

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
November 20, 2012**

A meeting of the Fayetteville City Council will be held on November 20, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. 3rd Quarter Financial Report 2012
2. Urban Tree Canopy Assessment Results – Presented by Ian Hanou with Plan-It Geo

Agenda Additions:

A. Consent:

1. Approval of the November 8, 2012 City Council meeting minutes.

THE MINUTES WERE REMOVED FROM THE AGENDA.

2. **Bid #12-19 Peterbilt:** A resolution awarding Bid #12-19 and authorizing the purchase of two (2) auto arm refuse trucks from Peterbilt of Fort Smith in the total amount of \$517,086.00, for use by the Solid Waste Division, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 212-12

3. **Bid #12-73 North Point Ford:** A resolution awarding Bid #12-73 and authorizing the purchase of one (1) Ford F-250 truck with deerskin animal control body from North Point Ford of North Little Rock in the total amount of \$49,856.00 for use by the Animal Services Division, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 213-12

4. **Riggs Cat:** A resolution authorizing the purchase of one (1) Caterpillar bulldozer from Riggs Cat, pursuant to a state procurement contract, in the amount of \$105,422.00 for use by the Transportation Division, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 214-12

5. **Internal Revenue Services (IRS) Task Force:** A resolution approving a budget adjustment in the amount of \$30,100.00 to recognize revenue and expenses related to City participation in the local Internal Revenue Services (IRS) Task Force for fiscal year 2012-2013.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 215-12

6. **Arkansas State Police Asset Forfeiture Fund:** A resolution authorizing acceptance of a grant in the amount of \$34,664.00 from the Arkansas State Police Asset Forfeiture Fund for the purchase of an undercover drug enforcement vehicle and a covert audio/video recorder, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 216-12

7. **Jacobs Engineering Group, Inc. Amendment No. 4:** A resolution approving supplemental Agreement No. 4 to the contract with Jacobs Engineering Group, Inc. in the amount of \$768,033.41 for engineering services for the Fayetteville Expressway Development Corridor Project, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 217-12

8. **Garver, LLC:** A resolution approving a professional engineering services agreement with Garver, LLC for on-call engineering and surveying services in the amount of \$25,000.00 and engineering design services for the Greenland sewer rehabilitation project in the amount of \$100,087.00, and approving a project contingency of \$10,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 218-12

9. **City of Greenland Wastewater Service Agreement:** A resolution approving an extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 219-12

- 10. RJN Group, Inc. Amendment No. 1:** A resolution approving Amendment No. 1 to the engineering services agreement with RJN Group, Inc. in the amount of \$160,957.58 to update the wastewater collection system model and master plan.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 220-12

B. Unfinished Business: None

C. New Business:

- 1. Bid #12-68 Emery Sapp & Sons, Inc.:** A resolution awarding Bid #12-68 and approving a contract with Emery Sapp & Sons, Inc. in the amount of \$6,303,828.48 for the construction of the Fulbright Expressway/Highway 71B Flyover, approving a project contingency of \$315,191.42, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 221-12

- 2. SourceGas Arkansas, Inc.:** An ordinance waiving the requirements of formal competitive bidding for approving a cost-share agreement with Sourcegas Arkansas, Inc. in the amount of \$94,577.00 for the relocation of gas mains and facilities necessary for the Fulbright Expressway/Highway 71-B Flyover Project and for all future payments to or contracts with Sourcegas Arkansas, Inc. for the relocation costs for natural gas utility mains and appurtenances necessitated by road reconstruction or widening projects within Sourcegas Arkansas, Inc.'s area of service, approving a project contingency of \$18,915.00 for the Flyover Project, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5542

- 3. VAC 12-4219 (2514 New School Pl./The New School):** An ordinance approving VAC 12-4219 submitted by Jorgensen and Associates for property located at 2514 New School Place to vacate portions of existing easements and right-of-way.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5543

- 4. VAC 12-4231 (Alley Between W. Cleveland St. and W. Douglas St./University of Arkansas):** An ordinance approving VAC 12-4231 submitted by Allen Jay Young for property located between West Cleveland Street and West Douglas Street to vacate an alley, a total of 0.25 acres.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5544

- 5. 2013 Annual Budget and Work Program:** A resolution adopting the 2013 Annual Budget and Work Program.

THIS ITEM WAS TABLED TO THE DECEMBER 4, 2012 CITY COUNCIL MEETING.

6. **CH2M Hill Engineers, Inc.:** A resolution approving contract Amendment No. 3 with CH2M Hill Engineers, Inc. in the amount of \$7,224,875.00 for operation, maintenance, management and engineering services for city wastewater treatment facilities and systems in 2013 subject to approval of the 2013 annual city budget and work program, and approving a \$70,000.00 contract contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 222-12

7. **South Garland Boulevard Associates, LP:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with South Garland Boulevard Associates, LP in the approximate amount of \$98,949.00 for the upgrading of an eight-inch water main to a twelve-inch water main along Indian Trail from Razorback Road to Rose Avenue and the construction of a twelve-inch water main from Rose Avenue to Stadium Drive.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5545

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

Adjournment: 7:45 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

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Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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City Council Meeting:

November 20, 2012

Adjourn: 7:45 pm.

Subject:	Roll				
Alderman Gray Absent	Adams	✓			
	Lewis	✓			
	Gray	Absent			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Mayor Jordan	✓			

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Mayor Jordan				

Subject:	Consent				
Motion To:		Remove Minute	Approve		
Motion By:		Adams	Boudreaux		
Seconded:		Tennant	Adams		
<u>Passed</u> Minutes were removed from the agenda. 212-12 thru 220-12	Adams	✓	✓		
	Lewis	✓	✓		
	Gray	Absent	Absent		
	Boudreaux	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Ferrell	✓	✓		
	Mayor Jordan				

7-0

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Mayor Jordan				

Subject:					
Bid #12-68 Emery Sapp & Sons, Inc					
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Boudreaux			
C. 1 New Business <u>Passed</u> 221-12	Adams	✓			
	Lewis	✓			
	Gray	Absent			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Mayor Jordan				

7-0

Subject:					
SourceGas Arkansas, Inc					
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Boudreaux		
Seconded:		Boudreaux	Adams		
C. 2 New Business <u>Passed</u> 5542	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	Absent	Absent	absent	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:		VAC 12-4219 (2514 New School Pl./The New School)			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Ferrell</i>	<i>Lewis</i>		
Seconded:		<i>Boudreaux</i>	<i>Tennant</i>		
C. 3 New Business <i>Passed</i> 5543	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	<i>Absent</i>	<i>absent</i>	<i>absent</i>	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				
		<i>7-0</i>	<i>7-0</i>	<i>7-0</i>	

Subject:		VAC 12-4231 (Alley Between W. Cleveland St. and W. Douglas St./University of Arkansas)			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Ferrell</i>	<i>Petty</i>		
Seconded:		<i>Petty</i>	<i>Lewis</i>		
C. 4 New Business <i>Passed</i> 5544	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	<i>Absent</i>	<i>absent</i>	<i>absent</i>	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				
		<i>7-0</i>	<i>7-0</i>	<i>7-0</i>	

Subject:		2013 Annual Budget and Work Program			
Motion To:		Approve	Motion to Reconsider	Table to December 4, 2012	
Motion By:		Ferrell	Lewis	Petty	
Seconded:		Boudreaux	Ferrell	Lewis	
C. 5 New Business <u>Tabled to December 4, 2012</u>	Adams	✓	✓	✓	
	Lewis	N	✓	✓	
	Gray	Absent	Absent	Absent	
	Boudreaux	✓	✓	✓	
	Kinion	N	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	N	✓	✓	
	Mayor Jordan				

4-3

7-0

7-0

Subject:		CH2M Hill Engineers, Inc			
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Boudreaux			
C. 6 New Business <u>passed</u>	Adams	✓			
	Lewis	✓			
	Gray	Absent			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Mayor Jordan				

222-12

7-0

Subject:	South Garland Boulevard Associates, LP				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Lewis	Boudreaux		
Seconded:		Ferrell	Ferrell		
C. 7 New Business <i>passed</i> 5545	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Mayor Jordan				



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Jason Kelley**, Assistant City Attorney

DATE: **November 21, 2012**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of November 20, 2012**

1. **Bid #12-19:** A resolution awarding Bid #12-19 and authorizing the purchase of two Auto Arm Refuse Trucks from Peterbilt of Fort Smith in the total amount of \$517,086.00, for use by the Solid Waste Division, and approving a budget adjustment.
2. **Bid #12-73:** A resolution awarding Bid #12-73 and authorizing the purchase of one Fort F-250 Truck with Deerskin Animal Control Body from North Point Ford of North Little Rock in the total amount of \$49,856.00 for use by the Animal Services Division, and approving a budget adjustment.
3. **Riggs Cat:** A resolution authorizing the purchase of one Caterpillar Bulldozer form Riggs Cat, pursuant to a State Procurement contract, in the amount of \$105,422.00 for use by the Transportation Division and approving a budget adjustment.
4. **IRS Task Force:** A resolution approving a budget adjustment in the amount of \$30,100.00 to recognize revenue and expenses related to City participation in the local Internal Revenue Service Task Force for fiscal year 2012-2013.
5. **AR State Police Asset Forfeiture Fund:** A resolution authorizing acceptance of a grant in the amount of \$34,664.00 from the Arkansas State Police Asset Forfeiture Fund for the purchase of an undercover drug enforcement vehicle and a covert audio/video recorder, and approving a budget adjustment.
6. **Jacobs Engineering Group, Inc.:** A resolution approving Supplemental Agreement No. 4 to the contract with Jacobs Engineering Group, Inc. in the amount of

\$768,033.41 for engineering services for the Fayetteville Expressway Development Corridor Project, and approving a budget adjustment.

7. **Garver, LLC:** A resolution approving a Professional Engineering Services Agreement with Garver, LLC for on-call engineering and surveying services in the amount of \$25,000.00 and engineering Design Services for the Greenland Sewer Rehabilitation Project in the amount of \$100,087.00 and approving a project contingency of \$10,000.00.

8. **Greenland Wastewater Service Agreement:** A resolution approving an extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland.

9. **RJN Group:** A resolution approving Amendment no. 1 to the engineering services agreement with RJN Group, Inc. in the amount of \$160,957.58 to update the wastewater collection system model and master plan.

10. **Bid #12-68:** A resolution awarding Bid #12-68 and approving a contract with Emery Sapp & Sons, Inc. in the amount of \$6,303,828.48 for the construction of the Fulbright Expressway-Highway 71B Flyover, approving a project contingency of \$315,191.42 and approving a budget adjustment.

11. **SourceGas Arkansas, Inc.:** An ordinance waiving the requirements of formal competitive bidding for approving a cost-share agreement with SourceGas Arkansas, Inc. in the amount of \$94,577.00 for the relocation of gas mains and facilities necessary for the Fulbright Expressway/Highway 71-B Flyover Project and for all future payments to or contracts with SourceGas for the relocation costs for natural gas utility mains and appurtenances necessitated by road reconstruction or widening projects within SourceGas Arkansas, Inc.'s area of service, approving a project contingency of \$18,915.00 for the Flyover Project, and approving a budget adjustment.

12. **CH2M Hill Engineers, Inc.:** A resolution approving Contract Amendment No. 3 with CH2M Hill Engineers, Inc. In the amount of \$7,224,875.00 for operation, maintenance, management and engineering services for city wastewater treatment facilities and systems in 2013 subject to approval of the 2013 annual city budget and work program, and approving a \$70,000.00 contract contingency.

13. **South Garland Boulevard Associates, LP:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with South Garland Boulevard Associates, LP in the approximate amount of \$98,949.00 for the upgrading of an eight-inch water main to a twelve-inch water main along Indian Trail from Razorback Road to Rose Avenue and the construction of a twelve-inch water main from Rose Avenue to Stadium Drive.

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City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda City of Fayetteville Arkansas City Council Meeting November 20, 2012

A meeting of the Fayetteville City Council will be held on November 20, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

- 1. 3rd Quarter Financial Report 2012**
- 2. Urban Tree Canopy Assessment Results – Presented by Ian Hanou with Plan-It Geo**

Agenda Additions:

A. Consent:

- 1. Approval of the November 8, 2012 City Council meeting minutes.**
- 2. Bid #12-19 Peterbilt:** A resolution awarding Bid #12-19 and authorizing the purchase of two (2) auto arm refuse trucks from Peterbilt of Fort Smith in the total amount of \$517,086.00, for use by the Solid Waste Division, and approving a budget adjustment.

3. **Bid #12-73 North Point Ford:** A resolution awarding Bid #12-73 and authorizing the purchase of one (1) Ford F-250 truck with deerskin animal control body from North Point Ford of North Little Rock in the total amount of \$49,856.00 for use by the Animal Services Division, and approving a budget adjustment.
4. **Riggs Cat:** A resolution authorizing the purchase of one (1) Caterpillar bulldozer from Riggs Cat, pursuant to a state procurement contract, in the amount of \$105,422.00 for use by the Transportation Division, and approving a budget adjustment.
5. **Internal Revenue Services (IRS) Task Force:** A resolution approving a budget adjustment in the amount of \$30,100.00 to recognize revenue and expenses related to City participation in the local Internal Revenue Services (IRS) Task Force for fiscal year 2012-2013.
6. **Arkansas State Police Asset Forfeiture Fund:** A resolution authorizing acceptance of a grant in the amount of \$34,664.00 from the Arkansas State Police Asset Forfeiture Fund for the purchase of an undercover drug enforcement vehicle and a covert audio/video recorder, and approving a budget adjustment.
7. **Jacobs Engineering Group, Inc. Amendment No. 4:** A resolution approving supplemental Agreement No. 4 to the contract with Jacobs Engineering Group, Inc. in the amount of \$768,033.41 for engineering services for the Fayetteville Expressway Development Corridor Project, and approving a budget adjustment.
8. **Garver, LLC:** A resolution approving a professional engineering services agreement with Garver, LLC for on-call engineering and surveying services in the amount of \$25,000.00 and engineering design services for the Greenland sewer rehabilitation project in the amount of \$100,087.00, and approving a project contingency of \$10,000.00.
9. **City of Greenland Wastewater Service Agreement:** A resolution approving an extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland.
10. **RJN Group, Inc. Amendment No. 1:** A resolution approving Amendment No. 1 to the engineering services agreement with RJN Group, Inc. in the amount of \$160,957.58 to update the wastewater collection system model and master plan.

B. Unfinished Business: None

C. New Business:

1. **Bid #12-68 Emery Sapp & Sons, Inc.:** A resolution awarding Bid #12-68 and approving a contract with Emery Sapp & Sons, Inc. in the amount of \$6,303,828.48 for the construction of the Fulbright Expressway/Highway 71B Flyover, approving a project contingency of \$315,191.42, and approving a budget adjustment.

2. **SourceGas Arkansas, Inc.:** An ordinance waiving the requirements of formal competitive bidding for approving a cost-share agreement with Sourcegas Arkansas, Inc. in the amount of \$94,577.00 for the relocation of gas mains and facilities necessary for the Fulbright Expressway/Highway 71-B Flyover Project and for all future payments to or contracts with Sourcegas Arkansas, Inc. for the relocation costs for natural gas utility mains and appurtenances necessitated by road reconstruction or widening projects within Sourcegas Arkansas, Inc.'s area of service, approving a project contingency of \$18,915.00 for the Flyover Project, and approving a budget adjustment.
3. **VAC 12-4219 (2514 New School Pl./The New School):** An ordinance approving VAC 12-4219 submitted by Jorgensen and Associates for property located at 2514 New School Place to vacate portions of existing easements and right-of-way.
4. **VAC 12-4231 (Alley Between W. Cleveland St. and W. Douglas St./University of Arkansas):** An ordinance approving VAC 12-4231 submitted by Allen Jay Young for property located between West Cleveland Street and West Douglas Street to vacate an alley, a total of 0.25 acres.
5. **2013 Annual Budget and Work Program:** A resolution adopting the 2013 Annual Budget and Work Program.
6. **CH2M Hill Engineers, Inc.:** A resolution approving contract Amendment No. 3 with CH2M Hill Engineers, Inc. in the amount of \$7,224,875.00 for operation, maintenance, management and engineering services for city wastewater treatment facilities and systems in 2013 subject to approval of the 2013 annual city budget and work program, and approving a \$70,000.00 contract contingency.
7. **South Garland Boulevard Associates, LP:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with South Garland Boulevard Associates, LP in the approximate amount of \$98,949.00 for the upgrading of an eight-inch water main to a twelve-inch water main along Indian Trail from Razorback Road to Rose Avenue and the construction of a twelve-inch water main from Rose Avenue to Stadium Drive.

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor,

Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the **Rules of Order and Procedure of the Fayetteville City Council** pertaining to City Council meetings:

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

A copy of the complete City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

City of Fayetteville Staff Review Form

A. 2
 Bid #12-19 Peterbilt
 Page 1 of 6

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

11/20/2012

**City Council Meeting Date
 Agenda Items Only**

Dennis Pratt / Barbara Olsen
 Submitted By

Fleet Operations
 Division

Transportation
 Department

Action Required:

A resolution approving the purchase of two auto arm refuse trucks in the amount of \$517,086 from Peterbilt of Fort Smith, bid #12-19 for use by Solid Waste Division, and approval of a Budget Adjustment to move funds to the Fleet expense account.

\$ 517,086.00
 Cost of this request

\$ 1,556,000.00
 Category / Project Budget

Solid Waste Vehicles/Equipment
 Program Category / Project Name

9700.1920.5802.00
 Account Number

\$ 1,090,360.00
 Funds Used to Date

Vehicles and Equipment
 Program / Project Category Name

02082.2012
 Project Number

\$ 465,640.00
 Remaining Balance

Shop Fund
 Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Tracy 2 Gully
 Department Director

11-2-12
 Date

Previous Ordinance or Resolution # 58-12

John B. Kelly
 City Attorney

11-2-12
 Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Beshen
 Finance and Internal Services Director

11-5-2012
 Date

11-02-12P12:51 RCVD
 Received in City Clerk's Office
Kim J.

Don M...
 Chief of Staff

11-7-12
 Date

Received in Mayor's Office
 ENTERED
 11/2/12

Donald D. Jordan
 Mayor

11/8/12
 Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation

From: Dennis Pratt, Fleet Operations Supt.

Date: November 1, 2012

Subject: Purchase of Two Automated Arm Refuse Trucks

PROPOSAL: That City Council approve the purchase of two automated arm refuse trucks in the amount of \$517,086 from Peterbilt of Fort Smith, bid #12-19 for use by Solid Waste Division, and approve a Budget Adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Units 485 and 486 are two automated arm side load refuse trucks that are 7 years old and due for replacement in 2013. In order to remain within our maintenance budget these units need to be replaced on time.

Both the chassis vendor and the body vendor have agreed to hold their price from Bid 12-19 (bid tab sheet attached) which will save the City thousands of dollars in the new emissions costs as long as the order is placed in December, 2012. Peterbilt was the lowest bid that met specs on that bid.

There is a 7 – 10 month build time on the automated side loaders. If ordered in early December the new units should arrive in the second half of 2013. Replacement costs were calculated for and included in the Solid Waste operating budget for 2013. These units were included in the capital replacement list from Fleet 2013, but funds have been removed from the 2013 budget and returned to fund balance since we are going to Council in 2012. A budget adjustment is attached to move the funds from fund balance to the 2012 project to cover this purchase.

I recommend purchasing these two units from Peterbilt of Fort Smith in the amount of \$258,543 each for a total of \$517,086.

This purchase was unanimously approved by the Equipment Committee at the meeting of October 30, 2012.

BUDGET IMPACT: These units were budgeted for on both the operating and capital sides for 2013. The capital funds for 2013 have been returned to fund balance and the Budget adjustment will place the funds in the 2012 project.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-19 AND AUTHORIZING THE PURCHASE OF TWO (2) AUTO ARM REFUSE TRUCKS FROM PETERBILT OF FORT SMITH IN THE TOTAL AMOUNT OF \$517,086.00, FOR USE BY THE SOLID WASTE DIVISION, AND APPROVING A BUDGET ADJUSTMENT

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 awards Bid #12-19 and authorizes the purchase of two (2) auto arm refuse trucks from Peterbilt of Fort Smith in the total amount of \$517,086.00, for use by the Transportation Division.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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

V12.0724
Bid #12-19 Peterbilt
Page 4 of 6

Budget Year 2012	Division: Fleet Operations Department: Transportation Services	Request Date 10/17/2012	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Two Automated side load refuse trucks are due for replacement in Fleet's 2013 CIP budget. Both the chassis vendor and the body vendor have agreed to hold their price from Bid 12-19 which will save the City thousands of dollars in the new emissions costs as long as the order is placed in December, 2012. In order to remain within our maintenance budget, these units need to be replaced on time.

The funds that were in the 2013 CIP budget have been removed and will not be included in the budget for 2013. This BA will move funds from fund balance for the purchase in 2012. Sufficient funds remain to meet City objectives.

<u>Dennis E. Carr</u> Division Head	<u>10-17-12</u> Date	Prepared By: <u>Barbara Olsen</u> <i>bolsen</i>
<u>[Signature]</u> Budget Director	<u>11-5-2012</u> Date	Reference: _____
<u>[Signature]</u> Department Director	<u>11-2-12</u> Date	Budget & Research Use Only Type: A B C D E P
<u>Paul A. Behn</u> Finance Director	<u>11-5-2012</u> Date	General Ledger Date _____
<u>[Signature]</u> Chief of Staff	<u>11-7-12</u> Date	Posted to General Ledger Initial _____ Date _____
<u>[Signature]</u> Mayor	<u>11/8/12</u> Date	Checked / Verified Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

517,286 517,286

Increase / (Decrease)

Expense

Revenue

Project.Sub
Number

Account Name
Vehicles and equipment

Account Number
9700.1920.5802.00

32

517,286

02082 . 2012

Use of fund balance

9700.0970.4999.99

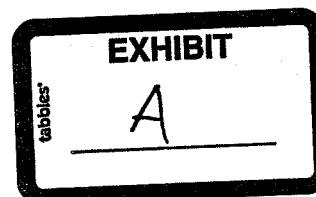
31

517,286

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BID: 12-19
 DATE: 02/10/12
 TIME: 2:00 PM
 CITY OF FAYETTEVILLE

Bid 12-19, Automated Refuse Trucks

BIDDER	MANUFACTURER	QUANTITY	MODEL	PRICE EACH	TOTAL COST
1 Downing Sales & Service, Inc.	Peterbilt	3	320	\$ 135,780.00	\$ 407,340.00
	Bridgeport Manufacturing	3	28 Cubic Yard Ranger Automated Side Loader	\$ 139,340.00	\$ 418,020.00
					\$ 825,360.00
2 Frontier International Trucks Inc. (Option 1)	Crane Carrier	3	LET2	\$ 161,931.00	\$ 485,793.00
	Nu Way	3	Sidewinder XTR	\$ 104,469.00	\$ 313,407.00
					\$ 799,200.00
3 Frontier International Trucks Inc. (Option 2)	Crane Carrier	3	LET2	\$ 165,975.00	\$ 497,925.00
	Labrie	3	Automizer	\$ 120,895.00	\$ 362,685.00
					\$ 860,610.00
4 GSP Marketing Inc./ GS Products	Mack	3	LEU613	\$ 148,209.67	\$ 444,629.00
	GSP Marketing Inc.	3	CS8127A	\$ 95,904.78	\$ 287,714.34
					\$ 732,343.34
5 Peterbilt of Ft. Smith, LLC (Option 1)	Peterbilt	3	320	\$ 137,648.00	\$ 412,944.00
	Labrie	3	Automizer RH	\$ 120,895.00	\$ 362,685.00
					\$ 775,629.00
6 Peterbilt of Ft. Smith, LLC (Option 2)	Peterbilt	3	320	\$ 137,648.00	\$ 412,944.00
	Scranton Mfg. Co.	3	New Way Sidewinder	\$ 104,469.00	\$ 313,407.00
					\$ 726,351.00
7 Scruggs Equipment Company	Truck 1 - 2011 Mack & Truck 2&3 - 2013 Mack	3	LEU G13	\$ 95,904.78	\$ 287,714.34
	G&S Products	3	CS-8127A	\$ 148,209.67	\$ 444,629.00
					\$ 732,343.34
8 Shipley Motor Equipment Company	Mack	3	LEU613	\$ 137,519.78	\$ 412,559.28
	New Way	3	Sidewinder	\$ 104,469.00	\$ 313,407.00
					\$ 725,966.28
9 Truck Centers of Arkansas	Autocar	3	ACX64	\$ 156,725.00	\$ 470,175.00
	Scranton Mfg. Co.	3	New Way Sidewinder	\$ 104,469.00	\$ 313,407.00
					\$ 783,582.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

P. Vice
 P. VICE, PURCH MGR

WITNESS

J. Jora

2/10/12
 DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:
Date: 11/1/2012
A. 2
Bid #12-19 Peterbilt
P.O Number:
Expected Delivery Date: Page 6 of 6

Vendor #: 19771 Vendor Name: PETERBILT OF FORT SMITH
Mail Yes: No: X

Address: Fob Point: Taxable Yes: No: X Quotes Attached Yes: No: x

City: State: Zip Code: 50 Ship to code: Division Head Approval: Dennis E. Gant

Requester: BARBARA OLSEN Requester's Employee #: 1940 Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2012 PETERBILT 320 REFUSE TRUCKS WITH	2	EA	258,543.00	\$517,086.00	9700.1920.5802.00	02082.2012		
2	AUTOMATED ARM, PER BID SPECS #12-19				\$0.00				
3	TO BE UNITS 4021 (FA #704021) AND UNIT				\$0.00				704021
4	4022 (FA #704022)				\$0.00				704022
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: \$517,086.00

Total: \$517,086.00

Approvals:

Mayor: Department Director: Purchasing Manager:
Finance & Internal Services Director: Budget Manager: IT Manager:
Dispatch Manager: Utilities Manager: Other:

City of Fayetteville Staff Review Form

A. 3
 Bid #12-73 North Point Ford
 Page 1 of 6

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

11/20/2012

**City Council Meeting Date
 Agenda Items Only**

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution awarding Bid #12-73 to North Point Ford of North Little Rock in the amount of \$49, 856 for the purchase of one Ford F250 with Deerskin Animal Control Body for use by Animal Services Division, and approval of a Budget Adjustment to move funds to the Fleet expense account.

\$ 49,856.00
 Cost of this request

\$ 369,000.00
 Category / Project Budget

Light/Medium Utility Vehicles
 Program Category / Project Name

9700.1920.5802.00
 Account Number

\$ 221,766.00
 Funds Used to Date

Vehicles and Equipment
 Program / Project Category Name

02078.2012
 Project Number

\$ 147,234.00
 Remaining Balance

Shop Fund
 Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Ty 2 Gully 11-2-12
 Department Director Date

Previous Ordinance or Resolution # _____

[Signature] 11-6-12
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Buhner 11-5-2012
 Finance and Internal Services Director Date

11-02-12 P12:51 RCVD
 Received in City Clerk's Office

[Signature] 11-7-12
 Chief of Staff Date

Received in Mayor's Office
 ENTERED 11/21/12

[Signature] 11/8/12
 Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation

From: Dennis Pratt, Fleet Operations Supt.

Date: November 1, 2012

Subject: Purchase of one Pickup truck with Animal Control Body

PROPOSAL: That City Council approve the purchase of one F250 pickup with Animal Control Body from North Point Ford of North Little Rock in the amount of \$49,856 for use by Animal Services Division, and approve a Budget Adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Bid 12-73 was opened October 5, 2012. The low bid from North Point Ford meets all specifications. A Bid tab sheet is attached.

Unit 2067 is a 2005 Dodge Sprinter Van that is no longer dependable or safe to drive. It dies without warning when driving down the road which leaves the unit with no power steering or power brakes. Neither Fleet nor the vendor could find and fix the problem. The unit is too close to replacement (due in 2013) to spend more funds in troubleshooting.

I recommend acceptance of the low bid from North Point Ford in the amount of \$49,856.

As this unit was not budgeted for capital purchase in 2012, a Budget Adjustment will be needed to move the funds from Shop Fund balance.

This purchase was unanimously approved by the Equipment Committee at the meeting of October 30, 2012.

BUDGET IMPACT: This unit will arrive in 2013. It was budgeted for on both the capital and operating sides in 2013. However, since Fleet is purchasing it in 2012, a Budget adjustment is necessary to move the funds to the Fleet expense account.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-73 AND AUTHORIZING THE PURCHASE OF ONE (1) FORD F-250 TRUCK WITH DEERSKIN ANIMAL CONTROL BODY FROM NORTH POINT FORD OF NORTH LITTLE ROCK IN THE TOTAL AMOUNT OF \$49,856.00 FOR USE BY THE ANIMAL SERVICES DIVISION, AND APPROVING A BUDGET ADJUSTMENT

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 awards Bid #12-73 and authorizes the purchase of one (1) Ford F-250 truck with deerskin animal control body from North Point Ford of North Little Rock in the total amount of \$49,856.00 for use by the Animal Services Division.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

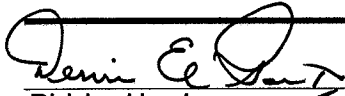
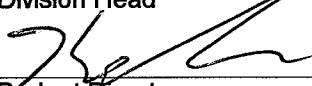
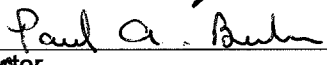
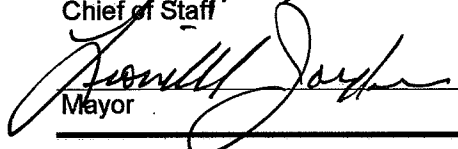
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 3 V12.0724
Bid #12-73 North Point Ford
Page 4 of 8

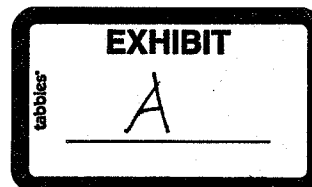
Budget Year	Division: Fleet Operations Department: Transportation Services	Request Date	Adjustment Number
2012		10/8/2012	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Unit 2067 is no longer dependable nor safe to drive and needs to be replaced. As it was not scheduled for replacement this year, funds for the purchase need to be moved into the Fleet project 02078 - Light / Medium trucks from fund balance. Sufficient funds remain to meet city objectives.

 _____ Division Head  _____ Budget Director  _____ Department Director  _____ Finance Director  _____ Chief of Staff  _____ Mayor	10-8-12 Date 10-5-12 Date 10-8-12 Date 11-5-2012 Date 11-7-12 Date 11/8/12 Date	Prepared By: <u>Barbara Olsen</u> <i>bolsen</i> Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger _____ Checked / Verified _____ Initial _____ Date _____
--	---	---

TOTAL BUDGET ADJUSTMENT		50,500	50,500	
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Vehicles and equipment	9700.1920.5802.00	50,500		02078 . 2012
Use of fund balance	9700.0970.4999.99		50,500	.
				.
				.





BID: 12-73
10/05/12
2:00 PM
CITY OF FAYETTEVILLE

Bid 12-73, Truck with Animal Control Body Re-Bid

BIDDER	MANUFACTURER	MODEL	Quantity	Unit Price	TOTAL BID PRICE
1 North Point Ford	Ford	F- 250	1	\$ 49,856.00	\$ 49,856.00
2 Terex Equipment Services	Ford	F- 250 4x4 XL Gas ACC M6G	1	\$ 55,560.00	\$ 55,560.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

P. Vice, PURCH MGR

P. Vice

WITNESS

Julie Paladino

DATE

10/05/12

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date:
P.O Number:	10/31/2012 A. 3 Bid #12-73 North Point Ford Expected Delivery Date: Page 6 of 6
Mail Yes: No: X	
Taxable Yes: No: X	Quotes Attached Yes: No: x
Division Head Approval: Dennis E. [Signature]	
Extension: 485	

Vendor #:	6481	Vendor Name:	NORTH POINT FORD
Address:			
City:	State:	Zip Code:	Ship to code: 50
Requester:	Requester's Employee #: 1940		
BARBARA OLSEN			

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	FORD F250 WITH ANIMAL CONTROL BODY PER	1	EA	49,856.00	\$49,856.00	9700.1920.5802.00	02078.2012		702157
2	BID SPECS, BID 12-73, TO BE UNIT #2157				\$0.00				
3	FIXED ASSET #702157				\$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: \$49,856.00

Total: \$49,856.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 4
Riggs Cat
Page 1 of 8

**City Council Agenda Items
and
Contracts, Leases or Agreements**

11/20/2012

**City Council Meeting Date
Agenda Items Only**

Dennis Pratt / Barbara Olsen
Submitted By

Fleet Operations
Division

Transportation
Department

Action Required:

A resolution approving the purchase of a Caterpillar Dozer from Riggs Cat off their bid on the State contract in the amount of \$105,422 for use by Transportation Division, and approval of a budget adjustment to move funds to the Fleet expense account.

\$ 105,422.00
Cost of this request

9700.1920.5802.00
Account Number

02077.2012
Project Number

\$ 105,000.00
Category / Project Budget

\$ -
Funds Used to Date

\$ 105,000.00
Remaining Balance

Construction Equipment
Program Category / Project Name

Vehicles and Equipment
Program / Project Category Name

Shop Fund
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Tony Gully 11-2-12
Department Director Date

Previous Ordinance or Resolution # _____

Jim Skelley 11-2-12
City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Baker 11-5-2012
Finance and Internal Services Director Date

11-02-12P12:51 RCVD
Received in City Clerk's Office
King J.

Don Man 11-6-12
Chief of Staff Date

Received in Mayor's Office
ENTERED
11/3/12

Donald Jordan 11/8/12
Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation

From: Dennis Pratt, Fleet Operations Supt.

Date: Nov 1, 2012

Subject: Purchase of one Caterpillar Dozer

PROPOSAL: That City Council approve the purchase of a Caterpillar Dozer from Riggs Cat off the State Contract in the amount of \$105,422 for use by Transportation Division, and approve a Budget Adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Unit #808 is a 1998 Cat Dozer that was scheduled for replacement in 2012. Fleet tried to push replacement back to 2013, but late last week the number one piston went out, ruining the crankshaft. It is too expensive to repair when it is so close to being replaced. A Cat dozer is available on the State Contract that is the same type standard dozer. This unit was being used on the trail project around Lake Fayetteville so it needs to be replaced as soon as possible.

I recommend purchasing this unit off the State Contract in the amount of \$105,422.

This purchase was unanimously approved by the Equipment Committee at the meeting of October 30, 2012.

BUDGET IMPACT: As this unit was initially planned to be replaced in 2012, both operating and capital funds have been budgeted. The capital purchase was slightly underestimated, so a Budget Adjustment is attached to cover the \$600 difference.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) CATERPILLAR BULLDOZER FROM RIGGS CAT, PURSUANT TO A STATE PROCUREMENT CONTRACT, IN THE AMOUNT OF \$105,422.00 FOR USE BY THE TRANSPORTATION DIVISION, AND APPROVING A BUDGET ADJUSTMENT

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 authorizes the purchase of one (1) Caterpillar bulldozer from Riggs Cat, pursuant to a state procurement contract, in the amount of \$105,422.00 for use by the Transportation Division.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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

V12.0724 A. 4
Riggs Cat
Page 4 of 8

Budget Year	Division: Fleet Operations Department: Transportation Services	Request Date	Adjustment Number
2012		10/31/2012	

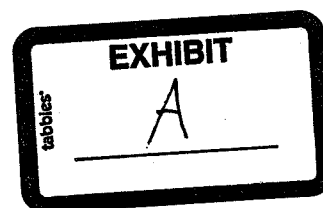
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Unit 808 (a 1998 Cat Dozer) is being replaced. It is scheduled for replacement this year, but the purchase price was underestimated. \$600 is available is project 02078.2010 as unit 2020 was not replaced. Sufficient funds are available to meet City objectives.

Division Head 10-31-12 Budget Director 11-5-12 Department Director 10-31-12 Finance Director 11-5-2012 Chief of Staff 11-7-12 Mayor 11/8/12	Prepared By: <u>Barbara Olsen</u> <i>bolsen</i> Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger _____ Initial _____ Date _____ Checked / Verified _____ Initial _____ Date _____
--	--

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Vehicles and equipment	9700.1920.5802.00	600		02077 . 2012
Vehicles and equipment	9700.1920.5802.00	(600)		02078 . 2010





Quote 108566-01

October 29, 2012

CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, ARKANSAS 72701-7258

Attention: DENNIS PRATT

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR PURCHASE CONSIDERATION.

ONE (1) NEW CATERPILLAR MODEL: D4K2 XL TRACK TYPE TRACTOR WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STOCK NUMBER: KMM212 SERIAL NUMBER: 0KMM00212 YEAR: 2012 SMU: 0

Sell Price		\$102,632.04
Ext Warranty		Included
Before Tax Balance	2790 +	\$102,632.04

WARRANTY

2.290 - GPS

Standard Warranty: 12 Months / Unlimited Hours Premier Warranty* All standard warranties include travel time & mileage for first three months. Scheduled Oil sampling is required during entire warranty period.

Extended Warranty: 36 MO/5000 HR Powertrain & Hydraulics
GOVERNMENTAL

5000 / 12 month
Mileage Charge**ADDITIONAL CONSIDERATIONS**

105,422 TOTAL

- This Quote is provided in accordance with State of Arkansas Term Contract # 4600025551 for NJPA Cooperative contract # NJPA-060311

THANK YOU FOR YOUR INTEREST IN RIGGS CAT AND CATERPILLAR PRODUCTS FOR YOUR BUSINESS NEEDS. THIS QUOTATION IS VALID FOR 30 DAYS, AFTER WHICH TIME WE RESERVE THE RIGHT TO RE-QUOTE. IF THERE ARE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,

STEVE SMITH
MACHINE SALES REPRESENTATIVE RIGGS CAT

Accepted by _____ on _____

Signature

Engine RPM and gear display
Hour meter, electronic
Engine air cleaner service indicator,
electronic
Water-in-fuel indicator, electronic

Powerport, 12 volt
Coat hook
Storage compartment
Cup holder
Floor mat, rubber, heavy duty

FLUIDS

Antifreeze, Extended life coolant (-37C)

OTHER STANDARD EQUIPMENT

C - Frame, variable pitch link,
hydraulic cylinders and lines
Engine enclosures
Front pull device
Rigid drawbar
Ecology drains (engine, powertrain and

implement oil, and engine coolant)
Scheduled oil sampling ports (engine,
powertrain implement oil)
Vandalism protection
Heavy duty crankcase guard

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:
Date: 11/1/2012
P.O Number:
Expected Delivery Date:

A. 4
Riggs Cat
Page 7 of 8

Vendor #: 11700 Vendor Name: J.A. RIGGS

Address: Fob Point: Taxable Yes: No: X Quotes Attached Yes: No: x

City: State: Zip Code: 50 Ship to code: Division Head Approval: Dennis E. R...

Requester: BARBARA OLSEN Requester's Employee #: 1940 Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2012 CATERPILLAR D4K2 TRACT TYPE DOZER	1	EA	105,422.00	\$105,422.00	9700.1920.5802.00	02077.2012		
2	PER BID SPECS ON STATE CONTRACT, TO BE				\$0.00				700820
3	UNIT #820, FIXED ASSET #700820				\$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: \$105,422.00

Total: \$105,422.00

Approvals:

Mayor: Department Director: Purchasing Manager:
Finance & Internal Services Director: Budget Manager: IT Manager:
Dispatch Manager: Utilities Manager: Other:

City of Fayetteville Staff Review Form

A. 5
Internal Revenue Services
(IRS) Task Force
Page 1 of 8

City Council Agenda Items
and
Contracts, Leases or Agreements

11/20/2012

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police
Division

Police
Department

Action Required:

Approval of a budget adjustment in the amount of \$30,100 for the revenues and expenses within the IRS Task Force's activity for fiscal year 2012-2013.

\$ 30,100.00
Cost of this request

\$ -
Category / Project Budget

IRS Reimbursements
Program Category / Project Name

various
Account Number

\$ -
Funds Used to Date

Tracking
Program / Project Category Name

08071-1213
Project Number

\$ -
Remaining Balance

General
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Department Director

11-1-12
Date

Previous Ordinance or Resolution #

City Attorney

11-2-12
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

11-2-2012
Date

Received in City
Clerk's Office



Chief of Staff

11-2-12
Date

Received in
Mayor's Office

Mayor

11/8/12
Date

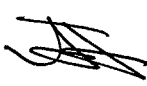
Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: November 2, 2012

Subject: Budget Adjustment for Participation in the Internal Revenue Service Task Force

PROPOSAL:

In the Fall of 2008, the Fayetteville Police Department assigned an officer to the local Internal Revenue Service (IRS) Task Force. Our local IRS Task Force is one of only fifteen (15) such task forces to be established nationwide for the purpose of covert investigations of fraudulent activity. The IRS Task Force provides reimbursement funding for all overtime and operating expenses associated with this officer's task force activities. These expenses included overtime, vehicle lease, fuel, cellular phone, and travel.

Our local IRS Task Force has proven successful in numerous investigations and received funding for continuation from the Department of Treasury. We will be reimbursed for all overtime and operating expenses associated with our officer's task force activities. The attached budget adjustment in the amount of \$30,100 will establish a budget for the revenues and expenses within the IRS Task Force's fiscal years of 2012-2013. The IRS Task Force fiscal year is October through September. These funds will be tracked within our Project Accounting System.

RECOMMENDATION:

Staff recommends approval of a budget adjustment in the amount of \$30,100 for the revenues and expenses within the IRS Task Force's fiscal year of 2012-2013.

BUDGET IMPACT:

Expenses will be reimbursed through funding from the Department of Treasury.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$30,100.00 TO RECOGNIZE REVENUE AND EXPENSES RELATED TO CITY PARTICIPATION IN THE LOCAL INTERNAL REVENUE SERVICE (IRS) TASK FORCE FOR FISCAL YEAR 2012-2013

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 budget adjustment in the amount of \$30,100.00 to recognize revenue and expenses related to City participation in the local Internal Revenue Service (IRS) Task Force for fiscal year 2012-2013. A copy of the budget adjustment is attached as Exhibit "A".

