Required because of inconsistent approvals or instructions previously given by CITY OF FAYETTEVILLE, including revisions made necessary by adjustments in CITY OF FAYETTEVILLE's program or Project Budget.

3.2.2.2 Required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of RJN GROUP, INC.

4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

4.2 Assist RJN GROUP, INC. by placing at RJN GROUP, INC.'s disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Guarantee access to and make all provisions for RJN GROUP, INC. to enter upon public and private property as required for RJN GROUP, INC. to perform his services under this Agreement.

4.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by RJN GROUP, INC. and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.6 Designate in writing a person to act as CITY OF FAYETTEVILLE's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements

and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

- 4.7 Give prompt written notice to RJN GROUP, INC. whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.
- 4.9 Pay for placement of legal notices and advertisements in newspapers or other publications required by program requirements of the Wastewater System Improvement Project.
- 4.10 Furnish, or direct RJN GROUP, INC. to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.11 If CITY OF FAYETTEVILLE's standard bidding requirements, Agreement forms and General Conditions are to be used, CITY OF FAYETTEVILLE shall provide copies of such documents for RJN GROUP, INC.'s use in coordinating the Contract Drawings and Specifications.
- 4.12 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to RJN GROUP, INC. in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. RJN GROUP, INC. will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO

6.1 Compensation

6.1.1 Final Design Phase Services

For the Scope of Services during the Final Design Phase described herein, CITY OF FAYETTEVILLE shall pay RJN GROUP, INC. the lump sum amount of Two Million, Three Hundred Eighty-Three Thousand, Four Hundred Sixty-Three United States Dollars (US \$2,383,463.00).

6.1.1.1 Subject to the City Council approval, adjustment of the lump sum amount may be made should RJN GROUP, INC. establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

6.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Design services consistent with RJN GROUP, INC.'s normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by RJN GROUP, INC. and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project design schedule as the basis for determining the value earned as the work is accomplished. Final payment for Design services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Design phase for the Project.

6.1.2 Bidding Phase Services

For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay RJN GROUP, INC. the lump sum amount of One Hundred Seventeen Thousand, Two Hundred Fifty-Five United States Dollars (US\$117,255.00).

6.1.2.1 Subject to prior City Council approval, adjustment of the lump sum amount may be made should RJN GROUP, INC. establish and CITY OF FAYETTEVILLE 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 CITY OF FAYETTEVILLE 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.

6.1.2.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Bidding Phase services consistent with RJN GROUP, INC.'s normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by RJN GROUP, INC. and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated bidding services schedule as the basis for determining the value earned as the work is accomplished. Final payment for Bidding Phase services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Bidding Phase for the Project.

6.1.3 Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.4 Post-Construction Phase Services

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.5 Resident Services During Construction

This section is reserved for future details concerning this phase, if any. This Agreement shall be amended to include payment conditions following the completion of Design Phase Services.

6.1.6 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to RJN GROUP, INC. shall be negotiated at the time Additional services are authorized.

6.2 Statements

Statements and updated progress schedule for each calendar month will be submitted in electronic format simultaneously to CITY OF FAYETTEVILLE and Program Manager, followed by signed original document to CITY OF FAYETTEVILLE. Statements will be based on RJN GROUP, INC.'s estimated percent of services completed at the end of the preceding month, and justified by the updated progress schedule. Program Manager shall review the statement and forward them to CITY OF FAYETTEVILLE with his recommendations.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of RJN GROUP, INC.'s statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise RJN GROUP, INC. in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, RJN GROUP, INC. shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by RJN GROUP, INC. to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against RJN GROUP, INC. or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, RJN GROUP, INC. will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

RJN GROUP, INC. will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

7.1.2 Construction Contractors shall be required to provide (or CITY OF FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and BURNS & McDONNELL and RJN GROUP, INC. as additional insureds, or, to endorse CITY OF FAYETTEVILLE, BURNS & McDONNELL and RJN GROUP, INC. as additional insureds on construction Contractor's liability insurance policies covering claims for personal injuries and property damage. Construction Contractors shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE, BURNS & McDONNELL and RJN GROUP, INC. All contract insurance carriers shall be required to list CITY OF FAYETTEVILLE, Arkansas Soil and Water Conservation Commission, and BURNS & McDONNELL as certificate holders, furnishing copies of the contractor's insurance certificate to each party

7.1.3 CITY OF FAYETTEVILLE, BURNS & McDONNELL and RJN GROUP, INC. waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of RJN GROUP, INC.'s services. If the services result in a Construction Phase, a provision similar to this shall be

incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction Contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE, BURNS & McDONNELL and RJN GROUP, INC. for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1 RJN GROUP, INC. will exercise reasonable skill, care, and diligence in the performance of RJN GROUP, INC.'s services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to RJN GROUP, INC. any defects or suspected defects in RJN GROUP, INC.'s services of which CITY OF FAYETTEVILLE becomes aware, so that RJN GROUP, INC. can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE and RJN GROUP, INC. further agree to impose a similar notification requirement on all construction contractors in the Bid Documents and shall require all subcontracts at any level to contain a like requirement. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of RJN GROUP, INC.

7.2.2 In addition, RJN GROUP, INC. will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by RJN GROUP, INC.'s Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by RJN GROUP, INC. relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on RJN GROUP, INC.'s experience, qualifications, and judgment as a design professional. Since RJN GROUP, INC. has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, RJN GROUP, INC. does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by RJN GROUP, INC.

7.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of RJN GROUP, INC.'s services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of RJN GROUP, INC.

7.5 Termination

7.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

7.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.1.2 An opportunity for consultation with the terminating party prior to termination.

7.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that RJN GROUP, INC. is given:

7.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.5.2.2 An opportunity for consultation with the terminating party prior to termination.

7.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

7.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

7.5.3.2 Any payment due to RJN GROUP, INC. at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of RJN GROUP, INC.'s default.

7.5.4 If termination for default is effected by RJN GROUP, INC., or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to RJN GROUP, INC. for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by RJN GROUP, INC. relating to commitments which had become firm prior to the termination.

7.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, RJN GROUP, INC. shall:

7.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

7.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by RJN GROUP, INC. in performing this Agreement, whether completed or in process.

7.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

7.5.7 If, after termination for failure of RJN GROUP, INC. to fulfill contractual obligations, it is determined that RJN GROUP, INC. had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.6 Delays

In the event the services of RJN GROUP, INC. are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond RJN GROUP, INC.'s reasonable control, RJN GROUP, INC. shall be entitled to additional compensation and time for reasonable costs incurred by RJN GROUP, INC. in temporarily closing down or delaying the Project.

7.7 Rights and Benefits

RJN GROUP, INC.'s services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

7.8 Dispute Resolution

7.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and RJN GROUP, INC. which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or RJN GROUP, INC. in the performance of this Agreement, and disputes concerning payment.

7.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.8.3 Notice of Dispute

7.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give RJN GROUP, INC. written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

7.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and RJN GROUP, INC. shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of RJN GROUP, INC. and the Mayor of CITY OF

FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to RJN GROUP, INC. for services rendered by RJN GROUP, INC.

7.10 Publications

Recognizing the importance of professional development on the part of RJN GROUP, INC.'s employees and the importance of RJN GROUP, INC.'s public relations, RJN GROUP, INC. may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to RJN GROUP, INC.'s services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to RJN GROUP, INC. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of RJN GROUP, INC.'s activities pertaining to any such publication shall be for RJN GROUP, INC.'s account.

7.11 Indemnification

7.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE, BURNS & McDONNELL, and RJN GROUP, INC. from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

7.12 Computer Models

RJN GROUP, INC. may use or modify RJN GROUP, INC.'s proprietary computer models in service of CITY OF FAYETTEVILLE under this Agreement, or RJN GROUP, INC. may develop computer models during RJN GROUP, INC.'s service to CITY OF FAYETTEVILLE under this Agreement. Such use, modification, or development by RJN GROUP, INC. does not constitute a license to CITY OF FAYETTEVILLE to use or modify RJN GROUP, INC.'s computer models. Said proprietary computer models shall remain the sole property of the RJN GROUP, INC. CITY OF FAYETTEVILLE and

RJN GROUP, INC. will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use RJN GROUP, INC.'s computer models.

7.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. RJN GROUP, INC. may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by RJN GROUP, INC. as part of the Services shall become the property of CITY OF FAYETTEVILLE when RJN GROUP, INC. has been compensated for all Services rendered, provided, however, that RJN GROUP, INC. shall have the unrestricted right to their use. RJN GROUP, INC. shall, however, retain its rights in its standard drawings 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 RJN GROUP, INC.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. RJN GROUP, INC. 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.

7.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

113 West Mountain Street
Fayetteville, Arkansas 72701

RJN GROUP, INC.'s address:

12160 Abrams Road, Suite 206
Dallas, Texas 75243

ASWCC's address:

Project No. CS-050803-03
Arkansas Soil and Water Conservation Commission
101 E. Capitol, Suite 350
Little Rock, Arkansas 72201

7.15 Successor and Assigns

CITY OF FAYETTEVILLE and RJN GROUP, INC. each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor RJN GROUP, INC. shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.17 Entire Agreement

This Agreement represents the entire Agreement between RJN GROUP, INC. and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to RJN GROUP, INC. a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by RJN GROUP, INC., shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of RJN GROUP, INC.

8.1.1 CITY OF FAYETTEVILLE's or Arkansas Soil and Water Conservation Commission's (ASWCC's) review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve RJN GROUP, INC. of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor ASWCC's review, approval or acceptance of, nor payment for any of the services shall be

construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

8.1.2 RJN GROUP, INC. shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by RJN GROUP, INC.'s negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

8.1.3 RJN GROUP, INC.'s obligations under this clause are in addition to RJN GROUP, INC.'s other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against RJN GROUP, INC. for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and RJN GROUP, INC. arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 RJN GROUP, INC. shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. RJN GROUP, INC. shall also maintain the financial information and data used by RJN GROUP, INC. in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. RJN GROUP, INC. will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

8.3.3 This right of access clause (with respect to financial records) applies to:

8.3.3.1 Negotiated prime agreements:

8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of RJN GROUP, INC.;

8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

RJN GROUP, INC. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by RJN GROUP, INC. for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.5 Gratuities

8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that RJN GROUP, INC. or any of RJN GROUP, INC.'s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to RJN GROUP, INC. terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against RJN GROUP, INC. as it could pursue in the event of a breach of the Agreement by RJN GROUP, INC. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs RJN GROUP, INC. incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, RJN GROUP, INC. will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7 Debarment And Suspension

I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;**

- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**DEBARMENT CERTIFICATION
AUTHORIZED REPRESENTATIVE**

COMPANY NAME: RJN GROUP, INC.

SIGNATURE: *Hugh M Kelso* DATE: 5/27/03

PRINTED NAME: Hugh M. Kelso TITLE: Regional Vice President

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and _____, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

RJN GROUP, INC.

By: *Hugh M Kelso*
Title: Regional Vice President

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX A – SCOPE OF SERVICES FOR FINAL DESIGN PHASE

This is Appendix A, consisting of 6 pages, referred to in and part of the Agreement For Professional Engineering Services between CITY OF FAYETTEVILLE, ARKANSAS hereinafter referred to as CITY, and RJN GROUP, INC. hereinafter referred to as RJN GROUP, INC. dated _____.

Initial:

CITY OF FAYETTEVILLE _____

RJN GROUP, INC. _____

The following contains additional Scope of Services tasks for the Final Design Phase.

Generally, the project will include the final design of sewer improvements including interceptor sewers and pump stations necessary to reroute the areas tributary to the Old Wire Road, Gregg Street, North Street, Poplar Street, Porter Road, Hamestring Creek, and City of Farmington Lift Stations to the proposed Westside Wastewater Treatment Plant as detailed in the RJN's Report dated June 2001. A summary of the sewer improvements is presented in Table A-1. Design of the city of Farmington Interceptor and City of Farmington Lift Station is shown in Table 1 as Optional Services. Design services for these improvements will not be initiated without prior written approval of the CITY OF FAYETTEVILLE.

