

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Vacant
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Final Agenda
Special City Council Meeting
November 28, 2006**

A Special meeting of the Fayetteville City Council will be held on **November 28, 2006 at 4:30 p.m. in Room 326** of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

A. UNFINISHED BUSINESS:

1. **RJN Group, Inc:** A resolution approving Contract Amendment #4 to the agreement for Professional Engineering Services with RJN Group, Inc. in the amount of \$953,049.00 to provide design and construction phase services pertaining to technical design, engineering, Corps of Engineers and stormwater permit issues for the West Side and Farmington area Wastewater System Improvements Project (subprojects WL-10, WL-11 and WL-12); and approving a contingency in the amount of \$40,000.00. *This item was tabled at the November 21, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 199-06.

2. **Robinson, Stafford and Rude, Inc:** A resolution approving a contract for Professional Engineering Services with Robinson, Stafford and Rude, Inc. (RSR) in the amount of \$39,844.00 (to be wholly reimbursed by the City of Farmington) to provide value engineering services for the Farmington and West Fayetteville Area Wastewater System Improvement Project engineering design. *This item was tabled at the November 21, 2006 City Council Meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 200-06.

B. NEW BUSINESS:

1. **Fayetteville/Farmington Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of

Farmington, Arkansas to establish terms of payment for Wastewater Engineering Services related to the Wastewater System Improvement Project in the West Fayetteville – Farmington area.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 201-06.

Meeting adjourned at 4:40 p.m.

Subject: <i>Roll</i>					
Motion To:					
Motion By:					
Seconded:					
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Mayor Coody	<i>Absent</i>			

Subject: <i>RJN Group, Inc.</i>					
Motion To:		<i>Approve</i>			
Motion By:		<i>Cook</i>			
Seconded:		<i>Reynolds</i>			
<i>A.I. Unfinished</i> <i>Passed</i> <i>199-06</i>	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Mayor Coody				

Subject: <i>Robinson, Stafford & Reule, Inc.</i>					
Motion To:					
Motion By:		<i>Cook</i>			
Seconded:		<i>Reynolds</i>			
<i>A.2.</i> <i>Unfinished Business</i> <i>passed</i> <i>200-06</i>	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Mayor Coody				

8-0

Subject: <i>Jayetteville / Farmington Inter - Local Agreement</i>					
Motion To:					
Motion By:		<i>Cook</i>			
Seconded:		<i>Reynolds</i>			
<i>B.1.</i> <i>New Business</i> <i>passed</i> <i>201-06</i>	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Mayor Coody				

8-0

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Vacant
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Final Agenda
Special City Council Meeting
November 28, 2006**

A Special meeting of the Fayetteville City Council will be held on **November 28, 2006 at 4:30 p.m. in Room 326** of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order
Roll Call
Pledge of Allegiance**

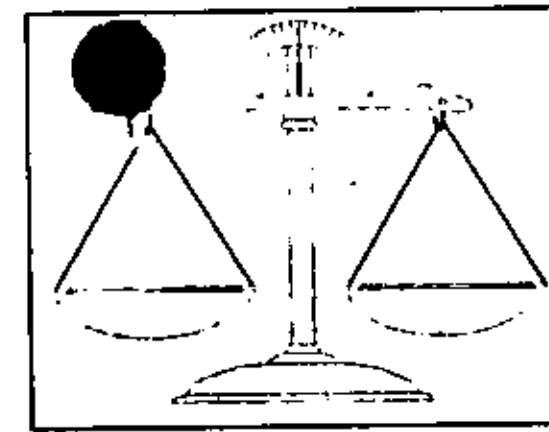
A. UNFINISHED BUSINESS:

1. **RJN Group, Inc:** A resolution approving Contract Amendment #4 to the agreement for Professional Engineering Services with RJN Group, Inc. in the amount of \$953,049.00 to provide design and construction phase services pertaining to technical design, engineering, Corps of Engineers and stormwater permit issues for the West Side and Farmington area Wastewater System Improvements Project (subprojects WL-10, WL-11 and WL-12); and approving a contingency in the amount of \$40,000.00. *This item was tabled at the November 21, 2006 City Council Meeting.*
2. **Robinson, Stafford and Rude, Inc:** A resolution approving a contract for Professional Engineering Services with Robinson, Stafford and Rude, Inc. (RSR) in the amount of \$39,844.00 (to be wholly reimbursed by the City of Farmington) to provide value engineering services for the Farmington and West Fayetteville Area Wastewater System Improvement Project engineering design. *This item was tabled at the November 21, 2006 City Council Meeting.*

B. NEW BUSINESS:

1. **Fayetteville/Farmington Inter-Local Agreement:** A resolution approving an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to establish terms of payment for Wastewater Engineering Services related to the Wastewater System Improvement Project in the West Fayetteville – Farmington area.

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

A handwritten signature in black ink, appearing to read 'Kit Williams', written over a horizontal line.

DATE: **November 29, 2006**

RE: **Passed Resolutions from Special City Council meeting
of November 28, 2006**

1. **RJN Group, Inc.:** Resolution approving Contract Amendment #4 to agreement for Professional Engineering Services with RJN Group, Inc. in amount of \$953,049.00 to provide design and construction phase services pertaining to technical design, engineering, Corps of Engineers and stormwater permit issues for West Side and Farmington area Wastewater System Improvements Project (subprojects WL-10, WL-11 and WL-12); and approve a contingency in amount of \$40,000.00;
2. **Robinson, Stafford & Rude, Inc.:** Resolution approving contract for Professional Engineering Services with Robinson, Stafford & Rude, Inc. (RSR) in amount of \$39,844.00 (to be wholly reimbursed by City of Farmington) to provide valuable engineering services for Farmington and West Fayetteville Area Wastewater System Improvement Project engineering design;
3. **Fayetteville/Farmington Inter-Local Agreement:** Resolution approving Inter-Local Agreement between Fayetteville and Farmington, to establish terms of payment for Wastewater Engineering Services related to Wastewater System Improvement Project in the West Fayetteville-Farmington area.

City of Fayetteville, Arkansas
Discussion of Outside Agency Funding Requests - Agenda

November 28th - approximately 5:15 P.M. (Room 326)

Introduction:

- Outside Agency Service Information.

Outside Agency Presentations: (each presentation not to last more than 10 minutes)

- Arkansas Air Museum
- Boys & Girls Club
- Central Emergency Medical Service (CEMS)
- Community Access Television
- Fayetteville Downtown Partners
- First Night Fayetteville
- NWA Economic Development District
- Ozark Military Air Museum
- Ozark Regional Transit
- Razorback Transit

Questions & Answers

INTERLOCAL AGREEMENT BETWEEN THE CITY OF FARMINGTON AND THE CITY OF FAYETTEVILLE

I. PURPOSE

The purpose of this Agreement is to establish terms of payment for Wastewater Engineering Services related to the Wastewater System Improvement Project in the West Fayetteville – Farmington area.

II. BACKGROUND

The Cities of Fayetteville and Farmington are in the process of finalizing a long-term agreement for wastewater collection and treatment operations and services. The Cities are also in the process of upgrading their systems as part of the overall Wastewater System Improvement Project to increase capacities of both wastewater systems. The most cost effective and efficient method of accomplishing these tasks is by a joint effort whereby the Engineers designing and supervising construction of these projects are contracted by the City of Fayetteville, with the City of Farmington reimbursing the City of Fayetteville for Farmington's share of the cost.

III. THE CITY OF FAYETTEVILLE AGREES TO:

- A. Execute an Engineering contract with the RJN Group, Inc. (RJN), in the amount of \$1,095,291.00, for design and construction phase services pertaining to Technical Design, Engineering, Corps of Engineer and stormwater permitting for the west side and Farmington area Wastewater System Improvement Project, Subprojects WL-10, WL-11, and WL-12. Farmington is paying \$480,000.00 of the total amount, leaving a net Fayetteville cost of \$615,291.00.
- B. Perform contract management for the RJN Engineering Agreement.
- C. Send an invoice to the City of Farmington for Farmington's portion of the work performed within the billing period. The invoice will be submitted within thirty days of receipt of the invoice from the RJN Group.
- D. Execute an Engineering contract with Robinson, Stafford and Rude, Inc., (RSR) in the amount of \$39,844.00, for value engineering (VE) services with respect to the Farmington and western Fayetteville area WSIP engineering design. Although Fayetteville is executing contract management and oversight, Farmington is bearing the full cost of this study and will reimburse Fayetteville when the expenses are incurred.
- E. Perform contract management for the RSR Engineering Contract.

- F. Send an invoice to the City of Farmington for Farmington's portion of the work performed within the billing period. The invoice will be submitted within thirty days of receipt of the invoice from RSR.

IV. THE CITY OF FARMINGTON AGREES TO:

- A. Reimburse the City of Fayetteville up to a maximum of \$480,000 for Engineering services performed by the RJN Group, Inc., and their subcontractors, for Farmington's portion of work performed under the contract in paragraph III.
- B. Reimburse the City of Fayetteville the full cost, up to a maximum of \$39,844.00 for Engineering services performed by the RSR, for Value Engineering Services under the contract in paragraph III.
- C. Pay all invoices to the City of Fayetteville within thirty days of receipt for services performed by RJN or RSR relating to the contracts identified in paragraph III.

City of Farmington
P.O. Box 150
Farmington, AR 72730

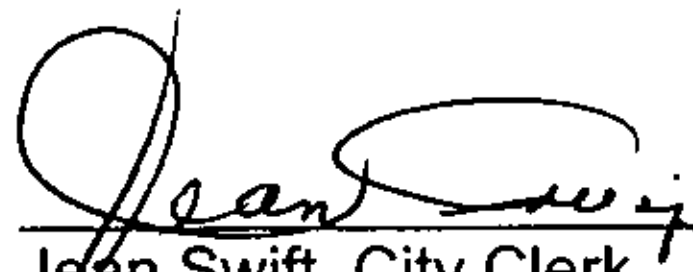
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701



John Harris, Mayor 11/27/06
Date

Dan Coody, Mayor Date

Witnessed By



Jean Swift, City Clerk 11/27/06
Date

Sondra Smith, City Clerk Date

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

21-Nov-06

City Council Meeting Date

David Jurgens

Submitted By

WW System Improvement Project

Division

Water/Wastewater

Department

Action Required:

Fayetteville City Administration recommends approval of an amendment to the Engineering contract with the RJN Group, Inc., in the amount of \$953,049.00, for Design and Construction Phase Services pertaining to Technical Design, Engineering, Corps of Engineer and Stormwater Permit Issues for the West Side and Farmington Area Wastewater System Improvement Project, Subprojects WL-10, WL-11, and WL-12, and approve a contingency of \$40,000.00. Funds are available in Fiscal Year 2006 WSIP budget. This is a cost share between Fayetteville and Farmington; Fayetteville is executing contract management and oversight. Farmington is paying \$480,000 of the total amount, leaving a net Fayetteville cost of \$513,049.00.