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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

A. 5 V12.0724
Internal Revenue Services
(IRS) Task Force

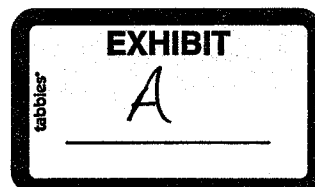
Budget Year	Division: Police Department: Police	Request Date	Adjustment Number
2012		11/20/2012	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Establish revenue and expense budget for our participation in the Internal Revenue Service (IRS) Task Force for fiscal year 2012-2013.

Division Head	Date	Prepared By: <u>Willie Newman</u>
<u>[Signature]</u>	<u>11-1-12</u>	Reference: _____
Budget Director	Date	Budget & Research Use Only
<u>[Signature]</u>	<u>11-1-12</u>	Type: A B C D E P
Department Director	Date	General Ledger Date _____
<u>Paul a. Buh</u>	<u>11-2-2012</u>	Posted to General Ledger Initial Date
Finance Director	Date	Checked / Verified Initial Date
<u>[Signature]</u>	<u>11-7-12</u>	
Chief of Staff	Date	
<u>[Signature]</u>	<u>11/8/12</u>	
Mayor	Date	

TOTAL BUDGET ADJUSTMENT		30,100	30,100		
		Increase / (Decrease)			
Account Name	Account Number	Expense	Revenue	Project.	Sub Number
Personnel Svcs - Contra	1010.2920.5120.00	3X 15,000		08071	1213
Fuel	1010.2920.5213.04	3X 2,000		08071	1213
Travel & training	1010.2920.5304.00	3X 4,000		08071	1213
Lease expense	1010.2920.5309.00	3X 7,800		08071	1213
Telephone expense	1010.2920.5310.01	3X 1,100		08071	1213
Vehicle & machine maint	1010.2920.5403.00	3X 200		08071	1213
IRS Reimbursement	1010.0001.4310.02	RE	30,100	08071	1213



**AGREEMENT BETWEEN TREASURY LAW ENFORCEMENT AGENCIES
and
LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES
FOR THE REIMBURSEMENT OF EXPENSES**

This agreement is entered into by the Fayetteville Police Department (herein after "agency") and Internal Revenue Service, Criminal Investigation, for the purpose of receiving reimbursable costs incurred by the agency in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the Treasury law enforcement agency's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and is valid until termination by mutual agreement of the agency and the Internal Revenue Service, Criminal Investigation or upon 30 day written notice by either party to this agreement.

II. AUTHORITY

This agreement is established pursuant to the provisions of Title 31, U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Treasury law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the agency and the Internal Revenue Service, Criminal Investigation, for the reimbursement of certain overtime and other expenses pursuant to Title 31, U.S.C. § 9703.

IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

The Name of this Task Force is Razorback Financial Crimes Task Force - Western District of Arkansas.

V. CONDITIONS AND PROCEDURES

A. Assignment of Agency Officers

To the maximum extent possible, agency shall assign dedicated officer(s) to the Task Force/Joint Operations via the Form 9973, Reimbursement Request for Overtime Cost and Authorized Expenses form.

The agency shall provide the Internal Revenue Service, Criminal Investigation with the names, titles, badge or ID numbers, and date of last firearms qualification of the officer(s) assigned to the Task Force/Joint Operation in an attachment to this agreement.

B. Requests for Reimbursement of Overtime Expenses

1. The agency may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a Joint Task Force/Operation with the Internal Revenue Service, Criminal Investigation, for the purpose of conducting official Treasury investigations.
2. The agency shall provide the Internal Revenue Service, Criminal Investigation, within 10 days of the signing of this agreement, a mandatory ACH Vendor Payment Enrollment Form for Electronic Funds Transfer.
3. Invoices submitted for the payment of overtime to agency officer(s) shall be submitted on the agency's letterhead with appropriate justification material attached; i.e. receipts, work hours, rental car invoices, etc. The invoice shall be signed by an authorized representative of that agency.
4. The agency will submit all requests for reimbursable payments together with appropriate documentation to their local Internal Revenue Service, Criminal Investigation field office.

The agency shall certify that the request is for overtime expenses incurred by the agency for participation with a joint operation conducted with the Internal Revenue Service, Criminal Investigation. The agency shall also certify that requests for reimbursement of overtime expenses have not been made to other federal law enforcement agencies who may also be participating with the task force/joint operation.

The agency acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force/joint operation and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the agency must be approved and certified by the Internal Revenue Service, Criminal Investigation, which will countersign the invoices for payment.
6. All requests for reimbursement of costs are to be received by the Internal Revenue Service, Criminal Investigation no later than 15 days after the previous month end. These requests for reimbursement are to be for a full month time period, from the first day to the last day of the month.
7. The maximum reimbursement entitlement for overtime costs to any one law enforcement officer cannot exceed \$15,000.00 per fiscal year. This document does not obligate funds. Funding authority and monetary amounts will be provided through Form 9974, Request to Establish Reimbursement.
8. The monetary obligation may be adjusted at anytime by the Internal Revenue Service, Criminal Investigation based upon the following:
 - A) The Internal Revenue Service, Criminal Investigation may modify the total dollar obligation, resulting in an increase or decrease, if it determines that the original obligated amount is not commensurate with the rate of reimbursable requests, based on its analysis of submitted reimbursement requests.
 - B) The adjustments to the monetary obligation may result in a partial and/or total reduction of reimbursement funds requested. Any modification made to an authorized agreement will be documented in writing and immediately provided to the impacted state and local agency.

C. PROGRAM AUDIT

This agreement and its procedures are subject to audit by the Internal Revenue Service, Criminal Investigation, Department of the Treasury, Office of Inspector General, the General Accounting Office, and other government designated auditors. The agency agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years, and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement, as well as the interview of any and all personnel involved in these transactions.

D. REVISIONS

The terms of this agreement may be amended upon the written approval of both the agency and the Internal Revenue Service, Criminal Investigation. The revision becomes effective upon the date of approval.

E. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the Internal Revenue Service Criminal Investigation and the agency, and is not intended to confer any right or benefit to any private person or party.


Signature _____ Date: _____

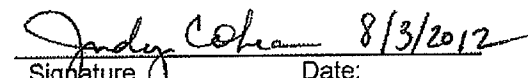
Greg Tabor Chief of Police

Printed Name Title
Fayetteville Police Department

Signature _____ Date: _____

Christopher A. Special Agent in
Henry Charge

Printed Name Title
Criminal Investigation
Nashville Field Office
Internal Revenue Service


Signature _____ Date: _____

Judy Cohea Fiscal Officer

Printed Name Title
Chief Financial Officer
City of Fayetteville Arkansas

Signature _____ Date: _____

Printed Name Title
Criminal Investigation
Internal Revenue Service
Washington, DC

City of Fayetteville Staff Review Form

A. 6
Arkansas State Police
Asset Forfeiture Fund
Page 1 of 8

City Council Agenda Items
and
Contracts, Leases or Agreements

11/20/2012

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Drug Enforcement
Division

Police
Department

Action Required:

Acceptance of a grant award from the Arkansas State Police Assets Forfeiture Fund for the purchase of a undercover drug enforcement vehicle and a covert audio/video recorder and approval of a budget adjustment in the amount \$34,664.

\$ 34,664.00

Cost of this request
2930-2960-5210.00

2930-2960-5802.00

Account Number

08047-1213

Project Number

\$ -

Category / Project Budget

\$ -

Funds Used to Date

\$ -

Remaining Balance

ASP Grant

Program Category / Project Name

Grant

Program / Project Category Name

Drug Enforcement

Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

11-01-12 408:51 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: November 2, 2012

Subject: 2012 Arkansas State Police Special State Asset Forfeiture Grant Award

PROPOSAL:

The Arkansas State Police (ASP) Special Assets Forfeiture grant award will be used by the Fourth Judicial District Drug Task Force (DTF) to purchase an undercover drug enforcement vehicle and a covert audio/video recorder. The DTF needs an additional investigator assigned to the Drug Task Force, but there is no undercover drug enforcement vehicle for their use. Grant funds awarded (\$25,000) for this vehicle are based on the average of several currently available vehicles within our area that meet our operational specification, and include the purchase of a portable radio with covert antenna, portable GPS, and window tinting. The covert audio/video recorder uses current technology to gather indisputable evidence of drug activity for prosecution. This piece of equipment is a key component in our overall drug operations. This grant funding will replace outdated equipment that is inoperable and needs repair. The total cost, including freight and taxes, for the covert audio/video recorder is \$9,664 for a total grant award of \$34,664.

RECOMMENDATION:

Staff recommends acceptance of the 2012 ASP Special Assets Forfeiture grant award for the purchase of an undercover drug enforcement vehicle and a covert audio/video recorder, as well as approval of a budget adjustment in the amount of \$34,664. If you should have any comments or question regarding this grant award, please contact me at extension 500.

BUDGET IMPACT:

This is a non-matching grant award. No local funding sources are required.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$34,664.00 FROM THE ARKANSAS STATE POLICE ASSET FORFEITURE FUND FOR THE PURCHASE OF AN UNDERCOVER DRUG ENFORCEMENT VEHICLE AND A COVERT AUDIO/VIDEO RECORDER, AND APPROVING A BUDGET ADJUSTMENT

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 authorizes acceptance of a grant in the amount of \$34,664.00 from the Arkansas State Police Asset Forfeiture Fund for the purchase of an undercover drug enforcement vehicle and a covert audio/video recorder.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

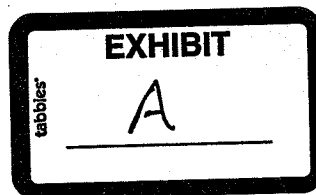
A. 6V12.0724
Arkansas State Police
Asset Forfeiture Fund
Page 4 of 8

Budget Year	Division: Police	Request Date	Adjustment Number
2012	Department: Police	11/20/2012	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION	
1	
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Acceptance of a grant award from the Arkansas State Police Assets Forfeiture Fund for the purchase of a undercover drug enforcement vehicle and a covert audio/video recorder.

Division Head	Date	Prepared By:	<u>Willie Newman</u>					
Budget Director	Date	Reference:						
Department Director	Date	Budget & Research Use Only						
Finance Director	Date	Type:	A	B	C	D	E	P
Chief of Staff	Date	General Ledger Date						
Mayor	Date	Posted to General Ledger	Initial		Date			
	Date	Checked / Verified	Initial		Date			

[illegible]



Mike Beebe
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



Stan Witt
Director

ARKANSAS STATE POLICE COMMISSION

Steve G. Smith
Chairman
Little Rock

Jane Christenson
Vice-Chairman
Harrison

Daniel "Woody" Futrell
Secretary
Nashville

Wallace Fowler
Jonesboro

Frank Guinn, Jr.
Paragould

Dr. Lewis Shepherd
Arkadelphia

John Allison
Conway

Arkansas State Police Special State Asset Forfeiture Grant Award

**Application Organization's Name: 4th Judicial District
Drug Task Force**

Grant #:SSAFF6

Vendor #:800000339

Agency Name: City of Fayetteville Police Department

Address: 100 West Rock Street

City, State, Zip Code: Fayetteville, AR 72701

Telephone: 479-575-8330

Award Start Date: 10/1/2012

Award End Date: 5/31/2013

Award Amount: \$34,664.00

Stan Witt
Colonel Stan Witt
Director

10/25/12
Date

Agency Director

Date

Arkansas State Police
Special State Assets Forfeiture Fund
1 State Police Plaza Drive
Little Rock, AR 72209

MEMORANDUM OF UNDERSTANDING

In accordance with Act 830 of the 2007 session of the Arkansas 86th General Assembly the Arkansas State Police was charged with the responsibility of disbursing moneys from the Special State Assets Forfeiture Fund and federal forfeitures.

Pursuant to the foregoing authority, the Arkansas State Police has established the Special State Assets Forfeiture Fund Committee to award funds, which in the Committee's opinion, will best facilitate drug enforcement operations.

In accordance with the foregoing a joint agreement between the Arkansas State Police and the 4th Judicial District Drug Task Force is entered for a period of October 1, 2012 through May 31, 2013.

The recipient of the awarded funds agrees to maintain records and receipts for items purchased with the grant funds and will furnish copies of all receipts to the Arkansas State Police by the 10th day of the month following the expenditure.

Any modification or changes above 10% to the grantee's approved budget must be authorized by the Arkansas State Police before expenditures for the changes can be made. Any awarded funds not expended during the period set out in the preceding paragraph and in accordance with grantee's budget or approved changes shall be refunded to the Arkansas State Police by 4:30 p.m. May 31, 2013.

The awarded funds are subject to audit by the Arkansas State Police and/or the Department of Legislative Audit. Misuse of these funds will result in the 4th Judicial District Drug Task Force reimbursing the Arkansas State Police for the funds awarded.

The following items will NOT be considered for funding and any funds awarded should not be used for these items:

- Salaries, over time, fringe benefits related to salaries
- Contractual services, and travel related expenditures
- Electronic Immobilization Devices
- Drug Court Programs
- Real Estate
- Vessel or Aircraft
- Construction Projects
- Buy Money

This MOU shall remain in full force and effect beginning on the date of signature and continuing for the duration of the current agreement period.

SIGNATURES

Colonel Stan Witt
Director
Arkansas State Police

Date: _____

Lioneld Jordan Chief Administrator
4th Judicial District Drug Task Force

Date: _____

City of Fayetteville Staff Review Form

A. 7
 Jacobs Engineering Group, Inc.
 Amendment No. 4
 Page 1 of 20

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

11/20/2012

City Council Meeting Date
 Agenda Items Only

Chris Brown CB
 Submitted By

Engineering
 Division

Development Services
 Department

Action Required:

A resolution approving Supplemental Agreement #4 to the contract with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$768,033.41.

\$153,606.68 2009 Str. Sales Tax	\$ 558,074.00	
\$614,426.73 federal grant/expense		Flyover (FEEDC)
Cost of this request	Category / Project Budget	Program Category / Project Name
4520.9540.5314.00	\$ 153,606.68	
4470.0947.4309.00		
4470.9470.5314.00	\$ -	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
	\$ 404,467.32	
06035.1700	\$ -	2009 Street Bonds
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒

Chris for Jeremy Pate
 Department Director

11/2/12
 Date

Previous Ordinance or Resolution # 146-08

[Signature]
 City Attorney

11-5-12
 Date

Original Contract Date: 7/14/2008Original Contract Number: 2061

Paul a. Bunker
 Finance and Internal Services Director

11-5-2012
 Date

Received in City
 Clerk's Office

Kim G.

Don Man
 Chief of Staff

11-7-12
 Date

Received in
 Mayor's Office

ENTERED
11/5/12
PH

Frederick Jordan
 Mayor

11/8/12
 Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

Council Meeting of November 20, 2012

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

From: Chris Brown, City Engineer *CB*

Date: November 2, 2012

Subject: **A Resolution approving Supplemental Agreement No. 4 to the contract with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$768,033.61 and approve a Budget Adjustment.**

PROPOSAL:

The Fayetteville Expressway Economic Development Corridor (FEEDC) is a federally funded project that will provide better traffic flow and better access to the businesses in the project area. Jacobs Engineering Group is the design engineer on the Roundabout and Flyover Projects. Construction is approximately 45% complete on the Roundabout Project, and the Flyover Project has been advertised for construction bids.

The proposed Supplemental Agreement No. 4 attached to this memo provides for additional work to be performed by Jacobs Engineering on the project. This additional work includes:

1. Title I Services - Revising and resubmitting pavement design for the roundabout and fly-over, revising right-of-way documents, revising roundabout horizontal alignments after initial alignment approval, and bridge designing details.
2. Title II Services - Construction Management services including quality assurance testing for the Flyover Project. Construction Management services were not included in the original contract.
3. Title II Services - Quality Assurance Testing of bridge structural steel inspection and bridge elastomeric bearings. This cost is not included at this time until bids have been received and the general contractor informs the City of the location of the steel manufacturing plant. (A separate agenda item will be presented at a future City Council meeting to approve these inspection services.)

The total cost of Item 1 is \$40,863.12, and the cost for Item 2 is \$727,170.49. Therefore, the total proposed amount of Supplemental Agreement No. 4 is \$768,033.61. Of this amount, 80% is eligible for reimbursement through the federal earmark for this project, leaving the City's portion to be paid out of the Bond Program at \$153,606.72.

RECOMMENDATION:

Staff recommends City Council approval of Supplemental Agreement #4 as the additional work described above is warranted and necessary to adequately manage the construction phase of the Flyover Project.

BUDGET IMPACT:

This project is based on an Agreement Of Understanding with AHTD in which Federal Aid money will pay 80% of the contract amount and the City will pay 20%. The Federal portion will be paid from the Federal Earmark received by the City in the 2005 Highway Bill and the City's portion will be paid from the Transportation Bond Fund. This contract will be paid from the Transportation Bond Program Fund and from the federal funding available for the project.

RESOLUTION NO. _____

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 4 TO THE CONTRACT WITH JACOBS ENGINEERING GROUP, INC. IN THE AMOUNT OF \$768,033.41 FOR ENGINEERING SERVICES FOR THE FAYETTEVILLE EXPRESSWAY DEVELOPMENT CORRIDOR PROJECT, AND APPROVING A BUDGET ADJUSTMENT

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 Supplemental Agreement No. 4 to the contract with Jacobs Engineering Group, Inc. in the amount of \$768,033.41 for engineering services for the Fayetteville Expressway Development Corridor Project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

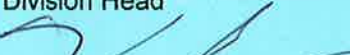
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

A. 7 V11.0310
Jacobs Engineering Group, Inc.
Amendment No. 4
Adjustment Number
Page 3 of 20

Budget Year 2012	Division: Engineering Department: Development Services	Request Date 11/2/2012	Adjustment Number Amendment No. 4 Page 3 of 20
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION	
1	2
3	4
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99	100

A resolution approving Supplemental Agreement #4 to the contract with Jacobs Engineering Group, Inc. for engineering services for the Fayetteville Expressway Economic Development Corridor Project in the amount of \$768,033.41.

	<u>11/21/12</u>	Prepared By: _____	<i>ehutchens</i>
Division Head	Date	Reference: _____	
	<u>11-2-2012</u>	Budget & Research Use Only	
Budget Director	Date	Type: A B C <u>D</u> E P	
_____ Department Director	_____ Date	General Ledger Date	<u>6/7/2011</u>
	<u>11-5-2012</u>	Posted to General Ledger	Initial _____ Date _____
Finance Director	Date	Checked / Verified	Initial _____ Date _____
	<u>11-7-12</u>		
Chief of Staff	Date		
	<u>11/8/12</u>		
Mayor	Date		

TOTAL BUDGET ADJUSTMENT		<u>614,427</u>	<u>614,427</u>	
		Increase / (Decrease)		Project.Sub
Account Name	Account Number	Expense	Revenue	Number
Federal Grants-Capital	4470.0947.4309.00		-	06035 . 1700
Professional services	4470.9470.5314.00	614,427	-	06035 . 1700
Street improvements	4520.9540.5809.00	(153,607)		06035 2000
Street improvements	4520.9540.5809.00	153,607		06035 1700
			-	
			-	
			-	
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			-	
			-	
			-	

Supplemental Agreement No. 4
Job No. 040505
F.A.P. HPP2-2816(1)
Fayetteville Expressway Economic Development Corridor P.E.

Date _____

WHEREAS, the City of Fayetteville, Arkansas and Jacobs Engineering Group, Inc. entered into an Agreement for Engineering Services on September 5, 2006; and,

WHEREAS, representatives of the City of Fayetteville, Arkansas requested work in addition to that defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement to include the additional work requested:

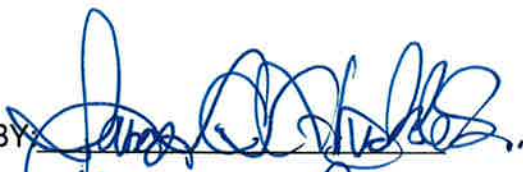
MODIFICATIONS:

- 1) The "Contract Ceiling Price" (Section 1.4) is increased from **\$1,246,066.85 to 2,014,100.46**
- 2) The "Indirect Cost Rate" (Section 1.10) is changed from 123.26 percent to 123.01 percent and a field office indirect cost rate is changed from 96.94 percent to 99.08 percent.
- 3) The "Title I Services Ceiling Price" (Section 1.14) is increased from **\$964,549.93 to \$1,005,413.05.**
- 4) The "Title II Services Ceiling Price" (Section 1.17) is increased from **\$281,516.92 to \$1,008,687.41.**
- 5) The "Fee" (Section 3.4) is increased from **\$86,052.43 to \$90,132.34 for Title I Services, from \$27,002.84 to 99,251.38 for Title II Services.**
- 6) See Attachment A for modifications to Sections 6, 9 and 17.
- 7) See Attachments A5, A6, and A7 for modifications to Appendix A – Justification of fees and cost.
- 8) See Attachments B1-B for modifications to Attachments B1.
- 9) The completion date (Section 17.1) for Job No. 040505 is changed from December 22, 2011 to July 8, 2014. See attachment D-3 for modifications to Appendix D.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 4, to be effective upon the date set out above.

Jacobs Engineering Group, Inc.

City of Fayetteville, Arkansas
Mayor Lioneld Jordan

BY: 
Title: MANAGING PRINCIPAL

BY: _____

Mayor: _____

**Supplemental Agreement No. 4
Job No. 040505
F.A.P. HPP2-2816(1)
Fayetteville Expressway Economic Development Corridor P.E.**

ATTACHMENT A

DESCRIPTION OF ADDITIONAL WORK – Work to be accomplished under this supplemental agreement consists of additional Title I service to provide additional services for revising and resubmitting pavement design for the roundabout and fly-over, revising right-of-way documents, revising roundabout horizontal alignments after initial alignment approval, and bridge designing details. In addition, this supplemental includes Title II services to include construction management for the construction of the Fly-Over project.

The following paragraphs will be modified or added.

6.2 Title II Services

The words “and AHTD Job 040535.” shall be added to the end of the first sentence of the first paragraph.

9.0 TITLE II SERVICES TO BE PROVIDED BY ENGINEER - The following paragraphs will be added.

9.1.1 – Quality Assurance Testing

Quality Assurance testing in accordance with AHTD Standard Specification 807 and 808 is not a part of this contract.

9.1.2 – Job 040535 Staffing

The Engineer shall provide Resident Engineer (RE) and inspector staffing at an average rate of 20 hours and 48 hours per week, respectively. Contractor's hours on-site will be tracked and recorded daily. The Engineer will notify the City in writing if the Contractor's hours on site exceed an average 48 hours per week rate. The City will either provide qualified staff to cover inspection efforts beyond 48 hours per week or provide for the additional time required under a supplemental agreement.

9.3 Review and Approval of Shop Drawings

The sentence “No shop drawing will be reviewed in this project.” shall be stricken and replaced with the following sentence and following paragraph.

No shop drawings will be reviewed for AHTD Project 040536.

For AHTD Project 040535, the consultant will be responsible for the review and approval of the shop drawings of the bridge elements as structural steel, bearing assemblies, and stay-place deck forms. Drawings will be reviewed to ensure that the fabricator produces a finished product that generally meets the materials and design requirements shown in the plans. In general, the review is not intended to verify the accuracy of all dimensions relative to fabrication nor the accuracy of quantities. The review will include:

- Verification that all materials are supplied as designated on the plans to include paint
- Verification that all members are the size specified on the plans

- Verify number and size of bolts in miscellaneous connections and plates such as sheet connectors, stiffeners and splice plates
- Check dimensions center to center of bearings
- Block and camber diagrams will not be reviewed
- Verify weld sizes and procedures
- Check cleaning designations
- Circle and dimensions that we find which are obviously incorrect
- Verify joint size versus seal size and blocking diagram of expansion devices
- Detailed dimensions will not be checked
- Bolts lists will not be checked
- Traffic Signal Submittals

17. TERM, COMMENCEMENT, AND COMPLETION -

Section 17.3.1 shall be deleted in entirety and replaced with the following.

- 17.3.1. Title II services for Job 040536 shall be completed within 300 calendar days of the roundabout over bid advertisement based on maximum construction duration of 210 calendar days.
- 17.3.2. Title II services for Job 040535 shall be completed within 574 calendar days of the fly-over bid advertisement based on maximum construction duration of 560 calendar days.

Supplemental Agreement #4 - Attachment A5
Job No. 040535 and 040536
F.A.P. HPP2-2816(1)
FEEDC P.E. (Fly-Over Design & Roundabout)
City of Fayetteville
Washington County, Arkansas

WORK TASK DESCRIPTION	Project Director	Project Manager	Senior Engineer	Engineer II	Party Chief	CADD Tech II	CADD Tech I	Admin. Assistant	Total hours per task
	hr	hr	hr	hr	hr	hr	hr	hr	
AHTD Job Number 040536 - Roundabout									
Amendment 4									
Jacobs submitted 15% Plans to the City and the AHTD for line and grade approval. Jacobs received no major comments (received on 2/27/09) on the 15% submittal related to line and grade and was further directed by AHTD in e-mail to ignore all comments outside of AHTD ROW. Jacobs then proceeded to produce 50% plans. The 50% plans had line and grade comments and specific areas noted as unacceptable. Jacobs was directed by the AHTD to address the 50% comments and to submit a 60% plans (an extra submittal outside the contract scope) for approval.	4	24		60		100			188
Amendment #3 provided provisions for sub-consultant GHBW to provide a pavement design for the roundabout. In submission of the GHBW pavement design the AHTD requested the submission format of the design be revised to a format preferred by the AHTD. The preferred format was not disclosed to GHBW during the Amendment Review process and subsequently Jacobs personnel worked with the AHTD roadway division to obtain the necessary approval by revising the pavement design format as requested.		2		8					10
100% completed ROW documents were submitted to the City and AHTD. The City called Jacobs to determine why the ROW plans were revised without the City's knowledge. Jacobs investigated and determined the AHTD ROW Division had revised the plans without informing Jacobs and sent revised plans to the City and District 4. Subsequently, Jacobs revised the previously submitted 100% ROW documents for modifications to the control-of-access per the AHTD's home office direction.		4				8			12
Jacobs received the City produced McDonald Eye Associate new driveway post ROW negotiations. Jacobs inserted into the plans, revised quantities and cost estimate.		8				8	4		20
Jacobs inserted special details into the Plans to address AHTD's Distract 4 comments related to bike trail protection, confirmation with Bridge division the protection conformed to the latest design criteria, included plan sheets and quantities in the Plans.	4	4					24		32
All Plan and Project Manual submittals printed to PDF as requested by the City		8						12	20
Subtotal - Civil Engineering	8	50	0	68	0	116	28	12	282
AHTD Job Number 040535 - Fly-Over									
Amendment 4									
Improperly documented/filled ROW map by Milholland Surveying which created a ambiguous track of land with undocumented owner. This required additional coordination and right-of-way plan submission.		4			2	4			10
Revisions to 100% ROW plans based on AHTD rejection of additional ROW from CMN Business Park.	1	2				4			7
City approved "V" shaped pier design for the interior bents could not be accurately modeled in design software RC Pier as assumed. Hand calculations were performed for load determinations and these loads were entered into STAAD design software to finalize the design of the bents.	20		40						60
Control of Access Changes to ROW plans and 90% Plans		2		8	4				14
All Plan and Project Manual submittals printed to PDF as requested by the City		8						12	20
Subtotal - Civil Engineering	21	16	40	8	6	8	0	12	111
Amendment Totals	29	66	40	76	6	124	28	24	393

Supplemental Agreement #4 - Attachment A6
Job No. 040536
F.A.P. HPP2-2816(1)
FEEDC P.E. (Fly-Over Title II Services)
City of Fayetteville
Washington County, Arkansas

SUMMARY OF FEES AND COSTS - TITLE II - FEEDC Roundabout

Jacobs Engineering Group, Inc				
1. Direct Labor	Rate/Hour	Man-hours	Cost	Subtotals
Project Director	\$71.50	244.0	\$17,446.00	
Project Manager	\$57.00	368.0	\$20,976.00	
Resident Engineer	\$46.50	1800.0	\$83,700.00	
Senior Engineer	\$48.00	720.0	\$34,560.00	
Senior Inspector	\$35.75	3364.0	\$120,263.00	
CADD Technician II	\$26.50	136.0	\$3,604.00	
Survey Manager	\$49.50	52.0	\$2,574.00	
Party Chief	\$28.50	140.0	\$3,990.00	
Survey Tech	\$20.00	140.0	\$2,800.00	
Admin. Assistant	\$19.75	800.0	\$15,800.00	
Subtotals		7764.00	\$305,713.00	\$305,713.00
2. Burden	Rate	Base	Cost	
Audited Field Rate	96.94%	\$305,713.00	\$296,358.18	
Subtotals			\$296,358.18	\$296,358.18
3. Direct Costs				
Full Size Plots	500.00 Shrs @	\$5.00 /Shr =	\$2,500.00	
Half Size Plots	1000.00 Shrs @	\$0.50 /Shr =	\$500.00	
Photo copies	1000.00 Shrs @	\$0.15 /Shr =	\$150.00	
Telephone/FAX Charges	20 Months @	\$15.00 /Month =	\$300.00	
Express Deliveries	12.00 @	\$15.00 /Ea =	\$180.00	
Courier Deliveries	0.00 @	\$6.50 /Ea =	\$0.00	
Auto Mileage	8000.00 mi @	\$0.55 /mi =	\$4,400.00	
Air Travel	0.00 RT @	\$0.00 /RT =	\$0.00	
Meal Expenses	45 Days @	\$30.00 /Day =	\$1,350.00	
Lodging	45 Days @	\$76.48 /Day =	\$3,441.60	
Construction Vehicle Rate	20 Months @	\$702.00 /Month =	\$14,040.00	
Cell Phone Contract	20 Months @	\$100.00 /Month =	\$2,000.00	
Inspection Equipment	20 Months @	\$50.00 /Month =	\$1,000.00	
Subtotals			\$29,861.60	\$29,861.60
4. Subcontracts				
GHBW			\$22,989.17	
Subtotals			\$22,989.17	\$22,989.17
5. Fee				
Fee			\$72,248.54	
Subtotals			\$72,248.54	\$72,248.54
6. Total Cost Additional				\$727,170.49

Supplemental Agreement #4 - Attachment A6
Job No. 040536
F.A.P. HPP2-2816(1)
FEEDC P.E. (Fly-Over Title II Services)
City of Fayetteville
Washington County, Arkansas

TASK AND DESCRIPTION Job No. 040535	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	Task Total Manhours
	Project Director	Project Manager	Resident Engineer	Senior Engineer	Senior Inspector	CADD Technician II	Survey Manager	Party Chief	Survey Tech	Admin. Assistant	
Project Administration											
1 Project Coordination (Setup, Tracking, etc...)	40	60									100.0
2 Administration (Invoice, Correspondence, etc...)	20	80									100.0
3 Miscellaneous Meetings	40	40	40								120.0
4 Off-site inspection borrow pits, coordination, etc...					4						4.0
Subtotal	100	180	40		4						324.0
Survey Control											
1 Project Control							12	20	20		52.0
2 Beam / Girder Profiles							12	40	40		92.0
3 Cross Sections							12	40	40		92.0
4 Quantity Documentation							16	40	40		96.0
Subtotal							52	140	140		332.0
Project Inspection & Engineering Management Services											
1 Project Setup	20	40	80		80					60	280.0
2 Inspection & Management	20	40	1600	640	3200					480	5980.0
3 Engineering Support	20	40									60.0
4 Bridge Shop Drawing Review, revisions, and questions	60	20		80		80					240.0
5 Traffic Signal shop drawing review, revisions, and questions		20				16					36.0
6 Project Closeout	20	20	80		80					100	300.0
7 Final As-Built Drawings per District 4 permit	4	8				40					52.0
8 Paperwork scanning to PDF as requested by City of Fayetteville										160	160.0
Subtotal	144.0	188.0	1760.0	720.0	3360.0	136.0				800.0	7108.0
Subtotal	244.0	368.0	1800.0	720.0	3364.0	136.0	52.0	140.0	140.0	800.0	7764.0

Supplemental Agreement No. 4

ATTACHMENT B1-B

SUBCONSULTANT AGREEMENT NO. WLXL6300-S11-0001-MOD1

Job No. 040505

F.A.P. HPP2-2816(2) and HPP2-3757(1)

WHEREAS, the City of Fayetteville, AR ("Owner") and Jacobs Engineering Group Inc., (formerly Carter and Burgess, Inc.) ("Consultant") entered into an Agreement for Engineering Services ("Prime Agreement") on September 5, 2006; and,

WHEREAS, the Prime Agreement for Engineering Services has been novated over to Jacobs Engineering Group Inc. This and all future supplemental agreements and documentation under this project will reflect this novation; and,

WHEREAS, the Consultant and Grubbs, Hoskyn, Barton & Wyatt, Inc. ("Subconsultant") entered into a Subconsultant Agreement on July 15, 2008 in connection with the Prime Agreement between the Consultant and the Owner and this and all future supplemental agreements and documentation under this agreement shall reference the above Subconsultant Agreement number; and,

WHEREAS, representatives of the Owner requested work in addition to that defined in the Prime Agreement.

NOW THEREFORE, the following modifications will be made to the Subconsultant Agreement to include the additional work requested:

MODIFICATIONS:

3. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

10) The first paragraph shall be stricken and replaced with the following.

"For AHTD Job 040536, the scope of the construction and materials testing services will consist of performing field observations and testing including subgrade evaluation, undercut observations, density testing for embankments and pavement base, asphalt and concrete testing. The scope of these services also includes laboratory tests including soil classification, proctors, gradation and concrete breaks. All testing services will be provided in accordance with AHTD Standard Specification for Highway Construction (latest edition) and Manual of Field Sampling and Testing Procedures."

12) The following shall be added:

For AHTD Job 040535, The Title II scope of services under this Agreement will consist of providing materials sampling and testing services to assist the Owner and Consultant in the administration of the proposed improvements. The Subconsultant will provide these services in accordance with AHTD standards, i.e., Standard Specifications for Highway Construction, current Resident Engineer's Manual, and the Manual of Field Sampling and Testing Procedures. The Subconsultant shall be responsible to ensure the project is constructed in substantial conformance to the construction plans, special provisions and specifications, and the Owner's relevant standards and manuals. The scope of the construction and materials testing services will consist of, but not be limited to, performing field observations and testing including but not limited to subgrade evaluation, undercut observations, density testing for embankments and pavement base, asphalt and concrete testing. Also included is laboratory testing including soil classification, proctors, gradation and concrete breaks. All data and reports shall be quantified and mailed and e-mailed to Jacobs.

- a) The Subconsultant will provide all materials, testing laboratory equipment and staff, office clerical staff, vehicles and equipment and supplies, as required to provide the Service.
- b) The Subconsultant will provide all necessary services to include, but not limited to, identification and recommendation of corrections of omissions, substitutions, defects, and deficiencies in the work of the Construction Contractor, its subcontractors, its vendors and its consultants.
- c) The Subconsultant shall perform Project-site sampling and testing of component materials and completed work items to ensure the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract provisions. The Subconsultant shall meet the minimum sampling frequencies and other provisions as contained in the AHTD "Manual of Field Sampling and Testing Procedures."
- d) The Subconsultant shall perform all on-site sampling of materials and such testing of materials and completed work items that are normally required to verify conformance with the contract documents. The inspection and sampling of materials and components, and testing required at locations remote from the vicinity of the project will be performed by the Subconsultant including off-site batch plants.
- e) The Subconsultant shall provide the services of a Testing Laboratory to perform materials testing of the construction materials incorporated in the work. The Testing Laboratory shall perform material tests in accordance with the AHTD "Manual of Field Sampling and Testing Procedures." The Testing Laboratory shall be an accredited participant in the American Society of Testing Materials (ASTM), Aggregate Materials Reference Laboratory (AMRL) and the Concrete Reference Laboratory (CCRL).
- f) The Testing Laboratory shall furnish a Laboratory Supervisor who shall be responsible for all Project-site materials testing, documentation, and reporting of test results. The Testing Laboratory shall report test results by phone or fax machine on critical construction items within four hours after the test results have been obtained. A written report shall be prepared and sent to the Consultant within 48 hours after test results are known on any test performed by the Testing Laboratory.
- g) The Subconsultant shall be responsible for on-site job control samples to determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, AHTD label, AHTD stamp, etc.
- h) The Subconsultant shall maintain and copy the Consultant on a log of each individual test record in accordance with the AHTD materials testing manual.

For the bridge drilled shafts GHBW will:

- i) Verify suitable shaft bearing stratum and adequate penetration into the bearing stratum as per the structural plans
- j) Provide assistance during the drilled shaft construction as requested.

For the bridge pilings GHBW will:

- k) Provide assistance during bridge piling for pile hammer system compliance, pile soundness, and contractor methods as requested.

For the bridge footings GHBW will:

- l) Provide assistant during bridge footings for compliance of the size and depth of footing excavations with respect to the geotechnical recommendations; verify suitable bearing stratum, and contractor methods as requested.

For the MSE wall footings GHBW will:

- m) Review of MSE wall vendor calculations for appropriate assumptions and adequate wall stability and bearing.
- n) Verify suitable bearing stratum.
- o) Provide assistance during MSE wall construction as requested.

3. COSTS, FEES, PAYMENTS, AND RATE SCHEDULES

- 3.2. Project 1:
The total not-to-exceed cost for the construction services for Title II services will be **\$22,989.17**. The fixed fee for Title II services will be **\$2,372.31**.

Detailed costs for the scope of work described above are shown in Attachment A7.

- 3.3. The Indirect Cost Rate for the subconsultant under this agreement shall be 156.41%.

10. NOTICE

- 10.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

10.1.1. To the Subconsultant:

Grubbs, Hoskyn, Barton & Wyatt, Inc.
341 West County Line Road
Springdale, AR 72764
ATTN: Subra Bhat, Ph.D., P.E.

10.1.2. To the Consultant:

Jacobs Engineering Group, Inc.
3729 N. Crossover Road
Suite 111
Fayetteville, AR 72703-5538
ATTN: Kip Guthrie, PE

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective

JACOBS ENGINEERING GROUP, INC.

BY: _____

Bill Bullion
Procurement Manager

GRUBBS, HOSKYN, BARTON & WYATT, INC.

BY: _____

Subra Bhat, Ph.D., P.E.
Principal/Manager of Springdale Office

Supplemental Agreement #4 - Attachment A7
Job No. 040505
F.A.P. HPP2-2816(1)
FEEDC P.E. (Fly-Over Title II Services)
City of Fayetteville
Washington County, Arkansas

Geotechnical Cost

Grubbs, Hoskyn, Barton & Wyatt, Inc.				
1. Direct Labor	Rate/Hour	Manhours	Cost	Subtotals
Principal	\$42.00	100	\$4,200.00	
Project Manager	\$36.00	40	\$1,440.00	
Project Engineer	\$35.00	0	\$0.00	
Staff Engineer	\$30.00	0	\$0.00	
Lab Technician	\$14.25	40	\$570.00	
Field Technician	\$12.00	60	\$720.00	
Engineering Aide/Clerical	\$13.00	60	\$780.00	
		300	\$7,710.00	\$7,710.00
2. Burden	Rate	Base	Cost	
Overhead	156.41 %	\$7,710.00	\$12,059.21	
			\$12,059.21	\$12,059.21
3. Direct Costs				
Vehicle Mileage, miles	1248	\$0.55 /mi =	\$686.40	
Photo copies	700	\$0.15 /Sht =	\$105.00	
Stamps	125	\$0.45 /Ea =	\$56.25	
				\$847.65
4. Subcontracts				
			\$0.00	\$0.00
5. Fee				
Fee	subtotal	\$19,769.21	\$2,372.31	
			\$2,372.31	\$2,372.31
6. Total Contract Cost				\$22,989.17

Supplemental Agreement #4 - Attachment A7

Job No. 040505

F.A.P. HPP2-2816(1)

FEEDC P.E. (Fly-Over Title II Services)

City of Fayetteville

Washington County, Arkansas

Geotechnical Cost

TASK AND DESCRIPTION	(1)	(2)	(5)	(6)	(7)	Task Total Manhours
	Principal	Project Manager	Lab Technician	Field Technician	Engineering Aide/Clerical	
Job No. 040535						
Project Administration						
1 Project Coordination (Setup, Tracking, etc...)	4				4	8
2 Administration (Invoice, Correspondence, etc...)	4				20	24
3 Miscellaneous Meetings	12	4				16
4 Off-site inspection borrow pits, coordination, etc..		2				2
Subtotal	20	6	0	0	24	50
Project Inspection & Engineering Management Services						0
1 Bent 1 - 6 piles	12	4	4	10		30
2 Bent 2 - 96" Drilled Shaft	6	2	4	4		16
3 Bent 3 - 96" Drilled Shaft	6	2	4	4		16
4 Bent 4 - 96" Drilled Shaft	6	2	4	4		16
5 Bent 5 - 96" Drilled Shaft	6	2	4	4		16
6 Bent 6 - 96" Drilled Shaft	6	2	4	4		16
7 Bent 7 - 6 piles	12	4	4	10		30
8 Deck Pour	6	2	4	4		16
9 Roadway Testing	6	2	4	8		20
10 MSE Wall (stability calculation check per report)	2	8			4	14
11 MSE Wall (field testing)	4	2	4	8		18
12 Project Closeout	8	2			16	26
12 Paperwork scanning to PDF as requested by City of Fayetteville					16	16
Subtotal	80	34	40	60	36	300
	100	40	40	60	60	

Supplemental Agreement #4 - Attachment D-3
Job No. 040535 and 040536
F.A.P. HPP2-2816(1)
FEEDC P.E. (Fly-Over Design & Roundabout)
City of Fayetteville
Washington County, Arkansas

FAYETTEVILLE EXPRESSWAY ECONOMIC DEVELOPMENT CORRIDOR P.E.
State Job No. 040505 & 040506
Federal Aid Project No. HPP2-3757(1), HPP2-3757(2) and HPP2-2816(2)

Activity Description	Duration	Start	Finish
Fly-Over Design Schedule	-39675	8/15/08	
Notice to Proceed	X	Completed	
Break in Access Submittal (Step 2)	X	Completed	
Draft CE submittal	X	Completed	
Public Meeting	X	Completed	
Design Surveys	X	Completed	
AHTD and FHWA Approval of BIA and Env. Documentation and Sain Extension Memorandum	X	Completed	
Geotechnical Engineering - prepared to mobilize with BIA approval	X	Completed	
Preliminary Design 30% Submittal - 30 days from geotechnical data	X	Completed	
AHTD 30% Preliminary Design Review and Approval	X	Completed	
Preliminary Design 60% Submittal - 90 days from 30% Design approval	X	Completed	
AHTD 60% Preliminary Design Review and Approval	X	Completed	
Final Design 90% Submittal - 90 days from Preliminary 60% Design approval	X	Completed	
AHTD 90% Final Design Review and Approval	X	Completed	
Final Design 100%Submittal - 30 days from 90% review comments	X	Completed	
Plan Advertisement, Contract Award, NTP Given to Contractor	60	10/12/12	12/11/12
Title II Services	574	12/11/12	7/8/14
Roundabout Design Schedule			
Draft CE submittal	X	Complete	
Public Meeting	X	Complete	
AHTD and FHWA Review of Draft CE submittal	X	Complete	
Design Surveys	X	Complete	
Schematic 15% Design	X	Complete	
AHTD 15% Schematic Review/Approval and Comment Clarification	X	Complete	
Environmental Documentation	X	Approved	
Geotechnical Engineering	X	Complete	
Preliminary Design 50% Submittal - 60 days from Schematic Design 15% Design approval	X	Complete	
AHTD 50% Preliminary Design Review and Approval	X	Complete	
AHTD 60% Preliminary Design Review and Approval	X	Complete	
Final Design 90% Submittal - 90 days from Preliminary 50% Design approval	X	Complete	
AHTD 90% Final Design Review and Approval	X	Complete	
Final Design 100%Submittal	X	Complete	
Property Acquisition, Utility Relocation, Plan Advertisement and Contract Award	X	Complete	3/26/12
Title II Services	300	3/26/12	1/20/13

Greenland

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/20/2012

City Council Meeting Date
Agenda Items Only

Submitted By	Division	Department
David Jurgens	Utilities	Utilities

Action Required:

Approval of a professional engineering services agreement with Garver Engineers for on-call engineering and surveying services for \$25,000 (\$12,500 water and \$12,500 sewer) and engineering design services for the Greenland Sewer Rehab project in the amount of \$100,087.04 with a contingency of \$10,000.

