

AGENDA

FAYETTEVILLE CITY COUNCIL MEETING JUNE 16, 1998

A meeting of the Fayetteville City Council will be held on June 16, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

- A. APPROVAL OF MINUTES:** Approval of minutes from June 2, 1998 meeting.
- B. BID 98-7:** A resolution awarding a contract to Johnson Mechanical Contractors Inc. in the amount of \$47,500 for the installation of new plumbing, heating, ventilation, and air conditioning for the Animal Shelter Clinic Expansion project.
- C. BID 98-50:** A resolution approving a contract with RPD Quality Construction, Inc. in the amount of \$39,220 plus contingency of \$8,000 for all slab work for the new animal clinic.
- D. BID 98-39:** REMOVED FROM CONSENT. MOVED TO THE FIRST ITEM OF NEW BUSINESS.
- E. BID 98-43:** A resolution accepting Midwestern Equipment Company's bid for the purchase of a H.D. Cab and Chassis with mounted sewer cleaner (combination wash and vacuum) in the amount of \$231,766.60 and approval of a budget adjustment.
- F. BID 98-48:** A resolution accepting Shipley Motor Equipment Company's bid in the amount of \$130,120 for the purchase of a H.D. Cab and Chassis with mounted combination bulk waste crane with roll off. This unit will be used by the Solid Waste Division.
- G. BID 98-45:** A resolution accepting Alma Tractor and Equipment, Inc.'s bid in the amount of \$90,669.12 for the purchase of two tractor/backhoe/loader. The unit will be used by Water and Sewer Maintenance and Sidewalks and Trails crews.
- H. HAMESTRING SEWER:** A resolution awarding a contract to Jackson Electric in the amount of \$143,583.00 plus contingencies for improvements to the Hamestring Sewer Pump Station, and approval of a budget adjustment in the amount of \$120,000, and approval of expenditures up to \$50,000 from off site escrow accounts to go toward the project costs.

II. OLD BUSINESS

- A. **RZ 98-10.00:** An ordinance approving a rezoning request submitted by Demaree Media, Inc. for property located at 1780 Holly Street. The property is zoned R-1, Low Density Residential. The request is for R-O Residential Office. The property contains approximately 2.34 acres. Item was left on the first reading at the June 2, 1998 meeting.
- B. **PLANNING COMMISSION APPEAL:** An appeal submitted by Burke and Eldridge on behalf of Washington Regional Medical Services for a large scale development off Millsap Road and Wimberly Street. The request is to appeal the Planning Commission's decision to deny a waiver request for the construction of a standard city street.
- C. **CHAPTER 33 AMENDMENT:** An ordinance amending Chapter 33 of the Code of Fayetteville to provide for the Board of Adjustment, the Plat Review Committee, the Subdivision Committee, the Tree and Landscape Advisory Committee and the Board of Sign Appeals.
- D. **DELETING TITLE 15:** An ordinance deleting Title 15; Land Usage; and Sections; 98.01, 98.02, 98.06, 98.07 and 98.12 through 98.00, Streets and Sidewalks; of the Code of Fayetteville; and adopting the Unified Development Ordinance.

III. NEW BUSINESS

- AA. **BID 98-39:** A resolution awarding a contract to J&L Construction in the amount of \$188,500 plus a project contingency of \$18,850.00 for the construction of a 100 space parking lot in Walker Park and approval of a budget adjustment.
- A. **LAND PURCHASE:** A resolution authorizing the acquisition of a 12 acre tract of land from Carolyn Hickson in the amount of \$243,000. The property is located along Fat Gulley Road, south of Joyce Blvd. and north of Highway 45. The land will be used for the installation of new water storage towers in conjunction with Fayetteville Water Systems Improvements. Approval should include closing costs associated with the purchase of land.
- B. **LANDING FEES:** An ordinance revising and updating the landing fees at Drake Field to meet leasing requirements, industry trends, and use in negotiating future leases and airport agreements.
- C. **AIRPORT FIRE STATION AND TERMINAL CANOPY:** A resolution approving a contract amendment in the amount of \$62,100.00 with Garver and Garver Engineers. The amendment covers additional engineering work for two projects; the new Airfield Rescue Fire Fighting building and the Terminal Canopy.
- D. **SUMMIT WATER TANK SITE:** A resolution approving a bid award for the restoration of the old Summit water storage tank site.
- E. **VAC 98-7:** An ordinance vacating a utility easement for property located on Lots 8 and 9 in Emerald Subdivision, Phase I. The request was submitted by Floyd Reed on behalf of J.B. and Oma Hays.

- F. LEASE AGREEMENT:** A resolution approving a lease agreement between the City of Fayetteville and BEKKA Development for the property to be used as the entrance to the Town Center.
- G. REFUND AND/OR ROLLBACK OF MILLAGE:** Discussion of the Millage Refund/Rollback.
- H. INFORMATION**

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

CC. 6/16/98

	Roll		^{appeal} Consent.		
YOUNG	✓		✓		
ZURCHER	✓		✓		
TRUMBO	✓		✓		
PETTUS	✓		✓		
MILLER	✓		✓		
WILLIAMS	✓		✓		
SCHAPER	✓		✓		
DANIEL	✓		✓		
MAYOR HANNA					
	229810.00	left on second ready	7-0-0.		
YOUNG	A	A	B		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
MAYOR HANNA		3-2-1			
	PC. appeal				
YOUNG	AP	A			
ZURCHER	✓	✓			
TRUMBO	✓	✓			
PETTUS	✓	✓			
MILLER	✓	✓			
WILLIAMS	✓	✓			
SCHAPER	✓	✓			
DANIEL	✓	✓			
MAYOR HANNA					
		6-0-1 off-site st reg - waived - on site st required.			

	2nd	3rd			
	Chapter 33				
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
MAYOR HANNA					
	7-0-0.	7-0-0.	7-0-0		
	Title 15				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	7-0-0				
	11. 12 31097-39				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	7-0-0.				

	<i>land purchase</i>				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS					
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	<i>7-0-0. 1st. row landing fees</i>				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS					
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	<i>7-0-0.</i>				
	<i>airport fee</i>				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS					
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	<i>7-0-</i>				

	<i>Summit</i>				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	7-0-0.				
	11AC 98-7 ^W				
	✓ 2ND				
YOUNG	✓	✓	✓		
ZURCHER	✓	absent	absent		
TRUMBO	✓	✓	✓		
PETTUS	✓				
MILLER	✓	✓	✓		
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
MAYOR HANNA			✓		
	7-0	6-0	6-0-0		
	<i>leave</i>				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	7-0-0.				

	<i>millage</i>				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
PETTUS	✓				
MILLER					
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
MAYOR HANNA					
	<i>70.</i>				
YOUNG					
ZURCHER					
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
MAYOR HANNA					
YOUNG					
ZURCHER					
TRUMBO					
PETTUS					
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
MAYOR HANNA					

**FINAL AGENDA INFORMATION
FOR
JUNE 16, 1998
CITY COUNCIL**

AGENDA SESSION:

-Bid 98-39 (D) was removed from consent agenda and placed as the first item of New Business

HANDOUTS FROM AGENDA SESSION:

-Additional information for item D under New Business, Summit Water Tank Site.

-Additional information for item H under Consent Agenda, Hamestring Sewer.

-VAC 98-7, item was placed under New Business, item E.

-Lease Agreement, item was placed under New Business, item F.

-Refund and/or Rollback, item was placed under New Business, item G.

ATTACHED HERE:

- Minutes from June 2, 1998 meeting, item A under Consent Agenda.

-Additional information for Summit Tank Site, item D under New Business.

-Completed cover sheet for Summit Tank Site, item D under New Business.

-Information items from Parks and Recreation and Bid Quotations, item H, under New Business.

PRELIMINARY CONSTRUCTION COST ESTIMATE

PAGE 1 of 2

WRMC ASSISTED CARE UNIT**FAYETTEVILLE, ARKANSAS**

MAY, 1998

NWE NO. 98033.00

ITEM NO.	ITEM DESCRIPTION	UNITS	EST. QUANTITY	UNIT COST	TOTAL COST
SITE GRADING					
1	Grading	CY	40000	\$6.50	\$260,000.00
2	Temporary Erosion Control	LS	1	\$20,000.00	\$20,000.00
3	Final Seeding & Landscaping	LS	1	\$30,000.00	\$30,000.00
4	Testing	LS	1	\$5,000.00	\$5,000.00
	SUBTOTAL				\$315,000.00
PARKING LOT					
4	Asphalt Paving (8" Base, 3" Surf.)	SY	3680	\$13.00	\$47,840.00
5	2'-0" Concrete Curb & Gutter	LF	1850	\$7.50	\$13,875.00
6	Striping	LS	1	\$5,000.00	\$5,000.00
7	Testing	LS	1	\$1,500.00	\$1,500.00
	SUBTOTAL				\$68,215.00
ONSITE STREET					
7	24' Asphalt Street (6" Base, 4" Binder, 2" Surf.)	LF	1450	\$50.00	\$72,500.00
8	2'-0" Concrete Curb & Gutter	LF	2900	\$7.50	\$21,750.00
9	6' Concrete Sidewalk	LF	2900	\$18.50	\$53,650.00
10	Testing	LS	1	\$5,000.00	\$5,000.00
	SUBTOTAL				\$152,900.00
OFFSITE STREET & STORM DRAINAGE					
10	24' Asphalt Street (6" Base, 4" Binder, 2" Surf.)	LF	500	\$50.00	\$25,000.00
11	2'-0" Concrete Curb & Gutter	LF	1000	\$7.50	\$7,500.00
12	Storm Drainage	LF	500	\$30.00	\$15,000.00
13	Standard Curb Inlet	EA	12	\$2,000.00	\$24,000.00
14	6' Concrete Sidewalk	LF	1000	\$18.50	\$18,500.00
15	Grading	CY	4000	\$6.50	\$26,000.00
16	Erosion Control & Seeding	LS	1	\$5,000.00	\$5,000.00
17	Testing	LS	1	\$3,000.00	\$3,000.00
	SUBTOTAL (x 50%)				\$62,000.00
STORM DRAINAGE					
14	18" CMP	LF	360	\$22.00	\$7,920.00
15	18" RCP	LF	180	\$28.00	\$5,040.00
16	24" CMP	LF	570	\$30.00	\$17,100.00
17	Box Culvert	LS	1	\$50,000.00	\$50,000.00
18	Standard Curb Inlet	EA	12	\$2,000.00	\$24,000.00
19	Curb Inlet Extension	EA	8	\$500.00	\$4,000.00
20	Junction Box	EA	1	\$2,000.00	\$2,000.00
	SUBTOTAL				\$110,060.00

INFORMATION FOR AGENDA ITEM-OLD BUSINESS II.B.- WRMC APPEAL

MEMORANDUM

TO: ALETT LITTLE, PLANNING DIRECTOR, CITY OF FAYETTEVILLE
FROM: CRAIG HULL, AICP, NICKLE-HILL GROUP, INC.
SUBJECT: DEMAREE MEDIA 1780 HOLLY REZONING
DATE: JUNE 9, 1998
CC: BRETT HASH, PRESIDENT

R.
JUN 11 1998
CITY PLANNING DEPT.

Transmittal

Please find attached the original executed Bill of Assurance which Demaree Media, Inc. has prepared and revised as a companion submittal to their request for a rezoning. Please advise if there are other matters required before the next Council meeting scheduled for 6/16/98 @ 6:30 P.M.

Thank you for your cooperation and assistance in this matter.

BILL OF ASSURANCE

This declaration of a Bill of Assurance made this 9th day of June, 1998, by the undersigned, owners of the following real estate described in Exhibit "A" attached hereto and made a part hereof located in the City of Fayetteville, Washington County, Arkansas.

WHEREAS, the aforesaid owners of the real property described in said Exhibit "A" have agreed that the present building will not be enlarged in square footage and no other structures will be erected on the property listed in Exhibit "A"; and

WHEREAS, the owners are desirous of making a declaration of the same in the form of this Bill of Assurance with the intention of guaranteeing the preservation of certain values and amenities in the community and to bind the owners and the owners' successors and assigns and the real estate described in Exhibit "A" and its subsequent owners with the obligations and restrictions hereinafter set forth for all present and future development and use of said property.

NOW, THEREFORE, the owners declare that the above described property shall be held, developed, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth:

1. The building located on the property described in Exhibit "A" as of the date of this Bill of Assurance shall not be enlarged in square footage and should any partial or complete reconstruction or replacement of such building take place in the future, such reconstruction or replacement shall be limited to the total square footage contained in the building as it exists on the date of this Bill of Assurance.
2. The property described in Exhibit "A" as of the date herein below shall not be further developed with square footage in excess of that which existed on the date of this Bill of Assurance, with the exception of single family residential uses meeting the code requirements in existence at the time of their development.

WITNESS our hands this 9th day of June, 1998.

DEMAREE MEDIA, INC.

By: [Signature]
BRETT HASH, PRESIDENT

By: [Signature]
REBA P. DEMAREE, SECRETARY

(SEAL)

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS:
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public duly commissioned, qualified and within and for the County and State aforesaid, appeared in person the within named, Brett Hash,

WITNESS my hand and seal as such Notary Public this 9 day of June, 1998

My Commission Expires:
7-15-2000

MARSHA L. JOHNSON
Washington County
Notary Public-Arkansas
My Commission Expires July 15, 2000

[Signature]
Notary Public

EXHIBIT A

Legal Description of 1780 Holly Street, Fayetteville, AR

Legal Description: Per Deed Book 1261, Page 531

Part of the North Half of the Southeast Quarter of Section Eight, Township Sixteen North, Range Thirty West, as described as follows: Beginning at a point 20 ft North and 200 ft West of the SE corner of said twenty acre tract, and running thence West 300 ft; thence North 340 ft; thence East 300 ft; thence South 340 ft to the point of beginning, containing 2.34 acres, more or less.

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, June 2, 1998, at 6:30 p.m. in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: Mayor Fred Hanna, Aldermen Heather Daniel, Cyrus Young, Randy Zurcher, Trent Trumbo, Donna Pettus, Len Schaper, Stephen Miller, and Kit Williams, City Attorney Jerry Rose; City Clerk/Treasurer Heather Woodruff; staff; press; and audience.

Mayor Hanna called the meeting to order with eight aldermen present.

NOMINATING COMMITTEE REPORT

Alderman Daniel moved to reappoint Bill Mandrell and Reed Greenwood to the Walton Art Center Foundation Board and Marion Orton to the Board of Adjustments and Sign Appeals.

Alderman Young seconded the motion. Upon roll call, the resolution carried by a 8-0-0 vote.

CONSENT AGENDA

MINUTES: Approval of the minutes from the meeting of May 19, 1998.

BID 97-64: Award of Bid 97-64 to Mobile Concepts by Scotty for a children's fire safety house in the amount of \$25,174.00 and approval of a budget adjustment in the amount of \$12,587.00.

RESOLUTION 65-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

ABOVE GROUND FUEL FARM: A resolution approving Amendment #1 to the contract with McClland Engineering in the amount of \$2,000.00 for additional engineering services in the design of the Airport's new above-ground fuel farm.

RESOLUTION 66-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

BID 98-40: A resolution awarding Bid 98-40 to Barton Freightline Inc. In the amount of \$91,621.00 for the purchase of a H. D. Cab and Chassis with mounted bulk waste crane and dump body for utilization in the City's solid waste bulk pick-up program.

RESOLUTION 67-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

BID 98-37: A resolution awarding Bid 98-37 to DYCHEM International, Inc. for the purchase of an automated drive-thru equipment wash and supplies.

RESOLUTION 68-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

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BID 98-42: A resolution awarding Bid 98-42 to Williams Ford Tractor and Equipment in the amount of \$82,818.00 for tractors, mowers, and various haying equipment to be utilized for hay management operation at the sludge site and parks mowing operations.

RESOLUTION 69-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

WEDINGTON IMPROVEMENT DISTRICT: A resolution appointing two new members to the Wedington Drive Sewer Improvement District board.

RESOLUTION 70-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

Alderman Daniels moved to approve the consent agenda. Alderman Zurcher seconded the motion. Upon roll call, the motion carried on a vote of 8 to 0.

OLD BUSINESS

VA 98-4.00/ VACATION/ FENNEL

Mayor Hanna introduced an ordinance vacating approximately 12' X 72.5' of an existing alley at 310 West Dickson Street. The request was submitted by Hiegel-Miller Architects on behalf of Joe Fennel.

City Attorney Jerry Rose read the ordinance for the second time.

In response to questions from Alderman Williams, Mr. Rose stated the ordinance would vacate the alley, but an easement would be reserved for utilities and drainage. The ordinance was recordable and would be recorded. He did not believe the letter from the property owner to the adjacent property owner's regarding access could be considered a valid easement. It was not recordable. He added the Council would be opening the alley back up if they required an access easement.

Alderman Williams moved to suspend the rules and go the third and final reading. Alderman Zurcher seconded the motion. Upon roll call, the motion carried by a vote of 8 to 0.

City Attorney Rose read the ordinance for the third time.

Alderman Young requested that the minutes reflect Mr. Rose's comments that if the adjoining property owners had a problem with access they were to contact Mr. Fennel and not the City.

Mayor Hanna called for the vote, which passed on a vote of 8 to 0.

ORDINANCE 4098 AS RECORDED IN THE CITY CLERK'S OFFICE.

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AMENDING RULES OF ORDER

Mayor Hanna introduced a resolution amending the rules of order of procedure to require the support of two aldermen in order to place a discretionary item of new business on the City Council agenda.

Alderman Williams explained the amendment would only affect those items which recieved an objection to being placed on the agenda. He added the amendment was very similar to Roberts Rules of Order which required a motion and a second before there is discussion. He felt most itmes woudl receive a second. If an item could not receive a second, then the council should not take up the public's time.

Alderman Daniel stated if the item would die at the council meeting if it did not receive a second.

Alderman William confirmed that it would, however, if the item were placed on the agenda, then people would come to the meeting exspecting to discuss it. This would save the public's time and effort in coming to the meetings.

In response to comments from Alderman Schaper, Alderman Williams explained his orginial the number of alderman had changed from three to two to be consistant with Roberts Rules of Order..

City Attorney Rose read the resolution.

Alderman Zurcher stated he could not see the need for the resolution believeing their current procedure was adequate.

Alderman Williams replied the amendment was more for the public's benefit than for the council's. Currently, an alderman could present anythingand have it on the agenda. This resolution would prevent them from not recieving a second and dieing at the council meeting.

Alderman Zurcher stated if the people wanted to come and speak on a subject, then the aldermen should want to listen to them.

Alderman Williams reiterated, if an item had no support from the aldermen, then it did not need to be placed on the agenda. He felt at least two out of the eight members of the city council should want to hear a subject before it was placed on the agenda.

Major Hanna explained the council did not vote or make any motions at the agenda session. The current procedure allowed an aldermn to place any item on the agenda. This resolutin would require at least two aldermen to support the item being placed on the agenda.

Alderman Schaper stated because of Freemdom of Information Act, the aldermen were not allowed to discuss any item before agenda session. They would not have the opportunity to

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review the request, because no private conversations could occur among the alderman.

Alderman Young stated the public had been allowed to bring up new issues at the end of meeting in the past. This no longer occurred. He felt the amendment would make it harder for the public to place items on the agenda.

Alderman Williams explained only in the instance that an alderman objected to a item being placed on the agenda, would a second vote be required. He added if the item failed to receive a second, it could be presented at the next agenda session. He felt having two aldermen agree to place a item on the agenda was a very low standard.

Alderman Trumbo felt the amendment would be a good house keeping measure.

Alderman Daniel stated she would not be supporting it.

Alderman Pettus stated the aldermen were often hit cold with an item and were not sure weather or not to support an item. She would not support the item.

Mayor Hanna called for the vote. Upon roll call the motion failed by a vote of 2 to 6, with Aldermen Pettus, Miller, Schaper, Daniel, Zurcher, and Young voting nay.

NEW BUSINESS

BATES PARK PLAYGROUND

Mayor Hanna introduced a resolution awarding \$49,856.32 to Diversified Recreation for the Bates Park playground project. The total estimated cost of the project is \$56,857. The Parks and Recreation Advisory Board will contribute \$29,000 from their Green Space fees. The remaining balance will be paid by the Fayetteville Public Schools and Bates Elementary School. He introduced Ms. Fay Jones, Assistant Principal of Bates Elementary.

Ms. Fay Jones told the story of the Playground in story format.

Alderman Miller moved to approve the resolution. Alderman Williams seconded the motion. Upon roll call the motion carried by a vote of 8 to 0.

RESOLUTION 71-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

RZ 98-10,00

Mayor Hanna introduced an ordinance approving a rezoning request submitted by Demaree Media for property located at 1780 Holly Street. The property is zoned R-1, Low Density Residential. The request is for R-O, Residential Office. The property contains approximately 2.34 acres.

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City Attorney read the ordinance for the first time.

Alderman Trumbo asked if the applicant had offered a Bill of Assurance stating no additional square footage would be added to the building.

Mr. Craig Hull, representative for Demaree Media, stated the Planning Commission had approved the rezoning with the offered Bill of Assurance. He explained the property had developed as a radio station before the neighborhood had developed. He felt the property would be difficult to market with its current R-1 zoning.

Alderman Schaper stated the radio station had always been treated as a conditional use. He felt an R-O zoning would allow very different use of the property. He noted the Bill of Assurance only covered the existing structure. He questioned the other possible uses for the remaining land and he asked if lot splits were possible.

Ms. Alett Little, Planning Director, stated any lot splits or future developments would have to go before the Planning Commission. She added the applicant had agreed not expand the existing building during the Planning Commission Meeting.

Alderman Schaper expressed concern about further development of the site, which was not covered in the Bill of Assurance.

In response to concerns voiced by Alderman Williams, Mr. Hull stated the intent of the Bill of Assurance the existing building would not be expanded and the site would stay the same.

Alderman Pettus asked why the staff had recommended denial of the rezoning request.

Ms. Little explained the bylaws of the Planning Commission required the staff to make findings. The staff had not been able to make the required finding in order to recommend approval.

Alderman Young stated when a conditional use ceased to be used as the use then it reverted back to its original use. The owners had used and expanded the property with the full knowledge, that it was a conditional use and it would eventually revert back to residential.

Mr. Hull stated his research had reveal that the property had been a radio station since the early 60's and had been transferred to the Demaree family in 1966. The city had allowed the owner of the radio station to expand the building twice. He felt the City had reassured the owners that they condoned the use by allowing the expansions.

Alderman Schaper believed the property owners knew taking a chance when they expanded. They could sell the property to anyone. If someone wanted to use the building for anything other than residential, they would have to come to the city for a conditional use. He felt there were

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uses allowed in an R-O zoning that would not be desirable near an R-1 zoning district.

Alderman Trumbo building needed to be kept a viable structure.

Alderman Pettus questioned the types of uses allowed in an R-O zoning district.

Ms. Little listed professional offices, veterinarian offices, artist studios, and sales of professional equipment which were related to those types of businesses. Most of the businesses allowed in R-O districts would not generate much traffic.

Alderman Williams stated the R-O zoning had been created to mix residential with businesses to act as a transition. Uses would be low impact. He did not believe the rezoning would have more of an impact on the neighbors than the existing radio station.

Mayor Hanna asked Ms. Little since the use of the property predated the zoning, if the radio station was a use by right or a conditional use.

Ms. Little explained the radio station was considered a conditional use, because the owners had expanded the existing building. A conditional use had been granted twice to allow the radio station to enlarge the building and continue operation.

Mr. Hull stated the rezoning was necessary to affectively market the property. The owners were willing to offer a Bill of Assurance to ensure the property would not be further developed.

Mr. Rose advised the State of Arkansas did not condone contract zoning. A Bill of Assurance could not be required as a condition for the rezoning. It had to be offered by the applicant and it could contain whatever the applicant wanted.

Mr. Joe Alexander, a Fayetteville resident, stated it should be the property owner's right to do what they wished with the property, unless the city could prove there was going to be significant damage.

Alderman Young expressed concern about setting a trend toward turning Conditional Uses in to a rezoning.

Alderman William felt decisions should be made on a case by case basis.

Mayor Hanna stated people had a right to submit a rezoning request every twelve months for any piece of property.

In response to concerns voiced by Alderman Young, Alderman Williams reasoned one of the advantages to having a conditional use was to find out if the use bothered the surrounding

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neighbors. There had been no complains about the radio station.

Alderman Zurcher explained they were not talking about the current business. They were discussing the property. There were problems with R-O zoning. The affect had not been mixed use. He had observed the buildings in R-O zones were empty at night, which encouraged loitering at night. He would like to eliminate R-O zoning.

Alderman Miller read from the Planning Commission minutes where the applicant had stated that no changes would be made to the property. He felt the statement included no lot splits, no extra buildings, or expansions.

Mr. Hull agreed with Alderman Miller's assumption and added, the owners had agreed to remove the towers and satellite dishes which would improve the looks of the property. He felt the bill of assurance offered was a good offer. He felt this was a unique situation, where the property had long history.

The item was left on the first reading.

PLANNING COMMISSION APPEAL

Mayor Hanna introduced an appeal submitted by Burke and Eldridge on behalf of Washington Regional Medical Services for a large scale development off Millsap Road and Wimberly Street. The request is to appeal the Planning Commission's decision to deny a waiver request from placing utilities underground and the construction of standard city street.

Alderman Schaper stated he would be abstaining, however, he would reserve the right to speak on any general discussion of underground utilities.

Mr. Kurt Jones, Crafton Tull and Associates, stated there were three conditions of approval required by the Planning Commission which he wished to address. He asked the council to waive the requirement to place the existing over-head lines underground. The estimate for the relocation had been approximately \$500,000 or \$200 per liner foot. He added Swepeco had not placed this size line underground before. He stated the city council was allowed under the current ordinance to grant waivers due to financial hardship.

In response to a question from Alderman Schaper,

Mr. Jones stated he did not know the size of line, however, it carried a 900 amp load.

Ms. Little stated it was a 12 Kilovolt line.

Mr. Jones explained Swepeco did not have 900 amp equipment. Their equipment was sized for 600 amp or 1200 amp. He noted there was a large cost difference between the two sizes if

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required to go underground.

Mayor Hanna asked if the lines they were discussing were the lines around the perimeter of the property and if the lines were existing.

Mr. Jones reassured all new lines would be placed underground. The existing lines were along the perimeter of the property and did not serve this property exclusively. They were transmission lines which ran along the existing section lines of the property. The financial burden of \$200 per liner foot was roughly equivalent to a new four-lane highway.

In response to questions from Alderman Schaper, Mr. Jones stated the overhead line to the west was not located on this property.

Ms. Little added the line to the west was a three-phase line which ran from the 12 kilovolt line. It was the feed to the North Hills Medical Park. All the lines in the Medical Park were fed from this line.

Alderman Trumbo liked the Underground Utilities ordinance, however, waiver would be required from time to time. He added the proposed development was greatly needed in Fayetteville.

Alderman Schaper stated the purpose of the ordinance was for visual impact. The alternative to placing the lines underground was to place them at the rear of the property. He felt that condition had been met.

In response to comments from Alderman Schaper, Ms. Little explained Tract C had already been assessed the cost of placing the line underground. She believed their cost would be approximately \$21,000.

Ms. Little explained the property was located within the Overlay District and was not part of the Overhead Utility Ordinance.

Alderman Williams felt the estimate was very considerable for such a small benefit. He added he had problems mandating a procedure that had not been done in the State of Arkansas.

Mr. Jones stated it was not impossible to bury the line, but it had not done it before of the increased cost. He believed it was not financially feasible. He added there were also maintenance issues. Overhead lines could be repaired within a couple of hours. Underground lines could take couple of days to locate the problem and make the repairs.

Alderman Schaper noted there were fewer problems with buried lines.

Alderman Williams believed the applicant had made a good case on the basis of financial

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hardships. He added the use of the land needed to be taken into account. This was an extended long term care facility. The city needed to make the project feasible.

Alderman Schaper replied the project was located in a very attractive professional development. The standard needed to be maintained and even improved upon to make the property more attractive.

In response to questions from Mr. Schaper, Ms. Little stated the owners of Tracts A, B, and C had met on Monday. Tract A, Staffmark, had been assessed a cost for placing their lines underground. Their estimate had been approximately \$79,000. Tract C had also been assessed, their estimate had been \$21,000 for the portion to the south and \$70,000 for the line to the north. All three of the tracts were going to be developed at the same time. The owners had met with Swepeco on Monday. She noted every time there was a turn in the line a switching mechanism was required, which was a large box which ranged from \$20,000 to \$40,000 per box. She believed if the number of turns could be reduced then the cost could be reduced. Mr. Burrack, Swepeco, had stated he would be more comfortable serving the properties from two different directions, in the event service was disrupted in one direction.

Mr. Jones stated he had spoken with Mr. Burrack after the meeting. Mr. Burrack had indicated that there was not a more economically way to route the line. Mr. Burrack believed the cost might change 10 to 15% total.

Alderman Schaper stated he would like to know why it was so expensive to place the lines underground.

Mr. Jones stated Swepeco was under no obligation to come to the meeting and supply the information.

Mayor Hanna noted the overhead lines were existing and that the developers had designed the tract so that the lines ran to the rear of the property. He felt city needed to take care of the citizens in two directions. They wanted Fayetteville to as nice as possible, but they did not want to make it impossible to develop. He believed the utility company had their reasons for placing the lines in their current locations. He felt the proposed assistant care facilities fit very well into the North Hills Medical Park.

Alderman Miller asked what would happen to money from the other developers in the area if this developer was not required to place utilities underground.

Ms. Little replied the City had not received the money. The number used to estimate the cost of placing the lines underground had been an assessment for the large scale developments. She added Tract A was owned by Staffmark. They were continuing with their development. Tract C was owned by a partnership called Smith-Brooks. They had not continued with their

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development. It had been her understanding the property had been transferred from Harvey Smith to Smith Brooks. If the property had changed ownership, then the new owners would have full knowledge of the cost of relocation.

Alderman Trumbo asked if Tract C had back out of their development because of the cost of relocation of lines.

Ms. Little thought the cost of the relocation was part of it, however, she believed there were other reasons.

Alderman Trumbo noted Tract A was being developed by a multi-million dollar corporation. Tract C was a non-profit organization.

Alderman Daniel stated she had checked on the organization. Technically it was considered non-profit, but it was a business. They were not like Habitat for Humanity. This was a big business. It was different from a couple or family with a small project.

Mr. Mike McGlen, Vice President of Clinical Services, stated this was a Fayetteville City Hospital project. His company had taken over the operation of the hospital. They were wanting to offer another alternative to citizens, assisted living.

In response to questions from Alderman Schaper, Mr. McGlen stated any more delays would put the project in jeopardy.

Mr. Rose advised that the ordinance required a vote by the majority to hear the appeal.

Alderman Trumbo moved to hear the appeal. Alderman Pettus seconded the motion. Upon Roll call the motion carried by a vote of 8-0-0.

In response to questions from the aldermen in reference to the requested street waiver, Mr. Jones stated the Planning Commission had required the developer to place money in a security bond for one half of a standard street for the length of the east property line to the connection of Plainview. The requirement was basically an off-site street assessment. He did not believe the street connection was necessary for the operation of this development. The street would not be constructed in conjunction with this development and would not service this development.

In response to questions from Aldermen, Ms. Little explained the Master Street Plan had a connection from Monte Painter Drive, diagonally through this site to Longview. To build in their chosen location, a Master Street Planned street was being relocated. The Planning Commission required as a condition of the Large Scale Development that the street that went through the center of the property be born by this facility. In addition that one-half of the cost of the connection between Longview and Plainview, near the new fire station would be located.

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Mr. Jones stated they were also requesting a waiver from the requirement that they construct the street on-site to the west property line. He proposed constructing the street to the edge of this facility. The developer was willing to grant right-of-way for the remaining portion. He added the road would only dead end at the property line. The street addition would be acting as a drive into the facility and would be constructed to city standards. The street between Plainview and College was nowhere near being a collector street and would not adequately serve the project.

Alderman Schaper commented a developer was never required to put up for the entire cost the construction of a collector street. He questioned the extension to the east. He noted the benefit to having access from both directions, especially with the new fire station along Plainview.

Mr. Jones agreed the street would benefit the project, but his concern was the cost/benefit ratio. He did not believe it would benefit the facility as much as it would cost. He questioned the ordinance that allowed the Planning Commission to assess the off-site improvements.

In response to questions from Aldermen, Mr. Jones stated the estimated cost of their half of the street would be \$75,000.

Alderman Williams did not believe many people living at the assisted care facility would be driving. He thought it might be more appropriate to require the off-site improvement when the other part of the property developed with a higher traffic use. However, he did not have a problem requiring the street construction to the property line. The city required stub-outs in most developments. The adjacent property would need the stub out when it developed. He expressed concern with the off-site requirement.

In response to comments from Mr. Jones, Ms. Little stated the General Plan 2020 had a policy of connectivity. The Planning Commission and felt a connection to Longview would be in the public's best interest.

Alderman Schaper did not believe the \$62,000 requested for the street improvement was a lot of money in the grand scheme of things and the life of this facility. He suggested separating the appeal into two pieces and voting separately on each waiver.

Alderman Trumbo moved to approve the waiver request for the underground utilities. Alderman Pettus seconded the motion. Upon roll call, the motion carried by a vote of 4-3-1. Alderman Daniel, Zurcher, and Schaper voting nay. Alderman Young abstaining.

Mr. Jones stated they were in agreement with the location of the street. The issue was assessed the cost of the off-site improvements. He had not seen the ordinance which supported the off-site assessment. The proposed facility was a low density development and would not generate much traffic and could be serviced by one access.

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Alderman William stated it was a question of fairness. The city usually required developers to construct the streets on their property. He did not understand the requirement to make this developer pay for another developer's share of the road. Especially if the development would not be generating a lot of traffic.

Alderman Miller stated he had to look at the property before making a decision.

Mayor Hanna stated the appeal for the street placed on the next agenda.

SEWER REHABILITATION

Mayor Hanna introduced a resolution awarding a contract to Jones Brother, Inc. for White River Minisystem 15 sewer rehabilitation in the amount of \$645,080.85 with a \$64,508 contingency for sewer lining.

Alderman Williams explained the request was for a large amount of money, however this was an ongoing project, that the city had been spending a lot of money on in the last couple of years to upgrade the city's sewers. He felt this needed to go forward.

Alderman Miller stated this was a good improvement. It was very important to the health of the citizens.

Alderman Schaper moved to approve the resolution. Alderman Young seconded the motion. Upon roll call, the motion carried by a vote of 7-0-0. Alderman Zurcher was absent for vote.

RESOLUTION 72-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

SEWER REHABILITATION

Mayor Hanna introduced a resolution awarding a contract to T.G. Excavation in the amount of \$186,543.00 with an \$18,654 contingency for White River Minisystem 15 sewer rehabilitation pipe bursting .

Alderman Miller moved to approve the resolution. Alderman Young seconded the motion.

Alderman Schaper noted the problems with pipe bursting in the past.

Mr. David Jurgens, Water and Sewer Superintendent, they did not allow the type of method that had fail in the past. This was being done under contract. The risk level was much higher for the contractor, than in the test. They would also be using methods which had been proven across the country.

Upon roll call, the motion carried by a 7-0-0 vote. Alderman Zurcher was absent for vote.

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RESOLUTION 73-98 AS RECORDED IN THE CITY CLERK'S OFFICE

SEWER REHABILITATION

Mayor Hanna introduced a resolution approving a contract with Insituform Texark, Inc. in the amount of \$228,937.50 with a \$22,893 contingency for White River Minisystem 15 sewer rehabilitation for pipe bursting.

Alderman Miller moved to approve the resolution. Alderman Trumbo seconded the motion. The motion carried by a vote of 7-0-0. Alderman Zurcher was absent for the vote.

RESOLUTION 74-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

CHAPTER 33 AMENDMENT

Mayor Hanna introduced an ordinance amending Chapter 33 of the Code of Fayetteville to provide for the Board of Adjustments, the Plat Review Committee, the Subdivision Committee, the Tree and Landscape Advisory Committee and the Board of Sign Appeals.

City Attorney, Jerry Rose, explained the ordinance would allow them to place the board and commissions into an area of code in which all of the departments and committees are located. The ordinance would wipe out the existing ordinances and reformat them into the UDO format. The changes would make the ordinance more user friendly. It would also make the problems with the existing ordinance easier to see and to correct.

Mr. Rose stated three copies of the code would be located in the city clerk's office.

City Attorney Rose read the ordinance for the first time.

Mr. Rose reassured they were not creating any new ordinance. They were only moving them to another section.

The ordinance was left on the first reading.

DELETING TITLE 15

Mr. Rose read the ordinance for the first time. Stating three copies would be placed in the City Clerk's office for inspection.

Alderman Schaper explained the goal was to reformat the existing code. And not to make substantial changes.

Alderman Young added once the format was changed, then they could come through and make changes to individual ordinances.

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The ordinance was left on the first reading.

SUTTON PARK

Mayor Hanna introduced a resolution authorizing the Mayor and the City Attorney to make an offer of purchase to the current owner of the proposed Sutton Street Park.

Alderman Young stated he had been asked by citizens to place the item on the agenda. He expressed concern about some of the Parks Board's decisions. The people in the central part of the city had been paying taxes for parks and yet when the opportunity came for the City to purchase land for a park, the Parks Board could not find the money. The Board required the neighborhood to help raise the money to purchase the park.

Alderman Williams stated this would be a good location for a park. He noted the Parks Board had voted, 5-1, to try and purchase the land as a park. He could not remember another situation, where a neighborhood group had been asked to contribute funds to a park. He felt the people within the central part of the city had seen benefits. There had been improvements to Wilson Park and the Square Gardens. He added there would soon be a new park where the old water towers were. They had not denied any part of the town benefits. He agreed they had spent a lot of money on Gulley park and a sports complex off Salem. It was his understanding that it was the owner's wish for it to become a park. He thought it would be a good addition, but the surrounding neighbors needed to be taken into consideration.

Alderman Daniel stated she was disappointed in the way things had turned out. She stated she was willing to listen to everyone.

Alderman Pettus stated it was her understanding that the property had been sold to another party, so the council was considering to make an offer to the new owner.

Mr. Rose read the resolution.

Alderman Miller stated he had campaigned for small neighborhood parks. He felt there was some confusion between athletic facilities and parks. He felt Wilson Park was an athletic facility. To him a park was a green area. He would support this park.

Alderman Trumbo stated Ms. January had made a business decision to sell the property to someone who had made a bonafide offer. He stated he would have a problem condemning the land for use as a park. He noted the Keating's lived across from the property and they would not let the property deteriorate.

Aaron Bleidt, Vice Chair of the Parks Board, stated the Parks Board had voted 5-1-0 to support the park. They had also voted to cost share.

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Alderman Trumbo asked if this was the first time the Parks Board had required a neighborhood to cost share.

Mr. Bleidt did not call other instance.

Alderman Pettus asked why the Board had required the \$25,000 from the citizens.

Mr. Bleidt stated the Parks Board had felt it needed to be a community endeavor. There was also only \$50,000 allocated for land acquisition.

Alderman Schaper pointed out it was only 100% of the line item because the Parks Board had stated the amount was adequate. He had advocated for years to increase the amount for land acquisition and less on sports complexes. He added the council authorize the expenditure of funds. He found the cost sharing arrangement strange. He wished the Board had brought forward a recommendation to purchase the property with a budget adjustment.

In response to questions from Aldermen, Mr. Bleidt added the public meeting and the appraisal had taken a large amount of time. In addition the Parks Department underwent a lot of changes.

Mr. Kevin Crosson stated there had been considerable opposition to the park by the people living adjacent to the property.

Mr. Bliedt added there had been two public hearings because of the opposition.

Alderman Miller questioned why the Parks Board had only set aside \$50,000 a year for new parks.

Mr. Crosson stated there were two competing interests: buying extra park land and maintaining the existing parks. The Parks Department had over 50 facilities to maintain at a certain level. Currently, there was the HMR Tax and the greenspace allocation. They had not had those allocations in the past. They were currently playing catch up. Acquisitions had to be made when they made sense.

Alderman Miller stated he had mowed the small park in his neighborhood three times this year.

Alderman Schaper stated much of the money generated by the HMR Tax was currently being used for the facilities such as the softball complex. He felt the allocations were unbalanced. It was clear that \$50,000 was not adequate for land acquisition.

Mr. Bliedt stated the property had been purchased since the Parks Board's last meeting.

Alderman Trumbo asked the estimated cost to maintain the proposed park.

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Ms. Edmundston estimated \$1,300 per year.

A petition was presented to the council in support of the park.

Ms. Kathy Thompson, 507 North Walnut, stated she was co-chair of Citizens for Sutton Street Park. She had recommended to the Parks Board that the park be purchased. She felt this was a city wide issue. The city needed to preserve and save greenspace to improve the quality of life for present and future generations.

Dick Keating stated it was sad that this issue had such a divisive affect on their neighborhood. His intentions had always been clear. He did not see any of the reasons for making this area into a park. He added private ownership had proven to be a good guardian of this property in the past. He felt it could be so in the future. The lot looked like a park because of the private ownership that developed it. All the improvements had been constructed with private money. The mini parks were not cost effective. The city could not maintain them adequately. He believed the city's money could be more effectively spent on funding and protecting city wide parks like Walker, Wilson, and Gulley. He did not believe the neighbors had a right to the property. The group had lost sight of the meaning and the value of private property. This property was put up for sale, and offers were made. With full knowledge of both offers, the present owner opted for his offer. He intended to buy it for the good of the neighborhood and the desire to preserve its natural beauty. They would prove to be good stewards of the property.