PART A - PROJECT ADMINISTRATION AND MANAGEMENT

1. **Project Administration**
 - a) Perform Project Initiation activities
 - b) Perform general administration and project management activities.
 - c) Finalize agreements with subconsultants.
 - d) Perform RJN's internal project control including budgeting, scheduling, and quality control activities.
 - e) Prepare and submit monthly work progress reports to the CITY and Program Manager and confirm compliance with final design schedule.
 - f) Provide Program Manager information for posting on Project Web site as specified in Contract Section 2.2.9.
 - g) Develop and maintain project Completion schedule throughout project.
 - h) Incorporate and maintain City's design standards and CADD standards throughout project.
2. **Coordination Meetings**
 - a) Attend project kickoff meeting with City staff and other consultants involved in project.
 - b) Attend monthly meetings with City staff and other design consultants to coordinate design activities. (A total of 12 meetings is anticipated)
 - c) Meet with Arkansas DEQ, AHTD, and DOH as necessary to obtain permits for construction of project. A total of three meetings are anticipated.
 - d) Prepare and participate in a Value Engineering session with CITY OF FAYETTEVILLE and city's consultant. One five (5) day session is anticipated. It is anticipated that RJN GROUP, INC.'s Preliminary Design Report will serve as the basis for the Value Engineering Review. The accepted VE revisions will be incorporated into the final construction documents.
 - e) Prepare for and attend up to four City Council meetings to provide periodic updates on the progress of the final design as requested by the Public Works Director.

PART B – DESIGN SURVEY

1. **Surveys for Design**
 - a) RJN GROUP, INC. will perform field surveys to collect horizontal and vertical elevations and other information which will be needed for use by RJN GROUP, INC. in design and

preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations of existing sewers, location of buried utilities where possible, structures, and other features relevant to the final plan sheets. The location of buried utilities will be based on information provided by utility companies and/or utility locates by Arkansas Call-One. RJN GROUP, INC. will not be responsible for actual location of buried utilities and contract documents will require the Contractor to locate utilities prior to construction. The location of trees will be in accordance with the City's current specifications.

b) **RJN GROUP, INC. Will Provide the Following Information:**

All plans, field notes, plats, maps, legal descriptions, or other specified documents prepared in conjunction with the requested services shall be provided in a digital format. All text data such as plan and profile, coordinate files, cut sheets, etc., shall be provided in the American Standard Code for Information Interchange (ASCII) format, all drawing files shall be provided in AutoCad (DWG or DXF) format (currently Release 2000).

The minimum information to be provided in the plans shall include the following:

- 1) A Project Control Sheet showing ALL Control Points used or set while gathering data. Generally on a scale of not less than 1"=40':
- 2) Coordinates on all P.C.'s P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system as the Control.

2. **Public Notification**

Prior to conducting design survey, RJN GROUP, INC. or its SUBCONSULTANT will notify affected residents of the project in writing. The notification letter shall be on company letterhead and shall include the following: project name, limits, Consultant's project manager and phone no., scope of survey work, and design survey schedule.

PART C – PERMITS AND EASEMENTS

1. **Permits**

During the design phase, RJN GROUP, INC. shall coordinate with all utilities, AHTD, railroads, and other agencies affected by the Project. These entities shall also be contacted, if applicable, to determine plans for any proposed facilities or adjustment to existing facilities within the project limits. The information obtained shall be shown on the plan sheets. RJN GROUP, INC. shall show the location of the proposed utility lines, and existing utility lines within the project limits. RJN GROUP, INC. shall complete all forms necessary for CITY to obtain permits from AHTD, railroads, and other agencies and submit such forms to the CITY. CITY shall be responsible for forwarding the forms to the affected agencies for execution. A total of seven (7) Highway Permits and one (1) railroad permit are anticipated.

2. **Right-of-Way/Easement Preparation and Submittal**

- a) RJN GROUP, INC. will conduct research for availability of existing easements where construction is probable. Temporary and permanent easements will be prepared based on available information. The CITY will negotiate and obtain the necessary easements. A total of 202 easements are anticipated for the Fayetteville sewers and 45 easements are anticipated for the Farmington sewers.
- b) Revise easements as required to obtain approval from property owners. A total of 25 revisions are anticipated for Fayetteville sewers and 5 are anticipated for the Farmington sewers.

3. **404/Phase II Stormwater Permitting**

All required 404 permits (Wetland delineation and mitigation) and Phase II Stormwater permits will be prepared by an independent consultant to the CITY. It is anticipated that this information will be provided to RJN GROUP, INC. in a timely manner to allow preparation of the contract documents to meet project schedules. RJN GROUP, INC. will coordinate permitting activities

with City's Consultant and will incorporate all requirements into project specifications. City's Consultant shall provide Technical Specifications to address environmental, archeological, and other environmental permitting requirements as necessary.

3. **City Construction Permits**
RJN GROUP, INC. will collect information and prepare and submit applications for City Construction permits.

PART D – CONSTRUCTION PLANS AND SPECIFICATIONS

It is anticipated that the project will be divided into a maximum of seven (7) construction packages.

1. **Final Engineering Design**
Interceptor Sewers – RJN GROUP, INC. will conduct final engineering as follows:
 - a) Conduct geotechnical investigations as necessary to design the project. The extent of the geotechnical investigation is summarized in Table A-2.
 - b) Prepare overall sanitary sewer layout sheets and an overall easement layout sheet(s).
 - c) Prepare preliminary project plans and profile sheets which show the following: Proposed sanitary sewer plan/profile and recommended pipe size, water service lines and meter boxes, gate valves, and all pertinent information needed to construct the project. Construction plans shall also include details to re-route flows from the existing lift stations to the proposed interceptor lines. The plan and profile sheets will be prepared on a 1"=40' scale horizontally and 1"=4' vertically. All drawings shall utilize CITY OF FAYETTEVILLE standards.
 - d) Existing utilities and utility easements will be shown on the plan and profile sheets based on information obtained during the design survey or from information provided by Utility companies. RJN GROUP, INC. will coordinate with utility companies and the CITY to determine if any future improvements are planned that may impact the project.
 - e) RJN GROUP, INC. will prepare standard and special detail sheets for sewer line construction. These may include connection details between various parts of the project, tunneling details, boring and jacking details, waterline relocations, and details unique to the construction of the project.
 - f) RJN GROUP, INC. shall prepare demolition details for each of the existing lift stations to be abandoned and include in the construction plans.
 - g) RJN GROUP, INC. will consult with the CITY/Burns & McDonnell and McGoodwin, Williams, and Yates, Inc. to develop a cut-over and startup plan to bring the new sewer system on line.
2. **Lift Station Design- Hamestring Lift Station, Gregg Avenue Lift Station, and Lift Station No. 12**
RJN GROUP, INC. will conduct engineering design as follows:
 - a) **Hamestring Lift Station**
 - 1) Prepare detailed Basis of Design for Hamestring Lift Station and associated forcemain hydraulics, basic pump/wet well layout, alarms and instrumentation plan, standby power requirements, and control interface coordination with the design consultant for the Wastewater Treatment Plant Headworks operation and controls.
 - 2) Conduct Mechanical design including pump and piping configuration. Prepare Mechanical drawings including lift station upper and lower level plan and section drawings, roof plan, odor control equipment, plumbing and miscellaneous Mechanical details. (Total estimated drawings is ten, with an additional nine drawings for site work/grading, cover sheet, index, hydraulic profile)
 - 3) Conduct Structural design including foundation, generator foundation, beams and roof framing. Prepare Structural drawings including foundation plan, upper and lower level plan and sections, beam, lintel and joist schedules and roofing plan, and typical structural details. (Total estimated drawings is sixteen)
 - 4) Conduct HVAC design, and prepare HVAC drawings including roof plan, and lower level/upper level plans, odor control equipment, and typical HVAC sections and details. (Total estimated drawings is four)

- 5) Conduct Architectural design including selection of façade material. Prepare Architectural drawings including floor and roof plans, roof details, building sections and details, railing, stair, room finish, signing, door and hardware schedules, and miscellaneous Architectural details. (Total estimated drawings is eight) RJN GROUP, INC. will coordinate with Garver Engineers to provide similar architectural treatment and finishes on structures. All proposed architectural treatments and finishes will be submitted to the CITY for approval.
 - 6) Conduct Electrical design including selection/sizing of motor control equipment, lift station generator and switchgear. Prepare Electrical drawings including site plan, MCC and switchgear one-line diagrams, upper and lower plan, generator details, Electrical Equipment Room details, lighting plan, odor control equipment and switchgear. (Total estimated drawings is thirteen)
 - 7) Conduct Instrumentation design. Prepare Instrumentation drawings including control system functionality, control narrative schematics for power, HVAC, fault monitors, pump controllers, liquid levels, gas (Hydrogen Sulfide) and pH monitors, odor control system, and general instrumentation details. (Total estimated drawings is ten)
 - 8) Prepare Lift Station specifications including site work, concrete, masonry, metals, wood, thermal and moisture protection, doors and windows, finishes, specialties, equipment, conveying systems, mechanical, electrical, and control end devices.
 - 9) Evaluate and design a maximum of two (2) 10 hp duplex lift stations to facilitate draining of larger parallel force main between Hamstring Lift Station and WWTP.
- b) Gregg Avenue Lift Station
- 1) Prepare detailed Basis of Design for Gregg Avenue Lift Station and forcemain hydraulics, basic pump/wet well layout, alarms and instrumentation plan.
 - 2) Conduct Mechanical design including pump and piping configuration. Prepare Mechanical drawings including lower level plan and section drawings, odor control equipment, plumbing and miscellaneous Mechanical details.
 - 3) Conduct Structural design. Prepare Structural drawings including foundation plan, lower level plan and sections.
 - 4) Conduct HVAC design, and prepare HVAC drawings including odor control equipment and typical HVAC sections and details.
 - 5) Conduct Electrical design including selection/sizing of Motor Control equipment. Prepare Electrical drawings including site plan, MCC one-line diagrams, and odor control equipment.
 - 6) Conduct Instrumentation design. Prepare Instrumentation drawings including control system functionality, control narrative schematics for power, HVAC, fault monitors, pump controllers, liquid levels, gas (Hydrogen Sulfide) and pH monitors, odor control system, and general instrumentation details.
 - 7) Prepare Lift Station specifications including site work, concrete, masonry, metals, wood, thermal and moisture protection, doors and windows, finishes, specialties, equipment, conveying systems, mechanical, electrical, and control end devices.
- c) Lift Station No. 12 (Relocated)
- 1) Prepare detailed Basis of Design for Lift Station No. 12 (Relocated) forcemain hydraulics, basic pump/wet layout, alarms and instrumentation plan, hoist, flow meter/vault, and standby power requirements.
 - 2) Conduct Mechanical design including pump and piping configuration. Prepare Mechanical Drawings including lower level plan and section drawings, odor control equipment, plumbing, and miscellaneous Mechanical details.
 - 3) Conduct Structural design. Prepare Structural drawings including foundation plan, lower level plan and sections, and typical structural details.
 - 4) Conduct HVAC design, and prepare HVAC lower level plan, odor control equipment, and typical HVAC sections and details.
 - 5) Conduct Electrical design including selection/sizing of Motor Control equipment, lift station standby generator and switchgear. Prepare Electrical drawings including site plan, MCC and switchgear one-line diagrams, lower level plan, generator details, and odor control equipment.