\$ 12,500	\$ 441,002	Water Line Projects as Needed
\$ 12,500	\$ 4,097,341	Sanitary Sewer Rehabilitation
\$ 110,087	\$ 4,097,341	Sanitary Sewer Rehabilitation
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5600.5314.00	\$ 329	Water and Wastewater
5400.5700.5314.00	\$ 878,591	Water and Wastewater
5400.5700.5314.00	\$ 878,591	Water and Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
4020.1202	\$ 440,673	Water and Sewer
02017.1202	\$ 3,218,750	Water and Sewer
02017.1201	\$ 3,218,750	Water and Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

[Signature] 2 Nov 12 Previous Ordinance or Resolution # _____
Department Director Date

[Signature] 11-2-12 Original Contract Date: _____
City Attorney Date Original Contract Number: _____

Paul A. Behn 11-5-2012
Finance and Internal Services Director Date

Received in City Clerk's Office 02-12 P01:53 RCVD

[Signature] 11-6-12
Chief of Staff Date

Received in Mayor's Office

[Signature] 11/8/12
Mayor Date

ENTER 11/2/12 PH

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Fayetteville Water and Sewer Committee

From: David Jurgens, Utilities Director 

Date: November 2, 2012

Subject: Approval of engineering services agreement with Garver Engineers, LLC for engineering design services

RECOMMENDATION

City Administration recommends approval of a professional engineering services agreement with Garver Engineers, LLC for on-call engineering and surveying services for \$25,000 (\$12,500 water and \$12,500 sewer) and engineering design services for the Greenland Sewer Rehab project in the amount of \$100,087.04 with a contingency of \$10,000.

BACKGROUND

The City of Fayetteville requires the need for professional engineering and surveying services on an on-call basis for various water and wastewater facilities. The services will vary depending on the specific need at the time.

Collection system rehabilitation reduces infiltration and inflow (I/I) in the system, therefore offsetting domestic flow increases, thus extending the life of pumping stations and interceptors and increasing the amount of future growth that can occur in the basins. This rehabilitation project is a major component of the City's larger action plan to proactively address the continued sewer challenges in the area. The wastewater flows from the City of Greenland and a portion of southern Fayetteville are transported to the sewer interceptor along south Fayetteville, ultimately resulting in treatment at the Noland WWTP.

DISCUSSION

Unforeseen projects emerge during the course of doing business in the Water & Sewer Department. Reacting quickly to the need of rerouting water or sewer lines as a result of circumstances beyond the control of typical operations is imperative. Retention of professional engineering and surveying services from Garver Engineers LLC will provide the means necessary to respond quickly to the needs of the Department. \$12,500 for water and \$12,500 for sewer is requested.

The Greenland Sewer Rehab Project will cover Greenland and significant areas of southern Fayetteville and consist of replacement and/or upsizing of approximately 10,500 linear feet of gravity sewer and manholes as needed and point repairs for approximately 15 sewer line segments in Greenland, Basin W-32 as previously defined by RJN Group in the last sanitary sewer evaluation study. The proposed gravity sewer sizes will range from 8-inches to 15-inches in diameter. Garver Engineers, LLC will survey the areas and prepare plan and profile drawings for the project. The Utilities Capital Projects team will assemble the drawings with construction specifications and administer the bidding and construction phases of the contract. The project will be funded through a \$287,000 State Tribal and Assistance Grant (received in late 2010), Greenland supplied funding, and Fayetteville water and sewer funds from the sanitary sewer rehabilitation project.

BUDGET IMPACT

Funds are available in the respective projects, Water Line Projects as Needed and Sanitary Sewer Rehabilitation Project.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC FOR ON-CALL ENGINEERING AND SURVEYING SERVICES IN THE AMOUNT OF \$25,000.00 AND ENGINEERING DESIGN SERVICES FOR THE GREENLAND SEWER REHABILITATION PROJECT IN THE AMOUNT OF \$100,087.00, AND APPROVING A PROJECT CONTINGENCY OF \$10,000.00

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 a professional engineering services agreement with Garver, LLC for on-call engineering and surveying services in the amount of \$25,000.00 and engineering design services for the Greenland Sewer Rehabilitation Project in the amount of \$100,087.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency of \$10,000.00.

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER, LLC

THIS AGREEMENT is made as of _____, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
 - 3.1.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
 - 3.1.6 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Director shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
 - 3.1.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based on a Unit Price or Lump Sum basis as described in Appendix A.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project.

Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

- 6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

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

6.5 Termination

- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

- 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

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

- 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

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

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

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require

deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
2049 East Joyce Blvd., Suite 400
Fayetteville, AR 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising

out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

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

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

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

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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

CITY OF FAYETTEVILLE, ARKANSAS

GARVER, LLC

By : _____
Mayor, Lioneld Jordan

By: _____

ATTEST:

By: _____
City Clerk

Title: Vice President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Appendix A-1

Work Order 1

1. Project Title: On-Call Services
2. Project Description: GARVER will provide professional engineering and surveying services on an on-call basis for various water and wastewater facilities.
3. Services of Garver: GARVER will perform duties as directed by the CITY OF FAYETTEVILLE and agreed to by the Engineer. Work beyond the not to exceed amount below is considered extra work.
4. Payment to Engineer: The CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER'S personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 191.95% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a professional fee of 12% of actual work invoiced. The not to exceed cost of these services is \$25,000.00. Except for additional costs incurred by delays or escalation provisions herein, the actual total fee may not exceed this estimate without a formal contract amendment approved by the CITY OF FAYETTEVILLE. For informational purposes, a breakdown of Garver's approximate current hourly rates for each employee classification is included in Exhibit A. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 1, 2013.

Expenses other than salary costs that are directly attributable to performance of professional services will be billed as follows:

- a. Direct cost for travel, outside reproduction and presentation material preparation, and mail/courier expenses.
- b. Direct cost plus 10 percent for subcontract/subconsultant fees (not subject to professional fee).
- c. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
- d. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
- e. \$20 per hour for GPS survey equipment use.

In addition to the fees described above for Property Record Research, ARKUPS (Utility Marking) and as may be modified for additional services required, the CITY OF FAYETTEVILLE will reimburse GARVER the actual amount invoiced to GARVER plus a 10 percent administrative markup.

5. Attachments: Exhibit A - Hourly Rate Schedule

Appendix A-2

Work Order 2

1. Project Title: Greenland Sewer Rehabilitation
2. Project Description: The project will consist of replacement and/or upsizing of approximately 10,500 linear feet of gravity sewer and manholes as needed and point repairs for approximately 15 sewer line segments in Greenland, Basin W-32 as previously defined by others for the CITY OF FAYETTEVILLE as shown on Exhibit B. The proposed gravity sewer sizes will range from 8-inches to 15-inches in diameter.

3. Services of GARVER:

- a. Surveys/Acquisition: GARVER will provide field survey data for designing the project 25 feet either side of existing gravity sewer line to be repaired or replaced and for a new re-alignment crossing Highway 71B and the railroad, and this survey will be tied to the Owner's control network. GARVER will conduct field surveys, utilizing GPS and radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. GARVER will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. The survey will include manhole rim elevations, invert elevations, and pipe sizes. GARVER will establish horizontal and vertical control points for use during construction. GARVER will verify the exact survey limits with the CITY OF FAYETTEVILLE prior to any surveying.

GARVER will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor for approximately 4 parcels to be verified with the CITY OF FAYETTEVILLE for the new re-alignment crossing Highway 71B and the railroad. GARVER will provide mapping as required for preparing easement acquisition documents for the CITY OF FAYETTEVILLE'S use in acquiring the property. Documentation will include an individual tract map with description of temporary and permanent easement for each parcel. The CITY OF FAYETTEVILLE will provide a standard easement acquisition document or "go-by" example for use by GARVER. The fee for providing property acquisition documentation is based on easements for approximately four parcels.

- b. Environmental: GARVER will perform a wetland delineation for the entire project. GARVER will prepare a wetland report and submit to the US Army Corps of Engineers (USACE) requesting a jurisdictional determination. If USACE requires mitigation, a mitigation plan and approval is considered extra work outside this agreement. GARVER will also request authorization to proceed under a Nationwide 404 permit. If an individual 404 permit is required, it shall be considered extra work outside this agreement. If stream crossings are required, the CITY OF FAYETTEVILLE will notify the Arkansas Department of Environmental Quality (ADEQ) during construction and pay the \$200 permit fee for the Short Term Activity Authorization outside this agreement. GARVER will prepare and submit initial clearance letters from the US Fish and Wildlife Service (USFWS) and the State Historic Preservation Office (SHPO). If USFWS or

SHPO requires a cultural resource survey, an endangered species survey, or any other items, this shall be considered extra work outside this agreement. GARVER will prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ. The CITY OF FAYETTEVILLE will reimburse GARVER the \$200 SWPPP permit fee.

- c. Design: GARVER will generate all construction drawings including plan and profiles at either a 20 scale or 50 scale as appropriate, survey control data, erosion control drawings and details, traffic control plan for Highway 71B crossing, and construction details. GARVER will prepare an opinion of probable construction cost and perform a plan-in-hand review with the CITY OF FAYETTEVILLE before final completion of the drawings prepared for bidding. The CITY OF FAYETTEVILLE will prepare all front end and technical specifications. The CITY OF FAYETTEVILLE shall also pay the \$500 review fee and submit and obtain approval from the Arkansas Department of Health. GARVER will prepare and submit the utility permits and exhibits for the Arkansas and Missouri Rail Road (A&M) and Arkansas State Highway and Transportation Department (AHTD). The CITY OF FAYETTEVILLE will pay all bond and permit fees for the AHTD and A&M permits. GARVER will provide horizontal and vertical controls points during construction for the proposed new sewer alignment crossing Hwy. 71B and the railroad.
 - d. Bidding and Construction: Except for record drawings, the CITY OF FAYETTEVILLE will provide all bidding and construction services including services after construction. Based upon mark-ups provided by the CITY OF FAYETTEVILLE, GARVER will prepare and furnish record drawings to the CITY OF FAYETTEVILLE.
 - e. Extra Work: In addition to the items aforementioned as extra work outside this agreement or provided by the CITY OF FAYETTEVILLE, the following items are considered extra work:
 - i. Coordination with FEMA and hydrologic and hydraulic modeling beyond reviewing existing Flood Insurance Rate Maps with respect to manhole rim elevations.
 - ii. Retaining walls or other significant structural design.
 - iii. Geotechnical services for design and construction.
 - iv. Design of other utility relocations beyond sanitary sewer.
 - v. Utility coordination beyond ARKUPS (Utility Marking).
4. Payment to Engineer: The CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER'S personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 191.95% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a professional fee of 12% of actual work invoiced. The not to exceed cost of these services is \$100,087.04. Except for additional costs incurred by delays or escalation provisions herein, the actual total fee may not exceed this estimate without a formal contract amendment approved by the CITY OF FAYETTEVILLE. For informational purposes, a breakdown of Garver's estimated costs is included in Exhibit A with approximate current hourly rates for each employee classification. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 1, 2013.

Expenses other than salary costs that are directly attributable to performance of professional services will be billed as follows:

- a. Direct cost for travel, outside reproduction and presentation material preparation, and mail/courier expenses.
- b. Direct cost plus 10 percent for subcontract/subconsultant fees (not subject to professional fee).
- c. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
- d. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
- e. \$20 per hour for GPS survey equipment use.

5. Schedule:

<u>Phase Description</u>	<u>Calendar Days</u>
Surveying	60 days from notice to proceed
Design/Environmental/Acquisition Documents	90 days from Surveying

6. Deliverables:

- a. Sealed Construction Drawings, including Details printable at 22'x36' (full size) and 11'x17' (half size) in .pdf format.
- b. Opinion of Probable Construction Cost
- c. SWPPP Document and Drawings
- d. Wetlands Determination and Nationwide 404 permit request
- e. US Fish and Wildlife Service (USFWS) letter
- f. State Historic Preservation Office (SHPO) letter
- g. AHTD permit application
- h. Arkansas and Missouri Rail Road permit application
- i. Easement exhibits and legal descriptions
- j. Record Drawings in .dwg and .pdf format

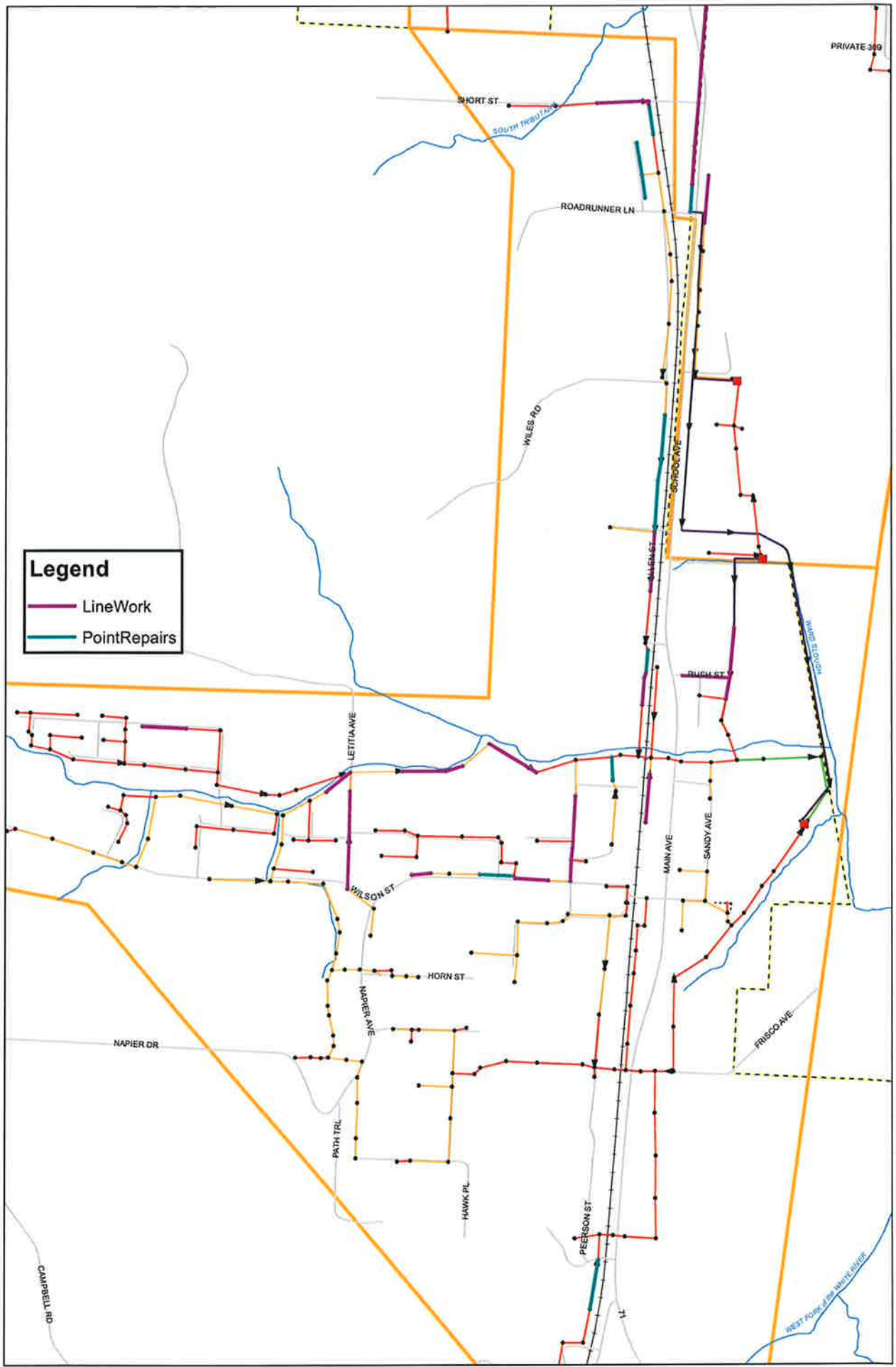
7. Attachments: Exhibit A - Hourly Rate Schedule
Exhibit B - Project Map



Exhibit A

Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 22.60
E-2	\$ 29.55
E-3	\$ 35.34
E-4	\$ 48.80
E-5	\$ 60.00
E-6	\$ 81.73
Planners	
P-1	\$ 31.25
P-2	\$ 42.79
Designers	
D-1	\$ 27.25
D-2	\$ 38.46
Technicians	
T-1	\$ 24.10
T-2	\$ 31.50
Surveyors	
S-1	\$ 13.00
S-2	\$ 15.13
S-3	\$ 20.80
S-4	\$ 30.11
S-5	\$ 42.79
2-Man Crew (Survey)	\$ 48.00
3-Man Crew (Survey)	\$ 64.00
2-Man Crew (GPS Survey)	NA
3-Man Crew (GPS Survey)	NA
Construction Observation	
C-1	\$ 26.64
C-2	\$ 37.45
C-3	\$ 49.42
Administration	
X-1	\$ 16.87
X-2	\$ 23.08
X-3	\$ 41.11



0 337.5 675 1,350 2,025 Feet



Exhibit B

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

11/20/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities
Division

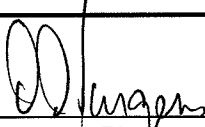
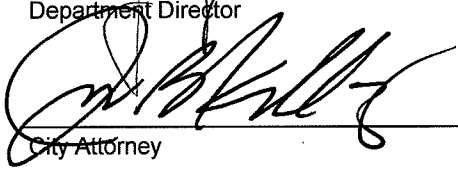
Utilities
Department

Action Required:

Approval of an extension to the agreement between Fayetteville and Greenland to operate and maintain Greenland's wastewater collection system.

\$ -		
Cost of this request	Category / Project Budget	Program Category / Project Name
Account Number	Funds Used to Date	Program / Project Category Name
Project Number	\$ -	Water/Sewer
	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

 Department Director	3/10/12 Date	Previous Ordinance or Resolution #	04-09
 City Attorney	11-2-12 Date	Original Contract Date:	1/6/2009
		Original Contract Number:	N/A

Paul A. Buehn
Finance and Internal Services Director
11-2-2012
Date

Don Ma
Chief of Staff
11-6-12
Date

David Joyner
Mayor
11/8/12
Date

Received in City Clerk's Office

10-1-2012

Received in Mayor's Office


Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: October 31, 2012

Subject: Extending the Wastewater Services Agreement between Fayetteville and Greenland

RECOMMENDATION

City Administration recommends approval of an extension to the agreement between Fayetteville and Greenland to operate and maintain Greenland's wastewater collection system.

BACKGROUND

Fayetteville has operated and maintained the wastewater collection system in Greenland since the system was installed in the mid-1970's. The current wastewater services agreement expires January 8, 2013. Both Cities have expressed willingness and desire for Fayetteville to own the system, as well as to operate and maintain it. In order to make that transition, the system needs to be restored to full working order, or to be "made whole." This will be accomplished in the next two years, with the completion of a cost-shared sanitary sewer rehabilitation project and the installation of a backup power generator at the sewer pump station on Sandy Lane.

The sewer rehabilitation project, which will cover Greenland and significant areas of southern Fayetteville, will be funded through a \$287,000 State Tribal and Assistance Grant (received in late 2010), Greenland supplied funding, and Fayetteville water and sewer funds from the sanitary sewer rehabilitation project. Fayetteville staff will design the rehabilitation - with surveying and plan development support from Garver Engineers - and will manage the construction, which is expected to begin in early-mid 2013.

Fayetteville already owns, and has always owned, the water system in the majority of Greenland. The small area west of I-540 receives water service from Washington Water Authority and sewer service from Fayetteville. Billing and collection works well between the two water systems.

DISCUSSION

Extending the existing wastewater services agreement for two years meets all current needs and lays the groundwork for the potential future change in ownership. All sewer services provided to Greenland residents by Fayetteville will continue unchanged through approval of this contract by both cities. Sewer rehabilitation design is underway and Greenland has developed sewer and development master plans. When the rehabilitation is completed, the system will be in appropriate condition for Fayetteville to take ownership. This is expected to be achievable in 2013.

BUDGET IMPACT

None. Greenland residents pay the "outside of city" sewer rates; this will not change.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EXTENSION OF THE AGREEMENT
BETWEEN THE CITY OF FAYETTEVILLE AND THE CITY OF
GREENLAND REGARDING THE PROVISION OF WASTEWATER
COLLECTION SERVICES IN THE CITY OF GREENLAND

**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 extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland. A copy of the contract extension is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

TWO YEAR AGREEMENT TO CONTINUE SEWER SERVICE BY FAYETTEVILLE FOR GREENLAND

Come now the City of Fayetteville and the City of Greenland and agree to a two year sewer contract for the period of January 9, 2013 until January 6, 2015. The cities agree as follows:

1. Fayetteville agrees that it will continue to operate and maintain the Greenland sewer system and shall treat all wastewater collected within the Greenland city limits (but only for customers who have individual water services provided by Fayetteville). Sewer service to Greenland residents not having Fayetteville water service may be furnished provided mutual agreement on the method of billing such customers can be reached by Fayetteville and Greenland.
2. Greenland agrees that it will require its citizens receiving Fayetteville water service to purchase sewer service from Fayetteville under the same sewer availability criteria as required of Fayetteville citizens. Greenland agrees that its citizens will be subject to pay sewer rates on a cost-of-service basis pursuant to the current sewer service rates adopted by the Fayetteville City Council, (§51.137 of the Code of Fayetteville) and any amendments approved thereto.
3. Pursuant to Greenland ordinance 280, Greenland customers receiving new sewer service from Fayetteville to pay sewer system impact fees to Fayetteville in the same amount as new development in Fayetteville pays pursuant to the current ordinance and any amendments to §159.02 **Water and Wastewater Impact Fees** of the Unified Development Code of Fayetteville. Pursuant to Greenland ordinance 282, Greenland customers will pay Greenland local impact fees, which Fayetteville will collect and remit quarterly to Greenland.
4. Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 21 and 22 of the 1993 Fayetteville - Greenland Sewer Contract are adopted and incorporated herein as if set forth word for word.
5. Fayetteville and Greenland anticipate that the City of Fayetteville shall either assume ownership and operation of the Greenland sewer system on or before 30 September 2014 or that another, long-term Fayetteville -Greenland Sewer Contract shall be adopted in 2014 in which Fayetteville will agree to continue to operate and maintain the sewer system within and serving Greenland residents.

IN AGREEMENT WITH ALL PROMISES, OBLIGATIONS AND TERMS STATED ABOVE,
the Mayors of the Cities of Fayetteville and Greenland .have signed below after having been properly authorized by their respective City Councils.

City of Fayetteville, Arkansas

Mayor Lioneld Jordan

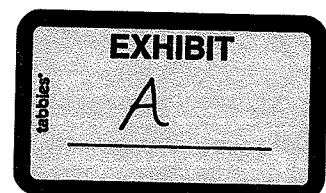
ATTEST:

Sondra Smith
City Clerk

City of Greenland, Arkansas

Mayor Bill Groom

Donna Cheevers
City Clerk



City of Fayetteville Staff Review Form

A. 10
 RJN Group, Inc. Amendment No. 1
 Page 1 of 12

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

11/20/2012

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Utilities Capital Projects
 Division

Utilities
 Department

Action Required:

Approval of Amendment Number 1 to the Engineering Services Agreement with RJN Group for \$160,957.58 to update the Wastewater Collection System Model and Master Plan.

\$ 160,958

Cost of this request

\$ 4,097,341

Category / Project Budget

Water & Sewer

Program Category / Project Name

5400.5700.5314.00

Account Number

\$ 878,591

Funds Used to Date

Sanitary System Rehab

Program / Project Category Name

02017-2012

Project Number

\$ 3,218,750

Remaining Balance

Water & Sewer

Fund Name

Budgeted Item

XX

Budget Adjustment Attached

David Jurgens
 Department Director

Date

30 Oct 12

Previous Ordinance or Resolution # 108-12

Original Contract Date: 5/15/2012

Dr. B. Kelly
 City Attorney

Date

10-31-12

Original Contract Number: 2251

Paul A. Bahr
 Finance and Internal Services Director

Date

11-1-2012

Received in City Clerk's Office 10-31-12 A11:24 RCVD

Ann M...
 Chief of Staff

Date

11-7-12

Received in
 Mayor's Office

Donald Jordan
 Mayor

Date

11/8/12

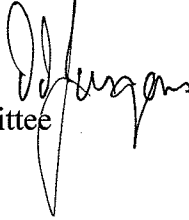


Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer/Solid Waste Committee



Date: November 7, 2012

Subject: Amendment Number 1 to the Engineering Services Agreement with RJN Group for Wastewater Collection System Model and Master Plan

RECOMMENDATION

City Administration recommends approval of Amendment Number 1 to the Engineering Services Agreement with RJN Group for \$160,957.58 to update the Wastewater Collection System Model and Master Plan.

BACKGROUND

An accurate wastewater collection system model is critical to preventing future sanitary sewer overflows, identifying collection system capacity and infiltration/inflow problems before they result in sanitary sewer overflows (SSOs), and for planning collection system and wastewater treatment plant improvements. The last model, completed in 1996, established the capacity design criteria for all aspects of the \$187 million wastewater system improvement project. As a result, the City has virtually eliminated wet water SSOs. However, the collection system deteriorates with time, and the model has not been updated since we performed the WSIP work. As a result, the City awarded a \$499,595 contract to the RJN Group in May 2012, to update the model.

RJN installed flow monitors in the City's sewer collection system in late spring. The intent was to capture both spring season wet weather and dry summer flows in the collection system. Both are critical to obtaining an accurate model. Unfortunately, the drought had already set in, and there was not enough rain to develop wet weather flow information. The effort was not completely wasted as we did obtain excellent dry weather data. Thus, the model cannot be calibrated. We need at least three rains of greater than 1.5 inches of rainfall, occurring when the ground water table is normal and the ground is already wet.

DISCUSSION

This amendment provides installation and monitoring of sewer flow monitors intended to collect flows for a 60-day period for the City of Fayetteville to capture wet-weather related flows and collect sufficient dry and wet-weather flows for the City of West Fork. The City's existing permanent flow meters will be utilized during the project and will be serviced and calibrated by RJN on a regular basis. The City of Fayetteville's permanent meters will be supplemented by nineteen RJN owned temporary flow meters. In order to prepare for the possibility of receiving wastewater from West Fork, this amendment also includes provisions to install two additional flow meters in the West Fork wastewater collection system.

BUDGET IMPACT

Funds are available in project 02017.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE
ENGINEERING SERVICES AGREEMENT WITH RJN GROUP, INC. IN THE
AMOUNT OF \$160,957.58 TO UPDATE THE WASTEWATER COLLECTION
SYSTEM MODEL AND MASTER PLAN**

**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 Amendment No. 1 to the Engineering Services Agreement with RJN Group, Inc. in the amount of \$160,957.58 to update the wastewater collection system model and master plan.

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS
RJN GROUP, INC.

WHEREAS, On May 15, 2012, 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 Collection System Master Plan Update Project. The scope of these services included flow monitoring to collect dry and wet weather flows, updating the existing Hydraulic Model and Analysis/Report.

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 be amended to provide additional flow monitoring services to collect wet weather flows that were not obtained during the initial flow monitoring period due to severe drought conditions and to install, maintain and provide report for two (2) additional flow meters in the West Fork Collection System, and

WHEREAS, **RJN Group Inc** agrees to provide the amended scope of services for a fee increase not to exceed \$160,957.58;

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 May 15, 2012, is hereby amended in the following particulars:

SECTION 2 - BASIC SERVICES OF RJN GROUP INC

1. ADDITIONAL PROJECT ADMINISTRATION AND MANAGEMENT:

A. PROJECT ADMINISTRATION:

Meet with **City of Fayetteville** and **City of West Fork** staff on a periodic basis, to coordinate upcoming work, and to receive any input from staff. Written documentation of each meeting will be provided. A total of two meetings are anticipated.

Perform general consultation with appointed **City** representative on an as-needed basis. Provide general overview opportunities for **City** personnel for observing regularly scheduled flow meter installation and calibration activities.

Perform internal project control procedures for the additional period including schedule and budget control, and quality control review.

2. FLOW MONITORING

The flow monitoring program is intended to collect flows for a 60-day period for the **City of Fayetteville** and that sufficient dry and wet-weather flows will be collected for the **City of West Fork**. It is anticipated that sufficient wet-weather data will be collected during this time. Should sufficient data be collected prior to the end of the 60-day period, the flow monitoring activities will be ceased and the **City of Fayetteville** will only be invoiced for the actual number of days that the monitoring occurs. The **City's** existing permanent flow meter will be utilized during the project and will be serviced and calibrated by **RJN** on a regular basis. The **City of Fayetteville's** permanent meters will be supplemented by 19 **RJN** owned temporary flow meters. Two additional flow meters will be installed in the West Fork Wastewater Collection System.

A. METER INSTALLATION

Prepare flow metering equipment for field installation conducting a series of performance and calibration tests to verify equipment meets operating standards.

A sixty (60) day monitoring period is predicated on obtaining sufficient wet weather conditions that include at least four (4) storm events of varying rainfall intensities in order to adequately calibrate the hydraulic model. 19 **RJN** meters are assumed in the cost proposal for the Fayetteville Collection system and two for the West Fork Collection System.

B. METER MAINTENANCE

Maintain the temporary flow meters and **City's** Permanent Flow Meters over the monitoring period to achieve at least a 90% uptime requirement. Routine service visits shall be performed on a bi-weekly basis to include in-situ depth and velocity confirmations, downloading recorded data, onsite analysis of the data, cleaning of the sensors, and replacing any defective or deficient equipment. In the event telemetry is used, data shall be downloaded and evaluated on a weekly basis. Data shall be reviewed within 24 hours of collection and field technicians will be dispatched no later than the following working day to correct any issues identified. If any issues are noted with the **City's** permanent meters between **RJN's** regularly scheduled site visits, **RJN** will notify the **City** in order for their staff to service the meter(s).

C. METER REMOVAL (TEMPORARY METERS)

In the event the wet weather criteria have been met before the end of the scheduled monitoring period, recommend the removal of flow meters. If the criteria have not been observed during the scheduled monitoring period, advise **City of Fayetteville** and **City of West Fork** to consider extending the monitoring period.

D. RAINFALL MONITORING

Acquire access to the existing **City of Fayetteville** rain gauges and install up to ten (10) supplemental gauges with 0.01 inch accuracy to satisfy coverage requirements. Service rain gauges to obtain a continuous record of rainfall conditions during the monitoring period. One additional rain Gauge will be installed in the **City of West Fork**.

E. FLOW ANALYSIS AND REPORTS

- 1) Edit raw data and develop final calibrated flow data for flow meters.
- 2) Develop depth, velocity and quantity hydrographs for dry and wet- weather flow conditions.
- 3) Analyze flow data for sub-drainage basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
- 4) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations.
- 5) Determine peak infiltration rates during high groundwater conditions, if possible.
- 6) Prepare brief letter report for **City of West Fork** and submit to **City** staff.

SECTION 4 – PERIOD OF SERVICE

The completion date for all service included in the amended agreement shall extend until 5 months from the date that the additional flow monitoring is completed.

SECTION 5 - PAYMENTS TO RJN GROUP INC.

5.1 Compensation

The total payment for the scope of services set forth in the original Agreement plus the additional services set forth in this Amendment No. 1 is estimated to be **SIX HUNDRED SIXTY THOUSAND, FIVE HUNDRED FIFTY-TWO DOLLARS AND 58 CENTS (US\$660,552.58)**, but is not a guaranteed maximum.

5.1.1 Amount of Payment:

For services performed under this Amendment No. 1, **City of Fayetteville** shall pay RJN Group Inc. for the additional services in accordance with Attachment C-1:

5.1.2 Subject to prior City Council approval, adjustment of the not-to-exceed amount may be made should **RJN Group Inc.** establish and **City of Fayetteville** agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if **City of Fayetteville** decides to shorten the duration of work from the time period specified in the amended Agreement for completion of work and such modification warrants such adjustment.

5.1.3 Monthly statements for each calendar month shall be submitted to **City of Fayetteville** or such parties as **City of Fayetteville** may designate for these services consistent with **RJN Group Inc's** normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Final payment for these services shall be made upon **City of Fayetteville's** approval and acceptance with the satisfactory completion of this phase for the Project.

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 _____, 2012.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Hugh M. Kelso

By: Hugh M. Kelso

Title: Vice President

END OF AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

ATTACHMENT C-1 COMPENSATION

CITY OF FAYETTEVILLE MASTER PLAN UPDATE

In consideration of the services to be performed under this Agreement, RJN GROUP, INC. shall be paid as per the following compensation schedule:

TASK DESCRIPTION	Units	Unit Rate \$	Total Cost \$
<u>CITY OF FAYETTEVILLE</u>			
1. PROJECT ADMINISTRATION AND MANAGEMENT			
A. Project Administration	LS	10,567	10,567
SUBTOTAL			10,567
2. FLOW MONITORING			
A. Meter Installation	19 meters	679.68	12,914
B./C. Meter Maintenance / Removal (60 days)	2400 meter-days	31.87	76,495
D. Rainfall Monitoring	10 gauges	840.04	8,404
E. Flow Editing/Analysis / Report	LS	38,706	38,706
SUBTOTAL			136,519
TOTAL CITY OF FAYETTEVILLE			147,086
<u>CITY OF WEST FORK FLOW MONITORING</u>			
1. FLOW MONITORING			
A. Site Investigation/Selection	2 meters	444.95	889.90
B. Meter Installation	2 Meters	691.82	1,383.64
C./D. Meter Maintenance / Removal (60 days)	120 meter-days	64.65	7,758.00
E. Rainfall Monitoring	1 gauge	840.04	840.04
F. Data Analysis/Reporting	LS	3,000.00	3,000.00
TOTAL CITY OF WEST FORK			13,871.58
GRAND TOTAL			160,957.58

2.21 AIR RELIEF VALVES

- A. All water mains shall have 1"-2" single bodied air and or combination air and vacuum valves or 3"-10" dual bodied combination air and vacuum valve where indicated on the drawings. Valves shall have fiberglass reinforced nylon body or epoxy coated and lined cast iron bodies with stainless steel or non-metallic internal parts. Valve shall have rolling seal mechanism to allow full or partial opening and sealing of orifice or metal to metal stainless steel seating. The 1" – 2" valves float shall be made of foamed polypropylene and shall disrupt vortex and allow float to remain open until a 11 psi differential is achieved. Valves shall have a 250 psi working pressure. Valves shall be listed under NSF-61 and shall have ISO 9001 certificate. Valves shall be supplied with a male thread outlet or flanged outlet. All nipples and isolation valves for 1"-2" valves shall be brass or stainless steel. Ball style isolation valve shall be full port. Isolation valves for 3"-10" shall conform to Paragraph 2.12 – Gate Valves.
- B. Air release valves shall be A.R.I. Model D-040 for 1" and 2" or A.R.I. Model D-060-C HF NS for 3" – 10", or approved equal.

2.22 SERVICE SADDLES

- A. Service saddles for 1" and 2" NPT service taps shall be sized for use on C900 PVC. Service saddles shall be Romac 101NS.

2.23 TAPPING SLEEVES

- A. Tapping sleeves shall be designed for a minimum 200 psi working pressure and the material being tapped. All bolts and nuts shall be stainless steel.
 - 1. Tapping sleeves for 4-inch through 24-inch shall be stainless steel. Tapping sleeves shall have a **MJ outlet**. Tapping sleeves shall be Smith-Blair 663 or Ford FAST.
 - 2. Tapping sleeves for greater than 24-inches shall be Smith-Blair 622 with Flexi-Coat epoxy. Tapping sleeves shall have a **MJ outlet**.

2.24 SERVICE CONNECTION MATERIALS

- A. Materials and standards for larger meters (3" and greater) are not listed in the standard specifications. Larger meter installations require a site specific design. Please contact the City of Fayetteville Meter Department if you require a meter size 3" or greater.
- B. Brass for meter materials shall be manufactured by Ford Meter Box Company, Inc. or Mueller Company. Equivalent cross referencing for corporation stops and meter setters shall be permitted as approved by the City of Fayetteville. Materials for standard meter sets 5/8", 1", 1-1/2", and 2" are as follows:

Single Meter Set

main diameter x 1" saddle	Romac 101NS
1" corporation stop	Ford FB1000-4-Q
	Mueller B-25008 ✓
1" SDR 9 HDPE pipe w/ inserts	
5/8" x 3/4" x 12" meter yolk	Ford VB72-12W-44-43-SQ
	Mueller B-2404R
	Mueller H-14227 end connection for 1" inlet
1/2" x 16" SCH 40 PVC brace	
3/4" SDR 9 tail piece w/ insert, 4' long	
18" diameter x 24" deep SDR51 PVC meter box	
18" cast iron flat meter lid	East Jordan 109, w/ Fayetteville logo (35109014)

Double Meter Set

main diameter x 1" saddle	Romac 101NS
1" corporation stop	Ford FB1000-4-Q
	Mueller B-25008 ✓
1" SDR 9 HDPE pipe w/ inserts	
1" U branch x 3/4"	Ford U48-43-7.5-Q
	Ford multipurpose end C31-23 (x2)
	Mueller H-15363 (1" compression inlet)
	Mueller end connection XXXX (x2)
5/8" x 3/4" x 12" meter yolk x 2	Ford VB72-12W-14-33-Q
	Mueller B 2404R
	Mueller H-14227 end connection for 3/4" inlet
1/2" x 16" SCH 40 PVC brace	
3/4" SDR 9 tail piece w/ insert, 4' long	
18" diameter x 24" deep SDR51 PVC meter box	
18" cast iron flat meter lid	East Jordan 109, w/ Fayetteville logo (35109014)

1-inch Meter Set

main diameter x 1" saddle	Romac 101NS
1" corporation stop	Ford FB1000-4-Q
	Mueller B-25008 ✓
1" SDR9 HDPE pipe w/ inserts	
1" x 12" meter yolk	Ford VB74-12W-44-44-Q
	Mueller B-24701R - verify
3/4" x 16" SCH40 PVC brace	
1" SDR 9 tail piece w/ insert, 4' long	
24" diameter x 24" deep SDR51 PVC meter box	
24" cast iron flat meter lid	East Jordan 111, w/ Fayetteville logo (35108004)

1-1/2 inch and 2-inch Meter Set

main diameter x 2" saddle	Romac 101NS
2" brass close nipple	
2" ball valve	Ford B11-777
	James Jones J1900
2" MIP x quick joint	Ford C84-77-Q
2" SDR HDPE pipe w/ inserts	
2" MIP x quick joint	Ford C84-77-Q
2" meter setter	Ford VVB77-15HB-11-77
1" x 24" SCH40 PVC brace (x2)	
24" brass nipple tail piece	
36" diameter x 36" deep composite meter box w/ top ring	East Jordan 8428 Assembly (38003636A01)
28" outer cover, w/ lock	East Jordan 8428E, w/ Fayetteville lettering (00842845A01)
11" inner cover, w/o lock	East Jordan D Meter Cover (32193001)

2.25 TRACER WIRE

- A. Tracer wire shall be 12-gauge solid coated copper or 14-gauge coated copper clad steel for underground burial.
- B. Jacket color shall be BLUE, and made of High Density Polyethylene (HDPE) or High Molecular Weight Polyethylene (HMWPE) designed for direct burial.