In response to comments from Alderman Williams, Mr. Keating stated a group of them had purchased the property thru his accountant. They had made the offer in this manner to avoid competition and confrontation. There was nothing unethical about the offer. Ms. January was comfortable with the offer.

Alderman Young asked if they planned to build on the property.

Mr. Keating replied they would like to place a small single family house on the furthest part of the property toward Olive Street. He was thinking about moving there.

Alderman Schaper asked what would happen with the remaining part of the lot.

Mr. Keating expected the lot to be much like his.

Mr. Orland Maxfield urged the Council and citizens to acquire the property. The Sutton Street tract was located within the Washington Willow Historic District. The Historic District Commission had supported the acquisition of this land. He asked the council to acquire the property by whatever means necessary. He noted none of the historic districts had a park. He stated this tract was the only tract that was not developed in the district.

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Mr. Wyatt Wright, 346 N. Walnut, the back of his house was 20' from the proposed park. He stated the group of citizens for the park had offered to help raise the money for the park. He did not believe the property had been used as a park. The January's had restored the property over a number of years. They had intended to build themselves a house on the southeast corner of the property. They had discussed fencing the property because of the problem with public use. He had been authorized by the January's to ask people to leave and he had done so. He stated the property had never functioned as a public park in the 13 years he had lived in the area. The owners had always viewed it as a home site. The Parks Board chairman had stated that most park land was purchased at below market value, which was the reasoning behind requiring the group to help raise the money. He felt the park would serve only the interest of a small group of people.

Alderman Schaper stated small neighborhood parks did serve a function. They did not have the same function as Wilson or Gulley. They were to serve the neighborhood. Most of the traffic would be from pedestrians. He did not believe the area east of College was able to be served by Wilson Park.

Mr. Wright stated the difference between this property and other parks was that this was ring very tightly with homes.

Alderman Daniel noted the park would be very hidden because of its location. She did not believe many people outside the neighborhood would come to the park.

In response to comments from Aldermen, Mr. Wyatt asked if the City would be as good of a steward as Ms. January had been.

Ms. Kindle Curry stated she often went to Sutton Park during lunch to meet her family. She felt the park would be greatly appreciated and felt precautions could be taken to prevent problems. She suggested several ways to preserve the quite nature of the park.

Mr. Bill Keating, 338 Washington Street, stated if so few people were going to be using the park, then spend everyone's money on it. He stated the current bridge, would have to be torn down because it did not meet any of engineering standards. He and his brother had purchased six to seven abandoned houses and restored four of them, rather than demolished them. They had remodeled houses on Lafayette, Washington, Sutton and Hyland Street. They had given property to the City. They had also given a lot to Habitat for Humanity and the entrance to Gulley Park. They had down zoned property and constructed single-family homes in R-2 zoning. He had lived next door to Jim January for ten years. They had discussed developing the lots and they had drawn plans. The greenspace fees for first five months of 1998 were \$17,000. In 1997 the fees were \$45,000. The greenspace fees were not coming in. He felt there would be problems with the feasibility of maintaining parks.

Alderman Schaper asked Mr. Keating if he was part of the group which purchased the property.

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It was his understanding the property had been on the market for some time. He questioned why they had not made an offer before.

Mr. Keating replied he had thought about it, but it had been too expensive. Once the price was affordable they made an offer. His brother was considering moving to lot.

Mr. Dick Keating stated they had looked at the property from the beginning, but they could not afford \$79,000. They had always thought that it was worth \$50,000. They had read in the paper it was available at \$50,000.

In response to questions from Alderman Miller, Mr. Dick Keating stated Ms. January's real estate agent had presented her with both offers, and she had accepted theirs.

Mr. Bill Keating stated when the Historic District was formed, many of the people were opposed to the controls. Now they liked them.

Alderman Pettus asked if they would be interested in selling the land for a park.

Mr. Bill Keating replied he could not speak for his partners. He would like to develop the lot with a single family home.

Alderman Pettus stated the resolution before them was whether or not to make them an offer on the property.

Alderman Young expressed concern about the Keatings overbuilding the lot. He felt Mr. Keating only valued the lot if it had a house on it.

Mr. Bill Keating responded he found value in the property when there were children and private ownership, when they maintained it. The city had guidelines on how to develop properties. He would be laughed out of the building if he tried to overdevelop the property.

Rick Alexander, 231 E. Dickson, stated this was the only property within the Historic District that had not been developed. He stated there were 650 signatures supporting the park. He asked the city to use its power of eminent domain to condemn the land. He felt the community wanted and needed to have this park.

Evan Calhand, young resident, stated he often played in the park. He asked the council to make the land a park because many kids liked to play there.

Katie Reynolds, resident, felt there was a need for a park in the area to keep it a nice place to live. The city needed to preserve greenspace.

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Alderman William stated the offer should be \$51,000 exactly what they had offered to purchase the property for. He did not believe it would be fair to pay above market value for the land. He did not believe this offer would be accepted. He felt they would be faced with condemnation of the property to make the property a park.

Alderman Pettus asked if there would be a problem with offering more money for the land.

Mr. Rose stated they were obligated to offer what they believed to be fair market value.

Alderman Zurcher stated he would like to make an offer on the land. He would like to bump up the price in hopes they would not have to go to court. He felt the property had always been used as a park.

Alderman Trumbo stated they should make an offer to the Keating's, but as a banker he had never seen someone buy something for more than it appraised for.

Alderman Williams stated there was a need for both types of parks. But he was not willing to condemn the land yet. He felt they needed to make an offer on the land.

Alderman Pettus moved to purchase the property for \$52,000. Alderman Miller seconded the motion. Upon roll call, the motion carried by a vote of 8-0-0.

RESOLUTION 79-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

STAFF REVIEW FORM

X AGENDA REQUEST, City Council meeting of June 16, 1998

<u>FROM:</u>	<u>Don Bunn</u>	<u>Engineering</u>	<u>Public Works</u>
	Name	Division	Department

ACTION REQUIRED:

Resolution approving a construction contract with Kelly Excavating Company in the amount of \$69,590.63 in connection with the Summit Tank Site Restoration Project along with a project contingency of \$14,000.00. Also approval of a Budget Adjustment of \$78,400.00 from Fund Balance to cover the cost of the project.

COST TO CITY:

\$ 84,000.00	\$ 25,000.00	Water and Sewer Imp.
Cost-This Request	Category/Project Budget	Category/Project Name
5400-5600-5315-00	\$ 19,400.00	
Account Number	Funds Used To Date	Program Name
98075-20	\$ 5,600.00	Water and Sewer
Project Number	Funds Remaining	Fund Category

BUDGET/CONTRACT REVIEW:

X Budgeted Item X Budget Adj. Attached

<u>Steph Davis (Blank contract Roomed)</u>	<u>6/10/98</u>	<u>Administrative Services Director</u>	<u> </u>
Budget Coordinator	Date		Date
<u>Marilyn J. Cramer</u>	<u>6-10-98</u>	<u> </u>	<u> </u>
Accounting Manager	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>6-10-98</u>	<u>Yolanda Fields</u>	<u>6-10-98</u>
City Attorney	Date	Internal Auditor	Date
<u>P. Vice</u>	<u>6-10-98</u>	Review of Blank contract.	
Purchasing Officer	Date	7 on comment pg	

STAFF RECOMMENDATION:

It is the recommendation of the Staff that the Council approve a Resolution approving a construction contract with Kelly Excavating Company in the amount of \$69,590.63 in connection with the Summit Tank Site Restoration Project along with a project contingency of \$14,000.00 for a total of \$84,000.00. Also approval of a Budget Adjustment of \$78,400.00 from Fund Balance to cover the cost of the project.

<u>Donald R. Ben</u>	<u>6-9-98</u>
Division Head	Date
<u>Paula Chual</u>	<u>6-10-98</u>
Department Director	Date
<u>BNN</u>	<u>6-10-98</u>
Admin Services Director	Date
<u>Fred Hemm</u>	<u>6/11/98</u>
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res # : _____

Orig Contract Date:_____

CONTRACT
Summit Tank Site Restoration
(Page 1 of 2)

THIS CONTRACT executed this ____ day of _____, 1998 by and between The City of Fayetteville and _____ the Contractor:

WITNESSETH:

For and in consideration of the payments to be made as hereinafter set forth, the Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to construct the improvements described as

Summit Tank Site Restoration

for the City of Fayetteville, Arkansas, in exact accordance with the City's Plans and Specifications for said improvements and the Contractor's Proposal on file at the Office of the City Engineer, which Documents are incorporated by reference hereto, subject to the inspection of and to the complete satisfaction of the City.

1. The City agrees to pay and the Contractor agrees to accept as full and final compensation for all work done under this agreement, the Unit Prices and Lump Sum Prices named in the Contractor's Proposal, such payment to be made in lawful money of the United States, at the time and in the manner set forth in the Specifications.
2. The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. Time is expressly made of the essence of this Contract. If the Contractor fails to complete the work in the time specified he shall pay to the City, as liquidated damages, ascertained and agreed, and not in the nature of a penalty, the damages specified in the Proposal for each day delayed, which shall be deducted from the final amount to be paid under the Contract. Extensions of time may be granted with waiver of liquidated damages as provided for in the Specifications.
3. The Contractor agrees to furnish a Bond, with Surety approved by the City and authorized to do business in the State of Arkansas, guaranteeing the performance of this Contract, for not less than one hundred (100) percent of the amount of this Contract. Said Bond shall be conditioned on full and complete performance of this Contract and acceptance by the City of Fayetteville for the payment of all labor and materials entering into or incident to the proposed improvements and shall guarantee the work against faulty workmanship or materials for a period of one (1) year after completion.

4. The Contractor agrees also to carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by these Specifications and by State Law.

WITNESS OUR HANDS THIS ____ DAY OF _____, 1988

Attest: _____
Fayetteville City Clerk

CITY OF FAYETTEVILLE

By _____
Fred Hanna, Mayor

(Seal)

CONTRACTOR

By Kelly Bros Kelly Excavating
Dym Kelly Owner
Name and Title

WITNESS

Man Ellice Barry

Corporate Seal (if any)

7 EAST 15th Street

Fayetteville Ark. 72701

Business Address

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Parks and Recreation Advisory Board

FROM: *CE*
Connie Edmonston, Parks & Recreation Superintendent

DATE: June 3 1998

RE: PRAB Meeting on Wednesday, June 10, 1998 at 5:30 pm, City Hall Room 219

AGENDA

- I. **Approval of PRAB May 4, 1998 meeting minutes**
Approval of PRAB May 20, 1998 special meeting minutes
- II. **Holcomb Elementary School Student Council Request:**
Holcomb Student Council requested the City to fund half of the cost for soccer goals at Holcomb School Park. Currently there are no soccer goals at the school. West Campus would build the goals. The cost of the materials is \$163 and the cost of nets is \$80. The Parks Division recommended the nets be purchased by the Student Council because they will need to be taken down after use and stored in the school. See attached letter. Staff recommends to fund \$82 from the Northwest Park District Green Space fund.

PRAB MOTION:

- III. **Salem Village Land Donation Request:**
Robert Whitfield, Project Manager of Salem Village, P.U.D. offered to donate an additional eight acres along Clabber Creek that adjoins the current 3.59 acres of park land. Bill Ackerman and Connie Edmonston visited the site with Mr. Whitfield in April. A small portion of the creek near the gazebo will remain with the property owners association for recreational purposes. The land is in the floodway and considered as wetlands. Use is limited by the U.S. Corp of Engineer's Wetlands. This land was considered as part of the P.U.D. requirement for the development. The Planning Office stated there is no provision prohibiting Parks from accepting land used as part of the P.U.D. requirement, however it has never been done before. Clabber Creek extends to the east running through Razorback Golf Course and intersects Hamstring Creek west of Bridgeport Subdivision. See map for possible trail corridor.

During the discussion of the original 3.59 acres obtained from the green space requirement, the developer's covenants stated: "The Floodway, Recreational Green (Tract Three), and Natural Park shall be accessible to the public, subject to wetland restrictions

and trail designation approved by the U.S. Army Corps of Engineers." This land would help Parks begin to acquire a trail corridor along Clabber Creek and possibly to Hamstring Creek. At some point, there would be private property to be obtained for the extension.

PRAB MOTION:

IV. Walker Park Parking Lot:

J & L Construction received the low bid for the construction of the Walker Park parking lot at \$188,500 with a contingency of \$18,850 totaling \$207,350. The bid approval will be on the June 16, 1998 City Council Meeting. The bid was more than anticipated. Staff recommends for PRAB to approve \$23,000 from the Green Space Fund - Southeast Park District. The Walker Park Sr. Citizens, \$25,000 from Green Space will be rebudgeted in 1999 Capital Improvement Program.

V. Ordinance Amendment:

PRAB recommended to increase the ballfield fees for tournaments at the February 11, 1998 meeting. In view of the fees changing periodically based on the rising costs of maintenance and utilities and being comparable with surrounding citys' fees, the City Attorney counseled the ordinance could be amended allowing the Parks and Recreation Superintendent to establish the fees. Attached is a copy of the ordinance amendment for your approval.

PRAB MOTION:

VI. 5 Year Capital Improvement Program (CIP):

Parks Staff is in the process of planning the 5 year CIP. A Facilities Committee meeting will be set to review the plan before the July PRAB meeting.

VII. Other Business:

VIII. Adjournment:

Attachments:

Green Space Monthly Report
HMR Monthly Report
PRAB Minutes May 4, 1998
Special PRAB Minutes May 20, 1998
Holcomb Request
Salem Village Land Donation - Plat
Salem Village Land Donation - Creek trail
Ordinance Amendment

MONTH APRIL - 1998 GREEN SPACE REPORT AS OF MAY 1998

REPORT CREATED BY: KIM J. ROGERS

NORTHEAST PARK DISTRICT

BALANCE YR TO BE SPENT

\$0.00	1998
\$14,801.00	1999
\$1,432.11	2000
\$294.18	2001

\$16,527.29 Total 1998 - 2001

- Approved Expenditures:

\$12,249.29 LF&Sequoyah Boatdock RR-'94 W Newman(\$13,250)
\$12,249.29 Total Approved Expenditures

\$4,278.00 Total Unencumbered 1998-2001

NORTHWEST PARK DISTRICT

BALANCE YR TO BE SPENT

\$14,119.89	1998
\$26,314.40	1999
\$20,044.10	2000
\$9,795.90	2001

\$70,274.29 Total 1998 - 2001

- Approved Expenditures:

\$42,459.85 Girls Softball Complex-approvd \$50,000 Phase I
(spent \$7540.15 on gsbll complex)
\$42,459.85 Total Approved Expenditures

\$27,814.44 Total Unencumbered 1998-2001

SOUTHEAST PARK DISTRICT

BALANCE YR TO BE SPENT

\$57,519.18	1998
\$8,456.62	1999
\$5,275.05	2000
\$1,506.34	2001

\$72,757.19 Total 1998 - 2001

- Approved Expenditures:

\$9,000.00 Walker Bleachers on Field #6 & #8 approvd 4/98
\$30,000.00 Request Grant-Ark Dept Parks&Tourism Outdr Rec-Walker Playgrd Imprvmt
\$25,000.00 Sr Citizens Complex
\$64,000.00 Total Approved Expenditures

\$8,757.19 Total Unencumbered 1998-2001

SOUTHWEST PARK DISTRICT

BALANCE YR TO BE SPENT

\$2,925.51	1998
\$51,133.60	1999
\$74,220.08	2000
\$2,305.56	2001

\$130,584.75 Total 1998 - 2001

- Approved Expenditures:

\$29,000.00 Bates Playground matching funds approved 4/98
\$8,200.00 Washington-80x80concrete pad, 4 basketball poles,
bkboards, rims, nets approvd 9/8/97 - when lease is signed
Possibly expend Wilson&Gulley retrofit RR & Greathouse Bridge (\$76,000)
\$37,200.00 Total Approved Expenditures

\$93,384.75 Total Unencumbered 1998-2001

MAY 1998 - HMR REVENUE REPORT

by Kim J. Rogers

**Report created at the end of May for the June PRAB meeting*

January's Revenue:	\$76,058.18	<i>Collected by January 20th for Dec. '96</i>
February's Revenue:	\$80,019.65	<i>Collected by February 20th for January</i>
March's Revenue:	\$77,591.14	<i>Collected by March 20th for February</i>
April's Revenue:	\$82,821.30	<i>Collected by April 20th for March</i>
May's Revenue at this point	\$70,279.24	<i>Collected by May 20th for April</i>

Total Revenue for Fiscal 1998 is \$386,769.51

97 Revenue collected: \$23,174.64 After the Jan. 20th, 1997 deadline - Prior Yr Acct.

The Accounting Department's Revenue for the 1997 Fiscal Year from the Actual Money Collected in 1997 is \$976,539.29

Total Revenue for 1997 (including Revenue collected after January 20th deadline for December 1997 from the Prior Year Account) is \$976,539.29 + \$23,174.64 = \$999,713.93

96 Revenue collected: \$16,299.78 After the Jan. 20, 1996 deadline-Prior Yr Acct.

The Accounting Department's Revenue for the 1996 Fiscal Year from the actual money collected in 1996 is \$867,853.73

Total Revenue for 1996 (including Revenue collected after January 20th deadline for December 1996 from the Prior Year Account) is \$867,853.73 + \$16,299.78 = \$884,153.51

**PRAB
REGULAR MEETING
MAY 4, 1998**

The meeting was called to order by Chairman Ackerman at 5:30 p.m. in Room 219 of the City Administration Building.

Members Present: Ackerman, Bleidt, Charboneau, Eads, Judy, Luttrell, Staggs

Members Absent: Thiel

Staff Present: Edmonston, Dugwyler, Nelson

Guests Present: Lt. Munson, Fayetteville Police Department

Media Present: Rusty Garrett, *NWA Times*
Jill Rohrbach, *Morning News*

I. MOTION: JUDY/CHARBONEAU

The Minutes from the April 6, 1998, PRAB regular meeting were approved as presented, 7-0-0.

II. Introduction of new Parks & Recreation Superintendent, Connie Edmonston - Dugwyler

Ms. Dugwyler introduced Connie Edmonston as the Parks & Recreation Superintendent. Ms. Edmonston said the Parks Division was very happy to have the Advisory Board members volunteering their time because their input was very important.

III. Park Patrol Report - Police Department

Lt. Munson reported that the Fayetteville Police Department assumed management of the civilian park patrol in November 1994 because they worked closely with the police department. There are 2 ½ full time equivalent positions currently budgeted for the park patrol; this usually translates to 3-4 part time positions. Lt. Munson said the City of Fayetteville currently has approximately fifty parks and park land including the eleven elementary school parks. The civilian park patrol is in direct radio contact with the police

department during the duration of their shift. If assistance is needed, an officer is dispatched. The park patrol generally patrols all parks and ensures restrooms and gates are locked at park closing time. If there is a maintenance problem, they will notify the Parks Division. The park patrol also assists with the Summer Concert Series by providing traffic control. There have been a lot of positive comments from the public in regards to the park patrol, and it is an excellent public relations tool for the city. Lt. Munson said although the park patrol has no police authority, their presence is appreciated by the public. The park patrol generally works week days from 4:00 p.m. until midnight and weekends beginning at 8:00 a.m. and rotate throughout the day.

Mr. Ackerman inquired about plans for the park patrol program to expand in the future. Lt. Munson said she did not see it expanding in the near future, but she said with the city's growth rate and the acquisition of more parks it possibly could. Mr. Ackerman said he encouraged the City Council to appropriate additional funding for additional park patrol because of the benefit the community was receiving from the service. He said he looked forward to the expansion of the program if possible. He would also like to see a part time park patrol position work from the satellite station at the Northwest Arkansas Mall. Lt. Munson said currently the sub-station was not completed on the inside and was limited on access, but that could be a good possibility for the future.

Ms. Dugwyler inquired about the status of the vacant park police position, and Lt. Munson said that position had not been filled.

IV. OTHER BUSINESS

Ms. Edmonston informed the PRAB that Easton Park was on the City Council agenda. The developer requests that the northwest park land be taken plus money in lieu for the remaining park requirement. A waiver will be requested from City Council.

Bids for the girls' softball complex came within budget. Staff is trying to get this item on the May 19 City Council agenda along with the Owl Creek item.

PRAB members met on-site at Owl Creek on April 23. They recommended to accept money in lieu of land and request a

department during the duration of their shift. If assistance is needed, an officer is dispatched. The park patrol generally patrols all parks and ensures restrooms and gates are locked at park closing time. If there is a maintenance problem, they will notify the Parks Division. The park patrol also assists with the Summer Concert Series by providing traffic control. There have been a lot of positive comments from the public in regards to the park patrol, and it is an excellent public relations tool for the city. Lt. Munson said although the park patrol has no police authority, their presence is appreciated by the public. The park patrol generally works week days from 4:00 p.m. until midnight and weekends beginning at 8:00 a.m. and rotate throughout the day.

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variance from City Council. The proposed park land is located in a flood way/flood plain area, is not a trail or green way route and would create a costly maintenance situation. It was also a consensus that the amount of undeveloped land in the area would provide future opportunities to acquire more appropriate park land.

Ms. Edmonston reported that three sets of bleachers had been ordered for Walker Park baseball fields #6 and #8. They are expected to be delivered within fourteen days. The Baseball Association submitted a plan for bleacher pads which has been approved. The Baseball Association will be installing the bleachers.

Efforts are continuing with the Fall Baseball League on the location and construction of batting cages at Walker Park; awaiting bids on playground equipment for Bates Elementary School; design work is in progress for Hotz Park; the bid opening for Walker parking lot will be May 19; due to the possibility of restricted access, a vehicular bridge for Greathouse Park is being recommended. A hydraulic study will be completed.

The Sutton Street property issue was not included on this month's agenda due to limited time for public notification.

Meeting adjourned at 5:50 p.m.

MINUTES APPROVED: _____

MINUTES TAKEN BY: John L. Nelson
John L. Nelson

Transcribed 4/5/98 6:38 a.m.

**PRAB
SPECIAL MEETING
MAY 20, 1998**

The meeting was called to order by Chairman Ackerman at 5:38 p.m. in Room 219 of the City Administration Building.

Members Present: Ackerman, Bleidt, Charboneau, Judy, Luttrell, Staggs

Members Absent: Eads, Thiel

Staff Present: Edmonston, Dugwyler, Nelson, Rogers

Guests Present: Bill Moeller, Charles Richardson, Constance Clack, Cindy Long, Nancy Burris, Chris Krueger, Patricia Hays, Wyit Wright, Becky Petty, Rick McKinney, Kathy Thompson, Dan Puckett, Paula Marinoni, Woody Charlton, Angela Stevens, Richard Alexander, Fran Alexander, Cyrus Young, Orland Maxfield, Samuel Hucke, Ann Thomas, Cynthia Peven, Katie Runnels, Nancy Seward, Jennifer Alexander, Susan Porter, Karl Friar

Media Present: Rusty Garrett, *NWA Times*
Jill Rohrback, *Morning News*
Julie Tribble, *KIX 104*

The Parks and Recreation Advisory Board regular June meeting date was changed from Monday, June 1, 1998 to Wednesday, June 10, 1998, at 5:30 p.m.

Mr. Ackerman summarized a May 11 meeting with Coldwell Bankers realtors Mike Henry and Karl Friar. Appraiser Mark Risk calculated the appraised value of the .6 acre lot at \$50,000. The original asking price of \$79,900 has been lowered to \$64,900. Mr. Friar said the current listing price has been adjusted to appraised value of \$50,000. There has been discussion of possibly contributing toward the purchase price with the remainder of the asking price funded by the citizens interested in raising funds for the park. A contract of intent with the realtors could be drafted subject to the amount agreed upon by the Parks and Recreation Advisory Board and the ability of the private sector to raise funds to match in order to acquire the property. This would be subject to approval by the City

Council. This would also not restrict Mrs. January from selling the property to another entity if she so chose.

Mr. Ackerman said the PRAB had the same empathy for the park in the historic district as everyone else, but the PRAB had to take budget restraints and the number of people who would benefit from an acquisition of this nature into consideration.

Ms. Judy said the park was part of the city's heritage and needed to be preserved; efforts should be made to make this acquisition possible.

MOTION: JUDY/BLEIDT

Ms. Judy moved to move forward with the discussion and potential acquisition of the Sutton Street property.

PUBLIC DISCUSSION:

Mr. Bill Moeller, a University Heights district resident, compared the Sutton Street property to Hotz Park which is located in his neighborhood. He said Hotz Park does not provide parking and is a "walk-to" park. Although people from outside the neighborhood use the park, there have been no problems experienced. Mr. Moeller also commented that University Heights would be willing to make a contribution toward the acquisition of the Sutton Street property.

Mr. Charles Richardson, a resident near Gregory Park, said there had been no problems with the neighborhood park. He said occasionally he rode his bicycle through Wilson Park, through the historic district, and to the top of Mt. Sequoyah. His favorite route was Sutton Street and by the park located there. He commented he would also be willing to make a contribution toward the purchase.

Ms. Constance Clack felt the money could be better spent to develop the Mt. Sequoyah water facility.

Ms. Cindy Long expressed the historic district residents' contribution to the city; the citizens of Fayetteville feel these residents have an obligation. Residents are often asked to offer their homes for fund raisers, historic walking tours are conducted, and promotional materials are made. Ms. Long did not favor the idea of the neighbors contributing to the purchase of the Sutton Street property; they feel as if they have already contributed.

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Ms. Nancy Burris was against the acquisition.

Ms. Chris Krueger pointed out that a joint venture between the city and the private sector would still result in the city retaining title to the property. Changes were inevitable despite ownership of the property; there are no definitions of a neighborhood park or a historic park and there is no guarantee that it will not change if it is owned by the city. Ms. Krueger requested that if this became a city park she would like to see the following restrictions imposed: hours of operation, who uses the park, the sizes of groups, noise, and lighting. Parking, safety, maintenance, and future improvements were issues raised. Ms. Krueger stated that private ownership had served the land well.

Ms. Patricia Hays lives directly across from the site in question. She said she loved the park and would like for it to remain one. As a resident for sixteen years, Ms. Hays said her child played in the park during his youth.

Mr. Wyit Wright expressed numerous concerns. A petition opposing the acquisition had garnered forty signatures. He questioned the need for the park and felt the neighborhood was already being well served by Wilson Park. Mr. Wright stated that developing an additional park instead of concentrating efforts on existing parks appeared to be preferential treatment to a small percentage of citizens of the city. The historical significance and suitability of the Sutton Street property was questioned.

Ms. Becky Petty, a twenty-year resident of the neighborhood, spoke in favor the acquisition.

Mr. Rick McKinney pointed out the aesthetic and historical value of the existing park. He felt it would be hypocritical of the city to force new developers to provide green space and the city not consider purchasing this green space in the historical district.

Ms. Kathy Thompson submitted another letter from residents and questioned the validity of the petition against the park. She strongly favored the acquisition and said it would be a once in a lifetime opportunity.

Mr. Dan Puckett stated for the record that he encouraged the acquisition of the property and would be willing to make a contribution. He read a letter submitted by neighbors Bettye and Herb Lewis.

Ms. Paula Marinoni spoke as a representative of the Friends for Fayetteville and the Historic Preservation and Restoration Focus Group. Ms. Marinoni is also the founder of the Flower Garden and Nature Society of NW Arkansas which promotes education, beautification, and preservation of natural resources. She commented on the HMR tax and its usage in regards to green space and stated she did not think the citizens should have to pay. Mr. Ackerman stated that it was highly unusual for the city to purchase land other than in exceptional situations. The majority of park land has been given to us over a period of time. The PRAB must make the best use of budgeted money. The green space needs of the community are vast; however, improvements on green space we currently have are in vast need as well.

Ms. Rogers stated for the record that both Mr. Wright and Ms. Marinoni spoke for 4 ½ minutes against and in favor of the acquisition.

Mr. Woody Charlton, a resident of Willow, spoke in favor of the acquisition and neighborhood parks in general.

Ms. Angela Stevens, a resident of 429 Sutton Street, read a letter she submitted in favor of the park.

Mr. Richard Alexander offered a rhetorical question: what should be the criteria to determine whether the city should purchase this park? Historical significance, attributes, beauty, infrastructure, cost, and majority opinion were criteria cited in favor of the acquisition of this property.

Ms. Fran Alexander said northwest Arkansas was the fastest growing region of the state, tourism is the third largest industry of the state, and Fayetteville needs tourist attractions. How a community looks and feels is it's economic base. Ms. Alexander stated there was a need for more green space, and she favored the acquisition of the park and would be willing to contribute.

Mr. Orland Maxfield spoke as a representative of the Historic District Commission. The Commission previously submitted a resolution unanimously favoring the acquisition of the Sutton Street property as a park. Conditional uses for a R-1 zone were pointed out as well as the enormous potential for degradation.

Mr. Samuel Hucke spoke in favor of conserving the site in question and commented he would be willing to make a contribution toward its acquisition.

Ms. Ann Thomas expressed that the purchase of this property would serve all citizens of the city, and she would like to see the land remain in its natural state.

Ms. Cynthia Peven, a resident of Mission Blvd., expressed a need for a park in the neighborhood and submitted a letter. Issues regarding money, diversity, lack of control over park space, and traffic were discussed. She urged negotiations continue toward the acquisition of this property and the appropriation of green space funds. Ms. Peven also favored more small parks near neighborhoods accessible by walking.

Ms. Katie Runnels, a resident of Olive Street and University of Arkansas student, stated that she has been a lifelong resident. She favored the conservation and acquisition of the property.

Ms. Nancy Seward, a resident of Willow, said the community needed more green space and less concrete. Questioning this need, according to Ms. Seward, was ridiculous.

Ms. Jennifer Alexander commented on the natural attributes and plants of the park, and she urged the PRAB to consider the purchase of this property.

Ms. Susan Porter did not favor a cost share with the community, and urged board members to examine the budget and past expenses. She favored the purchase of the Sutton Street property as a park.¹

Parks and Recreation Advisory Board members discussed the issue. Mr. Bleidt expressed the importance of the public's voice. He stated that if a cost share was not possible he would support purchasing the property in full. Ms. Judy stated that she felt there were citizens who would be willing to become a part of the purchase, and it would be good community involvement.

Mr. Bleidt inquired as to the last time land was purchased; Ms. Dugwyler reported that HMR funds were appropriated toward the purchase of 2.5 acres at Gulley Park. Mr. Luttrell inquired as to what plans would be endangered if the budgeted \$50,000 was spent. Staff was not aware of any immediate plans.

¹Audio and video of the May 20, 1998 Special Meeting is on file in the Parks Office

Mr. Charboneau inquired as to whether sidewalks and an entrance would have to be put in and whether ADA standards would have to be addressed. Ms. Edmonston stated she did not know if this area was included in the city master sidewalk plan. Ms. Dugwyler said not everything had to be accessible; a representative sample of facilities and programs must be accessible. Any newly constructed or renovated facilities must be accessible.

Mr. Charboneau stated that he felt the city's money could be better spent elsewhere. A lot of the city parks are currently undeveloped because there is not enough funds. He also commented that the HMR tax was also for maintenance and development of facilities, and a number of existing facilities were in need of repair.

Mr. Staggs favored restricting parking if the property was purchased and suggested perhaps sharing parking with the courthouse or the library.

Mr. Ackerman said if the property was purchased, there were no immediate plans to spend additional money to provide parking or lighting. There would only be routine general maintenance provided. Mr. Ackerman also stated that the HMR tax designated for parks is not a part of the HMR tax associated with the Town Center or the Advertising and Promotion Commission.

MOTION: LUTTRELL/STAGGS

Mr. Luttrell moved to amend the motion to move forward with the discussion and potential acquisition of the Sutton Street property to read as follows: PRAB recommends to enter into a contract for purchase of the Sutton Street .6 acre lot as a park with \$25,000 plus closing costs funded from the Park's budget and the remainder of the purchase price be from public donations. This contract is subject to the public donating funds for the remainder of the asking price within 90 days and subject to approval by the City Council.

The motion carried 5-1-0 with Ackerman, Bleidt, Judy, Luttrell, and Staggs voting "yes" and Charboneau voting "no".

Chairman Ackerman requested the private sector form a committee and escrow the funds raised; a representative should be appointed to communicate with staff. Mr. Bleidt and Mr. Ackerman suggested staff explore the possibility of the Accounting Department aiding in the escrow account. Mr. Friar said that items between both parties and the amount of time were negotiable. A price could be agreed upon

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and a long period of time could be given during which period Mrs. January could enter into another contract with another party. It is also possible that she could not enter into another contract with another party, or she could enter into another contract with another party providing the city and the private sector were given a period of time to act. These items are all negotiable. Mr. Friar said the property was now available on the open market for \$50,000.

Mr. Ackerman recommended staff visit with realtor and a committee from the private sector and structure a contract to be presented to Mrs. January. Ms. Edmonston requested a representative of the private sector committee contact the Parks Office.

Meeting adjourned at 7:54 p.m.

Minutes taken by John Nelson

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE: 6/9/98

HANDOUTS:

add info for Harvesting water tanks
WAC 97-200
of loan agreement
midway with bank

DISTRIBUTED TO:

☒ Stephen Miller	☒ Jerry Rose
☒ Kit Williams	☐ Alett Little
☒ Cyrus Young	☐ Steve Davis
☐ Randy Zurcher	☐ NWAT
☒ Trent Trumbo	☐ M. News
☒ Donna Pettus	☐ KIX
☐ Len Schaper	☐ Democrat-Gazette
☒ Heather Daniel	☒ Robyn/Lana
☒ Mayor Hanna	☐ Jane
☒ Phyllis Rice Nancy	
☒ Ben Mayes	
☒ Kevin Crosson	
☒ Charlie Venable	

NOTES:

add info for water storage tanks
move ~~WAC~~ for put add to WAC - New Branch
of JAC loan agreement

HOLCOMB ELEMENTARY SCHOOL

2900 North Salem
Fayetteville, Arkansas 72704

John L Colbert
Principal

Telephone: (501) 527-3610
Facsimile: (501) 527-3613

May 13, 1998

Dear Parks and Recreation Committee:

Holcomb Student Council has been raising money to buy soccer goals for school. We would like to make them available for the public to use also. We are having them built by West Campus. The materials cost \$163.00 and the nets will cost \$80.00. We wanted to ask if the Parks and Recreation Department would consider helping us with the cost of this. The city could use these goals to have practices after school hours. We would appreciate any help that you could give us with this project.

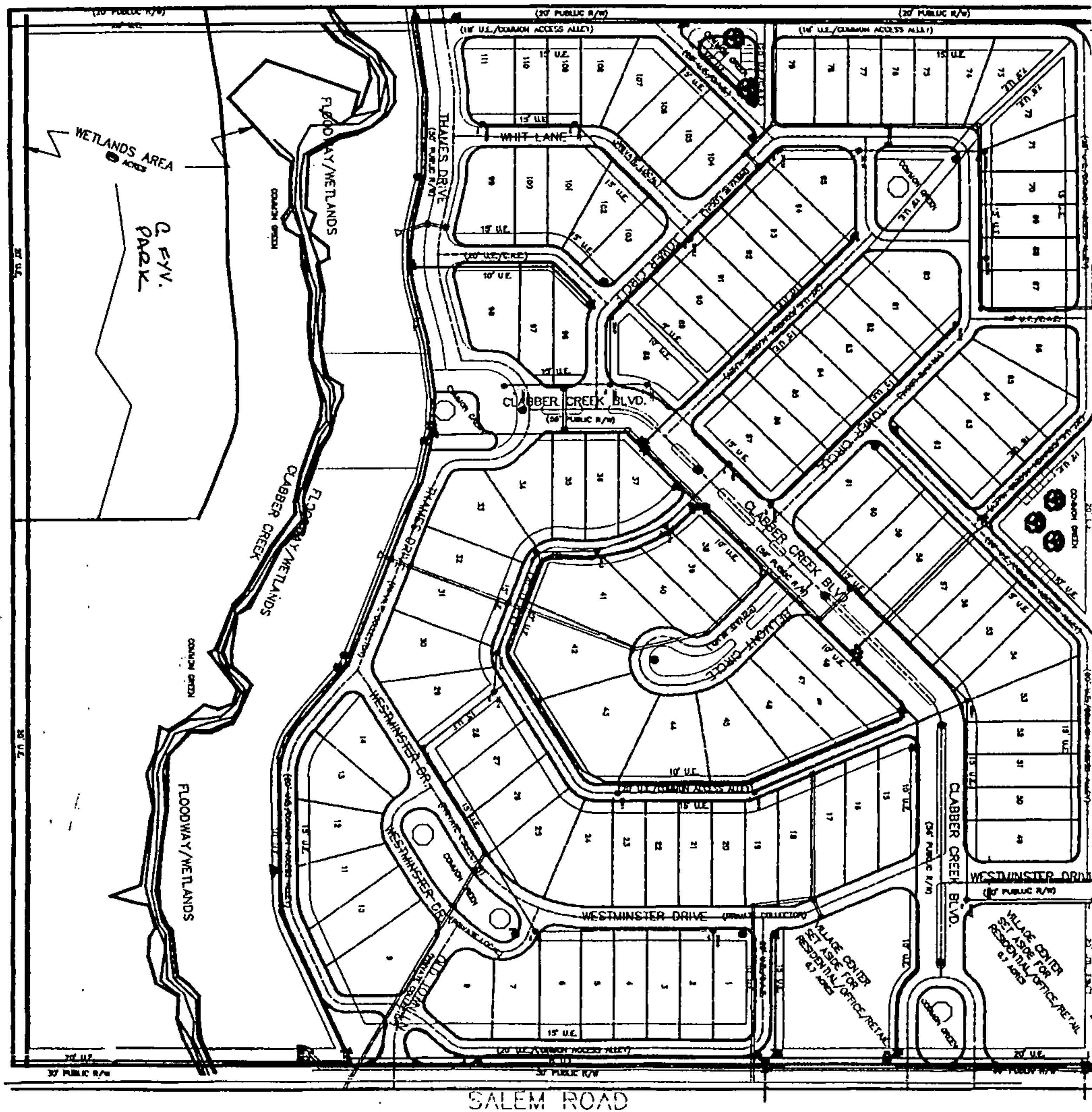
Sincerely,

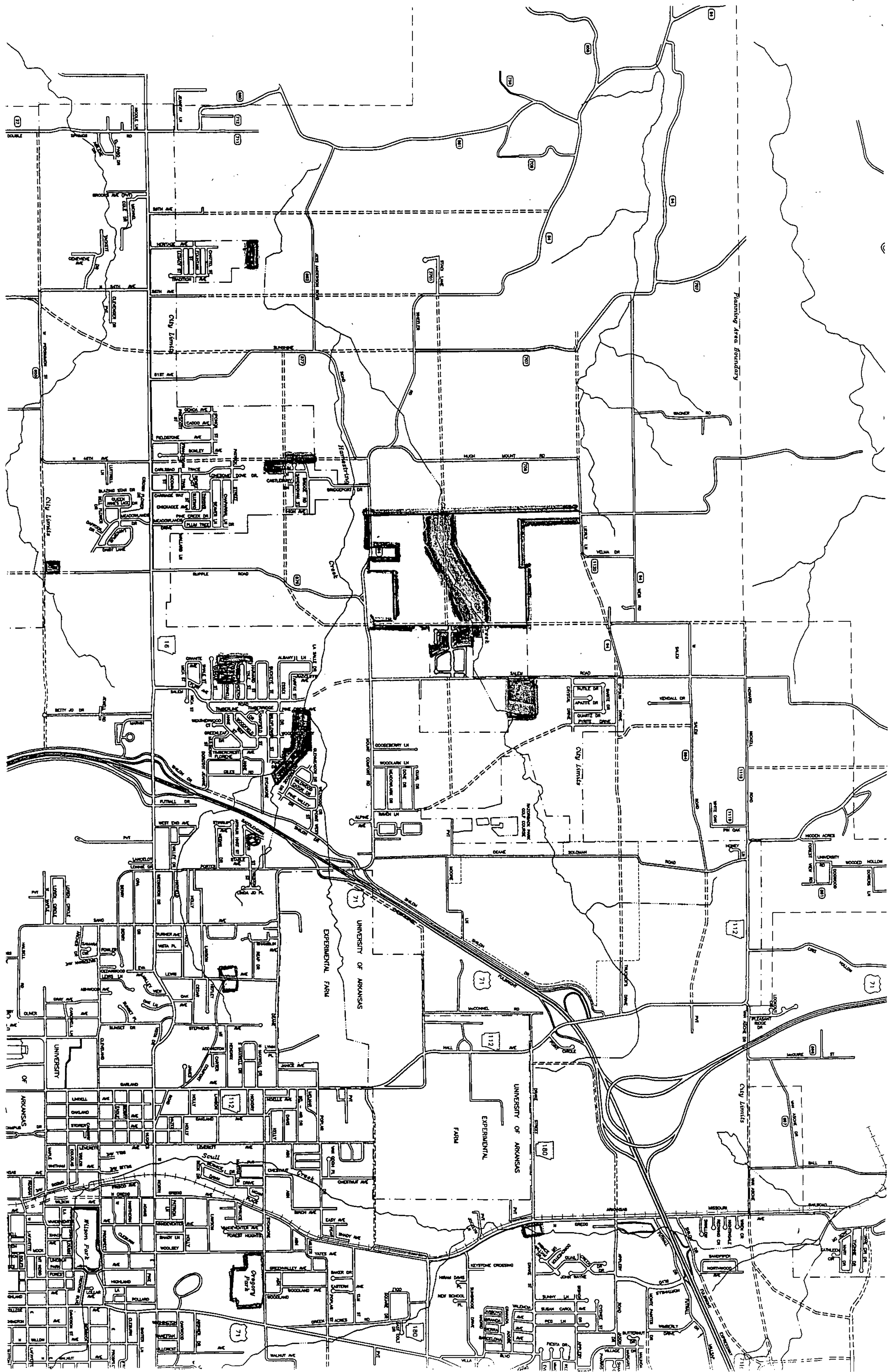
Samuel Martin president

Holcomb Student Council

J. L. Colbert
V.P.

Melissa Hotary, Sponsor





DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 97.016, OF THE CODE OF FAYETTEVILLE, TO ALLOW THE PARKS AND RECREATION SUPERINTENDENT TO ESTABLISH FEES FOR USE OF CITY PARK BALLFIELDS FOR TOURNAMENTS.