\$513,049

Cost of this request

\$

114,765,766

Category / Project Budget

Wastewater System Imp Project

Program Category / Project Name

4480.9480.5315.00

Account Number

\$

109,705,364

Funds Used to Date

Water and Wastewater

Program / Project Category Name

02133-0401

Project Number

\$

5,060,402

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item

☒ xx

Budget Adjustment Attached

☐

Department Director

3 Nov 06
Date

Previous Ordinance or Resolution # 112-03

Original Contract Date: 7/15/2003

Original Contract Number: 916

City Attorney

11/6/06
Date

Received in City Clerk's Office

ENTERED
11-3-06

Finance and Internal Service Director

11-6-06
Date

Received in Mayor's Office

ENTERED
11/6/06

Mayor

11/7/06
Date

Comments:

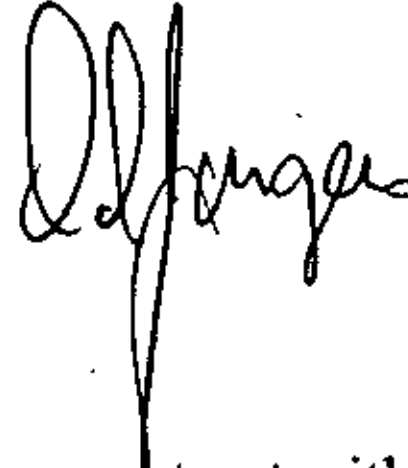
11-11-15/12/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/1224/1225/1226/1227/1228/1229/1230/1231/1232/1233/1234/1235/1236/1237/1238/1239/1240/1241/1242/1243/1244/1245/1246/1247/1248/1249/1250/1251/1252/1253/1254/1255/1256/1257/1258/1259/1260/1261/1262/1263/1264/1265/1266/1267/1268/1269/1270/1271/1272/1273/1274/1275/1276/1277/1278/1279/1280/1281/1282/1283/1284/1285/1286/1287/1288/1289/1290/1291/1292/1293/1294/1295/1296/1297/1298/1299/1300/1301/1302/1303/1304/1305/1306/1307/1308/1309/1310/1311/1312/1313/1314/1315/1316/1317/1318/1319/1320/1321/1322/1323/1324/1325/1326/1327/1328/1329/1330/1331/1332/1333/1334/1335/1336/1337/1338/1339/1340/1341/1342/1343/1344/1345/1346/1347/1348/1349/1350/1351/1352/1353/1354/1355/1356/1357/1358/1359/1360/1361/1362/1363/1364/1365/1366/1367/1368/1369/1370/1371/1372/1373/1374/1375/1376/1377/1378/1379/1380/1381/1382/1383/1384/1385/1386/1387/1388/1389/1390/1391/1392/1393/1394/1395/1396/1397/1398/1399/1400/1401/1402/1403/1404/1405/1406/1407/1408/1409/1410/1411/1412/1413/1414/1415/1416/1417/1418/1419/1420/1421/1422/1423/1424/1425/1426/1427/1428/1429/1430/1431/1432/1433/1434/1435/1436/1437/1438/1439/1440/1441/1442/1443/1444/1445/1446/1447/1448/1449/1450/1451/1452/1453/1454/1455/1456/1457/1458/1459/1460/1461/1462/1463/1464/1465/1466/1467/1468/1469/1470/1471/1472/1473/1474/1475/1476/1477/1478/1479/1480/1481/1482/1483/1484/1485/1486/1487/1488/1489/1490/1491/1492/1493/1494/1495/1496/1497/1498/1499/1500/1501/1502/1503/1504/1505/1506/1507/1508/1509/1510/1511/1512/1513/1514/1515/1516/1517/1518/1519/1520/1521/1522/1523/1524/1525/1526/1527/1528/1529/1530/1531/1532/1533/1534/1535/1536/1537/1538/1539/1540/1541/1542/1543/1544/1545/1546/1547/1548/1549/1550/1551/1552/1553/1554/1555/1556/1557/1558/1559/1560/1561/1562/1563/1564/1565/1566/1567/1568/1569/1570/1571/1572/1573/1574/1575/1576/1577/1578/1579/1580/1581/1582/1583/1584/1585/1586/1587/1588/1589/1590/1591/1592/1593/1594/1595/1596/1597/1598/1599/1600/1601/1602/1603/1604/1605/1606/1607/1608/1609/1610/1611/1612/1613/1614/1615/1616/1617/1618/1619/1620/1621/1622/1623/1624/1625/1626/1627/1628/1629/1630/1631/1632/1633/1634/1635/1636/1637/1638/1639/1640/1641/1642/1643/1644/1645/1646/1647/1648/1649/1650/1651/1652/1653/1654/1655/1656/1657/1658/1659/1660/1661/1662/1663/1664/1665/1666/1667/1668/1669/1670/1671/1672/1673/1674/1675/1676/1677/1678/1679/1680/1681/1682/1683/1684/1685/1686/1687/1688/1689/1690/1691/1692/1693/1694/1695/1696/1697/1698/1699/1700/1701/1702/1703/1704/1705/1706/1707/1708/1709/1710/1711/1712/1713/1714/1715/1716/1717/1718/1719/1720/1721/1722/1723/1724/1725/1726/1727/1728/1729/1730/1731/1732/1733/1734/1735/1736/1737/1738/1739/1740/1741/1742/1743/1744/1745/1746/1747/1748/1749/1750/1751/1752/1753/1754/1755/1756/1757/1758/1759/1760/1761/1762/1763/1764/1765/1766/1767/1768/1769/1770/1771/1772/1773/1774/1775/1776/1777/1778/1779/1780/1781/1782/1783/1784/1785/1786/1787/1788/1789/1790/1791/1792/1793/1794/1795/1796/1797/1798/1799/1800/1801/1802/1803/1804/1805/1806/1807/1808/1809/1810/1811/1812/1813/1814/1815/1816/1817/1818/1819/1820/1821/1822/1823/1824/1825/1826/1827/1828/1829/1830/1831/1832/1833/1834/1835/1836/1837/1838/1839/1840/1841/1842/1843/1844/1845/1846/1847/1848/1849/1850/1851/1852/1853/1854/1855/1856/1857/1858/1859/1860/1861/1862/1863/1864/1865/1866/1867/1868/1869/1870/1871/1872/1873/1874/1875/1876/1877/1878/1879/1880/1881/1882/1883/1884/1885/1886/1887/1888/1889/1890/1891/1892/1893/1894/1895/1896/1897/1898/1899/1900/1901/1902/1903/1904/1905/1906/1907/1908/1909/1910/1911/1912/1913/1914/1915/1916/1917/1918/1919/1920/1921/1922/1923/1924/1925/1926/1927/1928/1929/1930/1931/1932/1933/1934/1935/1936/1937/1938/1939/1940/1941/1942/1943/1944/1945/1946/1947/1948/1949/1950/1951/1952/1953/1954/1955/1956/1957/1958/1959/1960/1961/1962/1963/1964/1965/1966/1967/1968/1969/1970/1971/1972/1973/1974/1975/1976/1977/1978/1979/1980/1981/1982/1983/1984/1985/1986/1987/1988/1989/1990/1991/1992/1993/1994/1995/1996/1997/1998/1999/2000/2001/2002/2003/2004/2005/2006/2007/2008/2009/2010/2011/2012/2013/2014/2015/2016/2017/2018/2019/2020/2021/2022/2023/2024/2025/2026/2027/2028/2029/2030/2031/2032/2033/2034/2035/2036/2037/2038/2039/2040/2041/2042/2043/2044/2045/2046/2047/2048/2049/2050/2051/2052/2053/2054/2055/2056/2057/2058/2059/2060/2061/2062/2063/2064/2065/2066/2067/2068/2069/2070/2071/2072/2073/2074/2075/2076/2077/2078/2079/2080/2081/2082/2083/2084/2085/2086/2087/2088/2089/2090/2091/2092/2093/2094/2095/2096/2097/2098/2099/2100/2101/2102/2103/2104/2105/2106/2107/2108/2109/2110/2111/2112/2113/2114/2115/2116/2117/2118/2119/2120/2121/2122/2123/2124/2125/2126/2127/2128/2129/2130/2131/2132/2133/2134/2135/2136/2137/2138/2139/2140/2141/2142/2143/2144/2145/2146/2147/2148/2149/2150/2151/2152/2153/2154/2155/2156/2157/2158/2159/2160/2161/2162/2163/2164/2165/2166/2167/2168/2169/2170/2171/2172/2173/2174/2175/2176/2177/2178/2179/2180/2181/2182/2183/2184/2185/2186/2187/2188/2189/2190/2191/2192/2193/2194/2195/2196/2197/2198/2199/2200/2201/2202/2203/2204/2205/2206/2207/2208/2209/2210/2211/2212/2213/2214/2215/2216/2217/2218/2219/2220/2221/2222/2223/2224/2225/2226/2227/2228/2229/2230/2231/2232/2233/2234/2235/2236/2237/2238/2239/2240/2241/2242/2243/2244/2245/2246/2247/2248/2249/2250/2251/2252/22

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody

From: Fayetteville Sewer Committee
David Jurgens, Water & Wastewater Director



Date: November 3, 2006

Subject: Approval of an amendment to the Engineering contract with the RJN Group, Inc., in the amount of \$953,049.00, for Design and Construction Phase Services pertaining to Technical Design, Engineering, Corps of Engineer and Stormwater Permit Issues for the West Side and Farmington Area Wastewater System Improvement Project, Subprojects WL-10, WL-11, and WL-12, and approve a contingency of \$40,000.00. Funds are available in Fiscal Year 2006 WSIP budget.

RECOMMENDATION

Fayetteville City Administration recommends approval of an amendment to the Engineering contract with the RJN Group, Inc., in the amount of \$953,049.00, for design and construction phase services pertaining to Technical Design, Engineering, Corps of Engineer and stormwater permitting for the west side and Farmington area Wastewater System Improvement Project, Subprojects WL-10, WL-11, and WL-12, and approval a contingency of \$40,000.00. Funds are available in Fiscal Year 2006 WSIP budget. This is a cost share between Fayetteville and Farmington; Fayetteville is executing contract management. Farmington is paying \$480,000 of the total amount, leaving a net Fayetteville cost of \$513,049.00.

BACKGROUND

Design work for the Farmington and southwest portion of Fayetteville portions of the WSIP was deferred pending the results of the Farmington-Fayetteville sewer negotiations. The negotiations are complete, and identified the desired layout of the sewer system in this area. The layout is functionally the same as that which was proposed in the WSIP Master Facilities Plan in August, 2001. Pipe and pump station capacities have been updated to match Northwest Arkansas Regional Planning's population projections through the year 2030.