City of Fayetteville Staff Review Form

C. 1
 Bid #12-68 Emery Sapp & Sons, Inc.
 Page 1 of 34

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

11/20/2012

City Council Meeting Date
 Agenda Items Only

Chris Brown *CB*

Submitted By

Engineering

Division

Development Services

Department

Action Required:

A resolution to award a contract in the amount of \$6,303,828.48 to Emery Sapp & Sons, Inc. for the construction of the Fulbright Expressway/Hwy 71B Flyover, approve a project contingency of \$315,191.42 and approve a budget adjustment.

\$1,260,765.70 2009 Str. Sales Tax	\$ 3,245,690.00	
\$5,043,062.78 federal grant/expense		Flyover (FEEDC)
Cost of this request	Category / Project Budget	Program Category / Project Name
4520.9540.5809.00	\$ 1,585,765.70	
4470.0947.4309.00		
4470.9470.5809.00	\$ -	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
	\$ 1,659,924.30	
06035.1720	\$ -	2009 Street Bonds
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐

Budget Adjustment Attached

☒

Chris Brown for Jeremy Pate
 Department Director

11/2/12
 Date

Previous Ordinance or Resolution #

Chris Skelly
 City Attorney

11-2-12
 Date

Original Contract Date:

Original Contract Number:

Paul A. Babin
 Finance and Internal Services Director

11-5-2012
 Date

Received in City
 Clerk's Office

11-02-12 P04:04 RCVD

Don Man
 Chief of Staff

11-7-12
 Date

Received in
 Mayor's Office

ENTERED
 11/5/12
 JH

Donnell Jordan
 Mayor

11/8/12
 Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

Council Meeting of November 20, 2012

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

From: Chris Brown, City Engineer *CB*

Date: November 2, 2012

Subject: A resolution to award a contract in the amount of \$6,303,828.48 to Emery Sapp & Sons, Inc. for the construction of the Fulbright Expressway/Hwy 71B Flyover, approve a project contingency of \$315,191.42 (5%), and approve a Budget Adjustment.

PROPOSAL:

On November 2nd, the City received five (5) construction bids ranging from a low of \$6,303,828.48 to a high of \$7,880,880.03. Emery Sapp & Sons, Inc. submitted the low bid which was approximately 3% below the Engineer's Estimate of \$6,515,348.00. The City has received a written recommendation from our consultant engineer, Jacobs, to award this contract to General Contractor Construction and staff concurs with this recommendation. The contract time is 501 days for substantial completion.

Please note that as part of the Federal-Aid process, the Mayor has submitted the required Certification Letter to the Arkansas State Highway and Transportation Department (AHTD) requesting their review of the bid tabulations and concurrence in award of the contract to General Contractor Construction, Inc. The actual execution of the construction agreement will occur after receipt of AHTD concurrence.

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$6,303,828.48 to Emery Sapp & Sons, Inc. for the construction of the Flyover, approval of a project contingency of \$315,191.42 (5%), and approval the attached Budget Adjustment.

BUDGET IMPACT:

This project is based on an Agreement Of Understanding with AHTD in which Federal Aid money will pay 80% (\$5,043,062.78) of the contract amount of \$6,303,828.48 and the City will pay 20% (\$1,260,765.70). The Federal portion will be paid from the Federal Earmark received by the City in the 2005 Highway Bill and the City's portion will be paid from the Transportation Bond Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-68 AND APPROVING A CONTRACT WITH EMERY SAPP & SONS, INC. IN THE AMOUNT OF \$6,303,828.48 FOR THE CONSTRUCTION OF THE FULBRIGHT EXPRESSWAY/HIGHWAY 71B FLYOVER, APPROVING A PROJECT CONTINGENCY OF \$315,191.42, AND APPROVING A BUDGET ADJUSTMENT

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 awards Bid #12-68 and approves a contract with Emery Sapp & Sons, Inc. in the amount of \$6,303,828.48 for the construction of the Fulbright Expressway/Highway 71B flyover, plus a project contingency of \$315,191.42.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and **APPROVED** this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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

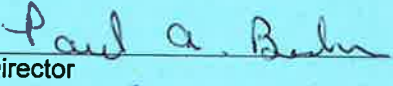
C. 1 V11.0310
Bid #12-68 Emery Sapp & Sons, Inc.

Page 4 of 34

Budget Year 2012	Division: Engineering Department: Development Services	Request Date 11/2/2012	Adjustment Number
----------------------------	---	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A resolution to award a contract in the amount of \$6,303,828.48 to Emery Sapp & Sons for the construction of the Fulbright Expressway/Hwy 71B Flyover, approve a project contingency of \$315,191.42 and approve a budget adjustment.

 Division Head	<u>11/2/12</u> Date	Prepared By: _____ ehutchens
 Budget Director	<u>11-2-12</u> Date	Reference: _____
Budget & Research Use Only		
Department Director	Date	Type: A B C D E P
 Finance Director	<u>11-5-2012</u> Date	General Ledger Date 6/7/2011
 Chief of Staff	<u>11-7-12</u> Date	Posted to General Ledger Initial Date
 Mayor	<u>11/8/12</u> Date	Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	5,043,063	5,043,063	Project.Sub Number
		Increase / (Decrease) Expense	Revenue	
Federal Grants-Capital	4470.0947.4309.00		5,043,063	06035 . 1720
Street improvements	4470.9470.5809.00	5,043,063		06035 . 1720
Street improvements	4520.9540.5809.00	(685,766)		06035 2000
Street improvements	4520.9540.5809.00	685,766		06035 1720
Street improvements	4520.9540.5809.00	(900,000)	-	06035 2200
Street improvements	4520.9540.5809.00	900,000	-	06035 1720
Engineering Contra Servs	4520.9540.5314.04	25,000	-	06035 1720
Street improvements	4520.9540.5809.00	(25,000)	-	06035 2000
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	
			-	



November 2, 2012

Paul Libertini, PE
City of Fayetteville Engineering
113 West Mountain St.
Fayetteville, Arkansas 72701

Re: FEEDC - Job 040535-Fulbright Expwy./Hwy. 71B Flyover – Recommendation to Award

Dear Paul:

Bids were received for the “Fulbright Expwy./Hwy. 71B Flyover” at the City of Fayetteville, Purchasing Division, Room 306 – City Hall, 113 West Mountain Street, Fayetteville, Arkansas 72701, at 2:00p.m., Friday, November 2, 2012.

A total of five bids were received for this project. Emery Sapp & Sons, Inc. of Springfield, MO submitted the low bid for the project in the amount of \$6,303,828.48. A copy of the bid tabulation of bids received, including the Engineer’s estimate, is being assembled.

We recommend the City of Fayetteville award the construction contract for “Fulbright Expwy./Hwy. 71B Flyover” to the low bidder, Emery Sapp & Sons, Inc. We believe that this represents the best value to the City.

Respectfully,

JACOBS



Kip Guthrie, PE
Area Manager

CC: File
Andrea Foren



⑦ N. COLLEGE/FULBRIGHT FLYOVER CONCEPT PLAT

Project Summary

- Federally funded project that is intended to provide better access to the retail centers and restaurants in the Northwest Arkansas Mall area.
- Construction cost: \$6.3 million
- Federal funds will pay for 80% of projected costs.
- Construction complete in Mid. 2014



BID: 12-68
DATE: 11/02/12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 12-68, Construction - HWY 71 B Flyover

BIDDER	TOTAL COST
1 Crouse Construction Company	\$ 7,120,201.40
2 Emery Sapp & Sons, Inc.	\$ 6,303,828.48
3 Iowa Bridge & Culvert, LC	\$ 7,880,880.03
4 Manhattan Road & Bridge Co.	\$ 6,640,001.85
5 United Contractors, Inc.	\$ 7,004,159.23

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: A. Foren
A. Foren, PURCH AGENT

John Paladino
WITNESS

11/02/12
DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor Name:		Emery Sapp & Sons										Mail Yes: XX No:		Quotes Attached					
Address:		590 West Poplar										Taxable Yes: XX No: XX		No: XX					
City:		State:		Fob Point:		Ship to code:		Division Head Approval:		Extension:		Inventory #		Fixed Asset #					
Requester:		AR		Zip Code: 72703		Requester's Employee #: 2695		Account Numbers		Project/Subproject #		Inventory #		Fixed Asset #					
Chris Brown										06035.1720									
Item		Description		Quantity		Unit of Issue		Unit Cost		Extended Cost									
1		Street Improvements		1				5,043,062.78		\$5,043,062.78		4470.9470.5809.00							
2		This is a grant																	
3										\$0.00									
4		Street Improvements		1				1,260,765.70		\$1,260,765.70		4520.9520.5809.00							
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: \$6,303,828.48		Tax: \$6,303,828.48		Total: \$6,303,828.48	
Approvals:														C. 1 Bid #12-68 Emery Sapp & Sons Page 8 of 34					
Mayor: _____														Purchasing Manager: _____					
Finance & Internal Services Director: _____														IT Manager: _____					
Dispatch Manager: _____														Other: _____					
Department Director: _____																			
Budget Manager: _____																			
Utilities Manager: _____																			

KNOW ALL MEN BY THESE PRESENTS: that we

2602 N Stadium Blvd

Liberty Mutual Insurance Company

St. Louis, MO 63126

City of Fayetteville, Arkansas

Fayetteville, Arkansas 72701

Dollars (\$ 5%), for the payment of which

WHEREAS, Principal has submitted a Bid for:

Jacobs No. 100799

DOCUMENT 00410 - BID BOND (continued)

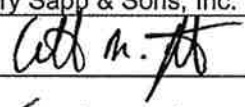
furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of November 2012.

PRINCIPAL

(CORPORATE SEAL)

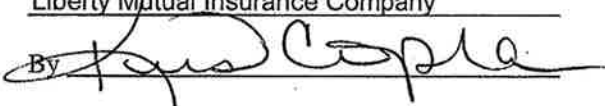
Emery Sapp & Sons, Inc.

By 

SECRETARY

SURETY

Liberty Mutual Insurance Company

By 

Kris Copra, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

PO Box 1046

Jefferson City, MO 65102

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410



ACKNOWLEDGMENT BY SURETY

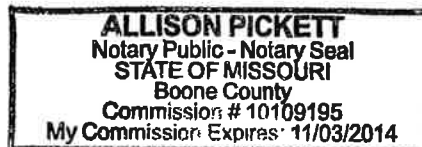
STATE OF Missouri }
County of Cole } ss.

On this 2nd day of November, 2012, before me personally
appeared Kris Copra, known to, me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company, the corporation

that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.

Allison Pickett
Notary Public in the State of Missouri
County of Boone



American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance CompanyLiberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **ALLISON PICKETT; DARLA A. VELTROP; KRIS COPRA; LOUIS A. LANDWEHR**.....

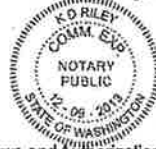
all of the city of JEFFERSON CITY, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of JULY, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance CompanyBy: Gregory W. Davenport
Gregory W. Davenport, Assistant SecretarySTATE OF WASHINGTON ss
COUNTY OF KING

On this 12th day of JULY, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

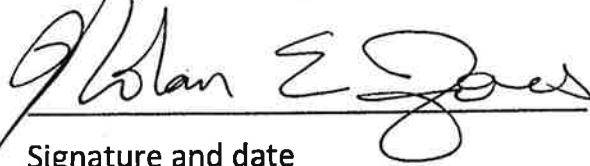
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 20 12.

By: David M. Carey
David M. Carey, Assistant Secretary

Bid 12-68, Addendum 1

Bid 12-68, Job 040535-Fulbright Expwy./Hwy. 71B Flyover

I hereby acknowledge I have received Addendum 1 for Bid 12-68,

 10/30/12

Signature and date

(CHIP) NOLAN JONES

EMERY SAPP & SONS

Bid Check List

Bid 12-68, Fulbright Expwy / Hwy. 71B Flyover

(continued)

☒ All bidders understand that this is a Federally Funded Project with City matching funds and there are specific payroll requirements that must be met during construction. Furthermore the Contractor understands, the City of Fayetteville will execute the Contract, but the Arkansas Highway and Transportation Department will be the Owner of the final product. Therefore, the Contractor will be held in strict conformance for Quality Control and Quality Assurance testing as directed and outlined in the AHTD Standard Specifications for Highway Construction, Edition 2003. The Contractor shall incorporate the time, resources and funding of said activities into his bid accordingly.

☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents.

☒ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number (This is a Federal Aid Project and therefore a License Number is not required for bidding).

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: EMERY SAPP & SONS, INC.

ARKANSAS CONTRACTORS LICENSE NUMBER: n/a 0133390413
(This is a Federal Aid Project and therefore a License Number is not required for bidding)

State of Arkansas

Contractors Licensing Board

EMERY SAPP & SONS, INC.
2602 N STADIUM BLVD
COLUMBIA, MO 65202

EMERY SAPP & SONS, INC.

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

HIGHWAY, RAILROAD, AIRPORT
CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

with the following suggested bid limit Unlimited

from April 27, 2012 until April 30, 2013

when this Certificate expires.

Witness our hands of the Board. dated at North Little Rock, Arkansas:



John C. Russell

CHAIRMAN

W. Dan Wright

SECRETARY

April 27, 2012

Contract Name: Job 040535
Fulbright Expwy./ Hwy. 71B Flyover
(Fayetteville)(S)
Washington County
F.A.P. HPP2-2816(2) and HPP2-3757(1)

Bid No.: 12-68

BID To:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder:

Emery Sapp & Sons, Inc.
2602 N. Stadium Blvd.
Columbia, MO 65202
573-445-8331

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.
- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>10-30-12</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
- M. Bidder understands that this is a Federal-aid contract.

Bidder will complete the Work in accordance with the Contract documents for the following price(s):

1	201	CLEARING	9	STATION	\$300.00	\$2,700.00
2	201	GRUBBING	9	STATION	\$300.00	\$2,700.00
3	202	REMOVAL AND DISPOSAL OF CURB	164	LIN. FT.	\$6.50	\$1,066.00
4	202	REMOVAL AND DISPOSAL OF CURB AND GUTTER	238	LIN. FT.	\$6.50	\$1,547.00
5	202	REMOVAL AND DISPOSAL OF WALKS	65	SQ. YD.	\$6.50	\$422.50
6	202	REMOVAL AND DISPOSAL OF CONCRETE DITCH PAVING	600	SQ. YD.	\$6.50	\$3,900.00
7	208	FENCE REMOVED AND RECONSTRUCTED	1679	LIN. FT.	\$16.50	\$27,703.50
8	210	UNCLASSIFIED EXCAVATION	4300	CU. YD.	\$7.50	\$32,250.00
9	210	COMPACTED EMBANKMENT	9624	CU. YD.	\$9.50	\$91,428.00
10	SP & 210	SOIL STABILIZATION	100	TON	\$200.00	\$20,000.00
11	SP	SELECT GRANULAR BACKFILL	597	CU. YD.	\$55.00	\$32,835.00
12	SS & 303	AGGREGATE BASE COURSE (CLASS 7)	7061	TON	\$15.29	\$107,962.69
13	401	TACK COAT	1545	GAL.	\$3.22	\$4,974.90
14	SP, SS, & 406	MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	2490	TON	\$34.43	\$85,730.70
15	SP, SS, & 406	ASPHALT BINDER (PG 76-22) IN ACHM BINDER COURSE (1")	104	TON	\$927.09	\$96,417.36
16	SP, SS, & 407	MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	2142	TON	\$37.58	\$80,496.36
17	SP, SS, & 407	ASPHALT BINDER (PG 76-22) IN ACHM SURFACE COURSE (1/2")	113	TON	\$960.85	\$108,576.05
18	412	COLD MILLING ASPHALT PAVEMENT	1048	SQ. YD.	\$4.42	\$4,632.16
19	SP, SS, & 414	ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	15	TON	\$110.64	\$1,659.60
20	SP, SS, & 415	ACHM PATCHING OF EXISTING ROADWAY	15	TON	\$118.66	\$1,779.90
21	504	APPROACH SLABS	30.72	CU. YD.	\$300.00	\$9,216.00
22	504	APPROACH SLABS (TYPE SPECIAL)	30.6	CU. YD.	\$300.00	\$9,180.00
23	504	APPROACH GUTTERS (TYPE C)	26.31	CU. YD.	\$300.00	\$7,893.00
24	504	APPROACH GUTTERS (TYPE SPECIAL 1)	17.2	CU. YD.	\$350.00	\$6,020.00
25	504	APPROACH GUTTERS (TYPE SPECIAL 2)	13.8	CU. YD.	\$300.00	\$4,140.00
26	601	MOBILIZATION	1	LUMP SUM	\$300,000.00	\$300,000.00
27	SP & 602	FURNISHING FIELD OFFICE	1	EACH	\$7,500.00	\$7,500.00
28	SP, SS, & 603	MAINTENANCE OF TRAFFIC	1	LUMP SUM	\$100,000.00	\$100,000.00
29	SS & 604	SIGNS	709	SQ. FT.	\$15.00	\$10,635.00
30	SS & 604	BARRICADES	64	LIN. FT.	\$30.00	\$1,920.00
31	SS & 604	TRAFFIC DRUMS	38	EACH	\$65.00	\$2,470.00
32	SS & 604	FURNISHING AND INSTALLING PRECAST CONCRETE BARRIER	3260	LIN. FT.	\$30.00	\$97,800.00
33	SS & 604	RELOCATING PRECAST CONCRETE BARRIER	1240	LIN. FT.	\$10.00	\$12,400.00
34	SS & 604	CONSTRUCTION PAVEMENT MARKINGS	270	LIN. FT.	\$1.00	\$270.00
35	604	REMOVABLE CONSTRUCTION PAVEMENT MARKINGS	4325	LIN. FT.	\$1.50	\$6,487.50
36	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS	3735	LIN. FT.	\$1.00	\$3,735.00
37	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS (ARROWS)	2	EACH	\$75.00	\$150.00
38	SP, SS, & 604	PORTABLE CHANGEABLE MESSAGE SIGN	117	WEEK	\$175.00	\$20,475.00
39	605	CONCRETE DITCH PAVING (TYPE B)	461	SQ. YD.	\$36.00	\$16,596.00
40	SS & 606	18" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	84	LIN. FT.	\$45.00	\$3,780.00

41	SS & 606	22" X 14" REINFORCED CONCRETE ARCH PIPE CULVERTS (CLASS III)	108	LIN. FT.	\$90.00	\$9,720.00
42	606	18" SAFETY END SECTIONS FOR CROSS DRAIN PIPE CULVERTS (CLASS 2)	1	EACH	\$1,100.00	\$1,100.00
43	606	18" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	\$1,200.00	\$1,200.00
44	606	22" X 14" FLARED END SECTIONS FOR REINFORCED CONCRETE ARCH PIPE CULVERTS	4	EACH	\$1,800.00	\$7,200.00
45	606	SELECTED PIPE BEDDING	25	CU. YD.	\$18.00	\$450.00
46	606	SELECTED PIPE BACKFILL	50	CU. YD.	\$9.50	\$475.00
47	609	DROP INLETS (TYPE C)	1	EACH	\$4,200.00	\$4,200.00
48	609	DROP INLET EXTENSIONS (8)	1	EACH	\$1,200.00	\$1,200.00
49	SS & 617	GUARDRAIL (TYPE A)	950	LIN. FT.	\$22.25	\$21,137.50
50	SS & 617	TERMINAL ANCHOR POSTS (TYPE 1)	2	EACH	\$575.00	\$1,150.00
51	SS & 617	GUARDRAIL TERMINAL (TYPE 2)	1	EACH	\$2,500.00	\$2,500.00
52	SS & 617	THREE BEAM GUARDRAIL TERMINAL	3	EACH	\$2,275.00	\$6,825.00
53	620	LIME	6	TON	\$15.00	\$90.00
54	620	SEEDING	2.82	ACRE	\$1,500.00	\$4,230.00
55	620	MULCH COVER	5.64	ACRE	\$1,500.00	\$8,460.00
56	SS & 620	WATER	350.9	M.GAL.	\$10.00	\$3,509.00
57	SP	MOWING	6.04	ACRE	\$107.99	\$652.26
58	621	TEMPORARY SEEDING	2.82	ACRE	\$500.00	\$1,410.00
59	621	SILT FENCE	2647	LIN. FT.	\$3.50	\$9,264.50
60	621	SAND BAG DITCH CHECKS	302	BAG	\$10.00	\$3,020.00
61	621	SEDIMENT REMOVAL AND DISPOSAL	98	CU. YD.	\$9.50	\$931.00
62	621	ROCK DITCH CHECKS	66	CU. YD.	\$32.00	\$2,112.00
63	623	SECOND SEEDING APPLICATION	2.82	ACRE	\$350.00	\$987.00
64	624	SOLID SODDING	453	SQ. YD.	\$10.00	\$4,530.00
65	631	CONCRETE BARRIER WALL (PARAPET TYPE SPECIAL)	165	LIN. FT.	\$255.00	\$42,075.00
66	632	CONCRETE ISLAND	53	SQ. YD.	\$42.00	\$2,226.00
67	633	CONCRETE WALKS	27	SQ. YD.	\$36.00	\$972.00
68	634	CONCRETE CURB (TYPE A)	249	LIN. FT.	\$12.00	\$2,988.00
69	634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (1' 6")	749	LIN. FT.	\$12.00	\$8,988.00
70	635	ROADWAY CONSTRUCTION CONTROL	1	LUMP SUM	\$20,000.00	\$20,000.00
71	641	WHEELCHAIR RAMPS (TYPE 3)	12	SQ. YD.	\$150.00	\$1,800.00
72	SP & 701	SYSTEM LOCAL CONTROLLER TS 2-TYPE 2 (8 PHASES)	1	EACH	\$25,325.00	\$25,325.00
73	SP	LOCAL RADIO WITH ANTENNA	1	EACH	\$3,085.00	\$3,085.00
74	SP	ANTENNA CABLE (TYPE 6)	60	LIN. FT.	\$4.56	\$273.60
75	SP & 706	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY)	8	EACH	\$825.00	\$6,600.00
76	SP & 706	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)	1	EACH	\$1,075.00	\$1,075.00
77	SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	2	EACH	\$710.00	\$1,420.00
78	708	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	719	LIN. FT.	\$1.15	\$826.85
79	708	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)	457	LIN. FT.	\$3.15	\$1,439.55
80	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., EGC)	333	LIN. FT.	\$1.25	\$416.25

81	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., EGC)	106	LIN. FT.	\$0.95	\$100.70
82	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.)	66	LIN. FT.	\$1.85	\$122.10
83	SP	ELECTRICAL CONDUCTORS FOR LUMINAIRES	569	LIN. FT.	\$1.00	\$569.00
84	709	GALVANIZED STEEL CONDUIT (1.25")	11	LIN. FT.	\$12.50	\$137.50
85	710	NON-METALLIC CONDUIT (1.25")	55	LIN. FT.	\$8.15	\$448.25
86	710	NON-METALLIC CONDUIT (3")	239	LIN. FT.	\$21.15	\$5,054.85
87	SS & 711	CONCRETE PULL BOX (TYPE 2 HD)	4	EACH	\$815.00	\$3,260.00
88	SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (0')	1	EACH	\$10,015.00	\$10,015.00
89	SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (28')	1	EACH	\$10,295.00	\$10,295.00
90	SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (32')	1	EACH	\$11,040.00	\$11,040.00
91	SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (36')	1	EACH	\$6,825.00	\$6,825.00
92	SP	LUMINAIRE ASSEMBLY	4	EACH	\$435.00	\$1,740.00
93	SP	SERVICE POINT ASSEMBLY (2 CIRCUITS)	1	EACH	\$4,995.00	\$4,995.00
94	SS & 718	REFLECTORIZED PAINT PAVEMENT MARKING WHITE (12")	22	LIN. FT.	\$5.00	\$110.00
95	SS & 718	REFLECTORIZED PAINT PAVEMENT MARKING YELLOW (4")	576	LIN. FT.	\$2.00	\$1,152.00
96	SS & 718	REFLECTORIZED PAINT PAVEMENT MARKING YELLOW (12")	99	LIN. FT.	\$5.00	\$495.00
97	SS & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (4")	2294	LIN. FT.	\$1.65	\$3,785.10
98	SS & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (8")	189	LIN. FT.	\$3.10	\$585.90
99	SS & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	654	LIN. FT.	\$4.75	\$3,106.50
100	SS & 719	THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	333	LIN. FT.	\$1.65	\$549.45
101	SS & 719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	7	EACH	\$200.00	\$1,400.00
102	SS & 719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	11	EACH	\$125.00	\$1,375.00
103	SP & 719	INVERTED PROFILE THERMOPLASTIC PAVEMENT MARKING WHITE (4")	3956	LIN. FT.	\$7.50	\$29,670.00
104	SP & 719	INVERTED PROFILE THERMOPLASTIC PAVEMENT MARKING WHITE (8")	1108	LIN. FT.	\$14.50	\$16,066.00
105	SP & 719	INVERTED PROFILE THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	1646	LIN. FT.	\$7.50	\$12,345.00
106	SP & 719	INVERTED PROFILE THERMOPLASTIC CONTRAST PAVEMENT MARKING WHITE (4")	900	LIN. FT.	\$25.00	\$22,500.00
107	SP & 719	INVERTED PROFILE THERMOPLASTIC CONTRAST PAVEMENT MARKING YELLOW (4")	868	LIN. FT.	\$22.00	\$19,096.00
108	721	RAISED PAVEMENT MARKERS (TYPE II)	135	EACH	\$22.00	\$2,970.00
109	804	REINFORCING STEEL-ROADWAY (GRADE 60)	12912	POUND	\$1.10	\$14,203.20
110	SP	18" STREET NAME SIGN	1	EACH	\$385.00	\$385.00
111	SP	TEMPORARY IMPACT ATTENUATION BARRIER	6	EACH	\$7,500.00	\$45,000.00
112	SP	TEMPORARY IMPACT ATTENUATION BARRIER (REPAIR)	6	EACH	\$500.00	\$3,000.00

113	SS & 732	CRASH CUSHION	1	EACH	\$20,000.00	\$20,000.00
114	SP & 733	VIDEO DETECTOR (CLR)	5	EACH	\$3,200.00	\$16,000.00
115	733	VIDEO CABLE	607	LIN. FT.	\$3.80	\$2,306.60
116	733	VIDEO MONITOR (CLR)	1	EACH	\$295.00	\$295.00
117	SP & 733	VIDEO PROCESSOR, EDGE CARD (2 CAMERA)	3	EACH	\$770.00	\$2,310.00
118	SP & 733	VEHICLE DETECTOR RACK (16 CHANNEL)	1	EACH	\$1,485.00	\$1,485.00
119	SP	CONCRETE RETAINING WALL	124	SQ. FT.	\$40.00	\$4,960.00
120	SP	MSE RETAINING WALL	3512	SQ. FT.	\$32.00	\$112,384.00
121	816	FILTER BLANKET	30	SQ. YD.	\$4.00	\$120.00
122	816	DUMPED RIPRAP	15	CU. YD.	\$50.00	\$750.00
123	SP	VIDEO EDGE CARD EXTENDER	1	EACH	\$580.00	\$580.00
124	SP	BRIDGE LIGHTING	1	LUMP SUM	\$95,000.00	\$95,000.00
125	636	BRIDGE CONSTRUCTION CONTROL	1	LUMP SUM	\$38,000.00	\$38,000.00
126	SP	CLEANING AND PAINTING EXISTING STRUCTURAL STEEL	194	TON	\$304.00	\$58,976.00
127	801	UNCLASSIFIED EXCAVATION FOR STRUCTURES-BRIDGE	428	CU. YD.	\$105.00	\$44,940.00
128	802	CLASS S CONCRETE - BRIDGE	547.2	CU. YD.	\$500.00	\$273,600.00
129	802	CLASS S(AE) CONCRETE - BRIDGE	858.4	CU. YD.	\$575.00	\$493,580.00
130	SP	TEXTURED COATING FINISH	2764.6	SQ. YD.	\$19.50	\$53,909.70
131	803	CLASS 1 PROTECTIVE SURFACE TREATMENT	67.1	GAL.	\$80.00	\$5,368.00
132	804	REINFORCING STEEL-BRIDGE (GRADE 60)	102530	POUND	\$0.95	\$97,403.50
133	804	EPOXY COATED REINFORCING STEEL (GRADE 60)	223020	POUND	\$1.00	\$223,020.00
134	805	STEEL PILING (HP 12X53)	275	LIN. FT.	\$80.00	\$22,000.00
135	SP	CORING DRILLED SHAFT	92	LIN. FT.	\$100.00	\$9,200.00
136	SP	DRILLED SHAFT (96" DIAMETER)	92	LIN. FT.	\$1,650.00	\$151,800.00
137	SP	CROSSHOLE SONIC LOGGING (98" DIAMETER)	5	EACH	\$3,500.00	\$17,500.00
138	805	PREBORING	178	LIN. FT.	\$115.00	\$20,470.00
139	807	STRUCTURAL STEEL IN BEAM SPANS (M270-GR50W)	1354640	POUND	\$1.98	\$2,682,187.20
140	808	ELASTOMERIC BEARINGS	21028	CU. IN.	\$2.65	\$55,724.20
141	SP	ARMORED JOINT WITH NEOPRENE STRIP SEAL	64	LIN. FT.	\$250.00	\$16,000.00
142	812	BRIDGE NAME PLATE (TYPE D)	1	EACH	\$250.00	\$250.00
143	816	CONCRETE RIPRAP	12	CU. YD.	\$500.00	\$6,000.00
TOTAL AMOUNT BID						\$6,303,828.48

5.01 Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a ~~certified or bank cashier's check or a~~ Bid Bond and in the amount of 5% of Bid Dollars (\$ 5% of Bid).

B. A tabulation of subcontractors and other persons and organizations required to be identified in this Bid.

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

GLEN ROBERTSON, VICE PRESIDENT
EMERY SAPP & SONS, INC.
2602 N. STADIUM BLVD, COLUMBIA, MO 65203
Phone No. 573- 445- 8331
FAX No. 573- 445- 0266

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on NOVEMBER 2, 2012.

Arkansas State Contractor License No. 0133390413

(Not required for Federal Aid projects.)

If Bidder is:

An Individual

~~Name (type or printed): _____~~
~~By: _____ (SEAL)~~
~~(Individual's Signature)~~
~~Doing business as: _____~~
~~Business address: _____~~
~~_____~~
~~Phone No.: _____ FAX No.: _____~~

A Partnership

~~Partnership Name: _____ (SEAL)~~
~~By: _____~~
~~(Signature of general partner – attach evidence of authority to sign)~~
~~Name (type or print): _____~~
~~Business address: _____~~
~~_____~~
~~Phone No.: _____ FAX No.: _____~~

A Corporation

Corporation Name: EMERY SAPP & SONS, INC (SEAL)

State of Incorporation: MISSOURI

Type (General Business, Professional, Service, Limited Liability): _____

GENERAL BUSINESS - CONSTRUCTION

By: Glen Robertson

(Signature – attach evidence of authority to sign)

Name (type or printed): Glen Robertson

Title: Vice President

(CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

Business address: 2602 N. STADIUM BLVD

COLUMBIA, MO 65202

Phone No.: 573-445-8331 FAX No.: 573-445-0266

END OF DOCUMENT 00400

DOCUMENT 00500 – AGREEMENT

BETWEEN THE CITY OF FAYETTEVILLE AND CONTRACTOR

Contract Name: Job 040535
Fulbright Expwy./ Hwy. 71B Flyover
(Fayetteville)(S)
Washington County
F.A.P. HPP2-2816(2) & F.A.P. HPP2-3757(1)

Contract No.: 12-68

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2012 by and between City of Fayetteville (hereinafter called Owner) and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract includes, but is not limited to:

Construction of an 810'2" superelevated fly-over bridge comprised of a 572' composite plate girder unit and a 236' composite plate girder unit, 1,354,640 lbs of steel beams, 325,550 lbs of grade 60 steel, 1,405 CY of Class S and/or S(AE) concrete, and bridge lighting. The project also contains 4,300CY of unclassified excavation, 9,624 CY of compacted embankment, 4,849 tons of ACHM, and traffic signal poles and equipment, and miscellaneous items necessary for the work.

Refer to section 00400 Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract has been designed by JACOBS ENGINEERING GROUP, INC. (Jacobs). Jacobs assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within **501** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **546** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Two Thousand Five Hundred Dollars (\$2,500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Two Thousand Five Hundred Dollars (\$2,500.00) for each

DOCUMENT 00500 – AGREEMENT (continued)

calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The City of Fayetteville agrees to pay, and Contractor agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (Bid Form) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall

DOCUMENT 00500 – AGREEMENT (continued)

determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

- a. 95% of Work Completed (with the balance being retainage); and
- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR 'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

DOCUMENT 00500 – AGREEMENT (continued)

- D. Contractor has carefully studied all:
- (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings

DOCUMENT 00500 – AGREEMENT (continued)

identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - d. Federal funding documentation.
 - 3. Performance, Payment, and other Bonds.

DOCUMENT 00500 – AGREEMENT (continued)

4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with the cover sheet bearing the following title:

Fulbright Expwy./ Hwy. 71B Flyover
(Fayetteville)(S)
Washington County
F.A.P. HPP2-2816(2) & F.A.P. HPP2-3757(1)
Job 040535
8. Addenda numbers _____ () to _____ (____), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 **ASSIGNMENT OF CONTRACT:**

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be

DOCUMENT 00500 – AGREEMENT (continued)

assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20____, which is the
Effective Date of the Agreement.

CONTRACTOR

CITY OF FAYETTEVILLE

By: _____

By: _____

Title: _____

Title: _____

(SEAL)

(SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Agent for Service of process

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

City of Fayetteville Staff Review Form

C. 2
SourceGas Arkansas, Inc.
Page 1 of 20

City Council Agenda Items
and
Contracts, Leases or Agreements

11/20/2012

City Council Meeting Date
Agenda Items Only

Chris Brown *CB*
Submitted By

Engineering
Division

Development Services
Department

Action Required:

Approval of an Ordinance approving a Utility Work Agreement with SourceGas Arkansas Inc. in the amount of \$94,577.00 plus a contingency of \$18,915.00 for a total of \$113,492.00 for the relocation of gas mains and facilities necessary for the Fulbright Expressway/Hwy71B Flyover Project.

\$ 115,000.00
Cost of this request

\$ 1,659,924.30
Category / Project Budget

Flyover (FEEDC)
Program Category / Project Name

4520.9540.5315.00
Account Number

\$ 115,000.00
Funds Used to Date

Street Improvements
Program / Project Category Name

06035.1720
Project Number

\$ 1,544,924.30
Remaining Balance

2009 Street Bonds
Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒

Chris Brown for Jeremy Pate
Department Director

11/2/12
Date

Previous Ordinance or Resolution # _____

Jim Skelly
City Attorney

11-7-12
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher
Finance and Internal Services Director

11-7-2012
Date

Received in City
Clerk's Office

11-02-12P04:05 RCVD

Don Walker
Chief of Staff

11-7-12
Date

Received in
Mayor's Office



Lorrell Jordan
Mayor

11/8/12
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

Council Meeting of November 20, 2012

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

From: Chris Brown, City Engineer

Date: November 2, 2012

Subject: **An Ordinance approving a contract with SourceGas in the amount of \$94,577.00 plus a 20% contingency of \$18,915.00 for a total of \$113,492.00 for the relocation of gas mains and facilities necessary for the Fulbright Expressway/Hwy 71B Flyover Project**

PROPOSAL:

After reviewing the proposed construction plans, Engineering staff and SourceGas staff have agreed that approximately 1,305 linear feet of existing gas line and appurtenances will have to be relocated to allow the proposed Flyover project to be constructed. It was also determined that 50% of the proposed total costs to relocate this line is an equitable and fair cost share to both parties. Therefore, the City will reimburse SourceGas 50% or \$94,577.00 of actual costs to relocate their facilities which is presently estimated at \$189,154.00. Due to the unpredictable nature of construction projects, staff has included a 20% contingency for unforeseen utility conflicts which is estimated at \$19,915.00. The total dollar amount to be approved by City Council is \$113,492.00. The final payment by the City will be based on the actual quantity of gas facilities relocated, whether less than or more than the current estimate of 1,305 linear feet.

RECOMMENDATION:

Staff recommends City Council approval of the contract with SourceGas Arkansas, Inc.

BUDGET IMPACT:

Funds are available from the project budget which is funded by the Transportation Bond Program.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING FOR APPROVING A COST-SHARE AGREEMENT WITH SOURCEGAS ARKANSAS, INC. IN THE AMOUNT OF \$94,577.00 FOR THE RELOCATION OF GAS MAINS AND FACILITIES NECESSARY FOR THE FULBRIGHT EXPRESSWAY/HIGHWAY 71-B FLYOVER PROJECT AND FOR ALL FUTURE PAYMENTS TO OR CONTRACTS WITH SOURCEGAS ARKANSAS, INC. FOR THE RELOCATION COSTS FOR NATURAL GAS UTILITY MAINS AND APPURTENANCES NECESSITATED BY ROAD RECONSTRUCTION OR WIDENING PROJECTS WITHIN SOURCEGAS ARKANSAS, INC.'S AREA OF SERVICE, APPROVING A PROJECT CONTINGENCY OF \$18,915.00 FOR THE FLYOVER PROJECT, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, the City in coordination with the Arkansas State Highway and Transportation Department are constructing a Fulbright Expressway/Highway 71-B Flyover, and as part of the project it is necessary for certain gas mains and facilities belonging to SourceGas Arkansas, Inc. (SourceGas) to be relocated; and

WHEREAS, it is most cost effective for the City to enter into an agreement with SourceGas for the provision of said work on a fifty percent (50%) cost-share basis; and

WHEREAS, SourceGas has exclusive jurisdiction to construct and maintain such natural gas facilities within their service area as designated by the Arkansas Public Service Commission and such cost-share agreements should be entered without the requirement formal competitive bidding;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines the above-stated facts constitute an exceptional situation in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a cost-share utility work agreement with SourceGas Arkansas, Inc. in the amount of \$94,577.00 for the relocation of gas mains and facilities necessary for the Fulbright Expressway/Highway 71-B Flyover Project, further approves a project contingency of \$18,915.00, and approves waiver of formal competitive bidding on all such projects necessitated by any road reconstruction or widening projects with SourceGas Arkansas, Inc. within Fayetteville until December 31, 2016.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A".

PASSED and **APPROVED** this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

C. 2 V11.0310
SourceGas Arkansas, Inc.
Page 5 of 20

Budget Year 2012	Division: Engineering Department: Development Services	Request Date 11/2/2012	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION	
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Approval of an Ordinance approving a Utility Work Agreement with SourceGas Arkansas Inc. in the amount of \$94,577.00 plus a contingency of \$18,915.00 for a total of \$113,492.00 for the relocation of gas mains and facilities necessary for the Fulbright Expressway/Hwy71B Floyover Project.

	11/2/12 11-7-12 11-7-2012 11-7-12 11/8/12	Prepared By: _____ Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ 6/7/2011 Posted to General Ledger _____ Checked / Verified _____
		Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

[illegible]

**UTILITY WORK AGREEMENT
(MUNICIPALITY)**

Municipality: City of Fayetteville, Arkansas

Municipality's Address: 113 West Mountain, Fayetteville, AR 72701

Job Location: Arkansas Highway and Transportation
Department 40535—Flyover from North
College Avenue onto Fulbright Expressway
West-Bound Lanes

This Utility Work Agreement ("Agreement") is made and entered into this _____ day of November, 2012, by and between City of Fayetteville, Arkansas (hereinafter referred to as "Municipality"), and SourceGas Arkansas Inc. (hereinafter referred to as "SourceGas").

WHEREAS, Municipality proposes to make certain improvements at the location designated above, and as a result of such improvements, SourceGas must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Municipality's proposed improvements, Municipality wishes SourceGas to do the following:

Install approximately 100 feet of new 6 inch pipeline along the South side of Fulbright Expressway from the existing SourceGas bore location West, abandoning in place approximately 310 feet of bored and cased 6 inch steel pipeline beneath Fulbright Expressway. At the end point of the newly extended and installed 6 inch pipeline, bore beneath Fulbright Expressway to the North side of Fulbright Expressway and install approximately 340 feet of new 6 inch pipeline. Install new 6 inch pipeline East along the North side of Fulbright Expressway approximately 785 feet to be connected to an existing 6 inch pipeline abandoning in place approximately 645 feet of 6 inch steel pipeline along the North side of Fulbright Expressway.

(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in SourceGas' plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Municipality agrees to pay for the cost of such Work to the extent herein agreed upon.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED, MUNICIPALITY AND SOURCEGAS AGREE AS FOLLOWS:

1. Where applicable hereunder by reason of new utility occupancy or crossing of Municipality's property, Municipality hereby grants to SourceGas an easement or license to install and operate utility facilities on or across Municipality's property as shown on the approved plans or sketch maps attached hereto and made a part hereof.

2. Where applicable hereunder by reason of new construction on existing utility rights of way, SourceGas hereby grants to Municipality the right to use for Municipality's purposes the lands within the limits of the improvement project limits on or across which SourceGas holds a valid property interest antedating Municipality's rights which were subsequently acquired in the same lands, and which property rights SourceGas shall retain so long as SourceGas, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Municipality through removal of facilities in performing the Work or by subsequent removal of facilities for SourceGas' convenience; and Municipality hereby agrees that SourceGas, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does SourceGas waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Municipality or SourceGas in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Municipality or of SourceGas, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.

4. Municipality will pay SourceGas 50% of the **actual** cost of the Work. The **estimated** cost of the Work is \$189,154.00. Thus, the **estimated** cost to Municipality for the Work is \$94,577.00 (\$189,154.00 x .50). After it has completed the Work, SourceGas will bill Municipality for 50% of the **actual** cost of the Work. Municipality shall pay such invoice within 30 days of Municipality's receipt of the invoice. If Municipality fails to pay any such invoice within 30 days of receipt, the amount due under the invoice shall accrue interest at the rate of 10 per cent per annum until paid.