- 6) Conduct Instrumentation design. Prepare Instrumentation drawings including Control system functionality, control narrative schematics for power, HVAC, fault monitors, pump controllers, liquid levels, gas (Hydrogen Sulfide) monitors, odor control system, and general instrumentation details.
- 7) Prepare Lift Station specifications including site work, concrete, masonry, metals, wood, thermal and moisture protection, doors and windows, finishes, specialties, equipment, conveying systems, mechanical, electrical, and control end devices.
- d) It is anticipated that instrumentation design including SCADA, Human Machine Interface (HMI), telemetry and Programmable Logic Control (PLC) controls will be provided by others for all lift stations.
- e) At the appropriate design stage RJN GROUP, INC. will provide to Burns & McDonnell pump characteristics and specifications for large pumping units. This will allow Burns & McDonnell to solicit price quotes from manufacturers to standardize the equipment.

3. Odor Control

RJN GROUP, INC. will conduct engineering as follows:

- a) Conduct final Process Design for selection of Hamestring, Gregg Street, and Farmington Lift Station odor control equipment, including supplemental sampling of collection system for hydrogen sulfide, mercaptans, and VOC's.
- b) Select and size odor control equipment/media type compatible with Lift Station mechanical and HVAC equipment.
- c) Select and size passive odor scrubbers for force main air release valves.
- d) Prepare specifications for selected odor control equipment.
- e) Select appropriate odor and ventilation equipment for large interceptor sewers.
- f) RJN GROUP, INC. will coordinate with Garver Engineers on the selection of odor control equipment to be provided on both the east side and west side collection systems and pumping stations. RJN GROUP, INC. and Garver Engineers will reach consensus and provide justification for the selected equipment.

4. Specifications

Using RJN GROUP, INC.'s basic technical and CITY's General Conditions Project Manual specifications, prepare project specifications which shall include, but not be limited to: 1) bidding documents, 2) contractual documents, 3) conditions of the contract, 4) standard project forms, and 5) technical specifications. Project Manual shall be based on Construction Specifications Institute (CSI) Master Format and Section Format and shall incorporate CITY OF FAYETTEVILLE's standard general conditions and forms. Bid documents shall include required forms for State Revolving Fund funding.

5. Preliminary Construction Document Submittal

- a) RJN GROUP, INC. shall deliver five (5) sets of conceptual design plans (30% complete) for design review by Burns & McDonnell. Plan sets shall include alignment plans, survey data, existing utility information, and available environmental data. Opinions of probable cost and major component material selections will also be provided as part of the submittal.
- b) RJN GROUP, INC. shall deliver five (5) sets of preliminary construction plans (90 percent complete) and two (2) sets of specifications and contract documents to CITY for review. Generally, plan sheets shall be organized as follows:

Cover Sheet
Plan & Profile Sheets
Standard Construction Details
Special Details (As applicable)

- c) RJN GROUP, INC. shall submit a preliminary estimate of probable construction cost with the preliminary plans submitted for each project. It is anticipated that the overall project will include seven (7) construction projects.

- d) RJN GROUP, INC. shall meet with CITY to discuss review comments for preliminary submittal. Two review meetings each plan set submittal is anticipated.

6. Final Construction Document Submittal

- a) Following CITY approval of the preliminary documents, RJN GROUP, INC. shall prepare final plans and specifications and contract documents (each sheet shall be stamped, dated, and signed by RJN GROUP, INC.) and submit five (5) sets of plans and construction contract documents for CITY's final approval.

Table A-1

LIMITS OF DESIGN

Sewer Interceptors	Diameter (in)	Length (lf)
Old Wire Road to Gregg Avenue	21-42	15,770
Gregg Avenue to Hamestring Creek	48	27,500
Hamestring to Proposed WWTP	18-36	11,720 ^{1/}
North Street LS to Poplar Street	24	4,696
Poplar Street to Gregg Avenue	27-33	11,450
Porter Road LS to Hamestring Creek	24	14,112
Basin 5 Interceptor	15-18	<u>3,317</u>
Total		88,565

Lift Stations	Extent of Improvements
Gregg Avenue	Upgrade
Hamestring Lift Station	New Station

OPTIONAL DESIGN SERVICES^{2/}

Lift Station 11 to Lift Station 12 Interceptor	12,795
Lift Station 12 to Proposed WWTP Interceptor	<u>9,175</u>
Total	21,970

Lift Station 12 (Farmington)	New Station
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The Engineering Fee Cost breakdown is provided in Exhibit A attached hereto and made part of this Agreement.

^{1/} It is anticipated that the constructed force mains will be parallel force mains with a smaller diameter main for dry weather flows and larger diameter for wet weather flows. The total length will be 23,440 LF.

^{2/} These services will not be initiated without the written authorization of the City of Fayetteville.

TABLE A-2

**GEOTECHNICAL INVESTIGATION SCOPE AND FEE SCHEDULE
ILLINOIS RIVER BASIN SEWER LINES & PUMP STATIONS
WEST SIDE TREATMENT FACILITIES
FAYETTEVILLE, ARKANSAS
for
RJN
DALLAS, TEXAS
August 30, 2002**

Item No.	Item Description / ASTM Designation	Quantity	Units	Unit Price	Extended
1	Equipment Mobilization and Demobilization (Per Trip)	17	Trips	\$75.00	\$1,275.00
	Engineering Technician (For Utility Locations "One Call")	44	HR	\$50.00	\$2,200.00
	Dozer Rental (For Clearing Sites) (4 Hr. Minimum per day)	148	HR	\$75.00	\$11,100.00
	Soils Technician (Clearing of Sites)	45	HR	\$42.00	\$1,890.00
	Soils Technician (Site Access Negotiations)	74	HR	\$40.00	\$2,960.00
				<i>Subtotal</i>	\$19,425.00
2	Boring Setup Charges	80	EA	\$35.00	\$2,800.00
	Drill Rig and Crew Standby Time (During Clearing)	35	HR	\$85.00	\$2,975.00
	Boring Layout	42	HR	\$65.00	\$2,730.00
				<i>Subtotal</i>	\$8,505.00
3	Soil Drilling and Sampling, ASTM D-1586 & ASTM D-1587				
	Soil Drilling (105 Borings - 8 feet to 25 feet max.)	985	LF	\$10.00	\$9,850.00
	Rock Drilling	40	LF	\$13.00	\$520.00
	Diamond Core Drilling	270	LF	\$35.00	\$9,450.00
				<i>Subtotal</i>	\$19,820.00
4	Soil and Rock Laboratory Testing				
	ASTM D-2216, Moisture Content Determination	16	EA	\$12.00	\$192.00
	ASTM D-4318, Liquid and Plastic Limit of Soils	8	EA	\$50.00	\$400.00
	ASTM D-422, Gradation Analysis of Soils (6 Sieves)	8	EA	\$50.00	\$400.00
	ASTM D-2166, Unconfined Compressive Strength of Soils	25	EA	\$40.00	\$1,000.00
	ASTM D-2166, Dry Unit Weight of Soil Specimens	25	EA	\$12.00	\$300.00
					\$2,292.00
5	Geotechnical Engineering Report and Recommendations				
	Engineering Supervision (Project Manager)	22	HR	\$105.00	\$2,310.00
	Engineering Analysis & Recommendations (Project Engr.)	54	HR	\$75.00	\$4,050.00
	Boring Log Preparation (Senior Draftsman)	68	HR	\$65.00	\$4,420.00
	Boring Plot Plan Preparation (Draftsman)	14	HR	\$60.00	\$840.00
	Report Preparation (Clerical)	3	HR	\$37.00	\$111.00
				<i>Subtotal</i>	\$11,731.00
ESTIMATED GEOTECHNICAL INVESTIGATION AND ENGINEERING					\$61,773.00

Any Additional Items shall be according to attached Fee Schedule

SUBMITTED BY:

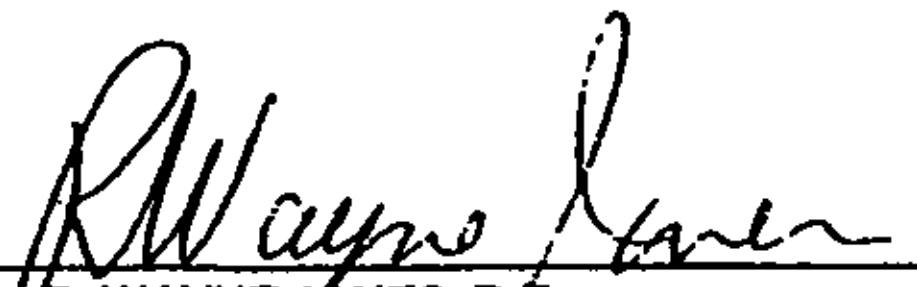

R. WAYNE JONES, P.E.
Vice President

TABLE A-2

GEOTECHNICAL INVESTIGATION SCOPE AND FEE SCHEDULE
FARMINGTON SEWER LINES & PUMP STATIONS
WEST SIDE TREATMENT FACILITIES
FAYETTEVILLE, ARKANSAS
for
RJN
DALLAS, TEXAS
August 30, 2002

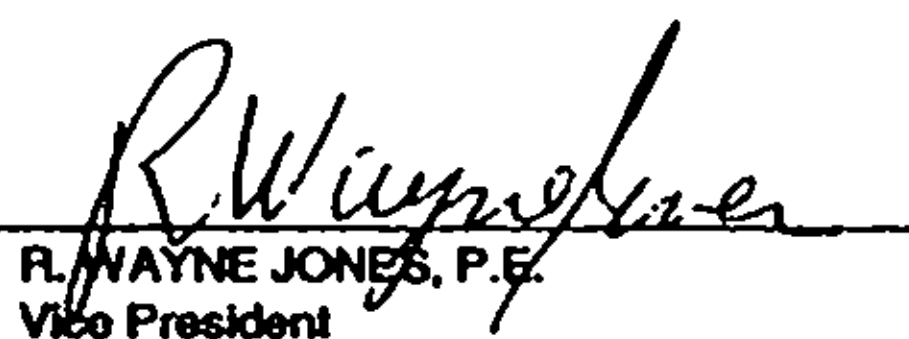
Item No.	Item Description / ASTM Designation	Quantity	Units	Unit Price	Extended
1	Equipment Mobilization and Demobilization (Per Trip)	3	Trips	\$75.00	\$225.00
	Engineering Technician (For Utility Locations "One Call")	6	HR	\$50.00	\$300.00
	Dozer Rental (For Clearing Sites) (4 Hr. Minimum per day)	12	HR	\$75.00	\$900.00
	Soils Technician (Clearing of Sites)	5	HR	\$42.00	\$210.00
	Soils Technician (Site Access Negotiations)	6	HR	\$40.00	\$240.00
				<i>Subtotal</i>	\$1,875.00
2	Boring Setup Charges	25	EA	\$35.00	\$875.00
	Drill Rig and Crew Standby Time (During Clearing)	5	HR	\$85.00	\$425.00
	Boring Layout	8	HR	\$65.00	\$520.00
				<i>Subtotal</i>	\$1,820.00
3	Soil Drilling and Sampling, ASTM D-1586 & ASTM D-1587				
	Soil Drilling (105 Borings - 8 feet to 25 feet max.)	265	LF	\$10.00	\$2,650.00
	Rock Drilling	10	LF	\$13.00	\$130.00
	Diamond Core Drilling	30	LF	\$35.00	\$1,050.00
				<i>Subtotal</i>	\$3,830.00
4	Soil and Rock Laboratory Testing				
	ASTM D-2216, Moisture Content Determination	4	EA	\$12.00	\$48.00
	ASTM D-4318, Liquid and Plastic Limit of Soils	2	EA	\$50.00	\$100.00
	ASTM D-422, Gradation Analysis of Soils (6 Sieves)	2	EA	\$50.00	\$100.00
	ASTM D-2166, Unconfined Compressive Strength of Soils	5	EA	\$40.00	\$200.00
	ASTM D-2166, Dry Unit Weight of Soil Specimens	5	EA	\$12.00	\$60.00
					\$508.00
5	Geotechnical Engineering Report and Recommendations				
	Engineering Supervision (Project Manager)	2	HR	\$105.00	\$210.00
	Engineering Analysis & Recommendations (Project Engr.)	6	HR	\$75.00	\$450.00
	Boring Log Preparation (Senior Draftsman)	12	HR	\$65.00	\$780.00
	Boring Plot Plan Preparation (Draftsman)	10	HR	\$60.00	\$600.00
	Report Preparation (Clerical)	1	HR	\$37.00	\$37.00
				<i>Subtotal</i>	\$2,077.00

ESTIMATED GEOTECHNICAL INVESTIGATION AND ENGINEERING

\$10,110.00

Any Additional Items shall be according to attached Fee Schedule

SUBMITTED BY:


R. WAYNE JONES, P.E.
 Vice President

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX B – SCOPE OF SERVICES FOR BIDDING PHASE

This is Appendix B, consisting of 1 page, referred to in and part of the Agreement For Professional Engineering Services between CITY OF FAYETTEVILLE, ARKANSAS hereinafter referred to as CITY, and RJN GROUP, INC. hereinafter referred to as RJN GROUP, INC. dated _____.