DISCUSSION

This amendment covers final design, construction inspection, and wetlands and storm water protection best management plans for WSIP subprojects WL-10 (13,300' of 24" gravity transmission line), WL-11 (9,700' of 18" sewer force main from the lift station to the West Side WWTP), and WL-12 (relocated lift station # 12) in Farmington. RJN will perform design and construction inspection services as they have for all other aspects of the WSIP west line work. Due to the time constraints involved and the fact that both cities will be paying for portions of the engineering work, the environmental work is included as a subcomponent of this contract. Thus ECO, which is doing the environmental and stormwater design and construction phased work for the rest of the WSIP, is subcontracted to RJN for the work covered under this amendment.

BUDGET IMPACT

Funds are approved in the Fiscal Year 2006 WSIP budget. Costs will be shared by Fayetteville and Farmington. Farmington, in the sewer services contract, has agreed to pay up to \$480,000 of this engineering cost. Fayetteville will invoice Farmington and Farmington will reimburse Fayetteville.

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENT #4 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH RJN GROUP, INC. IN THE AMOUNT OF \$953,049.00 TO PROVIDE DESIGN AND CONSTRUCTION PHASE SERVICES PERTAINING TO TECHNICAL DESIGN, ENGINEERING, CORPS OF ENGINEERS AND STORMWATER PERMIT ISSUES FOR THE WEST SIDE AND FARMINGTON AREA WASTEWATER SYSTEM IMPROVEMENT PROJECT (SUBPROJECTS WL-10, WL-11 AND WL-12); AND APPROVING A CONTINGENCY IN THE AMOUNT OF \$40,000.00.

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 Contract Amendment #4 to the Agreement for Professional Engineering Services with RJN Group, Inc. in the amount of \$953,049.00 to provide design and construction phase services pertaining to technical design, engineering, Corps of Engineers and Stormwater permit issues for the West Side and Farmington Area Wastewater System Improvement Project (WSIP Subprojects WL-10, WL-11 and WL-12. A copy of Amendment #4 marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a contingency in the amount of \$40,000.00.00.

PASSED and APPROVED this 21st day of November, 2006.

DRAFT

ATTEST:
By _____
SONDRA SMITH, City Clerk

APPROVED:
By _____
DAN COODY, Mayor

AMENDMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN
CITY OF FAYETTEVILLE, ARKANSAS
RJN GROUP INC.

WHEREAS, On July 15, 2003, the **City of Fayetteville, Arkansas (City of Fayetteville)** and **RJN Group, Inc.** of Dallas, Texas entered into an Agreement for engineering services in connection with the Wastewater System Improvement Project, and in particular the Westside Collection System Improvements (the "Project"). The scope of these services included the final design and bidding services, and

WHEREAS, **RJN Group, Inc.** has proceeded with these services in accordance with the scope set forth in the Agreement, and

WHEREAS, **City of Fayetteville** requests that the scope of **RJN Group, Inc.**'s services to be amended to accommodate design changes requested by the **City of Fayetteville**; and

WHEREAS, **RJN Group Inc.** agrees to provide the amended scope of services for a lump sum fee increase of \$1,095,291. A total of \$142,242 is remaining under Optional Services in the July 15, 2003 Agreement leaving \$953,049 to be included in this Amendment No. 4.

NOW THEREFORE, in consideration of the mutual covenants and Agreements herein contained, **City of Fayetteville** and **RJN Group Inc.**, the parties hereto, stipulate and agree that the Agreement for Engineering Services dated July 15, 2003, is hereby amended in the following particulars:

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

SECTION 3, 3.2.2 – Revisions to drawings, specifications or other documents made necessary by adjustments in the **City of Fayetteville**'s program, more specifically as defined in Attachment A attached hereto and made part of this Agreement.

SECTION 6 - PAYMENTS TO RJN GROUP INC

For the scope of additional services set forth in this Amendment No. 4 **Fayetteville** shall pay **RJN** the amended lump sum amount of **NINE HUNDRED FIFTY-THREE THOUSAND, FORTY-NINE DOLLARS AND NO CENTS (US \$953,049.00)**. The total amount of the Agreement including final design, bidding phase services, and construction phase services shall not exceed **FIVE MILLION, TWO HUNDRED EIGHTY-FIVE THOUSAND, EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$5,285,888.00)**.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed
this ____ day of _____, 2006.

City of Fayetteville, Arkansas

RJN Group, Inc.

By: _____

Dan Coody
Mayor

By: Hugh W. Helso

Hugh Helso
Vice President

ATTEST:

ATTEST:

Sondra Smith
City Clerk

Attachments:

Attachment A: Scope of Services

Attachment B: Cost Estimate

**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 _____.

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 an interceptor sewer, pump station, and force main necessary to reroute the areas tributary to the City of Farmington Lift Stations to the proposed Westside Wastewater Treatment Plant. A summary of the sewer improvements is presented in Table A-1.

PHASE I

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) Develop and maintain project Completion schedule throughout project.
 - g) 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 consultants to coordinate design activities. (A total of 6 meetings is anticipated)
 - c) Meet with ANRC, AHTD, and ADHHS as necessary to obtain permits for construction of project.
 - d) Prepare and participate in a Value Engineering session with City of Fayetteville and City's consultant. One three (3) 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 with City of Fayetteville and/or City of Farmington to provide periodic updates on the progress of the final design as requested by the Water and Wastewater 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 all plans, field notes, plats, maps, legal descriptions, or other specified documents prepared in conjunction with the requested services 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.

The minimum information to be provided in the plans shall include:

- 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 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 Washington County 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 one (1) permit is 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 38 easements are anticipated.
- b) Revise easements as required to obtain approval from property owners. A total of 9 revisions are anticipated.

3. **404/Phase II Stormwater Permitting**

All required 404 permits (Wetland delineation and mitigation) and Phase II Stormwater permits will be prepared by a subconsultant to **RJN Group, Inc.** **RJN Group, Inc.** will coordinate permitting activities with subconsultant and will incorporate all requirements into project specifications. Subconsultant shall provide Technical Specifications to address environmental, archeological, and other environmental permitting requirements as necessary. These specifications will be incorporated into the Construction Documents.

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 bid as one construction project containing three separate units or contracts.

1. Final Engineering Pipe Line Design

Sewers WL-10 (Interceptor) and WL-11 (Force Main) - 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 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.
- 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 the existing lift station(s) to be abandoned and include in the construction plans.
- g) RJN Group, Inc. will consult with the City and OMI to develop a cut-over and startup plan to bring the new sewer system on line.

2. Lift Station Design - WL-12 Lift Station No. 12

RJN Group, Inc. will conduct engineering design as follows:

- a) Lift Station No. 12 (Relocated)
 - 1) Prepare detailed Basis of Design for Lift Station No. 12 (Relocated) force main hydraulics, basic pump/wet well 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.
- b) 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.

3. **Odor Control**
RJN Group, Inc. will conduct engineering as follows:
 - a) Conduct final Process Design for selection of Farmington Lift Station odor control equipment.
 - 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.
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 Loan 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. 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 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.

PHASE II – BIDDING SERVICES

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 Natural Resources Commission, 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 City 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. **RJN Group, Inc.** shall organize, convene, and conduct a Pre-Bid Conference. **RJN Group, Inc.** shall 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 the 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.

PHASE III - CONSTRUCTION PHASE

1. Consult with and advise City of Fayetteville and act as City of Fayetteville's Engineer as provided in City of Fayetteville's General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of **RJN Group Inc.** as assigned in said General Conditions shall not be modified without **RJN Group Inc.**'s written consent.
2. Conduct Construction Phase Services in accordance with the Arkansas Natural Resources Commission Rules Governing the Arkansas Clean Water Revolving Loan Fund Program and as directed by the City of Fayetteville.
3. Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.
4. Resident Services During Construction
 - a. A Resident Project Inspector(s) and assistants shall be furnished and shall act as directed by **RJN Group Inc.** in order to provide more extensive representation at the Project site during the Construction Phase. The cost estimate is based on the assumption that each resident Project Inspector/Assistant will be responsible for overseeing the construction of the two pipe line projects. A total of 3,418 hours of resident inspector hours are included in the cost estimate attached hereto as Attachment A.
 - b. The Resident Project Inspector, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist **RJN Group Inc.** in determining that the Project is proceeding in accordance with the Contract Documents, but the furnishing of such resident project representation shall not make **RJN Group Inc.** responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.
5. Issue all instructions of City of Fayetteville to Contractor(s); prepare routine Change Orders as required; act as initial interpreter of the terms and conditions of the Contract Documents and judge of the performance there under by the parties thereto, and make recommendations to City of Fayetteville on claims of City of Fayetteville and Contractor(s) relating to the execution and

progress of the Work and other matters and questions related thereto; but RJN Group Inc. shall not be liable for the results of any such recommendations, interpretations, or decisions rendered by RJN Group Inc. in good faith.

6. Review Contractor(s)' applications for payment and supporting data, determine the amounts owing to Contractor(s), and recommend approval in writing to City of Fayetteville of all payments to Contractor(s) in accordance with the Contract Documents.
7. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents, and if each Contractor has fulfilled all of his obligations there under so that RJN Group Inc. may recommend approval, in writing to City of Fayetteville, of final payment to each Contractor.
8. Post Construction Phase
 - a. Provide qualified personnel during equipment start-up and instruct City of Fayetteville's personnel in equipment function and intended use.
9. Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and RJN Group Inc.'s Resident Project Inspector.

Table A-1

LIMITS OF DESIGN

Sewer Pipeline	Diameter (in)	Length (lf)
WL-10 Farmington Interceptor Sewer	12-24	13,322
WL-11 Force Main from LS # 12 to WS WWTP	18	<u>9,683</u>
Total		23,005

Lift Stations	Extent of Improvements
WL-12 Farmington Lift Station (LS #12)	New Station

Table 2-A

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.