5. SourceGas will perform the Work, as described on the first page of this Agreement. SourceGas will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably

beyond SourceGas' control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to SourceGas. SourceGas shall not be obligated to commence the Work unless and until, at no cost to SourceGas, all necessary easements and rights of way have been executed, acknowledged and delivered to SourceGas in a form acceptable to SourceGas.

6. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in SourceGas. Municipality understands, acknowledges and agrees that Municipality shall have no title to, interest in, or ownership of those facilities.

7. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.

8. Municipality and SourceGas acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.

9. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of SourceGas. In the event of a conflict between this Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control.

10. In the event SourceGas is required to initiate litigation to enforce the terms and conditions of this Agreement, then SourceGas shall have the right to recover from Municipality SourceGas' costs and expenses of such litigation, including reasonable attorney fees.

11. Municipality acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

SOURCEGAS ARKANSAS INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Douglas Whitefoot

By: _____

Its: Sr. Vice President, Operations

Its: _____



AHTD 40535 - City of Fayetteville - Fulbright Expressway Flyover - BORE

8/27/2012 16:03

PROJECT TITLE:	AHTD 40535 - City of Fayetteville - Fulbright Expressway Flyover - BORE		
COMPANY NAME	SourceGas Arkansas	COMPANY NO.	1048
REQUESTED BY:	AHTD	PREPARED BY:	Jim Rowe
ESTIMATE NO.:	1	ORIGINAL EST. DATE:	7/23/2012
REVISION NO.		REVISION DATE:	
PROJECT MANAGER:	Jim Rowe	AFUDC:	0.00%
Contingency	0%	OVERHEAD:	19.00%

SCOPE: AGTD 40535, City of Fayetteville Flyover onto Fulbright Expressway. Requires the relocation of approximately 1,305' of 6" steel pipeline to be installed along the South side of Fulbright Expressway, Highway 71B, boring underneath Fulbright Expressway and then the installation of approximately 820' of 6" steel pipeline along the North side of Fulbright. This relocation is to allow for bridges, drainage and pillars associated with the proposed Flyover Project. Contractor stated that the bore rate of \$40.00 would apply unless ROCK was encountered.

ASSET CAPABILITIES:

		Volumes			Pressure
Minimum		0 MMcfd	Design		0 psig
Maximum		0 MMcfd	MAOP		0 psig
			Normal Operating		0 psig
			Delivery Pressure		0 psig

ESTIMATE SUMMARY

MATERIALS	\$ 38,961
COMPANY COST	\$ 2,000
OUTSIDE SERVICES	\$ 106,663
ROW, DAMAGES & PERMIT FEES	\$ 11,329
MEASUREMENT & MISC	\$ -
SUBTOTAL	\$ 158,953
Contingency	\$ -
SUBTOTAL	\$ 158,953
CAPITALIZED OVERHEAD	\$ 30,201
SUBTOTAL	\$ 189,154
Misc. Fees	
(over \$30k & 60 days- AFUDC-4%)	\$ -
GROSS ESTIMATED COST	\$ 189,154

40535 COF Flyover 82720MATERIAL:Aluminate BORE

MATERIAL COSTS BEFORE TAXES

Internal Company Cost			
<u>DESCRIPTION</u>	<u>QUANTITY HOURS</u>	<u>UNIT COST</u>	<u>TOTAL</u>
<u>Company Labor</u>			
Field Coordinator	20	\$50.00	\$1,000
Service Technician - Scheduled 2 Tech's at 60 hours each.	0	\$50.00	\$0
Pipeline Technician	0	\$50.00	\$0
Welder	0	\$50.00	\$0
Large Cap. Meter Technician	20	\$50.00	\$1,000
Total Estimated Company Labor			\$2,000
<u>Employee Expenses</u>			
Per Diem	4	\$75.00	\$0
Total Estimated Employee Expenses			\$0
Total Company Cost			
			\$2,000

Outside Services

DESCRIPTION	SIZE	LENGTH	QUANTITY	UNIT PRICE			TOTAL
DCC CONTRACT				Hourly	Daily	LF / EACH	
FOREMAN - Regular Time	PEOPLE	40		\$54.54			\$2,182.00
WELDER - Regular Time	PEOPLE	40		\$65.47			\$2,619.00
WELDER HELPER - Regular Time	PEOPLE	40		\$40.56			\$1,622.00
LABORER - Regular Time (Times 4 includes Traffic Control)	PEOPLE	160		\$33.52			\$5,363.00
STEEL Dig In And Install 6" Mainline	6"	1000				\$10.99	\$10,990.00
BORING 6" STEEL (Partial ROCK based upon Estimate from Contractor)	6"	400				\$40.19	\$16,076.00
INSTALL ANODE	ANODE	3				\$81.25	\$244.00
INSTALL TEST STATION	ANODE	2				\$81.25	\$163.00
SET / RESET LINE MARKER	MARKER	6				\$66.67	\$400.00
TRACK EXCAVATOR - 20,000 TO 40,000 Class - PER WEEK at 4 weeks	EXCAV	1	2	\$68.87	\$688.70	\$3,099.15	\$6,198.00
WELDING RIG - Arc, Aceetylene, bevel machine, line up clamps, gas, oil and welding supplies.	WELDER	1	2	\$25.85	\$258.50	\$1,163.25	\$2,326.00
JERSEY BARRELS	TRAFFIC	12	4	\$5.50	\$55.00	\$247.50	\$11,880.00

Job Services Total	\$60,063.00
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Road Crossings (Listed)		
LIST BORES SEPERATELY		
Location	Size of Pipe	Length of Bore
Bore Southh side of 71B, Fulbright Expressway West to bore site under	6"	0
From the South side of 71B, under Fulbright East and West Lanes	6"	380
Bore North side of 71B, Fulbright Expressway to existing 6" steel line	6"	0
TOTAL FOOTAGE ON BORES		380

Nitrogen Test - per Foot	0	\$3.05	\$0.00
Contract Chief Inspector per 40 hour work Week	5	\$2,362.00	\$11,810.00
Contract Welding Inspector - per 40 hour work Week	5	\$2,958.00	\$14,790.00
Contract Utility Inspector - per day	0	\$680.00	\$0.00
Contract Traffic Control - per Day	5	\$1,000.00	\$5,000.00

DESCRIPTION	SIZE	LENGTH	QUANTITY	UNIT PRICE			TOTAL
				Hourly	Daily	LF / EACH	
DCC CONTRACT							
Radiographic Examination - per Day - REQUIRED ONSITE			5			\$2,000.00	\$10,000.00
PER DAY OF WELDING							
Environmental Clearance Survey (ECIF) - per Project			1			\$5,000.00	\$5,000.00
Storm Water Permitting			0			\$5,000.00	\$0.00
Sub Total							\$46,600.00

Rented Company Equipment

Backhoe/Day	0		\$275.00	\$0.00
Trencher/Day	0		\$242.00	\$0.00
Mini-Excavator/Day	0		\$242.00	\$0.00
Welder/Day	0		\$97.00	\$0.00

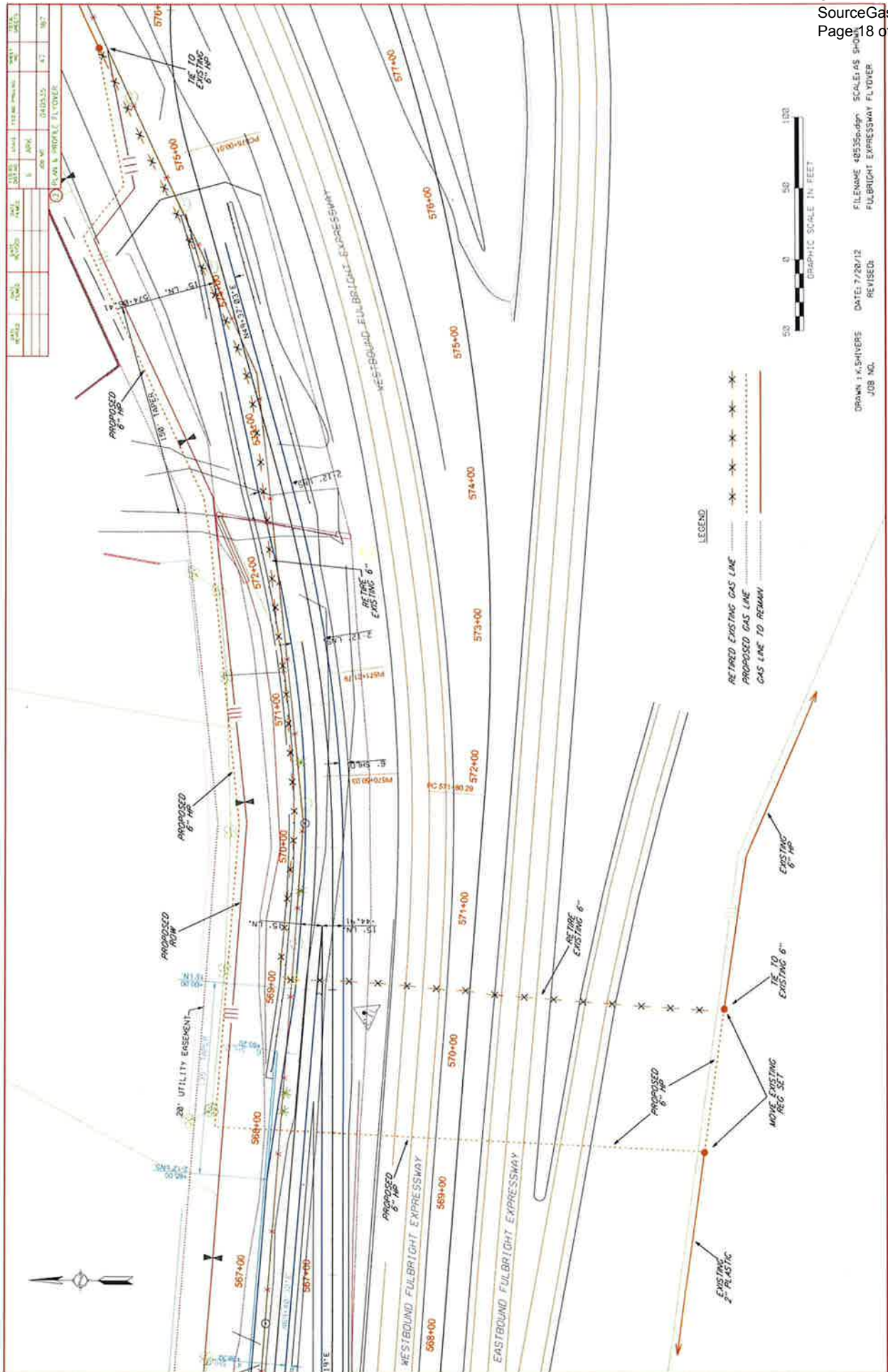
Sub total	\$0.00
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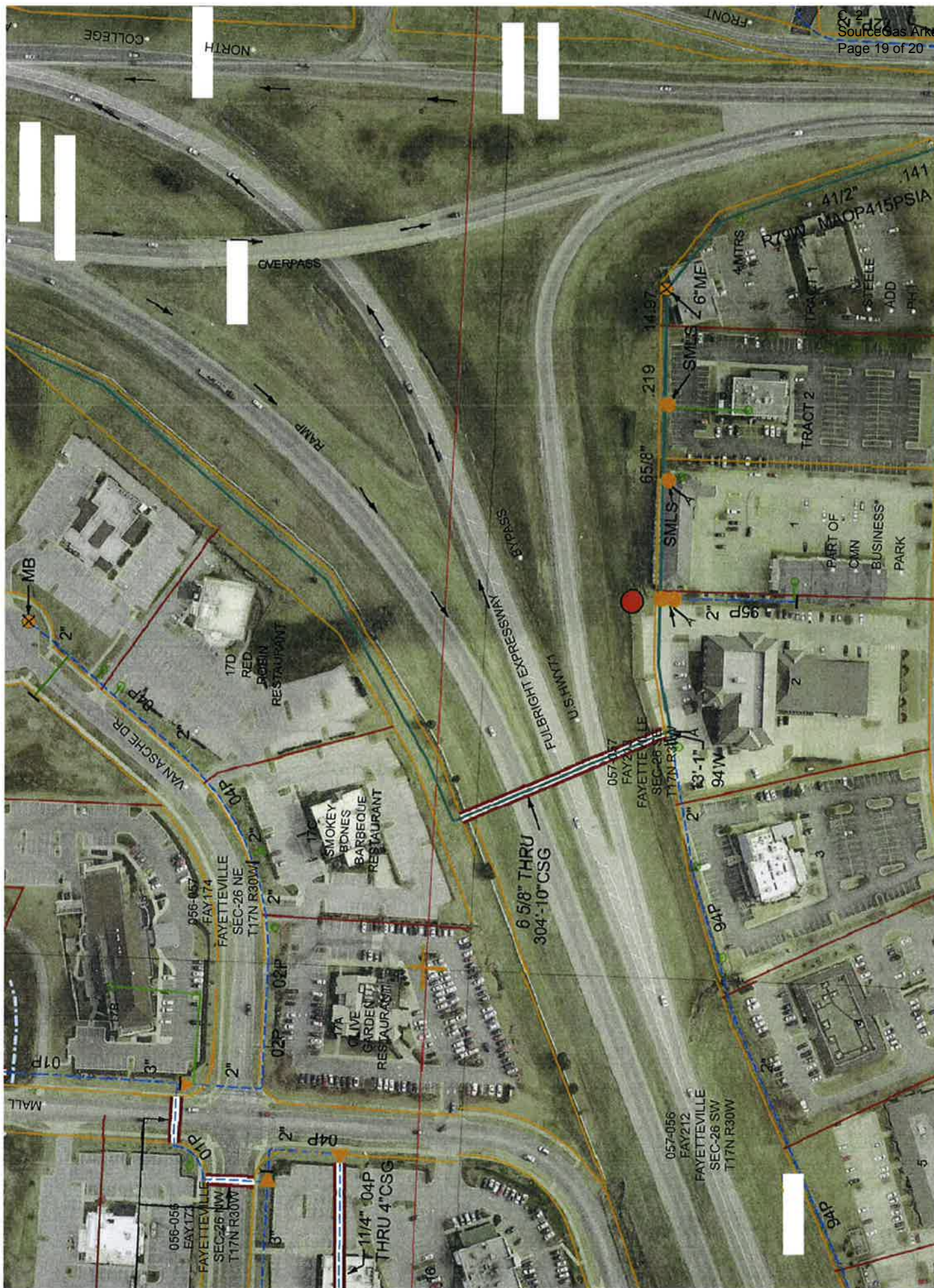
Total Estimated Outside Services			\$106,663.00	
<u>Right of Way</u>				
Recording Fees / Easement - Estimated at \$35.00 per Title / Easement or \$125.00 per Mile	0		\$35.00	\$0.00
Damages - Estimated at \$.75 per foot or \$12.38 per Rod - Includes ROW Clearing and Restoration	1305	Width 20	\$0.75	\$979.00
Right of Way - Estimated at a % of State paid ROW or a % of Fair Market Value	1100	Width 20	\$3.50	\$3,850.00
Permitting - ESTIMATED Environmental Permitting			\$3,500.00	\$0.00
Contract Surveyor - per Day (MAY REQUIRE MORE THAN ONE AGENT PER PROJECT). Includes research, preliminary drawing preparations, land tie and locates and preparing the DRAFT for Exhibit "A". Staking. As Buillts.	2		\$3,250.00	\$6,500.00
Contract Right-of-Way Agent - per Day (MAY REQUIRE MORE THAN ONE AGENT PER PROJECT)			\$750.00	\$0.00
Total Estimated ROW			\$11,329.00	

DESCRIPTION	SIZE	LENGTH	QUANTITY	UNIT PRICE			TOTAL
				Hourly	Daily	LF / EACH	
DCC CONTRACT							

Measurement & Other Cost

DESCRIPTION	SIZE	MATERIAL CODE	QUANTITY	UNIT PRICE	TOTAL
Measurement					
Farm Tap			0	\$3,500.00	\$0
District Regulator Stations			0	\$40,000.00	\$0
Measurement Border Station			0	\$75,000.00	\$0
Town Border Station			0	\$400,000.00	\$0
Other					
Line Pack			0	\$10.00	\$0
			0	\$0.00	\$0
TOTAL MEASUREMENT & OTHER COST					\$0





City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

840		Vendor Name:		Source Gas		Mail Yes: XX No:		Quotes Attached	
Address:		PO Bos 13288		Fob Point:		Taxable Yes: No: XX		No: XX	
City: Fayetteville		State: AR		Zip Code: 72703		Ship to code:		Division Head Approval:	
Requester: Chris Brown		Requester's Employee #:		2695		Extension: 8207			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Contract Services	1		94,577.00	\$94,577.00	4520.9540.5315.00	06035.1720		
2	This is a grant								
3					\$0.00				
4									
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: \$94,577.00									
Tax:									
Total: \$94,577.00									
Approvals:									
Mayor: Department Director: Purchasing Manager:									
Finance & Internal Services Director: Budget Manager: IT Manager:									
Dispatch Manager: Utilities Manager: Other:									

City of Fayetteville Staff Review Form

C. 3
 VAC 12-4219 (2514 New
 School Pl./The New School)
 Page 1 of 24

City Council Agenda Items
 and
 Contracts, Leases or Agreements

11/20/2012

City Council Meeting Date
 Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Services

Department

Action Required:

VAC 12-4219: Vacation (2514 NEW SCHOOL PL./THE NEW SCHOOL, 290): Submitted by JORGENSEN AND ASSOCIATES for property located at 2514 NEW SCHOOL PLACE. The property is zoned R-O, RESIDENTIAL OFFICE AND C-2, THOROUGHFARE COMMERCIAL, and contains 19.23 acres. The request is to vacate a portion of existing easements and right-of-way.

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

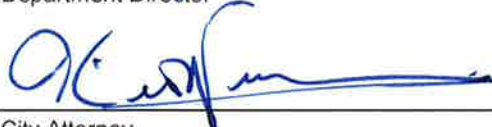
Budgeted Item ☐Budget Adjustment Attached ☐

 Department Director

11-02-2012

Date

Previous Ordinance or Resolution #


 City Attorney

11-5-2012

Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director

11-5-2012

Date

Received in City Clerk's Office 11-02-12 P01:53 RCV0


 Chief of Staff

11-6-12

Date

Received in
 Mayor's Office


 Mayor

11/8/12

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director 

From: Andrew Garner, Senior Planner

Date: October 23, 2012

Subject: VAC 12-4219 (New School)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate existing utility easements and right-of-way.

BACKGROUND

The subject property is the New School campus on the south side of Sunbridge Drive. The New School is a private school for preschool students through 7th grade. The overall site contains approximately 19.23 acres and is zoned R-O, Residential Office and C-2, Thoroughfare Commercial.

The applicant recently received large scale development approval on September 24, 2012 (LSD 12-4217) to construct a new preschool/auditorium building of 46,905 square feet along with new parking lots. The applicant's request is to vacate street right-of-way for the cul-de-sac at the end of New School Place and utility easements within the site, as indicated on the attached exhibits. New School Place dead-ends into the school campus and is being reconfigured with the new development and the new building is proposed over the existing utility easements. Prior to construction of the new building and reconfigured parking access the easements and right-of-way must be vacated.

DISCUSSION

On October 22, 2012, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 7-0-1 (Commissioner Cabe recused).

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 12-4219 SUBMITTED BY JORGENSEN AND ASSOCIATES FOR PROPERTY LOCATED AT 2514 NEW SCHOOL PLACE TO VACATE PORTIONS OF EXISTING EASEMENTS AND RIGHT-OF-WAY

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

WHEREAS, the City Council has determined that the following described portion of the platted existing easements and right-of-way are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described easements and right-of-way as shown in Exhibit B (attached).

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit A shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to following the Conditions of Approval and shall not be in effect until the conditions are met.

1. AEP/SWEPCO shall be reimbursed by the owner/developer for relocating the streetlight in the old street right-of-way that is being vacated. This shall be completed prior to building permit for LSD 12-4217.
2. The owner/developer shall connect the relocated water line to the six-inch water line on Hiram Davis Place. Sewer extensions along Sunbridge Drive shall be evaluated in lieu of multi-bend sewer reroute. The owner/developer shall follow the City's Water and Sewer Department's directions for all necessary sewer extensions and connection. This shall be completed prior to issuance of construction permits for LSD 12-4217.
3. New easements shall be dedicated by easement plat or separate document prior to issuance of a building permit for LSD 12-4217.
4. Relocation or damage to existing utilities shall be at the owner/developer's expense.

Ord. Pg 2

PASSED and **APPROVED** this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

C. 3
VAC 12-4219 (2514 New
School Pl./The New School)
Page 5 of 24

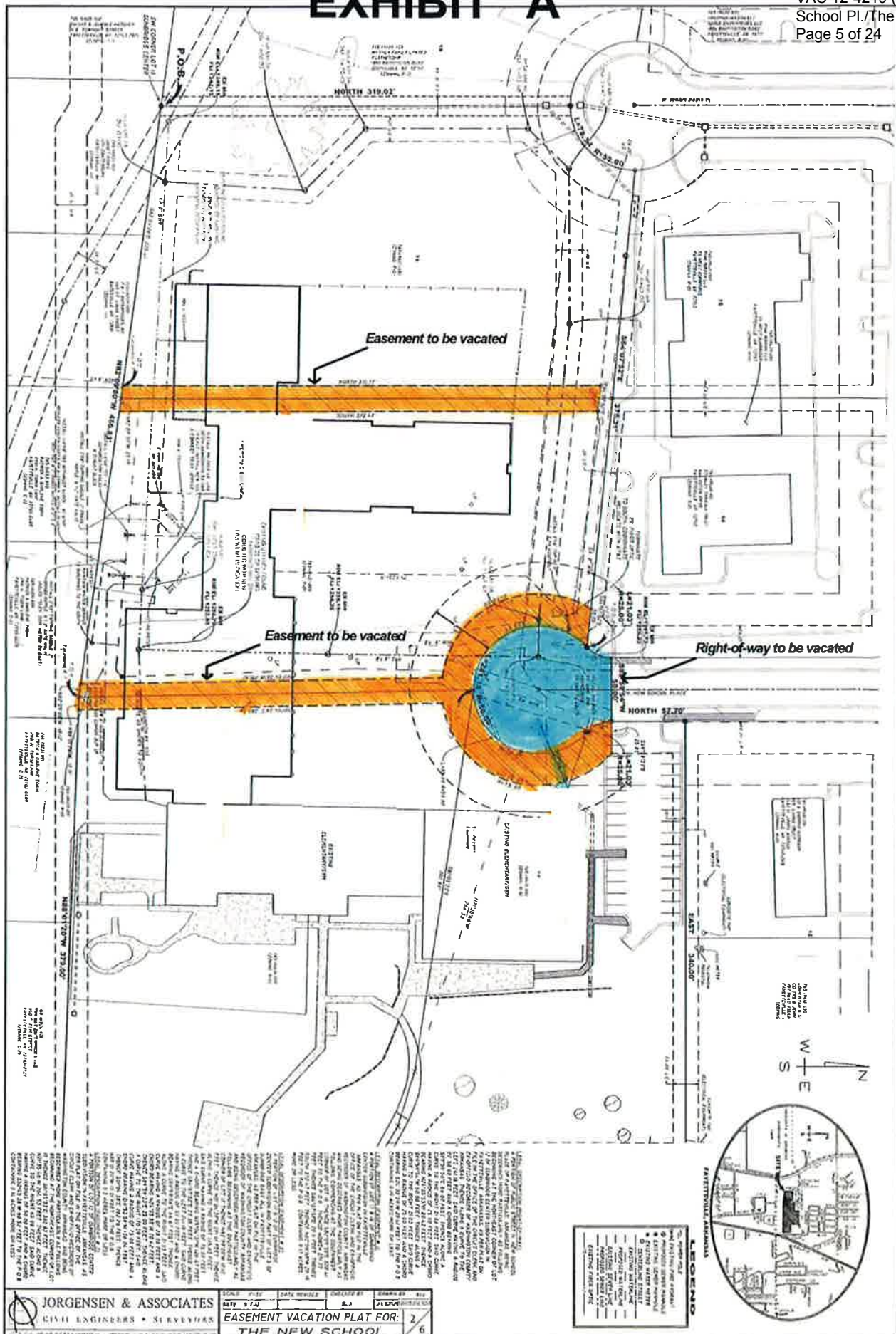


EXHIBIT "B"
VAC 12-4219

LEGAL DESCRIPTION (RIGHT-OF-WAY):

A PORTION OF PUBLIC STREET N. NEW SCHOOL PLACE OF FAYETTEVILLE, ARKANSAS, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 17 OF SUNBRIDGE CENTER SUBDIVISION IN FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, THENCE ALONG A CURVE TO THE LEFT 241.18 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING S89°59'56"E 66.67 FEET, THENCE ALONG A CURVE TO THE RIGHT 21.03 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING N24°05'55"W 20.42 FEET, THENCE S89°59'54"W 50.00 FEET, THENCE ALONG A CURVE TO THE RIGHT 21.03 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING S24°05'39"W 20.41 FEET TO THE P.O.B., CONTAINING 0.19 ACRES MORE OR LESS

LEGAL DESCRIPTION (EASEMENT # 1):

A PORTION OF LOT 17 & 18 OF SUNBRIDGE CENTER SUBDIVISION IN FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF LOT 18 THENCE S82°09'00"E 220.41 FEET TO THE P.O.B., THENCE NORTH 371.77 FEET, THENCE S84°07'52"E 20.11 FEET, THENCE SOUTH 372.47 FEET, THENCE N82°09'00"W 20.19 FEET TO THE P.O.B., CONTAINING 0.17 ACRES MORE OR LESS

LEGAL DESCRIPTION (EASEMENT # 2):

A PORTION OF LOT 17 & 13 OF SUNBRIDGE CENTER SUBDIVISION AND PART OF LOT 5 OF SUNBRIDGE EAST ALL IN FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 17 THENCE N82°09'00"W 10.12 FEET, THENCE N01°04'38"W 281.41 FEET, THENCE ALONG A CURVE TO THE RIGHT 105.83 FEET, SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING N25°04'31"W 126.67 FEET, THENCE S84°07'52"E 30.05 FEET, THENCE ALONG A CURVE TO THE LEFT 241.18 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING S89°59'56"E 66.67 FEET, THENCE ALONG A CURVE TO THE RIGHT 21.03 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING N24°05'55"W 20.42 FEET, THENCE S89°59'33"E 25.00 FEET, THENCE ALONG A CURVE TO THE RIGHT 170.39 FEET, SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING S16°53'58"W 136.04 FEET, THENCE S01°04'38"E 283.26 FEET, THENCE N88°01'20"W 10.01 FEET TO THE P.O.B., CONTAINING 0.3 ACRES MORE OR LESS.

LEGAL DESCRIPTION (EASEMENT # 3):

A PORTION OF LOT 13 OF SUNBRIDGE CENTER SUBDIVISION IN FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 17 THENCE S81°05'33"E 302.83 FEET, THENCE N71°35'46"W 264.53 FEET, THENCE ALONG A CURVE TO THE RIGHT 65.00 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING S52°45'28"W 60.52 FEET TO THE P.O.B., CONTAINING 0.14 ACRES MORE OR LESS.

LEGAL DESCRIPTION BOUNDARY (ORIGINAL):

A PART OF THE S1/2 OF THE SW1/4 OF SECTION 35, T17N, R30W AND LOTS 10, 11, 13, 17 AND 18 OF SUNBRIDGE CENTER AND LOT 5 OF SUNBRIDGE EAST ALL IN FAYETTEVILLE, ARKANSAS, AS PER PLAT RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 18 OF SUNBRIDGE CENTER THENCE NORTH 319.02 FEET, THENCE ALONG A CURVE TO THE LEFT 78.54 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N45°00'14"E 70.71 FEET, THENCE S84°07'52"E 375.31 FEET, THENCE ALONG A CURVE TO THE LEFT 241.18 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF S89°59'54"E 66.67 FEET, THENCE ALONG A CURVE TO THE RIGHT 21.03 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF N24°05'55"W 20.42 FEET, THENCE NORTH 57.70 FEET, THENCE EAST 340.00 FEET, THENCE NORTH 171.44 FEET, THENCE EAST 592.49 FEET, THENCE S01°39'08"W 325.04 FEET, THENCE EAST 337.80 FEET, THENCE S01°38'58"W 345.42 FEET, THENCE N89°02'26"W 891.55 FEET, THENCE N88°01'20"W 379.00 FEET, THENCE N82°09'00"W 466.83 FEET TO THE P.O.B.; CONTAINING 19.23 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION BOUNDARY (PROPOSED):

A PART OF THE S1/2 OF THE SW1/4 OF SECTION 35, T17N, R30W AND LOTS 10, 11, 13, 17 AND 18 OF SUNBRIDGE CENTER AND LOT 5 OF SUNBRIDGE EAST ALL IN FAYETTEVILLE, ARKANSAS, AS PER PLAT RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 18 OF SUNBRIDGE CENTER THENCE NORTH 319.02 FEET, THENCE ALONG A CURVE TO THE LEFT 78.54 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N45°00'14"E 70.71 FEET, THENCE S84°07'52"E 375.31 FEET, ALONG A CURVE TO THE LEFT 21.03 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING N24°05'39"E 20.41 FEET, THENCE S89°59'54"W 50.00 FEET, THENCE NORTH 57.70 FEET, THENCE EAST 340.00 FEET, THENCE NORTH 171.44 FEET, THENCE EAST

592.49 FEET, THENCE S01°39'08"W 325.04 FEET, THENCE EAST 337.80 FEET, THENCE S01°38'58"W 345.42 FEET, THENCE N89°02'26"W 891.55 FEET, THENCE N88°01'20"W 379.00 FEET, THENCE N82°09'00"W 466.83 FEET TO THE P.O.B.; CONTAINING 19.42 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.



PC Meeting of October 22, 2012

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~October 15, 2012~~ *Updated October 23, 2012*

VAC 12-4219: Vacation (2514 NEW SCHOOL PL./THE NEW SCHOOL, 290):
Submitted by JORGENSEN AND ASSOCIATES for property located at 2514 NEW SCHOOL PLACE. The property is zoned R-O, RESIDENTIAL OFFICE AND C-2, THOROUGHFARE COMMERCIAL and contains approximately 19.23 acres. The request is to vacate portions of existing easements and right-of-way.

Planner: Andrew Garner

Findings:

The subject property is the New School campus on the south side of Sunbridge Drive. The New School is a private school for preschool students through 7th grade. The overall site contains approximately 19.23 acres and is zoned R-O, Residential Office and C-2, Thoroughfare Commercial. Surrounding land use and zoning is depicted in *Table 1*.

**Table 1
Surrounding Land Use and Zoning**

Direction from Site	Land Use	Zoning
North and West	Office	R-O, Residential Office
South	Mixed commercial uses on Township Street	C-2, Thoroughfare Commercial
East	Undeveloped	C-2, Thoroughfare Commercial

Request: The applicant recently received large scale development approval on September 24, 2012 (LSD 12-4217) to construct a new preschool/auditorium building of 46,905 square feet along with new parking lots. The applicant's request is to vacate street right-of-way for the cul-de-sac at the end of New School Place and utility easements within the site, as indicated on the attached exhibits. New School Place dead-ends into the school campus and is being reconfigured with the new development and the new building is proposed over the existing utility easements. Prior to construction of the new building and reconfigured parking access the easements and right-of-way must be vacated.

The applicant has submitted the required easement vacation notification forms to the utility companies and to the City with the results summarized below.

UTILITIES

RESPONSE

Ozarks Electric	No Objections
Cox Communications	No Objections
Southwestern Electric Power Company	No Objections
Arkansas Western Gas	No Objections
AT&T	No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer	No Objections
Transportation	No Objections
Solid Waste	No Objections

Public Comment: No public comment has been received.

Recommendation: Finding that adequate access and utility easements exist to serve the subject and surrounding property, staff recommends forwarding **VAC 12-4219** to the City Council with a recommendation for approval subject to the following conditions:

1. AEP/SWEPCO shall be reimbursed for relocating the streetlight in the old street right-of-way that is being vacated. This shall be completed prior to building permit for LSD 12-4217.
2. The relocated water line shall connect to the six-inch water line on Hiram Davis Place. Sewer extensions along Sunbridge Drive should be evaluated in lieu of multi-bend sewer reroute. This shall be completed prior to issuance of construction permits for LSD 12-4217.
3. New easements shall be dedicated by easement plat or separate document prior to issuance of a building permit for LSD 12-4217.
4. Relocation or damage to existing utilities shall be at the owner/developer's expense.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: October 22, 2012

Motion: Cook

Second: Chesser

Vote: 7-0-1 (Cabe recused)



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.
JARED S. INMAN, P.E.

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Attn: Planning Commission & City Council
Re: The New School Vacation

As part of a Large Scale Development for an addition to the New School, existing easements and right-of-way need to be vacated. Currently the campus has a private drive at the northeast corner, this drive services the existing Arts/Annex and the Existing Middle School. The primary ingress is through 'New School Place', this Cul-de-sac street has two parking lots branching off of it and an existing asphalt drive loops to the west to 'Hiram Davis Place'. The proposed development will essentially re-create the same driving patterns; however, the plan is to convert the 'New School Place' Cul-de-sac into a through street to the west over to 'Hiram Davis Place'. The intention is to create a safer driving pattern at the main entrance to the facilities off of 'New School Place' and have a designated 'Access Easement' that will route traffic east and west. To remove the circulatory pattern of the existing cul-de-sac, a portion of the existing right-of-way will be vacated and the street will be re-configured as per the plans. Vacation of existing easements will be offset with the installation of new utilities and accompanying easements.

Please contact us with any questions or comments. We look forward to your assistance.

Sincerely;


Blake E. Jorgensen, P.E.

**PETITION TO VACATE EASEMENTS & RIGHT-OF-WAY LOCATED IN THE CITY OF
FAYETTEVILLE, ARKANSAS**

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

We, the undersigned, being all the owners of the real estate abutting the easement, hereinafter sought to be abandoned and vacated, lying, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate Right-of-Way & Easements which are described as follows:

LEGAL DESCRIPTION (RIGHT-OF-WAY):

A PORTION OF PUBLIC STREET N. NEW SCHOOL PLACE OF FAYETTEVILLE, ARKANSAS, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 17 OF SUNBRIDGE CENTER SUBDIVISION IN FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, THENCE ALONG A CURVE TO THE LEFT 241.18 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING S89°59'56"E 66.67 FEET, THENCE ALONG A CURVE TO THE RIGHT 21.03 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING N24°05'55"W 20.42 FEET, THENCE S89°59'54"W 50.00 FEET, THENCE ALONG A CURVE TO THE RIGHT 21.03 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING S24°05'39"W 20.41 FEET TO THE P.O.B., CONTAINING 0.19 ACRES MORE OR LESS

LEGAL DESCRIPTION (EASEMENT # 1):

A PORTION OF LOT 17 & 18 OF SUNBRIDGE CENTER SUBDIVISION IN FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF LOT 18 THENCE S82°09'00"E 220.41 FEET TO THE P.O.B., THENCE NORTH 371.77 FEET, THENCE S84°07'52"E 20.11 FEET, THENCE SOUTH 372.47 FEET, THENCE N82°09'00"W 20.19 FEET TO THE P.O.B., CONTAINING 0.17 ACRES MORE OR LESS

LEGAL DESCRIPTION (EASEMENT # 2):

A PORTION OF LOT 17 & 13 OF SUNBRIDGE CENTER SUBDIVISION AND PART OF LOT 5 OF SUNBRIDGE EAST ALL IN FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 17 THENCE N82°09'00"W 10.12 FEET, THENCE N01°04'38"W 281.41 FEET, THENCE ALONG A CURVE TO THE RIGHT 105.83 FEET, SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING N25°04'31"W 126.67 FEET, THENCE S84°07'52"E 30.05 FEET, THENCE ALONG A CURVE TO THE LEFT 241.18 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING S89°59'56"E 66.67 FEET, THENCE ALONG A CURVE TO THE RIGHT 21.03 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING N24°05'55"W 20.42 FEET, THENCE S89°59'33"E 25.00 FEET, THENCE ALONG A CURVE TO THE RIGHT 170.39 FEET, SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING S16°53'58"W 136.04 FEET, THENCE S01°04'38"E 283.26 FEET, THENCE N88°01'20"W 10.01 FEET TO THE P.O.B., CONTAINING 0.3 ACRES MORE OR LESS.

LEGAL DESCRIPTION (EASEMENT # 3):

A PORTION OF LOT 13 OF SUNBRIDGE CENTER SUBDIVISION IN FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING DESCRIBED

MORE PARTICULARLY AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 17 THENCE S81°05'33"E 302.83 FEET, THENCE N71°35'46"W 264.53 FEET, THENCE ALONG A CURVE TO THE RIGHT 65.00 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING S52°45'28"W 60.52 FEET TO THE P.O.B., CONTAINING 0.14 ACRES MORE OR LESS.