Initial:

CITY OF FAYETTEVILLE _____

RJN GROUP, INC. _____

The following is the Scope of Services for the Bidding Phase.

1. Arrange for bidding notices to be sent to contractors publishing services and direct mailing to contractors of record. Notices shall comply with requirements of CITY and Revolving Loan Fund (RLF) administered by the Arkansas Soil and Water Conservation Commission, Construction Assistance Division, and the Arkansas Development Finance Authority (ADFA). The legal notice to be placed in legal notices section of a local newspaper shall be coordinated with CITY purchasing agent and an affidavit of publication secured.
2. Prepare addenda for drawings and Bid Documents as required and submit to Program Manager in timely manner such that addenda can be issued in accordance with Construction Contract General Conditions.
3. Secure updated state and federal wage rate decisions and incorporate by addenda into the Bid Documents.
4. Assist CITY in issuing and tracking Bid Documents, addenda and communications during bidding and maintain list of plan holders. Provide additional copies of plans and specifications for prospective bidders. RJN GROUP, INC. shall be responsible for costs of additional copies.
5. The Program Manager shall organize, convene, and conduct a Pre-Bid Conference. RJN GROUP, INC. shall attend Pre-Bid Conference to explain the project requirements and receive questions from prospective bidders. RJN GROUP, INC. shall consider the questions received and issue necessary clarifications and changes to the Bid Documents through the use of addenda.
6. Assist CITY in obtaining and evaluating bids and preparing construction contracts. Provide four (4) copies of the bid tabulation for each project.
7. Consult with and advise CITY as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s), hereinafter called "Contractor(s)," for those portions of the work as to which such acceptability is required by the Bid Documents.
8. Make recommendations regarding award of construction contracts.
9. Attend Water and Sewer Committee meeting and the ensuing City Council meeting to recommend action by the respective bodies. Prepare and present a recommendation complete with such supporting information as necessary for the bodies to make an informed decision on the action recommended.

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX C – SCOPE OF SERVICES FOR CONSTRUCTION PHASE

The final scope of services and fees for construction phase services will be negotiated after completion of the final design services.

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX D – SCOPE OF SERVICES FOR POST-CONSTRUCTION PHASE

The final scope of services and fee for Post-Construction Phase Services will be negotiated after completion of the final design services.

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

**APPENDIX E – SCOPE OF SERVICES FOR RESIDENT SERVICES DURING
CONSTRUCTION PHASE**

The final scope of services and fee for Resident Engineering Services will be negotiated after completion of the final design services.

PROFESSIONAL SERVICES COST BREAKDOWN

CITY OF FAYETTEVILLE, ARKANSAS

EXHIBIT A

Work Task Description	HOURLY RATE WORK											Total Cost Estimate
	Estimated Manhours											
	CL/OT											
	PD	PM	PE	CE	CADD	CL/OT	TOTAL		Direct Cost (\$)			
	hr	hr	hr	hr	hr	hr		LABOR				
Part A - Project Administration and Management												
1. Project Administration												
a. Perform Project Initiation Activities	8	28	8	6	4	4		\$ 6,710			\$ -	
b. Perform General Administration and Project Management	24	92	40	24		24		\$ 23,320			\$ 6,710	
c. Finalize Agreements with Subconsultants	2	12				4		\$ 2,050			\$ 23,320	
d. Perform Internal Project Control	4	30	40	24	0	16		\$ 11,960			\$ 2,050	
e. Monthly Progress Reports (12)	4	30	12			12		\$ 6,400			\$ 11,960	
f. Project Web Site Updates (12)	2	12	36			12		\$ 6,410			\$ 6,400	
g. Develop / Maintain Schedule	4	24	8			2		\$ 4,680			\$ 6,410	
h. Incorporate / Maintain Standards	2	4	8	24	48			\$ 7,090			\$ 4,680	
Subtotal	50	232	152	78	52	74		\$ 68,620	\$ -		\$ 7,090	
											\$ 68,620	
2. Coordination / VE Meetings												
a. Attend Project Kickoff Meeting	8	8	12	12		1		\$ 4,710	\$ 700		\$ -	
b. Attend Monthly Meetings (12)	100	100	60	24		12		\$ 36,980	\$ 6,000		\$ 5,410	
c. Meet with Ark. DEQ, AHTD, and DOH (3 Meetings)	16	36	12			6		\$ 8,620	\$ 1,800		\$ 42,980	
d. Participate in Value Engineering Session (1 @ 5 days ea)	32	54	54		16	4		\$ 18,840	\$ 2,000		\$ 10,420	
e. Attend Four Council Meetings	16	40	40		12	8		\$ 13,100	\$ 2,500		\$ 20,840	
Subconsultant Cost									\$ 18,326		\$ 15,600	
Subtotal	172	238	178	36	28	31		\$ 82,250	\$ 31,326		\$ 95,250	
Part B - Design Survey												
1. Surveys for Design								\$ -			\$ -	
a. Field Survey	4	12	34	24	120	10		\$ 16,460			\$ -	
b. Public Notification	0	6	16			8		\$ 2,940			\$ 16,460	
Subconsultant Cost								\$ -	\$ 214,858		\$ 2,940	
Subtotal	4	18	50	24	120	18		\$ 19,400	\$ 214,858		\$ 214,858	
											\$ 234,258	
Part C - Permits and Easements												
1. Permits											\$ -	
Subconsultant Cost	2	8	12		16			\$ 3,690			\$ -	
Subtotal	2	8	12	0	16	0		\$ 3,690	\$ 457		\$ 3,690	
									\$ 457		\$ 457	
2. Right of Way / Easement Preparation												
a. Right of Way / Easement Preparation (202)	2	8	24	40		4		\$ 7,970			\$ -	
b. Easement Revisions (25)	0	4	8			2		\$ 1,500			\$ 7,970	
Subconsultant Cost									\$ 84,942		\$ 1,500	
Subtotal	2	12	32	40	0	6		\$ 9,470	\$ 84,942		\$ 84,942	
											\$ 94,412	
											\$ -	

PROFESSIONAL SERVICES COST BREAKDOWN CITY OF FAYETTEVILLE, ARKANSAS EXHIBIT A

Work Task Description	HOURLY RATE WORK											Total Cost Estimate
	Estimated Manhours											
	PD	PM	PE	CE	CADD	CL/OT	TOTAL	Direct Cost				
	hr	hr	hr	hr	hr	hr	LABOR	(\$)				
3. 404 / Phase II Stormwater Permitting Coordination	2	48	80	4	24	4	\$ 17,470		\$ 17,470	\$ 17,470		
Subconsultant Cost								\$ 2,802	\$ 2,802	\$ 2,802		
Subtotal	2	48	80	4	24	4	\$ 17,470	\$ 2,802	\$ 20,272			
Part D - Construction Plans and Specifications												
1. Geotechnical Investigation	0	12	24		8	2	\$ 4,820		\$ 4,820	\$ 4,820		
Subconsultant Cost								\$ 61,773	\$ 61,773	\$ 61,773		
Subtotal	0	12	24	0	8	2	\$ 4,820	\$ 61,773	\$ 66,593	\$ 66,593		
2. Pipeline Design												
a. Old Wire to Gregg												
1. Prepare Layout Sheets	0	24	60	80	120	8	\$ 25,520	\$ 1,000	\$ 26,520	\$ 26,520		
2. Prepare Project Plan and Profile Sheets	2	40	72	180	490	16	\$ 63,160	\$ 3,000	\$ 66,160	\$ 66,160		
3. Existing Utility and Easement Coord.	0	4	16	40	40	8	\$ 9,080		\$ 9,080	\$ 9,080		
4. Prepare Standard and Special Details	0	4	16	24	40		\$ 7,160		\$ 7,160	\$ 7,160		
5. Prepare Demolition / Cutover Plans	4	8	24	12	32		\$ 7,480		\$ 7,480	\$ 7,480		
6. Sequence Planning	0	12	16	12		4	\$ 4,660		\$ 4,660	\$ 4,660		
7. Takeoffs and Estimate of Probable Cost	2	8	12	20		2	\$ 4,650		\$ 4,650	\$ 4,650		
8. Technical Specifications	2	24	16	24		24	\$ 8,650		\$ 8,650	\$ 8,650		
9. Project Manual	2	8	24			40	\$ 5,970	\$ 500	\$ 6,470	\$ 6,470		
10. QA/QC	4	40	24	24	16		\$ 11,740		\$ 11,740	\$ 11,740		
Subtotal	16	172	280	416	738	102	\$ 148,070	\$ 4,500	\$ 152,570	\$ 152,570		
b. Porter to Hamestring												
1. Project Coordination	2	8	24			4	\$ 4,170		\$ 4,170	\$ 4,170		
2. QA/QC	2	20	32	24	12	2	\$ 9,570		\$ 9,570	\$ 9,570		
Subconsultant Cost								\$ 128,635	\$ 128,635	\$ 128,635		
Subtotal	4	28	56	24	12	6	\$ 13,740	\$ 128,635	\$ 142,375	\$ 142,375		
c. North Street to Van Ash												
1. Project Coordination	2	8	28				\$ 4,190		\$ 4,190	\$ 4,190		
2. QA/QC	2	24	36	24	16	2	\$ 10,790		\$ 10,790	\$ 10,790		
Subconsultant Cost								\$ 147,170	\$ 147,170	\$ 147,170		
Subtotal	4	32	62	24	16	2	\$ 14,980	\$ 147,170	\$ 162,150	\$ 162,150		
d. Hamestring to Van Ash / Gregg St.												
1. Prepare Layout Sheets	4	48	100	160	256	8	\$ 50,060	\$ 1,500	\$ 51,560	\$ 51,560		
2. Prepare Project Plan and Profile Sheets	8	80	180	288	864	24	\$ 115,890	\$ 4,050	\$ 119,940	\$ 119,940		
3. Existing Utility and Easement Coord.	0	8	16	24	60	8	\$ 9,380	\$ 150	\$ 9,530	\$ 9,530		