MATERIALS LABORATORY

REVISED SEPTEMBER 2006

GEOTECHNICAL INVESTIGATION SCOPE AND FEE SCHEDULE

FARMINGTON SEWER LINES & PUMP STATIONS

WEST SIDE TREATMENT FACILITIES

FAYETTEVILLE, ARKANSAS

for

RJN

DALLAS, TEXAS

September 28, 2006

P.O. Box 1229

Fayetteville, Arkansas 72702-1229

479-587-1101

FAX 479-443-9241

Item No.	Item Description / ASTM Designation	Quantity	Units	Unit Price	Extended
1	Equipment Mobilization and Demobilization (Per Trip)	12	Trips	\$75.00	\$900.00
	Engineering Technician (For Utility Locations "One Call")	16	HR	\$65.00	\$1,040.00
	Dozer Rental (For Clearing Sites) (4 Hr. Minimum per day)	40	HR	\$90.00	\$3,600.00
	Soils Technician (Clearing of Sites)	24	HR	\$45.00	\$1,080.00
	Soils Technician (Site Access Negotiations)	40	HR	\$45.00	\$1,800.00
			Subtotal		\$8,420.00
2	Boring Setup Charges	78	EA	\$35.00	\$2,730.00
	Drill Rig and Crew Standby Time (During Clearing)	16	HR	\$110.00	\$1,760.00
	Boring Layout	40	HR	\$65.00	\$2,600.00
			Subtotal		\$7,090.00
3	Soil Drilling and Sampling, ASTM D-1586 & ASTM D-1587				
	Soil Drilling (78 Borings - 8 feet to 25 feet max.)	900	LF	\$10.00	\$9,000.00
	Rock Drilling	50	LF	\$13.00	\$650.00
	Diamond Core Drilling	200	LF	\$35.00	\$7,000.00
			Subtotal		\$16,650.00
4	Soil and Rock Laboratory Testing				
	ASTM D-2216, Moisture Content Determination	160	EA	\$10.00	\$1,600.00
	ASTM D-4318, Liquid and Plastic Limit of Soils	75	EA	\$50.00	\$3,750.00
	ASTM D-422, Gradation Analysis of Soils (6 Sieves)	75	EA	\$50.00	\$3,750.00
	ASTM D-2166, Unconfined Compressive Strength of Soils	80	EA	\$40.00	\$3,200.00
	ASTM D-2166, Dry Unit Weight of Soil Specimens	80	EA	\$10.00	\$800.00
			Subtotal		\$13,100.00
5	Geotechnical Engineering Report and Recommendations				
	Engineering Supervision (Project Manager)	10	HR	\$140.00	\$1,400.00
	Engineering Analysis & Recommendations (Project Engr.)	24	HR	\$90.00	\$2,160.00
	Boring Log Preparation (Senior Draftsman)	50	HR	\$72.00	\$3,600.00
	Boring Plot Plan Preparation (Draftsman)	8	HR	\$60.00	\$480.00
	Report Preparation (Clerical)	2	HR	\$45.00	\$90.00
			Subtotal		\$7,730.00

ESTIMATED GEOTECHNICAL INVESTIGATION AND ENGINEERING

Any Additional Items shall be according to attached Fee Schedule

\$52,990.00

SUBMITTED BY:

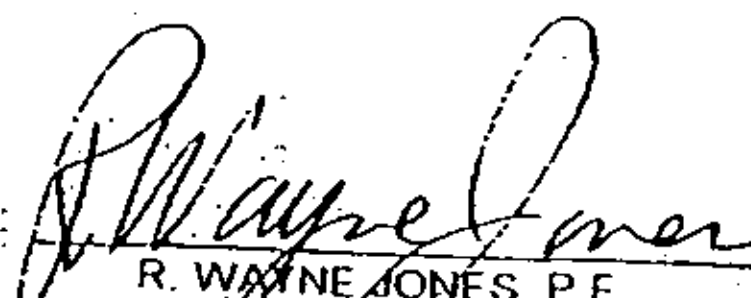

 R. WAYNE JONES, P.E.
 Vice President

Table 2-A (Cont.)



MATERIALS LABORATORY

P.O. Box 1129

Fayetteville, Arkansas 72702-1129

479-587-1103

FAX 479-443-9241

GEOTECHNICAL INVESTIGATION FEE SCHEDULE

June 2006

CATEGORY	HOURLY RATE
Mobilization of \$2.10/mile (each way) ** (from Fayetteville, Ark.)	\$ 75.00 minimum
Soil Drilling including Sampling	8.50 per foot
Rock Drilling (Rotary Bit) *	12.00 per foot
Rock Coring (Diamond Bit) ***	32.00 per foot
Setting Casing Through Overburden, as required	8.00 per foot
Boring Setup Charge	35.00 per each
Standby Time (Rig and Crew On-Site), if required	110.00 per hour
Layout of Boring	60.00 per hour
Crew Travel Time	60.00 per hour
Per Diem (per night)	70.00 per man
Atterberg Limits	45.00 each
Moisture Content	12.00 each
Unit Weight Test (Soil Sample)	12.00 each
Unconfined Compression Test	40.00 each
Gradation Tests Dry Sieve	8.00 each
Wet Sieve	35.00 each
California Bearing Ratio (CBR) with Std Proctor	250.00 each
with Mod Proctor	275.00 each
In-situ Permeability	150.00 each
In-situ Permeability (Flexwall)	250.00 each
Remolded Sample	90.00 each
Triaxial Test (Single Stage)	135.00 each
Triaxial Test (Multi-Stage)	180.00 each
Remolded Sample	50.00 each
Draftsman	50.00 per hour
Senior Draftsman	60.00 per hour
Clerical	45.00 per hour
Design Engineer	80.00 per hour
Project Engineer (Soils Engr.)	90.00 per hour
Project Manager (Senior, Soils Engr.)	130.00 per hour
Principal Engineer	140.00 per hour
Senior Engineering Technician	72.00 per hour
Engineering Technician	55.00 per hour
Soils Technician	40.00 per hour
Two Flagmen	75.00 per hour
Mileage	0.42 per mile
Backhoe Rental (4 hour minimum)	75.00 per hour (min)
Dozer Rental (4 hour minimum)	90.00 per hour (min)
* Rock Bits	300.00 each
*** Diamond Bits	525.00 each

** The Client is responsible for providing access to the site. The Client is responsible for all costs for site mobilization through unstable soil when a dozer is required to move the drill rig around the site. The Client is responsible for all costs involving clearing and access path to each boring location. The Client is responsible for drill bit costs while drilling into and/or through a chert, a very hard limestone formation, or other very hard formation, whenever new or slightly used drill bits are worn out during the drill operations.

Hourly Rates subject to adjustment annually

PROFESSIONAL SERVICES COST BREAKDOWN
CITY OF FAYETTEVILLE, ARKANSAS
ATTACHMENT B

Work Task Description		HOURLY RATE WORK										Total Cost Estimate	
		PD	PM	PE	CE	CADD	CLUT	LABOR	Direct Cost (\$)				
Part A - Project Administration and Management		hr	hr	hr	hr	hr	hr	hr					
1. Project Administration													
a. Perform Project Initiation Activities		2	14	8	6	0	2		\$ 3,590		\$ 3,590		
b. Perform General Administration and Project Management		23	100	18	0	0	26		\$ 20,285		\$ 20,285		
c. Finalize Agreements with Subconsultants		2	8	3	2	6	9		\$ 2,875		\$ 2,875		
d. Perform Internal Project Control		0	2	4	6	12	0		\$ 2,070		\$ 2,070		
e. Monthly Progress Reports (6)		8	16	4	0	2	2		\$ 4,080		\$ 4,080		
f. Develop / Maintain Schedule		0	1	6	10	8	4		\$ 2,440		\$ 2,440		
g. Incorporate / Maintain Standards		0	5	15	1	4	2		\$ 2,665		\$ 2,665		
Subtotal		35	146	68	25	32	45		\$ 38,005		\$ 38,005		
2. Coordination / VE Meetings													
a. Attend Project Kickoff Meeting		4	4	1	0	0	1		\$ 1,345	\$ 540	\$ 1,885		
b. Attend Monthly Meetings (6)		24	36	8			2		\$ 9,570	\$ 3,300	\$ 12,870		
c. Meet with Ark. ANRC, AHTD, and DOH		0	8	3	1		2		\$ 1,555	\$ 540	\$ 2,095		
d. Participate in Value Engineering Session (1 @ 3 days ea)		24	24	4	5	1	0		\$ 7,980	\$ 1,500	\$ 9,480		
e. Attend Council Meetings		4	4	2			2		\$ 1,510		\$ 1,510		
Subtotal		56	76	18	6	1	7		\$ 21,960	\$ 5,880	\$ 27,840		
Part B - Design Survey													
1. Surveys for Design													
a. Field Survey		2	12	3	6	40			\$ 5,700		\$ 5,700		
b. Public Notification													
Subconsultant Cost													
Subtotal		2	12	3	6	40	0		\$ 5,700	\$ 84,504	\$ 90,204		
Part C - Permits and Easements													
1. Permits													
Subconsultant Cost		1	8	10	8				\$ 2,885		\$ 2,885		
Subtotal		1	8	10	8	0	0		\$ 2,885		\$ 2,885		
2. Right of Way / Easement Preparation													
a. Right of Way / Easement Preparation (38)		1	6	8	4				\$ 2,085		\$ 2,085		
b. Easement Revisions (9)			2	4	6				\$ 1,170		\$ 1,170		
Subconsultant Cost													
Subtotal		1	8	12	10	0	0		\$ 3,255	\$ 37,932	\$ 41,187		
3. 404 / Phase II Stormwater Permitting Coordination		1	5	25	27	49	2		\$ 9,415		\$ 9,415		
Subconsultant Cost													
Subtotal		1	5	25	27	49	2		\$ 9,415	\$ 60,003	\$ 69,418		

PROFESSIONAL SERVICES COST BREAKDOWN
CITY OF FAYETTEVILLE, ARKANSAS
ATTACHMENT B

Work Task Description	HOURLY RATE WORK										Total Cost Estimate
	PD		PM		PE		Estimated Manhours			TOTAL LABOR	Direct Cost (\$)
	hr		hr		hr		CE	CADD	CL/OT		
Part D - Construction Plans and Specifications											
1. Geotechnical Investigation	1		6		4		12	12		\$ 3,265	\$ 55,640
Subconsultant Cost									0	\$ 3,265	\$ 55,640
Subtotal	1		6		4		12	12	0	\$ 3,265	\$ 55,640
2. Pipeline Design											
a. LS11-LS12 Interceptor											
1. Prepare Layout Sheets	2		8		16		24	96	0	\$ 12,210	\$ 12,210
2. Prepare Project Plan and Profile Sheets	5		45		103		237	460	0	\$ 71,620	\$ 2,050
3. Existing Utility and Easement Coord.	1		4		3					\$ 985	\$ 985
4. Prepare Standard and Special Details	0		2		18		32	42	0	\$ 7,930	\$ 7,930
5. Prepare Demolition / Cutover Plans	1		4		10		28	38		\$ 6,915	\$ 6,915
6. Sequence Planning	1		6		8		12			\$ 2,765	\$ 2,765
7. Takeoffs and Estimate of Probable Cost	2		1		2		24	0	6	\$ 3,090	\$ 3,090
8. Technical Specifications	2		10		2		16	0	36	\$ 5,530	\$ 5,530
9. Project Manual	1		2		4		4		12	\$ 1,945	\$ 1,600
10. QA/QC	2		9		2		5	32	0	\$ 4,525	\$ 4,525
Subtotal	17		91		168		382	668	64	\$ 117,515	\$ 3,650
b. LS12-WWTP Force Main											
1. Prepare Layout Sheets	2		10		14		32	82		\$ 11,900	\$ 11,900
2. Prepare Project Plan and Profile Sheets	2		25		58		152	270		\$ 42,550	\$ 2,050
3. Existing Utility and Easement Coord.	1		10		7					\$ 2,165	\$ 2,165
4. Prepare Standard and Special Details	1		2		2		22	32		\$ 4,895	\$ 4,895
5. Prepare Cutover Plans	1		2		4		32	48		\$ 7,145	\$ 7,145
6. Sequence Planning	1		2		6		16	8		\$ 2,985	\$ 2,985
7. Takeoffs and Estimate of Probable Cost	2		1		4		18	0	4	\$ 2,650	\$ 2,650
8. Technical Specifications	1		2		6		20	0	12	\$ 3,505	\$ 3,505
9. Project Manual	1		2		4		9		12	\$ 2,370	\$ 600
10. QA/QC	2		8		2		12	24	0	\$ 4,390	\$ 4,390
Subtotal	14		64		107		313	464	28	\$ 84,555	\$ 2,650