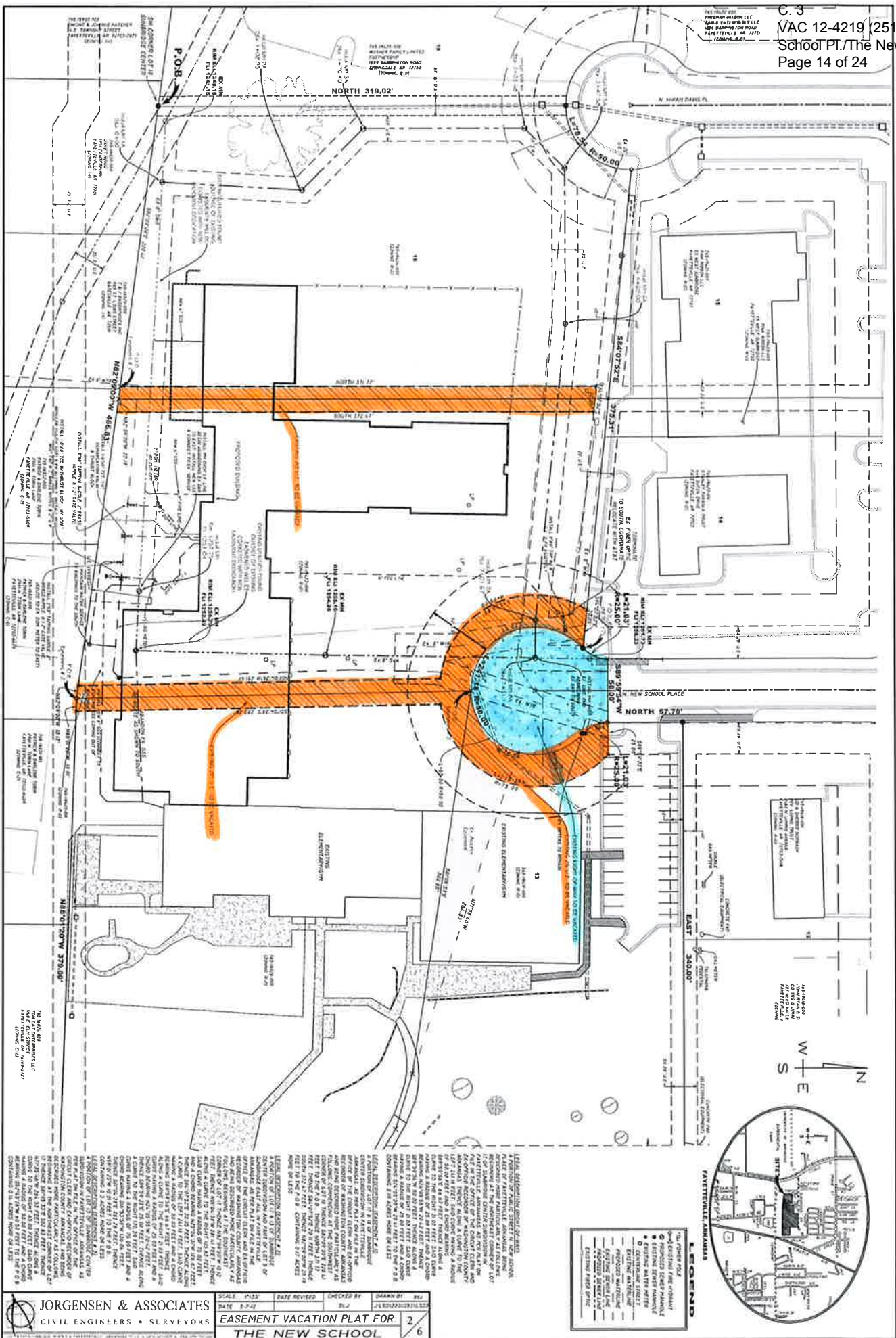
The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved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

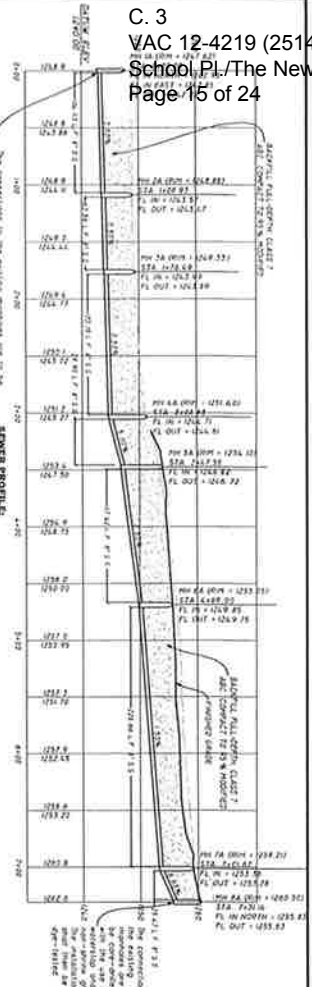
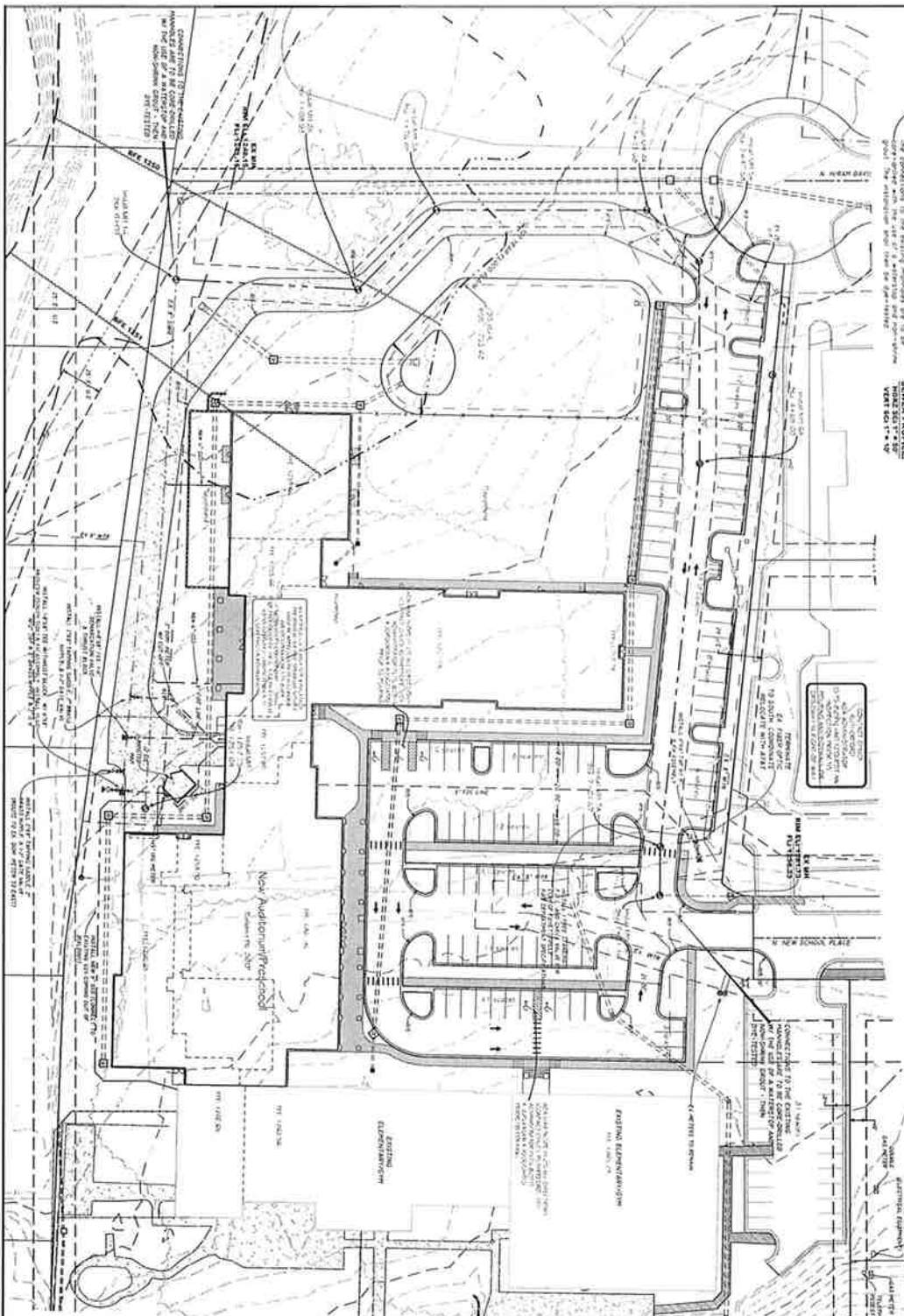
WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting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

Dated this 2nd day of October 2012

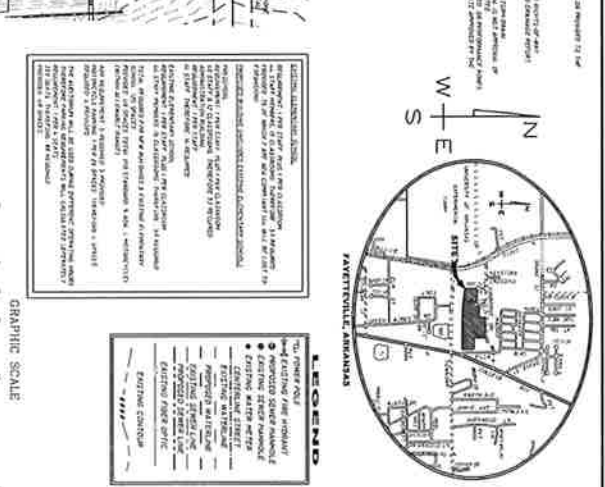
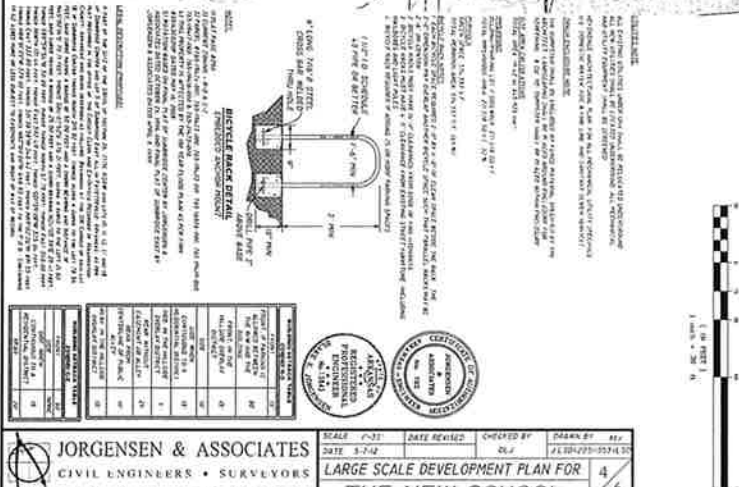
Printed Name: Sara Stephenson

Signature: Sara Stephenson





NOTES:
1. THE SITE IS LOCATED IN THE CITY OF DENVER, COLORADO, AND IS SUBJECT TO THE CITY OF DENVER'S ZONING ORDINANCES. THE SITE IS ZONED R-1 (RESIDENTIAL SINGLE-FAMILY) AND IS SUBJECT TO THE CITY OF DENVER'S SUBDIVISION MAP ACT. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.
2. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.
3. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.
4. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.
5. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.
6. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.
7. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.
8. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.
9. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.
10. THE SITE IS NOT SUBJECT TO THE CITY OF DENVER'S HISTORIC PRESERVATION ACT.



UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 9/5/12

UTILITY COMPANY: AEP/SWEPCO

APPLICANT NAME: Jorgensen & Associates APPLICANT PHONE: 442-9127
REQUESTED VACATION (*applicant must check all that apply*):

- ~ Utility Easement
- ~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ~ Alley
- ~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

..

- No objections provided the following conditions are met:

We will need reimbursement for relocating the streetlight in
the old street right of way.

John Bayn
Signature of Utility Company Representative

Distribution Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 8-20-12

UTILITY COMPANY: City of Fayetteville (Solid Waste)

APPLICANT NAME: Jorgensen & Associates APPLICANT PHONE: 442-9127

REQUESTED VACATION (*applicant must check all that apply*):

- ~ Utility Easement
- ~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ~ Alley
- ~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2514 New School Place

(**ATTACH legal description and graphic representation of what is being vacated-SURVEY**)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- No objections provided the following conditions are met:

Brian Pugh
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 09/06/2012

UTILITY COMPANY: City of Fayetteville (Water & Sewer)

APPLICANT NAME: Jorgensen & Associates APPLICANT PHONE: 442-9127
REQUESTED VACATION (*applicant must check all that apply*):

☒ Utility Easement

~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

~ Alley

~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**

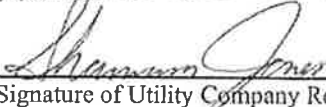
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

The rerouted water line needs to connect to the 6 inch water line on
Hiram Davis Place. Sewer extensions along Sunbridge should be evaluated in lieu of
multi bend sewer reroute.


Signature of Utility Company Representative

Utilities Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 9/5/2012

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Jorgensen & Associates APPLICANT PHONE: 442-9127
REQUESTED VACATION (*applicant must check all that apply*):

- ~ Utility Easement
- ~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ~ Alley
- ~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Will need new easement around perimeter of this project to relocate existing fiber line.

- No objections provided the following conditions are met:

Existing fiber line that is within this easement will have to be
relocated at the developers expense.


Signature of Utility Company Representative

Construction Planner II NWA
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: _____

UTILITY COMPANY: Source Gas Co.

APPLICANT NAME: Jorgensen & Associates APPLICANT PHONE: 442-9127

REQUESTED VACATION (applicant must check all that apply):

- ~ Utility Easement
- ~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ~ Alley
- ~ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2514 New School Place Fay. Ar. 72703

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- No objections provided the following conditions are met:

A new UE will be provided according to Source Gas Co. standards. Any relocation damage will be at the Owner/Developer's expense.

[Signature]
Signature of Utility Company Representative

Division Manager
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 9-10-2012

UTILITY COMPANY: AT&T

APPLICANT NAME: Jorgensen & Associates APPLICANT PHONE: 442-9127
REQUESTED VACATION (*applicant must check all that apply*):

- ~ ☒ Utility Easement
~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
~ Alley
~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** NEW SCHOOL ADDITION**

(*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- No objections provided the following conditions are met:

ALL EXISTING AT&T/SWBT TELEPHONE FACILITIES LOCATED
WITHIN EASEMENT TO BE VACATED WILL NEED TO BE RELOCATED
AT THE OWNER/DEVELOPERS EXPENSE BEFORE VACATION

Susan K. Cloutier
Signature of Utility Company Representative

ENGINEER OSP DESIGN
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 9/4/12

UTILITY COMPANY: City of Fayetteville (Transportation)

APPLICANT NAME: Jorgensen & Associates APPLICANT PHONE: 442-9127
REQUESTED VACATION (*applicant must check all that apply*):

- ~ Utility Easement
- ~ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ~ Alley
- ☒ ~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**

(*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

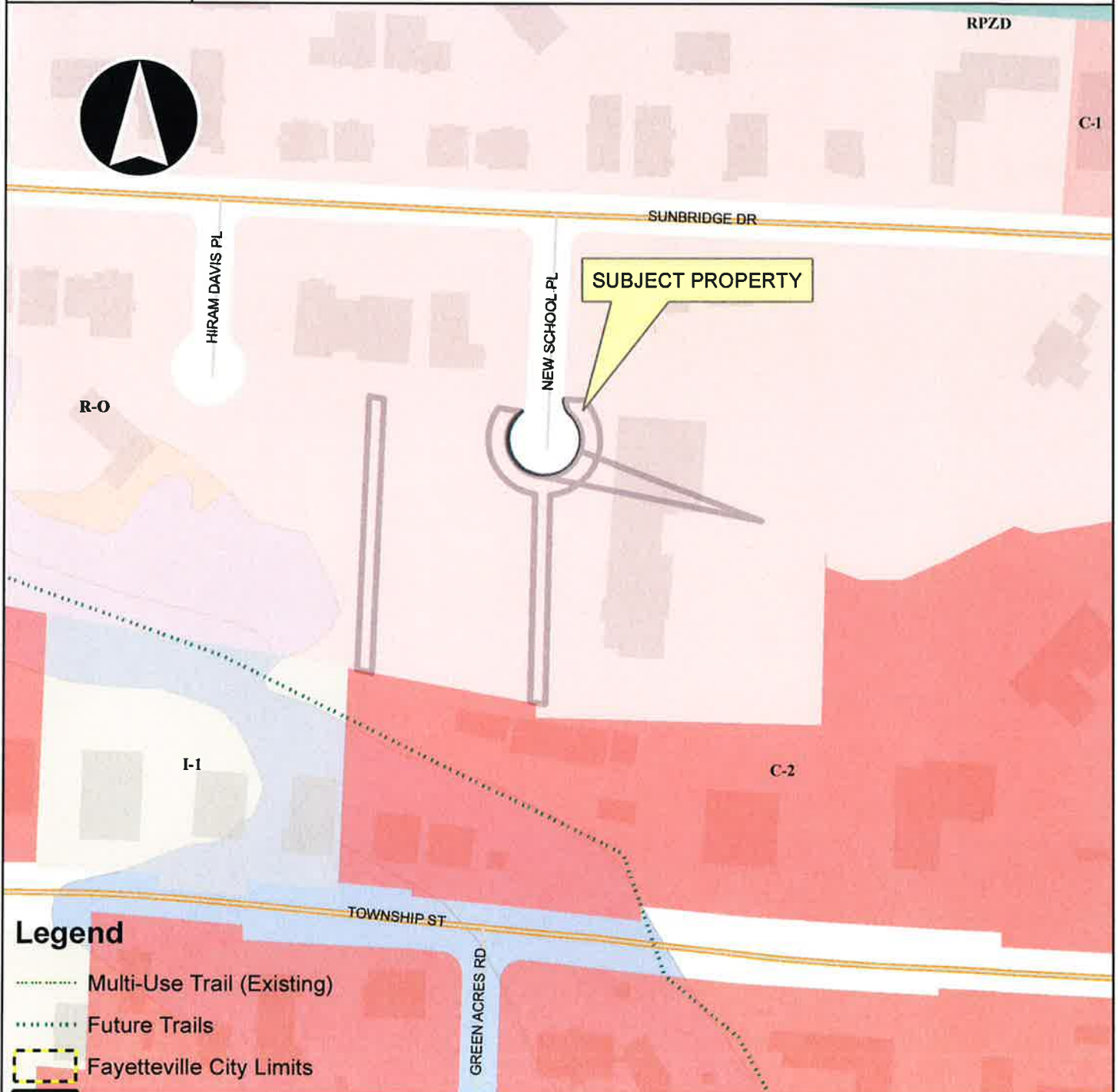

Signature of Utility Company Representative

ASSISTANT TRANSPORTATION MANAGER
Title

VAC12-4219

THE NEW SCHOOL

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview VAC12-4219

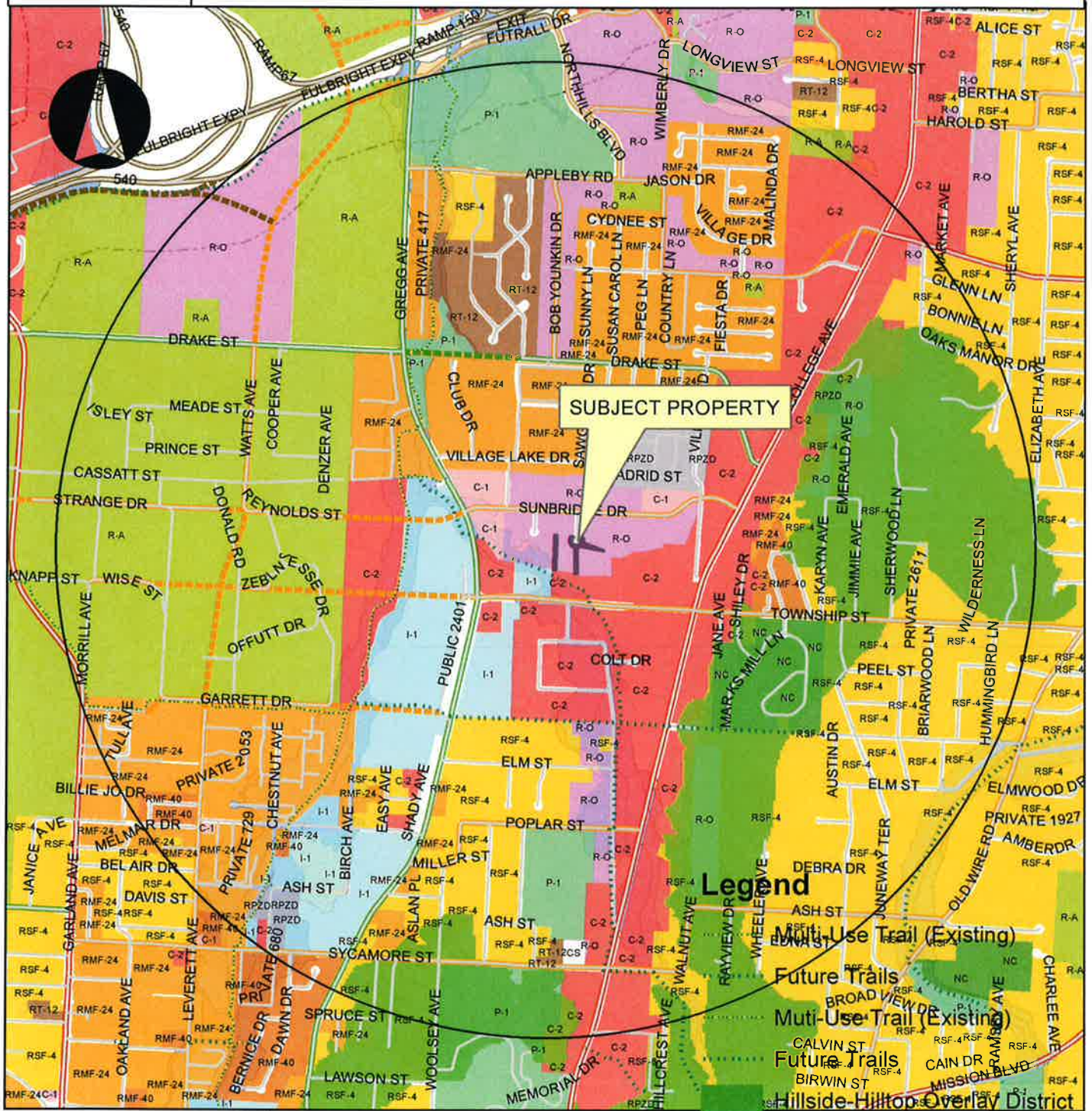
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

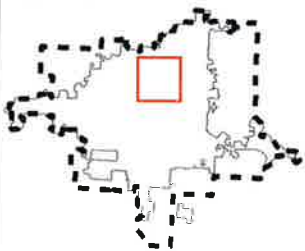
VAC12-4219

THE NEW SCHOOL

One Mile View



Overview



Legend

Subject Property



Boundary

0

0.25

0.5

VAC12-4219

Design Overlay District

Planning Area

Fayetteville

Miles

City of Fayetteville Staff Review Form

C. 4
 VAC 12-4231 (Alley Between W.
 Cleveland St. and W. Douglas
 St./University of Arkansas)
 Page 1 of 26

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

11/20/2012

City Council Meeting Date
 Agenda Items Only

Jesse Fulcher
 Submitted By

Planning
 Division

Development Services
 Department

Action Required:

VAC 12-4231: Vacation (ALLEY BETWEEN W. CLEVELAND ST. AND W. DOUGLAS ST./UNIVERSITY OF ARKANSAS, 559): Submitted by ALLEN JAY YOUNG for public alley located BETWEEN WEST CLEVELAND STREET AND WEST DOUGLAS STREET. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE, and contains 0.25 acres. The request is to vacate an alley.

_____	\$ _____	_____
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 ☐

Jesse Fulcher 11-20-2012
 Department Director Date

Previous Ordinance or Resolution # _____

Allen Jay Young 11-5-12
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Bahr 11-5-2012
 Finance and Internal Services Director Date

Received in City 02-12P01:53 RCVD
 Clerk's Office

Alan Mann 11-7-12
 Chief of Staff Date

Received in
 Mayor's Office

Lionell Jordan 11/8/12
 Mayor Date

Comments:



www.accessfayetteville.org

C. 4
VAC 12-4231 (Alley Between W.
Cleveland St. and W. Douglas
St./University of Arkansas)

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director 

From: Jesse Fulcher, Current Planner

Date: September 28, 2012

Subject: VAC 12-4231 (ALLEY BETWEEN CLEVELAND ST. AND DOUGLAS ST./UNIVERSITY OF ARKANSAS)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate an alley.

BACKGROUND

The subject alley way is located between Cleveland Street and Douglas Street and was platted with the Oakland Place Addition in 1909. Two alleys were originally platted, but never constructed. The east/west alley was vacated by the City Council in 1948. The north/south alley is now almost completely overgrown with vegetation and generally functions as yard space for the adjacent properties. Of the 32 original lots platted in Block 2, 16 are owned by the University of Arkansas.

Request: The applicant's request is to vacate the entire length of the platted alley right-of-way. The Water and Sewer Division has reviewed this request and does not object to the vacation. Utility improvements will be required at the time of development.

DISCUSSION

On October 22, 2012, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 7-0-1 (Cabe recused).

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 12-4231 SUBMITTED BY ALLEN JAY YOUNG FOR PROPERTY LOCATED BETWEEN WEST CLEVELAND STREET AND WEST DOUGLAS STREET TO VACATE AN ALLEY, A TOTAL OF 0.25 ACRES.

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

WHEREAS, the City Council has determined that the following described platted alley is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described alley as shown in Exhibit B (attached).

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit A shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to Conditions of Approval and shall not be in effect until the conditions are met.

1. The City of Fayetteville retains a utility easement within said right-of-way between Lots 1-7 and Lots 26-32.
2. Relocation of or damage to any existing utilities will be at the owner's expense.

PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT "A"

C. 4
VAC 12-4231 (Alley Between W.
Cleveland St. and W. Douglas
St./University of Arkansas)
Page 4 of 26

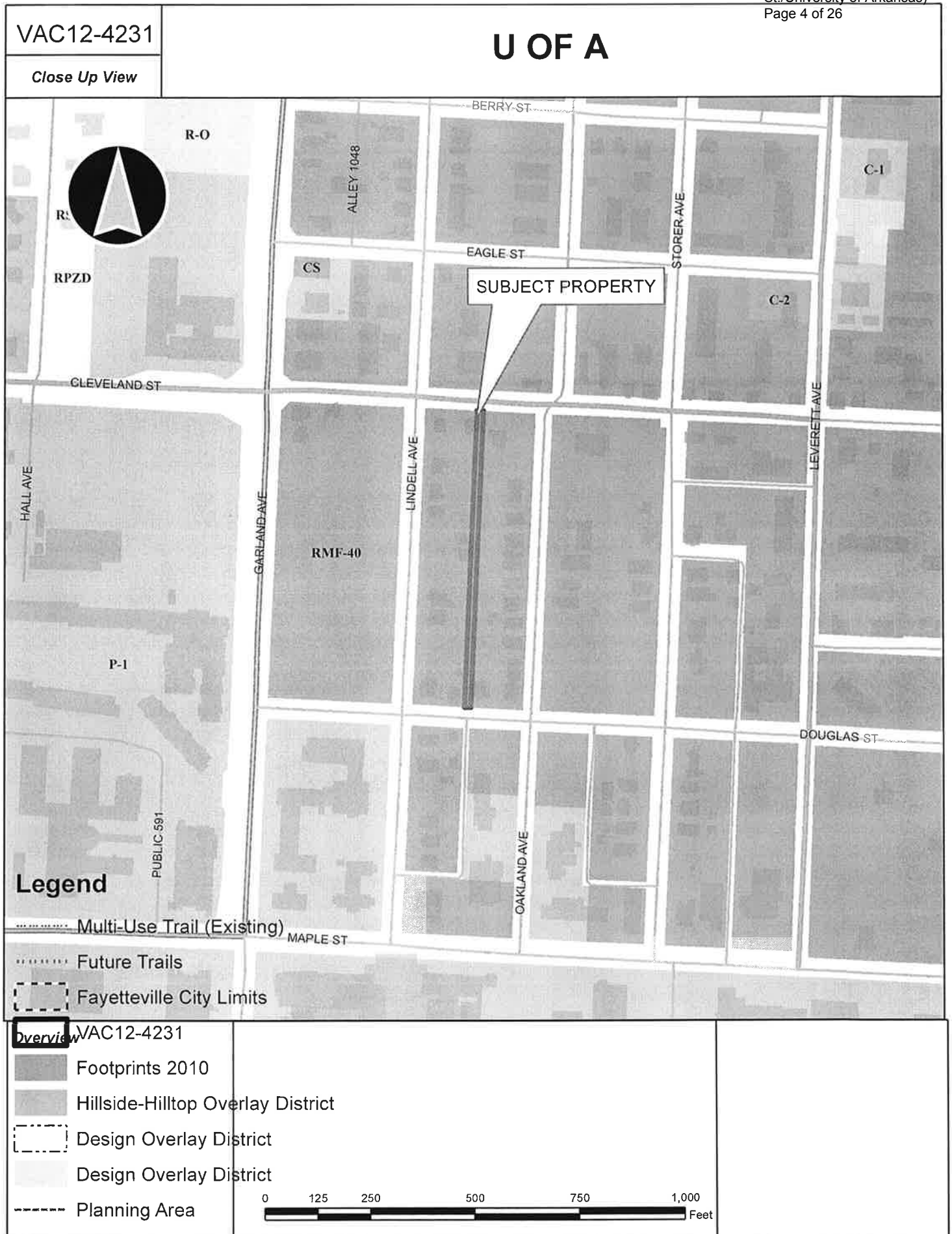


EXHIBIT "B"
VAC 12-4231

ALLEY VACATION DESCRIPTION: (BLOCK 2, OAKLAND PLACE ADDITION)

THE NORTH-SOUTH 15' ALLEY LYING ADJACENT TO THE WEST LINE OF LOTS 1-16
AND LYING ADJACENT TO THE EAST LINE OF LOTS 17-32, ALL IN BLOCK 2 OF
OAKLAND PLACE ADDITION, CITY OF FAYETTEVILLE, ARKANSAS AS SHOWN ON
PLAT OF RECORD AT BOOK 4, PAGE 48 IN THE RECORDS OF WASHINGTON
COUNTY, ARKANSAS.



PC Meeting of October 22, 2012

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~October 16, 2012~~ Updated October 31, 2012

VAC 12-4231: Vacation (ALLEY BETWEEN W. CLEVELAND ST. AND W. DOUGLAS ST./UNIVERSITY OF ARKANSAS, 559): Submitted by ALLEN JAY YOUNG for a public alley located BETWEEN WEST CLEVELAND STREET AND WEST DOUGLAS STREET. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 0.25 acres. The request is to vacate an alley. Planner: Jesse Fulcher

Findings:

Property Description and Background: The subject alley way is located between Cleveland Street and Douglas Street and was platted with the Oakland Place Addition in 1909. Two alleys were originally platted, but never constructed. The east/west alley was vacated by the City Council in 1948. The north/south alley is now almost completely overgrown with vegetation and generally functions as yard space for the adjacent properties. Of the 32 original lots platted in Block 2, 16 are owned by the University of Arkansas.

Request: The applicant's request is to vacate the entire length of the platted alley right-of-way. The Water and Sewer Division has reviewed this request and does not object to the vacation. Utility improvements will be required at the time of development.

Easement Vacation Approval: The applicant has submitted the required easement vacation notification forms to the City of Fayetteville, utility companies, and adjacent land owners with the results summarized below.

UTILITIES

RESPONSE

AEP/SWEPCO	No Objections
Ozarks Electric Cooperative	No Objections
Cox Communications	No Objections
Source Gas	No Objections
AT&T	No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer	No Objections
Transportation	No Objections
Solid Waste	No Objections

ADJACENT LAND OWNERS:

RESPONSE

Michael Ibsen	Agree
Billy & Devona Campbell	Agree
Donald Roller Wilson Trust	Agree
Paul Gayer Properties LLC	Agree
Joe & Lorene McFerran Revocable Trust	Agree
Benjamin Bogle	Agree
Bobby & Dawn Watts	Agree
2 Winks & A Nod LLC	Agree

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding **VAC 12-4231** to the City Council with a recommendation for approval subject to the following condition:

1. The City of Fayetteville retains a utility easement within said right-of-way between Lots 1-7 and Lots 26-32.
2. Relocation of or damage to any existing utilities will be at the owner's expense.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: October 22, 2012

Motion: Cook

Second: Chesser

Vote: 7-0-1 (Cabe recused)

Notes: _____

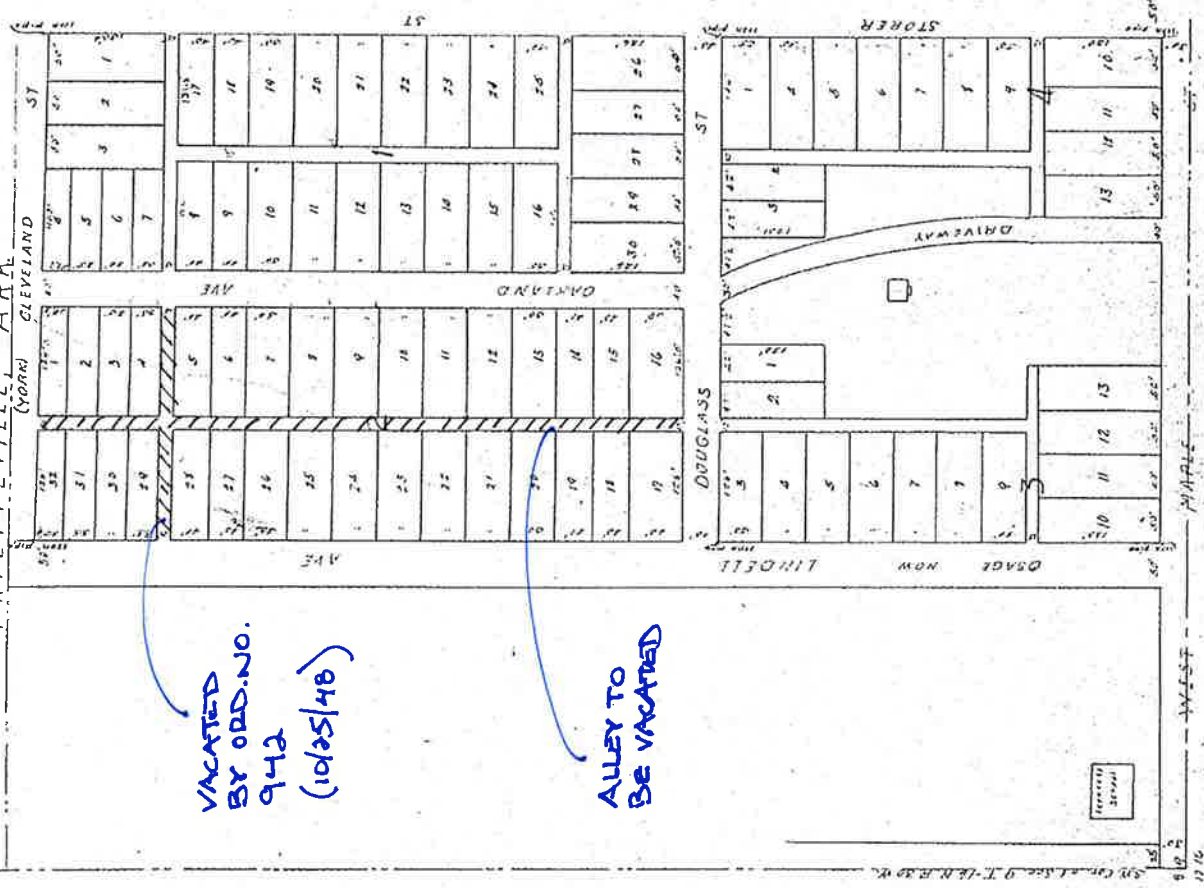
Copy

OAKLAND PLACE ADDITION

Scale 1" = 100'

TO

FAYETTEVILLE, ARK



Subd. for University of Arkansas & St. Mary of EL 1929 as 10
 recorded in W. 511 of Fayetteville
 & land & records

U of A CAMPUS

WEST

12 1/2

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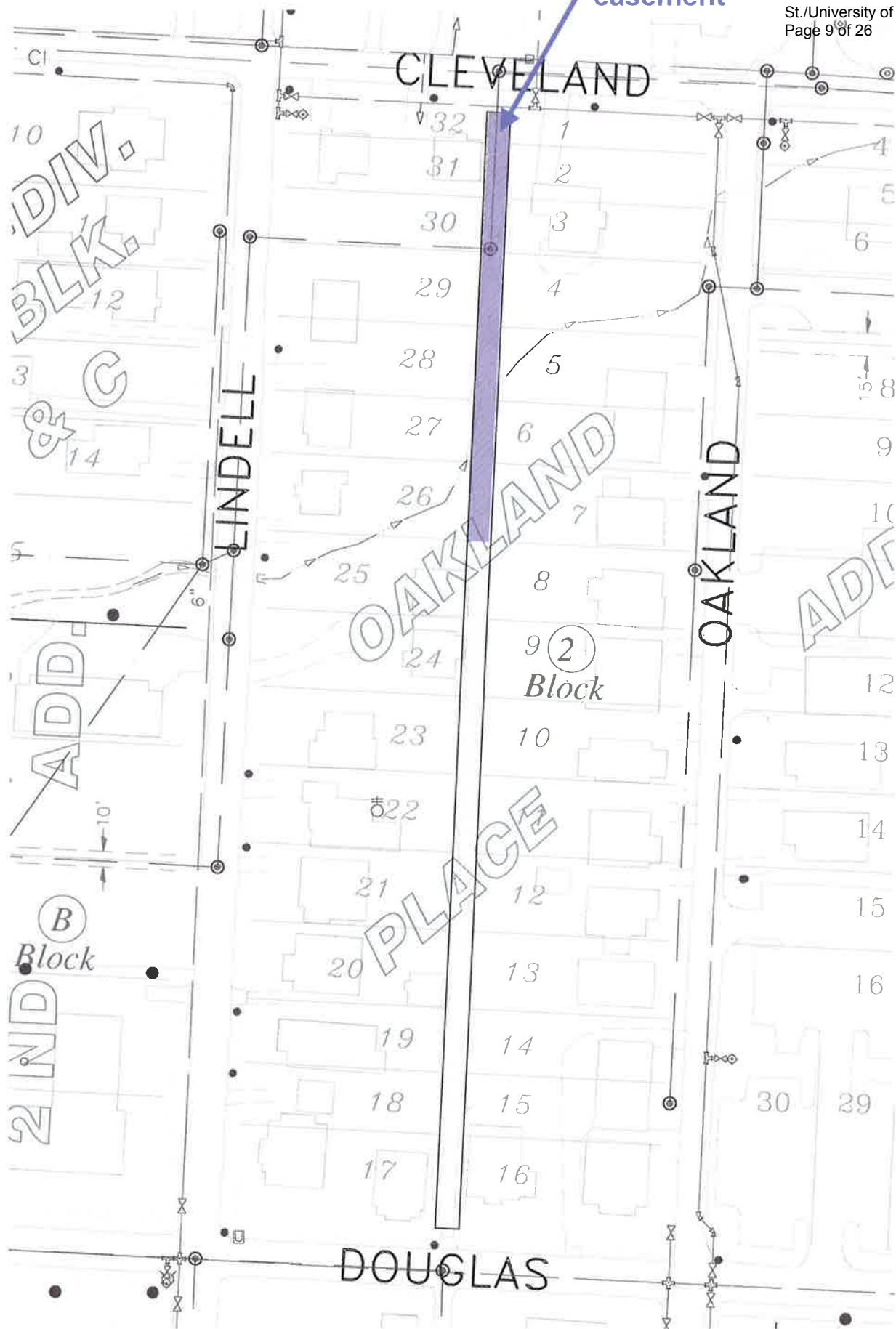
12 1/2

12 1/2

12 1/2

Retained as utility
easement

G-14
VAC 12-4231 (Alley Between W.
Cleveland St. and W. Douglas
St./University of Arkansas)
Page 9 of 26



**Written request and narrative to accompany petition packet
to vacate an Alley in Block 2, Oakland Place Addition, City of Fayetteville, Arkansas.**

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

On behalf of the abutting land owners, I am petitioning the Fayetteville City Planning Commission and the Fayetteville City Council to vacate a north-south 15' alley within Block 2 of Oakland Place Addition in the City of Fayetteville, Arkansas. The alley is platted from Cleveland Street to Douglas Street.

This alley was platted on the original Oakland Place Addition plat filed at Book 4, Page 48 in 1909. Today there is no physical alleyway located in the vicinity and it is not being used as an alley by the public. The only known public utility within the alley is a sanitary sewer line extending south from Cleveland along Lots 1-3 and Lots 30-32.

By vacating the alley, the abutting owners would benefit, and no other landowner would be adversely affected.

The alley has not been used by the public for many years, if ever. The only public utility within the alley is an existing sanitary sewer line along Lots 1-3 and Lots 30-32, which should remain as an easement. The public interest and welfare would not be adversely affected by vacating the alley.

Included in the Petition Packet is:

- 1 Application and Payment of applicable fees for processing the application \$200.00.
- 2 Legal description and exhibit map of area to be vacated.
- 3 CD containing a copy of the legal description and exhibit map.
- 4 This written description.
- 5 Abstractor's Certificate of Ownership with names and addresses of adjacent property owners.
- 6 A copy of the plat on record in the county assessor's office with the owner's name and parcel number of each adjacent property shown on a scaled up version of the plat.
- 7 Petition to vacate the Alley.
- 8 Proof of written notification of all owners of property abutting the alley.
- 9 Comments from utilities companies and from Fayetteville City Utilities.

Allen Jay Young , Development Consultants, Inc.

**PETITION TO VACATE AN ALLEY LOCATED IN BLOCK 2, OAKLAND PLACE ADDITION,
CITY OF FAYETTEVILLE, ARKANSAS.**

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

I, Allen J Young, authorized agent for the owners of the real estate abutting the alley hereinafter sought to be abandoned and vacated, lying in Block 2, Oakland Place Addition, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an alley which is described as follows:

The north-south 15' Alley lying adjacent to the west line of Lots 1-16 and lying adjacent to the east line of Lots 17-32, all in Block 2 of Oakland Place Addition, City of Fayetteville, Arkansas as shown on Plat of Record at Book 4, Page 48 in the records of Washington County, Arkansas.

That the abutting real estate affected by said vacation of the alley are Lots 1-16 on the east and Lots 17-32 on the west, all in Block 2, Oakland Place Addition, City of Fayetteville and the alley has not been used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the above described alley.

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

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

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

Dated this ____ day of _____, 20__.

Printed name

Signature

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 09/12/12

UTILITY COMPANY: City of Fayetteville Water/Sewer

APPLICANT NAME: Allen J. Young, DCI for UoFA APPLICANT PHONE: 479-444-7880
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☒ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following alley ~~easement, right of way~~, described as follows:

General location / Address (referring to attached document- must be completed**)

** N-S Alley within Block 2, Oakland Park Addition running from Cleveland St. to Douglas St

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

An easement shall remain between Lots 1-7 and Lots 26-32

- ☐ No objections provided the following conditions are met:

Shannon Jones
Signature of Utility Company Representative

Utilities Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 9-11-12

UTILITY COMPANY: City Solid Waste

APPLICANT NAME: Allen J. Young, DCI For UoFA APPLICANT PHONE: 479-444-7880
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☒ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following alley ~~document, right-of-way~~, described as follows:

General location / Address (referring to attached document- must be completed)**

** N-S Alley within Block Z, Oakland Park Addition running From Cleveland St. to Douglas St

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Brian Papp
Signature of Utility Company Representative

Wesley Radtke
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 9-12-2012

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: Allen J. Young, DCI For UoFA APPLICANT PHONE: 479-444-7880
REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☒ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley ~~easement, right of way~~), described as follows:

General location / Address (referring to attached document- must be completed**)

** N-S Alley within Block 2, Oakland Park Addition running from Cleveland St. to Douglas St

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Greg McGee

Signature of Utility Company Representative

Lead Staking Tech Ozarks Electric

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 9-11-2012

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Allen J. Young, DCI for UoFA APPLICANT PHONE: 479-444-7880
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☒ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following alley easement, right of way, described as follows:

General location / Address (referring to attached document- must be completed**)

** N-S Alley within Block 2, Oakwood Park Addition running From Cleveland St. to Douglas St

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Any damage to or relocation of existing facilities will be at
owners/developers expense.

Chal [Signature]
Signature of Utility Company Representative

NWA Construction Planner
Title

UTILITY APPROVAL FORM

**FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS**

DATE: 9/27/12

UTILITY COMPANY: _____

APPLICANT NAME: Allen J. Young, DCI For UoFA APPLICANT PHONE: 479-444-7880
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☒ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following alley/easement, right of way, described as follows:

General location / Address (referring to attached document- must be completed**)

** N-S Alley within Block Z, Oakwood Park Addition running from Cleveland St. to Douglas St

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Brian A. Davenport
Signature of Utility Company Representative

SUPERVISOR - FAYETTEVILLE DIVISION
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 09/24/2012

UTILITY COMPANY: _____

APPLICANT NAME: Allen J. Young, DOI for UoFA APPLICANT PHONE: 479-444-7880
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☒ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following alley ~~easement, right of way~~, described as follows:

General location / Address (referring to attached document- must be completed**)

** N-S Alley within Block 2, Oakland Park Addition running from Cleveland St. to Douglas St

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

ANY EXISTING AT&T/SWBT FACILITIES DAMAGED OR
NEEDING RELOCATION WILL BE @ THE OWNER/DEVELOPER'S
EXPENSE

Susan K Clouser
Signature of Utility Company Representative

OSP DESIGN ENGINEER
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 9/28/2012

UTILITY COMPANY: SWEPCO

APPLICANT NAME: Allen J. Young, DCI For UoFA APPLICANT PHONE: 479-444-7880
REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☒ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following alley ~~easement, right-of-way~~, described as follows:

General location / Address (referring to attached document- must be completed**)

** N-S Alley within Block 2, Oakland Park Addition running from Cleveland St. to Douglas St
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Jim Sargent
Signature of Utility Company Representative

ENGINEER
Title

**ADJACENT PROPERTY OWNER WRITTEN CONSENT FORM
FOR ALLEY VACATION REQUEST**

Date: September 4, 2012

Location of Vacation: The north-south 15' alley within Block 2 of Oakland Place Addition, running from
Cleveland Street to Douglas Street

Adjacent Property Owner: Michael Ibsen
Adjacent Property Address: 689 N Oakland Ave
Lot: 1, 2, 3, & 4
Block: 2
Subdivision: Oakland Place Addition

REQUESTED VACATION:

I have been notified of the petition and I consent to vacate the following alley, as described below and as shown on the attached sketch:

The north-south 15' Alley lying adjacent to the west line of Lots 1-16 and lying adjacent to the east line of Lots 17-32, all in Block 2 of Oakland Place Addition, City of Fayetteville, Arkansas as shown on Plat of Record at Book 4, Page 48 in the records of Washington County, Arkansas.