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

Section 1. That §97.016, of the Code of Fayetteville, is hereby repealed and the following shall be inserted in its stead:

§97.016 FEE FOR CITY PARK BALLFIELDS FOR TOURNAMENTS

A. For the use of city park ballfields for tournaments, the Parks and Recreation Superintendent shall establish fees to be charged to defray the costs of maintenance, trash pickup and removal, equipment use, water, and electricity.

B. The sponsors of any tournament shall arrange for all necessary umpires. Upon conclusion of each tournament, the sponsors shall restore each field to the same condition it was in prior to the tournament.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

**CITY OF FAYETTEVILLE
BID QUOTATIONS**

#1

Purchase Date May 28, 1998
Investment Offered \$500,000.00 (\$515,000.00 if T - Bill)
Maturity Date Requested January 7, 1999
Number of Days 224 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	05/28/98	05/28/98	05/28/98	05/28/98
MATURITY DATE	01/07/99	01/07/99	01/07/99	01/07/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	224	224	224	224

T - BILL BIDS
CALCULATED YIELD

FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T - BILL INTEREST EARNINGS				

T - NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T - NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID	No Bid	No Bid	No Bid	No Bid
CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T - BILL EFFECTIVE YIELD				
T - NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____
LOGGED ON COMPUTER _____ BY _____
LOGGED OFF COMPUTER _____ BY _____


ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date	May 28, 1998		
Investment Offered	\$500,000.00	(\$515,000.00 If T - Bill)	
Maturity Date Requested	January 7, 1999		
Number of Days	224 Days		
	Awarded		
	A. G. EDWARDS	DEAN WITTER	MERRILL LYNCH
SETTLEMENT DATE	05/28/98	05/28/98	05/28/98
MATURITY DATE	01/07/99	01/07/99	01/07/99
DISCOUNT OR COUPON RATE	5.060		
YIELD	5.270		
DAYS BID	224	224	224

T-BILL BIDS

CALCULATED YIELD	5.299		
FACE VALUE	515,000.00		
BOOK VALUE	498,780.38		
HANDLING FEE		2.35	
T-BILL INTEREST EARNINGS	16,219.62		

T-NOTE/OTHER BIDS

FACE VALUE			
BOOK VALUE			
HANDLING FEE		2.35	
T-NOTE INTEREST EARNINGS			
CALCULATED YIELD			
DISCOUNT/(PREMIUM)			
PURCHASE INTEREST			

CD BID		No Bid	No Bid
CD INTEREST EARNINGS			
INTEREST ON INTEREST BASIS			

CD EFFECTIVE YIELD			
T-BILL EFFECTIVE YIELD	5.299		
T-NOTE/OTHER EFFECTIVE YIELD			

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____


ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date May 28, 1998

Investment Offered \$590,000.00 (\$615,000.00 If T - Bill)

Maturity Date Requested March 4, 1999

Number of Days 280 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	05/28/98	05/28/98	05/28/98	05/28/98
MATURITY DATE	03/04/99	03/04/99	03/04/99	03/04/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	280	280	280	280

T-BILL BIDS

CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T - BILL INTEREST EARNINGS				

T-NOTE/OTHER BIDS

FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T - NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				

CD BID	No Bid	No Bid	No Bid	No Bid
CD INTEREST EARNINGS				
INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T - BILL EFFECTIVE YIELD				
T - NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____



ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date	May 28, 1998		
Investment Offered	\$590,000.00	(\$615,000.00 if T - Bill)	
Maturity Date Requested	March 4, 1999		
Number of Days	280 Days		
	Awarded		
	A. G. EDWARDS	DEAN WITTER	MERRILL LYNCH
SETTLEMENT DATE	05/28/98	05/28/98	05/28/98
MATURITY DATE	03/04/99	03/04/99	03/04/99
DISCOUNT OR COUPON RATE	5.090		
YIELD	5.330		
DAYS BID	280	280	280

T-BILL BIDS			
CALCULATED YIELD	5.378		
FACE VALUE	615,000.00		
BOOK VALUE	590,632.16		
HANDLING FEE		2.35	
T-BILL INTEREST EARNINGS	24,367.84		

T-NOTE/OTHER BIDS			
FACE VALUE			
BOOK VALUE			
HANDLING FEE		2.35	
T-NOTE INTEREST EARNINGS			
CALCULATED YIELD			
DISCOUNT/(PREMIUM)			
PURCHASE INTEREST			

CD BID		No Bid	No Bid
CD INTEREST EARNINGS			
INTEREST ON INTEREST BASIS			
CD EFFECTIVE YIELD			
T-BILL EFFECTIVE YIELD	5.378		
T-NOTE/OTHER EFFECTIVE YIELD			

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____



ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

**CITY OF FAYETTEVILLE
BID QUOTATIONS**

#1

Purchase Date May 21, 1998
Investment Offered \$500,000.00 (\$515,000.00 If T - Bill)
Maturity Date Requested November 19, 1998
Number of Days 182 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	Awarded BANK OF ARK
SETTLEMENT DATE	05/21/98	05/21/98	05/21/98	05/21/98
MATURITY DATE	11/19/98	11/19/98	11/19/98	11/19/98
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	182	182	182	182

T-BILL BIDS
CALCULATED YIELD

FACE VALUE

BOOK VALUE

HANDLING FEE 2.00

T-BILL INTEREST
EARNINGS

T-NOTE/OTHER BIDS

FACE VALUE

BOOK VALUE

HANDLING FEE 2.00

T-NOTE INTEREST
EARNINGS

CALCULATED YIELD

DISCOUNT/(PREMIUM)

PURCHASE INTEREST

CD BID No Bid No Bid No Bid 5.350

CD INTEREST EARNINGS 13,677.28
INTEREST ON INTEREST
BASIS

CD EFFECTIVE YIELD 5.486

T-BILL EFFECTIVE YIELD

T-NOTE/OTHER
EFFECTIVE YIELD

INVESTMENT NUMBER

LOGGED ON COMPUTER BY

LOGGED OFF COMPUTER BY

Brian Davis 5-21-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#1

Purchase Date May 21, 1998

Investment Offered \$500,000.00 (\$515,000.00 if T - Bill)

Maturity Date Requested November 19, 1998

Number of Days 182 Days

	A. G. EDWARDS	DEAN WITTER	MERRILL LYNCH
SETTLEMENT DATE	05/21/98	05/21/98	05/21/98
MATURITY DATE	11/19/98	11/19/98	11/19/98
DISCOUNT OR COUPON RATE	5.090		
YIELD	5.300		
DAYS BID	182	182	182

T - BILL BIDS

CALCULATED YIELD	5.298		
FACE VALUE	515,000.00		
BOOK VALUE	501,744.51		
HANDLING FEE		2.35	
T - BILL INTEREST EARNINGS	13,255.49		

T - NOTE/OTHER BIDS

FACE VALUE			
BOOK VALUE			
HANDLING FEE		2.35	
T - NOTE INTEREST EARNINGS			
CALCULATED YIELD			
DISCOUNT/(PREMIUM)			
PURCHASE INTEREST			

CD BID		No Bid	No Bid
CD INTEREST EARNINGS			
INTEREST ON INTEREST BASIS			
CD EFFECTIVE YIELD			
T - BILL EFFECTIVE YIELD	5.298		
T - NOTE/OTHER EFFECTIVE YIELD			

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____

Brian Auer 5-21-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date	May 21, 1998			
Investment Offered	\$665,000.00	(\$650,000.00 if T - Note)		
Maturity Date Requested	May 15 - 31, 1999	05/27/99 if CD		
Number of Days	359 - 375 Days	371 Days if CD		
	<u>NATIONSBANK</u>	<u>MCILROY</u>	<u>BANK OF FAYE</u>	<u>BANK OF ARK</u>
SETTLEMENT DATE	<u>05/21/98</u>	<u>05/21/98</u>	<u>05/21/98</u>	<u>05/21/98</u>
MATURITY DATE	<u>05/31/99</u>	<u>05/27/99</u>	<u>05/27/99</u>	<u>05/27/99</u>
DISCOUNT OR COUPON RATE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
YIELD	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DAYS BID	<u>375</u>	<u>371</u>	<u>371</u>	<u>371</u>

T - BILL BIDS

CALCULATED YIELD	<u> </u>	<u> </u>	<u> </u>	<u> </u>
FACE VALUE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
BOOK VALUE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HANDLING FEE	<u>2.00</u>	<u> </u>	<u> </u>	<u> </u>
T - BILL INTEREST EARNINGS	<u> </u>	<u> </u>	<u> </u>	<u> </u>

T - NOTE/OTHER BIDS

FACE VALUE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
BOOK VALUE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HANDLING FEE	<u>2.00</u>	<u> </u>	<u> </u>	<u> </u>
T - NOTE INTEREST EARNINGS	<u> </u>	<u> </u>	<u> </u>	<u> </u>
CALCULATED YIELD	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DISCOUNT/(PREMIUM)	<u> </u>	<u> </u>	<u> </u>	<u> </u>
PURCHASE INTEREST	<u> </u>	<u> </u>	<u> </u>	<u> </u>

CD BID	<u>No Bid</u>	<u>5.150</u>	<u>No Bid</u>	<u>No Bid</u>
CD INTEREST EARNINGS	<u> </u>	<u>36,167.70</u>	<u> </u>	<u> </u>
INTEREST ON INTEREST BASIS	<u> </u>	<u> </u>	<u> </u>	<u> </u>

CD EFFECTIVE YIELD	<u> </u>	<u>5.351</u>	<u> </u>	<u> </u>
T - BILL EFFECTIVE YIELD	<u> </u>	<u> </u>	<u> </u>	<u> </u>
T - NOTE/OTHER EFFECTIVE YIELD	<u> </u>	<u> </u>	<u> </u>	<u> </u>

INVESTMENT NUMBER LOGGED ON COMPUTER BY LOGGED OFF COMPUTER BY

Bruce A. Brown 5-21-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS

#2

Purchase Date	May 21, 1998		
Investment Offered	\$665,000.00	(\$650,000.00 If T - Note)	
Maturity Date Requested	May 15 - 31, 1999	05/27/99 If CD	
Number of Days	359 - 375 Days Awarded	371 Days If CD	
	A. G. EDWARDS	DEAN WITTER	MERRILL LYNCH
SETTLEMENT DATE	05/21/98	05/21/98	05/21/98
MATURITY DATE	05/15/99	05/31/99	05/31/99
DISCOUNT OR COUPON RATE	6.375		
YIELD	5.500		
DAYS BID	359	375	375

T - BILL BIDS

CALCULATED YIELD			
FACE VALUE			
BOOK VALUE			
HANDLING FEE		2.35	
T - BILL INTEREST EARNINGS			

T - NOTE/OTHER BIDS

FACE VALUE	650,000.00		
BOOK VALUE	655,382.81		
HANDLING FEE		2.35	
T - NOTE INTEREST EARNINGS	41,182.28		
CALCULATED YIELD	5.481		
DISCOUNT/(PREMIUM)	(5,382.81)		
PURCHASE INTEREST	675.61		

CD BID		No Bid	No Bid
CD INTEREST EARNINGS			
INTEREST ON INTEREST BASIS			

CD EFFECTIVE YIELD			
T - BILL EFFECTIVE YIELD			
T - NOTE/OTHER EFFECTIVE YIELD	5.481		

INVESTMENT NUMBER _____

LOGGED ON COMPUTER _____ BY _____

LOGGED OFF COMPUTER _____ BY _____


 5-21-98
ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

Charlie/Ben

STAFF REVIEW FORM

Y AGENDA REQUEST, City Council meeting of June 16, 1998

FROM: Don Bunn Engineering Public Works
Name Division Department

ACTION REQUIRED:

Award of a contract with Jackson Electric for \$143,583.00 plus contingencies (\$160,000.00 total) in connection with improvements to the Hamestring Sewer Pump Station, approval of a budget adjustment of \$120,000.00 to cover a portion of the cost, and approve the expenditure of up to \$50,000 from off site escrow accounts to go toward the project costs.

COST TO CITY:

<u>\$ 143,583.00</u> Cost-This Request	<u>\$ 304,852.00</u> Category/Project Budget	<u>Water/Sewer Improv.</u> Category/Project Name
<u>:4470-4470-5801 00</u> Account Number	<u>\$ 304,852.00</u> Funds Used To Date	<u>Program Name</u> Sales Tax Capital
<u>96040-20</u> Project Number	<u>\$ -0-</u> Funds Remaining	<u>Improvement Fund</u> Fund Category

BUDGET/CONTRACT REVIEW: X Budgeted Item X Budget Adj. Attached

<u>[Signature]</u> Budget Coordinator	<u> </u> Date	<u> </u> Administrative Services Director	<u> </u> Date
<u>Marilyn J. Cramer</u> Accounting Manager	<u>6-2-98</u> Date	<u> </u> ADA Coordinator	<u> </u> Date
<u>[Signature]</u> City Attorney	<u>6-3-98</u> Date	<u> </u> Internal Auditor	<u> </u> Date
<u>P. Vice</u> Purchasing Officer	<u>6-3-98</u> Date	<u>Contract + Gen Cond.</u>	<u> </u> Date

STAFF RECOMMENDATION:

The Staff recommends approval of the contract with Jackson Electric for \$143,583.00 plus contingencies (\$160,000.00 total) in connection with the renovation of the Hamestring Creek Pump Station and to approve a budget adjustment of \$120,000.00 to cover a portion of the cost. Staff also recommends the expenditure of up to \$50,000.00 of off site escrow to go toward the project costs.

<u>[Signature]</u> Division Head	<u>5/29/98</u> Date
<u>[Signature]</u> Department Director	<u>4 JUN 98</u> Date
<u>B&M</u> Admin Services Director	<u>6/4/98</u> Date
<u>[Signature]</u> Mayor	<u>6/5/98</u> Date

Cross Reference
New Item: Yes No
Prev Ord/Res #:
Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, City Engineer

Thru: Kevin Crosson, PW Director

Charles Venable, Ass't PW Director

Subject: Award of Bid

Hamestring Creek Pump Station

Date: May 28, 1998

The improvements in connection with the Hamestring Creek Pump Station was recommended by RJN and associates in a study done in the fall of 1996 as part of the Sewer System Study done by CH2M Hill. The study recommended the addition of one pump to the station along with other improvements and the estimated construction cost at that time was \$96,000.00.

A contract with McClelland Engineers for the engineering was approved by the Council in December of 1996. The improvements, as designed by McClelland Engineers, consist of 1) the installation of a new pump in an existing wet well, 2) modification of the existing wet well, 3) construction of a new valve vault, 4) revised electrical controls, and 4) the associated piping.

The renovation will increase the firm capacity of the station from 835 gallons per minute to 1140 gallons per minute, an increase of 36 percent. The maximum output of the station was increased from 1140 gpm to 1350 gpm. The improvements are expected to be sufficient for normal development in the affected area until such time as the improvements related to the new waste treatment plant are completed.

Bids were taken on the project in February of this year. The bid tabulation is:

1. Jackson Electric.....	\$143,583.00
2. United Plumbing.....	157,000.00
3. Goodwin and Goodwin.....	186,000.00
4. Basic Construction.....	208,000.00

We have been delaying getting the project to the Council because of the cost of the project and because we have been in discussions with the low bidder to determine where we might possibly reduce the cost. The result of our discussions with the contractor is that we may be able to reduce, by change order, the cost by \$15,000 to 20,000, making the final price in the neighborhood of \$130,000.00. After award of the bid it would be our intent to carefully look at all options to reduce the price and take advantage of those cost reductions which would be of benefit to the City.

It is our recommendation that the Council award the contract to the low bidder, Jackson Electric for \$143,583.00 and approve a contingency of approximately 10 percent for a total authorization of \$160,000.00. Funding would be from two sources. One source would be the money collected from developments in the Hamestring Creek drainage basin which was to go specifically toward this project. The amount we have in escrow to date is approximately \$40,000.00. There are still several subdivisions that are to be developed which will contribute to this cost.

We are requesting that a budget adjustment of \$120,000.00 be approved to complete funding for the proposed improvements. The money would come from funds budgeted for a force main in that area. It does not appear that the force main will have to be constructed apart from the overall Treatment Plant project.

OFF SITE ESCROW

Total by Project

Salem Bridge	13,100.94
Cherry St	7,118.83
Leverett St	7,455.35
Sang Ave	12,792.97
Old Farmington Road	1,854.86
Township Sidewalks	2,057.69
54th Ave Improvements	8,459.73
Hamstring Cr - Sta 7	51,903.68 ✓
6" sewer repl - Hwy 16W	2,714.47
McCollum Ave Rd Impr	42,637.29
Crossover Rd Sidewalk	1,384.94
Morningside Drive	4,317.30
Driveway - 5124 Wedington	0.00
Joyce Blvd Sidewalks	1,154.24
College Ave Sidewalks	20,080.16
Barrington Park Asphalt	0.00
Magnolia Crossing Bridge	29,173.39
Wedington Bridge Imp	4,205.33
Wedington Off - Site Sewer	2,803.56 ✓
Cross & Halsell Street	11,055.21
Pine Valley Sewer	3,440.23 ✓
Hwy 265 & 16 Intersection	11,019.50
Barnes - Willow Lift	3,440.23
Coyote - Sewer Imp.	7,619.58 ✓
Dean - Solomon Widening	2,783.51
Horseshoe Widening	1,053.19
Joyce Widening	9,614.07
Denny's Sidewalks	0.00
Milsap Rd Sidewalk/Fire Hyd	15,161.71
Rupple Rd. Const.	206.58
Spring Park sidewalk ramp	770.65
Salem Village sewer fee	22,811.34 ✓
Joyce East Impr.	11,153.61
Mo. Oaks (Zion) sidewalks	11,124.00

	324,468.16
=====	

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

Budget Year 1998	Department: Sales Tax Capital Improvement Fund Division: Program:	Date Requested 06/02/98	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
Additional funding is requested for the construction of a sewer pump station on Hamestring Creek.

Project or Item Deleted:
None. A portion of the funding for the request is from the Highway 16 West Sewer Force Main, project number 96048.

Justification of this Increase:
The sewer pump station on Hamestring creek is a cost share between the City and developers and the project is ready to proceed.

Justification of this Decrease:
The Highway 16 West Sewer Main project has \$480,000 remaining after approval of this request.

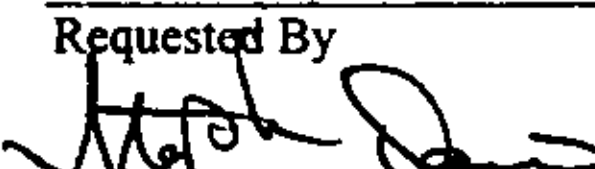
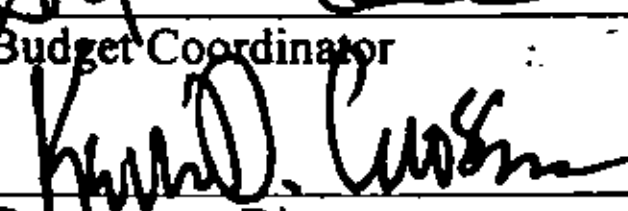
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Fixed Assets	120,000	4470 9470 5801 00	96040 20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Sewer Improvements	120,000	4470 9470 5815 00	96048 20

Approval Signatures

Requested By 	Date 6/2/98
Budget Coordinator 	Date 4 JUN 98
Department Director 	Date 6/4/98
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

DOCUMENT 00500

CONTRACT

THIS AGREEMENT, made and entered into on the ____ day of _____, 1998, by and between Jackson Electric Co., Inc., herein called the Contractor, and the City of Fayetteville, Arkansas, hereinafter called the Owner:

WITNESSETH:

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

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled Hamestring Creek Lift Station, dated April, 1997.

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

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

SHEET INDEX

Sheet No.	Description
1	Cover
2	Lift Station Piping Plans and Sections
3	Lift Station Structural Plans and Sections
4	Details
5	Electrical

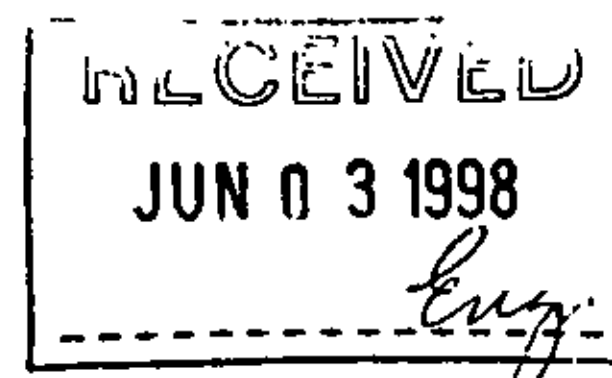
2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of:

One Hundred Forty Three Thousand, Five Hundred Eighty Three Dollars (\$143,583.00).

3. The Work will be substantially completed within 112 days after the date when the Contract Time commences to run as provided in Notice to Proceed, and completed and ready for final payment in accordance with the General Conditions within 126 days after the date when the Contract Time commences to run.

FY972102

JUN-02-1998 13:22



00500 - 1

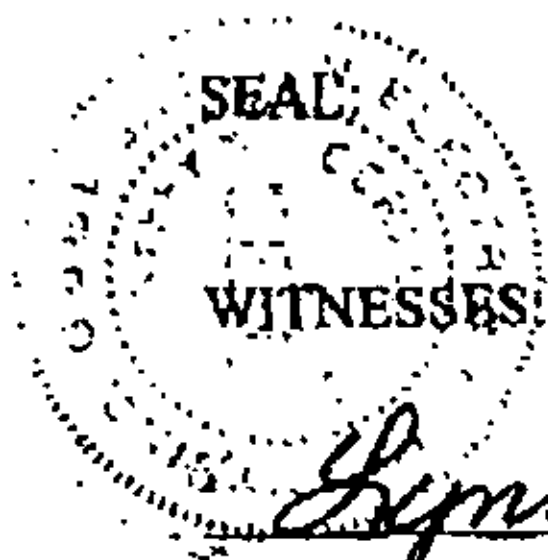
P.02

4. **Liquidated Damages:** Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 3 for Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3 above for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.
5. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Conditions, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner in writing.

FY972102

00500 - 2

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



Jackson Elec Co, Inc.
JACKSON ELECTRIC CO. INC.
CONTRACTOR

By James Jackson
PRESIDENT
Title

ATTEST:

CITY OF FAYETTEVILLE, ARKANSAS
OWNER

Clerk

By _____
Fred Hanna, Mayor

Approved as to form:

Attorney for Owner

FY972102

00500 - 3

STAFF REVIEW FORM

AGENDA REQUEST

For the Fayetteville City Council Meeting of

June 8, 1998

FROM:

Alett Little

Planning Division

Public Works Department

ACTION REQUESTED:

To approve VAC 98-7.00: Utility easement vacation as requested by Floyd Reed on behalf of J.B. and Oma Hays for property located on lots 8 and 9 on Emerald Subdivision (Phase 1). The property is zoned R-1, low-density residential.

STAFF RECOMMENDATION:

The staff forwards the Planning Commission recommendation for approval by a vote of 8-0-0.

Alett Little
Division Head

6/9/98

Cross Reference:
New Item ☒ Yes ☐ No

[Signature]
City Attorney

6-9-98

Date

[Signature]
Public Works Director

6/9/98

Date

[Signature]
Administrative Services Director

Date

[Signature]
Mayor

6/9/98

Date

VAC 98.00-7.00 UTILITY EASEMENT (J.B. HAYES AND OMA HAYES)
LOTS 8 AND 9 ON EMERALD SUBDIVISION (PHASE I)

Utility easement vacation as requested by Floyd Reed on behalf of J.B. and Oma Hays for property located on lots 8 and 9 on Emerald Subdivision (Phase I). The property is zoned R-1, low-density residential.

The request is to vacate a 15 ft. utility easement located inside (south) of the northern boundaries of lots 8 and 9 in exchange for a dedication of a new 15 ft. utility easement off-site along the outside of the northern boundaries of lots 8 and 9. The new easement would be located within phase 2 of the Emerald Subdivision on property owned by Hays.

Staff's Recommendation:

Staff recommends approval of the on-site easement vacation and off-site rededication.

There are no further conditions of approval.

Mr. Odom noted there were no objections from the water/sewer, street department, and solid waste.

Applicant:

Mr. Floyd Reed representing the applicant appeared before the commission.

Reed: Thanked the staff, especially Mr. Conklin, for their help. This property has been under contract for two and half months waiting to obtain a building permit and begin construction. I was wondering if upon approval, if there was anyway to expedite this?

Little: A vacation requires the approval of the City Council. The minutes from this meeting giving the recommendation of the Planning Commission are needed. As soon as those are available, we will ask that it be placed on the Council Agenda. It might save two weeks at most. This is a fairly lengthy process.

Public Comments:

There were no public comments.

Discussion:

Commissioner Hoffman moved to approve VA 98-7.00.

Commissioner Ward seconded said motion.

The roll was called and said motion carried unanimously on a vote of 8-0-0.

PC Meeting of 8 June 98

FAYETTEVILLE

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

Utility Easement vacation
lots 8 & 9 Emerald SD

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Jim Beavers, P.E.
DATE: 1 June 98

Project: VAC 98.00-7.00: Utility easement vacation as requested by Floyd Reed on behalf of J. B. and Oma Hays for property located on lots 8 and 9 on Emerald Subdivision (Phase 1). The property is zoned R-1, low density residential.

The request is to vacate a 15 ft. utility easement located inside (south) of the northern boundaries of lots 8 and 9 in exchange for a dedication of a new 15 ft. utility easement off-site along the outside of the northern boundaries of lots 8 and 9. The new easement would be located within phase 2 of the Emerald subdivision on property owned by Hays. Please refer to the enclosed survey plat dated April 23, 1998.

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

OZARKS Electric - no objections.
Arkansas Western Gas - no objections.
SW Bell - no objections.
SWEPCO - no objections.
TCA Cable - no objections.

City of Fayetteville:
Water/Sewer - no objections.
Street Department - no objections.
Solid Waste - no objections.

Recommendation: Approval of the onsite easement vacation and offsite rededication.

PLANNING COMMISSION ACTION: yes Required
_____ Approved _____ Denied

Date: ____ / ____ / ____

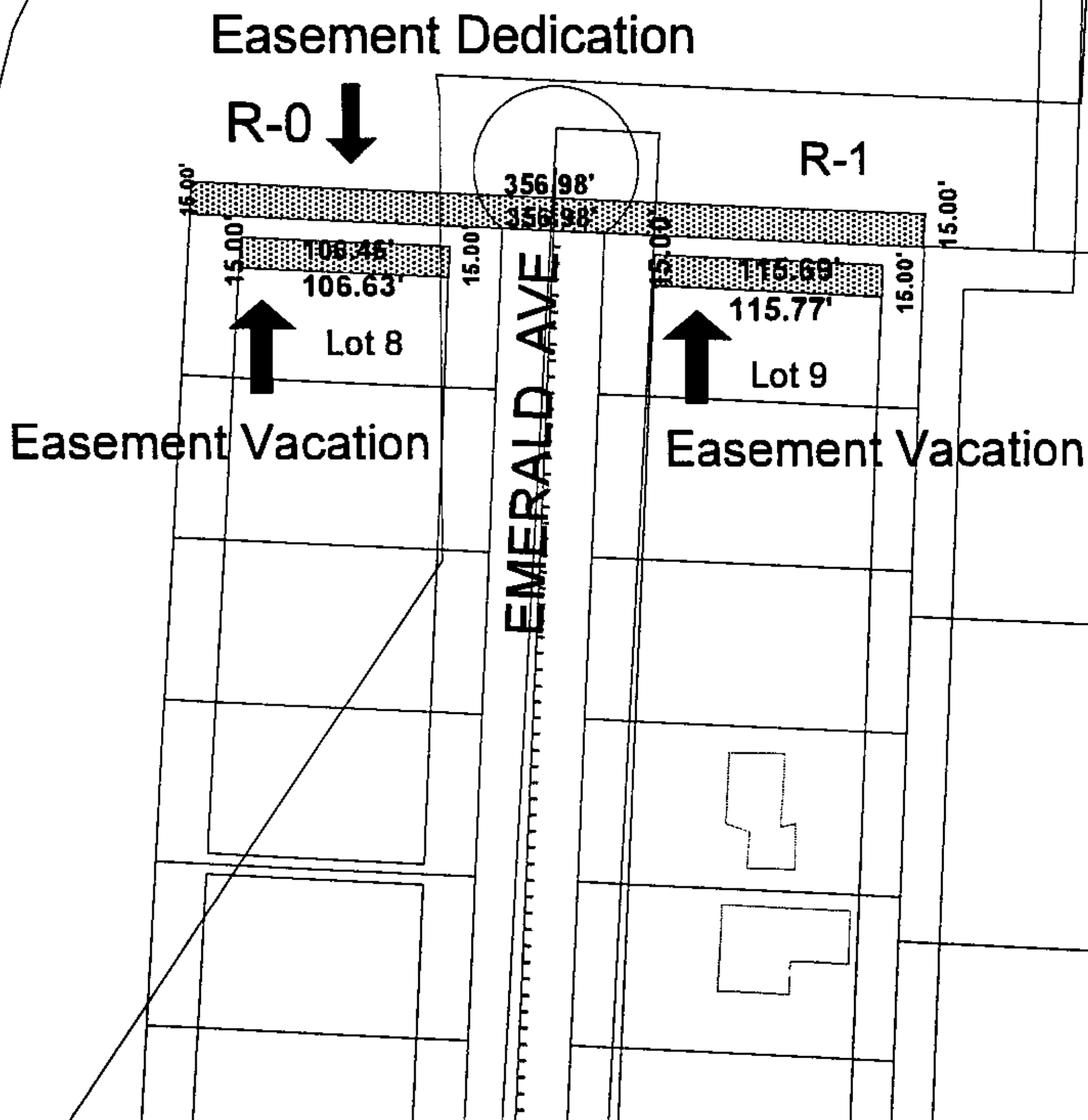
4.1 VA 98-7.00 Utility Easement Vacation (Hays)
Lots 8 and 9 in Emerald Subdivision (Phase 1)

Comments:

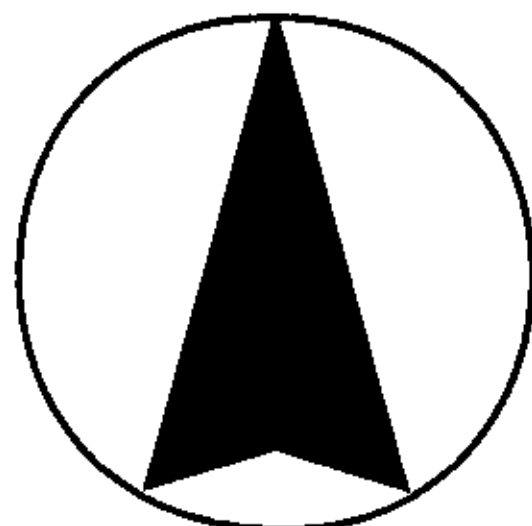
CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

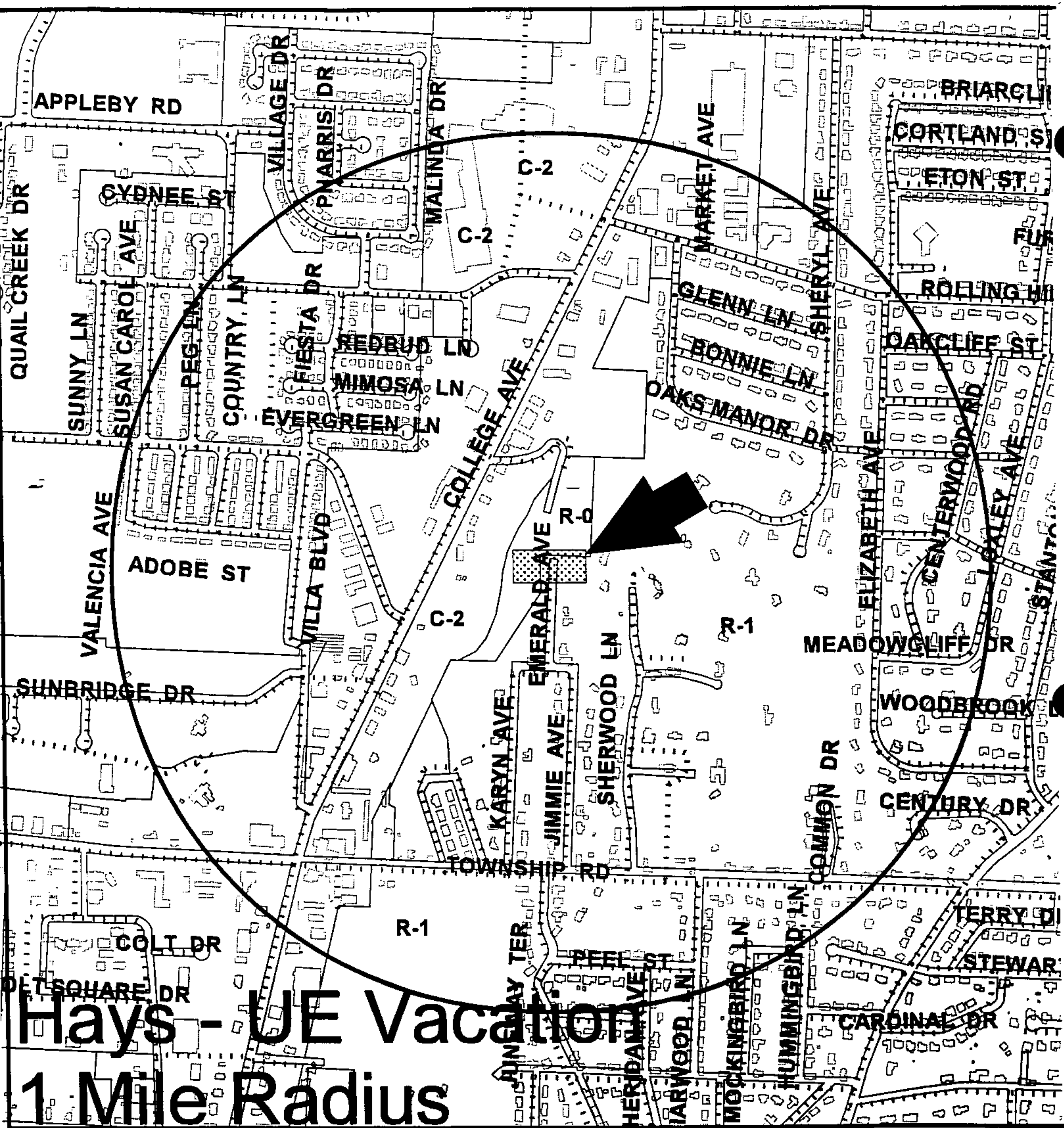
Hays - UE Vacation Close^{C-2} Up



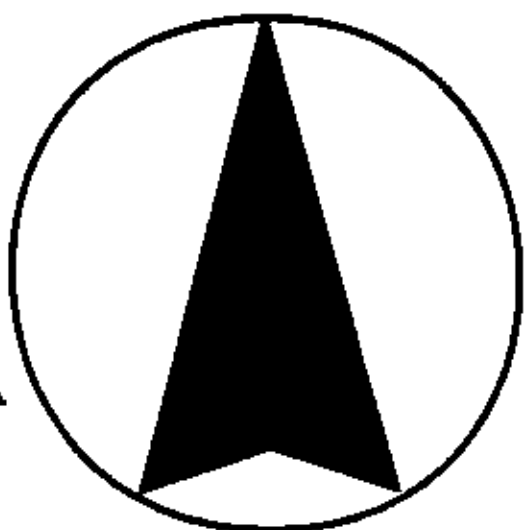
100 0 100 Feet



4.3 VA 98-7.00 Utility Easement Vacation (Hays)
Lots 8 and 9 in Emerald Subdivision (Phase 1)



1500 0 1500 3000 Feet



4.4

VA 98-7.00 Utility Easement Vacation (Hays)
Lots 8 and 9 in Emerald Subdivision (Phase 1)

ORDINANCE NO. _____

**AN ORDINANCE VACATING THAT PROPERTY DESCRIBED
IN VACATION PETITION VAC 98-7.00 FOR A UTILITY
EASEMENT LOCATED ON LOTS 8 AND 9 ON EMERALD
SUBDIVISION (PHASE I) REQUESTED BY J.B. AND OMA
HAYS, AND ADDING A 15 FEET UTILITY EASEMENT
LOCATED IN PHASE II IN EMERALD SUBDIVISION.**

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

Section 1. That the utility easement of the following described property attached
hereto as Exhibit "A" is hereby vacated and a 15 feet utility easement as
described in Exhibit "B" is dedicated.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas,
is hereby amended to reflect the utility easement vacation and the
utility easement dedication provided in Section 1 above.

PASSED AND APPROVED this _____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR VAC 98-7.00

Legal Description - Utility Easement being vacated on Lot 8:

Part of Lot 8, Emerald Subdivision, Phase I, Fayetteville, Arkansas, as per subdivision plat record 12-32, being more particularly described as follows: Commencing at the NW corner of said Lot 8, thence East 25.00 feet, thence South 00 degrees 40 minutes 12 seconds West 10.00 feet to the point of beginning, thence east 106.46 feet, thence South 15.00 feet, thence West 106.63 feet, thence North 0 degrees 40 minutes 12 seconds East 15.00 feet to the point of beginning.

Legal Description - Utility Easement Being Vacated on Lot 9:

Part of Lot 9, Emerald Subdivision, Phase I, Fayetteville, Arkansas, as per subdivision plat record 12-32, being more particularly described as follows: Commencing at the NE corner of said Lot 9, thence West 20.00 feet, thence South 00 degrees 18 minutes 00 seconds West 10.00 feet to the point of beginning, thence West 115.69 feet, thence South 15.00 feet, thence East 115.77 feet, thence North 00 degrees 18 minutes 00 seconds East 15.00 feet to the point of beginning.

EXHIBIT B

Legal Description - Utility Easement Dedication:

Part of the Southwest Quarter of the Northeast Quarter of Section 35, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the Southwest Corner of said Southwest Quarter of the Northeast Quarter, thence East 356.98 feet along the South line of said Southwest Quarter of the Northeast Quarter, thence North 15.00 feet; thence West 356.98 feet; thence South along the West line of said Southwest Quarter of the Northeast Quarter 15.00 feet to the point of beginning, all being in the city limits of Fayetteville, Arkansas.

**TENTATIVE
AGENDA**

**FAYETTEVILLE CITY COUNCIL MEETING
JUNE 16, 1998**

A meeting of the Fayetteville City Council will be held on June 16, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

- A. APPROVAL OF MINUTES:** Approval of minutes from June 2, 1998 meeting.
- B. BID 98-7:** A resolution awarding a contract to Johnson Mechanical Contractors Inc. in the amount of \$47,500 for the installation of new plumbing, heating, ventilation, and air conditioning for the Animal Shelter Clinic Expansion project.
- C. BID 98-50:** A resolution approving a contract with RPD Quality Construction, Inc. in the amount of \$39,220 plus contingency of \$8,000 for all slab work for the new animal clinic.
- D. BID 98-39:** A resolution awarding a contract to J&L Construction in the amount of \$188,500 plus a project contingency of \$18,850.00 for the construction of a 100 space parking lot in Walker Park and approval of a budget adjustment.
- E. BID 98-43:** A resolution accepting Midwestern Equipment Company's bid for the purchase of a H.D. Cab and Chassis with mounted sewer cleaner (combination wash and vacuum) in the amount of \$231,766.60 and approval of a budget adjustment.
- F. BID 98-48:** A resolution accepting Shipley Motor Equipment Company's bid in the amount of \$130,120 for the purchase of a H.D. Cab and Chassis with mounted combination bulk waste crane with roll off. This unit will be used by the Solid Waste Division.
- G. BID 98-45:** A resolution accepting Alma Tractor and Equipment, Inc.'s bid in the amount of \$90,669.12 for the purchase of two tractor/backhoe/loader. The unit will be used by Water and Sewer Maintenance and Sidewalks and Trails crews.
- H. HAMESTRING SEWER:** A resolution awarding a contract to Jackson Electric in the amount of \$143,583.00 plus contingencies for improvements to the Hamestring Sewer Pump Station, and approval of a budget adjustment in the amount of \$120,000, and approval of expenditures up to \$50,000 from off site escrow accounts to go toward the project costs.