PROFESSIONAL SERVICES COST BREAKDOWN
CITY OF FAYETTEVILLE, ARKANSAS
ATTACHMENT B

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. Lift Station #12 Design											
a. Hamesring Lift Station											
1. Basis of Design	1	24	12	24	62	8	\$ 11,695	\$ 872	\$ 12,567		
2. Mechanical Design	2	12	16	72	106		\$ 17,560		\$ 17,560		
3. Structural Design	2	10	50	65	86		\$ 18,605		\$ 18,605		
4. HVAC Design	1	4					\$ 685	\$ 9,400	\$ 10,085		
5. Architectural Design	1	4					\$ 685	\$ 14,300	\$ 14,985		
6. Electrical Design	1	2					\$ 425	\$ 20,584	\$ 21,009		
7. Instrumentation Design	1	2					\$ 425		\$ 425		
8. Lift Station Specifications	4	3	40	28	0	24	\$ 8,990		\$ 8,990		
Subtotal	13	61	118	189	254	32	\$ 59,070	\$ 45,156	\$ 104,226		
4. Odor Control Design											
a. Final Process Design	1	4	1	1	8		\$ 1,470		\$ 1,470		
b. Select / Size Equipment		4	1	1	8		\$ 1,305		\$ 1,305		
c. Select/size forcemain air release valve scrubbers	1	4	1	1	8		\$ 1,470		\$ 1,470		
d. Specifications		10	1	1	8		\$ 2,085		\$ 2,085		
Sub-Consultant cost											
Subtotal	2	22	4	4	32	0	\$ 6,330	\$ 45,675	\$ 52,005		
5. Document Submittal											
a. 30% Complete (1)	1	4	6	6	12		\$ 2,695	\$ 1,350	\$ 4,045		
b. 90% Complete (1)	1	4	6	6	12		\$ 2,695	\$ 1,350	\$ 4,045		
c. Review Comments w/ City (1)											
Subtotal	2	8	12	12	24	0	\$ 5,390	\$ 2,700	\$ 8,090		
6. Final Construction Submittal (1)	1	4	6	4	16		\$ 2,825		\$ 2,825		
Subtotal	1	4	6	4	16	0	\$ 2,825		\$ 2,825		
Part E - Bidding Assistance (1 package)											
1. Bidding Notices	1	1	1	0	0	2	\$ 525		\$ 525		
2. Prepare Addenda	1	2	2			5	\$ 950		\$ 950		
3. Secure Wage Rate Information	1	1	3	2		2	\$ 895		\$ 895		
4. Track Bid Documents	1	2	2	2		16	\$ 1,835		\$ 1,835		
5. Attend Pre-Bid Conference	1	3	1			1	\$ 720	\$ 3,500	\$ 4,220		
6. Review Bids	1	4	2			4	\$ 1,145		\$ 1,145		
7. Review / Check Contractor References	1	2	1	2		2	\$ 825		\$ 825		
8. Bid Recommendations to City	1	1	2	2		2	\$ 795		\$ 795		
9. Attend Water and Sewer Committee / City Council Mtg	1	4	1				\$ 785		\$ 785		
Subconsultant Cost											
Subtotal	9	20	15	8	0	34	\$ 8,475	\$ 3,500	\$ 11,975		

PROFESSIONAL SERVICES COST BREAKDOWN
CITY OF FAYETTEVILLE, ARKANSAS
ATTACHMENT B

Work Task Description	HOURLY RATE WORK										Total Cost Estimate
	Estimated Manhours							TOTAL LABOR	Direct Cost (\$)		
	PD	PM	PE	CE	CADD	CL/OT					
	hr	hr	hr	hr	hr	hr					
Part F - Construction Services	26	234	70	3434	37	32					
1. Project Management	7	96	28			12		\$ 17,215		\$ 17,215	
2. Construction Mgmt	8	36	12			10		\$ 7,850	\$ 2,850	\$ 10,700	
3. Inspection - WL 10		12	4	806				\$ 70,470	\$ 5,398	\$ 75,868	
4. Inspection - WL 11		12	4	806				\$ 70,470	\$ 5,398	\$ 75,868	
5. Inspection - WL 12		20	6	1806				\$ 156,710	\$ 15,438	\$ 172,148	
6. WL 12 Structural Review		8						\$ 1,040		\$ 1,040	
7. WL 12 Elect Review								\$	\$ 8,000	\$ 8,000	
8. WL 12 Instrument Review								\$	\$ 2,000	\$ 2,000	
9. WL 12 Pump Tests		10						\$ 1,300		\$ 1,300	
10 Project Start Up		14	4			0		\$ 2,220		\$ 2,220	
11 Meetings	10	24	8			4		\$ 5,830	\$ 1,017	\$ 6,847	
12 Record Drawing Prep	1	2	4	16	37	6		\$ 5,350	\$ 800	\$ 6,150	
Subtotal	26	234	70	3434	37	32		\$ 338,455	\$ 40,901	\$ 379,356	
TOTAL	181	765	630	4440	1629	234		\$ 707,100	\$ 388,191	\$ 1,095,291	
Less Amount Remaining in Optional Services from Original Contract										\$ 142,242	
Total Amount of Amendment 4										\$ 953,049	

City Of Fayetteville

(Not a Purchase Order)

Requestion No.: _____ Date: **11/22/2006**

P.O Number: _____ Expected Delivery Date: _____

Vendor #: **291** Vendor Name: **RJN Group, Inc.**

Address: **12160 Abrams Road, Suite 400**

City: **Dallas** State: **TX**

Requester: _____

Fob Point: _____ Zip Code: **75243** Ship to code: _____

Requester's Employee #: **490** Extension: **386**

Division Head Approval: *[Signature]*

Mail Yes: ☒ No: ☐ Faxable Yes: ☒ No: ☐ Quotes Attached Yes: ☐ No: ☐

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Engineering Services, Wastewater System	1	EA	953,049.00	\$953,049.00	4480-9480-5315.00	02133-0401		
2	Improvement Project, WL-10, WL-11, and WL-12				\$0.00				
3	Farmington and Western Fayetteville Area				\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions: _____

Subtotal: **\$953,049.00**

Tax: **\$0.00**

Total: **\$953,049.00**

Approvals: _____

Mayor: _____ Department Director: _____

Finance & Internal Services Director: _____ Budget Manager: _____

Dispatch Manager: _____ Utilities Manager: _____

IT Manager: _____

Purchasing Manager: _____

Other: _____

**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

21-Nov-06
City Council Meeting Date

<u>David Jurgens</u> Submitted By	<u>WW System Improvement Project</u> Division	<u>Water/Wastewater</u> Department
--------------------------------------	--	---------------------------------------

Action Required:

Fayetteville City Administration recommends approval of an Engineering contract with Robinson, Stafford and Rude, Inc., (RSR) in the amount of \$39,844.00, for value engineering (VE) services with respect to the Farmington and western Fayetteville area WSIP engineering design. Funds are available in Fiscal Year 2006 WSIP budget. Although Fayetteville is executing contract management and oversight, Farmington is bearing the full cost of this study and will reimburse Fayetteville when the expenses are incurred, leaving no net cost to the City of Fayetteville.

<u>\$0.00</u> Cost of this request	<u>\$ 114,765,766</u> Category / Project Budget	<u>Wastewater System Imp Project</u> Program Category / Project Name
<u>4480.9480.5315.00</u> Account Number	<u>\$ 109,705,364</u> Funds Used to Date	<u>Water and Wastewater</u> Program / Project Category Name
<u>02133-0401</u> Project Number	<u>\$ 5,060,402</u> Remaining Balance	<u>Water/Sewer</u> Fund Name

Budgeted Item ☒ Budget Adjustment Attached ☐

[Signature] 3 Nov 06
Department Director Date

[Signature] 11/7/06
City Attorney Date

Paul A. Besh 11-7-06
Finance and Internal Service Director Date

[Signature] 11/7/06
Mayor Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office
ENTERED
11/13/06

Received in Mayor's Office
ENTERED
11/13/06

Comments:

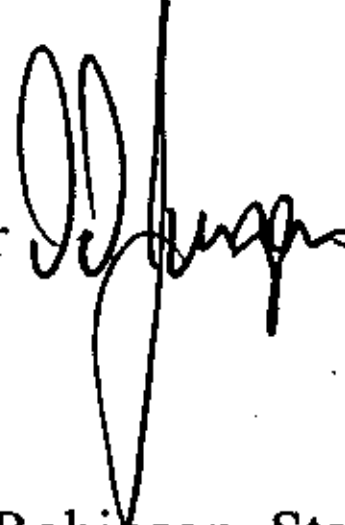
TABLED 12/5/06 City Council M14

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody

From: Fayetteville Sewer Committee
David Jurgens, Water & Wastewater Director



Date: November 3, 2006

Subject: Approval of an Engineering contract with Robinson, Stafford and Rude, Inc., (RSR) in the amount of \$39,844.00, for value engineering (VE) services with respect to the Farmington and western Fayetteville area WSIP engineering design.

RECOMMENDATION

Fayetteville City Administration recommends approval of an Engineering contract with Robinson, Stafford and Rude, Inc., (RSR) in the amount of \$39,844.00, for value engineering (VE) services with respect to the Farmington and western Fayetteville area WSIP engineering design. Although Fayetteville is executing contract management and oversight, Farmington is bearing the full cost of this study and will reimburse Fayetteville when the expenses are incurred.