Upon vacation of the alley, all adjacent properties will be extended to the centerline of the vacated alley. This will result in an additional 7.5' of real estate being attached to each adjacent property.

In the matter of the vacation of the aforesaid alley, Allen J. Young of Development Consultants, Inc is authorized to process the petition on my behalf.

Printed Name of Adjacent Owner:

Michael DANE Ibsen

Signature of Adjacent Owner:

Michael Dane Ibsen

Applicant Name:

The University of Arkansas

**ADJACENT PROPERTY OWNER WRITTEN CONSENT FORM
FOR ALLEY VACATION REQUEST**

Date: September 4, 2012

Location of Vacation: The north-south 15' alley within Block 2 of Oakland Place Addition, running from
Cleveland Street to Douglas Street

Adjacent Property Owner: Billy Edward & Devona Campbell
Adjacent Property Address: 673 N Oakland Ave
Lot: Lot 5 & N. 35' Lot 6 & Alley between Lots 4 & 5
Block: 2
Subdivision: Oakland Place Addition

REQUESTED VACATION:

I have been notified of the petition and I consent to vacate the following alley, as described below and as shown on the attached sketch:

The north-south 15' Alley lying adjacent to the west line of Lots 1-16 and lying adjacent to the east line of Lots 17-32, all in Block 2 of Oakland Place Addition, City of Fayetteville, Arkansas as shown on Plat of Record at Book 4, Page 48 in the records of Washington County, Arkansas.

Upon vacation of the alley, all adjacent properties will be extended to the centerline of the vacated alley. This will result in an additional 7.5' of real estate being attached to each adjacent property.

In the matter of the vacation of the aforesaid alley, Allen J. Young of Development Consultants, Inc is authorized to process the petition on my behalf.

Printed Name of Adjacent Owner:

Signature of Adjacent Owner:

Applicant Name:

Billy Edward Campbell
Billy Edward Campbell
The University of Arkansas

**ADJACENT PROPERTY OWNER WRITTEN CONSENT FORM
FOR ALLEY VACATION REQUEST**

Date: September 4, 2012

Location of Vacation: The north-south 15' alley within Block 2 of Oakland Place Addition, running from
Cleveland Street to Douglas Street

Adjacent Property Owner: Donald Roller Wilson Trust; Kathleen Kay Wilson Trust
Adjacent Property Address: 619 & 621 N Oakland Ave
Lot: Lot 10 & 11
Block: 2
Subdivision: Oakland Place Addition

REQUESTED VACATION:

I have been notified of the petition and I consent to vacate the following alley, as described below and as shown on the attached sketch:

The north-south 15' Alley lying adjacent to the west line of Lots 1-16 and lying adjacent to the east line of Lots 17-32, all in Block 2 of Oakland Place Addition, City of Fayetteville, Arkansas as shown on Plat of Record at Book 4, Page 48 in the records of Washington County, Arkansas.

Upon vacation of the alley, all adjacent properties will be extended to the centerline of the vacated alley. This will result in an additional 7.5' of real estate being attached to each adjacent property.

In the matter of the vacation of the aforesaid alley, Allen J. Young of Development Consultants, Inc is authorized to process the petition on my behalf.

Printed Name of Adjacent Owner: DONALD ROLLER WILSON
Signature of Adjacent Owner: Donald Roller Wilson
Applicant Name: The University of Arkansas

**ADJACENT PROPERTY OWNER WRITTEN CONSENT FORM
FOR ALLEY VACATION REQUEST**

Date: September 4, 2012

Location of Vacation: The north-south 15' alley within Block 2 of Oakland Place Addition, running from
Cleveland Street to Douglas Street

Adjacent Property Owner: Paul Gayer Properties LLC
Adjacent Property Address: 615 & 617 N Oakland Ave
Lot: Lot 12 & 13
Block: 2
Subdivision: Oakland Place Addition

REQUESTED VACATION:

I have been notified of the petition and I consent to vacate the following alley, as described below and as shown on the attached sketch:

The north-south 15' Alley lying adjacent to the west line of Lots 1-16 and lying adjacent to the east line of Lots 17-32, all in Block 2 of Oakland Place Addition, City of Fayetteville, Arkansas as shown on Plat of Record at Book 4, Page 48 in the records of Washington County, Arkansas.

Upon vacation of the alley, all adjacent properties will be extended to the centerline of the vacated alley. This will result in an additional 7.5' of real estate being attached to each adjacent property.

In the matter of the vacation of the aforesaid alley, Allen J. Young of Development Consultants, Inc is authorized to process the petition on my behalf.

Printed Name of Adjacent Owner:

Travis L. Ganton - Paul Gayer Properties
(manager)

Signature of Adjacent Owner:



Applicant Name:

The University of Arkansas

**ADJACENT PROPERTY OWNER WRITTEN CONSENT FORM
FOR ALLEY VACATION REQUEST**

Date: September 4, 2012

Location of Vacation: The north-south 15' alley within Block 2 of Oakland Place Addition, running from
Cleveland Street to Douglas Street

Adjacent Property Owner: Joe McFerran, Trustee: Joe & Lorene McFerran Revocable Trust
Adjacent Property Address: 662 N Lindell Ave
Lot: Lot 26
Block: 2
Subdivision: Oakland Place Addition

REQUESTED VACATION:

I have been notified of the petition and I consent to vacate the following alley, as described below and as shown on the attached sketch:

The north-south 15' Alley lying adjacent to the west line of Lots 1-16 and lying adjacent to the east line of Lots 17-32, all in Block 2 of Oakland Place Addition, City of Fayetteville, Arkansas as shown on Plat of Record at Book 4, Page 48 in the records of Washington County, Arkansas.

Upon vacation of the alley, all adjacent properties will be extended to the centerline of the vacated alley. This will result in an additional 7.5' of real estate being attached to each adjacent property.

In the matter of the vacation of the aforesaid alley, Allen J. Young of Development Consultants, Inc is authorized to process the petition on my behalf.

Printed Name of Adjacent Owner: MICHAEL MCFERRAN TTE

Signature of Adjacent Owner:  9/27/12

Applicant Name: The University of Arkansas

**ADJACENT PROPERTY OWNER WRITTEN CONSENT FORM
FOR ALLEY VACATION REQUEST**

Date: September 4, 2012

Location of Vacation: The north-south 15' alley within Block 2 of Oakland Place Addition, running from
Cleveland Street to Douglas Street

Adjacent Property Owner: Benjamin Robert Bogle
Adjacent Property Address: 666 N Lindell Ave
Lot: Lot 27 & S 35' Lot 28
Block: 2
Subdivision: Oakland Place Addition

REQUESTED VACATION:

I have been notified of the petition and I consent to vacate the following alley, as described below and as shown on the attached sketch:

The north-south 15' Alley lying adjacent to the west line of Lots 1-16 and lying adjacent to the east line of Lots 17-32, all in Block 2 of Oakland Place Addition, City of Fayetteville, Arkansas as shown on Plat of Record at Book 4, Page 48 in the records of Washington County, Arkansas.

Upon vacation of the alley, all adjacent properties will be extended to the centerline of the vacated alley. This will result in an additional 7.5' of real estate being attached to each adjacent property.

In the matter of the vacation of the aforesaid alley, Allen J. Young of Development Consultants, Inc is authorized to process the petition on my behalf.

Printed Name of Adjacent Owner:

Ben Bogle

Signature of Adjacent Owner:

Bogle

Applicant Name:

The University of Arkansas

**ADJACENT PROPERTY OWNER WRITTEN CONSENT FORM
FOR ALLEY VACATION REQUEST**

Date: September 4, 2012

Location of Vacation: The north-south 15' alley within Block 2 of Oakland Place Addition, running from
Cleveland Street to Douglas Street

Adjacent Property Owner: Bobby D and L Dawn Watts
Adjacent Property Address: 668 N Lindell Ave
Lot: N 5' Lot 28, Lot 29, S 20' Lot 30 & Alley between Lots 28 & 29
Block: 2
Subdivision: Oakland Place Addition

REQUESTED VACATION:

I have been notified of the petition and I consent to vacate the following alley, as described below and as shown on the attached sketch:

The north-south 15' Alley lying adjacent to the west line of Lots 1-16 and lying adjacent to the east line of Lots 17-32, all in Block 2 of Oakland Place Addition, City of Fayetteville, Arkansas as shown on Plat of Record at Book 4, Page 48 in the records of Washington County, Arkansas.

Upon vacation of the alley, all adjacent properties will be extended to the centerline of the vacated alley. This will result in an additional 7.5' of real estate being attached to each adjacent property.

In the matter of the vacation of the aforesaid alley, Allen J. Young of Development Consultants, Inc is authorized to process the petition on my behalf.

Printed Name of Adjacent Owner:

Bobby D & Lorraine D Watts

Signature of Adjacent Owner:

Bobby D & Lorraine D Watts

Applicant Name:

The University of Arkansas

City of Fayetteville Staff Review Form

C. 5
2013 Annual Budget and Work Program
Page 1 of 4

**City Council Agenda Items
and
Contracts, Leases or Agreements**

11/20/2012

City Council Meeting Date
Agenda Items Only

Kevin Springer

Submitted By

Budget & Research

Division

Finance & Internal Services

Department

Action Required:

Approve a resolution adopting the Proposed 2013 Annual Budget & Work Program.

N/A

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

☐

Paul A. Behn
Department Director

11-2-2012
Date

Previous Ordinance or Resolution #

Dr. Bally
City Attorney

11-2-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Behn
Finance and Internal Services Director

11-2-2012
Date

Received in City
Clerk's Office

11-02-12 A11:24 RCVD

Don Ma
Chief of Staff

11-7-12
Date

Received in
Mayor's Office



Frank Jordan
Mayor

11/8/12
Date

Comments:



www.accessfayetteville.org

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance Director
Kevin Springer, Budget Director 

DATE: November 2, 2012

SUBJECT: **Proposed 2013 Annual Budget & Work Program**

Recommendation:

Consider the Proposed 2013 Annual Budget & Work Program for adoption by the December 4, 2012 City Council meeting.

Discussion:

The Proposed 2013 Annual Budget & Work Program will be distributed to City Council on Thursday, November 8, 2012. Listed below is a schedule of hearing dates for the Proposed 2013 Annual Budget & Work Program.

Date	Budget Meeting / Location
Saturday, November 10, 2012	Budget Discussion Meeting, Room 326
Tuesday, November 13, 2012	City Council Agenda Meeting, Room 326
Tuesday, November 20, 2012	City Council Meeting, Room 219
Tuesday, December 4, 2012	City Council Meeting, Room 219
<i>Additional meetings to be scheduled if needed.</i>	

If you have any questions concerning the Proposed 2013 Annual Budget & Work Program, please feel free to contact either Paul A. Becker at 575-8330 or Kevin Springer at 575-8226. Thank you for your attention to this matter.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2013 ANNUAL BUDGET AND WORK
PROGRAM**

**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 adopts the 2013 Annual Budget and Work Program. A copy of the Budget, marked Exhibit "A", is attached hereto and made a part hereof.

PASSED and APPROVED this _____ day of _____, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City Council Agenda Items
and
Contracts, Leases or Agreements

20-Nov-12

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Wastewater Treatment

Division

Utilities

Department

Action Required:

Approval of Contract Amendment 3 with CH2M Hill Engineers, Inc. for \$7,224,875 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems in 2013, and approving a \$70,000 contingency.

\$ 7,294,875

Cost of this request

\$ 7,294,875

Category / Project Budget

Wastewater Treatment

Program Category / Project Name

5400.5100.5328.00 - 5400.5140.5328.00

Account Number

\$ -

Funds Used to Date

Wastewater Treatment

Program / Project Category Name

08048

Project Number

\$ 7,294,875

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

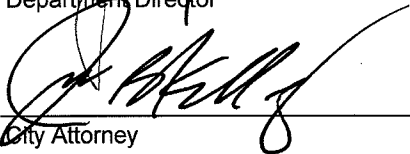
☐


Department Director

2 Nov 12
Date

Previous Ordinance or Resolution # 256-09

Original Contract Date: 12/15/2009



City Attorney

11-2-12
Date

Original Contract Number: 2113



Finance and Internal Services Director

11-5-2012
Date

Received in City Clerk's Office 11-02-12 P01:53 RCVD



Chief of Staff

11-6-12
Date

Received in Mayor's Office




Mayor

11/8/12
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: October 30, 2012

Subject: Contract Amendment 3 with CH2M HILL Engineers, Inc. for \$7,224,875 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems

RECOMMENDATION

Staff recommends approving Contract Amendment 3 with CH2M HILL Engineers, Inc. for \$7,224,875 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems, and approving a \$70,000 contingency.

BACKGROUND

When the Noland WWTP upgrade was completed in 1987, the City contracted with OMI (now CH2M HILL) for wastewater treatment services. The scope of services provided by CH2M HILL include: (1) operate and maintain the Noland and West Side Wastewater Treatment Plants (WWTP); (2) operate and/or maintain 43 wastewater pump station sites; (3) administer the City's NPDES discharge, air, stormwater, and other permits; (4) manage the City's biosolids disposal program; (5) manage the City's industrial pretreatment program; (6) support the SCADA (supervisory control and data acquisition system) network that monitors water and wastewater facilities; (7) pursue operation economies, efficiencies, and permit compliance; and (8) participate in the construction and post-construction work of the Wastewater System Improvement Project (WSIP). In late 2009, the City underwent a rigorous selection process with three competitive proposals. The selection committee selected CH2M HILL for a five year contract, which expires December 31, 2014.

DISCUSSION

The 2013 contract amendment updates the scope of services from the 2012 contract, with evolutionary changes reflecting biosolids drying, updated regulatory requirements, and wastewater treatment related engineering services. To encourage cost saving operations, the contract contains an incentive provision whereby budget savings are distributed 87.5% to the City and 12.5% to CH2M HILL. The 2013 contract amendment reflects a \$567,941 cost increase from 2012, primarily due to increased operational expenses expected in dredging Lake Sequoyah. The contingency is requested to allow for potential expenses due to increased regulatory requirements with the new NPDES permits and other unknowns. Highlights of changes are below:

- 1) New USPEA NPDES discharge permits expected for both wastewater plants.
- 2) Biosolids drying process coming on line, reducing hauling and landfilling costs.
- 3) Beaver Water District sludge land application process coming on line, increasing operating costs that are covered in full by the charges for the service.
- 4) Lake Sequoyah dredging program.

BUDGET IMPACT

The \$7,224,875 contract and \$70,000 contingency costs are included in the proposed 2013 Budget. Execution of this contract is contingent on approval of the 2013 budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 3 WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$7,224,875.00 FOR OPERATION, MAINTENANCE, MANAGEMENT AND ENGINEERING SERVICES FOR CITY WASTEWATER TREATMENT FACILITIES AND SYSTEMS IN 2013 SUBJECT TO APPROVAL OF THE 2013 ANNUAL CITY BUDGET AND WORK PROGRAM, AND APPROVING A \$70,000.00 CONTRACT CONTINGENCY

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 No. 3 with CH2M Hill Engineers, Inc., a copy of which is attached as Exhibit "A", in the amount of \$7,224,875.00 for operation, maintenance, management and engineering services for city wastewater treatment facilities and systems in 2013 subject to approval of the 2013 annual city budget and work program.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a \$70,000.00 contract contingency.

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

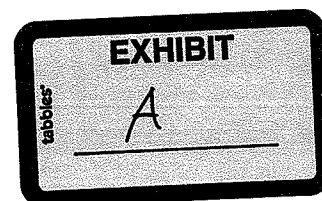
AMENDMENT NO. 3 TO AGREEMENT
For
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CH2M HILL ENGINEERS, INC.

THIS AMENDMENT NO. 3 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, Wastewater Treatment Facilities and its pertinent systems dated December 15, 2009 (the "Agreement"), is made effective on the 1st day of January, 2013, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter "City of Fayetteville") and CH2M HILL Engineers, Inc., (hereinafter "CH2M HILL")

NOW THEREFORE, the City and CH2M HILL hereby amend the Agreement as follows:

1. Appendix A is deleted in its entirety and replaced with the attached Appendix A.
2. Appendix B is attached for informational purposes only.
3. Appendix C is attached for informational purposes only.
4. Appendix D is deleted in its entirety and replaced with the attached Appendix D.
5. Appendix E is deleted in its entirety and replaced with the attached Appendix E.
6. Appendix F is deleted in its entirety and replaced with the attached Appendix F.
7. Appendix G is deleted in its entirety and replaced with the attached Appendix. G.
8. Appendix H is deleted in its entirety and replaced with the attached Appendix H.
9. Appendix J is hereby added.

This Amendment No. 3, together with the Agreement, constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.



The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Officer have made and executed this Agreement as of the day and year first above written.

CH2M HILL ENGINEERS, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Name: Natalie L. Eldredge

Title: Senior Designated Manager

Date: _____

By: _____

Name: Lioneld Jordan, Mayor

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Sondra Smith

Title: City Clerk

Date: _____

Appendix A

LIST OF APPENDICES

Appendix A – List of Appendices

Appendix B – Definitions

Appendix C – Scope of Services

Appendix D – Compensation for Services

Appendix E – Location of Project

Appendix F – Environmental Permits and Project Characteristics

Appendix G – Industrial Waste Discharges and Monitoring Program

Appendix H – Vehicle and Mobile Equipment Description (Rolling Stock)

Appendix I – Base Fee Adjustment

Appendix J - Lake Sequoyah Dredging Project

Appendix B

DEFINITIONS

- B.1 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BOD₅.
- B.2 "Base Fee" means all costs within the scope of the contract, on an annual basis, including direct costs, labor, utilities, and other allocated costs.
- B.3 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of City of Fayetteville's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- B.4 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Ten Thousand Dollars (\$10,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Ten Thousand Dollars (\$10,000); or (3) expenditures that are planned, non-routine and budgeted by City of Fayetteville.
- B.5 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles including but not limited to direct labor, insurance, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.
- B.6 "Electrical Evaluation" will be limited to amperage draws, winding resistance measurements, thermographic evaluations, and current and voltage imbalance.
- B.7 "Fixed Asset" means any tangible property that has a value of Five Thousand Dollars (\$5,000) or more and is depreciable. This excludes the repair/replacement parts that are components of a greater fixed asset.
- B.8 "Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CH2M HILL to maximize the service life of the equipment, vehicles, and facilities as listed in Appendix E.
- B.9 "Out of scope" services will include "capital expenditures" (definition B.2 of this Appendix), added or modified regulatory requirements (that are not contained in the applicable permits), changes to improve efficiency and/or generate income, or other services not described in the contract and requested by the City of Fayetteville. These services shall be performed as stated in Appendix C. Should "Out of Scope Services" become a permanent and ongoing requirement, CH2M HILL will submit a change of scope request within a reasonable amount of time in accordance with Paragraph 1.6 of the Agreement.
- B.10 "Project" means all equipment, vehicles, grounds and facilities described in Appendix E and where appropriate, the management, operations and maintenance of such.
- B.11 "Repairs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof; cost less than ten thousand dollars

(\$10,000); and are not included in definition B.2 of this Appendix. "Repairs" exclude cost of repair parts caused by storm damage to the supervisory control and data acquisition (SCADA) system.

Appendix C

SCOPE OF SERVICES

C.1 SCOPE OF SERVICES – CH2M HILL

- C.1.1 Perform professional services in connection with the Project as hereinafter stated.
- C.1.2 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full service contract operations and maintenance. Operations may be performed with on site staff and/or remote monitoring/on-call services for all or portions of this time.
- C.1.3 Within the design capacity and capability of the Project, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements specified in Appendix F.
- C.1.4 Operate and maintain the present Industrial Pretreatment Program including all monitoring, inspections, sampling, testing, reporting, and record keeping as described in Appendix G. Results of all industrial sampling and testing shall be made available to City of Fayetteville as requested.
- C.1.5 Provide all Maintenance for the Project. Document as required to continue existing maintenance program and to provide City of Fayetteville requested reporting, including but not limited to updated preventative maintenance schedules. City of Fayetteville shall have full access to preventative maintenance records.
- C.1.6 Pay all costs incurred within the scope of normal Project operations as defined in this Agreement.
- C.1.7 Staff the Project with a minimum of three (3) Arkansas Class IV Wastewater licensed operators.
- C.1.8 Prepare all NPDES permit reports, letters, or other correspondence, and submit these to City of Fayetteville for signature and approval. Transmittal to appropriate agencies shall be done by CH2M HILL, except for electronic reporting via NETDMR. Any fines levied because of late reports as a result of CH2M HILL's failure to complete and allow sufficient time for City of Fayetteville's signature and transmittal shall be paid by CH2M HILL. Submittal to the City of Fayetteville by the 15th of the month following the reporting period shall be considered timely.
- C.1.9 Provide for proper disposal of screening, scum, grit, and biosolids in compliance with permit and regulatory requirements, as long as a suitable location for such disposal is reasonably available. Should regulations and/or disposal/application options significantly change, projected costs will be revised by mutual agreement.
- C.1.10 Provide all manufacturers' warranties on new equipment purchased by the City of Fayetteville and assist the City of Fayetteville in enforcing existing equipment warranties and guarantees.
- C.1.11 Be responsible for all laboratory testing and sampling presently required by the NPDES permits, stormwater permits, "no discharge" permits, and other related requirements.
- C.1.12 Provide an inventory of vehicles and equipment (rolling stock) that are being used at the Project at the beginning of each contract year.
- C.1.13 Provide twenty four (24) hour per day access to Project for City of Fayetteville's personnel. Visits may be made at any time by any of City of Fayetteville's employees so designated by City of

Fayetteville's representative. Keys for Project shall be provided to City of Fayetteville by CH2M HILL. All visitors to the Project shall comply with CH2M HILL's operating and safety procedures.

- C.1.14 Provide for the maintenance of existing City of Fayetteville rolling stock such as dump trucks, tractors, and trailers that are necessary for the operations and maintenance of the facilities.
- C.1.15 Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, and energy management. Continue the current project safety program with updates as necessary.
- C.1.16 Provide computerized maintenance, process control, and laboratory management systems.
- C.1.17 Comply with the requirements of City of Fayetteville regarding affirmative action provisions for minority hiring.
- C.1.18 Provide City of Fayetteville with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by City of Fayetteville and assist City of Fayetteville in preparation of annual operating budgets. City of Fayetteville shall be allowed to conduct or have conducted audits of all accounting records related to the direct contract operations of this Agreement at times to be determined by City of Fayetteville.
- C.1.19 Provide City of Fayetteville with full documentation that preventative maintenance is being performed on all City of Fayetteville equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by City of Fayetteville. Maintenance program shall include documentation of corrective and preventive maintenance and a spare parts inventory.
- C.1.20 Provide for repairs as described in the Appendix B.5.
- C.1.21 Maintain the SCADA system as described in Appendix E, to include ongoing updates and upgrades of the software and hardware to ensure operational continuity and in accordance with initiatives as agreed upon by the City of Fayetteville and CH2M HILL.
- C.1.22 Verify the capacity and efficiency of each sewer lift station once a year.
- C.1.23 Provide recommendations for Capital Improvements Program (CIP) with a schedule for improvements and expenditures as requested by the City of Fayetteville. A five (5) year schedule will be presented for all capital improvements and ten (10) year projections will be made for major improvements. These recommendations will be based on requirements determined from facility operations and does not include detailed engineering studies. In addition, CH2M HILL will prepare the required forms and documentation required during budget and capital improvements budget preparation time each year. Except for the improvements requiring an engineering study, the following will be included for each project:
 - Improvement needed
 - Justification of improvements
 - Cost of improvements
 - Any projected increase or decrease in O&M costs created by the CIP
 - Proposed expenditure schedule
 - Proposed capital recovery schedule
 - Impact of early termination

- C.1.24 Perform other services that are related to but not part of the Scope of Services upon written notification by City of Fayetteville. Such services will be invoiced to City of Fayetteville at CH2M HILL's cost plus eighteen percent (18%).
- C.1.25 At the direction of the City of Fayetteville, CH2M HILL is authorized to act in emergency situations outside this Scope of Services, at CH2M HILL's discretion. The costs related to emergency services are not included in the compensation set forth in this Agreement. CH2M HILL will notify City of Fayetteville as soon as reasonably possible, and shall be compensated by City of Fayetteville for any such emergency work at CH2M HILL's costs for the emergency work plus twenty-two percent (22%).
- C.1.26 Provide City of Fayetteville with oral and written reports as requested.
- C.1.27 Operate and maintain all existing wastewater lift station facilities including buildings, grounds, backup power generators, and certain other appurtenances within the site fenced area. However, maintenance of inlet and outlet pipeworks shall terminate at the wall of lift station. Should the City of Fayetteville add in excess of three (3) additional lift stations, from the prior contract year's number of sites, a corresponding change of scope will be negotiated.
- C.1.28 Conduct annual electrical evaluations of electrical units of 25 horsepower or more which operate at supply voltages of 480V or less to ground.
- C.1.29 CH2M HILL will comply with present federal, state, and local laws in performing their obligations under the terms of this Agreement. CH2M HILL and City of Fayetteville will work cooperatively regarding the application and impact of potential changes in law, including the potential cost impact on the scope of work, and mutually revise this Agreement as applicable.
- C.1.30 Coordinate and schedule the use of training rooms at both wastewater treatment facilities.
- C.1.31 Conduct community outreach and education activities including cooperative efforts with the University of Arkansas as appropriate.
- C.1.32 Maintain compliance with other existing environmental permits as described in Appendix F.
- C.1.33 Maintain the industrial surcharge program and provide for monitoring and control of septage deliveries, as provided for in the City of Fayetteville's Code of Ordinances, Discharge and Pretreatment Regulations.
- C.1.34 The parties contemplate that minor design/engineering services may be provided by CH2M HILL from time to time. The scope and compensation for such services shall be mutually negotiated by the parties prior to the commencement of work.
- C.1.35 Operate and maintain the ongoing nutrient removal efforts at the City of Fayetteville's Biosolids Management Site, including managing harvesting and marketing the hay produced on the site. Biosolids Management Site maintenance shall also include compliance with the current "no discharge" permit.
- C.1.36 Operate and maintain existing onsite power generators at all existing sites, including maintaining compliance with off-peak power rate structure monitoring and generation requirements.
- C.1.37 Operate and maintain the biosolids drying operation, which includes 6 solar houses and a thermal biosolids dryer.

- C.1.38 Coordinate the marketing and/or disposal of the dried biosolids produced from the drying operations as appropriate.
- C.1.39 Coordinate the application of alum sludge from Beaver Water District and invoicing for the services as appropriate.
- C.1.40 Check the condition of and replace the odor canisters that are part of the air release valves in the collection system, as needed. The mechanical condition of these valves will be maintained by the Fayetteville Water and Sewer Division.

C.2 SCOPE OF SERVICES – CITY OF FAYETTEVILLE

- C.2.1 Provide for all Capital Expenditures except for the Projects that City of Fayetteville may authorize CH2M HILL to implement subject to mutually agreeable terms and conditions of repayment.
- C.2.2 Maintain all existing and necessary Project warranties, guarantees, easements, permits, and licenses that have been granted to City of Fayetteville with the proviso that CH2M HILL remains primarily responsible to ensure that the wastewater plants are efficiently, properly and professionally operated so that they will not suffer a loss of permits or licenses.
- C.2.3 Pay all property or other taxes or franchise fees associated with the Project. This excludes taxes to be borne by CH2M HILL for equipment owned by CH2M HILL.
- C.2.4 May provide CH2M HILL within a reasonable time after request any piece of City of Fayetteville's heavy equipment, subject to availability, so that CH2M HILL may fulfill its obligations under this Agreement in the most cost-effective manner.
- C.2.5 Provide all licenses for vehicles used in connection with the Project.
- C.2.6 Provide for CH2M HILL's use all vehicles and equipment presently in use at the Project, including the vehicles described in Appendix H.
- C.2.7 Pay for all wastewater lift station utilities, with the exception of electricity.
- C.2.8 Pay for all gasoline, diesel, and propane for backup power generators and all rolling stock provided by City of Fayetteville, except for the biosolids semi-tractors.
- C.2.9 Pay for all regulatory fees.

Appendix D

COMPENSATION FOR SERVICES

- 4.1 CH2M HILL estimates that Base Fee for services, on an annual basis, under this Agreement for 2013 shall be **\$7,224,875**. Details of said cost are shown in D.4 below. The Base Fee shall be negotiated each year. Should City of Fayetteville and CH2M HILL fail to agree, the Base Fee will be determined by the application of the Base Fee adjustment formula shown in Appendix I. Upon each contract year renegotiation, CH2M HILL shall continue to invoice City of Fayetteville at the previous amount until the new contract year price is agreed upon. Upon written notice, agreement between the parties as to the new contract year Base Fee, CH2M HILL shall issue an invoice retroactively adjusting the previous Base Fee amount. Should the actual expenditures exceed the total estimated annual expenditures by more than Twenty Thousand Dollars (\$20,000), in any year of this Agreement, specific approval will be obtained from the City of Fayetteville prior to CH2M HILL incurring additional costs.
- 4.2 An administrative fee of fifteen percent (15%) will be added to personnel services and ten percent (10%) to all other direct costs excluding electricity. An annual fixed management fee of \$125,402 shall be billed in equal monthly installments and adjusted annually in relation to the Base Fee.
- 4.3 In order to provide an incentive for CH2M HILL to operate in a manner that will result in actual costs below estimated cost, City of Fayetteville will pay CH2M HILL an additional fee when actual costs are below estimated cost. Said fee will be twelve and one half percent (12.5%) of the amount of actual cost are below estimated cost.
- 4.4 **Cost Detail** - The annualized estimated costs for calendar year 2013 are listed in Table D-1.

Table D-1, Cost Detail

Category Description	Wastewater Division Administration & SCADA	Noland WWTP O&M (incl. land application site)	West Side WWTP O&M (incl. wetlands mitigation site)	Lab & Industrial Pretreatment Program	Lift Station Maintenance	Totals
Direct Labor	\$ 534,186	\$ 1,031,997	\$ 456,430	\$ 296,669	\$ 136,548	\$ 2,455,830
Labor Markup, 15%	\$ 80,128	\$ 154,800	\$ 68,465	\$ 44,500	\$ 20,482	\$ 368,375
Direct Expense	\$ 740,140	\$ 1,549,284	\$ 278,095	\$ 118,947	\$ 227,043	\$ 2,913,509
Expense Markup, 10%	\$ 74,014	\$ 154,928	\$ 27,809	\$ 11,895	\$ 22,704	\$ 291,350
Electricity		\$ 465,041	\$ 334,316		\$ 271,052	\$ 1,070,409
Fixed Fee	\$ 125,402					\$ 125,402
Totals	\$ 1,553,870	\$ 3,356,050	\$ 1,165,115	\$ 472,011	\$ 677,829	\$ 7,224,875

Appendix E

LOCATION OF PROJECT

E.1 CH2M HILL agrees to provide the services necessary for the management, operation and maintenance of the following:

E.2 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Noland Wastewater Treatment Plant located at:

1400 North Fox Hunter Road
Fayetteville, Arkansas 72701

E.3 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's West Side Wastewater Treatment Plant located at:

15 South Broyles Avenue
Fayetteville, Arkansas 72704

E.4 All equipment, grounds, and facilities now existing within the present property boundaries of wastewater lift stations described as follows:

SCADA NODE	LOCATION	Generator	Site Maintenance Only
WW1	978 E Zion Rd (Lowe's - Zion PS)	YES	
WW2	3500 E Mission Blvd (Timbercrest PS)	YES	
WW4	691 W Poplar St (Poplar PS - ABANDONED)		YES
WW5	3896 N Gregg Ave (Gregg Ave PS)	YES	
WW6	3021 N Old Wire Rd (Old Wire PS)		
WW7	2065 N Sunshine Rd (Hamestring PS)	YES	
WW8	729 W North Street (North Street PS -ABANDONED)		YES
WW9	1336 N Porter Rd (Porter Rd PS)		
WW10	716 N Futrall Dr (Futrall Dr PS)	YES	
WW11	4412 W 6th Street (Farmington East PS -ABANDONED)		YES
WW12	571 N Double Springs Road (Farmington West PS)	YES	
WW13	878 S Dead Horse Mountain Rd (Stonebridge PS)	YES	
WW14	1820 S Armstrong Ave (Industrial Park PS)	YES	
WW16	516 W Ernest Lancaster Dr (Airport North PS)	YES	
WW18	202 N Sandy (Greenland PS)		
WW19	5716 E Norman Murphy Rd (Mally Wagnon PS)	YES	
WW20	3212 N Highway 112 - (Trucker's Drive PS - ABANDONED)		YES
WW22	630 N Double Springs Rd (Owl Creek PS)	YES	

SCADA NODE	LOCATION	Generator	Site Maintenance Only
WW23	440 E Fairway Ln (Masters PS)		
WW24	265 W Ernest Lancaster Dr (Airport East PS)	YES	
WW25	551 W Aster Ave (Willow West PS - Farmington)	YES	
WW27	1031 River Meadows Dr (Stonebridge Meadow Phase I PS)	YES	
WW28	1603 Plantation Ave (Heritage Village PS)	YES	
WW29	390 N Cato Springs Rd (Bohannon PS - Greenland)		
WW32	478 N Durango Place (Silverthorne PS)	YES	
WW33	4644 N Crossover Rd (Stonewood PS - Copper Creek)	YES	
WW34	4572 S School Ave (Airport South PS)	YES	
WW35	3083 W 6th St (Lowe's - 6th St PS)	YES	
WW36	1642 N Willowbrook Dr (Skyler Place PS)	YES	
WW37	3848 W Edgewater Dr (Clabber Creek PS - ABANDONED)		YES
WW38	3710 E Zion Rd (Copper Creek Phase II PS)	YES	
WW39	2392 N Kenswick Ave (Crofton Manner PS)	YES	
WW40	1811 S Cherry Hills Dr (Stone Bridge Meadow Phase II PS)	YES	
WW41	1608 S Springlake Dr (Crescent Lake PS)	YES	
WW43	196 S Woodsprings (Timber Trails PS)		
WW44	10 Dot Tipton Rd (Legacy Pointe Phase 4 PS)		
WW45	4451 N Waterside Ct (Timberlake Office Park PS)	YES	
WW46	3788 E Spyglass Hill Dr (Stonebridge Meadows Phase V PS)	YES	
WW47	3601 E Albright Rd (Embry Acres PS)	YES	
WW48	2435 S Dead Horse Mountain Rd (McDonald PS)	YES	
WW49	3393 E Goff Farm Rd (Meadows PS)	YES	
WW52	485 N Broyles Ave (Broyles Ave PS)	YES	
WW53	1396 Zion Rd (Office Park PS)	YES	

- E.5 All equipment, grounds, and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Biosolids Management Site located east of the Noland Wastewater Treatment Plant across the White River.
- E.6 All equipment, grounds, and facilities associated with or being used to complete routine O&M activities for the City of Fayetteville's Mitigated Wetlands Site now existing within the present property boundaries located north of the West Side Wastewater Treatment Plant. The service includes limited herbicide application and site monitoring but excludes burning.

E.7 The potable water SCADA system at the following locations:

SCADA NODE	LOCATION	DESCRIPTION
W1	215 W 24th St (South Mountain)	Pump Station
W2	844 N Crossover Rd (Hyland Park)	Pump Station
W4	1016 E Ash St	Pump Station
W5	707 E Rogers Dr	Pump Station
W6	456 E Baxter Ln	Ground Storage Tank (2 each)
W7	707 E Rogers Dr	Ground Storage Tank (2 each)
W8	133 N Sang Ave	Elevated Storage Tank
W9	1170 E South Skyline Dr	Elevated Storage Tank (Mt. Sequoyah)
W10	1044 E Township Rd	Elevated Storage Tank
W11	3280 W Judge Cummins Rd	Ground Storage Tank (2 ea) (Kessler Mountain)
W12	7001 E Mission (Highway 45 Valve	Pressure-Reducing Valve Station)
W13	1589 Fire Tower Road (Goshen)	Pump Station and Ground Storage Tank
W14	17301 Lake Sequoyah Rd (Round Mtn)	Pump Station
W15	14360 Round Mt Comm Church Rd	Stand Pipe County Rd #55 (Round Mountain)
W16	22032 Fire Tower Rd County Rd 4343	Stand Pipe (Benson Mountain)
W17	3265 N Gulley Rd	Elevated Storage Tank
W18	3788 N Gulley Rd	Pump Station
W19	3370 S Coach Rd	Pump Station
W20	2098 Woodcliff Rd (Springdale)	Surge Tank
W21	2210 N Old Wire Rd	Valve
W22	2800 N Old Missouri Rd	Flow Meter
W23	3385 N Par Ct	Valve
W24	3023 E Joyce Blvd	Valve
W25	2567 E Robinson (Springdale)	Valve
W27	17385 Blue Springs Rd (Goshen)	Pump Station
W28	17970 Lake Sequoyah Rd	Pump Station
W29	Beaver Water District	SCADA Interface
W30	1195 N. Canterbury Rd (Canterbury Tank)	Elevated Storage Tank
W31	2903 E. Flagstone Cir (Stonemountain)	Pump Station
WSOPC	2435 S Industrial Dr	Water & Sewer Ops Center
MTROB	12141 Ed Edwards Rd	Mt. Robinson Tower Site

E.8 Installation of the necessary Remote Terminal Units (RTUs) and equipment to acquire flow information from the collection system via SCADA. Flow monitoring devices (up to 17 remote locations) are scheduled to be installed by the City's Water and Sewer Division.

E.9 Responsible for the maintenance of Mt. Robinson Tower Site, excluding the road; which includes mowing and maintenance of the backup power generator, building, ground, and collision lamps. Perform annual inspection of guy wire and visual inspection of the tower.

E.10 Provision and maintenance of RTUs at the following sites located in the City of Elkins, Arkansas:

SCADA NODE	LOCATION	DESCRIPTION
EW1		Lift Station
EW1		Ground Storage Tank

E.11 Maintenance of the of the odor control system associated with the following lift stations:

<u>LOCATION</u>	<u># OF CANISTERS</u>
LS #6 - 3021 N Old Wire Rd (Old Wire)	4
LS #7 - 2065 N Sunshine Rd (Hamestring)	7
LS #12 - 571 N Double Springs Road (Farmington West)	9
LS #22 - 630 N Double Springs Rd (Owl Creek)	2
LS #52 - 485 N Broyles Ave (Broyles Ave)	2

Appendix F

ENVIRONMENTAL PERMITS AND PROJECT CHARACTERISTICS

F.1 CH2M HILL will operate Project so that effluent will meet the requirement of NPDES permit No. AR0020010 and AR0050288. CH2M HILL shall be responsible for meeting the effluent quality requirements of City of Fayetteville's NPDES permit unless one or more of the following occurs:

- The Project influent does not contain Adequate Nutrients to support operation of Project biological processes;
- Contains Biologically Toxic Substances which cannot be removed by the existing process and facilities;

The influent flow, influent BOD₅, and/or suspended solids exceeds the Project design parameters which are:

	Noland WWTP		West Side WWTP	
	Annual Average	Maximum Monthly Average	Annual Average	Maximum Monthly Average
Flow (MGD)	11.2	16.9	10.0	17.8
BOD (lbs/d)	26,370	27,960	14,595	18,853
TSS (lbs/d)	20,620	22,210	14,595	18,853

F.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅, or flow, exceeds the parameters listed above, CH2M HILL shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Listed Parameters By	Recovery Period Maximum
10% or Less	5 days
> 10% but < 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then CH2M HILL will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

F.3 CH2M HILL shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances (that exceed process inhibiting levels or creates concentrations exceeding application or discharge limitations), and the subsequent recovery period.

F.5 The estimate Costs for services under this Agreement are based upon the following Project

characteristics:

Annual Average	Noland WWTP	West Side WWTP
Flow (MGD)	6.2	6.3
BOD (lbs/d)	13,568	9,895
TSS (lbs/d)	11,019	11,564

The above characteristics are the actual twelve (12) months average prior to the date services are first provided under this Agreement. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, may constitute a change in scope.