II. OLD BUSINESS

- A. RZ 98-10.00:** An ordinance approving a rezoning request submitted by Demaree Media, Inc. for property located at 1780 Holly Street. The property is zoned R-1, Low Density Residential. The request is for R-O Residential Office. The property contains approximately 2.34 acres.
- B. PLANNING COMMISSION APPEAL:** An appeal submitted by Burke and Eldridge on behalf of Washington Regional Medical Services for a large scale development off Millsap Road and Wimberly Street. The request is to appeal the Planning Commission's decision to deny a waiver request for the construction of a standard city street.
- C. CHAPTER 33 AMENDMENT:** An ordinance amending Chapter 33 of the Code of Fayetteville to provide for the Board of Adjustment, the Plat Review Committee, the Subdivision Committee, the Tree and Landscape Advisory Committee and the Board of Sign Appeals.
- D. DELETING TITLE 15:** An ordinance deleting Title 15; Land Usage; and Sections; 98.01, 98.02, 98.06, 98.07 and 98.12 through 98.00, Streets and Sidewalks; of the Code of Fayetteville; and adopting the Unified Development Ordinance.

III. NEW BUSINESS

- A. LAND PURCHASE:** A resolution authorizing the acquisition of a 12 acre tract of land from Carolyn Hickson in the amount of \$243,000. The property is located along Fat Gulley Road, south of Joyce Blvd. and north of Highway 45. The land will be used for the installation of new water storage towers in conjunction with Fayetteville Water Systems Improvements. Approval should include closing costs associated with the purchase of land.
- B. LANDING FEES:** An ordinance revising and updating the landing fees at Drake Field to meet leasing requirements, industry trends, and use in negotiating future leases and airport agreements.
- C. AIRPORT FIRE STATION AND TERMINAL CANOPY:** A resolution approving a contract amendment in the amount of \$62,100.00 with Garver and Garver Engineers. The amendment covers additional engineering work for two projects; the new Airfield Rescue Fire Fighting building and the Terminal Canopy.
- D. SUMMIT WATER TANK SITE:** A resolution approving a bid award for the restoration of the old Summit water storage tank site.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of 6-16-98

FROM:

<u>H. Dahlinger</u>	<u>Building Maint.</u>	<u>Admin. Services</u>
Name	Division	Department

ACTION REQUIRED:

Approval of a plumbing project 98-7 under annual plumbing contract
 (Res 45-96)

COST TO CITY:	120,913	Animal Shelter Exp -
\$ 47,500	164,429	Clinic
Cost of this Request	Category/Project Budget	Category/Project Name
1010-1518.01		General Fund - Escrow
4470-9470-5804.00	\$ 159,000	Sales Tax Cap Imp.
Account Number	Funds Used To Date	Program Name
96107-20	120,913	General Fund - Escrow
Project Number	\$ 6,329	Sales Tax Cap. Imp.
	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item ☐ Budget Adjustment Attached

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

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Marilyn J. Cramer</u>	<u>5-28-98</u>	
Accounting Manager	Date	ADA Coordinator
<u>[Signature]</u>	<u>5-29-98</u>	<u>[Signature]</u>
City Attorney	Date	Internal Auditor
<u>[Signature]</u>	<u>5-29-98</u>	
Purchasing Officer	Date	

STAFF RECOMMENDATION:

Approval of project

<u>[Signature]</u>	<u>5/28/98</u>
Division Head	Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #: _____

Orig Contract Date: _____

Department Director	Date
---------------------	------

<u>[Signature]</u>	<u>5/28/98</u>
Administrative Services Director	Date

<u>[Signature]</u>	<u>5/24/98</u>
Mayor	Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Ben Mayes, Administrative Services Director 

From: Harold Dahlinger, Facilities Superintendent 

Re: Plumbing and HVAC Contract - Animal Shelter Clinic Expansion

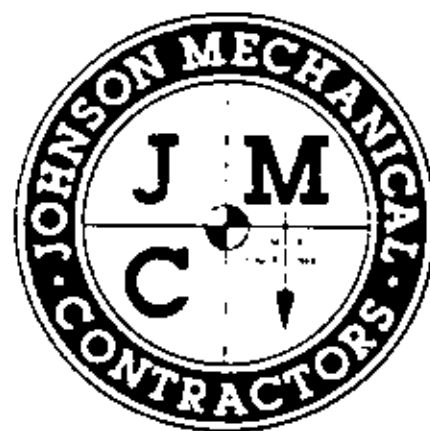
Date: June 1, 1998

The City's 1998 Budget planned a renovation of the old animal shelter and construction of an additional building to provide additional dog runs to ease overuse of the existing animal shelter. The new building planned would provide the City with an animal clinic, complete with a surgery and recovery areas, as well as additional kennels for animals to be sheltered. Funding for this project is in the Sales Tax Capital Improvement Fund and in the General Fund Escrow - Shelter Restricted account. A private citizen donated money for the purpose of improving medical treatment for animals sheltered in the Fayetteville Animal Shelter. This work complies with the gift provisions. Total funding available for 1998 to complete this project is approximately \$285,000.

The cost to renovate the old animal shelter for additional dog runs, cat cages, and storage space is approximately \$115,000. The City is acting as it's own general contractor on these projects to save money. The overall construction cost of the clinic project is estimated at \$170,000. The portions of the project that exceed \$20,000 will be brought forward for City Council approval.

Enclosed is a project contract with Johnson Mechanical Contractors, Inc, for plumbing and HVAC (heating, ventilation and air conditioning) services for the Animal Shelter Clinic Expansion project. The contract includes new plumbing and hvac systems for the animal shelter clinic. The cost to the City for this project is not to exceed \$47,500.

If you have any questions regarding this item please contact Harold Dahlinger at ext. 361. Thank you.



JOHNSON MECHANICAL CONTRACTORS, INC.

May 6, 1998

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn. Mr. Harold Dahlinger

Re: Not to Exceed Proposal
Fayetteville Animal Clinic

We propose to furnish and install plumbing and HVAC work for the above referenced project in accordance with plans and specifications from the office of Perry Butcher and Associates dated 4-2-98 and the following scope of work:

PLUMBING

>All plumbing as shown and specified except trench drains.

Plumbing not to exceed price.....\$28,000.00

Voluntary Alternates (plumbing)

Alternate 1

Furnish and install non ASME rated tank for fixture ET-1 in lieu of rated vessel
Deduct.....\$1,000.00

Alternate 2

Furnish and install mop sink type faucet for fixture HB-1 in lieu of frost proof hydrant specified.
Deduct.....\$300.00

HVAC

>All HVAC work as shown and specified
>Venting of incinerators by others
>No allowance for fire and or smoke dampers (non specified)

HVAC not to exceed price\$19,500.00

Note: For clarification purposes, on page P 2, sink in quarantine room is labeled S-1.
There is no S-1 on fixture schedule. For pricing purposes, I have priced this unit the same
as SS-1. Our cost for this fixture is \$829.73 each.

If you need further clarification or have any questions, please call.

Submitted with Dignity,



Stan Johnson, President

Mayor

RESOLUTION NO. 45-96

A RESOLUTION AWARDDING BID NO. 96-13 FOR PLUMBING
WORK AND SERVICE NEEDS OF THE CITY OF
FAYETTEVILLE FOR 1996 TO JOHNSON MECHANICAL.

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

Section 1. That the City Council hereby awards Bid No. 96-13 for plumbing work
and service needs of the City of Fayetteville for 1996 to Johnson Mechanical. A copy of the
bid tabulations are attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 2nd day of April, 1996.

APPROVED:

By: 

Fred Hanna, Mayor

ATTEST:

By: 

Traci Paul, City Clerk



FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

GENERAL MECHANICAL REQUIREMENTS
SECTION 15010

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Comply with the Conditions of the Contract, General and Supplementary Conditions, and any other applicable requirements contained herein or issued under separate cover.
- B. Perform other work related to or necessary for the mechanical installation in accordance with the applicable Specification Division or Section contained herein.
- C. In Mechanical Specification Sections, items under "RELATED WORK" are listed for convenience only and are not guaranteed to be a complete listing of all applicable work.

1.02 CODES, REGULATIONS AND STANDARDS:

- A. Comply with the latest edition of applicable codes including the following:
 - 1. Standard Building Code
 - 2. Arkansas State Plumbing Code
 - 3. Arkansas State Gas Code
 - 4. Life Safety Code (NFPA 101)
 - 5. National Electrical Code (NFPA 70)
 - 6. Arkansas State Fire Prevention Code
 - 7. Arkansas Gas Pipeline Code
- B. Comply with applicable Regulations as amended, including the following:
 - 1. Arkansas State Department of Health Regulations
 - 2. 1994 Arkansas Rules and Regulations for Energy Efficiency Standards for New Building Construction
 - 3. Arkansas Department of Labor Regulations
 - 4. Occupational Safety and Health Act (OSHA)
 - 5. Utility Company Regulations and Requirements
 - 6. Other State and Federal Laws and Regulations
 - 7. Local Ordinances
- C. Furnish products and perform installation conforming to the latest accepted Standards published by the following organizations:
 - 1. Underwriter's Laboratories, Inc. (UL)

FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

2. National Fire Protection Association (NFPA)
3. National Electrical Manufacturer's Association (NEMA)
4. American Society of Testing Materials (ASTM)
5. American National Standards Institute (ANSI)
6. Air Movement and Control Association (AMCA)
7. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
8. American Society of Mechanical Engineers (ASME)
9. American Water Works Association (AWWA)
10. American Refrigeration Institute (ARI)
11. American Gas Association (AGA)
12. Cast Iron Soil Pipe Institute (CISPI)
13. Midwest Insulation Contractors Association (MICA)
14. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA)
15. Insurance Service Office (ISO)
16. Factory Insurance Association (FIA)
17. Factory Mutual (FM)
18. Institute of Boiler and Radiator Manufacturers (IBR)
19. National Environmental Balancing Bureau (NEBB)
20. Associated Air Balance Council (AABC)
21. American Society of Sanitary Engineers (ASSE)
22. Plumbing and Drainage Institution (PDI)
23. National Sanitation Foundation (NSF)

- D. In case of discrepancy or conflict between Codes, Regulations, Standard Drawings and/or Specifications, the requirement yielding the higher(est) quality work shall govern.

1.03 ADMINISTRATIVE FEES:

- A. Obtain and maintain all necessary licenses, permits and inspections and pay fees including taxes and penalties, if any, required by the Administrative Authority. Refundable deposits will be paid by the Owner.

1.04 PRE-CONSTRUCTION SUBMITTALS:

- A. Submit for approval, Manufacturer's technical data sheets including performance specifications for all equipment and air devices shown on the schedules. Also provide data on all system accessories and all materials. Include all piping ductwork and insulation materials. Accessories to be submitted on shall include valves and all piping accessories, and all duct accessories including extractor turning vanes, control dampers and balancing dampers.
- B. Submit for approval, Contractor's original Shop Drawings of all assemblies

FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

2. National Fire Protection Association (NFPA)
3. National Electrical Manufacturer's Association (NEMA)
4. American Society of Testing Materials (ASTM)
5. American National Standards Institute (ANSI)
6. Air Movement and Control Association (AMCA)
7. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
8. American Society of Mechanical Engineers (ASME)
9. American Water Works Association (AWWA)
10. American Refrigeration Institute (ARI)
11. American Gas Association (AGA)
12. Cast Iron Soil Pipe Institute (CISPI)
13. Midwest Insulation Contractors Association (MICA)
14. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA)
15. Insurance Service Office (ISO)
16. Factory Insurance Association (FIA)
17. Factory Mutual (FM)
18. Institute of Boiler and Radiator Manufacturers (IBR)
19. National Environmental Balancing Bureau (NEBB)
20. Associated Air Balance Council (AABC)
21. American Society of Sanitary Engineers (ASSE)
22. Plumbing and Drainage Institution (PDI)
23. National Sanitation Foundation (NSF)

- D. In case of discrepancy or conflict between Codes, Regulations, Standard Drawings and/or Specifications, the requirement yielding the higher(est) quality work shall govern.

1.03 ADMINISTRATIVE FEES:

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1.04 PRE-CONSTRUCTION SUBMITTALS:

- A. Submit for approval, Manufacturer's technical data sheets including performance specifications for all equipment and air devices shown on the schedules. Also provide data on all system accessories and all materials. Include all piping, ductwork and insulation materials. Accessories to be submitted on shall include valves and all piping accessories, and all duct accessories including extractor turning vanes, control dampers and balancing dampers.
- B. Submit for approval, Contractor's original Shop Drawings of all assemblies

FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

manufactured items including control diagrams. Submit all items called out in individual sections, in addition to those called for in this section.

- C. Indicate all pertinent dimensions on scale drawings necessary for clarity and or coordination of the installation between trades.
- D. Provide complete electrical data and wiring diagrams.
- E. Make Submittals on all work contained in Division 15, Mechanical at one time except by special permission.
- F. Bind Submittals in durable cover(s) with contents conveniently organized and properly indexed with index tabs.
- G. Obtain approval on product manufacturers not specifically named prior to making submittals.
- H. Each Mechanical Section contains a listing of required Submittals only for convenience.
- I. Submit for approval a schedule of nameplates and manufacturer's data sheets and Shop Drawings on special supports and seals.
- J. Provide performance data on all substituted items to demonstrate equality to those scheduled. Include all sound level, rpm, velocity and other data as it is applicable.
- K. Submit proposed changes in ducts, pipes or equipment lay out before ordering or fabrication as stated below under "Intent".

1.05 INTENT:

- A. It is intended that the Contractor provide a complete and operating mechanical system including all incidental items, and connections necessary for proper operation or customarily included even though each and every item may not be indicated.
- B. The Drawings indicate the general layout requirements for equipment, fixtures, piping, ductwork, etc. Final layout will be governed by actual field conditions with all measurements verified at the site. Contractor shall verify that all equipment, ducts, pipes and all other components will fit in the space provided before fabrication or ordering. Contractor shall submit any proposed changes to the Engineer for approval before ordering or fabrication.
- C. It is intended that the mechanical installation be safe, reliable energy, efficient, and easily maintained with adequate provisions allowed for access to equipment.

- D. It is intended that the mechanical system operate quietly with noise levels below the criteria recommended for the application by ASHRAE. Provide corrective action as required to reduce objectionable noise or vibration.

PART 2 - PRODUCTS

2.01 PRODUCT REQUIREMENTS:

- A. Furnish only new standard products of a manufacturer regularly engaged in the production of said products.
- B. Support all products by service organizations with adequate spare parts inventory and personnel located reasonably close to the site.
- C. Where multiple units of the same type or class of products are required, provide all units of the same manufacturer.

2.02 PRODUCT HANDLING:

- A. Store products in the original containers and shelter in a suitable environment at an approved location. Make readily accessible for inspections and inventory accounting.

2.03 PRODUCT SUBSTITUTIONS:

- A. For products specified by generic reference standard, select any product meeting such standard.
- B. For products specified by naming one or more products or manufacturers, select any named. Submit request, in writing, for substitution of any product or manufacturer not specifically named and obtain approval at least five working days prior to bid date.
- C. Provide all information required to support claim of "equality" of product proposed for substitution. Substitutions will be considered only if equivalent in quality, efficiency, performance, size, weight, reliability, appearance, and ease of maintenance to the specified product or manufacturer.
- D. Where approved product substitutions alter the design, space requirement, electrical requirements, connections, or etc., include all work necessary to provide a complete installation of quality equal to or better than that which would have been achieved with products or manufacturers as specified.

2.04 MECHANICAL IDENTIFICATION:

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- D. It is intended that the mechanical system operate quietly with noise levels below the criteria recommended for the application by ASHRAE. Provide corrective action as required to reduce objectionable noise or vibration.

PART 2 - PRODUCTS

2.01 PRODUCT REQUIREMENTS:

- A. Furnish only new standard products of a manufacturer regularly engaged in the production of said products.
- B. Support all products by service organizations with adequate spare parts inventory and personnel located reasonably close to the site.
- C. Where multiple units of the same type or class of products are required, provide all units of the same manufacturer.

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2.04 MECHANICAL IDENTIFICATION:

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- A. Identify each major component as to manufacturer's name, address, model number, serial number, and pertinent ratings on a durable plate attached to the component in a conspicuous place.
- B. Identify each major component as it is named on the Drawings or referred to herein with engraved nameplates made from laminated plastic sheets.
 - 1. Furnish with white letters on black background except for other color coded requirements.
 - 2. Provide appropriate size nameplates with information easily readable.
 - 3. Submit for approval, a schedule of nameplates to be affixed to each major component.
 - 4. Attach nameplates with approved adhesive on factory baked enameled surfaces only. Attach nameplates with proper screws on field painted and all other surfaces.
- C. Identify outdoor underground lines with continuous strip of plastic utility marker tape as manufactured by Seton stating at regular intervals "CAUTION (state utility) PIPE BELOW." Install one foot directly above pipe before backfilling to grade.

2.05 ANCHORS:

- A. Size anchors for minimum safety factor of two times recommended load. Use only corrosion resistant materials.
- B. In new concrete, use malleable iron inserts set prior to pouring concrete.
- C. In existing concrete or solid masonry, use Phillips "Redhead" expansion shields or Elcen self drilling expansion shields. Use power driven fasteners only for light loads and with specific approval.
- D. In hollow masonry, use steel toggle bolts.
- E. On structural steel, use approved beam clamps or direct weld.
- F. In wood, use wood screws or lag screws or through bolt with nuts and washers.
- G. In sheet metal, use self tapping sheet metal screws or machine bolts with washers and nuts.
- H. In bar joists, use hanger rod between bottom angles secured with washers and nuts.

2.06 HANGERS AND SUPPORTS:

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- A. Generally, support piping in accordance with ANSI B31.1 and support ducts accordance with SMACNA duct construction standards.
- B. Support horizontal steel and copper pipe as follows:
 - 1. For pipe sizes 2" and smaller, use adjustable wrought steel ring or clevis hanger spaced at 5 feet on center with 3/8" steel hanger rod.
 - 2. For pipe sizes 2-1/2" through 4", use adjustable wrought steel clevis spaced at 10 feet on center with 5/8" steel hanger rod.
 - 3. Support high temperature pipe with pipe roller hangers to allow for expansion.
- C. Support cast iron soil pipe 4" and smaller with adjustable wrought steel ring clevis hanger spaced at 5 feet on center with 5/8" steel hanger rod.
- D. Support PVC pipe with approved hangers at 4 feet on center.
- E. Provide trapeze hangers consisting of steel angles or channels with spacers and steel hanger rods for multiple piping or duct runs.
- F. Provide copper plated hangers if in contact with copper piping.
- G. Provide 18 gauge galvanized saddles for insulated pipe and size hanger to accommodate pipe and insulation.
- H. Use steel riser clamps for vertical piping support through floors. Provide steel bracket and wrought steel clamp for support from walls.
- I. Support ducts with steel bands, steel angles, or steel channels near each transverse joint.
- J. Support piping on roof with 4"x4"x2' redwood blocks with wooden saddle formed to fit pipe and nailed to block. Loosely clamp pipe to saddle with steel straps.

2.07 CONCRETE BASES:

- A. Provide concrete bases for floor mounted equipment indicated on the Drawing and all exterior equipment mounted on grade. Use proper cement-sand mix to achieve strength of 3000 psi after 28 days.
- B. Provide steel reinforcing bars as required and provide proper ties and supports during pouring.
- C. Establish sizes of bases required to accommodate equipment. Generally, make

FAYETTEVILLE ANIMAL SHELTER
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- A. Generally, support piping in accordance with ANSI B31.1 and support ducts in accordance with SMACNA duct construction standards.
- B. Support horizontal steel and copper pipe as follows:
 - 1. For pipe sizes 2" and smaller, use adjustable wrought steel ring or clevis hanger spaced at 5 feet on center with 3/8" steel hanger rod.
 - 2. For pipe sizes 2-1/2" through 4", use adjustable wrought steel clevis spaced at 10 feet on center with 5/8" steel hanger rod.
 - 3. Support high temperature pipe with pipe roller hangers to allow for expansion.
- C. Support cast iron soil pipe 4" and smaller with adjustable wrought steel ring or clevis hanger spaced at 5 feet on center with 5/8" steel hanger rod.
- D. Support PVC pipe with approved hangers at 4 feet on center.
- E. Provide trapeze hangers consisting of steel angles or channels with spacers and steel hanger rods for multiple piping or duct runs.
- F. Provide copper plated hangers if in contact with copper piping.
- G. Provide 18 gauge galvanized saddles for insulated pipe and size hanger to accommodate pipe and insulation.
- H. Use steel riser clamps for vertical piping support through floors. Provide steel bracket and wrought steel clamp for support from walls.
- I. Support ducts with steel bands, steel angles, or steel channels near each transverse joint.
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2.07 CONCRETE BASES:

- A. Provide concrete bases for floor mounted equipment indicated on the Drawing and all exterior equipment mounted on grade. Use proper cement-sand mix to achieve strength of 3000 psi after 28 days.
- B. Provide steel reinforcing bars as required and provide proper ties and supports during pouring.
- C. Establish sizes of bases required to accommodate equipment. Generally, main

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bases extend 3" larger than equipment.

- D. Provide properly sized anchor bolts held in position with templates. Where anchor bolts cannot be held in sufficient alignment, provide adjustable bolts in pipe sleeves.
- E. Prior to pouring, set steel re-bar dowels in holes drilled in existing slab for proper anchorage of base. Install near each corner and at other intervals not to exceed 24 inches.
- F. Trowel finish and rub smooth. Form edges with 3/4" chamfer.
- G. Grout bases for pumps and other vibrating equipment with non-shrink grout.

2.08 SLEEVES:

- A. For pipes or round ducts through dry floors above grade or interior walls, form sleeves with 18 gauge galvanized sheet metal. Sleeves are not required in non fire rated dry wall construction nor slab on grade.
- B. For pipes through outside walls, firewalls, concrete beams, footings or potentially wet floors, provide schedule 40 galvanized steel pipe sleeves. Provide integral waterstop in outside wall sleeves.
- C. For rectangular ducts through walls or floors, form sleeves with steel angles or channels or galvanized sheet metal.
- D. Extend sleeves through floors one inch above floor and seal watertight. For core drilled penetrations in existing floors, provide one inch angle rings set in sealant in lieu of sleeves. Make wall sleeves flush with wall.
- E. Size sleeves to allow for movement due to expansion and to provide for pipe insulation run continuous through sleeves.
- F. Where pipes or ducts pass through sleeves, completely fill space with insulation or approved fire barrier materials. Provide tight fitting escutcheon plates on both sides of wall sleeves as follows:
 - 1. Galvanized sheet metal caps for ducts.
 - 2. Galvanized or cad plated plates for pipes in mechanical spaces or unfinished areas.
 - 3. Chrome plated brass for pipes in finished areas.

2.09 FLASHING AND SEALS:

- A. Where piping penetrates roof membrane, provide 30 inch square sheet of 5 lb/sq ft. lead or 18 gauge copper. Extend flashing into top of open vent pipes one inch or provide flashing assembly or pitch pan as recommended by roofing manufacturer.
- B. Flash floor drains, except in slab on grade, with copper sheet flashing. Extend flashing under tile or floor finish to 6 inches up wall in showers or 2 feet from floor drain. Clamp flashing to auxiliary drain collar on floor drain.
- C. Provide curbs for all roof mounted equipment. Make curbs minimum of 4 inches above flood level of roof. Flash and counter flash with galvanized sheet metal soldered and properly waterproofed.
- D. Where piping penetrates outside walls, make watertight with oakum and sealant provide modular rubber seal designed for the purpose.

PART 3 - EXECUTION

3.01 MANUFACTURER'S DIRECTIONS:

- A. Handle, install, connect, test, and operate all products, assemblies, and systems in accordance with manufacturer's recommendations.
- B. In case of conflicting requirements between the manufacturer's directions and the Contract Documents, obtain instructions before proceeding with the work.

3.02 INSPECTIONS:

- A. Arrange with the Administrative Authority for inspections of all work required and obtain approval prior to concealing or proceeding with the work.
- B. Give adequate notice before concealing any work for inspections by the Architect or Owner's representatives. Obtain instructions to proceed before concealing the work.

3.03 CLEANING:

- A. Keep the premises clean and free from debris, dirt, etc.
- B. Upon completion of the work, clean and polish all fixtures, equipment, etc.

3.04 WORKMANSHIP:

- A. Perform all work in accordance with the best practices of the trade and provide "neat" installation by mechanics skilled in their respective trades and proper

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- A. Where piping penetrates roof membrane, provide 30 inch square sheet of 5 lb/s ft. lead or 18 gauge copper. Extend flashing into top of open vent pipes one inch or provide flashing assembly or pitch pan as recommended by roofing manufacturer.
- B. Flash floor drains, except in slab on grade, with copper sheet flashing. Extend flashing under tile or floor finish to 6 inches up wall in showers or 2 feet from floor drain. Clamp flashing to auxiliary drain collar on floor drain.
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- A. Keep the premises clean and free from debris, dirt, etc.
- B. Upon completion of the work, clean and polish all fixtures, equipment, etc.

3.04 WORKMANSHIP:

- A. Perform all work in accordance with the best practices of the trade and provide "neat" installation by mechanics skilled in their respective trades and proper

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licensed.

- B. Accurately install piping, ductwork, and other equipment, plumb, level, and true to line with runs parallel or perpendicular to building lines. Make bends or offsets uniform.
- C. Carefully perform all cutting, drilling, digging, etc., and patch or refinish the disturbed area to the condition of adjoining or similar surfaces in an approved manner. Do not cut any structural member without specific approval. Do not cut any electrical or mechanical lines that may be concealed.
- D. Conceal piping, ductwork, etc. in chases, furrings, or above ceilings unless indicated otherwise. Flush mount equipment required in finished walls where possible.

3.05 FLAME AND SMOKE CONSIDERATIONS:

- A. In ducts or other enclosures used for transporting environmental air, including return air plenums above ceilings, use only products conforming to NFPA and UL composite classifications not exceeding 25 for flame spread and 50 for smoke developed ratings. This requirement applies to all materials including adhesives, finishes, etc.
- B. Completely seal penetrations through fire and/or smoke rated walls, ceilings, floors, or other barriers for the passage of piping, ductwork, etc. with a UL listed material to preserve the fire/smoke rating of the barrier.
- C. Provide approved fire dampers in air ducts penetrating fire barriers requiring a fire construction rating greater than one hour. Maintain access to fire dampers fusible link.

3.06 COORDINATION:

- A. Coordinate the mechanical work with the work of related trades to avoid interference's. Determine the exact route of piping and ductwork prior to fabrication and the exact location of each outlet and equipment connection prior to installation.
- B. Study the Architectural, Structural, Mechanical and Electrical Drawings, and Specifications including Shop Drawings and manufacturer's technical data sheets, and compare to actual site conditions and constraints. In case of conflicts or interference, obtain clarification or instructions before performing any work.
- C. Piping or equipment requiring slope or specific mounting elevations will generally have right of way over products whose elevations can be changed.

- D. Carefully plan the sequence of work as required to minimize disruptions at installation time.

3.07 EQUIPMENT CONNECTIONS:

- A. Make all required utility connections to each item of equipment shown or specified including equipment furnished by Owner, and make operational.
- B. Connect overflows, relief discharges, blowdowns, drain valves, etc. with approved piping and extend to floor drains or other approved discharge points.
- C. Make all electrical connections to equipment including power supply and control wiring in accordance with Division 16, Electrical.

3.08 PROTECTION REQUIREMENTS:

- A. Locate existing utility lines and adequately identify and protect during the execution of the work.
- B. Protect public and private property against damage.
- C. Protect all work including building finishes against damage due to dirt, water, chemicals, frost, heat, handling, theft, etc. Keep openings in piping and ductwork and equipment closed with suitable plugs or caps during installation.
- D. Provide necessary warning devices, barricades, or coverings required for safety around moving parts, sharp objects or high temperature surfaces.

3.09 CHASES AND OPENINGS:

- A. Provide templates or details for chases and other openings required through floors, walls, ceilings, etc. to accommodate piping or ductwork.

3.10 TRENCHING AND BACKFILLING:

- A. Excavate bottoms of trenches to required depth and grade for proper slope with uniform and solid bearing for piping. Do not lay pipe on mud, rocks, or unstable soil. Remove unsuitable bearing material and backfill to proper depth with sand or other approved material. If limestone products are used, protect all copper piping from contact with the limestone using sealed insulation or approved sleeve material.
- B. After piping has been satisfactorily leak tested and approved, backfill trench to depth of one foot above top of pipe with sand or fine pea gravel. Install continuous

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- D. Carefully plan the sequence of work as required to minimize disruptions and installation time.

3.07 EQUIPMENT CONNECTIONS:

- A. Make all required utility connections to each item of equipment shown or specified including equipment furnished by Owner, and make operational.
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strip of plastic "CAUTION" tape over pipe and sand. Use suitable material for remaining backfill to finished grade, tamped to 95% compaction.

- C. Before beginning any trenching, locate and determine elevation of all affected piping. Verify that drain lines to be connected to are deep enough to allow sufficient slope before starting trenching.

3.11 PIPING INSTALLATION:

- A. Erect piping without forcing or springing and allow for proper clearance and headroom.
- B. Provide for expansion and contraction with piped loops, changes in direction, or approved expansion couplings.
- C. Install all piping in a manner to prevent freezing. If necessary to install water piping in unheated spaces or outdoors above the frost line, provide electric heat tracing around pipe prior to insulating.

3.12 PAINTING:

- A. Paint ductwork, piping, equipment, etc. exposed in finished areas to match adjacent surfaces as directed. Paint items flat black or as directed if visible through grilles or other openings.
- B. Paint all exposed piping and equipment in mechanical spaces for uniform appearance or identification as directed.
- C. Paint ferrous piping, equipment, hangers, etc. exposed outdoors or subject to rusting, with one coat primer and two coats of approved exterior enamel based paint.
- D. Paint roof mounted and other outdoor equipment to uniformly match background or adjacent surfaces as directed.
- E. Paint plywood backboards used for mounting equipment.

3.13 TESTING, ADJUSTING, AND BALANCING:

- A. After systems are completed and fully operational, perform Testing, Adjusting, and Balancing (TAB) in accordance with procedures recommended in ASHRAE Systems volume, AABC Standards, and NEBB Standards on the following systems:
 - 1. Supply Air System

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2. Return Air System
 3. Exhaust Air System
 4. Outside Air System
- B. Furnish all test equipment, tools and instrumentation required for TAB. Submit proof of calibration when required.
- C. Before beginning TAB, submit forms to be used to the Engineer for approval and use the attached forms.
- D. Adjust fan speeds, dampers, valves, and other controls to achieve design ratings. Balance each air device or valve to within plus or minus 10 percent of indicated flow rates. Perform TAB for each possible mode of operation.
- E. Notify Engineer 24 hours prior to taking final readings and arrange for Engineer to be present for final readings.
- F. Obtain and record all measurements required for final TAB report. Include at least the following data:
1. Running amperes and voltage at each motor 3/4 horsepower or larger. Indicate rpm and direction of rotation.
 2. Air flow rates (cfm) at each supply air outlet, return and outside air intake.
 3. Dry bulb air temperatures in each conditioned space and at entrance and exit of all coils with corresponding outside air temperature. Record refrigerant pressures at the same time.
 4. Static pressures in each control zone relative to outdoors and across each fan, air filter, major component, and major duct run.
- G. TAB shall be performed by a qualified TAB specialist approved by the Engineer.

3.14 POST CONSTRUCTION SUBMITTALS:

- A. Deliver special tools, lubricants, and other products necessary for proper operation and maintenance of the mechanical systems.
- B. Deliver spare parts as called for under other Mechanical Sections contained hereon or on the Drawings.
- C. Submit Project Record Documents indicating all changes from the Contract Documents made during construction.
- D. Submit Certificates of Final Inspections from the Administrative Authority.
- E. Submit Operation and Maintenance Manuals covering all phases of equipment.

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2. Return Air System
 3. Exhaust Air System
 4. Outside Air System
- B. Furnish all test equipment, tools and instrumentation required for TAB. Submit proof of calibration when required.
- C. Before beginning TAB, submit forms to be used to the Engineer for approval and use the attached forms.
- D. Adjust fan speeds, dampers, valves, and other controls to achieve design ratings. Balance each air device or valve to within plus or minus 10 percent of indicated flow rates. Perform TAB for each possible mode of operation.
- E. Notify Engineer 24 hours prior to taking final readings and arrange for Engineer to be present for final readings.
- F. Obtain and record all measurements required for final TAB report. Include at least the following data:
1. Running amperes and voltage at each motor 3/4 horsepower or larger. Indicate rpm and direction of rotation.
 2. Air flow rates (cfm) at each supply air outlet, return and outside air intake.
 3. Dry bulb air temperatures in each conditioned space and at entrance and exit of all coils with corresponding outside air temperature. Record refrigerant pressures at the same time.
 4. Static pressures in each control zone relative to outdoors and across each fan, air filter, major component, and major duct run.
- G. TAB shall be performed by a qualified TAB specialist approved by the Engineer.

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- B. Deliver spare parts as called for under other Mechanical Sections contained hereon or on the Drawings.
- C. Submit Project Record Documents indicating all changes from the Contract Documents made during construction.
- D. Submit Certificates of Final Inspections from the Administrative Authority.
- E. Submit Operation and Maintenance Manuals covering all phases of equipment.

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and systems provided. Include complete spare parts data with current prices and sources of supply. Include copy of manufacturing data sheets and shop drawings required in pre-construction submittals.

- F. Submit extended warranties in excess of the standard one year warranty where required by other Mechanical Sections contained herein or on the Drawings.
- G. Submit TAB report on approved record forms.

3.15 INSTRUCTIONS TO OWNER:

- A. Provide competent instruction to Owner's personnel covering operation and maintenance of all mechanical systems. Provide specialized instruction by manufacturer's technical representatives when required.

END OF SECTION

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**MECHANICAL INSULATION
SECTION 15250**

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Above ground domestic water piping insulation
- B. Underground domestic hot water piping insulation
- C. Interior air duct accoustical/thermal liner
- D. Exterior duct wrap insulation
- E. Refrigerant piping insulation
- F. Cooling condensate drain insulation

1.02 RELATED WORK:

- A. Section 15010 General Mechanical Requirements
- B. Section 15412 Domestic Water Piping System
- C. Section 15890 Low Pressure Ductwork and Accessories

1.03 SUBMITTALS:

- A. Submit Manufacturer's Data Sheets on each type of insulation to be used.

1.04 QUALITY ASSURANCE:

- A. Perform installation in accordance with MICA, Commercial and Industrial Insulation Standards.
- B. Follow manufacturer's directions on adhesive application, fastener spacing, etc.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Glass fiber type equal to Owens-Corning Fiberglass 23ASJ\SSL for 1/2" and greater thickness.

1. K-factor no greater than 0.24
 2. Jacket permeance no greater than 0.02 perms.
 3. Self sealing laps on longitudinal and transverse joints of all service jacket.
 4. J-M "Zeston" PVC fitting covers over Fiberglass inserts for valves and fittings. Provide 25/50 flame/smoke rating when used in air plenums.
- B. Flexible elastomeric pipe insulation equal to Armstrong "Armaflex" for 1/2" and less thickness.
1. Use proper adhesive.
 2. Use sheets cut and molded around valves and fittings.
 3. Do not use in air plenums unless 25/50 flame/smoke rated.
- C. Acoustical Fiberglass interior duct liner with 1-1/2 lb. density and coated face Meet UL 181 on erosion tests and NFPA 90A on flame/smoke rating.
- D. Flexible Fiberglass exterior duct wrap equal to FRK-25.
1. K-factor no greater than 0.3.
 2. 3/4 lb. density.
 3. Foil reinforced kraft (FRK) vapor barrier.
- E. Foam/vinyl safety covers for drains & supply lines equal to Plumberex "Hand Shield."
1. White vinyl cover over insulating foam liner.
 2. Locking strap with recloseable sealing strips and weep seam.
 3. Meet Federal Std. 4.19.4 GSA and ANSI A117-1-1980.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Successfully perform all leak tests prior to applying insulation.
- B. Provide aluminum sheet metal jacket over insulation exposed outdoors above grade. Use rivets and seal joints watertight.
- C. Provide approved coating of mastic over piping insulation jackets installed underground and make waterproof and puncture resistant.
- D. Insure surfaces are clean and dry prior to installing insulation.

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1. K-factor no greater than 0.24
 2. Jacket permeance no greater than 0.02 perms.
 3. Self sealing laps on longitudinal and transverse joints of all service jacket.
 4. J-M "Zeston" PVC fitting covers over Fiberglass inserts for valves and fittings. Provide 25/50 flame/smoke rating when used in air plenums.
- B. Flexible elastomeric pipe insulation equal to Armstrong "Armaflex" for 1/2" and less thickness.
1. Use proper adhesive.
 2. Use sheets cut and molded around valves and fittings.
 3. Do not use in air plenums unless 25/50 flame/smoke rated.
- C. Acoustical Fiberglass interior duct liner with 1-1/2 lb. density and coated face. Meet UL 181 on erosion tests and NFPA 90A on flame/smoke rating.
- D. Flexible Fiberglass exterior duct wrap equal to FRK-25.
1. K-factor no greater than 0.3.
 2. 3/4 lb. density.
 3. Foil reinforced kraft (FRK) vapor barrier.
- E. Foam/vinyl safety covers for drains & supply lines equal to Plumberex "Hand Shield."
1. White vinyl cover over insulating foam liner.
 2. Locking strap with recloseable sealing strips and weep seam.
 3. Meet Federal Std. 4.19.4 GSA and ANSI A117-1-1980.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Successfully perform all leak tests prior to applying insulation.
- B. Provide aluminum sheet metal jacket over insulation exposed outdoors above grade. Use rivets and seal joints watertight.
- C. Provide approved coating of mastic over piping insulation jackets installed underground and make waterproof and puncture resistant.
- D. Insure surfaces are clean and dry prior to installing insulation.

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- E. Neatly finish insulation at hangers or other protrusion. Seal vapor barrier joints in duct wrap with FRK duct tape.
- F. Ducts 18" upstream and 30" downstream from electric resistance and fuel burning heaters located within duct system will be wrapped externally with fiberglass duct wrap. (See Specification Section 15250, Mechanical Insulation Part 2-2.01-D)
- G. All supply and return air systems installed in any unconditioned space shall be insulated with a minimum of 2" thickness, 3/4 density wrap, or 1" thickness, 1-1/2 lb density liner.

3.02 INSULATION SCHEDULE: See Plans

END OF SECTION

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**SANITARY DRAIN, WASTE, AND VENT PIPING SYSTEM
SECTION 15411**

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Underground drain and vent piping
- B. Above ground drain, waste, and vent piping
- C. Sanitary sewer service piping
- D. Condensation drip and overflow piping
- E. Cleanouts
- F. Floor Drains
- G. Manholes

1.02 RELATED WORK:

- A. Section 15010 General Mechanical Requirements
- B. Section 15440 Plumbing Fixtures and Trim

1.03 SUBMITTALS:

- A. Submit manufacturer's data sheets on cleanouts and floor drains.
- B. Submit list of piping products to be used for the listed services and state their manufacturers, classes or types, and other applicable data.
- C. Submit record drawings indicating actual location and routing of installed piping.
- D. Submit Shop Drawings on manholes indicating manufactured items, reinforcing steel requirements, etc.

PART 2 - PRODUCTS

2.01 PIPING:

- A. Underground drain and vent piping inside building and to five feet outside building:

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1. Service Weight (SV) cast iron hub and spigot pipe and fittings, coated inside and outside with coal tar varnish, and joints made with compression type molded neoprene gaskets.
- B. Above ground drain and vent piping:
1. Service Weight (SV) cast iron "No-Hub" pipe and fittings, and joints made with standard weight stainless steel/neoprene couplings.
- C. Waste arms for lavatories, sinks, and urinals:
1. DWV copper pipe with cast brass adapters and wrought copper fittings and joints made with 50-50 solder.
 2. Schedule 40 galvanized steel pipe with screwed fittings (optional).
- D. Underground sewer piping outside building to sewer main:
1. Service Weight (SV) cast iron hub and spigot pipe and fittings, coated inside and outside with coal tar varnish, and joints made with compression type molded neoprene gaskets.
 2. Vitrified slat glaze clay hub and spigot pipe fittings and joints made with compression type molded neoprene gaskets. (Optional)
- E. Condensation drip and overflow piping:
1. Outside building - Schedule 40 PVC pipe and fittings with joints made with solvent-cement weld.
- F. Acid Resistant Piping:
1. Schedule 40 polypropylene with mechanical joint couplings equal to or greater than type II "Blueline" for above ground piping and "Brownline" for below ground piping.