PROFESSIONAL SERVICES COST BREAKDOWN
CITY OF FAYETTEVILLE, ARKANSAS
EXHIBIT A

Work Task Description	HOURLY RATE WORK												Total Cost Estimate
	Estimated Manhours												
	PD	PM	PE	CE	CADD	CL/OT	TOTAL		Direct Cost				
	hr	hr	hr	hr	hr	hr	LABOR		(\$)				
4. Prepare Standard and Special Details	2	8	20	32	60	0	\$ 10,470	\$	75	\$	10,545		
5. Prepare Cutover Plans	4	8	24	24	60	0	\$ 10,440	\$	120	\$	10,560		
6. Sequence Planning	0	16	24	16	0	8	\$ 6,640			\$	6,640		
7. Takeoffs and Estimate of Probable Cost	2	6	16	40	0	4	\$ 6,830			\$	6,830		
8. Technical Specifications	2	40	32	48	0	32	\$ 15,170	\$	100	\$	15,270		
9. Project Manual	4	16	40	0	0	40	\$ 9,060	\$	100	\$	9,160		
10. QA/QC	8	72	48	48	32	0	\$ 22,440	\$	500	\$	22,940		
Subtotal	34	302	500	678	1332	124	\$ 256,380	\$	6,595	\$	262,975		
e. Hamestrng to WWTP							\$ -			\$	-		
1. Prepare Layout Sheets	2	32	48	80	140	4	\$ 26,630	\$	280	\$	26,910		
2. Prepare Project Plan and Profile Sheets	2	48	60	120	350	16	\$ 48,080	\$	1,500	\$	49,580		
3. Existing Utility and Easement Coord.	0	4	16	24	40	4	\$ 7,360	\$	75	\$	7,435		
4. Prepare Standard and Special Details	0	4	16	28	32	0	\$ 7,020			\$	7,020		
5. Prepare Demolition / Cutover Plans	2	8	24	24	40	0	\$ 8,850	\$	100	\$	8,950		
6. Sequence Planning	0	8	20	18	0	6	\$ 5,250			\$	5,250		
7. Takeoffs and Estimate of Probable Cost	2	8	16	32	0	4	\$ 6,330			\$	6,330		
8. Technical Specifications	2	16	20	32	0	24	\$ 8,810	\$	100	\$	8,910		
9. Project Manual	4	12	32	0	0	40	\$ 7,660	\$	100	\$	7,760		
10. QA/QC	4	40	24	24	20	0	\$ 12,000	\$	500	\$	12,500		
Subtotal	18	180	276	382	622	98	\$ 137,990	\$	2,655	\$	140,645		
f. Basin 5 Interceptor							\$ -			\$	-		
1. Prepare Layout Sheets	1	4	8	24	40	2	\$ 6,525	\$	500	\$	7,025		
2. Prepare Project Plan and Profile Sheets	2	8	16	32	100	4	\$ 12,830	\$	500	\$	13,330		
3. Existing Utility and Easement Coord.		1	4	4	20	2	\$ 2,350			\$	2,350		
4. Prepare Standard and Special Details		1	4	4	20		\$ 2,250			\$	2,250		
5. Takeoffs and Estimate of Probable Cost	1	4	8			2	\$ 1,645			\$	1,645		
6. QA/QC	2	8	8	4	4		\$ 2,850	\$	50	\$	2,900		
Subtotal	6	26	48	68	184	10	\$ 28,450	\$	1,050	\$	29,500		
3. Lift Station Design													
a. Hamestrng Lift Station							\$ -			\$	-		
1. Basis of Design	24	120			40	40	\$ 23,680			\$	23,680		
2. Mechanical Design	8	80	235		240	40	\$ 55,010			\$	55,010		
3. Structural Design	80	200	400		352		\$ 104,480	\$	6,600	\$	111,080		
4. HVAC Design	4	40	124		150		\$ 29,170			\$	29,170		

PROFESSIONAL SERVICES COST BREAKDOWN CITY OF FAYETTEVILLE, ARKANSAS EXHIBIT A

Work Task Description	HOURLY RATE WORK											Total Cost Estimate
	Estimated Manhours											
	PD	PM	PE	CE	CADD	CL/OT	TOTAL	LABOR	Direct Cost			
	hr	hr	hr	hr	hr	hr			(\$)			
5. Architectural Design	4	16	32		16			\$ 7,220	\$ 26,400	\$ 33,620		
6. Electrical Design	4	16	32		16			\$ 7,220	\$ 49,500	\$ 56,720		
7. Instrumentation Design	4	16	32		16			\$ 7,220	\$ 33,000	\$ 40,220		
8. Lift Station Specifications	2	12	80			40		\$ 12,650		\$ 12,650		
9. Evaluate Parallel FM Design	4	60	80	16	32	24		\$ 23,080		\$ 23,080		
Subtotal	134	580	1025	16	862	144		\$ 289,730	\$ 115,500	\$ 385,230		
b. Gregg Avenue Lift Station	4	24	32	40	24			\$ 12,580		\$ 12,580		
Subconsultant Cost								\$ -	\$ 120,951	\$ 120,951		
Subtotal	4	24	32	40	24	0		\$ 12,580	\$ 120,951	\$ 133,531		
4. Odor Control Design												
a. Final Process Design	8	16		16				\$ 4,760	\$ 5,000	\$ 9,760		
b. Select / Size Equipment	4	40		40				\$ 9,580		\$ 9,580		
c. Select / size forcemain air release valve scrubbers	2	16		16				\$ 3,880		\$ 3,880		
d. Specifications	2	8		40		16		\$ 5,930		\$ 5,930		
Subtotal	16	80	0	112	0	0		\$ 24,160	\$ 5,000	\$ 29,160		
5. Document Submittal												
a. 30% Complete (7)	8	10	10	0	40	6		\$ 6,460		\$ 6,460		
b. 90% Complete (7)	8	40	20	0	40	6		\$ 11,460		\$ 11,460		
c. Review Comments w/ City (7)	32	60						\$ 12,440	\$ 2,000	\$ 14,440		
Subtotal	48	110	30	0	80	12		\$ 30,360	\$ 2,000	\$ 32,360		
6. Final Construction Submittal (7)	40	40	20	0	40	6		\$ 16,100	\$ 1,000	\$ 17,100		
Subtotal	40	40	20	0	40	6		\$ 16,100	\$ 1,000	\$ 17,100		
Part D-1 - Optional Design Services												
a. Farmington Interceptor								\$ -		\$ -		
1. Prepare Layout Sheets	2	45	86	115	180	6		\$ 38,525		\$ 38,525		
2. Prepare Project Plan and Profile Sheets	2	60	80	132	400	20		\$ 58,430	\$ 1,000	\$ 57,430		
3. Existing Utility and Easement Coord.	0	4	12	20	32	6		\$ 6,120		\$ 6,120		
4. Prepare Standard and Special Details	0	4	8	16	40	0		\$ 5,520		\$ 5,520		
5. Prepare Demolition / Cutover Plans	2	4	12	18	40	0		\$ 6,440		\$ 6,440		
6. Sequence Planning	0	4	8	18	0	6		\$ 3,410		\$ 3,410		
7. Takeoffs and Estimate of Probable Cost	2	8	16	32	0	4		\$ 6,330		\$ 6,330		
8. Technical Specifications	2	8	20	32	0	24		\$ 7,770		\$ 7,770		
9. Project Manual	2	12	16	0	0	40		\$ 5,610		\$ 5,610		

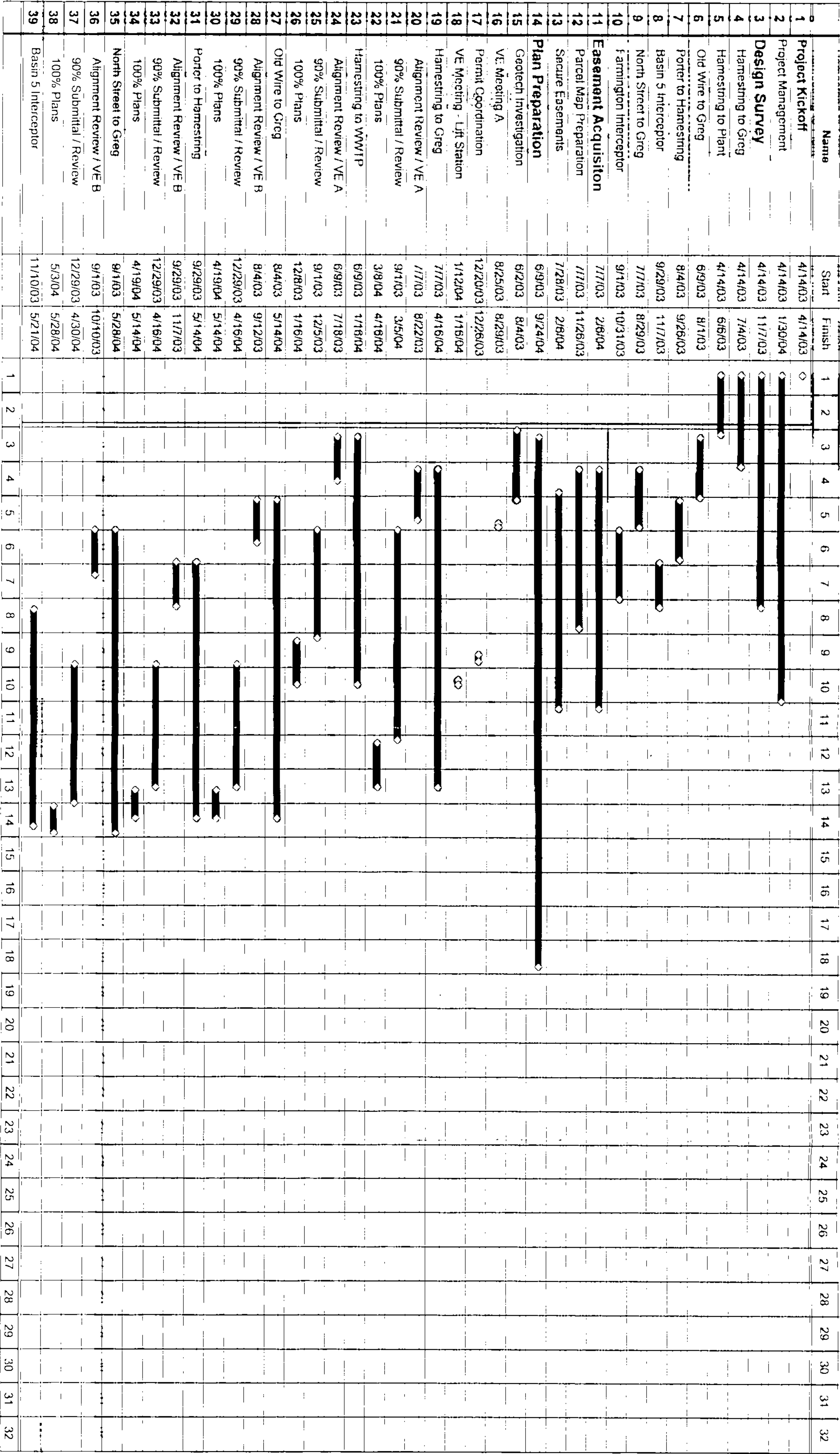
PROFESSIONAL SERVICES COST BREAKDOWN
CITY OF FAYETTEVILLE, ARKANSAS
EXHIBIT A

Work Task Description	HOURLY RATE WORK												Total Cost Estimate
	Estimated Manhours												
	PD	PM	PE	CE	CADD	CL/OT	TOTAL	LABOR	Direct Cost				
	hr	hr	hr	hr	hr	hr				(\$)			
10. QA/QC	12	40	16	16	8	0		\$	10,740		\$	10,740	
10. Geotechnical Investigation	2	8	8					\$	2,210		\$	2,210	
10.a. Subconsultant Cost - Geotech								\$	-	\$	10,110	\$	10,110
11. Field Survey		4	16		40			\$	4,880	\$	18,810	\$	23,690
11.a. Easement Preparation (45)	2	4	8		12	2		\$	2,570			\$	2,570
11.b. Subconsultant Cost - Survey								\$	-	\$	54,600	\$	54,600
Subtotal	28	205	306	399	752	108		\$	156,555	\$	84,520	\$	241,075
b. Lift Station #12													
1. Basis of Design	8	64	0		24	16		\$	11,840			\$	11,840
2. Mechanical / HVAC Design	8	32	160		80			\$	28,120			\$	28,120
3. Structural Design	2	16	16		24			\$	5,690			\$	5,690
4. Electrical / Instrumentation Design	2	12	0		0			\$	1,850	\$	5,000	\$	6,850
5. Lift Station Specifications	2	8	40			16		\$	6,530			\$	6,530
Subtotal	22	132	216	0	128	16		\$	54,030	\$	5,000	\$	59,030
c. Bidding Assistance	12	32	30		14	30		\$	11,610	\$	600	\$	12,210
Subtotal	12	32	30	0	14	30		\$	11,610	\$	600	\$	12,210
Part E - Bidding Assistance (7 packages)													
1. Bidding Notices	4	28	0	0	0	40		\$	6,220	\$	500	\$	6,720
2. Prepare Addenda	0	14	48	0	100	16		\$	14,400			\$	14,400
3. Secure Wage Rate Information	0	0	8	0	0	0		\$	880			\$	880
4. Track Bid Documents	0	14	56	0	0	40		\$	9,980			\$	9,980
5. Attend Pre-Bid Conference	40	56	24	0	0	0		\$	15,720	\$	2,660	\$	18,380
6. Review Bids	0	14	28	0	0	28		\$	6,300			\$	6,300
7. Review / Check Contractor References	4	7	28	0	0	28		\$	5,970			\$	5,970
8. Bid Recommendations to City	4	7	0	0	0	28		\$	2,890			\$	2,890
9. Attend Water and Sewer Committee / City Council Mtg	56	84	12	0	0	28		\$	21,760	\$	1,000	\$	22,760
Subconsultant Cost								\$	-	\$	28,975	\$	28,975
Subtotal	108	224	204	0	100	208		\$	84,120	\$	33,135	\$	117,255
TOTAL	726	2715	3613	2341	5152	1001		\$	1,464,575	\$	1,054,469	\$	2,500,718

Wastewater System Improvement Project

City of Fayetteville
RJN Group, Inc.