BACKGROUND

Farmington intends to apply for Arkansas Natural Resources Commission Revolving Loan Fund support. In order to meet RLF requirements, a formal Value Engineering study must be performed on the design. RSR performed the VE studies for all other aspects of the WSIP, and the City was very pleased with their work. In order to ensure the same level of quality service as was applied to the entire WSIP, Farmington requested we use the same VE consultant. The VE is scheduled for mid-December, and must be completed at that time in order to not delay the overall project.

DISCUSSION

Design work for the Farmington and southwest portion of Fayetteville portions of the WSIP was deferred pending the results of the Farmington-Fayetteville sewer negotiations. The negotiations are complete, and identified the desired layout of the sewer system in this area. The contract between the two cities shall identify the mechanisms for cost reimbursement.

The VE study brings a highly experienced team of experts who have had no involvement with the project together to evaluate the project with a completely independent, detached viewpoint. The VE team will evaluate every aspect of the project to include routing, hardware, functional designs, construction methods, etc., in a focused effort to increase the net value of the project. The VE teams for the rest of the WSIP identified several improvements through their work.

BUDGET IMPACT

Farmington has agreed to reimburse Fayetteville for these VE services in the sewer services contract between Fayetteville and Farmington.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH ROBINSON, STAFFORD AND RUDE, INC. (RSR) IN THE AMOUNT OF \$39,844.00 (TO BE WHOLLY REIMBURSED BY THE CITY OF FARMINGTON) TO PROVIDE VALUE ENGINEERING SERVICES FOR THE FARMINGTON AND WEST FAYETTEVILLE AREA WASTEWATER SYSTEM IMPROVEMENT PROJECT ENGINEERING DESIGN.

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 for Professional Engineering Services with Robinson, Stafford and Rude, Inc. (RSR) in the amount of \$39,844.00 (to be wholly reimbursed by the City of Farmington) to provide value engineering services for the Farmington and West Fayetteville Area Wastewater System Improvement Project (WSIP) engineering design. A copy of the contract, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 21st day of November, 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

DRAFT

RSR PROFESSIONAL SERVICES AGREEMENT

PROJECT:**RSR PROJ. NO: 09701M****CONSULTANT****CLIENT**Robinson, Stafford & Rude, Inc.
(hereinafter RSR)City of Fayetteville, Arkansas
(hereinafter City of Fayetteville)**ADDRESS:**9206 W. 90th Street
Overland Park, KS 66212113 West Mountain Street
Fayetteville, AR 72701**TELEPHONE:**

913-381-0603

479-575-8330

FACSIMILE:

913-642-7883

479-575-8257

FED ID/BUS. NO.:

91-1809438

71-6018462

CONTACT NAME:

James L. Mohart

David Jurgens

PROJECT DESCRIPTION: Value Engineering Services for Wastewater System Improvement Project, Farmington and West Fayetteville Area, Subprojects WL-10, WL-11, and WL-12.**COMPENSATION:**

The total compensation under this Agreement shall not exceed the dollar amount indicated in this agreement, or the amount authorized by amendments and/or notices to proceed, whichever is lesser. The form of payment shall be as indicated below:

X LUMP SUM. Compensation for these services shall be a Lump Sum of \$ 39,844.00. or

~~TIME & MATERIALS. Compensation for these services will not exceed \$ _____ without written authorization, and will be based on the hours worked times the billing rates shown on the attached rate schedule, plus Reimbursable Expenses times a factor of 1.1, and RSR Costs times a factor of 1.1~~

In the event services beyond those specified in the Scope of Services, and not included in the compensation above, are required, RSR will submit a fee estimate for such services and a contract modification will be negotiated and approved by the City of Fayetteville prior to any effort being expended on such services.

RSR IS AUTHORIZED TO BEGIN SERVICES BASED ON: X execution of agreement or _____ written notice to proceed

TERMS OF CONTRACT

1. **EXECUTION AND INITIATION.** This Agreement becomes effective upon signatures by authorized representatives of City of Fayetteville and RSR and upon receipt of a fully executed original by both City of Fayetteville and RSR. RSR shall provide and complete these services in accordance with the terms of this Agreement and any Scope of Work herein and will initiate services as noted above.

2. **COMPLETION.** RSR will complete the services within the time specified in the Scope of work, unless delayed by actions beyond the control of RSR. Should such delays occur, the schedule shall be extended by the amount of the delay.

3. **TERMINATION.** This agreement shall remain in force until completion of the services and receipt of full payment by RSR, unless terminated by mutual agreement. Either party upon 10 days written notice may terminate this agreement for cause. In the event of such termination, City of Fayetteville will pay RSR the portion of the Compensation defined above which has been earned through the date of termination, including any RSR expenses associated with the termination.

4. **STANDARD OF CARE.** Services provided by RSR under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. RSR makes no warranty or guaranty, either express or implied.

5. **OWNERSHIP OF DOCUMENTS.** All documents, including documents on electronic media, prepared under this agreement are instruments of service and are, and shall remain the property of RSR. RSR retains all common law, statutory, and other reserved rights, including the copyright thereto. These documents shall not be used for any purpose other than those authorized under this Agreement without the prior written authorization of and appropriate compensation to RSR.

6. **MUTUAL UNDERSTANDING OF SERVICES.** City of Fayetteville and RSR agree that the purpose of value analysis and value engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by City of Fayetteville and their other professional advisors. Both parties understand that as a part of these services, RSR does no design work and makes no project decisions. City of Fayetteville and RSR agree that RSR will be liable to the City of Fayetteville only for damages arising from RSR's negligence in the performance of the Value Analysis or Value Engineering work itself, and only to the extent that such negligence damages the City of Fayetteville.

7. **SCHEDULE OF PAYMENTS** If compensation for the services under this agreement is Lump Sum, RSR will invoice City of Fayetteville for 100% of RSR subconsultant costs plus 80% of the RSR fee upon completion of the workshop and delivery to the City of Fayetteville of the preliminary report and the remaining 20% of the compensation upon delivery of the final report, as defined in the Scope of Work. If compensation is in another form, RSR will invoice the City of Fayetteville once for the services completed through completion of the workshop and delivery of the preliminary report, and again upon project completion and delivery of the final report. City of Fayetteville will pay said invoices within 30 days of the invoice date. City of Fayetteville agrees to pay RSR interest in the amount of 1.5 percent per month for all amounts remaining unpaid 30 days after the invoice date.

8. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, City of Fayetteville will pay RSR for any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by RSR in connection therewith, and in addition, the reasonable value of RSR's staff time and expenses spent in connection with such collection action computed at RSR's prevailing rate schedule and expense policies.

9. **AUDIT AND ACCESS TO RECORDS.** RSR cost records pertaining to this Agreement will be kept for inspection by representatives of the City of Fayetteville, and Governmental Agencies for a period of three (3) years after final payment. City of Fayetteville will be given reasonable access to review said records for the purpose of confirming the reasonableness of RSR fees with prior notice at the offices of RSR.

10. **EQUAL OPPORTUNITY EMPLOYMENT.** RSR shall comply with federal, state and local regulations pertaining to Equal Opportunity Employment and minority hiring, and fair employment practices.

11. **INDEPENDENT CONSULTANT.** RSR and its staff are and shall be at all times during the term of this Agreement independent consultants and not employees or agents of the City of Fayetteville.

12. **COMPLIANCE WITH LAWS.** RSR shall comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.

13. **INSURANCE.** RSR shall maintain Workers Compensation (and Employer's Liability Insurance) as required by applicable state statute, and Commercial General Liability Insurance.

14. **DISPUTES.** The laws of the State of Arkansas shall govern any action for claims arising out of or relating to this Agreement.

15. **ASSIGNMENT.** Neither RSR nor the City of Fayetteville shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express written consent of the other.

16. **CHANGES, MODIFICATIONS, OR AMENDMENTS.** Changes, 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.

17. **FREEDOM OF INFORMATION ACT.** City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, RSR 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 Section 25-19-101 et. Seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

Execution of this document by duly authorized representatives of the City of Fayetteville and RSR, including any attachments represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended or modified only by written instrument, valid only upon signature by both parties.

ROBINSON, STAFFORD & RUDE, INC.

CITY OF FAYETTEVILLE

BY: _____ BY: _____

SIGNATURE: _____ SIGNATURE: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Attached: ☒ Scope of Services ☒ Budget Worksheet ☐ Special Provisions

Distribution: City of Fayetteville, RSR Project Manager, RSR Financial Officer

12/98

SCOPE OF SERVICES

Client: City of Fayetteville
(hereinafter referred to as City of Fayetteville)

Consultant: Robinson, Stafford, & Rude, Inc.
(hereinafter referred to as RSR)

Services: Value Engineering Study

Project: Wastewater System Improvement Project – In particular the Westside Collection System Improvements
(hereinafter referred to as Project)

Project Location: City of Fayetteville

Project Designer: RJN Group, Inc.
(hereinafter referred to as RJN)

VALUE ENGINEERING JOB PLAN

Value engineering (VE) is a process consisting of the systematic application of analytical, creative and evaluation techniques in a multi-disciplinary team setting where the focus is on achieving the required functions, performance and quality while maximizing value.

RSR will use a VE Job Plan that is consistent with the SAVE International Value Methodology Standard. Following this Job Plan for the VE study will satisfy State and Federal requirements for VE on this project.

WORK TO BE PERFORMED

RSR will provide the following services in accordance with this scope of services and the terms of the Agreement.

Pre-workshop Activities

RSR will perform pre-workshop activities to include those tasks which must be accomplished in order for the VE team to be able to efficiently and effectively perform in the workshop.

These activities will consist of:

- scheduling study tasks
- scheduling and coordination with RSR provided VE team members
- assisting City of Fayetteville with scheduling study participants

SCOPE OF SERVICES

- coordination of the necessary documentation on the project for distribution to the VE team members
- compiling project data into a cost model(s)
- document review

Scheduling Study Participants

The VE team members will come from a combination of City of Fayetteville and RSR. RSR will assist City of Fayetteville in identifying candidate team members for the workshop. RSR will work cooperatively with City of Fayetteville to make final selection of individuals to fulfill the desired discipline roles. RSR will be responsible for all contractual and payment issues with RSR provided team members.

RSR will communicate directly with all team members relative to scheduling, pre-workshop, workshop and post workshop activities.

Cost Models

If the cost estimate and other appropriate information are provided prior to the workshop, RSR will develop a cost model(s) which will convey to the team members which project elements or features or functions are driving the cost of the project. These models will be used during the VE workshop to help focus the team on those aspects of the project consuming the greatest shares of the total project cost.