F.6 The current applicable environmental permits are as follows:

Permit	AFIN No.	Permit No.	Expiration Date
NPDES - Noland	72-00102	AR0020010	05/31/11
NPDES - West Side	72-01033	AR0050288	11/30/10
No Discharge Permit - Noland	72-00829	4748-WR-2	12/31/13
No Discharge Permit - West Side	72-01033	5028-W	06/30/14
Air - Hamestring	72-01873	2179-A	N/A
Air - West Side	72-01033	2178-A	N/A
Stormwater No Exposure Certification (NEC) - Noland	72-00102	Tracking No. ARR00C377	06/30/14
Stormwater No Exposure Certification (NEC) - West Side	72-01033	Tracking No. ARR000390	06/30/14

Appendix G

INDUSTRIAL WASTE DISCHARGES AND MONITORING PROGRAM

G.1 CH2M HILL shall: Administer the Industrial Pretreatment Program in accordance with 40 CFR 403. Administration shall include:

- G.1.1 Maintain the industrial waste sampling and analysis program for pretreatment and surcharge, as described in G.3.
- G.1.2 Monitor the compliance status of the current Significant Industrial Users (SIU's) through sampling, analysis, inspection, and record reviews. Recommend appropriate enforcement action to City of Fayetteville.
- G.1.3 Receive, review and act upon reports and notification from industrial users.
- G.1.4 Prepare notice of violations and other enforcement documentation for City of Fayetteville signature in accordance with the Enforcement Response Plan in the State approved Industrial Pretreatment Program.
- G.1.5 Track, determine, and publish industrial users in significant noncompliance.
- G.1.6 Draft new, revised, and renewal industrial waste discharge permits for the SIU's for City of Fayetteville signature.
- G.1.7 Conduct an Industrial Waste Survey periodically to identify new, or significant, industrial users in Fayetteville and in cities with which Fayetteville has inter-jurisdictional agreements for waste treatment.
- G.1.8 Assist City of Fayetteville with review and revision of local limits, the sewer use ordinances, the pretreatment program, and inter-jurisdictional agreements.
- G.1.9 Prepare for City of Fayetteville signature and submit the Industrial Pretreatment annual report.
- G.1.10 Maintain all industrial monitoring records for at least three (3) years.
- G.1.11 Maintain open communication with the SIU's.
- G.1.12 Keep City of Fayetteville informed of pretreatment activities and changes in regulatory requirements.

G.2 Significant costs due to new or changed Federal, State or local regulations shall cause a change of contract scope.

G.3 Industrial Waste Dischargers and Monitoring Program in City of Fayetteville, AR:

Industry	Parameters Analyzed
Ayrshire Electronics, LLC 1101 S. Beechwood Fayetteville, AR 72701	Copper, lead, zinc
Custom Powder Coating Services, Inc. 1629 W. Farmington St. Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide

Industry	Parameters Analyzed
Elkhart Products Corporation 3265 Highway 71 South Fayetteville, AR 72701	Chromium, copper, lead, nickel, zinc, oil & grease
Hiland Dairy Company 301 E. 15 th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease
Marshalltown Tools 2200 Industrial Drive Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide
Pinnacle Foods Corporation 1100 W, 15 th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease
Superior Industries International Arkansas, LLC 1901 Borick Drive Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide
Tyson Foods, Inc. 2615 S. School Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease

Appendix H

VEHICLE AND MOBILE EQUIPMENT DESCRIPTION (ROLLING STOCK)

Unit #	Unit Description	Location	Year
320	Ford F350 Super Duty/Crane, Crew Cab	West Side	1999
324	Ford F350 Super Duty/Crane, Reg. Cab	Paul R Noland	1999
325	Ford F350 Super Duty, Reg. Cab	Paul R Noland	2000
339	Ford F-350, Flatbed	Biosolids Management Site	2002
340	Ford F-350	Biosolids Management Site	2002
551	Ford 3930 Tractor Brushhog	Biosolids Management Site	1995
564	Ford/New Holland 8160 Load Tractor	Biosolids Management Site	1999
566	Ford/New Holland LS55 Lawn Tractor	Biosolids Management Site	1999
570	New Holland 8670 Tractor	Biosolids Management Site	2000
581	New Holland TS100A Front End Loader	Biosolids Management Site	2004
589	New Holland 1412 Discbine Mower Conditioner	Biosolids Management Site	2005
695	Bobcat Skidsteer Loader	Biosolids Management Site	2011
696	Caterpillar 420E Backhoe	Biosolids Management Site	2012
727	Dump Truck	Paul R Noland	1995
741	Mack Tractor	Biosolids Management Site	1996
751	Sterling LT9500 Truck	West Side	2006
755	Kenworth T800 Semi Tractor	Paul R Noland	2000
766	Kenworth T800 Semi Tractor	Biosolids Management Site	2011
768	Kenworth T470 (Spreader)	Biosolids Management Site	2012
770	Kenworth T800 Semi Tractor	Biosolids Management Site	2013
806	Case 1150G Bulldozer	Biosolids Management Site	1995
818	Caterpillar P5000LP Forklift	West Side	2008
927	Parker 24' Gooseneck Trailer	Biosolids Management Site	1991
959	Bush Hog 2620 Cutter	Biosolids Management Site	1995
966	P.J. Trailer, 18FT	Biosolids Management Site	1996
969	LO-Boy 25T-36FT Trailer	Biosolids Management Site	1996
988	Hesston Wheel Rake	Biosolids Management Site	1998
994	20KW Generator (Mt. Robinson)	Paul R Noland	1998
1092	Ford Explorer XLT	Paul R Noland	2002
2103	Ford 4X4 F150 Extended Cab	West Side	2006
2156	Chevy Colorado, 4X4	Paul R Noland	2012
3820	2006 Kawasaki Mule 4x4	West Side	2006
4318	2006 Kawasaki Mule 4x4	Paul R Noland	2006
5000	New Holland 1412 Discbine	Biosolids Management Site	2006
5001	John Deere 6615 Tractor	Biosolids Management Site	2007

VEHICLE AND MOBILE EQUIPMENT DESCRIPTION (ROLLING STOCK)

Unit #	Unit Description	Location	Year
5002	John Deere 6615 Tractor	Biosolids Management Site	2007
5003	New Holland 740 Round Baler	Biosolids Management Site	2007
5012	NHT6030	Biosolids Management Site	2009
5022	4X4 Tractor with Loader	Biosolids Management Site	2011
5023	H&S Spreader	Biosolids Management Site	2011
5030	New Holland H5920 Hay Rake	Biosolids Management Site	2011
5031	John Deere MOCO6030 Discbine	Biosolids Management Site	2012
5032	New Holland BR740 Round Baler	Biosolids Management Site	2012
5033	New Holland BB9060 Square Baler	Biosolids Management Site	2012
9025	Volvo Penta 400 KW Generator	Lift Station12	2001
9034	Yale 5000# Fork Lift	Paul R Noland	2002
9083	Lufkin ULD-38 Trailer	West Side	1999
9088	Lufkin ULD-38 Trailer	West Side	2006
9104	Lufkin ULD-38 Trailer	West Side	2004
9106	Lufkin ULD-38 Trailer	Paul R Noland	2004
9111	Clement Star-Lite Trailer	Paul R Noland	2009
9124	Thompson 6" Diesel Power Pump/Trailer	Paul R Noland	2009
9142	Aulick 42' Belted Trailer	Biosolids Management Site	2011
1050U	Ford Explorer	Paul R Noland	1999
2080U	Chevy Silverado 4X4 Extended Cab	Biosolids Management Site	2005
	Parkson Electronic Mole – Billy	Biosolids Management Site	2011
	Parkson Electronic Mole – Cricket	Biosolids Management Site	2011
	Parkson Electronic Mole – Goofy	Biosolids Management Site	2011
	Parkson Electronic Mole – Jurgens	Biosolids Management Site	2011
	Parkson Electronic Mole – Tiny Tim	Biosolids Management Site	2011
	Parkson Electronic Mole – Trick	Biosolids Management Site	2011
	Portable Generator for LS	Paul R Noland	2005

Appendix I

BASE FEE ADJUSTMENT

- I.1 Electrical costs will be adjusted by actual increases from power supplier.
- I.2 The Base Fee adjustment formula is as follows:

$$ABF = BF \times (1 + AF)$$

Where:

BF = Base Fee specified in Appendix D

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = .5 (ECI + CPI)$$

ECI = The twelve month percent change (from the third quarter of the prior year to the third quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI = The twelve month percent change (from October of the prior year to October of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

Appendix J

LAKE SEQUOYAH DREDGING PROJECT – SCOPE OF WORK

Lake Sequoyah has accumulated approximately 5 billion pounds of sediment over the past 50 years. Nearly 1% or 4 million pounds of the sediment is phosphorus. The accumulated sediment decreases the lake capacity as a sediment and phosphorus trap as well as severely curtails the recreation uses of the lake.

At the request of the City of Fayetteville, CH2M HILL staff planned for a large scale dredging pilot on Lake Sequoyah in 2012. CH2M HILL developed a work plan for this pilot study in May and the Arkansas Department of Environmental Quality issued a short term authorization for this activity in early July. The purpose of this study was to develop a sustainable approach for a full scale dredging project that will meet all regulatory and implementation objectives. The dredging pilot study began in September, which involved pumping of several hundred thousand gallons of lake sediment and capturing several hundred cubic yards of dried sediment.

The CH2M HILL O&M budget for 2013 includes funding for the initiation of the full scale dredging of Lake Sequoyah. Primary objectives for the additional scope include beginning the process of developing the necessary processes and permitting of the of the full scale dredging project as listed below:

- Develop a Work Plan and a Quality Assurance Project Plan for the dredging project
- Develop a Health and Safety Work Plan
- Begin the process to obtain proper authorization(s) and/or permit(s)
- Establish contracts for equipment rental and necessary sub-contract agreements, make recommendations for capital purchases, or an appropriate combination of these activities
- Implement and/or construct selected sedimentation separation facilities
- Establish a preliminary means of sediment disposal or sale

The dredging project is expected to remove most of the accumulated sediment from the lake over the next 10-15 years, but will likely continue in a reduced fashion beyond that horizon as new sediment is trapped within the lake over that same time period.

City of Fayetteville Staff Review Form

C. 7
 South Garland Boulevard Associates, LP
 Page 1 of 10

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

11/20/2012

City Council Meeting Date
 Agenda Items Only

David Jurgens

Water and Sewer

Utilities

Submitted By

Division

Department

Action Required:

Approval of a cost-share and bid waiver in the approximate amount of \$98,949.00, with South Garland Boulevard Associates, LP for the upsizing from a 8" to an 12" proposed water main along Indian Trail From Razorback Road to Rose Ave and installing a 12" water main from Rose Ave to Stadium Drive.

\$ 98,949.00

Cost of this request

\$ 154,472.00

Category / Project Budget

Water and Sewer Cost Sharing

Program Category / Project Name

5400.5600.5808.00

Account Number

\$ 31,712.00

Funds Used to Date

Water and Sewer Improvements

Program / Project Category Name

02067.1

Project Number

\$ 122,760.00

Remaining Balance

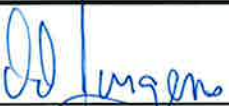
Water and Sewer Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

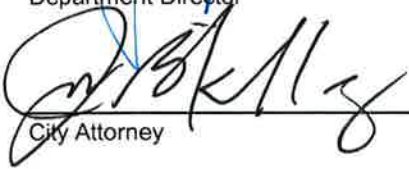
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 Department Director

Date

31 Oct 12

Previous Ordinance or Resolution #

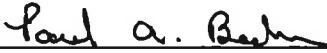
Original Contract Date:


 City Attorney

Date

11-2-12

Original Contract Number:


 Finance and Internal Services Director

Date

11-2-2012

 Received in City
 Clerk's Office


11-01-12


 Chief of Staff

Date

11-7-12

 Received in
 Mayor's Office


 Mayor

Date

11/8/12

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Fayetteville Water and Sewer Committee

From: David Jurgens, Utilities Director 

Date: November 1, 2012

Subject: Cost-share and bid waiver with South Garland Boulevard Associates, LP for water main installation

RECOMMENDATION

City Administration recommends approval of an ordinance for a cost-share and bid waiver in the approximate amount of \$98,949.00 with South Garland Boulevard Associates, LP for the upsizing from an 8" to an 12" proposed water main from Razorback Road to Rose Ave. and installing a 12" water main from Rose Ave. to Stadium Drive

BACKGROUND

South Garland Boulevard Associates, LP recently submitted a Large Scale Development LSD 12-4052 Park Green Collegiate View for approval by the City of Fayetteville. As a condition of approval for this proposed development, a water main is required to be extended from Razorback Road and Martin Luther King Blvd to the site meet fire flow requirements for the 15 acre multistory housing development. A 12" water main is required from MLK Blvd to the site via Stadium Drive and an 8" water main is required from Razorback Road via Indian Trail and Rose Ave. The 8" water main along Indian Trail is the size that is necessary to provide the secondary loop to serve the 12" water main necessary to provide fire flow to serve the proposed development. South Garland Boulevard Associates, LP has hired an engineer to prepare plans for the construction of this water main. The total construction cost of water main improvements associated with this project is approximately \$692,000 including both on and offsite improvements. The total anticipated infrastructure improvements (Street, Drainage, Water, & Sewer) is approximately \$2.5 million.

DISCUSSION

The proposed cost share will be to upsize the required 8" water main to a 12" water main from Razorback Road (approximately 1,100 ft) and extending the 12" water main to Stadium Drive (approximately 545 ft) along Indian Trail. This upsizing and main extension will replace the existing 12 inch main on the north side of MLK which is in poor condition. Recently, the existing 12" has had numerous breaks that interrupted service and traffic in the area, the main is also exposed in the College Branch, which increases the probability of damage.

The City would benefit from the cost share by utilizing the developer's contractor who will already be onsite performing water line installation. A bid waiver is requested since this cost share is greater than \$20,000.

Developer's Share (8" Water Line on Indian Trail)	\$ 87,747.00
City's Share (Upgrade 8" to 12" on Indian Trail)	\$ 42,941.00
City's Cost (Install 12" on Indian Trail)	\$ 51,296.00
5% Contingency (City's Share)	\$ 4,712.00
Total	\$186,969.00
 Total City's Portion	 \$ 98,949.00

BUDGET IMPACT

Funds for the City portion of work are available in the Water and Sewer Cost Sharing Project. The final actual cost to the City will be based upon actual bid price for this project.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A COST-SHARE AGREEMENT WITH SOUTH GARLAND BOULEVARD ASSOCIATES, LP IN THE APPROXIMATE AMOUNT OF \$98,949.00 FOR THE UPGRADING OF AN EIGHT-INCH WATER MAIN TO A TWELVE-INCH WATER MAIN ALONG INDIAN TRAIL FROM RAZORBACK ROAD TO ROSE AVENUE AND THE CONSTRUCTION OF A TWELVE-INCH WATER MAIN FROM ROSE AVENUE TO STADIUM DRIVE

WHEREAS, South Garland Boulevard Associates, LP, has hired an engineer for the design and a contractor for the construction of an eight-inch water main along Indian Trail to serve an approved large-scale development (LSD 12-4052 Park Green Collegiate View); and

WHEREAS, an existing twelve-inch water main to the west of the development property on Razorback Road and a proposed twelve-inch water main on Stadium Drive will be connected to by the South Garland Boulevard Associates, LP, and in addition they will be extending an eight-inch water main east 1,100 feet as part of the required infrastructure for the development; and

WHEREAS, it will benefit and be most cost-effective for the City of Fayetteville to cost-share the upgrade of this eight-inch water main to a twelve-inch water main from Razorback Road and extend the twelve-inch water main Stadium Drive along Indian Trail, due to numerous breaks, interrupted service and traffic in the area,

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines the above-stated facts constitute an exceptional situation in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a cost-share agreement with South Garland Boulevard Associates, LP in the approximate amount of \$98,949.00 for the upgrading of an eight-inch water main to a twelve-inch water main along Indian Trail from Razorback Road to Rose Avenue and the construction of a twelve-inch water main from Rose Avenue to Stadium Drive.

PASSED and APPROVED this 20th day of November, 2012

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

CONTRACTUAL AGREEMENT

This Agreement, made and entered into this _____, by and between the City of Fayetteville, Arkansas and South Garland Boulevard Associates, LP, 3 E. Stow Road, Marlton, New Jersey 08053, Witnesseth:

WHEREAS, South Garland Boulevard Associates, LP, has hired an engineer for the design and a contractor for the construction of a 8" public water main along Indian Trail to serve their project, Development LSD 12-4052 Park Green Collegiate View; and

WHEREAS, there is an existing 12" water main to the west of this property on Razorback Road Lane and a proposed 12" water main on Stadium Drive. South Garland Boulevard Associates, LP will be connecting to this line; and extending a 8" main east 1,100 feet to as part of the required infrastructure for this development; and

WHEREAS, it will benefit the City of Fayetteville to upgrade this 8" water main to a 12" water main from Razorback Road (approximately 1,100 ft) and extend the 12" water main to Stadium Drive (approximately 545 ft) along Indian Trail. This upsizing and main extension will replace the existing 12 inch main on the north side of MLK which is in poor condition. Recently the existing 12" water main has had numerous breaks that has interrupted service and traffic in the area, the main is also exposed in the College Branch, which increases the probability of future damage.

NOW, THEREFORE, the City of Fayetteville and South Garland Boulevard Associates, LP agree as follows:

1. Upon the City Council and/or the Mayor approving the Water Main Cost-Share, the City of Fayetteville agrees to:
 - A. Pay for 100% of the actual documented construction costs for the upsizing to an 12" main from Razorback Road to Rose Ave along Indian Trail.
 - B. Pay for 100% of the actual documented construction costs for extending the 12" main from Rose Ave to Stadium Drive along Indian Trail.
 - C. Pay a maximum-not-to-exceed cost of \$98,949.00 for the afore mentioned water main construction as was provided by South Garland Boulevard Associates, LP engineer and made a part of this agreement.
 - D. Reconsider the costs if the future and actual construction costs exceed the maximum-not-to-exceed amount that was furnished by South Garland Boulevard Associates, LP. The contractual agreement shall be required to be reevaluated and re-approved by the Mayor and/or City Council as appropriate prior to proceeding with construction.

- E. Make all efforts to provide payment to South Garland Boulevard Associates, LP within thirty (30) days after receipt of the invoice(s) but cannot guarantee the thirty day schedule.
2. South Garland Boulevard Associates, LP agrees to:
- A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable water main installation.
- B. Provide a copy of the invoice(s) from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the water main installation.
- C. Not proceed with the proposed construction unless/until the proposed contractual agreement is approved by the City Council and/or the Mayor.
3. It is further understood that the contract for construction is between South Garland Boulevard Associates, LP and his Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of \$98,949.00 for the water main upgrade and extension.

**IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE
SIGN BELOW:**

CITY OF FAYETTEVILLE

South Garland Boulevard Associates, LP

By: _____
LIONELD JORDAN, Mayor

By: _____

ATTEST _____

Park Green/ The Vue

Offsite Waterline Extension Cost Reimbursement Breakdown

Cost of 8" Waterline improvements from Razorback Road to Rose Ave.

Item Description	Quantity	Unit	Unit Price	Item Price
8" Waterline	1088	LF	\$ 49.35	\$ 53,692.80
16" Bore	90	LF	\$ 310.55	\$ 27,949.50
8" 45-degree fittings	6	EA	\$ 352.69	\$ 2,116.14
12"x8" TS&V	1	EA	\$ 3,989.00	\$ 3,989.00
Subtotal				\$ 87,747.44

Cost to upsize to 12" Improvements from Razorback Road to Rose Ave.

Item Description	Quantity	Unit	Unit Price	Item Price
Upsize 8" waterline to 12"	1088	LF	\$ 23.88	\$ 25,981.44
Upsize 16" Bore to 24"	90	LF	\$ 123.35	\$ 11,101.50
Upsize 8" 45-degree fittings to 12"	6	EA	\$ 359.55	\$ 2,157.30
Upsize 12"x8" TS&V to 12"x12"	1	EA	\$ 1,988.76	\$ 1,988.76
Add 12" Butterfly Valve at Tap	1		\$ 1,712.02	\$ 1,712.02
Subtotal				\$ 42,941.02

Improvements from Rose Ave. to Stadium Drive

Item Description	Quantity	Unit	Unit Price	Item Price
Additional 12" Waterline	545	LF	\$ 70.33	\$ 38,329.85
Added 12"x8" Tee	1	EA	\$ 916.19	\$ 916.19
Added 12"x12" Tee	1	EA	\$ 1,129.08	\$ 1,129.08
Added 12" Butterfly Valve at Tee	1	EA	\$ 1,712.02	\$ 1,712.02
Easement Procurement (Per City)	1	LS	\$ 5,000.00	\$ 5,000.00
Engineering	10	%	\$ 4,208.71	\$ 4,208.71
Subtotal				\$ 51,295.85

Total Cost of Improvements **\$ 181,984.31**

Developer's Portion \$ 87,747.44

City's Portion \$ 94,236.87

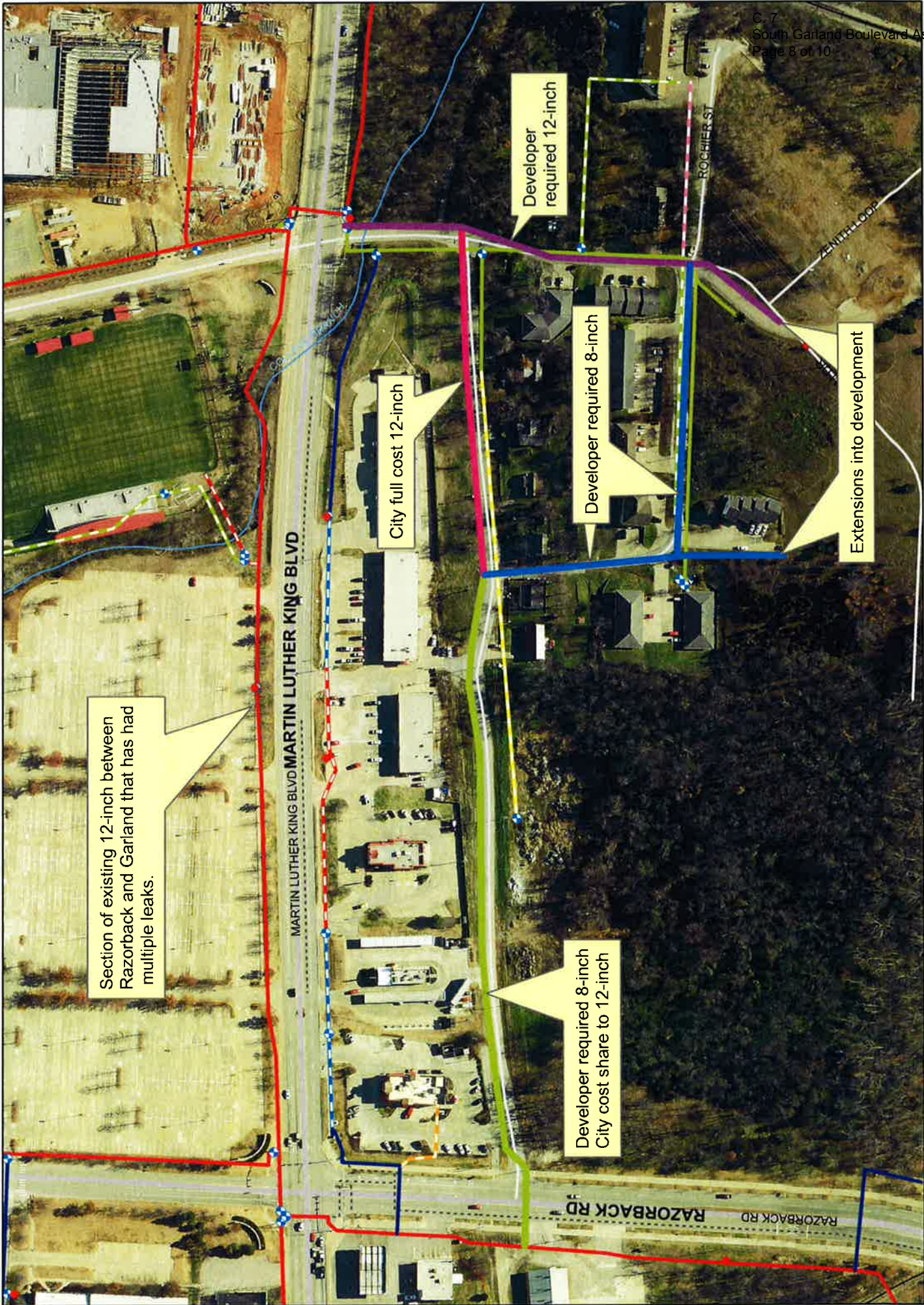


Exhibit A
Cost Share with South Garland Boulevard Associates, LP



**PARK GREEN COLLEGIATE
VILLAGE**
JANETVILLE, ARKANSAS

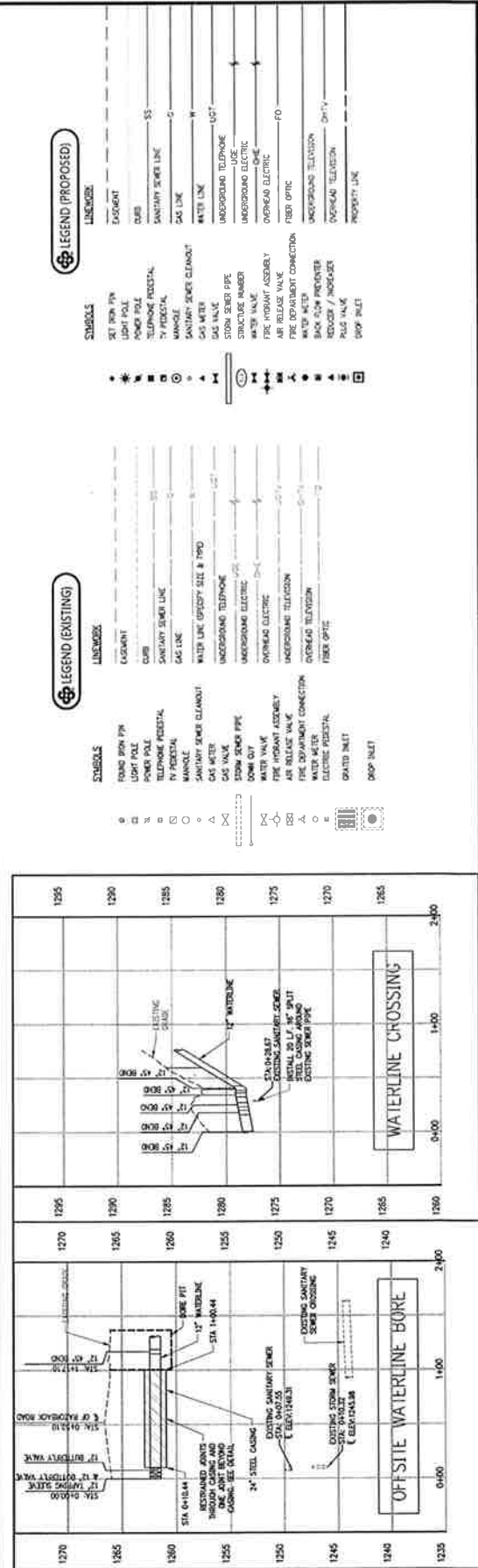
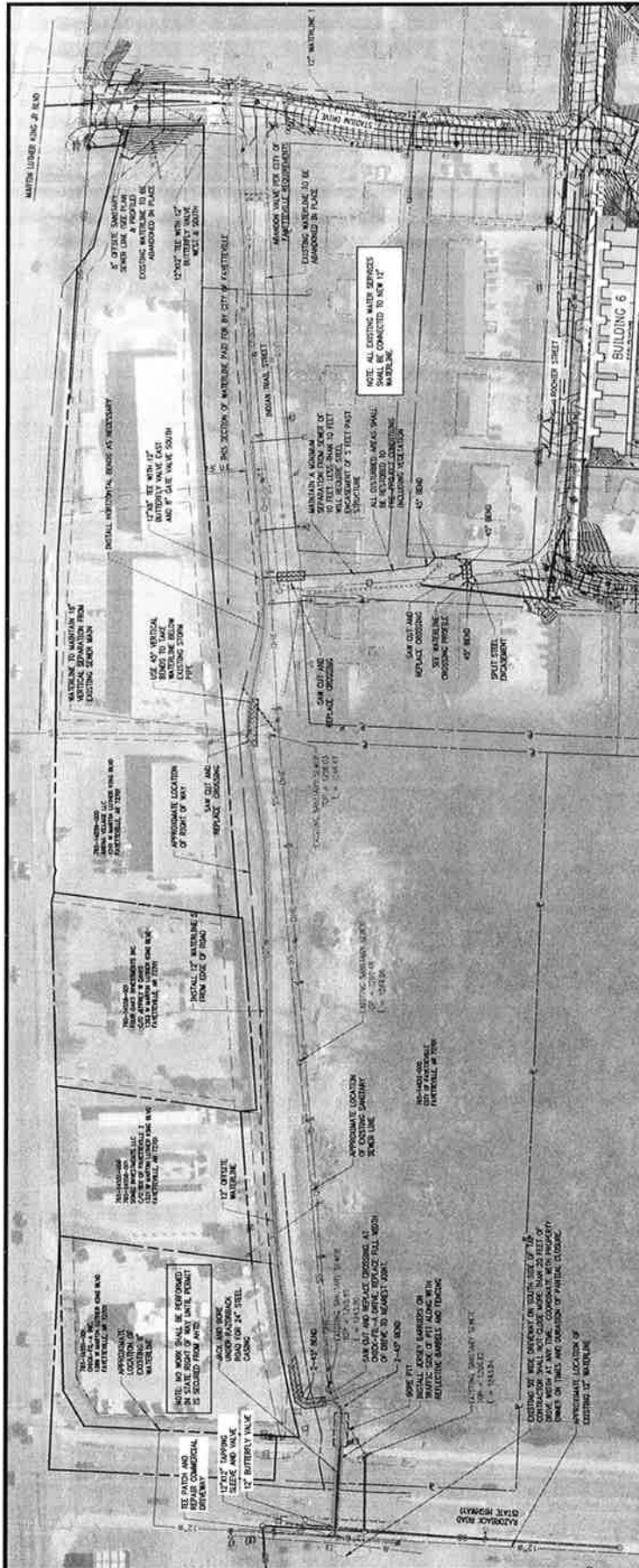


DESIGNED FOR
CONSTRUCTION

OFFSITE UTILITY IMPROVEMENTS

C-110

C-2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
November 20, 2012**

A meeting of the Fayetteville City Council will be held on November 20, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. 3rd Quarter Financial Report 2012
2. Urban Tree Canopy Assessment Results – Presented by Ian Hanou with Plan-It Geo

Agenda Additions:

A. Consent:

1. Approval of the November 8, 2012 City Council meeting minutes.
2. **Bid #12-19 Peterbilt:** A resolution awarding Bid #12-19 and authorizing the purchase of two (2) auto arm refuse trucks from Peterbilt of Fort Smith in the total amount of \$517,086.00, for use by the Solid Waste Division, and approving a budget adjustment.

3. **Bid #12-73 North Point Ford:** A resolution awarding Bid #12-73 and authorizing the purchase of one (1) Ford F-250 truck with deerskin animal control body from North Point Ford of North Little Rock in the total amount of \$49,856.00 for use by the Animal Services Division, and approving a budget adjustment.
4. **Riggs Cat:** A resolution authorizing the purchase of one (1) Caterpillar bulldozer from Riggs Cat, pursuant to a state procurement contract, in the amount of \$105,422.00 for use by the Transportation Division, and approving a budget adjustment.
5. **Internal Revenue Services (IRS) Task Force:** A resolution approving a budget adjustment in the amount of \$30,100.00 to recognize revenue and expenses related to City participation in the local Internal Revenue Services (IRS) Task Force for fiscal year 2012-2013.
6. **Arkansas State Police Asset Forfeiture Fund:** A resolution authorizing acceptance of a grant in the amount of \$34,664.00 from the Arkansas State Police Asset Forfeiture Fund for the purchase of an undercover drug enforcement vehicle and a covert audio/video recorder, and approving a budget adjustment.
7. **Jacobs Engineering Group, Inc. Amendment No. 4:** A resolution approving supplemental Agreement No. 4 to the contract with Jacobs Engineering Group, Inc. in the amount of \$768,033.41 for engineering services for the Fayetteville Expressway Development Corridor Project, and approving a budget adjustment.
8. **Garver, LLC:** A resolution approving a professional engineering services agreement with Garver, LLC for on-call engineering and surveying services in the amount of \$25,000.00 and engineering design services for the Greenland sewer rehabilitation project in the amount of \$100,087.00, and approving a project contingency of \$10,000.00.
9. **City of Greenland Wastewater Service Agreement:** A resolution approving an extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland.
10. **RJN Group, Inc. Amendment No. 1:** A resolution approving Amendment No. 1 to the engineering services agreement with RJN Group, Inc. in the amount of \$160,957.58 to update the wastewater collection system model and master plan.

B. Unfinished Business: None

C. New Business:

1. **Bid #12-68 Emery Sapp & Sons, Inc.:** A resolution awarding Bid #12-68 and approving a contract with Emery Sapp & Sons, Inc. in the amount of \$6,303,828.48 for the construction of the Fulbright Expressway/Highway 71B Flyover, approving a project contingency of \$315,191.42, and approving a budget adjustment.

2. ✓ **SourceGas Arkansas, Inc.:** An ordinance waiving the requirements of formal competitive bidding for approving a cost-share agreement with Sourcegas Arkansas, Inc. in the amount of \$94,577.00 for the relocation of gas mains and facilities necessary for the Fulbright Expressway/Highway 71-B Flyover Project and for all future payments to or contracts with Sourcegas Arkansas, Inc. for the relocation costs for natural gas utility mains and appurtenances necessitated by road reconstruction or widening projects within Sourcegas Arkansas, Inc.'s area of service, approving a project contingency of \$18,915.00 for the Flyover Project, and approving a budget adjustment.
3. ✓ **VAC 12-4219 (2514 New School Pl./The New School):** An ordinance approving VAC 12-4219 submitted by Jorgensen and Associates for property located at 2514 New School Place to vacate portions of existing easements and right-of-way.
4. ✓ **VAC 12-4231 (Alley Between W. Cleveland St. and W. Douglas St./University of Arkansas):** An ordinance approving VAC 12-4231 submitted by Allen Jay Young for property located between West Cleveland Street and West Douglas Street to vacate an alley, a total of 0.25 acres.
5. ✓ **2013 Annual Budget and Work Program:** A resolution adopting the 2013 Annual Budget and Work Program.
6. ✓ **CH2M Hill Engineers, Inc.:** A resolution approving contract Amendment No. 3 with CH2M Hill Engineers, Inc. in the amount of \$7,224,875.00 for operation, maintenance, management and engineering services for city wastewater treatment facilities and systems in 2013 subject to approval of the 2013 annual city budget and work program, and approving a \$70,000.00 contract contingency.
7. ✓ **South Garland Boulevard Associates, LP:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with South Garland Boulevard Associates, LP in the approximate amount of \$98,949.00 for the upgrading of an eight-inch water main to a twelve-inch water main along Indian Trail from Razorback Road to Rose Avenue and the construction of a twelve-inch water main from Rose Avenue to Stadium Drive.

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

Adjournment:

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Pre-Agenda Meeting

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda City of Fayetteville Arkansas City Council Meeting November 20, 2012

A meeting of the Fayetteville City Council will be held on November 20, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. 3rd Quarter Financial Report 2012
2. Urban Tree Canopy Assessment Results – Presented by Ian Hanou with Plan-It Geo

Agenda Additions:

A. Consent:

1. Approval of the November 8, 2012 City Council meeting minutes.
2. **Bid #12-19 Peterbilt:** A resolution awarding Bid #12-19 and authorizing the purchase of two (2) auto arm refuse trucks from Peterbilt of Fort Smith in the total amount of \$517,086.00, for use by the Solid Waste Division, and approving a budget adjustment.

3. **Bid #12-73 North Point Ford:** A resolution awarding Bid #12-73 and authorizing the purchase of one (1) Ford F-250 truck with deerskin animal control body from North Point Ford of North Little Rock in the total amount of \$49,856.00 for use by the Animal Services Division, and approving a budget adjustment.
4. **Riggs Cat:** A resolution authorizing the purchase of one (1) Caterpillar bulldozer from Riggs Cat, pursuant to a state procurement contract, in the amount of \$105,422.00 for use by the Transportation Division, and approving a budget adjustment.
5. **Internal Revenue Services (IRS) Task Force:** A resolution approving a budget adjustment in the amount of \$30,100.00 to recognize revenue and expenses related to City participation in the local Internal Revenue Services (IRS) Task Force for fiscal year 2012-2013.
6. **Arkansas State Police Asset Forfeiture Fund:** A resolution authorizing acceptance of a grant in the amount of \$34,664.00 from the Arkansas State Police Asset Forfeiture Fund for the purchase of an undercover drug enforcement vehicle and a covert audio/video recorder, and approving a budget adjustment.
7. **Jacobs Engineering Group, Inc.:** A resolution approving supplemental Agreement No. 4 to the contract with Jacobs Engineering Group, Inc. in the amount of \$768,033.41 for engineering services for the Fayetteville Expressway Development Corridor Project, and approving a budget adjustment.
- If and move to new business*
ord. or resolution? 8. **SourceGas:** *Check to see if we have a cost share already. If so this is a resolution if not it is an ordinance.*
9. **Garver, LLC:** A resolution approving a professional engineering services agreement with Garver, LLC for on-call engineering and surveying services in the amount of \$25,000.00 and engineering design services for the Greenland sewer rehabilitation project in the amount of \$100,087.00, and approving a project contingency of \$10,000.00.
10. **City of Greenland Wastewater Service Agreement:** A resolution approving an extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland.
- N.B. #5* 11. **City of West Fork Wastewater Agreement Service:** A resolution expressing the intent of the City of Fayetteville to provide wholesale wastewater service to the City of West Fork.
- update memo* 12. **RJN Group, Inc. Amendment No. 1:** A resolution approving Amendment No. 1 to the engineering services agreement with RJN Group, Inc. in the amount of \$160,957.58 to update the wastewater collection system model and master plan.

B. Unfinished Business:

1.

C. New Business:

- 1/ **Bid #12-68 Emery Sapp & Sons, Inc.:** A resolution awarding Bid #12-68 and approving a contract with Emery Sapp & Sons, Inc. in the amount of \$6,303,828.48 for the construction of the Fulbright Expressway/Highway 71B Flyover, approving a project contingency of \$315,191.42, and approving a budget adjustment.
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- 7/ **Parking Deck Facility Site Selection:** A resolution expressing the opinion and approval of the City Council regarding a site selection for a parking deck facility in the Dickson Street Entertainment District.

Mayor - Moved to Dec. 4, 2012

D. City Council Agenda Session Presentations:

Call Brian Pugh - Need to be at water & sewer committee

~~1. Number 3 and Number 7 Plastics Recycling Discussion - Brian Pugh~~

E. City Council Tour:

F. Announcements:

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Sondra Smith - # 3 thru #7 plastics discussion

From: Brian Pugh
To: Smith, Sondra
Date: 9/7/2012 1:00 PM
Subject: # 3 thru #7 plastics discussion
CC: Marr, Don

Sondra,

Please place this Council discussion item on the agenda for the Nov. 20th meeting. The title can be "#3 thru #7 plastics recycling". Thanks.

Brian

Brian Pugh
Waste Reduction Coordinator
Fayetteville Solid Waste and Recycling
479-718-7685
479-444-3478 Fax
Telecommunications Device for the Deaf 479-521-1316

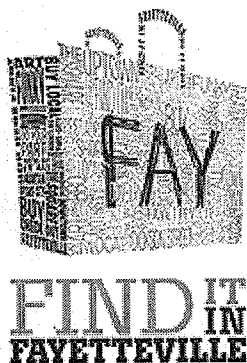
Lisa Branson - Re: Fwd: Agenda Request

From: City Clerk
To: Branson, Lisa
Date: 10/25/2012 6:35 PM
Subject: Re: Fwd: Agenda Request

FYI

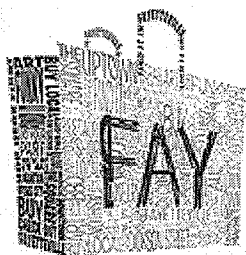
City of Fayetteville
Office of the City Clerk
113 W. Mountain
Fayetteville, AR 72701
479-575-8323
city_clerk@ci.fayetteville.ar.us

TDD (Telecommunications Device for the Deaf): (479) 521-1316



>>> Don Marr 10/25/2012 4:05 PM >>>
Ok, that one is short, so this fine to put on that meeting agenda.
Thanks,
Don

Don Marr



**FIND IT
IN
FAYETTEVILLE**

Chief of Staff for Mayor Jordan
113 W Mountain Street
Fayetteville, AR 72701
Office: 479-575-8330
For TDD: (Telecommunications Device for the Deaf)
Dial 479-521-1316
Email: dmarr@ci.fayetteville.ar.us
Website: www.accessfayetteville.org

>>> City Clerk 10/25/2012 3:49 PM >>>

Yes, 3rd Quarter Financial Report and the presentation will be at the City Council meeting.

>>> Don Marr 10/25/2012 3:45 PM >>>

Sondra/Lisa - Do we have any other presentations? Is this Council meeting - and not agenda session?
It's ok with me and we have to have it, so I am ok, if the Mayor is.
Don

Don Marr



**FIND IT
IN
FAYETTEVILLE**

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113 W Mountain Street
Fayetteville, AR 72701
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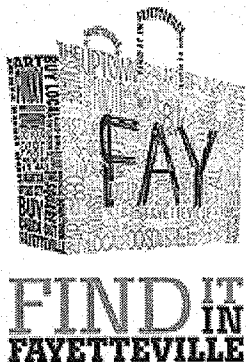
>>> City Clerk 10/25/2012 1:52 PM >>>
Mayor Jordan/Don,

Will you please approve adding the following presentation to the November 20th City Council meeting?

Thanks,
Lisa

City of Fayetteville
Office of the City Clerk
113 W. Mountain
Fayetteville, AR 72701
479-575-8323
city_clerk@ci.fayetteville.ar.us

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>>> Megan Dale 10/25/2012 11:22 AM >>>
Lisa,

As mentioned on the phone, a formal Agenda Request is not needed for presentations at City Council. The Urban Tree Canopy Assessment Grant will be complete soon, and we would like to report the findings to City Council.

We are requesting the following:

1. A 5-10 minute presentation on the November 20th City Council agenda
2. Presenter: Ian Hanou with Plan-It Geo
3. Presentation Title: Urban Tree Canopy Assessment Results

Many thanks,

Megan Dale
Urban Forester

Fayetteville Parks & Recreation
113 West Mountain Street
Fayetteville, AR 72701
Phone (479) 444-3470
Fax (479) 521-7714