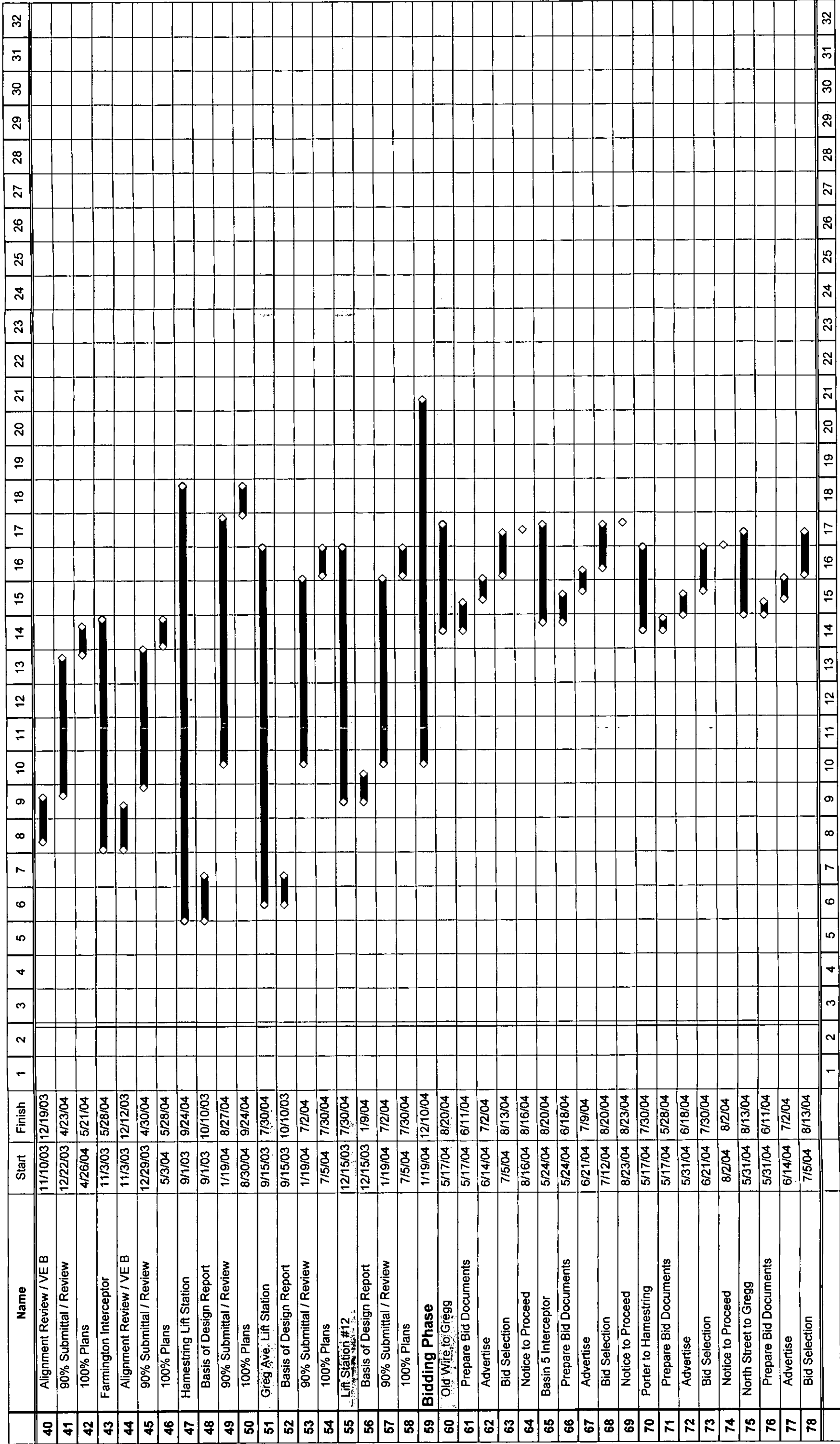
Timescale in Months



Wastewater System Improvement Project

City of Fayetteville
RJN Group, Inc.

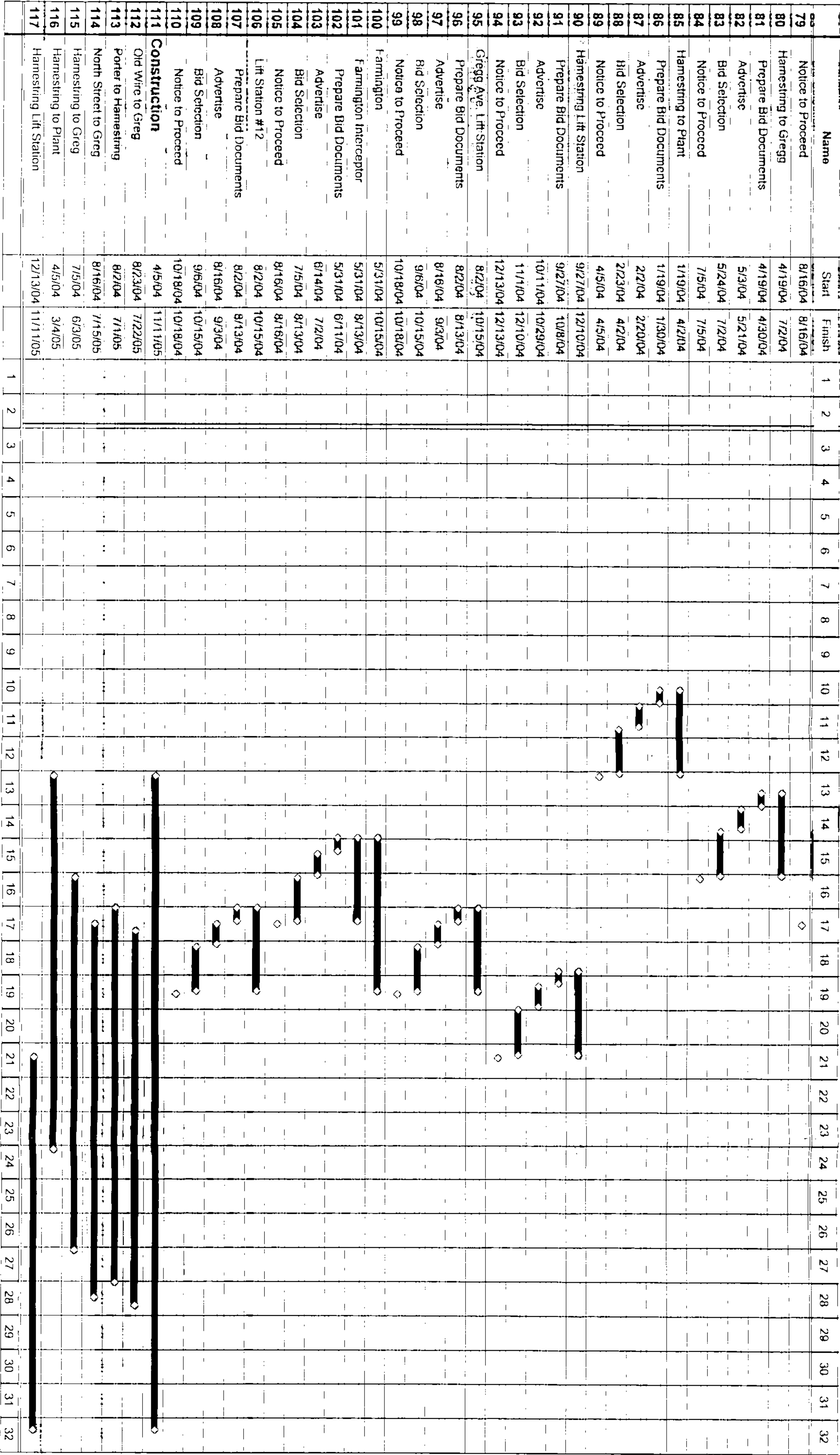
Timescale in Months



Wastewater System Improvement Project

City of Fayetteville
RJN Group, Inc.

Timescale in Months



Wastewater System Improvement Project

City of Fayetteville
RJN Group, Inc.

Timescale in Months

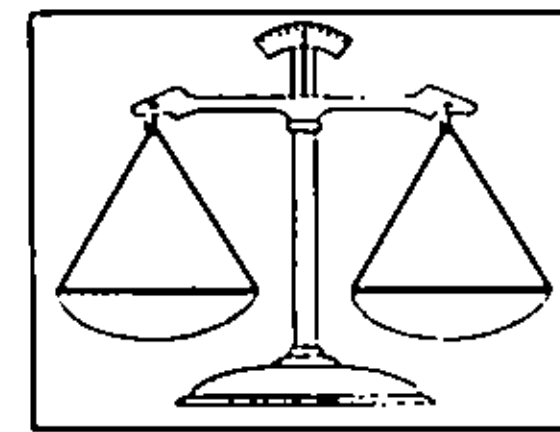
	Name	Start	Finish	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
118	Gregg Ave. Lift Station	10/18/04	9/16/05																																	
119	Farmington	10/18/04	9/16/05																																	
120	Farmington Interceptor	10/18/04	9/16/05																																	
121	Lift Station #12	10/18/04	9/16/05																																	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **July 16, 2003**

RE: **Passed Ordinances and Resolutions from City Council meeting
of July 15, 2003**

The following Ordinances and Resolutions were passed at the last City Council meeting and are ready for the mayor's signature.