Document Review

City of Fayetteville will distribute the project documents to be studied to the VE team members. These documents should be distributed a minimum of one week prior to the workshop start. The team members will be instructed by RSR to spend up to four (4) hours reviewing these documents in advance of the workshop. The VE team cost estimator will be instructed by RSR to spend up to eight (8) hours reviewing and validating project costs in advance of the workshop.

Workshop

RSR will conduct the value engineering workshop using a job plan that is consistent with the practices and procedures recognized by SAVE International. This job plan will include a 24-hour workshop. The workshop will include an Information Phase, a Function Analysis Phase, a Creative Phase, an Evaluation Phase, a Development Phase, and a Presentation Phase.

The workshop will be initiated by presentations from City of Fayetteville who will describe the objectives of these projects and any constraints that will be placed on the VE study. The project design team will explain specifically how the design accomplishes the City of Fayetteville's objectives and the details of that design. The workshop will include a complete function analysis of the major project elements. The team will generate a list of ideas for project improvement followed by an evaluation of those ideas. This evaluation will include input from key City of Fayetteville decision makers before proceeding with development of recommendations. On the

SCOPE OF SERVICES

last day of the workshop, a presentation of the recommendations will be provided to City of Fayetteville decision makers.

The workshop will be held in Fayetteville, AR.

Presentations

To make sure the VE team has complete information about the project criteria, City of Fayetteville will provide at a minimum, the City of Fayetteville Project Manager and appropriate members of the design team for the first day and last day presentations as well as the mid-point review meeting.

Site Visit

A site visit will be conducted on the afternoon of the first day of the workshop. This site visit will be attended by the VE team, City of Fayetteville representatives, and representatives of the design team.

Post Workshop

RSR will provide the deliverables described herein.

Workshop Logistics

RSR will provide:

- the workshop room
- refreshments for team members and other participants
- easy access to a telephone, copy machine, and a facsimile machine

City of Fayetteville will provide at no cost to RSR:

- an overhead projector for the first and last days of the workshop
- an easel with a pad of paper

VE STUDY TEAM

The VE Study Team for this workshop will include up to eight team members. RSR is responsible for providing the VE Team Leader. RSR will also provide team members for the disciplines specified below. City of Fayetteville will provide additional team members for the disciplines specified below.

VE Team Leader

The VE Team Leader will be both a certified value specialist (CVS) and a registered professional engineer (PE).

SCOPE OF SERVICES

RSR will also provide a VE Team Assistant during the workshop to assist with administrative activities and to begin preparation of the study report. This will improve the VE Team's effectiveness and expedite the report delivery.

VE Team Members

RSR will provide team members for the following disciplines:

- Granville White, Estimator/Constructability
- Jeff Kaiser, Pumping/Hydraulics
- Tim Nebergall, Pipelines/General Civil

City of Fayetteville will provide team members for the following disciplines at no cost to RSR:

- Lynn Hyke, WSIP Construction Manager
- One Farmington Representative
- One OMI Representative for Lift Station and SCADA Issues

The specific individuals provided will be identified and selected jointly by the RSR VE Team Leader and the City of Fayetteville Project Manager. In general, these will be individuals not previously associated with the project development.

DELIVERABLES

This VE study effort will include four deliverables, all of which are related to the results of the workshop. These deliverables are:

- VE Team Presentation Handout
- Preliminary VE Study Report
- Draft VE Study Report
- Final VE Study Report

VE Team Presentation Hand-out

At the beginning of the presentation of the VE results on the last day of the workshop, RSR will provide to each person attending this presentation a hand out which contains:

- Cover
- Agenda
- List of VE recommendations including capital and the present worth of O&M savings
- List of design suggestions

SCOPE OF SERVICES

Preliminary VE Study Report

The Preliminary VE Study Report will be a compilation of the handwritten products developed in the workshop. This report will include all of the VE recommendations and design suggestions developed by the VE team during the workshop.

Draft VE Study Report

The purpose of this draft report is to give the City of Fayetteville Project Manager and other appropriate reviewers the opportunity to provide input to the final report. This document will be, in the opinion of RSR, equivalent to the Final VE Study Report. City of Fayetteville will provide written comments in compliance with the attached schedule. If comments are not received by the specified due date, RSR will proceed with preparation of the final report.

Final VE Study Report

This report is the final documentation of the VE study. The report is a finalized version of the Draft VE Study Report including the incorporation of City of Fayetteville's comments. The cover of the report will clearly indicate the project title, that it is the Final VE Study Report, and the date of the report.

The submittal of this report concludes the VE study effort.

Number of Reports

RSR will provide City of Fayetteville with the following number of copies of each report:

Preliminary VE Study Report	15
Draft VE Study Report.....	2
Final VE Study Report.....	15

SCHEDULE

This value engineering study will be conducted in accordance with the following schedule.

Notice to Proceed.....	At City of Fayetteville's Convenience
Organization Phone Calls	At City of Fayetteville's Convenience
City of Fayetteville to Distribute Documents	One week prior to VE Workshop
VE Workshop.....	December 4-6, 2006
Submit Preliminary VE Study Report.....	Week of December 11, 2006
Written Responses to RSR.....	At City of Fayetteville's Convenience
Submit Draft VE Study Report	Ten working days following written responses to Preliminary VE Report

SCOPE OF SERVICES

Comments on Draft VE Study ReportTen working days following receipt of Draft
VE Study Report
Submit Final VE Study ReportTen working days following receipt of
comments to Draft VE Study Report

VE Study Cost Summary
09701M

Westside WW Collection System

Robinson, Stafford & Rude

Total

Labor		\$17,898
Expenses		\$5,495
Subconsultant Administration	10.0%	\$1,496
Subtotal RSR		<u>\$24,889</u>

Subconsultants

Total

**% of
Total**

**MBE/
WBE**

OLSSON ASSOC	\$4,162	10.4%	
BLACK & VEATCH	\$5,817	14.6%	
KWAME BLDG GROUP	\$4,976	12.5%	

Subtotal Subconsultants

\$14,955

37.5%

TOTAL COST

\$39,844

Total Percentage for MBEs
Total Percentage for WBEs

\$0 0.0%
\$0 0.0%

Robinson, Stafford & Rude, Inc.
Budget Worksheet
Westside WW Collection System

RSR Project No.: 09701M
 Workshop Location: Fayetteville, AR
 Workshop Date: Dec 4-6, 2006

Team Member	Discipline	Hours				Total Hours	Rate	Total Cost
		Study Management	Pre-Workshop	Workshop	Post Workshop			
Jim Mohart	VE Team Leader	7	12.5	24	26	69.5	\$ 175.00	\$ 12,163
	Assistant VE Team Leader					0	\$ 175.00	\$ -
	AVS					0	\$ 125.00	\$ -
	QA				4	4	\$ 175.00	\$ 700
	Technical Writer				8	8	\$ 90.00	\$ 720
	Graphics				4	4	\$ 75.00	\$ 300
	Admin Assistant	7	8	32	26	73	\$ 55.00	\$ 4,015

Total Labor \$ 17,898

Expenses	Item	Quantity				Total Quantity	Rate	Total Cost
	Airfare					0	\$ -	\$ -
	Airfare					0	\$ -	\$ -
	Airfare					0	\$ -	\$ -
	Airfare					0	\$ -	\$ -
	Rental Car					0	\$ 75.00	\$ -
	Airport Parking					0	\$ 18.00	\$ -
	Personal Mileage			600		600	\$ 0.445	\$ 267
	Airport Transportation					0	\$ 50.00	\$ -
	Local Transportation					0	\$ 5.00	\$ -
	Local Parking					0	\$ 10.00	\$ -
	Lodging			6		6	\$ 100.00	\$ 600
	Meals			6		6	\$ 35.00	\$ 210
	Copying	100	1000	0	500	1600	\$ 0.10	\$ 160
	Copy Machine Rental					0	\$ 400.00	\$ -
	Conference Room			3		3	\$ 75.00	\$ 225
	Team Refreshments			3		3	\$ 116.00	\$ 348
	Postage & Shipping	\$ 70	\$ 125	\$ 100	\$ 320			\$ 615
	Telephone (incl. on-site mobi	\$ 70	\$ 75	\$ 120	\$ 100			\$ 365
	Supplies & Miscellaneous	\$ 10	\$ 100	\$ 75	\$ 100			\$ 285

	Prelim	Draft	Final	Total Quantity	Rate	
Reports	15	2	15	32	\$ 60.00	\$ 1,920

Subtotal Expenses \$ 4,995
 Mark-up on Expenses 10% \$ 500

Total Expenses \$ 5,495

Total Cost \$ 23,393

OLSSON ASSOC
Budget Worksheet
Westside WW Collection System

RSR Project No.: 09701M
Workshop Location: Fayetteville, AR
Workshop Date: Dec 4-6, 2006

Team Member	Discipline	Study Management	Pre-Workshop	Workshop	Post Workshop	Total Hours	Rate	Total Cost
Tim Negerball	Piping/Hydraulics		4	24		28	\$ 116.00	\$ 3,248
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -

Total Labor

\$ 3,248

Expenses
Tim Negerball

		Quantity		Total Quantity		Rate	Total Cost
No Airfare	Lincoln, NE					0	\$ -
						0	\$ -
						0	\$ -
						0	\$ -
Rental Car						0	\$ -
Airport Parking						0	\$ 75
Personal Mileage			900		900	\$ 18.00	\$ -
Airport Transportation						0	\$ 50.00
Local Transportation						0	\$ 5.00
Local Parking						0	\$ 10.00
Lodging			3		3	\$ 100.00	\$ 300
Meals			3		3	\$ 35.00	\$ 105
Copying						0	\$ 0.10
Postage & Shipping							\$ -
Telephone		\$ 10					\$ 10
Supplies & Miscellaneous		\$ 5	\$ 10				\$ 15

Subtotal Expenses

Mark-up on Expenses

10%	\$	83
-----	----	----

10% \$ 83

\$ 914

Total Expenses**Total Cost**

\$ 4,162

BLACK & VEATCH
Budget Worksheet
Westside WW Collection System

RSR Project No.: 09701M
Workshop Location: Fayetteville, AR
Workshop Date: Dec 4-6, 2006

Study Management

Pre-Workshop

Workshop

Post Workshop

Team Member	Discipline	Hours				Total Hours	Rate	Total Cost
Jeff Kaiser	Hydraulics/Pumps		4	24		28	\$ 178.60	\$ 5,001
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -

Total Labor \$ 5,001

Expenses	Quantity					Total Quantity	Rate	Total Cost
Jeff Kaiser	No Airfare	St. Louis, MO				0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -
	Rental Car					0	\$ 75	\$ -
	Airport Parking					0	\$ 18.00	\$ -
	Personal Mileage			700		700	\$ 0.445	\$ 312
	Airport Transportation					0	\$ 50.00	\$ -
	Local Transportation					0	\$ 5.00	\$ -
	Local Parking					0	\$ 10.00	\$ -
	Lodging			3		3	\$ 100.00	\$ 300
	Meals			3		3	\$ 35.00	\$ 105
	Copying					0	\$ 0.10	\$ -
	Postage & Shipping							\$ -
	Telephone			\$ 10				\$ 10
	Supplies & Miscellaneous			\$ 5	\$ 10			\$ 15

Subtotal Expenses \$ 742
Mark-up on Expenses 10% \$ 74

Total Expenses \$ 816

Total Cost \$ 5,817

KWAME BLDG GROUP
Budget Worksheet
Westside WW Collection System

RSR Project No.: 09701M
Workshop Location: Fayetteville, AR
Workshop Date: Dec 4-6, 2006

Team Member	Discipline	Hours				Total Hours	Rate	Total Cost
		Study Management	Pre-Workshop	Workshop	Post Workshop			
Granville White	Estimator/Constructability		8	24		32	\$ 130.00	\$ 4,160
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -

Total Labor

\$ 4,160

Expenses

Granville White

		Quantity				Total Quantity	Rate	Total Cost
No Airfare	St. Louis, MO							
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -
						0	\$ -	\$ -
Rental Car						0	\$ 75	\$ -
Airport Parking						0	\$ 18.00	\$ -
Personal Mileage				700		700	\$ 0.445	\$ 312
Airport Transportation						0	\$ 50.00	\$ -
Local Transportation						0	\$ 5.00	\$ -
Local Parking						0	\$ 10.00	\$ -
Lodging				3		3	\$ 100.00	\$ 300
Meals				3		3	\$ 35.00	\$ 105
Copying						0	\$ 0.10	\$ -
Postage & Shipping								\$ -
Telephone			\$ 10					\$ 10
Supplies & Miscellaneous			\$ 5	\$ 10				\$ 15

Subtotal Expenses

Mark-up on Expenses

\$ 742
10% \$ 74

Total Expenses

\$ 816

Total Cost

\$ 4,976

City Of Fayetteville

(Not a Purchase Order)

Requisition No.: _____ Date: **11/22/2006**

P.O Number: _____ Expected Delivery Date: _____

Vendor #: _____ Vendor Name: **Robinson, Stafford & Rude, Inc.** Mail Yes: ☒ No: ☐

Address: **9206 W. 90th Street** Fob Point: **Fayetteville** Taxable Yes: ☒ No: ☐ Quotes Attached Yes: ☐ No: ☐

City: **Overland Park, KS** State: **KS** Zip Code: **66212** Ship to code: _____ Division Head Approval: *[Signature]* No: ☒ Yes: ☐

Requester: _____ Requester's Employee #: **490** Extension: **386**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Sub Project #	Inventory #	Fixed Asset #
1	Value Engineering Services, Wastewater System	1	EA	39,844.00	\$420,216.00	4480-9480-5315.00	02133-0401		
2	Improvement Project, WL-10, WL-11, and WL-12				\$0.00				
3	Farmington and Western Fayetteville Area				\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: **\$420,216.00**
 Tax: **\$0.00**
 Total: **\$420,216.00**

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

28-Nov-06
City Council Meeting Date

Department

Fayetteville City Administration recommends approval of an Interlocal Agreement with the City of Farmington to establish terms of payment for Wastewater Engineering Services related to the Wastewater System Improvement Project in the West Fayetteville – Farmington area.

Cost of this request

Category / Project Budget

Program Category / Project Name**Account Number**

Funds Used to Date

Program / Project Category Name

Project Number

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

11/11/2011

Department Director

27 Nov 06
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date _____

Finance and Internal Service Director

Date _____

Mayor

Date _____

~~Received in City Clerk's Office~~

ENTERED

Received in Mexico Office

ENTERED

Comments:

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE CITY OF FARMINGTON, ARKANSAS TO ESTABLISH TERMS OF PAYMENT FOR WASTEWATER ENGINEERING SERVICES RELATED TO THE WASTEWATER SYSTEM IMPROVEMENT PROJECT IN THE WEST FAYETTEVILLE - FARMINGTON AREA.

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 Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Farmington, Arkansas to establish terms of payment for Wastewater Engineering Services related to the Wastewater System Improvement Project in the West Fayetteville - Farmington Area. A copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of Farmington, Arkansas.

PASSED and APPROVED this 28th day of November, 2006.

ATTEST:

By:

SONDRA SMITH, City Clerk

APPROVED

By:

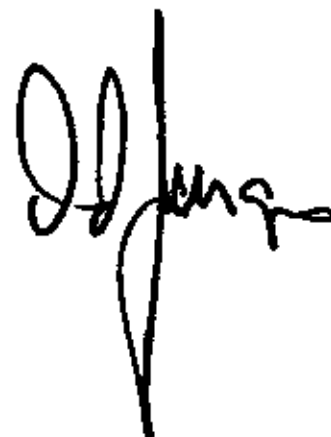
DAN COODY, Mayor

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody

From: Fayetteville Sewer Committee
David Jurgens, Water & Wastewater Director



Date: November 28, 2006

Subject: Approval of an Interlocal Agreement with the City of Farmington to establish terms of payment for Wastewater Engineering Services related to the Wastewater System Improvement Project in the West Fayetteville – Farmington area.

RECOMMENDATION

Fayetteville City Administration recommends approval of an Interlocal Agreement with the City of Farmington to establish terms of payment for Wastewater Engineering Services related to the Wastewater System Improvement Project in the West Fayetteville – Farmington area.

BACKGROUND

The Cities of Fayetteville and Farmington are in the process of finalizing a long-term agreement for wastewater collection and treatment operations and services. The Cities are also in the process of upgrading their systems as part of the overall Wastewater System Improvement Project to increase capacities of both wastewater systems. The most cost effective and efficient method of accomplishing these tasks is by a joint effort whereby the Engineers designing and supervising construction of these projects are contracted by the City of Fayetteville, with the City of Farmington reimbursing the City of Fayetteville for Farmington's share of the cost.

DISCUSSION

This agreement establishes the payment mechanisms by which costs of the Engineering agreements shall be reimbursed. It is being executed prior to formal approval of the full Farmington – Fayetteville wastewater service agreement in order to expedite the engineering contracts and to avoid delaying this portion of the WSIP completion.

BUDGET IMPACT

This agreement has no costs. All costs shall be incurred upon approval of the Engineering contracts as separate items.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF FARMINGTON AND THE CITY OF FAYETTEVILLE

I. PURPOSE

The purpose of this Agreement is to establish terms of payment for Wastewater Engineering Services related to the Wastewater System Improvement Project in the West Fayetteville – Farmington area.

II. BACKGROUND

The Cities of Fayetteville and Farmington are in the process of finalizing a long-term agreement for wastewater collection and treatment operations and services. The Cities are also in the process of upgrading their systems as part of the overall Wastewater System Improvement Project to increase capacities of both wastewater systems. The most cost effective and efficient method of accomplishing these tasks is by a joint effort whereby the Engineers designing and supervising construction of these projects are contracted by the City of Fayetteville, with the City of Farmington reimbursing the City of Fayetteville for Farmington's share of the cost.

III. THE CITY OF FAYETTEVILLE AGREES TO:

- A. Execute an Engineering contract with the RJN Group, Inc. (RJN), in the amount of \$1,095,291.00, for design and construction phase services pertaining to Technical Design, Engineering, Corps of Engineer and stormwater permitting for the west side and Farmington area Wastewater System Improvement Project, Subprojects WL-10, WL-11, and WL-12. Farmington is paying \$480,000.00 of the total amount, leaving a net Fayetteville cost of \$615,291.00.
- B. Perform contract management for the RJN Engineering Agreement.
- C. Send an invoice to the City of Farmington for Farmington's portion of the work performed within the billing period. The invoice will be submitted within thirty days of receipt of the invoice from the RJN Group.
- D. Execute an Engineering contract with Robinson, Stafford and Rude, Inc., (RSR) in the amount of \$39,844.00, for value engineering (VE) services with respect to the Farmington and western Fayetteville area WSIP engineering design. Although Fayetteville is executing contract management and oversight, Farmington is bearing the full cost of this study and will reimburse Fayetteville when the expenses are incurred.
- E. Perform contract management for the RSR Engineering Contract.

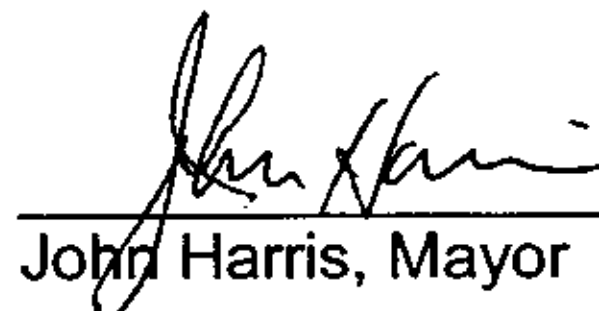
- F. Send an invoice to the City of Farmington for Farmington's portion of the work performed within the billing period. The invoice will be submitted within thirty days of receipt of the invoice from RSR.

IV. THE CITY OF FARMINGTON AGREES TO:

- A. Reimburse the City of Fayetteville up to a maximum of \$480,000 for Engineering services performed by the RJN Group, Inc., and their subcontractors, for Farmington's portion of work performed under the contract in paragraph III.
- B. Reimburse the City of Fayetteville the full cost, up to a maximum of \$39,844.00 for Engineering services performed by the RSR, for Value Engineering Services under the contract in paragraph III.
- C. Pay all invoices to the City of Fayetteville within thirty days of receipt for services performed by RJN or RSR relating to the contracts identified in paragraph III.

City of Farmington
P.O. Box 150
Farmington, AR 72730

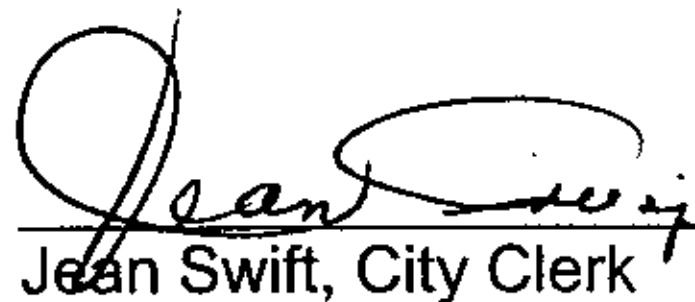
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701



John Harris, Mayor 11/27/06
Date

Dan Coody, Mayor Date

Witnessed By



Jean Swift, City Clerk 11/27/06
Date

Sondra Smith, City Clerk Date