2.02 CLEANOUTS:

- A. Provide cleanouts compatible with type of drain piping to which it is connected. Provide covers compatible with type of floor or wall finish with consideration given to traffic conditions. Make cleanouts same size as pipe through 4 inches.
- B. Floor Cleanout (FCO): Cast iron with tapered brass plug, threaded adjustment housing, and round nickel bronze scoriated top. Wade Series W-6000 or equal.
- C. Grade Cleanout (GCO): Same as FCO except with heavy duty cast iron scoriated top. Set GCO in 18 inch diameter concrete base 4 inches thick and flush with floor.

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1. Service Weight (SV) cast iron hub and spigot pipe and fittings, coated inside and outside with coal tar varnish, and joints made with compression type molded neoprene gaskets.
- B. Above ground drain and vent piping:
1. Service Weight (SV) cast iron "No-Hub" pipe and fittings, and joints made with standard weight stainless steel/neoprene couplings.
- C. Waste arms for lavatories, sinks, and urinals:
1. DWV copper pipe with cast brass adapters and wrought copper fittings and joints made with 50-50 solder.
 2. Schedule 40 galvanized steel pipe with screwed fittings (optional).
- D. Underground sewer piping outside building to sewer main:
1. Service Weight (SV) cast iron hub and spigot pipe and fittings, coated inside and outside with coal tar varnish, and joints made with compression type molded neoprene gaskets.
 2. Vitrified slat glaze clay hub and spigot pipe fittings and joints made with compression type molded neoprene gaskets. (Optional)
- E. Condensation drip and overflow piping:
1. Outside building - Schedule 40 PVC pipe and fittings with joints made with solvent-cement weld.
- F. Acid Resistant Piping:
1. Schedule 40 polypropylene with mechanical joint couplings equal to or better than type II "Blueline" for above ground piping and "Brownline" for below ground piping.

2.02 CLEANOUTS:

- A. Provide cleanouts compatible with type of drain piping to which it is connected. Provide covers compatible with type of floor or wall finish with consideration given to traffic conditions. Make cleanouts same size as pipe through 4 inches.
- B. Floor Cleanout (FCO): Cast iron with tapered brass plug, threaded adjustment housing, and round nickel bronze scoriated top. Wade Series W-6000 or equal.
- C. Grade Cleanout (GCO): Same as FCO except with heavy duty cast iron scoriated top. Set GCO in 18 inch diameter concrete base 4 inches thick and flush with

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finished grade.

- D. Wall Cleanout (WCO): Cast iron with tapered brass plug and stainless steel access cover. Wade W-8450 or equal.
- E. Stack cleanout (SCO): Formed with cleanout tee or other approved fitting of cast iron with brass plug and stainless steel access cover. Wade W-460 or equal.

2.03 FLOOR DRAINS:

- A. Standard Floor Drain (FD): Lacquered cast iron body with flange, clamping collar with seepage openings, and adjustable round satin bronze strainer. Floor drains are 2 inches unless shown otherwise.
- B. Safe Waste Drain (SWD): Same As FD except provide funnel of same material as strainer.
- C. Drain with Backwater Valve (BWV): Same as FD except furnish with integral BWV Wade No. 31 or equal. Provide for all drains installed below grade or where drain flooding may occur.
- D. Garbage Can Wash Drain: Cast iron with flange, sediment bucket, and heavy duty hinged grate. Wade W-1740 or equal.

2.04 TRAPS:

- A. Provide water seal trap for all connections to drain, waste, and vent system. Provide deep seal traps for all floor drains. Floor drain traps to be cast iron, varnish coated inside and out and compatible with type of drain pipe to which it is connected. Provide Wade W-2400 trap primer valve with vacuum breaker where required.
- B. Provide traps enameled on inside for janitor's sinks.
- C. Provide chrome plated brass traps for plumbing fixtures in finished spaces.

2.05 MANHOLES:

- A. Provide heavy duty cast iron covers with mounting ring suitable for supporting truck traffic.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Swab pipes and clean joints and fittings inside and out prior to making connections. Use proper lubricants on compression gaskets.

3.02 INSTALLATION:

- A. Unless indicated otherwise on the Drawings, slope horizontal drain and vent piping in accordance with the following:

<u>Size</u>	<u>Minimum Slope</u>
3" and smaller	1/4" per foot
4" and larger	1/8" per foot

- B. Slope condensation drip and overflow piping a minimum of 1/16" per foot. Extend to approved discharge point.
- C. Bury all underground outside sewer pipe a minimum of 2 feet from finished grade.
- D. On condensate drain for each cooling coil, provide deep seal trap of same material as drip piping. Make trap water seal 2" greater than rated static pressure of fan associated with cooling coil but no less than 3" deep.
- E. Form manholes with steel reinforced concrete to required depths. Provide one inch steel ladder rungs 12 inches on center firmly set in concrete. Provide heavy cast iron cover in mounting ring formed in concrete with steel re-bar around ring.
- F. Make floor drains and cleanouts free from leaks. Lubricate cleanout plugs with mixture of graphite and linseed oil and do not over tighten.
- G. Arrange with local utility for sewer tap and pay all costs to establish sewer service.

3.03 TESTING:

- A. Before concealing, test drain, waste, and vent system and prove leak free:
1. Water test - Subject system to at least 10 feet of hydrostatic head for 30 minutes.
 2. Air test - Subject system to at least 5 psig air pressure for 30 minutes (Optional)

END OF SECTION

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- A. Swab pipes and clean joints and fittings inside and out prior to making connections. Use proper lubricants on compression gaskets.

3.02 INSTALLATION:

- A. Unless indicated otherwise on the Drawings, slope horizontal drain and vent piping in accordance with the following:

<u>Size</u>	<u>Minimum Slope</u>
3" and smaller	1/4" per foot
4" and larger	1/8" per foot

- B. Slope condensation drip and overflow piping a minimum of 1/16" per foot. Extend to approved discharge point.
- C. Bury all underground outside sewer pipe a minimum of 2 feet from finished grade.
- D. On condensate drain for each cooling coil, provide deep seal trap of same material as drip piping. Make trap water seal 2" greater than rated static pressure of fan associated with cooling coil but no less than 3" deep.
- E. Form manholes with steel reinforced concrete to required depths. Provide one inch steel ladder rungs 12 inches on center firmly set in concrete. Provide heavy cast iron cover in mounting ring formed in concrete with steel re-bar around ring.
- F. Make floor drains and cleanouts free from leaks. Lubricate cleanout plugs with mixture of graphite and linseed oil and do not over tighten.
- G. Arrange with local utility for sewer tap and pay all costs to establish sewer service.

3.03 TESTING:

- A. Before concealing, test drain, waste, and vent system and prove leak free:
1. Water test - Subject system to at least 10 feet of hydrostatic head for 30 minutes.
 2. Air test - Subject system to at least 5 psig air pressure for 30 minutes (Optional)

END OF SECTION

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**DOMESTIC WATER PIPING SYSTEM
SECTION 15412**

PART I - GENERAL

1.01 WORK INCLUDED:

- A. Water Service Piping
- B. Hot and Cold Water Piping
- C. Temperature and Pressure (T&P) Relief Piping
- D. Valves
- E. Shock Suppressors

1.02 RELATED WORK:

- A. Section 15010 General Mechanical Requirements
- B. Section 15250 Mechanical Insulation
- C. Section 15440 Plumbing Fixtures and Trim

1.03 SUBMITTALS:

- A. Submit manufacturer's data sheets on valves and shock suppressors.
- B. Submit list of piping products to be used and state their manufacturers, classes or types, and other applicable data.
- C. Submit Shop Drawings of shock suppressors layout proposed.
- D. Submit record drawings indicating actual location and routing of installed piping.
- E. Submit certificate of completion of chlorination.

PART 2 - PRODUCTS

2.01 PIPING:

- A. For underground water service piping outside building to water meter:

1. ASTM B88 type as indicated on drawings hard copper tubing with wrought copper fittings and joints made with 95-5 solder.
 2. Thickness Class 50, cement lined, seal coated, hub and spigot type duct iron with joints made with rubber compression rings manufactured for this purpose. (Optional)
- B. For underground water piping inside building and to five feet outside building:
1. 1" and smaller - ASTM B88 type as indicated on drawings soft copper tubing with no fittings or joints permitted under slab. Make connections above slab using wrought copper fittings and 95-5 solder.
 2. 1-1/4" and larger - ASTM B88 type as indicated on drawings hard copper tubing with wrought copper fittings and joints made with Sil-Fos Solder (15% silver content).
- C. For exposed piping in toilet rooms and other finished areas, use chrome plated brass pipe with threaded fittings.
- D. For above ground water and T&P relief piping inside building, use ASTM B88 type as indicated on drawings hard copper tubing with wrought copper fittings and joints made with 95-5 solder.
- E. Solder containing lead shall not be used on potable water systems.

2.02 VALVES:

- A. Provide valves with suitable materials including discs, plugs, balls, gaskets, lining and lubricants for the service, temperature, and pressure to which they will be exposed. Furnish with solder or screwed connections.
- B. Gate Valves: Bronze, non-rising stem, inside screw, double wedge.
- C. Globe or Angle Valves: Bronze, rising stem, inside screw, renewable composite disc.
- D. Check Valves: Bronze with swing disc.
- E. Standard Hose Bibbs (HB): Bronze, replaceable disc, hose thread outlet with vacuum breaker.
- F. Freeze Proof Hose Bibbs (FPHB): 3/4" anti-siphon non-freeze type with bronze casing and box with loose key handle. Furnish for proper wall thickness.
- G. Garbage Can Wash Valve (GCWV): 3/4" non-freeze mixing type with hot and cold

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1. ASTM B88 type as indicated on drawings hard copper tubing with wrought copper fittings and joints made with 95-5 solder.
2. Thickness Class 50, cement lined, seal coated, hub and spigot type duct iron with joints made with rubber compression rings manufactured for this purpose. (Optional)

B. For underground water piping inside building and to five feet outside building:

1. 1" and smaller - ASTM B88 type as indicated on drawings soft copper tubing with no fittings or joints permitted under slab. Make connections above slab using wrought copper fittings and 95-5 solder.
2. 1-1/4" and larger - ASTM B88 type as indicated on drawings hard copper tubing with wrought copper fittings and joints made with Sil-Fos Solder (15% silver content).

C. For exposed piping in toilet rooms and other finished areas, use chrome plated brass pipe with threaded fittings.

D. For above ground water and T&P relief piping inside building, use ASTM B88 type as indicated on drawings hard copper tubing with wrought copper fittings and joints made with 95-5 solder.

E. Solder containing lead shall not be used on potable water systems.

2.02 VALVES:

A. Provide valves with suitable materials including discs, plugs, balls, gaskets, lining and lubricants for the service, temperature, and pressure to which they will be exposed. Furnish with solder or screwed connections.

B. Gate Valves: Bronze, non-rising stem, inside screw, double wedge.

C. Globe or Angle Valves: Bronze, rising stem, inside screw, renewable composition disc.

D. Check Valves: Bronze with swing disc.

E. Standard Hose Bibbs (HB): Bronze, replaceable disc, hose thread outlet with vacuum breaker.

F. Freeze Proof Hose Bibbs (FPHB): 3/4" anti-siphon non-freeze type with bronze casing and box with loose key handle. Furnish for proper wall thickness.

G. Garbage Can Wash Valve (GCWV): 3/4" non-freeze mixing type with hot and cold

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water connections, bronze casing and deep box with loose key handle. Provide vacuum breaker and furnish for proper wall thickness. Wade W-8606-HC.

- H. Pressure Reducing Valves (PRV): Bronze with 125 psig inlet pressure and 50 psig adjustable outlet pressure. Furnish same size as pipe.
- I. Temperature and Pressure Relief Valve (T&P): Bronze with test lever. Size to handle BTU/hr. rating of water heater.

2.03 SHOCK SUPPRESSORS:

- A. Provide Wade "Shockstops" of all stainless steel construction with welded nested bellows and pre-charged with nitrogen. Size and locate in accordance with PDI-WH201.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Ream pipes and tubing and thoroughly clean inside and outside prior to connecting.

3.02 INSTALLATION:

- A. Slope water piping minimum of 1 inch in 40 feet and arrange to drain at all low points.
- B. Bury all underground outside piping a minimum of 3 feet below finished grade.
- C. Use electrically insulating type connections for joining dissimilar metals such as brass valves or adapters or insulating couplings.
- D. Use proper adapters for screwed valves to copper piping.
- E. Use teflon tape or other approved joint compound to connect threaded pipe.
- F. Connect to T&P relief valve and extend full size to approved discharge point.
- G. Where pipe passes through finished wall, ceiling, or floor, provide chrome plated escutcheon plate securely anchored to pipe. Install pipe so that no threads show.
- H. Arrange with local utility for water tap and meter installation. Pay all costs to establish water services.

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- I. Install gate valve to isolate or shut-off equipment or branch lines. Use globe valves where adjustable flow or throttling is required.
- J. Install hose bibbs centerline, 2 feet above floor or grade. Install garbage can waste valve 4 feet above floor or drain.
- K. Provide PRV to limit maximum static pressure at plumbing fixtures to 70 psi. Submit pressure data taken at different times as approved or install PRV at service connection or in building. Provide PRV at other separate fixtures when shown on Drawings.
- L. Make provisions necessary to prevent cross connections with sanitary drainage system or other non-potable sources. Provide reduced pressure type backflow preventers when required.

3.03 TESTING:

- A. Before concealing or insulating, test domestic water piping and prove leak free. Subject system to minimum hydrostatic pressure of 100 psig and hold for one hour.

3.04 STERILIZATION:

- A. After tests have been successfully completed, thoroughly flush and sterilize the completed domestic water system in accordance with AWWA C601.
- B. Flush entire system after sterilization until residual chlorine content is no greater than 0.2 parts per million.
- C. Chlorinate only when the building is unoccupied.

END OF SECTION

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- I. Install gate valve to isolate or shut-off equipment or branch lines. Use globe valves where adjustable flow or throttling is required.
- J. Install hose bibbs centerline, 2 feet above floor or grade. Install garbage can waste valve 4 feet above floor or drain.
- K. Provide PRV to limit maximum static pressure at plumbing fixtures to 70 psi. Submit pressure data taken at different times as approved or install PRV at service connection or in building. Provide PRV at other separate fixtures when shown on Drawings.
- L. Make provisions necessary to prevent cross connections with sanitary drainage system or other non-potable sources. Provide reduced pressure type backflow preventers when required.

3.03 TESTING:

- A. Before concealing or insulating, test domestic water piping and prove leak free. Subject system to minimum hydrostatic pressure of 100 psig and hold for 24 hours.

3.04 STERILIZATION:

- A. After tests have been successfully completed, thoroughly flush and sterilize the completed domestic water system in accordance with AWWA C601.
- B. Flush entire system after sterilization until residual chlorine content is no greater than 0.2 parts per million.
- C. Chlorinate only when the building is unoccupied.

END OF SECTION

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**NATURAL GAS PIPING SYSTEM
SECTION 15413**

PART I - GENERAL

1.01 WORK INCLUDED:

- A. Underground natural gas service piping
- B. Interior natural gas piping
- C. Exterior exposed natural gas piping
- D. Connectors for appliances and other equipment
- E. Cocks

1.02 RELATED WORK:

- A. Section 15010 General Mechanical Requirements
- B. Section 15780 Packaged Combination Heating-Cooling Units
- C. Section 15620 Fuel Fired Heaters

1.03 SUBMITTALS:

- A. Submit manufacturer's Data Sheets on gas cocks.
- B. Submit list of piping products to be used and state their manufacturers, classes or types, and other applicable data.
- C. Submit record drawings indicating actual location and routing of piping as installed.

1.04 QUALITY ASSURANCE:

- A. Conform to ASME Code and applicable state regulations with all welding materials and welding operator's qualifications. Use only operators fully qualified and certified under the requirements of the Arkansas Gas Pipeline Code (AGPC).

PART 2 - PRODUCTS

2.01 PIPING:

A. Underground piping:

1. Schedule 40 black steel or galvanized steel with malleable iron fittings welded joints with butt weld fittings.
2. Mill coat pipe with high density polyethylene over adhesive undercoating.
3. Wrap field joints and fittings with Republic "X-Tru-Tape" or equal per manufacturer's recommendations.

B. Above ground piping:

1. Schedule 40 black steel or galvanized steel with malleable iron fittings welded joints with butt weld fittings.

C. Connectors for appliances and other equipment:

1. PVC coated spiral flexible brass connector with brass flared gas tubing fittings.

D. Cathodic Protection - Packaged magnesium anodes.

E. Welding Rod - Same material as pipe.

2.02 GAS COCKS:

- A. Iron body with brass plug and washer with screwed or flanged ends rated for 12 lb. WOG.

PART 3 - EXECUTION:

3.01 PREPARATION:

- A. Ream pipes and tubing prior to connecting.
- B. Remove welding slag from welded connections.

3.02 INSTALLATION:

- A. Slope natural gas piping minimum of 1 inch in 40 feet and provide minimum 1 deep drip pocket same size as pipe, at all low points and at final connections equipment. Provide malleable iron removable screw-on cap on bottom of drip pocket.
- B. Bury underground gas piping minimum of 2 feet below finished grade.
- C. Provide one or more anodes, sized for pipe size and length of underground

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A. Underground piping:

1. Schedule 40 black steel or galvanized steel with malleable iron fittings welded joints with butt weld fittings.
2. Mill coat pipe with high density polyethylene over adhesive undercoating.
3. Wrap field joints and fittings with Republic "X-Tru-Tape" or equal per manufacturer's recommendations.

B. Above ground piping:

1. Schedule 40 black steel or galvanized steel with malleable iron fittings welded joints with buttweld fittings.

C. Connectors for appliances and other equipment:

1. PVC coated spiral flexible brass connector with brass flared gas tubing fittings.

D. Cathodic Protection - Packaged magnesium anodes.

E. Welding Rod - Same material as pipe.

2.02 GAS COCKS:

- A. Iron body with brass plug and washer with screwed or flanged ends rated for 15 lb. WOG.

PART 3 - EXECUTION:

3.01 PREPARATION:

- A. Ream pipes and tubing prior to connecting.
- B. Remove welding slag from welded connections.

3.02 INSTALLATION:

- A. Slope natural gas piping minimum of 1 inch in 40 feet and provide minimum 1 inch deep drip pocket same size as pipe, at all low points and at final connections to equipment. Provide malleable iron removable screw-on cap on bottom of drip pocket.
- B. Bury underground gas piping minimum of 2 feet below finished grade.
- C. Provide one or more anodes, sized for pipe size and length of underground piping.

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service.

- D. Use flexible connector and gas cock for final connection to each appliance or other gas fueled unit.
- E. Provide dielectric union where piping emerges from underground.
- F. Weld all connections where piping must be concealed. Provide ventilated pipe sleeves where required.
- G. Use teflon tape or other approved joint compound to connect threaded pipe.
- H. Arrange with local utility for gas tap and meter installation. Pay all costs to establish natural gas service.
- I. Make sure all piping concealed in walls or other areas are properly vented. At top of solid walls vent with opening which is 2 times the diameter of the pipe.
- J. Provide ventilated pipe sleeves under all paving and other hard surfaces.

3.03 TESTING:

- A. Before concealing, test natural gas piping system and prove leak free. Subject system to at least 50 psig air pressure for 30 minutes.
- B. Check underground piping coating with a "Holiday" detector and prove free from leakage currents through coating.

END OF SECTION

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**PLUMBING FIXTURES AND TRIM
SECTION 15440**

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Plumbing fixtures, trim, and accessories.

1.02 RELATED WORK:

- A. Section 15010 General Mechanical Requirements
- B. Section 15411 Sanitary Drain, Waste, and Vent Piping System
- C. Section 15412 Domestic Water Piping System

1.03 SUBMITTALS:

- A. Submit Manufacturer's Data Sheets including rough-in requirements and installation instructions for all fixtures and accessories.

PART 2 - PRODUCTS

2.01 PLUMBING FIXTURES:

- A. Provide only new fixtures and trim free from blemishes, scratches, discoloration or other flaws.
- B. Provide fixtures and trim as scheduled on the Drawings. Include all mounting accessories and incidental items for a complete installation.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Verify rough-in arrangement and clean mounting surfaces prior to installation.
- B. Provide sturdy support for all fixtures and proper anchors for rough-in connections. Provide additional wood blocking as required for adequate support.

3.02 INSTALLATION:

- A. Install each fixture with proper water seal trap. Furnish water closets and urinals

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with integral traps. Provide chrome plated brass traps, waste arms, tailpieces, and wall escutcheon plates, for all other fixtures set above floor level.

- B. Provide each fixture with an accessible chrome plated brass supply with screw driver or loose key stop, reducer, and escutcheon.
- C. Furnish wall hung lavatories, drinking fountains, urinals, water closets, and other wall mounted fixtures with heavy duty approved wall carriers designed for purpose and compatible with wall construction and thickness.
- D. Install fixtures at the following mounting heights above finished floor unless indicated otherwise:

1.	Water Closet:	
	Standard	15" to top of rim
	Handicapped	18" to top of rim
2.	Urinal:	
	Standard	22" to top of rim
	Handicapped	17" to top of rim
3.	Wall Hung Lavatory:	
	Standard	31" to top of rim
	Handicapped	34" to top of rim
4.	Drinking Fountain:	
	Standard	40" to top of rim
	Handicapped	36" to top of rim

* Flush Controls shall be 44" max. AFF.

- E. Where fixtures come in contact with wall, counter, or other mounting surface, caulk with fine dental plaster or approved material for clean waterproof joint.

3.03 FIXTURE ROUGH-IN SCHEDULE:

- A. Provide rough-in piping connections for the following minimum sizes or as required for particular fixture.

		Waste	Vent	Cold Water	Hot Water
1.	Water Closets (Flush Valve)	3"	2"	1"	----

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with integral traps. Provide chrome plated brass traps, waste arms, tailpieces, and wall escutcheon plates, for all other fixtures set above floor level.

- B. Provide each fixture with an accessible chrome plated brass supply with screw driver or loose key stop, reducer, and escutcheon.
- C. Furnish wall hung lavatories, drinking fountains, urinals, water closets, and other wall mounted fixtures with heavy duty approved wall carriers designed for purpose and compatible with wall construction and thickness.
- D. Install fixtures at the following mounting heights above finished floor unless indicated otherwise:
 - 1. Water Closet:
 - Standard 15" to top of rim
 - Handicapped 18" to top of rim
 - 2. Urinal:
 - Standard 22" to top of rim
 - Handicapped 17" to top of rim
 - 3. Wall Hung Lavatory:
 - Standard 31" to top of rim
 - Handicapped 34" to top of rim
 - 4. Drinking Fountain:
 - Standard 40" to top of rim
 - Handicapped 36" to top of rim
- * Flush Controls shall be 44" max. AFF.
- E. Where fixtures come in contact with wall, counter, or other mounting surface, caulk with fine dental plaster or approved material for clean waterproof joint.

3.03 FIXTURE ROUGH-IN SCHEDULE:

- A. Provide rough-in piping connections for the following minimum sizes or as required for particular fixture.

		Waste	Vent	Cold Water	Hot Water
1.	Water Closets (Flush Valve)	3"	2"	1"	—

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2.	Urinals (Flush Valve)	2"	1-1/2"	3/4"	—
3.	Lavatories & Small Sinks	1-1/2"	1-1/4"	1/2"	1/2"
4.	Janitor's Sinks	3"	1-1/2"	1/2"	1/2"
5.	Drinking Fountains	1-1/4"	1-1/4"	1/2"	—
6.	Shower Mixing Valves	See Floor Drain	—	1/2"	1/2"
7.	Bathtubs	1-1/2"	1-1/4"	1/2"	1/2"
8.	Utility Boxes (Washing Mach.)	2"	1-1/4"	1/2"	1/2"

- B. Where lavatories are supplied with cold water only, connect cold water supply to both hot and cold connections of lavatory fitting.

3.04 ADJUSTING:

- A. Adjust each flush valve for minimum water usage to obtain specified performance and for minimum noise.

END OF SECTION

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FORCED AIR FURNACES
SECTION 15610

PART I - GENERAL

1.01 WORK INCLUDED:

- A. Forced air furnaces
- B. Unit controls and safety devices
- C. Accessories

1.02 RELATED WORK:

- A. Section 15010 General Mechanical Requirements
- B. Section 15900 Low Pressure Ductwork and Accessories

1.03 SUBMITTALS:

- A. Submit Manufacturer's Data Sheets on each furnace including all accessories. Clearly indicate optional features to be furnished. Include detailed instructions and dimensions.
- B. Submit extended warranties required herein.

1.04 QUALITY ASSURANCE:

- A. Furnish units complying with ANSI Standards for safety and efficiency and certified by AGA for outdoor applications.

1.05 EXTENDED WARRANTIES:

- A. Provide ten year unconditional parts warranty on heat exchangers.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Acceptable manufacturers other than those scheduled are Rheem, Ruud, Carrier, Bryant, Lennox and Trane Company.

2.02 FURNACES:

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- A. Provide units factory assembled, piped, wired and tested.
- B. Furnish with 20 gauge galvanized steel casing with factory painted enamel finish. Insulate plenums and fan section with one inch fiberglass. Furnish outside air hoods with heavy wire mesh inlet screens.
- C. Fans to be belt driven or direct drive, forward curved, centrifugal type. Dynamically balance fans and resiliently mount.
- D. Heating section non-condensing furnaces shall include:
 - 1. Seam welded aluminized steel with 20 gauge tubes and 18 gauge headers.
 - 2. 20 gauge aluminized steel burners.
 - 3. Hot service ignition and all other required safety controls in the valve train. Furnish fan delay control for both ON and OFF.
 - 4. Redundant main gas control.
 - 5. Low energy power vent blower.
- E. Heating Section – Condensing type furnaces shall include:
 - 1. Energy saving type 29-4C stainless steel finned recuperative coil.
 - 2. Durable, cycle tested, heavy gauge aluminized steel heat exchangers.
 - 3. Linear aluminized steel burners.
 - 4. Reinforced Noryl condensate collector and flue passage.
 - Complete front service access.
 - Baked enamel finish.
 - Multi-speed direct drive blower assembly for automatic heat/cool air volume variation.
 - Air conditioning fan relay.
 - 35 VA transformer to serve heating and air conditioning control system.
 - 5. Unique single-speed induced draft blower assembly to handle 40 MPH wind force in sidewall discharge application.
 - 6. Dual gas valve and regulator.
 - Limit and adjustable fan control.
 - Blower door safety switch.
 - 7. Energy-saving hot surface igniter system with safety control.
 - 8. Vent proving pressure differential switch.
 - 9. Inlet air pressure differential switch.
 - 10. Flame roll out safety device.
 - 11. Flue temperature safety thermostat.
 - Cleanable air filter.
 - 12. Direct vent with piped combustion air and flue gas.
 - 13. Provide manufacturer's wall or roof combination combustion air/ flue gas outlet.
 - 14. The vent collar shall have a built-in secondary drain to remove condensation.

FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

- A. Provide units factory assembled, piped, wired and tested.
- B. Furnish with 20 gauge galvanized steel casing with factory painted enamel finish. Insulate plenums and fan section with one inch fiberglass. Furnish outside air hoods with heavy wire mesh inlet screens.
- C. Fans to be belt driven or direct drive, forward curved, centrifugal type. Dynamical balance fans and resiliently mount.
- D. Heating section non-condensing furnaces shall include:
 1. Seam welded aluminized steel with 20 gauge tubes and 18 gauge headers.
 2. 20 gauge aluminized steel burners.
 3. Hot service ignition and all other required safety controls in the valve train. Furnish fan delay control for both ON and OFF.
 4. Redundant main gas control.
 5. Low energy power vent blower.
- E. Heating Section – Condensing type furnaces shall include:
 1. Energy saving type 29-4C stainless steel finned recuperative coil.
 2. Durable, cycle tested, heavy gauge aluminized steel heat exchangers.
 3. Linear aluminized steel burners.
 4. Reinforced Noryl condensate collector and flue passage.
 - Complete front service access.
 - Baked enamel finish.
 - Multi-speed direct drive blower assembly for automatic heat/cool air volume variation.
 - Air conditioning fan relay.
 - 35 VA transformer to serve heating and air conditioning control system.
 5. Unique single-speed induced draft blower assembly to handle 40 MPH wind force in sidewall discharge application.
 6. Dual gas valve and regulator.
 - Limit and adjustable fan control.
 - Blower door safety switch.
 7. Energy-saving hot surface igniter system with safety control.
 8. Vent proving pressure differential switch.
 9. Inlet air pressure differential switch.
 10. Flame roll out safety device.
 11. Flue temperature safety thermostat.
 - Cleanable air filter.
 12. Direct vent with piped combustion air and flue gas.
 13. Provide manufacturer's wall or roof combination combustion air/ flue gas outlet.
 14. The vent collar shall have a built-in secondary drain to remove condensation.

FAYETTEVILLE ANIMAL SHELTER
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- F. Provide filter frame and 1 inch throw away filter.
- F. Provide firestat in return air stream of units rated for 2,000 cfm or more, and in all units serving a mean of egress, wired to shut off unit in the event of a fire.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Provide watertight installation and connect ducts, natural gas piping, electrical power and control wiring for proper operation.
- B. Connect control wiring to thermostat and furnace. Provide thermostat with heat/cool manual switch and fan ON/AUTO switch.

END OF SECTION

FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

- F. Provide filter frame and 1 inch throw away filter.
- F. Provide firestat in return air stream of units rated for 2,000 cfm or more, and in all units serving a mean of egress, wired to shut off unit in the event of a fire.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Provide watertight installation and connect ducts, natural gas piping, electrical power and control wiring for proper operation.
- B. Connect control wiring to thermostat and furnace. Provide thermostat with heat/cool manual switch and fan ON/AUTO switch.

END OF SECTION

FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

**SPLIT SYSTEM CONDENSING UNITS
SECTION 15670**

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Outdoor Condensing Units with compressors
- B. Cooling (evaporator) coils
- C. Unit controls and safety devices
- D. Refrigerant Piping
- E. Accessories

1.02 RELATED WORK:

- A. Section 15010 General Mechanical Requirements
- B. Section 15610 Forced Air Furnaces
- C. Section 15890 Low Pressure Ductwork and Accessories

1.03 SUBMITTALS:

- A. Submit Manufacturer's Data Sheets on each unit and all accessories to be furnished. Clearly indicate optional features to be furnished and all electrical requirements. Include detailed installation instructions and dimensions.
- B. Submit Shop Drawings on special mounting arrangements if not included in standard installation instructions.
- C. Submit extended warranties required herein.

1.04 OPERATING EFFICIENCY:

- A. Provide condensing unit and evaporator coil combination to achieve a SEER rating of at least 9.0.

1.05 QUALITY ASSURANCE:

- A. Test and rate cooling capacities in accordance with ARI Standard 210.

FAYETTEVILLE ANIMAL SHELTER
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- B. Furnish condensing units certified by AGA for outdoor applications and UL listed for the application.

1.06 EXTENDED WARRANTY:

- A. Provide five year unconditional parts warranty on compressor unit.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Acceptable manufacturers are Carrier, Rheem, Ruud, Trane and Bryant.

2.02 CONDENSING:

- A. Provide units factory assembled, piped, wired, and charged with R-22. Include motor starters, overloads, and contactors, and provide 24 volt control transformer.
- B. Furnish with 20 gauge zinc-coated steel casing with baked enamel finish.
- C. Provide hermetically sealed 3600 rpm compressor(s) with the following refrigeration safety controls:
 - 1. Compressor overloads including over-current and over-temperature.
 - 2. High pressure controls.
 - 3. Low pressure controls on units over 5 tons.
 - 4. Crankcase heaters.
 - 5. 5 minute timer to prevent compressor(s) from short cycling.
 - 6. 4 Minute time delay between starting compressors on multi-compressor models.
- D. Use copper tubing mechanically bonded to aluminum fins for evaporator and condenser coils. Perform successful pressure and leak tests at the factory on each coil.
- E. Condenser fans to be direct drive balanced propeller fans with weatherproof motors.
- F. Provide fully gasketed and insulated (1" of 1 lb. density) evaporator coil casing. Provide insulated drain pan.
- G. Provide expansion valve at evaporator coil properly sized.
- H. Provide type K copper refrigerant piping sized per manufacturers recommendation.

FAYETTEVILLE ANIMAL SHELTER
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- B. Furnish condensing units certified by AGA for outdoor applications and UL listed for the application.

1.06 EXTENDED WARRANTY:

- A. Provide five year unconditional parts warranty on compressor unit.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Acceptable manufacturers are Carrier, Rheem, Ruud, Trane and Bryant.

2.02 CONDENSING:

- A. Provide units factory assembled, piped, wired, and charged with R-22. Include motor starters, overloads, and contactors, and provide 24 volt control transformer
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- F. Provide fully gasketed and insulated (1" of 1 lb. density) evaporator coil casing. Provide insulated drain pan.
- G. Provide expansion valve at evaporator coil properly sized.
- H. Provide type K copper refrigerant piping sized per manufacturers recommendations.

FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Provide installation and connect refrigerant piping, electric power, and control wiring for proper operation.
- B. Limit all refrigerant piping to 50' in length where possible. For piping over 50' in length, increase pipe sizes one pipe size.

END OF SECTION

FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

FANS
SECTION 15860

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Roof mounted centrifugal fans
- B. Centrifugal cabinet fans
- C. Propeller wall fans
- D. Fan accessories

1.02 RELATED WORK:

- A. Section 15010 General Mechanical Requirements
- B. Section 15890 Low Pressure Ductwork and accessories

1.03 SUBMITTALS:

- A. Submit Manufacturer's Data Sheets on all fans and accessories. Indicate operating point(s) on fan curve and noise data.

PART 2 - PRODUCTS

2.01 SCHEDULED ITEMS:

- A. Provide fans and accessories as scheduled on the Drawings or equal. Equivalent fan substitutions shall not increase horsepower or noise level for specified air volume.
- B. Provide fans capable of accommodating static pressure variations of plus or minus 10%.
- C. Provide adjustable sheaves and belt guards on belt driven fans.
- D. Provide guards or safety screens on exposed blades or wheels.
- E. Statically and dynamically balance fans for minimum vibration. Resiliently mount centrifugal wheels.
- F. Provide rattle free backdraft dampers with lined edges except for kitchen hood

exhauster.

- G. Provide roof curb, birdscreen, and cord and plug disconnect for roof mounted fans except kitchen hood exhauster.
- H. Provide solid state speed controller for direct driven fans where indicated or required to achieve specified performance.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Follow manufacturer's directions. Verify correct rotation of fan wheels.
- B. Provide fire stat or smoke detector in the return of units below 2000 CFM. The detector shall be installed prior to mixing with outside air. Provide smoke detector in supply of units greater than 2000 CFM. If the entire area served by the unit is not protected by smoke detectors, then provide a smoke detector in the return also of units greater than 2000 CFM. The smoke detectors shall shut the unit down. If the building contains a fire alarm system, the smoke detectors shall also signal the fire alarm panel. For systems greater than 15000 CFM serving more than one floor, provide smoke detector at each floor in return air duct prior to connection to the common return duct and prior to connection any outside air duct.

3.02 BALANCING:

- A. Balance each fan to specified flow rate for the actual static pressure. Adjust or replace sheaves on belt drives or adjust speed controls. Provide balancing dampers when required.

END OF SECTION

FAYETTEVILLE ANIMAL SHELTER
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exhauster.

- G. Provide roof curb, birdscreen, and cord and plug disconnect for roof mounted fans except kitchen hood exhauster.
- H. Provide solid state speed controller for direct driven fans where indicated or required to achieve specified performance.

PART 3 - EXECUTION

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- A. Balance each fan to specified flow rate for the actual static pressure. Adjust or replace sheaves on belt drives or adjust speed controls. Provide balancing dampers when required.

END OF SECTION

FAYETTEVILLE ANIMAL SHELTER
FAYETTEVILLE, AR

LOW PRESSURE DUCTWORK AND ACCESSORIES
SECTION 15890

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Sheet metal ductwork including plenums
- B. Flexible insulated ducts
- C. Air devices including louvers and dampers
- D. Other duct accessories

1.02 RELATED WORK:

- A. Section 15010 General Mechanical Requirements
- B. Section 15250 Mechanical Insulation

1.03 SUBMITTALS:

- A. Submit Manufacturer's Data Sheets on air devices, dampers, louvers, flexible duct, take-off fittings, and other manufactured items.
- B. Submit Shop Drawings of ductwork layouts, fittings and air devices.

1.04 QUALITY ASSURANCE:

- A. Fabricate ductwork in compliance with SMACNA Low Pressure Duct Standard and NFPA 90A.

PART 2 - PRODUCTS

2.01 SHEET METAL DUCTS:

- A. Use galvanized steel lock forming quality with 1.25 ounces per square foot zinc coating on each side.
- B. Use rivets or sheet metal screws for fasteners.
- C. Use proper water and fire resistant sealant.

2.02 FLEXIBLE DUCTS:

- A. Flexible spiral wound duct with 1" insulation and vapor barrier equal to Owens-Corning Fiberglas INL-25 or ATCO Series 900.
 - 1. Insulation conductance at 75°F, no greater than 0.23 btu/hr. sf. deg.
 - 2. Vapor transmission of vapor barrier no greater than 0.1 perms.

2.03 AIR DEVICES:

- A. Furnish and install items as scheduled on the Drawings.
- B. Provide ceiling mounted devices compatible with ceiling type.
- C. Provide storm proof type louvers with heavy gauge wire mesh on outside. Field paint as directed.
- D. Provide insulated low energy motorized shutter-dampers for large outdoor air intakes as scheduled.

2.04 DUCTWORK ACCESSORIES:

- A. Provide double thickness airfoil type turning vanes at all rectangular elbows. Perforated, internally insulated blades shall be used on ducts 20" and wider.
- B. Provide 16 gauge galvanized steel balancing dampers with quadrants and adjustment rod and lock screw where required for proper TAB.
- C. Fabricate splitter dampers of double thickness sheet metal with streamlined shape. Provide exterior adjustment rod and lock screw.
- D. Where round duct takes off from rectangular duct, provide 45° rectangular to round take-off fitting with butterfly volume damper.
- E. Provide flexible connections of neoprene coated flameproof fabric tightly crimped into metal edging strips. Attach to ductwork and equipment with sheet metal screws.
- F. Provide access doors where required for maintenance and inspection. Fabricate of galvanized steel with gaskets and quick fastening locking devices. Provide double thickness insulated door in insulated ductwork.
- G. When indicated on Drawings, provide type B fire damper of the curtain type with fusible link with 90% free area of duct. Select fusible link for 160°F. unless shown otherwise.

FAYETTEVILLE ANIMAL SHELTER
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2.02 FLEXIBLE DUCTS:

- A. Flexible spiral wound duct with 1" insulation and vapor barrier equal to Owens-Corning Fiberglas INL-25 or ATCO Series 900.
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- G. When indicated on Drawings, provide type B fire damper of the curtain type with fusible link with 90% free area of duct. Select fusible link for 160°F. unless shown

FAYETTEVILLE ANIMAL SHELTER
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otherwise. Provide access doors at all fire dampers.

PART 3 - EXECUTION

3.01 FABRICATION:

- A. Provide proper duct reinforcing with angles or cross breaks per SMACNA Standard, insulate per Section 15250.
- B. Lap metal ducts in direction of air flow.
- C. Make transitions gradually with divergence no greater than 30°.
- D. Rigidly construct ducts with tight joints free from vibration, rattles, or air noise. Audible leaks shall be sealed with approved sealant.
- E. Construct plenums of galvanized panels suitably reinforced and diagonally braced.

3.02 INSTALLATION:

- A. Use flexible duct for final connection to air devices only. Connect with strap or clamp.
- B. Use flexible fabric connections at each fan and air handling device.
- C. Verify locations required of outlets and make adjustments to coordinate with architectural features, lighting fixtures, etc.
- D. Adjust air devices for proper throw distance and direction.
- E. Provide at least either 2 lined, rectangular elbows or 15 feet of lined, rectangular, straight duct at the supply and return connection of all forced air units.
- F. Seal all longitudinal and transverse joints with foil duct tape.

END OF SECTION

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of 6-16-98

FROM:

<u>H. Dahlinger</u>	<u>Building Maint.</u>	<u>Admin. Services</u>
Name	Division	Department

ACTION REQUIRED:

Approval of a contract with RPD Quality Construction, Inc., for all slab work for new Animal Clinic per bid 98-50. Contract amount \$39,200 plus contingency \$8,000.