Enclosed are:

1. **Bulk Material Purchase:** Resolution approving purchase of various bulk materials and services in the amount of \$165,000.00;
2. **CH2M Hill:** Resolution approving engineering contract with CH2M Hill, Inc. in not to exceed amount of \$150,610.00 for Goose Creek Stream Modeling and technical support for preparation of NPDES Permits for Wastewater Systems Improvement Project;
3. **Sidewalk & Trails Task Force:** Resolution establishing Sidewalks & Trails Task Force, setting forth selection process for membership and its duties and responsibilities;
4. **DDEP Budget Adjustment:** Resolution approving appropriation to DDEP in amount not to exceed \$20,000.00 to provide planning, design, & economic development services for remainder of FY2003; and approving budget adjustment in amount of \$20,000.00 for same;

5. **Township Builders, Inc./Sang-Hollywood-6th Street Intersection Improvements:** Resolution approving contract w/Township Builders, Inc. in amount of \$596,446.00 plus project contingency in amount of \$60,000.00 for Sang-Hollywood intersection w/6th Street improvements and to approve budget adjustment of \$80,564.00;
6. **Markham Hill Development Co., LLC:** Resolution approving offer and acceptance contract between City and Markham Hill Development Co., LLC for purchase of approximately two acres of land located on Ruppel Road south of Wedington Drive in amount of \$145,277.00 to be site of new west side fire station;
7. **Wittenberg, Delony & Davidson:** Resolution approving amendment to architect contract w/Wittenberg, Delony and Davidson increasing fee by \$15,000.00 for engineering services associated w/Fire Station Number Seven;
8. **RZN 03-19.00:** Ordinance rezoning property described in rezoning petition RZN 03-19.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located east of Beechwood Avenue south of 15th Street, moving current zoning line to new configuration with subject property being R-2 Medium Density Residential;
9. **RZN 03-20.00:** Ordinance rezoning property described in rezoning petition RZN 03-20.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property containing about 7.45 acres located east of Beechwood Avenue south of 15th street, moving current zoning line to new configuration with subject property being zoning C-2, Thoroughfare Commercial;
10. **Zoning Map:** Ordinance adopting new official zoning map of City and incorporating renamed zoning districts on new official zoning map as adopted in Title 15: The Unified Development Code of the Fayetteville Code of Ordinances;
11. **Raze & Removal:** Resolution ordering razing and removal of dilapidated and unsafe structures owned by Alex & Lori Mahler located at 1003, 1015, and 1017 West Cato Springs Road, in City of Fayetteville;

12. **Amend Chapter 33 (Telecommunications Board):** Ordinance amending Chapter 33, Departments, Boards, Commissions and Authorities, of Code of Fayetteville, by redefining composition, officers, staffing, procedures, and duties of Telecommunications Board;
13. **Black & Veatch:** Resolution approving engineering contract w/Black & Veatch Corp. in not to exceed amount of \$2,363,200.00 for engineering services related to improvements to Nolan Wastewater Treatment Plant;
14. **Burns & McDonnell:** Resolution approving hourly rate engineering contract w/Burns & McDonnell Engineering Company, Inc. in not to exceed amount of \$2,685,366.00 for engineering services related to design and bidding phase program management services including value engineering for Wastewater System Improvement Project;
15. **Garver Engineers:** Resolution approving engineering contract w/Garver Engineers, LLC in not to exceed amount of \$1,721,886.00 for engineering services related to east pipelines and pump stations;
16. **McGoodwin, Williams & Yates:** Resolution approving engineering contract w/McGoodwin, Williams & Yates, Inc. in not to exceed amount of \$4,318,812.00 for engineering services related to new west wastewater treatment plant, wetlands mitigation and Broyles Road improvements;
17. **RJN Group:** Resolution approving engineering contract w/RJN Group, Inc. in not to exceed amount of \$2,500,718.00 for engineering services related to west pipelines and pump stations.

Add to August

5 Agenda- Ark. West.

Gas. at front of

Agenda as an informational item.

Tentative Agenda

For

City Council Meeting

July 15, 2003

A meeting of the Fayetteville City Council will be held on July 15, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Audit Committee Presentation

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the July 1, 2003 meeting minutes.
2. **Bulk Material Purchase:** A resolution approving the purchase of various bulk materials and services in the amount of \$165,000.00.
3. **CH2MHill Goose Creek Stream Modeling Contract:** A resolution to approve an engineering contract with CH2MHill, Inc. in the not to exceed amount of \$150,610.00 for Goose Creek Stream modeling and technical support for preparation of the NPDES permits for the wastewater systems improvement project.
4. **Sidewalk and Trails Task Force:** A resolution establishing the Sidewalks and Trails Task Force, setting forth the selection process for membership and its duties and responsibilities.
5. **Downtown Dickson Enhancement Project (DDEP) Budget Adjustment:** A resolution approving an appropriation to the Downtown Dickson Enhancement Project (DDEP) in an amount not to exceed \$20,000.00 to provide planning, design, and economic development services for the remainder of FY2003; and approving a budget adjustment in the amount of \$20,000.00 for same.

B. OLD BUSINESS:

1. **RZN 03-19.00 (Tom Broyles 14.66 acres):** An ordinance rezoning that property described in rezoning petition RZN 03-19.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located East of Beachwood Avenue South of 15th Street, moving the current zoning line to a new configuration with the subject property being R-2, Medium Density Residential. *This ordinance was left on the first reading at the July 1, 2003 City Council meeting.*

2. **RZN 03-20.00 (Tom Broyles 7.45 acres):** An ordinance rezoning that property described in rezoning petition RZN 03-20.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located East of Beachwood Avenue South of 15th Street, moving the current zoning line to a new configuration with the subject property being zoned C-2, Thoroughfare Commercial. *This ordinance was left on the first reading at the July 1, 2003 City Council meeting.*
3. **Zoning Map Adoption:** An ordinance adopting a new official Zoning Map of the City of Fayetteville and incorporating the renamed zoning districts on the new official Zoning Map as adopted in Title 15; the Unified Development Code of the Fayetteville Code of Ordinances. *This ordinance was left on the second reading at the July 1, 2003 City Council meeting.*

C. NEW BUSINESS:

- Consent*
1. **Township Builders, Inc./Sang/Hollywood & 6th Street Intersection Improvements:** A resolution to approve a contract with Township Builders, Inc. in the amount of \$596,446.00 plus a project contingency in the amount of \$60,000.00 for the Sang Avenue and Hollywood intersection with 6th Street improvements and to approve a budget adjustment of \$80,564.00.

- move to:
August 5,
2003*
2. **Public Hearing Raze and Removal 226 North School Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Timothy C. and Christine Klinger located at 226~~S~~^N School Avenue in the City of Fayetteville, Arkansas.

- Change
Address*
3. **Public Hearing Raze and Removal 1003, 1015 and 1017 W Cato Springs Road:** A resolution ordering the razing and removal of dilapidated and unsafe structures owned by Alex and Lori Mahler located at 1003, 1015 and 1017 West Cato Springs Road in the City of Fayetteville, Arkansas.

4. **Amend Chapter 33 (Telecommunications Board):** An ordinance amending Chapter 33, Departments, Boards, Commissions and Authorities, of the Code of Fayetteville, by redefining the composition, officers, staffing, procedures and duties of the board.
5. **Smoking in Certain Public Places:** An ordinance to amend §95.05 **Regulation Of Smoking In Certain Public Places** of the code of Fayetteville and to enact a replacement §95.05 **Regulation Of Smoking In Most Public Places And Places Of Employment** in order to remove exemptions for bars, pool halls, small restaurants, beauty salons, barber shops and designated smoking areas in enclosed public access areas in restaurants, theaters, roller rinks, bowling alleys, and retail stores, etc.

D. INFORMATIONAL:

1. **Council Tour: July 14, 2003**

**Tentative Agenda
For
City Council Meeting
July 15, 2003**

A meeting of the Fayetteville City Council will be held on July 15, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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A. CONSENT:

1. **Approval Of The Minutes:** Approval of the July 1, 2003 meeting minutes.
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7. **Markham Hill Development Co., LLC.:** A resolution approving an offer and acceptance contract between the City of Fayetteville and Markham Hill Development Co., LLC for the purchase of approximately two land located on Ruppel road south of Wedington Drive in the amount of \$145,277.00 to be the site of the new west side fire station.

8. **Wittenberg, Delony and Davidson:** A resolution to approve an amendment to the architect contract with Wittenberg, Delony and Davidson increasing the fee by the amount of \$15,000.00 for engineering services associated with fire station number seven.

B. OLD BUSINESS:

1. **RZN 03-19.00 (Tom Broyles 14.66 acres):** An ordinance rezoning that property described in rezoning petition RZN 03-19.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located East of Beachwood Avenue South of 15th Street, moving the current zoning line to a new configuration with the subject property being R-2, Medium Density Residential. *This ordinance was left on the first reading at the July 1, 2003 City Council meeting.*
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C. NEW BUSINESS:

1. **Public Hearing Raze and Removal 1003, 1015 and 1017 W Cato Springs Road:** A resolution ordering the razing and removal of dilapidated and unsafe structures owned by Alex and Lori Mahler located at 1003, 1015 and 1017 West Cato Springs Road in the City of Fayetteville, Arkansas.
2. **Amend Chapter 33 (Telecommunications Board):** An ordinance amending Chapter 33, Departments, Boards, Commissions and Authorities, of the Code of Fayetteville, by redefining the composition, officers, staffing, procedures and duties of the board.
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4. **Burns and McDonnell Engineering Company, Inc.:** A resolution to approve an hourly rate engineering contract with Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of \$2,685,366.00 for engineering services related to design and bidding

phase Program Management Services including value engineering for the Wastewater System Improvement Project.

5. **Garver Engineers, LLC.**: A resolution to approve an engineering contract with Garver Engineers, LLC. in the not to exceed amount of \$1,721,886.00 for engineering services related to the East Pipelines and Pump Stations.
 6. **McGoodwin, Williams and Yates, Inc.**: A resolution to approve an engineering contract with McGoodwin, Williams and Yates, Inc. in the not to exceed amount of \$4,318,812.00 for engineering services related to the new West Wastewater Treatment Plant, Wetlands Mitigation and Broyles Road improvements.
 7. **RJN Group, Inc.**: A resolution to approve an engineering contract with RJN Group, Inc. in the not to exceed amount of \$2,500,718.00 for engineering services related to the West Pipelines and Pump Stations.
- (Break)
8. **Smoking in Certain Public Places**: An ordinance to amend §95.05 **Regulation Of Smoking In Certain Public Places** of the code of Fayetteville and to enact a replacement §95.05 **Regulation Of Smoking In Most Public Places And Places Of Employment** in order to remove exemptions for bars, pool halls, small restaurants, beauty salons, barber shops and designated smoking areas in enclosed public access areas in restaurants, theaters, roller rinks, bowling alleys, and retail stores, etc.

D. INFORMATIONAL:

1. **Council Tour: July 14, 2003**

*Agenda
Settin's Meeting*

**Tentative Agenda
For
City Council Meeting
July 15, 2003**

A meeting of the Fayetteville City Council will be held on July 15, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Audit Committee Presentation

~~Nonfinancial Committee Report~~

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the July 1, 2003 meeting minutes.
2. **Bulk Material Purchase:** A resolution approving the purchase of various bulk materials and services in the amount of \$165,000.00.
3. **CH2MHill Goose Creek Stream Modeling Contract:** A resolution to approve an engineering contract with CH2MHill, Inc. in the not to exceed amount of \$150,610.00 for Goose Creek Stream modeling and technical support for preparation of the NPDES permits for the wastewater systems improvement project.

~~4. **Boyle Road Right of Way Purchase:**~~

5. **Sidewalk and Trails Task Force:** A resolution establishing the Sidewalks and Trails Task Force, setting forth the selection process for membership and its duties and responsibilities.
6. **Downtown Dickson Enhancement Project (DDEP) Budget Adjustment:** A resolution approving an appropriation to the Downtown Dickson Enhancement Project (DDEP) in an amount not to exceed \$20,000.00 to provide planning, design, and economic development services for the remainder of FY2003; and approving a budget adjustment in the amount of \$20,000.00 for same.