COST TO CITY:

<u>\$ 47,220</u>	<u>\$ 165,429</u>	<u>Animal Clinic</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>1010-1518.01</u>	<u>\$ 111,900</u>	<u>Program Name</u>
<u>4470-9470-5804.00</u>	Funds Used To Date	<u>General Fund - Escrow</u>
Account Number		Sales Tax Capital Imp.
<u>96107-20</u>	<u>\$ 53,529</u>	<u>Fund</u>
Project Number	Remaining Balance	

BUDGET REVIEW: X Budgeted Item Budget Adjustment Attached

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

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>[Signature]</u>	<u>5-28-98</u>	<u>ADA Coordinator</u>	<u>Date</u>
Accounting Manager			
<u>[Signature]</u>	<u>5-29-98</u>	<u>Internal Auditor</u>	<u>5-29-98</u> ✓
City Attorney			
<u>[Signature]</u>	<u>5-29-98</u>	<u>Date</u>	
Purchasing Officer			

STAFF RECOMMENDATION:

Approval of contract

<u>[Signature]</u>	<u>5/28/98</u>
Division Head	Date

Cross Reference

<u>[Signature]</u>	<u>5/29/98</u>
Department Director	Date

New Item: **Yes** **No**

<u>[Signature]</u>	<u>5/29/98</u>
Administrative Services Director	Date

Prev Ord/Res #: _____

<u>[Signature]</u>	<u>5/29/98</u>
Mayor	Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Ben Mayes, Administrative Services Director *BM*

From: Harold Dahlinger, Facilities Superintendent *HD*

Re: Concrete Installation - Animal Shelter Clinic Expansion

Date: June 1, 1998

The City's 1998 Budget planned a renovation of the old animal shelter and construction of an additional building to provide additional dog runs to ease overuse of the existing animal shelter. The new building planned would provide the City with an animal clinic, complete with a surgery and recovery areas, as well as additional kennels for animals to be sheltered. Funding for this project is in the Sales Tax Capital Improvement Fund and in the General Fund Escrow - Shelter Restricted account. A private citizen donated money for the purpose of improving medical treatment for animals sheltered in the Fayetteville Animal Shelter. This work complies with the gift provisions. Total funding available for 1998 to complete this project is approximately \$285,000.

The cost to renovate the old animal shelter for additional dog runs, cat cages, and storage space is approximately \$115,000. The City is acting as it's own general contractor on these projects to save money. The overall construction cost of the clinic project is estimated at \$170,000. The portions of the project that exceed \$20,000 will be brought forward for City Council approval.

Enclosed is a project contract with RPD Quality Construction Inc for concrete slab and pier services for the Animal Shelter Clinic Expansion project. The contract includes placement of a dirt pad, placement of steel for piers and grade beam, as well as the placement of concrete for the piers, grade beam, and concrete slab for the animal shelter clinic. The cost to the City for this work is \$39,220 plus a contingency of \$8,000. The contingency funding is requested due to the uncertainty of longer piers for the foundation and slab for the building. Test boring has been completed; however, the actual soil condition will remain unknown until the piers are actually bored.

If you have any questions regarding this item please contact Harold Dahlinger at ext. 361. Thank you.

RPD QUALITY CONSTRUCTION INC
1701 N. SANG
FAYETTEVILLE, AR

PROPOSAL

DATE ESTIMATE NO.

5/27/98 1190

NAME / ADDRESS

Fayetteville Animal Clinic
Fayetteville, AR

PROJECT

ITEM	DESCRIPTION	QTY	RATE	TOTAL
concrete...	perform work as described below install dirt pad per engineers specs drill, place steel and pour 22 piers @ 18 inch diameter x 15 feet deep form, place steel and pour grade beam per specs form, place steel, pour and finish approx. 2525 square feet slab per specs form, pour and finish sidewalk and steps per specs add \$3.00 per foot below 15 ft. for piers add \$1500.00 if casings are needed and \$6.50 per foot below 15 ft. add \$13.50 per cubic yard to fill soft areas excludes: handrails and trench drains		39,220.00	39,220.00

Total \$39,220.00

Mayor

BID: 98-50
DATE: 5/27/98
TIME: 98-50
CITY OF FAYETTEVILLE

DESCRIPTION: ANIMAL CLINIC BLDG POURED CONCRETE

BIDDER	ITEM #1
MARINONI CONST	\$49,900.00
RPD QUALITY CONST	\$39,220.00

Certified by *P. Vice*
P Vice Purch Mgr

Witness *William* Date *5/27/98*

SECTION 03100

CONCRETE FORMWORK

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. Furnishing and installation of all formwork required for cast-in-place concrete as indicated on the Drawings and specified herein.

B. Related Sections:

1. Section 03200 - Concrete Reinforcement.
2. Section 03300 - Cast-in-place Concrete.

1.02 REFERENCES

- A. All cast-in-place concrete work required for the project shall be executed in accordance with "Building Code Requirements for Reinforced Concrete" (ACI 318), most current edition, revised to date, hereinafter referred to as the "ACI Code".
- B. All sections of the code are binding where applicable to job conditions. The Contractor shall obtain and have available at all times on the job site, copies of the following latest approved date ACI standards:
 1. ACI 318: Building Code Requirements for Reinforced Concrete.
 2. ACI 347: Recommended Practice for Concrete Formwork.
 3. ACI 604: Recommended Practice for Winter Concreting.
 4. ACI 605: Recommended Practice for Hot Weather Concreting.These standards are published by the American Concrete Institute, P.O. Box 19150, Redford Station, Detroit, Michigan 48219.

PART 2 PRODUCTS

2.01 MATERIALS

A. Forms:

1. Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
2. Use flexible spring steel forms or laminated boards to form radius bends as required.

- B. Form release agent: Coat forms with nonstaining-type coating that will not discolor or deface surface of concrete.
- C. Form ties: Form ties for all concrete which will be exposed upon completion shall be of a type which will not leave a hole larger than 7/8" in diameter in the concrete surface, and which will not leave metal closer than 1-1/2" to the concrete surface.

PART 3 EXECUTION

3.01 GENERAL FORMWORK

- A. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork for grade and alignment to following tolerances:
 - 1. Top of forms not more than 1/8" in 10'-0".
 - 2. Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
- C. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

3.02 CURBS AND GUTTERS

- A. Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

END OF SECTION

SECTION 03200
CONCRETE REINFORCEMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Furnishing and installation of all reinforcement required for cast-in-place concrete as indicated on the Drawings and as specified herein.
 - 2. Reinforcing accessory materials.
- B. Related Sections:
 - 1. Section 03100 - Formwork.
 - 2. Section 03300 - Cast-in-Place Concrete.

1.02 EXECUTION OF WORK

- A. All cast-in-place concrete reinforcement required for the project shall be executed in accordance with "Building Code Requirements for Reinforced Concrete", ACI 318, most current edition, revised to date, hereinafter referred to as the "ACI Code".
- B. All sections of the code are binding where applicable to job conditions. The Contractor shall obtain and have available at all times on the job site, copies of the following latest approved date ACI standards:
 - 1. ACI 318 - Building Code Requirements for Reinforced Concrete.
 - 2. ACI 347 - Recommended Practice for Concrete Formwork.

These standards are published by the American Concrete Institute, P.O. Box 19150, Redford Station, Detroit, Michigan 48219.

1.03 SHOP DRAWINGS

- A. The Contractor shall furnish reinforced concrete shop drawings, special details, bending diagrams, schedules, bar lists, placing diagrams, and accessories; three copies to be furnished to the Architect for review.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General: Details of concrete reinforcement not covered herein or on Drawings shall be in accordance with the ACI Code and Manual of Standard Practice for Detailing Reinforced Concrete Structures (ACI 315).

- B. Reinforcing steel: Shall meet ASTM Specification A615, latest revision. All bars to be grade 60. All reinforcing steel deformations shall be as defined in Section 3.5 of the "ACI Code".
- C. Welded wire fabric: Shall be of gauge and mesh size shown on Drawings or as required, and shall conform to ASTM A185.
- D. Fibermesh reinforcing: Engineered reinforcing fibers for concrete shall be collated, fibrillated polypropylene fibers from Fibermesh Company, 4019 Industry Drive, Chattanooga, Tennessee 37416, or approved equal. Fibermesh fibers shall be used in all concrete as indicated on Drawings or as specified and in strict accordance with the manufacturer's recommendations. The approved distributor shall provide the services of a qualified employee for a pre-job meeting and initial job start-up. Only fibers designed and manufactured from virgin polypropylene specifically for use in concrete and so certified by the manufacturer shall be acceptable. Provide 3/4" fiber length evenly mixed at a rate of 1-1/2 pounds per cubic yard.

2.02 REINFORCING ACCESSORIES

- A. Tie wire: Minimum 16 gauge annealed type.
- B. Chairs, bolsters, bar supports, spacers: Sized and shaped for strength and support of reinforcement during installation and placement of concrete.

PART 3 EXECUTION

3.01 PLACING REINFORCEMENT

- A. All reinforcing bars shall be supported and wired together to prevent displacement by construction loads or the placing of concrete. On ground and where necessary, supporting concrete blocks may be used. Over formwork, metal or plastic-coated bar chairs and spacers shall be furnished. The portions of all accessories in contact with formwork shall be galvanized, stainless steel or plastic-coated.
- B. Welded wire fabric shall be lapped at least 12" in structural slabs. It shall be lapped at least 6" in slabs on ground. The mesh is to be supported or lifted so that its final position in slab is as shown in details.
- C. Templates shall be furnished for all column dowels and column anchor bolts.
- D. Reinforcement shall not be bent after being embedded in concrete.

- E. Cleaning reinforcement: At the time concrete is placed, reinforcement shall be free from loose, flaky rust, mill scale, mud, oil, or other coating that will destroy or reduce bond.
- F. Splices: Splice only where shown on design or final shop drawings.
- G. Concrete protection for reinforcement: If not detailed otherwise, where concrete is deposited against the ground, the reinforcements shall have not less than 3" of concrete between it and the ground. If concrete surfaces after removal of forms are to be in contact with the ground or exposed to the weather, the reinforcing shall be protected with not less than 2" of concrete for bars larger than #5 and 1-1/2" for #5 bars or smaller. Concrete covering for any reinforcing, at surfaces not exposed directly at the ground or the weather, shall be not less than 3/4" for slabs, walls and joists, and not less than 1-1/2" for beams or girders.

3.02 PLACING REINFORCEMENT ACCESSORIES

- A. Accurately place and secure saddle ties at every other intersection with 16 gauge black annealed wire; hold rigidly in place with metal chairs or spacers during placement of concrete.
- B. Use spacers, chairs, or other necessary supports to hold bars in beams and slabs in exact location during pour.

3.03 EXAMINATION

- A. Verify that anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, held securely, and will not cause hardship in placing concrete.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Furnishing and installation of all cast-in-place concrete as indicated on the Drawings and as specified herein.
- B. Related Sections:
 - 1. Section 03100 - Concrete Formwork.
 - 2. Section 03200 - Concrete Reinforcement.

1.02 EXECUTION OF WORK

- A. All cast-in-place concrete will be executed in accordance with "Building Code Requirements for Reinforced Concrete" (ACI 318) and "Specifications for Structural Concrete in Buildings", ACI 301, most current edition, revised to date, hereinafter referred to as the "ACI Code".
- B. All sections of the code are binding where applicable to job conditions. The Contractor must have available at all times on the job site, copies of the following latest approved date ACI Standards:
 - 1. ACI 318: Building Code Requirements for Reinforced Concrete.
 - 2. ACI 347: Recommended Practice for Concrete Formwork.
 - 3. ACI 306: Recommended Practice for Cold Weather Concreting.
 - 4. ACI 305: Recommended Practice for Hot Weather Concreting.

These standards are published by the American Concrete Institute, P.O. Box 19150, Redford Station, Detroit, Michigan 48219.
- C. The Contractor shall provide a superintendent experienced in concrete construction to assure that all aspects of the concrete work are executed in accordance with these Specifications, the Drawings, and the ACI code. All concrete work shall be done under the supervision of this superintendent.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. Portland cement: A single approved standard brand conforming to ASTM C150, Type I.

- B. Fine aggregate: Natural freshwater sand to conform to ASTM C33-71a, and graded within the limits set forth in Paragraph 3 therein.
- C. Coarse aggregate: Conform to the requirements of ASTM C33-71a, standard grading 1" to #4, and of a type which will provide Grade A concrete as defined in Section 1001.2 of the Standard Building Code, 1976 Edition. No creek gravel shall be used.
- D. Water: Clean, free from acids, alkalies or organic materials.

2.02 CONCRETE STRENGTHS

- A. Cast-in-place concrete minimum compressive strength at 28 days shall be as indicated on drawings. If not indicated, minimum compressive strength at 28 days shall be 3,000 psi. At a minimum, structural concrete shall have a Portland cement content of not less than 517 pounds per cubic yard.
- B. All exterior concrete on building, as well as curbs, gutters, walks, miscellaneous slabs, and paving shall have an air content of 7% by volume, with a tolerance of $\pm 1\%$. All exterior concrete shall have, at a minimum, a Portland cement content of 564 pounds per cubic yard.

2.03 VAPOR BARRIER

- A. A 6 mil plastic underlayment will be used for all interior slabs on grade. Lap sheets 6" minimum at all splices.

2.04 ADMIXTURES

- A. Water-reducing, retarding, and accelerating admixtures conforming to ASTM C494 may be used only upon specific written approval of the Architect.
- B. Use of calcium chloride is prohibited.
- C. Use of flyash is prohibited.
- D. Air-entraining agents shall conform to ASTM C260.

2.05 LIGHTWEIGHT CONCRETE DENSITY

- A. Lightweight concrete shall have a density of 110 pcf.

PART 3 EXECUTION

3.01 LABORATORY TESTS AND MIX DESIGNS

A. Laboratory tests and mix designs are to be made by a testing laboratory selected by the Owner.

B. Material to be tested:

1. Fine aggregate.
2. Coarse aggregate.
3. Concrete as placed in the work.

The laboratory is to recheck at plant as often as necessary to produce concrete of desired strength and consistency.

C. Slump: The testing laboratory shall take at least one series of three slump tests from the middle of the batch at the beginning of each day, and whenever the consistency of the concrete appears to vary. Slump tests shall be taken in accordance with ASTM C143. The slump shall not exceed 4". Concrete of lower than usual slump may be used provided it is properly placed and consolidated.

D. Compression: As the work progresses the testing laboratory personnel will conduct tests of the concrete in accordance with the following procedures:

1. Secure composite samples from the same batch in accordance with ASTM C172.
2. Test at least once a day, but not less than once for every 150 cubic yards. Take samples whenever consistency of concrete appears to vary.
3. Test two specimens at 7 days and two specimens at 28 days in accordance with ASTM C39. The average strength of the two specimens tested at 28 days equals the test result and will be the basis for acceptance of the concrete, except when specimens at 28 days fall less than 20% below the specified strength. If test result strength falls below the specified strength, or if any one specimen at 28 days has less than 80% specified strength, the Architect has the right to order removal and replacement of all defective concrete at the Contractor's expense. If Contractor wishes to test cores from in-place concrete, the cost of coring and testing will be paid for by the Contractor. The test lab will mold four specimens for each 100 cubic yards of each strength, and at least one set for each day's pour of each strength, in accordance with ASTM C31 and protect and cure under standard moisture and temperature conditions in accordance with Sections 7(a) and 7(b) of the above ASTM methods.

E. Air content: Test in accordance with ASTM C31 or ASTM C173. Test air content at least once per day when air entrained concrete is being placed, and make at least one test for every 150 cubic yards.

- F. No more than 5% by volume water can be added to ready-mixed concrete at the site.

3.02 MIXING AND PLACING CONCRETE

- A. Mixing: Deliver all ready-mixed concrete in accordance with the following requirements of ASTM C94:
1. Tolerances in slump.
 2. Measuring materials.
 3. Batching plant.
 4. Mixers and agitators.
 5. Mixing and delivery.
 6. Use of non-agitating equipment.
 7. Inspection.
- B. The Contractor shall give the Architect 24 hours' notice prior to any concrete placement.
- C. Preparation:
1. Prior to depositing concrete, the forms shall be free of all debris and all forms, reinforcing steel and sleeves shall be secured and inspected.
 2. Surface preparation: Remove loose material from compacted base material surface immediately before placing concrete.
 3. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.
 4. Moisten base material if required to provide uniform dampened condition at the time that the concrete is placed.
- D. Conveying: Convey from the mixer to the place of final deposit by methods that will prevent separation or loss of materials.
- E. Concrete placement:
1. Comply with requirements of ACI Code for mixing and placing concrete.
 2. Place concrete using methods which prevent segregation of mix. Concrete shall be placed in layers 24" deep and immediately consolidated by means of mechanical vibrators supplemented by rodding and spading. Consolidate concrete along face of forms and adjacent to transverse joints. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
 3. Deposit concrete as close to its final position as possible to avoid segregation of aggregate due to rehandling or flowing. Spread concrete in continuous operation between transverse joints, as far as possible.

Maintain plasticity at all times during placement of concrete to insure proper flow into the spaces between the bars. Concrete that has been contaminated by foreign material, or has been retempered, shall not be used.

4. Place concrete continuously until a panel or section is completed.
- F. Hot-weather placement of concrete: Details and methods of placing, handling and curing concrete will be in accordance with ACI 305.
- G. Cold-weather placement of concrete: Provide adequate equipment for concrete materials and protecting concrete during freezing or near freezing weather. Concrete materials, reinforcements, forms and ground with which concrete will come in contact are to be free of frost, snow or ice. Details of approved procedures are available in ACI 306. Contractor is to keep an accurate thermometer on the job, where the work is proceeding. Use of salts or other chemicals for the prevention of freezing will not be permitted.

3.03 JOINT CONSTRUCTION

- A. Construct shrinkage control joints and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 1. Shrinkage control joints: At reinforced slabs, provide control joints, sectioning concrete into areas at 15'-0" o.c. maximum each way. At unreinforced concrete slabs, form control joints at 8'-0" to 10'-0". Construct control joints for depth equal to at least one quarter of the thickness of the slab, as follows:
 - a. Tooled joints: Form weakened-plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.
 - b. Sawed joints: Form weakened-plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action. In any case, control joints must be sawn within 12 hours.
 - c. Preformed control joints: At the contractor's option, preformed joints may be used, such as Zipcap Control-Joint Former by W.R. Meadows.
- B. Keyway construction joints:
 1. Place keyway construction joints at end of placements and at locations where placement operations are stopped for period of more than 30 minutes, except where such placements terminate at expansion joints.
 2. Dowel as indicated on the Drawings and as necessary to keep slabs flush; free end of dowel to be coated with nonbonding agent.
 3. Place keyway construction joints at the sides of paving lanes.

4. Construct joints using 24 gauge steel with removable top strip exposing sealant trough and knockout holes for dowels as manufactured by Jahn or by Vulcan Metal Products, Inc., #1 Irondale Park, P.O. Box 6788, Birmingham, Alabama 35201, or approved equal.

C. Isolation joints:

1. Exterior:

- a. Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.
- b. Locate expansion joints at 60'-0" o.c. maximum for each pavement lane.

- D. All joints shall be continuous across the slab and shall extend completely through any adjoining curb section.

3.04 JOINT FILLERS

A. Exterior joint fillers:

1. Extend joint fillers the full width and depth of all joints, and not less than 1/2" nor more than 1" below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.
2. Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.
3. Joint sealants: Exterior pavement joint sealants shall be a non-priming, pourable, self-leveling type of coal-tar-modified polyurethane, or a polyurethane sealant suitable for use in pavements and sidewalks.

B. Interior joint fillers:

1. Seal exposed saw cuts in interior slabs with a polyurethane base sealant suitable for foot traffic. Pack joint with compatible foam rope. Apply sealant level and neat. Sealant to be "Sonolastic" as manufactured by Sonneborn Building Products.

3.05 CONCRETE FINISHING

- A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.
- B. After floating, test surface for trueness with 10'-0" straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.

- C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius. Eliminate tool marks on concrete surface.
- D. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 - 1. Curbs, gutters, and walks: Broom finish by drawing fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide fine line texture.
 - 2. Inclined exterior slab surfaces: Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.
 - 3. Sidewalk paving: Burlap finish by dragging seamless strip of damp burlap across concrete perpendicular to line of traffic. Repeat operation to provide gritty texture.
 - 4. Interior floors: Provide hard steel troweled finish for all floors intended as finished surfaces or for reception of applied floor coverings. Finished surface to be uniform in texture and appearance and free of trowel marks. Tool edges. Dusting is prohibited.
- E. Concrete seal: Coat all exposed concrete slabs designated to have as a sealed finish with concrete sealer as specified elsewhere in the Project Manual.

3.06 CONCRETE CURING

- A. Cover entire area of concrete slabs with previously unused 4 mil clear (May through October) or black (November through April) polyethylene and weight all edges. Leave polyethylene in place for 7 days.
- B. At the Contractor's option, exterior concrete may be cured with a liquid membrane-forming curing compound in lieu of polyethylene.

3.07 CONCRETE HARDENER

- A. Euclid Diamond Hard Chemical Floor Hardener is to be properly applied according to manufacturer's instructions for timing of application and application procedure.
- B. Thoroughly clean slab before application of Euclid Diamond Hard.

3.08 PATCHING AND REPAIRING CONCRETE SURFACES

- A. Any concrete which is not formed as shown on the plans, is out of alignment or level, shows a defective surface, or in any other way fails to comply with the

requirements of the Specifications, shall be removed from the job by the Contractor at his own expense unless the Architect grants permission to patch the defective area. Permission to patch any such area is not a waiver of the Architect's right to require complete removal of the defective work if the patching does not, in his opinion, satisfactorily restore the quality and appearance of the surface.

3.09 RUBBED SURFACES

- A. As soon as forms are stripped, rub down all vertical concrete surfaces which will be exposed upon completion of work with carborundum grinders using water and Portland Cement as a rubbing agent. Rub exposed concrete until a uniform even surface is obtained, with no joint marks or other defects showing.

END OF SECTION

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of June 16, 1998

FROM:

<u>N. Dugwyler</u>	<u>Parks and Recreation</u>	<u>Public Works</u>
Name	Division	Department
ACTION REQUIRED: A resolution awarding bid no. 98-39 in the amount of \$188500 plus a project contingency of \$18,850 to J & L Construction for construction of a 100 space parking lot in Walker Park and approval of a budget adjustment. Additionally, approval to combine project 94027 and 98014 into one project.		
COST TO CITY:	Sales Tax \$15,799	Walker Park-New Parking Lot
\$188,500 + \$18,850	Green Space \$23,000	Green Space
\$ = \$207,350	\$ HMR \$79,000	Walker Park Trail/Parking L
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5806-00 & 2250-9250-5814-00	\$ 1,554	Park Improvements
1010- -1505-03	Funds Used To Date	Program Name
Account Number	\$116,245	Sales Tax, HMR
94027	Remaining Balance	Green Space
98014		Fund
Project Number		

BUDGET REVIEW: ☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>[Signature]</u> Accounting Manager	<u>5-27-98</u> Date	<u>[Signature]</u> ADA Coordinator	<u>5-27-98</u> Date
<u>[Signature]</u> City Attorney	<u>5-28-98</u> Date	<u>[Signature]</u> Internal Auditor	<u>5-27-98</u> Date
<u>[Signature]</u> Purchasing Officer	<u>5-28-98</u> Date	Copy of AIA Form A101 + Gen Conditions Sec - Art 7, 8, 9, 10, + 11 Supp. Cond Sec 1.11 - 1.13	

STAFF RECOMMENDATION:

[Signature]
Division Head

[Signature]
Department Director

[Signature]
Administrative Services Director

[Signature]
Mayor

5-22-98
Date

29 MAY 98
Date

5/29/98
Date

5/29/98
Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #: _____

Orig Contract Date: _____



DEPARTMENTAL CORRESPONDENCE

TO: Kevin Crosson, Public Works Director

THRU:  Connie Edmonston, Parks and Recreation Supt.

FROM: Nancy Dugwyler, Asst. Parks and Recreation Supt.

DATE: May 21, 1998

SUBJECT: Agenda Request for Walker Park Parking Lot

Please accept this request to review and place on the June 16, 1998 City Council agenda a contract with J & L Construction to build a 100 space parking lot at Walker Park. The contract amount is \$188,500 plus a 10% contingency of \$18,850.

Funding for this project will come from Sales Tax, HMR Tax and Green Space funds. The remaining funding will be taken from the Walker Park Senior Center funding for 1998, which will be reprogrammed into the 1999-2004 CIP budget.

This parking lot has been needed for a long time. Cars belonging to parents of ballplayers are currently parking on both sides of the streets creating a very hazardous situation for pedestrian foot and vehicular traffic flow. The situation is extremely dangerous for children. This lot should help alleviate parking on the street.

Wlkpkarq

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

BID 98-39
I.D.3

Budget Year 1998	Department: Public Works Division: Parks & Recreation Program:	Date Requested 05/21/98	Adjustment #
---------------------	--	----------------------------	--------------

Project or Item Requested:
Additional funding is requested for the Walker Park parking lot project.

Project or Item Deleted:
Funding proposed for this request is from the Walker Senior Center project.

Justification of this Increase:
Increased cost due in part to overall bid market conditions, expansion of lot from 60 spaces to 100 spaces and compliance with standards adopted after the project budget was established..

Justification of this Decrease:
The Walker Senior Center project is currently on hold pending fund raising efforts by the Council on Aging.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Park Improvements	91,105	2250 9250 5806 00	98014 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Park Improvements	91,105	2250 9250 5806 00	96092 1

Approval Signatures

Requested By Comie Edmonston 5/21/98
Date

Budget Coordinator [Signature] 5/22/98
Date

Department Director _____ Date _____

Admin. Services Director _____ Date _____

Mayor _____ Date _____

Budget Office Use Only

Type: A B C (D) E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

WITTENBERG, DELONY & DAVIDSON, INC.
Architecture
Planning
Interior Design

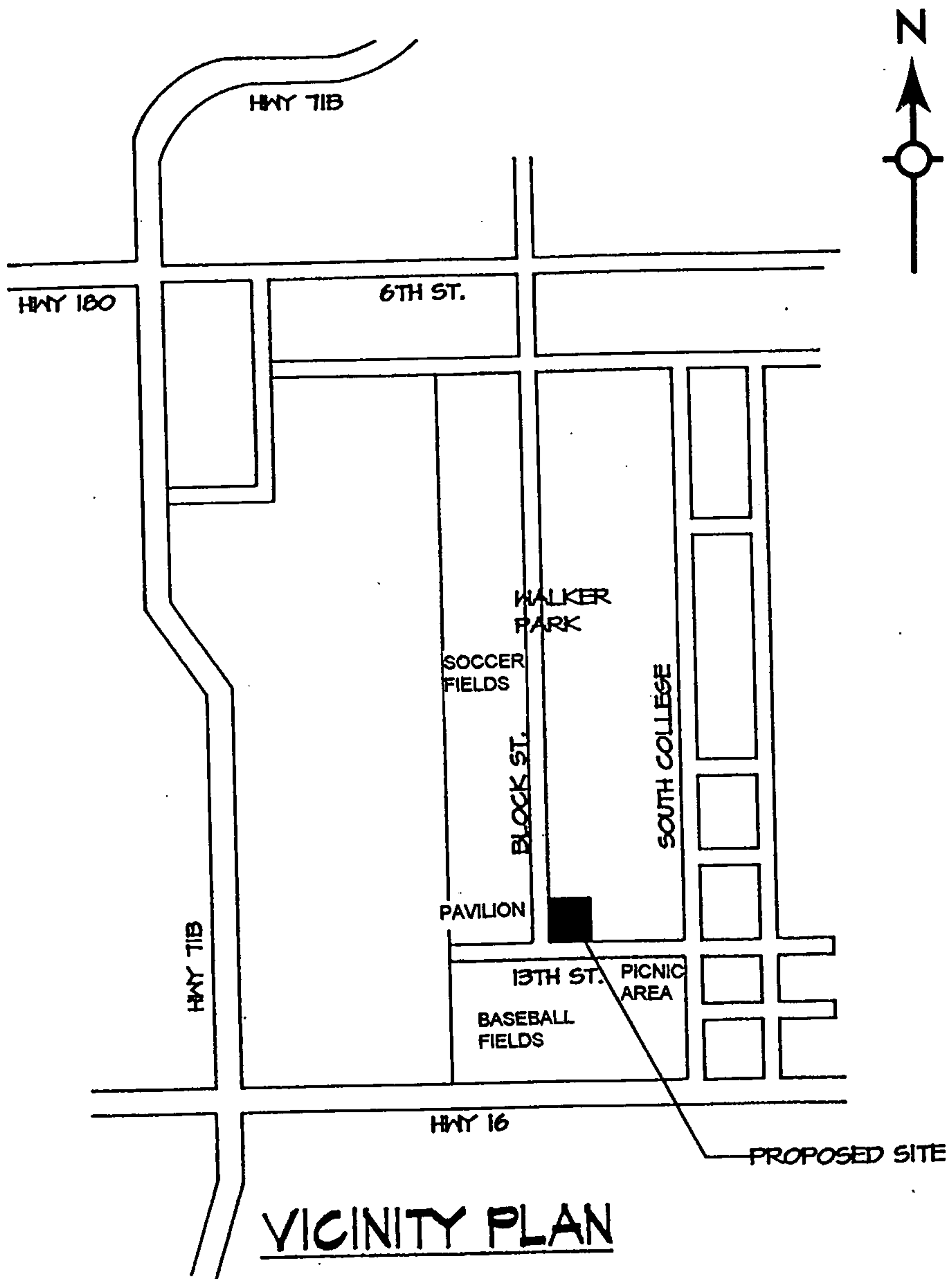
100 West Center, Suite 102, Fayetteville, Arkansas 72701 TEL: 501 443-6666 FAX: 501 443-9515

BID TABULATION FOR: CITY OF FAYETTEVILLE **JOB NO.:** WD&D:97017 **BIDS RECEIVED:** 5-19-98 AT 4:00PM
WALKER PARK PARKING LOT **RM. 326 City of Fayetteville Admin. Bldg.**

BIDDERS	LICENSE NO.	BID BOND	ADDENDUM NO. 1	BASE BID	DEDUCTIVE ALTERNATE NO. 1	DEDUCTIVE ALTERNATE NO. 2	ELECTRICAL CONTRACTOR
TOMLINSON ASPHALT CO., INC.	0040940798	YES	YES	\$199,685.00	\$6,870.00	\$3,000.00	KING ELECTRIC 0063870499
J&L CONSTRUCTION	0032810498	YES	YES	\$198,500.00	\$6,500.00	\$3,500.00	KING ELECTRIC 0963870499
LES ROGERS, INC.							
SWEETSER CONSTRUCTION	0027470399	YES	YES	\$245,074.00	\$3,461.00	\$2,800.00	NORTHWEST ELEC. 002080399
HUTCHENS CONSTRUCTION							
McCLINTON-ANCHOR COMPANY	0011841298	YES	YES	\$212,430.00	\$7,761.00	\$3,150.00	NORTHWEST ELEC. 002080399
RED DEER, INC.							

BID CERTIFICATION. I hereby certify that the bids as tabulated above are correct as received.

Typed Name and Title: Richard Alderman, ALA
Principal/ Project Manager
Signature:  Date: May 19, 1998





Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document A101 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT

made as of the twenty first day of May in the year of Nineteen Hundred and Ninety-Eight

BETWEEN the Owner:

(Name and address)

City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

and the Contractor:

(Name and address)

J & L Construction
P.O. Box 1479
Huntsville, Arkansas 72740

The Project is:

(Name and location)

Walker Park Parking Lot
Fayetteville, Arkansas

The Architect is:

(Name and address)

Wittenberg, Delony & Davidson, Inc
100 West Center, Suite 102
Fayetteville, Arkansas 72701

The Owner and Contractor agree as set forth below.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All Work

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement, or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be set in an official written "Notice to Proceed" issued by the Architect.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

one hundred and twenty (120) calendar days from the date of the Notice to Proceed

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

If Contractor neglects, fails or refuses to complete the work within the time specified, or within any proper extension granted by the Owner, then Contractor does hereby agree, as a consideration for awarding of this contract, to pay the Owner the amount of \$50.00 per day for each and every calendar day that Contractor is in default after time stipulated in contract for completing Work according to Section 01010 Paragraph 1.07 of the Project Manual.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Hundred Eighty Eight Thousand, Five Hundred and No/100 Dollars (\$ 188,500.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

<u>Base Bid</u>	<u>\$ 198,500.00</u>
<u>Deductive Alternate No 1</u>	<u>-(\$ 6,500.00)</u>
<u>Deductive Alternate No 2</u>	<u>-(\$ 3,500.00)</u>
<u>Contract Amount</u>	<u>\$188,500.00</u>

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4.3 Unit prices, if any, are as follows:

None

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

For the period ending the twenty-fifth day of the month.

5.3 Provided an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Owner's next payment processing cycle day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five days after the Architect approves and the Owner receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and when all required "close-out" documents are received and approved by the Owner.

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None. Payment of retainage will be held until all required close-out documents, as stated in the general or supplemental conditions of the contract documents or other portions of the drawings or specifications, have been received and approved by the Owner.

**ARTICLE 6
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Before issuance of the final certificate for payment, the Contractor shall obtain in WRITING from the bonding company approval of such payment. No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the Contract Work by the Owner, shall be acceptance of any work or materials not in accordance with this Contract or in agreement with the requirements of the Contract Documents.

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

None

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

None

**ARTICLE 8
TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated May 01, 1998.

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • TWELFTH EDITION • AIA • COPYRIGHT 1987 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Electronic Format A101-1987

User Document: WALKA101.DOC -- 5/21/1998. AIA License Number 131378, which expires on 6/30/1998 -- Page #4

Document	Title	Pages
00100	Bid Solicitation	1 page
00200	Instructions to Bidders	3 pages
00320	Geotechnical Data Statement	1 page
00330	Existing Conditions Statement	1 page
00400	Bid Form	2 pages
00600	Bonds	1 page
00700	General Conditions	1 page with attachment of AIA Document A210 - 32 numbered pages
00800	Supplementary Conditions	12 pages

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Divisions 1 thru 16 as listed in the Project Manual for the Project dated May 01, 1998		

9.1.5 The Drawings are as follows, and are dated May 01, 1995 unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
Cover Sheet		1 sheet
1 Topographic Survey	8-98 (Addendum No.1)	1 sheet
C-1 Grading Plan	5-01-98	1 sheet
A-1 Site Plant	5-01-98	1 sheet
A-2 Miscellaneous Details	5-01-98	1 sheet
E-1 Base Bid Lighting Plan	5-1-98	1 sheet
E-2 Deductive Alternate Lighting Plan	5-1-98	1 sheet
E-3 Electrical Schedules and Details	5-1-98	1 sheet

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
No 1	5-14-1998	1 page with attachment of site survey sheet

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Bidding Requirements and other documents as stated in Article 9 above are included as part of the Contract Documents.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

(Signature)

(Printed name and title)

CONTRACTOR

(Signature)

(Printed name and title)

STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of June 16, 1998

FROM:

W.A. Oestreich Fleet Operations Administrative Services
Name Division Department

ACTION REQUIRED:

Acceptance of the Qualified Bidder for Item #1 - Bid #98-43 for the purchase of a H.D. Cab & Chassis w/Mounted Sewer Cleaner (Combination Wash and Vacuum). The Vendor for this Purchase is Midwestern Equipment Company, P.O.Box 3445, Tulsa, OK 74101 (Vendor 03768) *Approval of a budget adjustment concerning a portion of project 98065 with project 98064.*
COST TO CITY:

Cost: \$231,766.60 Trade Allowance: N/A Net Cost: \$231,766.60

\$231,766.60 \$ 802,069.00 Repl/Exp H.D. Vehicles/Equip.
Cost of this Request Category/Project Budget Category/Project Name

9700-1920-5802.00 \$ 109,376.00 Vehicles & Equipment
Account Number Funds Used To Date Program Name

98064 \$ 692,693.00 Shop
Project Number Remaining Balance Fund

BUDGET REVIEW: XX Budgeted Item XX Budget Adjustment Attached

[Signature] [Signature]
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer 5-27-98 _____
Accounting Manager Date ADA Coordinator Date
[Signature] 5-27-98 Yolanda Fields 5-27-98
City Attorney Date Internal Auditor Date
P. Vice 5-27-98
Purchasing Officer Date

STAFF RECOMMENDATION:

Acceptance of Bid 98-43 and authorization to Purchase Item #1.

[Signature] 5/27/98 _____
Division Head Date Cross Reference

Department Director

[Signature] 5/28/98
Administrative Services Director Date

[Signature] 5/29/98
Mayor Date

New Item: **Yes** **No**

Prev Ord/Res #: _____

Orig Contract Date: _____

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director

THRU: Peggy Bates, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: May 26, 1998

SUBJECT: BID AWARD RECOMMENDATION 98-43



Reference the attached Agenda Request for the Award of Bid 98-43, Item #1. The qualified bidder meeting specifications was the only bid received. This bidder was Midwestern Equipment Company, 4645 Southwest Blvd., Tulsa, OK, 74107 (Vendor #03768). This is a budgeted item for the calendar year 1998.

The bid was sent to 22 prospective bidders with this being the only acceptable response. We received 2 "No Bid" responses. This bidders list included Equipment Manufacturers, Dealers, Distributors, and Brokers. As this is a very unique piece of equipment, it is not surprising that the response was from a relatively local Dealer/Distributor that specializes in this type of merchandise. The City currently operates a dedicated wash unit produced by the same manufacturer. This bid also utilizes a Cab & Chassis which will be provided by a local vendor which was also on the bidders list. Previous pricing information indicates that the bid received from Midwestern Equipment was competitive.

The Bid Tabulation Sheet dated May 21, 1998, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain this unit in a proper and efficient manner.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by the Water/Sewer Maintenance Division, Fleet Operations Personnel and the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1. Heavy Duty Cab/Chassis w/Mounted Combination Sewer Wash/Vacuum

****** Midwestern Equipment
 1999 Mack RD-688-S with mounted Vactor 2110-36 Sewer Cleaner
 @ \$231,766.60. This bid was accepted due to the compliance with

the original Specifications. This should provide a unit that will to be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS A COMPLETE UNIT:

ITEM 1. Midwestern Equipment - 1 unit at \$231,766.60

TOTAL BID AWARD: \$231,766.60

The budgeted amount in this Category/Project is \$802,069.00 in account 9700-1920-5802.00, Project 98064-001. A Budget Adjustment is attached which will utilize \$87,500.00 from Project 98065 (Other Vehicles & Equipment). The purpose is to eliminate units which were budgeted in that project and purchase the unit listed above which is capable of handling the needs of the other units. With the purchase of this unit at \$231,766.60 , we will have a balance remaining of \$460.926.40.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year 1998	Department: Administrative Services Division: Fleet Operations Program: Fleet Capital	Date Requested May 27, 1998	Adjustment #
---------------------	---	--------------------------------	--------------

Project or Item Requested:

\$87,500 is requested in the Medium / Heavy Equipment Vehicles Replacement/Expansion Capital Project.

Project or Item Deleted:

\$87,500 from the Other Equipment & Vehicles Replacement/Expansion Capital Project.

Justification of this Increase:

To purchase a Tandem Axle Combination Wash Vac Unit. This purchase will combine the units budgeted in the Medium/Heavy Equipment and Other Equipment Projects.

Justification of this Decrease:

A Wash Vac Unit and a Wash Rod Unit was budgeted in this project for purchase in 1998.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Vehicles & Equipment	87,500	9700 1920 5802 00	98064 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Vehicles & Equipment	87,500	9700 1920 5802 00	98065 1

Approval Signatures

Requested By: [Signature] Date: 5/27/98

Budget Coordinator: [Signature] Date: 5/27/98

Department Director: _____ Date: _____

Admin. Services Director: _____ Date: _____

Mayor: _____ Date: _____

Budget Office Use Only

Type: A B C D E

Date of Approval: _____

Posted to General Ledger: _____

Posted to Project Accounting: _____

Entered in Category Log: _____

FAYETTEVILLE

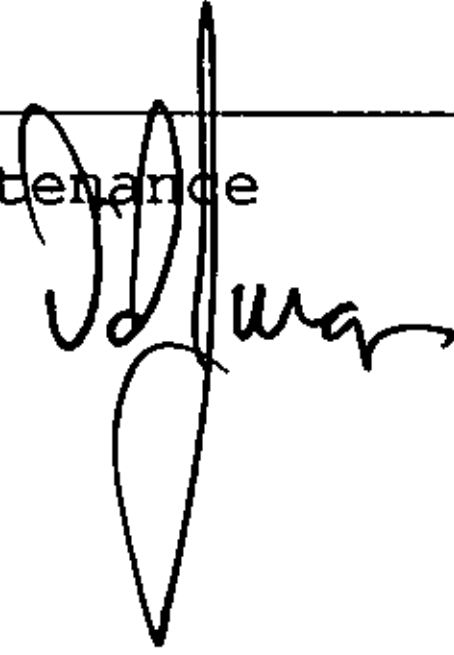
THE CITY OF FAYETTEVILLE, ARKANSAS

BID 98-43

1.E.5

DEPARTMENTAL CORRESPONDENCE

To: Bill Oestreich, Fleet Maintenance
From: David Jurgens, Water/Sewer
Date: May 26, 1998



Re: VACTOR Wash Truck Purchase

I have reviewed the specifications for the Vactor wash truck bid, and have personally looked at a similar truck. The Vactor truck which was bid meets all of the Sewer Department needs and the identified requirements for this vehicle.