B. OLD BUSINESS:

C. NEW BUSINESS:

- ④ 1. **Smoking in Certain Public Places:** An ordinance to amend §95.05 **Regulation Of Smoking In Certain Public Places** of the code of Fayetteville and to enact a replacement §95.05 **Regulation Of Smoking In Most Public Places And Places Of Employment** in order to remove exemptions for bars, pool halls, small restaurants, beauty salons, barber shops and designated smoking areas in enclosed public access areas in restaurants, theaters, roller rinks, bowling alleys, and retail stores, etc.
- ① 2. **Township Builders, Inc./Sang/Hollywood & 6th Street Intersection Improvements:** A resolution to approve a contract with Township Builders, Inc. in the amount of \$596,446.00 plus a project contingency in the amount of \$60,000.00 for the Sang Avenue and Hollywood intersection with 6th Street improvements and to approve a budget adjustment of \$80,564.00.
- ② 3. **Public Hearing Raze and Removal ²²⁶262 North School Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Timothy C. and Christine Klinger located at 226 S. School Avenue in the City of Fayetteville, Arkansas.
- ③ 4. **Public Hearing Raze and Removal 1003, 1015 and 1017 W Cato springs Road:** A resolution ordering the razing and removal of dilapidated and unsafe structures owned by Alex and Lori Mahler located at 1003, 1015 and 1017 West Cato Springs Road in the City of Fayetteville, Arkansas.

⑤ ~~5. **Hittman, Delony & Davidson Consulting:**~~

6. Amend Chapter 33: *Telecome*

D. INFORMATIONAL:

1. Council Tour: July 14, 2003

**Tentative Agenda
For
City Council Meeting
July 15, 2003**

Dr. J. J. / Lev.

A meeting of the Fayetteville City Council will be held on July 15, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Audit Committee Presentation

Nominating Committee Report

A. CONSENT:

1. **Approval Of The Minutes:** Approval of the July 1, 2003 meeting minutes.

B. OLD BUSINESS:

C. NEW BUSINESS:

1. **Smoking in Certain Public Places:** An ordinance to amend §95.05 **Regulation Of Smoking In Certain Public Places** of the code of Fayetteville and to enact a replacement §95.05 **Regulation Of Smoking In Most Public Places And Places Of Employment** in order to remove exemptions for bars, pool halls, small restaurants, beauty salons, barber shops and designated smoking areas in enclosed public access areas in restaurants, theaters, roller rinks, bowling alleys, and retail stores, etc.
2. **Township Builders, Inc./Sang/Hollywood & 6th Street Intersection Improvements:** A resolution to approve a contract with Township Builders, Inc. in the amount of \$596,446.00 plus a project contingency in the amount of \$60,000.00 for the Sang Avenue and Hollywood intersection with 6th Street improvements and to approve a budget adjustment of \$80,564.00.
3. **Public Hearing Raze and Removal 262 North School Avenue:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Timothy C. and Christine Klinger located at 226 S. School Avenue in the City of Fayetteville, Arkansas.
4. **Public Hearing Raze and Removal 1003, 1015 and 1017 W Cato springs Road:** A resolution ordering the razing and removal of dilapidated and unsafe structures owned by Alex and Lori Mahler located at 1003, 1015 and 1017 West Cato Springs Road in the City of Fayetteville, Arkansas.

~~(pull)~~ (pull)

5. **Chapter 95 of the City Ordinance:** An ordinance amending Title IX: Chapter 95: Health and Sanitation, code of Fayetteville, to provide amendments to and clarification of various provisions relating to code enforcement.

Consent

6. **2003 Bids for Construction Materials and Services:** No Information
7. **CH2MHill Goose Creek Stream Modeling Contract:** No Information
8. **Broyles Road Right of Way Purchase:** No information
9. **Sidewalk and Trails Advisory Committee:** (N) Information
10. **Downtown Dickson enhancement Project Budget Adjustment:** No Information

(DOEP)

D. INFORMATIONAL:

1. **Council Tour: July 14, 2003**

NORTHWEST ARKANSAS EDITION Arkansas Democrat Gazette

AFFIDAVIT OF PUBLICATION

I, *Sheri Denise Sutton*, do solemnly swear that I am
Legal Clerk of the Arkansas Democrat-Gazette/Northwest Arkansas
Times newspaper, printed and published in Lowell, Arkansas, and that
from my own personal knowledge and reference to the files of said
publication, that advertisement of:

Tentative Agenda was inserted in the regular editions on
7/07/03.

PO# 03-0000154-001

** Publication Charge: \$ 194.46

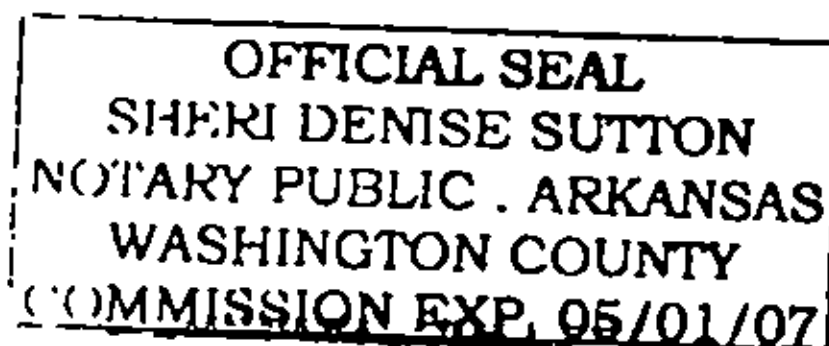
Subscribed and sworn to before me this

10th day of July, 2003.

Sheri Denise Sutton
Notary Public

My Commission Expires: 5-1-07

** Please do not pay from Affidavit.
An invoice will be sent.



RECEIVED

JUL 11 2003

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

**TENTATIVE AGENDA
FOR
CITY COUNCIL MEETING
JULY 15, 2003**



City of Fayetteville

A meeting of the Fayetteville City Council will be held on July 15, 2003 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Audit Committee Presentation

A. CONSENT:

1. Approval Of The Minutes: Approval of the July 1, 2003 meeting minutes.
2. Bulk Material Purchase: A resolution approving the purchase of various bulk materials and services in the amount of \$165,000.00.
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4. Sidewalk and Trails Task Force: A resolution establishing the Sidewalks and Trails Task Force, setting forth the selection process for membership and its duties and responsibilities.
5. Downtown Dickson Enhancement Project (DDEP) Budget Adjustment: A resolution approving an appropriation to the Downtown Dickson Enhancement Project (DDEP) in an amount not to exceed \$20,000.00 to provide planning, design, and economic development services for the remainder of FY2003, and approving a budget adjustment in the amount of \$20,000.00 for same.

B. OLD BUSINESS:

1. RZN 03-19.00 (Tom Broyles 14.68 acres): An ordinance rezoning that property described in rezoning petition RZN 03-19.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located East of Beechwood Avenue South of 15th Street, moving the current zoning line to a new configuration with the subject property being R-2, Medium Density Residential. This ordinance was left on the first reading at the July 1, 2003 City Council meeting.
2. RZN 03-20.00 (Tom Broyles 7.45 acres): An ordinance rezoning that property described in rezoning petition RZN 03-20.00 as submitted by Jerry Kelso on behalf of Tom Broyles for property located East of Beechwood Avenue South of 15th Street, moving the current zoning line to a new configuration with the subject property being zoned C-2, Thoroughfare Commercial. This ordinance was left on the first reading at the July 1, 2003 City Council meeting.
3. Zoning Map Adoption: An ordinance adopting a new official Zoning Map of the City of Fayetteville and incorporating the renamed zoning districts on the new official Zoning Map as adopted in Title 15; the Unified Development Code of the Fayetteville Code of Ordinances. This ordinance was left on the second reading at the July 1, 2003 City Council meeting.

C. NEW BUSINESS:

1. Township Builders, Inc./Sang/Hollywood & 6th Street Intersection Improvements: A resolution to approve a contract with Township Builders, Inc. in the amount of \$598,448.00 plus a project contingency in the amount of \$80,000.00 for the Sang Avenue and Hollywood intersection with 6th Street improvements and to approve a budget adjustment of \$80,564.00.
2. Public Hearing Raze and Removal 226 North School Avenue: A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Timothy C. and Christine Klinger located at 226 S. School Avenue in the City of Fayetteville, Arkansas.
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D. INFORMATIONAL:

1. Council Tour: July 14, 2003

NORTHWEST ARKANSAS EDITION Arkansas Democrat Gazette

AFFIDAVIT OF PUBLICATION

I, Bill Martin, do solemnly swear that I am
Legal Clerk of the Arkansas Democrat-Gazette/Northwest Arkansas
Times newspaper, printed and published in Lowell, Arkansas, and that
from my own personal knowledge and reference to the files of said
publication, that advertisement of:

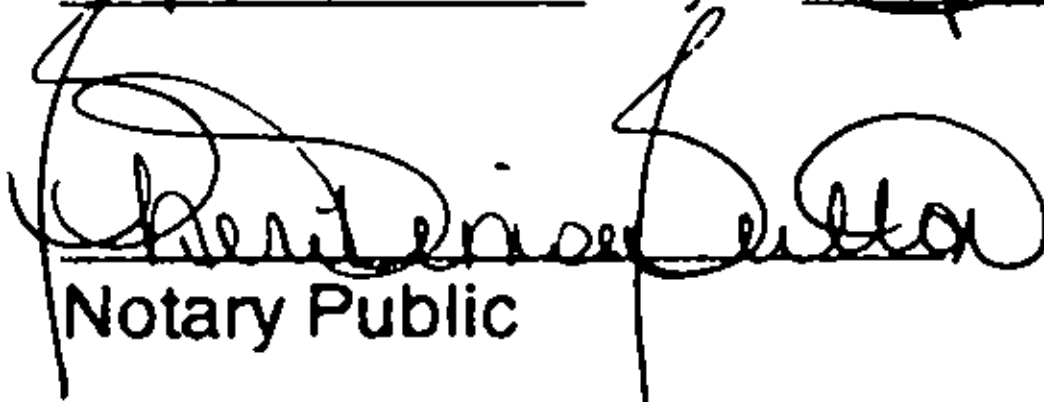
Final Agenda was inserted in the regular editions on
7-14-03.

PO# 03-0000154-001

** Publication Charge: \$ 250.02

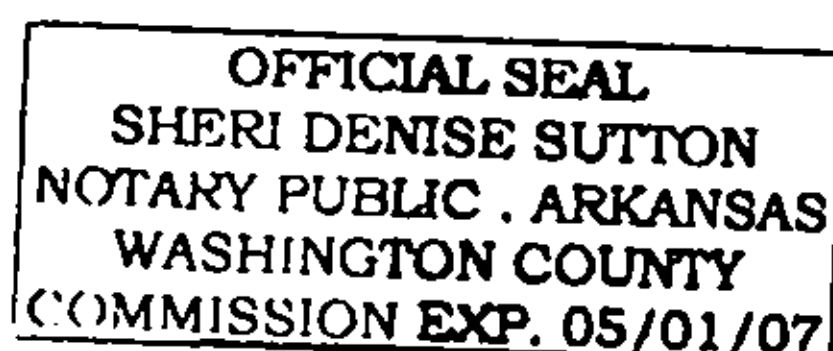
Subscribed and sworn to before me this

14th day of July, 2003.


Notary Public

My Commission Expires: 5-1-07

** Please do not pay from Affidavit.
An invoice will be sent.



RECEIVED

JUL 16 2003
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

**FINAL AGENDA
FOR
CITY COUNCIL MEETING
JULY 15, 2003**



City of Fayetteville

A meeting of the Fayetteville City Council will be held on July 15, 2003 at 8:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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2. Amend Chapter 33 (Telecommunications Board): An ordinance amending Chapter 33, Departments, Boards, Commissions and Authorities, of the Code of Fayetteville, by redefining the composition, officers, staffing, procedures and duties of the board.

Presentation on Agenda Items 3, 4, 5, 6 and 7.

3. Black and Veatch Corporation: A resolution to approve an engineering contract with Black and Veatch Corporation in the not to exceed amount of \$2,363,200.00 for engineering services related to improvements to the Nolan Wastewater Treatment Plant:

4. Burns and McDonnell Engineering Company, Inc.: A resolution to approve an hourly rate engineering contract with Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of \$2,685,368.00 for engineering services related to design and bidding phase Program Management Services including value engineering for the Wastewater System Improvement Project.

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Short Break

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1. Council Tour: July 14, 2003