BID: 98-43
DATE: 5/21/98
TIME: 11:00 am
CITY OF FAYETTEVILLE

DESCRIPTION: CAB/CHASSIS W/MOUNTED SEWER CLEANER

BIDDER	ITEM #1	ITEM #2
MCNEALUS TRK & MFG	no bid	no bid
MIDWESTERN EQUIP	option 1 \$231,766.60 del 390 days or before \$10,000.00 trade Vactor 2110-36 mounted on Mack RD688S option 2 \$233,676.00 del 300 days or before Vactor 2110-36 mounted on Freightliner FL112 standard 10 speed transmission	
RIGGS	no bid	no bid
TRACKSAN	no bid	no bid

MCNEALUS TRK & MFG

MIDWESTERN EQUIP

option 1 \$231,766.60 del 390 days or before \$10,000.00 trade

Vactor 2110-36
mounted on Mack RD688S

option 2

\$233,676.00 del 300 days or before

Vactor 2110-36
mounted on Freightliner FL112
standard 10 speed transmission

RIGGS

no bid

no bid

TRACKSAN

no bid

no bid

P Vice P Vice Purch Mgr R. Williams Witness 5/21/98 Date

FAYETTEVILLE

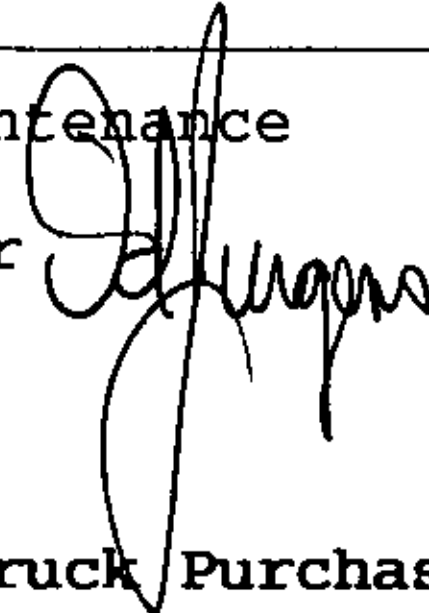
THE CITY OF FAYETTEVILLE, ARKANSAS

BID 98-43

1.E.7

DEPARTMENTAL CORRESPONDENCE

To: Bill Oestreich, Fleet Maintenance
From: David Jurgens, Water/Sewer
Date: January 26, 1998



Re: Combination Wash/Vacuum Truck Purchase

I have reviewed the specifications for both the Vactor and the SafeJet combination wash/vacuum trucks. I have also personally looked at a similar trucks of each type, although I did not see the Vactor's vacuum unit operate. I believe that both trucks meet our requirements, but feel that the Vactor is the better of the two alternatives. This is primarily for consistency in equipment- our other wash unit is a Vactor, and our operators are very familiar with its operation and maintenance. These being unique pieces of equipment, having two with similar controls would be very good and efficient.

Having said that, I believe we should allow both combination units to be bid, and then choose the best value. Competitive bidding will keep both honest and provide for the City receiving the best value.

For both units, we should specify a flow control capability at the hose reel. We have occasionally had so much water coming out of our hose that we blew water out of toilets in buildings. Flow control can minimize this. Both manufacturers offer this option.

The following items must remain standard between the two:

- 1,500 gallon water capacity
- 7-9 yard debris storage bin, with baffles
- internal tank flushing mechanism
- front-mounted pivoting hose reel
- 1" hose
- 2,000 psi, 80+ gpm pumping capacity
- rear-mounted arrow board

The wash mechanism for the Vactor can be identical to that for our previous Vactor purchase, except for the flow control mechanism. I believe that purchase met all of the above specifications.

NOTICE TO BIDDER

BID NO. 98 - 43

COMMODITY: H.D. CAB/CHASSIS W/MOUNTED SEWER CLEANER WITH THE SALE OR TRADE OF A USED CAB/CHASSIS W/MOUNTED SEWER CLEANER

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., MAY 21, 1998, for the furnishing of: COMMODITY:

H.D. CAB/CHASSIS W/MOUNTED SEWER CLEANER WITH THE SALE OR TRADE OF A USED CAB/CHASSIS W/MOUNTED SEWER CLEANER LISTED BELOW:

Unit #73 - 1989 FORD LN8000 W/VAC-CON VIN: 1FDYR82A8KVA25324

Bid forms and specifications for the unit being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

Bid forms with terms and conditions for the unit being offered for sale or trade may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building. Provisions for inspection of Trade/Sale unit are a part of the Invitation to Bid

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

Peggy Vice, Purchasing Officer

PUBLISH 5/6/98 NORTHWEST ARKANSAS TIMES -

Billing refer to P.O.# _____

BIDDERS LIST

1. Williams Ford Tractor & Equipment Co.
P.O.Box 1346
Fayetteville, AR 72702-1346
2. J.A Riggs Tractor Co.
9125 Interstate 30
Little Rock, AR 72709
3. Scott Construction Equipment
4831 N. Thompson
Springdale, AR 72764
4. E.A.Martin Machinery Co.
802 E. 264 Hwy
Springdale, AR 72764
5. Traksan Equipment Co.
1531 E. Ford Ave
Springdale, AR 72764
6. Clark Machinery Co.
P.O.Box 1985
Fort Smith, AR 72901
7. Mitchell Machinery Co.
P.O.Box 1267
Van Buren, AR 72956
8. Arktrac
2003 South 8th St.
Rogers, AR 72756
9. Midwestern Equipment Co.
P.O.Box 3445
Tulsa, OK 74101
Attn: Newton Box
800-324-6144
10. Grant Manufacturing & Equipment Co., Inc.
1828 Northwest 4th St.
Oklahoma City, OK 73106
Attn: Nick Pontikos
800-259-9892 FAX 405-236-1472
11. Little Rock Equipment Sales
13001 Interstate 30
Little Rock, AR 72209
12. Daugherty Equipment
1507 W. Truckers Lane
Fayetteville, AR 72701

BIDDERS LIST

HEAVY DUTY TRUCK CHASSIS

1. RON BLACKWELL FORD TRUCK CENTER
 P.O.BOX 608
 BENTONVILLE, AR 72712
 ATTN: LARRY EDEN
 501-756-9461
2. OZARK TRUCK SALES
 P.O. BOX 6247
 SPRINGDALE, AR 72766
 501-756-1200
3. BUCY EQUIPMENT CO., INC.
 P.O. BOX 97
 RECTOR, AR 72461
 800-537-8699
4. DAVIS TRAILER & TRUCK EQUIPMENT, INC.
 P.O.BOX 4007
 LITTLE ROCK, AR 72214
 800-233-1335
5. SHIPLEY MOTOR EQUIPMENT CO.
 P.O.BOX 250
 LOWELL, AR 72745
 501-631-7653
6. McNeilus Truck & Manufacturing, Inc.
 P.O.Box 458
 Hutchins, Texas 75141
 214-225-2313
7. CRANE CARRIER COMPANY
 P.O.BOX 582891
 TULSA, OK 74158
 ATTN: R.W.BUTLER
 918-836-1651 FAX 918-832-7348

8. BARTON FREIGHTLINER, INC.
11700 VALENTINE RD.
NORTH LITTLE ROCK, AR 72117
ATTN: DON ROBBINS
800-562-8875 - FAX 501-955-3235
9. Reeder Simco Truck Center, Inc.
3421 South Zero
Fort Smith, AR 72908
Attn: Ken Plemmons
800-643-2013 Fax 501-646-0533
10. WASTE RESEARCH, INC.
P.O. BOX 998
CHOUTEAU, OK 74337
ATTN: WAYNE FIELDS
800-880-9278

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS**501-444-3494****INVITATION TO BID****BID #: 98-43****DATE ISSUED: May 1, 1998****DATE & TIME OF OPENING: May 21, 1998 - 11:00 A.M.****BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289****DATE REQUIRED AS COMPLETE UNIT: 60 Days from Date of Order****F.O.B. Fayetteville, AR**

ITEM:	DESCRIPTION:	QUANTITY:	* PRICE:
1.	Heavy Duty Cab & Chassis W/Mounted Sewer Wash & Vacuum Unit per Item #1 of Specifications Attached	1	\$_____

GUARANTEED DELIVERY SCHEDULE:_____*ITEM 2 IS OFFERED FOR EITHER SALE OR TRADE*****PRICE:**

2.	1989 Ford LN-8000 Cab/Chassis W/Mounted Vac-Con VIN: 1FDYR82A8KVA25324 Unit # 73	\$_____
----	---	---------

NOTE: THIS UNIT WILL NOT BE RELEASED PRIOR TO RECEIPT OF THE UNIT LISTED IN ITEM #1.

***BIDDER IMPOSED RESTRICTIONS ON ITEM 2**

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENT FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

BID 98-43
SPECIAL TERMS & CONDITIONS
ITEM #1

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
10. Installation of Dealership/Distributorship Logo is **PROHIBITED**.
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.
11. All items marked "**MANDATORY REQUIREMENT FOR CONSIDERATION OF BID**" **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.
13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

**ADDITIONAL TERMS AND CONDITIONS
SALE ITEM ONLY
ITEM # 2**

1. All bids shall be submitted on forms provided by the City.
2. Bids received after the date and time set for receiving bids will not be considered.
3. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.
5. The items listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.
6. Arrangements for inspection may be made by appointment with Fayetteville Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 501-444-3494 & 501-444-3496, between 9:00 A.M. and 4:00 P.M. MONDAY, MAY 11, 1998 THROUGH FRIDAY, MAY 15, 1998 AND MONDAY, MAY 18, 1998 THROUGH WEDNESDAY, MAY 20, 1998.
7. Questions regarding these items may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 501-444-3494 & 501-444-3496
8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.
 - A. Payment for the item/items listed herein shall be made after notification of bid award and prior to release of the item/items awarded.
 - B. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.
9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

BID # 98 - 43

BASIC SPECIFICATIONS

HEAVY DUTY CAB/CHASSIS W/MOUNTED SEWER WASH/VAC

General Specification Requirements are as follows for HEAVY DUTY CAB/CHASSIS W/MOUNTED SEWER WASH/VAC. These are MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS, FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. ANY FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL NOT BE CONSIDERED. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice. The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

A complete set of Parts and Service Manuals are to be provided for both the cab/chassis and the sweeper. A list of recommended spare parts (expendable wear items and filters) is to be included.

ITEM 1. HEAVY DUTY CAB/CHASSIS W/MOUNTED SEWER WASH/VAC

**COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.**

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Conventional Cab/Chassis

WHEELBASE: As Required to conform to requirements of Wash - Vacuum Unit listed in Basic Specifications.

CAB/AXLE DIMENSION: As Required to conform to requirements of Wash - Vacuum Unit listed in Basic Specifications.

DIESEL ENGINE: 6 CYL. MINIMUM ONLY: Electronic Control 725 C.I.D. 12.0 Litre Displacement, 350 H.P. @ 1800 R.P.M., R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Automatic Warning System with Automatic Shut Down (Automatic Over ride to be included), Spin-On Fuel Filters, Vertical Exhaust w/heat shield.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER: _____

MODEL DESIGNATION: _____

C.I.D. DISPLACEMENT: _____

H.P. RATING: _____ @ _____ R.P.M.

TORQUE RATING: _____ @ _____ R.P.M.

TRANSMISSION: Allison HD-4560-R-P-5 Automatic with 5 Forward Speeds, Transmission Cooler, External Oil Cooler, Oil Filter w/Retarder.

FRAME: 10.625" x 3.25" x .3125" Steel Rail w/.25" Inside Channel Reinforcement, 2,600,000 in. lbs. RBM per Rail, Huck Bolted Cross members.

GVW RATING: 78,000 LBS

TANDEM DRIVE: Double Reduction style, 46,000 LB. Mack Model S-441-46 or equal, with Camelback anti-sway Springs, Bronze Trunnion Bushings, 4.17 Ratio.

DRIVE LINES: Spicer/Dana 1810 Coated Spline Main with Spicer/Dana 1710 Coated Spline Interaxle.

FRONT AXLE: 20,000 LB. Cap. Model FAW-20 Multi Leaf Spring Suspension or equal.

ALTERNATOR: 100 AMP.

BATTERIES: 1875 CCA. Mounted in Steel Box w/steel Cover.

FUEL SYSTEM: Dual Steel Minimum Capacity 100 Gal. Total

COOLING SYSTEM: 1000 Sq. In. 3 Row Core Radiator, Silicone Hoses, Filter/Conditioner.

STEERING: Power Assist, Integral Sheppard 392-S/292 20,000 Cap. or equal, Adjustable Steering Column

WHEELS & TIRES: 24.5 x 8.25 Steel Disc 10 Hole Budd Accuride Type w/11R24.5 Goodyear G-124 Steel Belt Radial Tires on Drive Wheels and Goodyear G-159 on Steering axle.

RADIO: O.E.M. AM/FM w/ roof mount antenna.

FLOOR COVERING: Non-Skid Vinyl/Rubber

SEAT: H.D Vinyl/Cloth High Back Air Ride Drivers Seat, Low Back Stationary Passenger Seat.

CAB: Standard Manufacturers Rust Proofed Air Suspended Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort.

COLOR: EXTERIOR-White INTERIOR-Grey

WIPERS: 2 Speed Intermittent

MIRRORS: Left/Right Heated Bright Finish West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.

GLASS: Tinted, Maximum Glass area offered by the Manufacturer shall be made available.

BRAKE SYSTEM: Bendix 13.2 CFM Compressor or equal. 16-1/2" X 5" Front, 16-1/2" X 7" Rear, Outboard Mounted Drums, Automatic Slack Adjusters on all positions, 4 Rear Parking Brake Chambers, Bendix Heated Air Drier, Ferrous Hubs.

SAFETY EQUIPMENT: Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Lap and Shoulder Retractable Seat Belts, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Vernier Hand Throttle, Manual Reset Circuit Breakers.

**POSITIVE DISPLACEMENT BLOWER UNIT-10 YARD DEBRIS BODY, 1500 GALLON WATER SUPPLY:
GENERAL**

The combination sewer cleaner is to be designed to perform cleaning and removal of sand, stone, bottles, cans, grease, sludge and other materials from basins, pits, pump stations, tanks and sanitary or storm water drain lines. The machine must be a single engine design. It is to provide a high pressure jet rodding system and a vacuum system for the removal of debris. It is to be truck mounted on a chassis described in this specification.

DEBRIS BODY

The debris body is to be made of abrasion and corrosion resistant steel with 3/16" thickness, a minimum yield point of 50,000 PSI, and minimum tensile strength of 70,000 PSI. Mild steel of any thickness is deemed unacceptable. The debris body is to be round for maximum strength and ease of dumping and is to have a minimum useable capacity of 9 cubic yards or 1800 gallons.

The body is to have a full-sized rear door that is hinged at the top and that is equipped with a replaceable neoprene type seal to prevent leakage. A fully enclosed hydraulic door lock system is to be mounted on a domed, double walled rear door of the debris body. The system is to be activated at the same curbside location as the debris body dump control to protect the operator from discharged materials.

The system will be driven by two hydraulic cylinders. The first cylinder will drive a steel rear door grabber to close and hold the door in place during the locking cycle. The second hydraulic cylinder will drive four dead bolt locking pins, no greater than 2" in diameter, into adjustable lock receivers welded to the debris body. Two pins are to be driven vertically and two pins are to be driven horizontally into the receivers, two of which are to be located at the bottom radius of the door and two of which are to be located below the center line of the door.

The system must deadend in a closed or open position to avoid a potential accidental discharge of materials; that is, the locking pins will remain dead bolted in the closed position in spite of any system failure or will remain in the open position, presumably after the dumping cycle at a dump site in spite of any system failure. Grabber systems that hook over pins mounted to the debris body and driven in any way by rods requiring adjustment are deemed not to meet these standards. Any system that requires manual T-clamps will be deemed to require those clamps to prevent accidental spillage and do not meet the standards set forth here.

The body is to be equipped with a load level indicator to show when the body is loaded to capacity. The rear door is to be equipped with a 5" body drain valve and drain hose that will allow the operator to drain off excess liquids while retaining solids for greater on-site productivity.

The unit is to be equipped with a system by which excess water can be pumped back to the manhole without interrupting the vacuum operation. The system is to provide a hydraulically driven trash pump mounted in the debris body and plumbing to an exterior gate valve. The pump must be able to pass 3" solids and rated at a minimum 450 GPM capacity. The pump is to be located at the front curbside of the debris body and contained in an expanded steel mesh housing to prevent debris from being pumped back into the manhole. An air actuated, 6" gate valve is to be mounted to the body and a minimum 25' of discharge hose is to be supplied with the unit.

For greater pipe storage capacity and for operator safety to avoid potential injury while removing or replacing pipe, a spring-loaded, fold down storage rack design must be provided on both the street and curb sides of the debris body. Each rack must be constructed of tubular steel and afford a capacity for three 7' lengths of debris pipe. Each pipe storage position must provide protection to reduce potential damage and/or denting to the pipe.

The debris body is to be dumped by raising to a minimum 50 degree angle for ease of dumping, and it is to be equipped with a forward mounted, power up and down hydraulic dump cylinder to assure stability during the dumping cycle and to prevent the rear door from hitting the ground during dumping; preference will be given to this configuration over single action cylinders or scissor style lifts. Because all manufacturers provide raised dumping, no other dumping configuration will be deemed acceptable.

The debris body is to be fixtured on a continuous, full-length, ladder-braced subframe, separate from the chassis frame, that includes as part of its componentry a boom pedestal and welded J-straps for water tank supports. It is to have a minimum rail height of 8" unless a low profile unit with significant height restrictions is specified elsewhere in this specification. Segmented frames of 4" channel steel are unacceptable. The subframe is to provide for a 3 point mounting system of the debris body.

To achieve material separation and to reduce the possibility of discharging material into the atmosphere, it is deemed that the vacuum system requires essential dual porting in the debris body. Outlets must be a minimum 10" in diameter. The outlets are to port out to a curved shroud that feeds into steel curved elbow with a minimum 10" inner diameter. The transition from the debris body to the fan assembly is to route air directly into the center of the blower silencer.

Because of safety considerations, it is deemed that all dump controls, accessory controls, and any auxiliary engine gauges should be accessible close to the cab on the curbside of the vehicle.

The debris body shall be equipped with a body flush-out system, used to clean out the debris body after dumping the debris out. This system will be controlled from the curbside operator's station, and shall draw water from the water tanks. A debris body splash shield will be mounted on the rear of the body to contain material when dumping.

WATER TANKS

Water tanks must have a minimum certified capacity of 1500 gallons of useable water. Failure to provide either certification and capacity will result in the bid being rejected. The water supply is to be contained in no more than 5 aluminum, cylindrical, baffled tanks. The tanks must carry a ten (10) year warranty against defects in workmanship and potential corrosion caused by water, sunlight, and variable weather conditions. Further, the water supply is to be located at or below the frame rail of the truck chassis and located from behind the cab to the end of the frame rail in such fashion to assure optimum center of gravity and weight distribution from front to rear of the truck. Under no circumstances is the height of the water tanks to extend above the midline height of the debris body, nor may the tanks extend beyond the width or length of the truck. The tanks are to be mounted on the welded J-straps of the subframe assembly. The tanks are to be interconnected with minimum 4" lines for ease of rapid filling and are to be filled from a single curb-side point equipped with an anti-siphon device, Y-pattern stainless steel strainer, and 25' of fill hose with hydrant connectors, fittings, and a hydrant wrench.

Provide drawings or charts or data on the unit bid, detailing the way in which the tanks are mounted, their location, center of gravity when empty and full, and weight distribution on front and rear axles, empty and full, and with and without a full debris complement, weighing a theoretical 2600 pounds per cubic yard of debris body capacity when filled to maximum useable volume. The volumetric water load is to be calculated at 8.4 pounds per gallon.

HIGH PRESSURE WATER PUMP

The water pump supplied is to be a dual-acting, single-piston pump located below the entire water supply. The pump must not require priming. A hydraulic drive, powered by the chassis engine, is preferred to belt drives and will be given preference in the final purchase decision. The pump is to be rated at a minimum of 100 gallons per minute at 2500 psi, and it is to deliver a minimum 80 GPM at 2000 PSI at the hose reel. The manufacturer shall provide results from documented flow and pressure tested at the pump and at the nozzle of the hose reel to demonstrate the ability of the water pump to reach the required delivery specification of 80 GPM and 2000 PSI. The water pump must have the ability to run dry for over 30 minutes should it be accidentally left unattended, or should it be used to purge excess water from the water lines and jet rodder hose. A drain valve must be provided on the pump.

Mere published ratings on pumps do not speak to delivery, thus the following tests shall be performed by the manufacturer before delivery, and upon receipt of machine by the end user. These tests will prove out the DELIVERY of the water pump in question at the hose reel. Through the use of a Flowmeter and a Pressure Gauge, the following will be documented.

AT THE END OF THE HOSE: FLOW_____ PRESSURE_____

The pump is to be engaged or disengaged from the front control panel without damage to the pump itself or the drive system; mere bypass systems, depending on ball valves alone or a valved pump bypass of any description, will not meet this requirement.

SPECIFY PUMP MANUFACTURER:

MODEL:

The jet rodder hose provided must have an operating pressure of 2500 PSI and a burst pressure of 6250 PSI. It must have a 1" inner diameter and be 800 feet in length, Piranha.

Because there are a variety of applications for jet rodding in the city systems, a feature that provides jack-hammer action through severe obstructions is to be provided. Any system that merely depends on the use of a manual ball valve or merely manually manipulating the hose are unacceptable. Additionally, an accumulator is to be provided; it is to be a nitrogen charged steel cylinder and have an on/off control at the curbside control location. The jet rodder pump is to be equipped with a hydraulically driven system that allows the operator, by changing nozzles and using a dial control on the hose reel, to vary flows and pressures independently of each other through the entire range of the water delivery system described herein. This system must be in addition to the normal configuration of the pump; this feature must depend fully upon an addition to the standard pump configuration and fully depend upon an additional element to the hydraulic drive configuration of the pump supplied. Mere change of nozzles or the use of manually manipulated ball valves will be deemed unacceptable. Finally, this system will be operable with a minimum 1" diameter jet rodding hose that meets all required operating pressure and burst strength standards set forth in this specification.

Jet hose will be supplied that is 1" ID and has an operating pressure of 2500 PSI with a burst pressure of 6250 PSI, Piranha, 800' will be supplied on the reel with 8800' additional furnished with necessary fittings for a total of 1600'. A 15 degree sand nozzle, a penetration type nozzle and a 30 degree sanitary nozzle are to be furnished. These nozzles must be equipped with tungsten carbide orifices. A 15' aluminum flexible hose guide will be provided with restraining rope for protection of the rodder hose with a 10' extension.

The handgun hose shall be supplied on a reel which retracts the hose for storage. This eliminates the need to store the hose in the toolboxes of the truck, and to connect them when desired. The reel shall automatically retract the hose by spring tension. The handgun shall be coupled to the retractable hose by a quick connect coupler. 50 feet of hose shall be provided on the handgun hose reel. Two quick coupler connections are to be provided, one at the front of the truck and one at the rear of the truck.

COLD WEATHER RECIRCULATION SPECIFICATION

A cold weather recirculation system is to be provided on the unit to prevent freezing of the jet rodder water supply while driving to and from work sites. The system must be operable at all vehicle road speeds and while the chassis is stationary. It must be driven from a hydraulic source other than the chassis engine or via a front mounted crank shaft drive. It must be capable of recirculating a minimum of 12 gallons per minute through the entire water system, including the high pressure pump and hose reel.

FRONT MOUNTED HOSE REEL

The front mounted hose reel is to be fixed to the truck frame on permanently mounted brackets. The reel will not require any other form of support than the frame mounting. Further, it will be mounted at a height that will assure the operator of good visibility while driving the unit. A 1/4" spun steel design is required and it should have a minimum capacity of 800 feet of 1" Piranha inner diameter jet rodder hose. It is to be hydraulically driven. It must have a one inch rotating swivel joint that is adjustable and that has replaceable seals on the inlet line to provide free rotation of the hose reel. A cover shield must be provided to shield the operator from the dual chain and sprocket drive. It must have a full complement of controls for operation of both the reel and the jet rodder. A hand light with bumper plug is to be provided.

The reel is to telescope and retract 15" on a straight line along the centerline axis of the truck with the reel in its fixed position parallel to the truck grill. Arced lines of travel do not meet this requirement. The reel is to rotate about the centerline on a large diameter ball bearing through 270 degrees to afford an unobstructed line along which the rodder hose can reach the working end of the boom in any of the work positions along the boom's 180 degrees of rotation. The extension will allow the operator to check fluids on tilt type cabs without tilting the reel.

For operator safety and productivity, the hose reel must be equipped with controls on each side. Under no circumstances, may the reel extend beyond the safe width of the truck in any of its working positions.

its standard and extended and rotated positions in conjunction with the boom supplied:

The hose reel is to be equipped with an automatic wind guide. It is to provide the operators with complete hands-off operation so that their attention can be focused on line cleaning rather than

guiding and wrapping the hose. It is to be chain driven directly from the hose reel shaft and equipped with a bearing supported lead screw with brass follower. The guide way is to be constructed of chrome plated steel for wear and corrosion resistance. An air-operated, pre-loaded, aluminum pinch roller with self-lubricating polyethylene ends for reel protection is to maintain hose placement on the reel. The wind guide is to have a free-wheeling provision for quick adjustment to compensate for hose length changes and/or repair, and is to be equipped with dual polyurethane guide rollers. A hose footage counter is to be provided.

The following joysticks / knobs / gauges are located on the operator's station at the hose reel:

Boom Extend / Retract	Boom Direction (Left, Right, Up, Down)
Water Pump (Rodder) On / Off	
Multiflow variable GPM control	Hose Footage Counter
Hose Reel-Out / Reel-In lever control	Hose Reel speed Control Knob
Hose Reel Telescope-in / Telescope Out	Hose Reel Rotation Lock / Unlock
Hose Reel Pinch Roller Lock / Unlock	Vacuum Relief

VACUUM SYSTEM

The vacuum is to be provided by a positive displacement rotary lobe blower capable of 4500 CFM inlet volume and a minimum 16" Hg vacuum. To ensure longer blower life and quiet operation, the blower MUST achieve the maximum rated performance at no more than 2250 RPM's.

A final filter must be supplied to limit the ingestion of solid or liquid abrasive material into the positive displacement blower. It must be positioned between the outlet of the debris body and inlet of the vacuum blower and contain a removable and cleanable stainless steel micro screen. The screen is to be no larger than 20 mesh and a minimum of 14" in diameter and 20" long to allow for maximum protection and air flow; it is to be vertically mounted.

The debris body is to be equipped with a dual stainless steel float ball system to stop debris body filling when the body is full and to prevent debris body carry over into the vacuum inlet during transportation. The float balls must be a minimum of 10" in diameter and enclosed in an expanded stainless steel screen to prevent large material from wedging between the ball and seat.

The blower must be driven by the chassis engine via the transmission drive shaft and a heavy duty split shaft transfer case without the use of V-belts or any other type of belt; this design will be given preference. It is to be equipped with a horizontal silencer with an exhaust outlet above the cab and a protective rain cap.

Provide the following information:

POSITIVE DISPLACEMENT BLOWER

Rated CFM & Pressure
 Operating CFM & Pressure
 RPM of Blower @ Operating Level
 RPM of Drive Engine @ Operating Level
 BHP Required to Drive Blower
 Calculated Horsepower Reserve

Warranty Period & Terms**Blower Manufacturer's Curves & Performance Sheet**

To protect the vacuum source from liquid or solid particulate wear and to limit potential discharge to the atmosphere, a tapered, vertical, cyclone separator constructed of abrasion resistant steel must be provided. It must be capable of removing particles larger than 50 microns. It is to have a rubber sealed access door. An empty fan housing or horizontally mounted separator of any design will be deemed ineffective in providing the desired level of protection.

BOOM AND VACUUM HOSE

The city has determined that front mounted boom and front mounted hose reel are preferred because of safety and operation considerations and because all manufacturers are known to provide such a configuration. Because of these same considerations the boom **MUST NOT** raise with the debris body during dumping.

It must be constructed using an anchored steel tube for the outer sleeve and an inner 8" inner diameter suction tube constructed of the same material. It must have a smooth steel elbow; welded, segmental elbows are unacceptable because of potential wear factors and disruption of the airstream. The boom is to provide a minimum of 180 degrees of rotation with 275" of reach off the center line of the unit and provide a minimum of 474 square feet of work area. It must telescope a minimum of 8'. All actions are to be hydraulically controlled; this system will be given preference over chain and sprocket systems because of maintenance considerations. The boom is to have an electric over hydraulic solenoid system with a means of adjusting speeds of the boom actions; there must be an override on the hydraulic circuit to relieve the boom should it fail at any telescoped or rotated positions; mere manual relief by loosening a hydraulic coupling is unacceptable. It is to be hydraulically driven up, down, left, right, extend, and retract and controlled with a remote push button control station with a cable connected to the lower frame of the hose reel.

A front mounted pendant control for the boom is to be supplied, allowing the operator to remotely control the direction of the boom (In/Out, Up/ Down, Left/ Right). The Pendant control will plug into the base of the Hose Reel. Additionally, a joy stick control is to be provided at the operator's station.

Additionally, all inlet hose and tubing must have a minimum 8" inner diameter. Sufficient pipe to vacuum to depths or lengths of 20 feet is to be supplied and is to include a specially tipped vacuum nozzle.

All connections between the debris body and vacuum system must be self-adjusting, pressure fitting couplings.

Two halogen boom lights are mounted on above the vacuum hose at the steel elbow. The lights are provided as a safety feature, helping to illuminate the work area above ground when needed. A hand held halogen lamp is provided, with terminal connection at the base of the hose reel.

ELECTRICAL & HYDRAULIC SYSTEMS, PAINT & MISCELLANEOUS

Maintenance is a critical concern, therefore electrical and hydraulic systems are critical. The electrical system provided is to meet NEMA 4 standards throughout the complete wiring

arrangement. Partial systems are unacceptable. A complete wiring diagram is to be provided with the unit. All body lights are to be shock mounted and vapor sealed. Each wiring circuit is to be grounded. The unit is to be equipped with circuit breakers enclosed in a sealed panel.

The unit is to be equipped with a directional arrow board mounted on the rear door of the debris body as well as Grote #76223 revolving lights mounted at each corner, front and rear of the debris body.

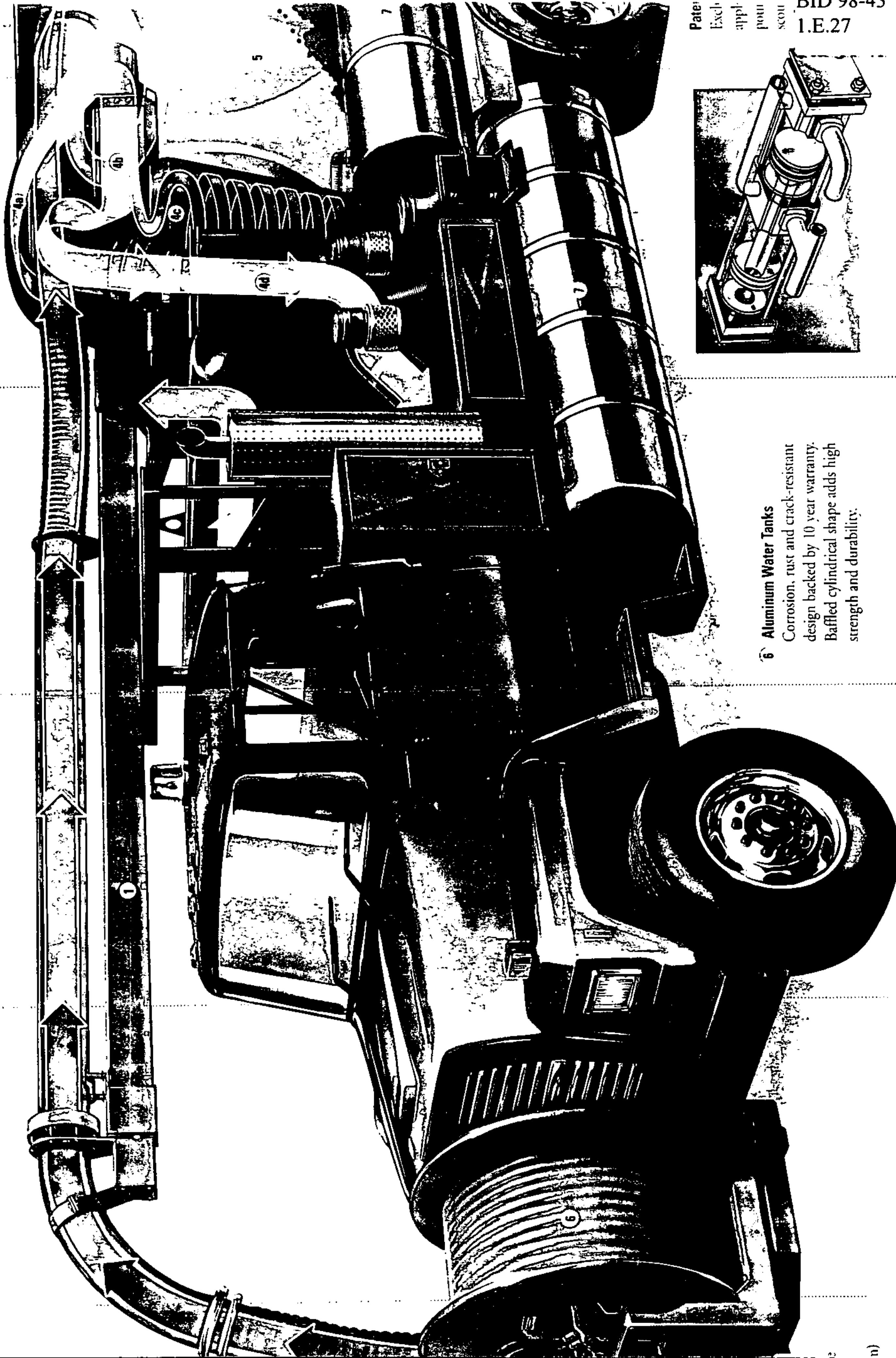
A SECA-WJ49P21 Hydraulic Root Cutter Kit shall be provided complete with 4" Ring Style Skid, 6"-8" Roller Skid, 10"-15" Roller Skid, 4"-6"-8"-10"-12"-15" Super 90 Root Saws, OR EQUAL.

Adequate hydraulic reserves are to be provided to operate all hydraulic functions at operating pressures and temperatures, and there must be a provision in the design of the unit to assist maintenance or operations personnel in the field to overcome hydraulic failure via a relief mechanism. All hydraulic hose and couplings are to be of industrial grade and meet all pressure and temperature requirements to provide complete safety to operating and maintenance personnel.

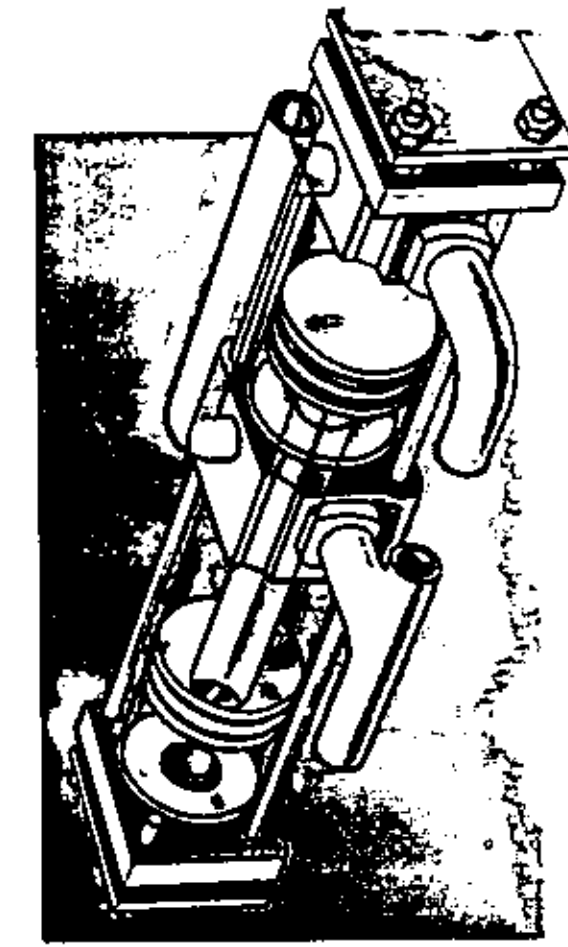
List the daily, weekly, and monthly recommended maintenance procedures on the unit being bid:

The unit is to be painted with a high grade commercial quality paint in the color white. All modules are to be painted prior to assembly. Tow hooks are to be mounted at the front and rear of the chassis. A lube manifold kit is to provide lubrication lines to rear door locks, debris box door hinges, debris body hinge, load level indicator, boom hinge pin and cylinder, debris body hoist cylinder, and boom sleeve.

pull of debris at greater working depths.



6 Aluminum Water Tanks
Corrosion, rust and crack-resistant design backed by 10 year warranty. Baffled cylindrical shape adds high strength and durability.



Pater
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BID 98-43
1.E.27

STAFF REVIEW FORM

XX AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of June 16, 1998

FROM:

W.A.Oestreich
NameFleet Operations
DivisionAdministrative Services
Department

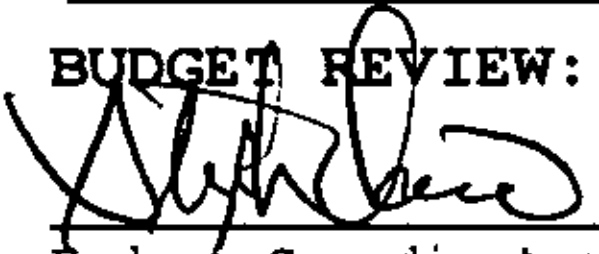
ACTION REQUIRED:

Acceptance of the Qualified Bidder for Item #2 - Bid #98-48 for the purchase of a H.D. Cab & Chassis w/Mounted Combination Bulk Waste Crane w/Roll Off. The Vendor for this Purchase is Shipley Motor Equipment Co., P.O.Box 250, Lowell, AR 72745 (Vendor 01785) This unit will be used by the Solid Waste Division.

COST TO CITY:

Cost: \$130,120.00 Trade Allowance: N/A Net Cost: \$130,120.00\$130,120.00
Cost of this Request\$ 940,355.00
Category/Project BudgetRepl/Exp Solid Waste Equip.
Category/Project Name9700-1920-5802.00
Account Number\$ 649,562.00
Funds Used To DateVehicles & Equipment
Program Name98067
Project Number\$ 290,793.00
Remaining BalanceShop
Fund

BUDGET REVIEW:

XX Budgeted Item Budget Adjustment Attached
Budget Coordinator
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn Cramer
Accounting Manager5-27-98
Date
ADA Coordinator
DateL. J. O'Byrne
City Attorney5-27-98
DateYolanda O'Neil
Internal Auditor5-27-98
DateP. Vice
Purchasing Officer5-27-98
Date

STAFF RECOMMENDATION:

Acceptance of Bid 98-48 and authorization to Purchase Item #2.

William A. Oestreich
Division Head5/20/98
Date
Cross Reference
Department Director
DateNew Item: **Yes** **No**B. M. [Signature]
Administrative Services Director5/28/98
DatePrev Ord/Res #: Fred [Signature]
Mayor5/29/98
DateOrig Contract Date:

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent 

DATE: May 26, 1998

SUBJECT: BID AWARD RECOMMENDATION 98-48

Reference the attached Agenda Request for the Award of Bid 98-48, Item #2. The lowest qualified bidder meeting specifications is Shipley Motor Co., P.O. Box 250, Lowell, AR 72745. (Vendor #1785). This is a budgeted item for the calendar year 1998.

The Bid Tabulation Sheet dated May 21, 1998, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications and for compatibility with the usage needs of the City. The type being bid by Shipley Motor Co. is currently being operated by the Solid Waste Division on 2 Bulk Pick Up Units along with an anticipated order to provide a 3rd operational unit from another vendor. Therefore, the bid for the Peterson Unit by River City Hydraulics, Inc of Sherwood, AR was rejected as this unit did not meet the requirements listed in the Bid Requirements. These consisted of quality related items when comparing the Unit Specifications submitted by River City to the Bid Requirements along with the obvious standardization considerations.

The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by the Solid Waste Division and the Fleet Operations Division prior to submission to the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1. HD Cab/Chassis w/mounted Combination Bulk Waste Crane w/Roll Off

** Shipley Motor Co.
1998 Mack RD-690-S w/American Hawk Crane and Roll Off

@ \$130,120.00. This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS A COMPLETE UNIT:

ITEM 1. Shipley Motor Co. - 1 Unit at \$ 130,120.00

TOTAL BID AWARD: \$ 130,120.00

The budgeted amount for items in this Category/Project is \$940,355.00 in account 9700-1920-5802.00, Project 97067. To date we have utilized \$649,572.00, which leaves a balance of \$290,973.00. With the purchase of this item at \$130,120.00 we will have a balance remaining of ~~\$160,853.00~~ *69,052.00* for the other items scheduled in this Category/Project.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville Equipment Committee

THRU: Fred Hanna, Mayor
Kevin Crosson, Public Works Director

FROM: Cheryl Zotti, Environmental Affairs Administrator *CZ*

DATE: May 27, 1998

SUBJECT: Solid Waste Equipment

The Solid Waste Division supports the approval and award of bid number 98-48 to the lowest qualified bidder, Shipley Motor Equipment Company. This vehicle will be used in our recycling and solid waste programs.

This purchase is the scheduled replacement of a 1985 Ford Flatbed with a crane. We were scheduled to replace our existing crane vehicle which is used to collect materials in our commercial, school and drop-off recycling programs. We were also scheduled to purchase a roll-off truck to be used in our recycling programs. Specifically, this vehicle would be used to move roll-off containers of recyclables and to transport glass collected in our recycling program to a glass mill in Oklahoma. We discovered the option of combining both needs in one vehicle. Advances in solid waste equipment have made it possible to add a crane to a roll-off vehicle. The crane is required to lift the recycling containers. A roll-off vehicle is needed to move and transport 20-40 cubic yard containers. The vehicle may also be used as a common flatbed/dump vehicle when we are required to cleanup large piles of materials, like brush or illegal dumps.

By combining the vehicles, we will maximize user hours and recognize a significant savings by purchasing only one vehicle instead of two. Staff supports the recommendation to purchase this equipment from Shipley Motor Equipment Company. Should you have any questions, please do not hesitate to contact me at 444-3498. Staff will be present at all meetings associated with this request to answer any questions that may arise.

BID: 98-48
DATE: 5/21/98
TIME: 11:30 am
CITY OF FAYETTEVILLE

DESCRIPTION: TRUCK CAB/CHASSIS W/BULK WASTE CRANE

BIDDER	ITEM #1	ITEM #2	DESCRIPTION
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BARTON FREIGHTLINER	\$146,769.00 del 01/12/99	\$144,582.00 del 01/12/99	FL12 Amer Hawk Waste Crane w/Roll off Body
RIVER CITY	\$127,171.22 del 360 days	\$142,158.34 del 480 days	Mack RD690S with Gilbreath PL3 Peterson
RIVER CITY ALTERNATE	\$123,980.00 del 220 days	\$134,737.00 del 480 days	Volvo WG64 with Gilbreath PL3 Peterson
SHIPLEY MOTOR CO	\$145,107.00 del 365 days	\$130,120.00 del 250 days	Mack RD690S with Amer Hawk Waste Crane

Wice
P Vice Purch Mgr

H. Williams 5/21/98
Witness Date

NOTICE TO BIDDER

BID NO. 98 - 48

COMMODITY: H.D. CAB/CHASSIS W/MOUNTED BULK WASTE CRANE & ROLL-OFF

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:30 A.M., MAY 21, 1998, for the furnishing of: **COMMODITY: H.D. CAB/CHASSIS W/MOUNTED BULK WASTE CRANE & ROLL-OFF**

Bid Forms, Specifications, and Terms and Conditions may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building.

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

Peggy Vice, Purchasing Officer

PUBLISH 5/12/98 NORTHWEST ARKANSAS TIMES -

Billing refer to P.O.# _____

BIDDERS LIST

HEAVY DUTY TRUCK CHASSIS

1. **RON BLACKWELL FORD TRUCK CENTER**
P.O.BOX 608
BENTONVILLE, AR 72712
ATTN: LARRY EDEN
501-756-9461
2. **OZARK TRUCK SALES**
P.O. BOX 6247
SPRINGDALE, AR 72766
501-756-1200
3. **BUZY EQUIPMENT CO., INC.**
P.O. BOX 97
RECTOR, AR 72461
800-537-8699
4. **DAVIS TRAILER & TRUCK EQUIPMENT, INC.**
P.O.BOX 4007
LITTLE ROCK, AR 72214
800-233-1335
5. **SHIPLEY MOTOR EQUIPMENT CO.**
P.O.BOX 250
LOWELL, AR 72745
501-631-7653
6. **McNEILUS TRUCK & MANUFACTURING, INC.**
P.O.BOX 458
HUTCHENS, TEXAS 75141
214-225-2313
7. **CRANE CARRIER COMPANY**
P.O.BOX 582891
TULSA, OK 74158
ATTN: R.W.BUTLER
918-836-1651 FAX 918-832-7348

8. *BARTON FREIGHTLINER, INC.*
11700 VALENTINE RD.
NORTH LITTLE ROCK, AR 72117
ATTN: DON ROBBINS
800-562-8875 - FAX 501-955-3235
9. *REEDER SIMCO TRUCK CENTER, INC.*
3421 SOUTH ZERO
FORT SMITH, AR 72908
ATTN: KEN PLEMMONS
800-643-2013 FAX 501-646-0533
10. *WASTE RESEARCH, INC.*
P.O. BOX 998
CHOUTEAU, OK 74337
ATTN: WAYNE FIELDS
800-880-9278
11. *JOPLIN FORD*
3000 RANGELINE
JOPLIN, MO 64804
ATTN: SHERYL SULLINGER
417-623-5660 FAX: 417-623-7305
12. *TULSA TRUCK*
P.O.BOX 9546
TULSA, OK 74157
ATTN: LEE SAWIN, Jr.
800-375-4979
13. *PETERBILT OF SPRINGDALE*
P.O.BOX 6310
SPRINGDALE, AR 72766
ATTN: DENNIS MARTIN
800-825-7383 FAX: 501-361-2128
14. *NORTHWEST ARKANSAS TRUCK & EQUIP., INC.*
P.O.BOX 89
Springdale, AR 72765
Attn: Tim McConnell
800-495-4551 FAX: 501-751-0836

15. *BELL INTERNATIONAL, INC.*
P.O.BOX 25
SPRINGDALE, AR 72764
800-477-7436

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID

BID #:98-48

DATE ISSUED: May 8, 1998

DATE & TIME OF OPENING: May 21, 1998 - 11:30 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNITS: 120 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QUANTITY:	* PRICE:
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1.	Heavy Duty Truck Cab and Chassis with Mounted Bulk Waste Crane and Roll-off per Item #1 of Specifications Attached	1	\$ _____
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*GUARANTEED DELIVERY SCHEDULE: _____

2.	Heavy Duty Truck Cab and Chassis with Mounted Bulk Waste Crane and Roll-off per Item #1 of Specifications Attached with deletion of Automatic Transmission per Attachment 1.	1	\$ _____
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*GUARANTEED DELIVERY SCHEDULE: _____

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*STATE: _____ ZIP: _____

*PHONE: _____ *FAX: _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENT FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

BID 98-48
SPECIAL TERMS & CONDITIONS

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.

4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Each bidder MUST state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include current Arkansas vehicle inspection if applicable and all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty MUST accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor MUST be noted.
9. Any exceptions to the requirements of the City of Fayetteville MUST be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
10. Installation of Dealership/Distributorship Logo is PROHIBITED.
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.
11. All items marked "MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.
13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

BASIC SPECIFICATIONS

HEAVY DUTY TRUCK CAB/CHASSIS W/BULK WASTE CRANE AND ROLL-OFF

General Specification Requirements are as follows for: **HEAVY DUTY TRUCK CAB/CHASSIS W/BULK WASTE CRANE AND ROLL-OFF**

THESE ARE MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "highlighted" and specifics noted is suggested.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice . The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW. MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Conventional Cab/Chassis
WHEELBASE:	As Required to conform to requirements of Roll-off/Crane Unit listed in Basic Specifications.
CAB/AXLE DIMENSION:	198" or as required to conform to requirements of Roll-off/Crane Unit listed in Basic Specifications.
DIESEL ENGINE:	6 CYL. MINIMUM ONLY: Electronic Control 725 C.I.D. 12.0 Litre Displacement, 300 H.P. @ 1800 R.P.M., R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Automatic Warning System with Automatic Shut Down (Automatic Over ride to be included), Spin-On Fuel Filters, Vertical Exhaust w/heat shield.

MANDATORY REQUIREMENT FOR CONSIDERATION. PLEASE STATE:

MANUFACTURER: _____
MODEL DESIGNATION: _____
C.I.D. DISPLACEMENT: _____

H.P. RATING: _____ @ _____ R.P.M.
TORQUE RATING: _____ @ _____ R.P.M.

TRANSMISSION: Allison HD-4560-R-P-5 Automatic with 5 Forward Speeds, Transmission Cooler, External Oil Cooler, Oil Filter w/Retarder OR EQUAL.

FRAME: 10.625" x 3.25" x .3125" Steel Rail w/.25" Inside Channel Reinforcement, 2,600,000 in. lbs. RBM per Rail, Huck Bolted Cross members.

GVW RATING: 78,000 LBS

TANDEM DRIVE: Double Reduction style, 46,000 LB. Mack Model S-441-46 or equal, with Camelback anti-sway Springs, Bronze Trunnion Bushings, 4.17 Ratio.

DRIVE LINES: Spicer/Dana 1810 Coated Spline Main with Spicer/Dana 1710 Coated Spline Interaxle.

FRONT AXLE: 20,000 LB. Cap. Model FAW-20 Multi Leaf Spring Suspension or equal.

ALTERNATOR: 100 AMP.

BATTERIES: 1875 CCA. Mounted in Steel Box w/steel Cover.

FUEL SYSTEM: Dual Steel Minimum Capacity 100 Gal. Total

COOLING SYSTEM: 1000 Sq. In. 3 Row Core Radiator, Silicone Hoses, Filter/Conditioner.

STEERING: Power Assist, Integral Sheppard 392-S/292 20,000 Cap. or equal, Adjustable Steering Column

WHEELS & TIRES: 24.5 x 8.25 Steel Disc 10 Hole Budd Accuride Type w/11R24.5 Goodyear G-124 Steel Belt Radial Tires on Drive Wheels and Goodyear G-159 on Steering axle.

RADIO: O.E.M. AM/FM w/ roof mount antenna.

FLOOR COVERING: Non-Skid Vinyl/Rubber

SEAT: H.D Vinyl/Cloth High Back Air Ride Drivers Seat, Low Back Stationary Passenger Seat.

CAB: Standard Manufacturers Rust Proofed Air Suspended Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining

- sufficient temperature control and air flow for operator comfort.
- COLOR: EXTERIOR-White INTERIOR-Grey
- WIPERS: 2 Speed Intermittent
- MIRRORS: Left/Right Heated Bright Finish West Coast Style, with 4" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.
- GLASS: Tinted, Maximum Glass area offered by the Manufacturer shall be made available.
- BRAKE SYSTEM: Bendix 13.2 CFM Compressor or equal. 16-1/2" X 5" Front, 16-1/2" X 7" Rear, Outboard Mounted Drums, Automatic Slack Adjusters on all positions, 4 Rear Parking Brake Chambers, Bendix Heated Air Drier, Ferrous Hubs.
- SAFETY EQUIPMENT: Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Lap and Shoulder Retractable Seat Belts, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Vernier Hand Throttle, Manual Reset Circuit Breakers.
- RADIO EQUIPMENT: Motorola C7 Spectra Dash Mount Mobil 35W DC7ZX Radio with Brackets, Antenna and all necessary hardware shall be provided. Mounting will be completed by the City of Fayetteville.

SPECIFICATION FOR BULK WASTE CRANE, 18'-22' TELESCOPING BOOM, 311 DEGREE BOOM ROTATION

INTENT

It is the intent of these specifications to describe a Bulky Waste Crane designed primarily for use as a hydraulic refuse loader and grapple machine. It is to be mounted behind the cab for loading of bulk waste into a suitably designed body attached to the chassis.

Bidder must provide printed product literature indicating compliance with specifications.

SECTION I: Knuckle Boom Crane

For safety reasons, the product bid shall be a true rated crane and shall comply with ASME/ANSI standards (B30.5 and B30.22). Cranes or loaders which do not comply with these features will not be considered.

A. CAPACITY

The crane bid shall be a minimum of 70,000 ft-lbs. This rating will be determined and published by the crane manufacturer as per the criteria in the latest edition of ASME/ANSI, B30.5 and B30.22 standards. A crane load chart as described in ANSI B30.5 shall be enclosed for the product bid. Minimum rated capacity without attachments and measured from the center line of at a lifting height of 10 feet above ground: 13,900 lbs. at 5 ft., 7,100 lbs. at 10 ft., 5,000 lbs. at 15 ft., 3,500 lbs. at 20 ft.

B. GEOMETRIC CONFIGURATION

The crane supplied will have adequate lifting capabilities to be able to lift large bulky items and clear the dump body. The dimensions shown are for a 40" chassis frame height without attachments. Reach from center line of rotation: 22 ft. total, 22 foot boom which telescopes to 18 ft., Lifting height from ground: 33 ft. - 8 inches., Crane storage height not to exceed 13 feet, Out rigger span 11'-1" at ground level. Lifting capabilities below grade without attachments - 4 feet, Crane weight shall be less than 5,500 lbs. Bidder shall provide a drawing with the bid showing the crane's configuration.

C. CRANE MOUNTING - STEM

The stem provides a platform for mounting the crane to a truck and the necessary elevation for crane operation. It also incorporates the outriggers which are powered through double-acting hydraulic cylinders and provide stabilization during crane operation. Crane shall be attached to the chassis using 4 pairs of 1" studs which meet ASTM A325, The installed unit shall have spacers installed between the truck chassis rails to avoid crushing or distorting the frame rails. Means shall be provided to assure that the frame rail spacers do not fall out in case the mounting studs loosen up. The crane stem base plate shall be 7/8" and extend across both chassis rails. Stem uprights shall consist of 2 pc. of 12" x 4" x 3/8" tube adequately braced and fully welded to the base plate. The crane hydraulic control valve shall be mounted between the stem up rights for adequate protection. Outriggers, one per side, shall be an A frame style and have a single cylinder and control to extend and put down each of the out riggers. Outrigger cylinder shall be mounted inside telescoping rectangular tubing to prevent side loading of the outrigger cylinder. Single cylinder outriggers must be used to assure the driver fully extends the outrigger to the full and safest position. Outrigger shall have a full travel of 36" and travel a total of 11 inches below grade to compensate for uneven ground. Outrigger span shall be 11' 1" at ground level (12' 2" at full extension). Outriggers shall operate independent of each other. Outrigger shall be visible from its actuating position. Outrigger ends shall be fitted with smooth flotation pads.

D. BOOM ROTATION

Boom shall be capable of rotating 311 degrees. To assure smooth and precise operation. The crane rotates using a heavy duty gearbox and turntable bearing. Rotation function is powered by a self lubricating bidirectional roller vane motor. Rotational motor to deliver a minimum of 1933 inch lbs. at flows of 1.0-20 gallons per

minute. Motor shall be fully serviceable. Motor shall have O-ring ports to prevent leakage. Motor shaft seal shall be able to withstand full system pressure, thus eliminating the need for a case drain. Turntable bearing - 25.75 inch diameter connecting the stem and boom secured by Grade 8 bolts. Turntable bearing shall be a 4 point contact ball bearing using 4150 for the inner race and outer gear. Nylatron bearings or bushings can not be used. Tooth hardness of turntable bearing: BHN 262 minimum. Moment arm rating of turntable bearing: 115,000 ft. lbs. The rotational motor speed will be reduced by a gear box by a factor of 19.75:1. (To assure a safe and precise rotation, direct drive rotation units will not be accepted). Rotational gear box shall be designed to withstand a maximum input torque of 100,000 inch ~lbs. and a 7,000 lb. radial load. The gear box shall turn a heat treated pinion gear which runs on the external gear teeth of the turntable bearing to accomplish the rotation function. The pinion gear shall be a single piece, easily removable from the gear box shaft for replacement. Rotational mast shall consist of a 1" plate with a 3/8" minimum box structure. Mast shall consist of mounts for the inner boom and inner boom cylinder

E. INNER BOOM

The standard inner boom is of the underslung variety and is raised and lowered by use of a double-acting hydraulic cylinder connected between it and the mast assembly. It articulates through 102 degrees. The inner boom shall articulate by use of an under boom mounted cylinder from 22 degrees to +80 degrees. Fixed 120" boom constructed of 7" x 7" x 3/8" tube. One piece - dual tube booms not acceptable. Cylinder mounts shall be below the inner boom. Holes shall not be cut in the 7" x 7" boom for cylinder mounting (or any other reason) to assure the strongest boom is provided. All cylinder and boom pins shall be chrome plated. Pins shall be secured in place with a hex head which is keyed into a lock on the mounting plate. The pin shall be secured using a lock nut which is threaded onto the pin.

F. OUTER BOOM

The outer boom shall telescope from 18 foot to 22 feet. The outer boom is of the underslung variety and is raised and lowered by use of a double-acting hydraulic cylinder connected between it and the inner boom. The outer boom shall be connected to the inner boom using a mechanical linkage for added control. The outer boom cylinder shall be mounted on the top side of the boom to protect the cylinder from contact with the crane's load. Outer boom shall articulate 165 degrees. The pins connecting the outer boom cylinder to the linkage and the linkage to the inner boom shall be 1144 stress proof or 1050 heat treated to limit wear. The outer boom shall be capable of extending 4 feet. The telescopic boom shall have an 8" x 6" base tube and a 7" x 5" telescoping tube. To limit wear on the telescopic boom, the boom shall have guide tubes of 2" x 1.25" tube on each side to maintain alignment. The tubes will ride in a replaceable polymer shoe. The boom extension cylinder shall be installed inside the telescoping section for added protection. Exposed tip boom cylinders are not acceptable. Hoses on the tip boom shall be covered by a removable steel cover.

G. CYLINDERS

Hydraulic cylinders which are chrome plated will be used to operate the crane boom and outriggers. 3 year cylinder workmanship warranty on all cylinders. Inner boom - 6" Bore x 3" solid chromed rod, Outer boom - 6" bore x 3" solid chromed rod, Telescopic boom - 2.5" bore x 1.5" solid chromed rod, Outrigger cylinders - 3.5" bore x 2" solid chromed rod. All cylinders to have chromed rods. All boom cylinders shall have replaceable ball bushings in the ends to eliminate side loading. Pistons shall have aluminum piston packing adapters and glands. Cylinders shall be rebuildable and use readily available packing kits available from sources other than the crane manufacturer. Cylinders shall be designed to operate at 2,000 PSI. The inner and outer boom cylinder shall use externally threaded caps and identical packing kits for ease of maintenance. Cylinder ports shall utilize O-ring fittings. Inner boom, outer boom, and tip boom shall have load holding valves to lock the cylinders in case of a hydraulic failure. Inner and outer boom cylinders shall have the load holding valve externally mounted to allow easy repair or replacement.

H. HYDRAULIC SYSTEM

The hydraulic system is designed around a tandem pump and stack style control valve mounted at a stand up control station. Tandem Commercial P330 or Tyrone with tandem 2" gears, Pump shall be birotational, Tandem pump required to provide two continuous flows to allow operation of 2 functions simultaneously, Pump to deliver at 1500 rpm two 24 GPM flows, Pump to have a front and rear bracket for adequate support. 8 section control valve - Greisen V20 or Commercial KA18 stack style. Inlet and midsection inlet to have an adjustable relief set at 1500 PSI. All cylinders to be protected by work port reliefs. Valve shall work with tandem pump to allow the following functions to be done simultaneously without the loss of power, 1- Rotate crane and move or extend the outer boom, 2 - Open or close the grapple and rotate the grapple, 3 - Move the inner boom cylinder and move or extend the outer cylinder or extend the outer boom. Filter: 25 micron spin on filter cartridge Gresen FSP or equal. All hose lengths shall be minimal, steel hydraulic tubes shall be used to limit long runs of hose. Steel hydraulic tubes shall be mounted in bolt on vibrational clamps. Hydraulic tubes shall be positioned to minimize damage. Any hose passing through a hole or in a close tolerance area shall be covered with a separate abrasion sleeve. Hoses to be two wire and exceed 100 R2 with permanent crimp style fittings. Hydraulic tank - 50 gallon steel tank with baffles. Tank mounted, reusable, in line suction strainer with a relief. Tank to include air breather, sight gauge, thermometer, and magnetic drain plug. Gate valve required to isolate tank when servicing the pump. 1 1/4" suction line with reusable ends secured by T-bolt clamps (hose or band clamps not acceptable) Diverter valve required to switch between crane operation and dump body function. A protection procedure shall be provided which will not allow simultaneous operation of the crane and dump body. PTO shall be Chelsea Hot Shift with overspeed, PTO control to be dash mounted with a light and safety buzzer. Hot shift PTO, when activated, shall automatically disengage the PTO when the truck is placed in gear and reengage when the transmission is returned to neutral. For safety reasons the PTO must not operate

when the vehicle's transmission is in gear to avoid accidental activation of the crane while in transit. System to include two pilot operated check valves to maintain the cylinder stability of both outriggers. Swing control valve to be provided to control crane rotation under load.

I. WALK BEHIND CONTROLS

Crane controls are located at the rear of the crane tower. Dual side, waist-level manual lever controls standard to provide operation from either side of the vehicle. Operators station to set above the chassis constructed from expanded gripstrut. Frame for driver's platform shall be constructed of a minimum of 2" x 2" rectangular tube. Operators station to be accessible from the ground by steps mounted on each side of the vehicle. Steps shall be covered with a non skid grate and must have a handrail for safe use. Size of platform and spacing between the cab and boom controls shall be sufficient for safe and efficient movement of the operator while manipulating the boom controls. Truck exhaust shall be modified so it discharges a minimum of 24" beyond the rearmost portion of the control platform. Vertical control handles shall be used. Controls shall be labeled on a permanently etched aluminum tag. Controls shall be self centering in the neutral position. Controls shall comply with standards set forth in ASME B30.5 and B 30.22. A single bank of control valves shall be utilized with dual-mirror image controls allowing operation from both sides of the truck. The dump body control shall be mounted so the driver is standing on the ground next to the driver's door when dumping. Dump control shall be properly labeled. A removable steel cover shall be provided to cover any exposed hydraulic hoses which are even with the operators upper body or head. Total height of the vehicle shall be posted on the dashboard of the truck.

J. GRAPPLE AND GRAPPLE ROTATION

To be S&L Model 28-B-3 or equal, Hydraulically operated by two double acting cylinders. Chromed cylinder rods, 1/3 cord capacity, 21 1/2" wide, Continuous rotation bucket, Minimum bucket opens to 72 inches, closes to 32 inches. minimum weight with rotator 695 lbs., Replaceable jaws, solid knuckle link with replaceable bushings. Hydraulic lines shall be secured and routed so they cannot be snagged by brush or debris. Hoses shall be protected by the head assembly. Rotator to be Indexator GV6 or equal. Rotator capacity 14,000 lbs. Rotator torque at 3,000 PSI, 1,157 ft.-lb. Rotator shall be unlimited continuous rotation without stops.

The following specifications describe the combination of the bulk waste crane and rolloff hoist system. The vendor shall guarantee that all components supplied shall operate with using a common hydraulic systems.

Bidder shall provide: A tandem Commercial P-50 pump capable of powering the Rolloff and Bulk Waste Crane. A hydraulic interlock which allows operation of the rolloff or the Bulk Waste Crane but not both. Hydraulic Interlock shall have a safety scheme so the operator can not inadvertently operate the crane and the dump body simultaneously.

Bidder shall include the following in their bid package: Layout of the crane and Rolloff Hoist for the model bid showing the size of the work platform, Parts Book for the crane bid, Hydraulic schematic for the crane and rolloff hoist combined.

SPECIFICATION: MATERIAL TRANSPORT SYSTEM

The following specifications describe a 22 foot cable hoist unit designed to lift, dump, load and unload roll-off containers of varying lengths and capacities. The roll-off hoist must be suitable for installation of a dual tire (4) lift axle without modification (single tire not acceptable).

A) TILT FRAME-OUTSIDE RAIL-60,000 LBS.

The hoist shall be an outside rail unit a 60,000 lb. Rated capacity, greater than 50 degree dump angle, installed on a truck with a 176" C.A. 8" x 4" x 1/2" frame rail, Bed Length-276", Outside Rollers, Material-C-1045, 4 1/2" O.D. - minimum 4 per side, Outside Roller Pin-2 ~7/16" C-1045, pin must be removable, Roller Pin mounted in Roller Pin Bushings - 3 1/2" O.D. by 1/2" wall installed through tube. Lock bolt minimum 3/8" Grade 8 installed on inside of the tube frame to secure roller. Rear Roller 2 15/16" C-1045 Shaft permanently mounted, with greasable bushings (4" O.D. x 1/2" wall) in frame rail, Rear Roller solid 6 5/8" diameter with 5" diameter center offset design to avoid crushing cable when on the ground. Pipe not acceptable. Automatic Front Container Locks w/chassis mounted spring-one per side,

B) REEVING SYSTEM-TWIN CYLINDER

Containers shall be lifted onto the hoist using twin 6 1/4" Reeve Cylinders as follows:

Reeving Cylinder (2)-6 1/4" bore, 3/8" wall, 4 3/4" rod, 81" stroke, Chromed Reeving Cylinder Rods, 1/2" Cylinder Rod Covers-Full length, Covers must not obstruct full view of container. 1-12" Head Sheave with aluminum bronze bushing, 4-10 1/4" Reeving Sheaves with aluminum bronze bushing, C-1045 Sheave Pins, 2 15/16" Diameter, Greaseable, Removable 7/8" 6 x 37-IWRC-EIPS Domestic Cable, 1 1/4" Hi Alloy Pear Link Swaged on end of cable, Cylinders operate independently with individual shoes, Adjustable stuffing box for cylinder packings.

C) LIFT CYLINDERS

Lift cylinders are installed to accommodate a dual tire lift axle in the future. Installation of a Dual Tire Lift Axle w/4 tires (20" or 22") allowable without modification. 6 1/2" Bore with 6", 5" and 4" Sleeves, 3 stage, D.A. Lift Cylinders, All sleeves chromed plated, 110" Lift Cylinder Stroke, Installed inverted to allow for piping at bottom of frame, Lift Cylinder lower mount support on each side of the cylinder. Saddle- 3/8" plate formed in a box to provide dual support for saddle pin at base on each side of cylinder. Saddle Pin - Removable for service, secured by 3/8" bolt and 4- 2 1/2 x 1/2" collar - 4" in length. Saddle pin is removable. Basket - Upper cylinder mount supports both sides of each cylinder. (Cast not acceptable) Basket Pin, C-1045 2 3/16" diameter, secured by 3/8" bolt and 4 - 1 1/4" wide lugs. Basket pin is removable. Saddle Clip - 4" x 4" angle by 10" long welded to inside of saddle to secure saddle to truck frame. Lift cylinders can be removed without removing the oil tank and/or tool box from the unit, or raising the hoist.

D) HYDRAULICS

The hydraulic system is designed to exceed the system service pressure. It shall be made up of the following components: 2 1/2" Gear type pump (Commercial), Pump direct mounted to PTO, Rear Pump Bracket, 3 Bank Valve-Gresen-V42 or Commercial A-35 with work port relief. Valve Internal Relief set at 2,000 psi, Inside/Outside controls connected by cables, 65 Gallon Hydraulic Oil Tank on passenger side, 4" Tank clean out port, 2" Tank/Pump Shutoff Ball Valve, 2" Suction Line, 1 1/4" return line-wire reinforced, PTO/Pump to supply 45 gpm at 1800 rpm, PTO-Air Operated, Dash mounted indicator light, 1 and 3/4" hose exceeds SAE 100R2-2 wire braid, Piping to be extra heavy seamless, Tank shall have sufficient capacity to operate-full push out container

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when the hoist is in the up position. Suction Strainer - 4" x 100 mesh replaceable located in line with tank outlet with relief if plugged. Return filter - External to tank with replaceable cartridge, HOT SHIFT PTO.

E) HOIST MOUNTING

The hoist shall be mounted on the chassis to insure performance to the rated capacity. Hoist shall be proven production model available for 5 years. Hoist shall be manufactured in the United States. Printed product literature shall be provided for the model bid. 3/8" Hoist mounting plates (minimum 4) secured by Grade 8 bolts, 3/8" Cylinder Saddle-3/4" Grade 8 mounting bolts, Subframe 4" x 3" x 1/4" Tube, mounted flush with chassis 6" x 6" x 3/4" rear hinge angle welded to chassis, 1 1/2" C-1045 Hinge Lugs (4) with 2" pin.

F) FENDERS & LIGHTS

D.O.T. approved lighting, fenders and ICC bumper shall be part of the hoist. 10 Gauge Steel Fenders w/gussets on inside and outside, 1" x 1" L shaped steel lip on both inside and outside edge of all fenders for added support, Fenders shock mounted on rubber to resist cracking. 4-Identical Quarter Fenders bolted to bracket. Center fender bracket minimum of 360 square inches. 1/4" channel front fender bracket, 1/4" L-shaped center brackets, 8" Channel Bumper w/ vinyl antispray mudflaps, 3-Individual Rubber Mounted Stop, Turn & Back-up Lights per side. One piece replaceable wire harness with plugs for all lights.

G) FINISHING

The hoist shall be painted to match the chassis rails. Manufacturer shall use 1 coat of primer and 2 coats of Dupont Centari Paint.

H) TOOL BOX

A steel tool box shall be provided on the drivers side. 36 1/2" x 15 1/2" x 16 1/8" ~(L x W x H) 14 Gauge Galvanized steel w/16 gauge tread plate top, Locking Door Handle w/Key.

HEAVY DUTY BULK WASTE ROLLOFF

CAPACITY: 26 YARDS	LENGTH: 22 FT. - OVERALL	SIDE HEIGHT:	42" -
60"	OVERALL WIDTH: 96"		

THE ENCLOSED SPECIFICATION DESCRIBE A 26 YARD OPEN TOP ~ROLLOFF CONTAINER WITH A OPEN FRONT (42" HIGH) FOR ADDED VISIBILITY.

FLOOR:

FLOOR PLATE: 1/4~" PLATE, ONE PIECE
CROSSMEMBERS: C3 X 4.1 STRUCTURAL CHANNEL ON 12" SPACING
SIDE RAILS: C3 X 4.1 STRUCTURAL CHANNEL
GUSSETS: 3/16" PLATE, EVERY OTHER CROSSMEMBER
MAIN RAILS: 6" X 2" X 1/4" STRUCTURAL TUBE
WHEELS: 8" HEAVY-DUTY PIPE 10" LONG
WHEEL STANDS: 1/2" PLATE
WHEEL AXLES: 1 1/2" SOLID ROUND
BULLNOSES: 1 1/2" PLATE
ROLLERS: 4" O.D. X 1" THICK MECHANICAL TUBE 5" LONG
ROLLER ARMS: 1/2" PLATE
ROLLER AXLES: 1 3/4" SOLID ROUND

HOOK PLATE: 3/4" PLATE 12" X 36"
HOOK PLATE: WELDED SOLID TO BOTH 6" X 2" X 1/4" RAILS
CABLE HOOK: 1 1/4" HIGH-TENSILE PLATE, INSERTED THRU HOOK PLATE,
LOCKED IN AND FULLY WELDED BOTH SIDES.

SIDES

SIDE SHEET: 11 GAUGE PLATE
SIDE POSTS: 11 GAUGE FORMED PLATE 3" DEEP X 5" WIDE ON 20" CENTERS
W/DRAIN HOLES
TOP RAILS: 4" X 3" X 11 GAUGE STRUCTURAL TUBE
CRUSH RAIL: 3" X 3" INVERTED ANGLE ON TOP OF RAILS
TIE-DOWN BARS: 5/8" SOLID ROUND
LADDER: 5/8" SOLID ROUND
STIFFENER: 3/16" PLATE FULLY WELDED ON HINGE SIDE
SIDE HEIGHTS: 42" TAPERING TO 60"

TAILGATE

TAILGATE SHEET: 11 GAUGE PLATE
FRAMING: 4" X 3" X 11 GAUGE STRUCTURAL TUBE
REINFORCING: 11 GAUGE FORMED STEEL PLATE HORIZONTAL CHANNELS
HINGE PLATES: 1/2" PLATE
HINGE SLEEVES: 1 5/8" HEAVY-DUTY TUBE W/GREASE FITTING
HINGE PINS: 1 1/4" SOLID ROUND
LATCH: HEAVY-DUTY TORQUE - ACTION SYSTEM
SAFETY CHAIN: 5/16" HIGH-TEST CHAIN W/RECEPTORS ON BOTH SIDES
TARP HOOKS: 3/8" SOLID ROUND
GATE ALIGNER: 3/4" PLATE
TAILGATE: RESTS ON FLOOR
GRAPPLE REST: SIDE PLATES AND REINFORCEMENT TO STORE GRAPPLE WHEN
VEHICLE IS IN TRANSIT

BULKHEAD

BULKHEAD HEIGHT: 42"
BULKHEAD SHEET: 11 GAUGE PLATE
TOP RAIL: 4" X 3" X 11 GAUGE STRUCTURAL TUBE
VERTICALS: C5 X 6.7 STRUCTURAL CHANNEL
DOGHOUSE: 3/16" PLATE, REINFORCED
CORNERS: WRAPPED WITH 11 GAUGE FORMED STEEL PLATE AND WELDED
SOLID

FINISHING

ALL RAILS, TUBING, CHANNEL AND FRAMING ARE ONE PIECE, COATED WITH
RUST-INHIBITIVE PRIMER, FINISHED BLUE W/WHITE STRIPING. K-PAT AUTO TARP
SYSTEM WITH EXTENDIBLE HEIGHT GANTRY, ONE PIECE ARM CONSTRUCTION
WITH COVER THAT EXTENDS BETWEEN ARMS, REPHASING CYLINDERS TO
ASSURE ARM ALINEMENT, 3 BANK CONTROL VALVE OR EQUAL.

ATTACHMENT #1

Item #2 (Page 1) consists of the Heavy Duty Truck Cab & Chassis with Mounted Bulk Waste Crane and Roll-off per Item #1 of the Specifications with the following exception:

Reference Page 6:

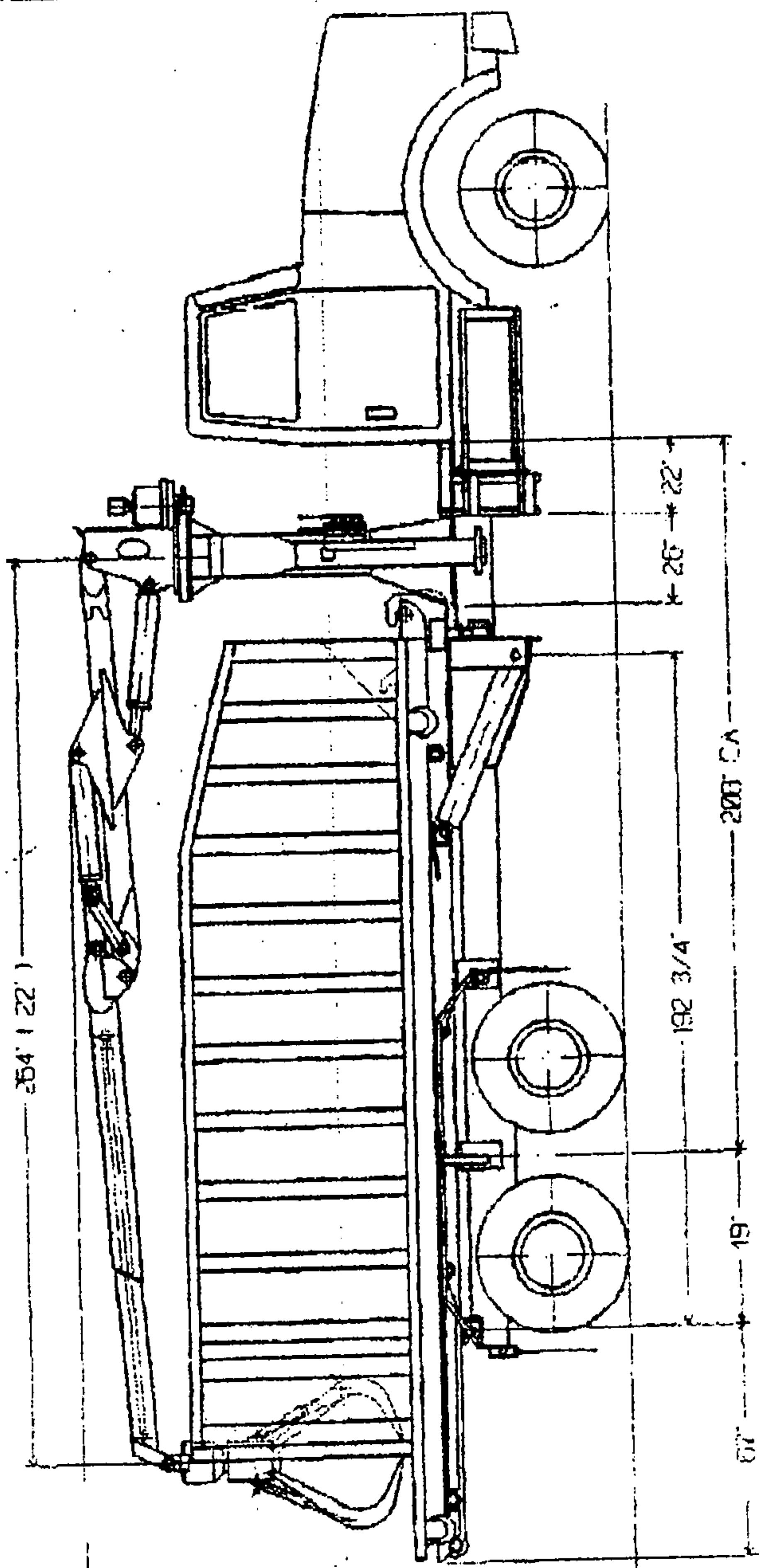
DELETE THE FOLLOWING:

TRANSMISSION: Allison HD-4560-R-P-5 Automatic with 5 Forward Speeds, Transmission Cooler, External Oil Cooler, Oil Filter W/Retarder.
Or Equal.

ADD THE FOLLOWING:

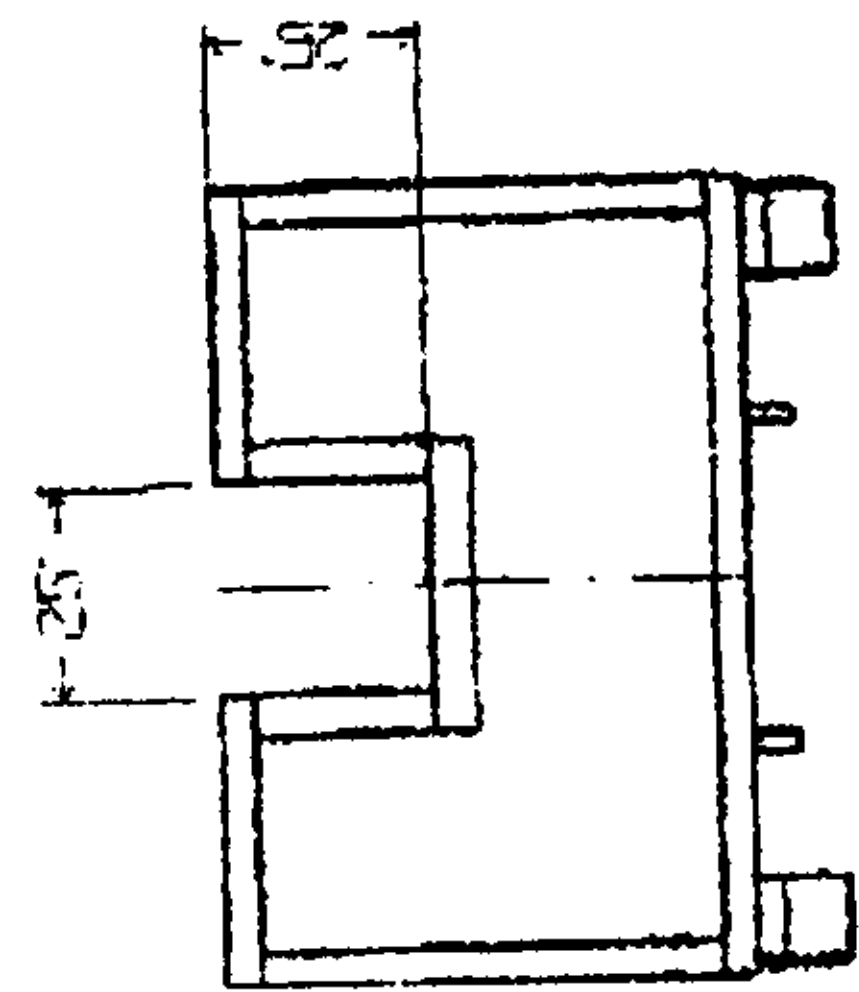
TRANSMISSION: Manual multi-speed of the proper type, style and torque rating to provide adequate service in stop & go operations as recommended by the Manufacturer.

CLUTCH: Heavy Duty as recommended by the Manufacturer.



VEHICLE REQUIRES:

- 198' CA - 290' PLATFORM
- VERTICAL EXHAUST EXTENDED 40' BEHIND THE CAB
- FUEL TANK OR BATTERY BOXES SHOULD NOT EXTEND BEHIND THE CAB.



CONTAINER REAR VIEW



STAFF REVIEW FORM

XX AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of June 16, 1998

FROM:

W.A.Oestreich Fleet Operations Administrative Services
Name Division Department

ACTION REQUIRED:

Acceptance of the Lowest Qualified Bidder for Item #1 - Bid #98-45, with trade in of Item #2. The Vendor for this Purchase is Alma Tractor & Equipment, Inc., 35 Hiway 71 North, Alma, AR 72921. This Purchase is for 2 Tractor/Backhoe/Loaders with the Trade of 1 Used Tractor/Backhoe/Loader.

COST TO CITY: The units are for use by water & sewer maintenance and sidewalk & street crews.

Cost: \$102,669.12 Trade Allowance: \$12,000.00 Net Cost: \$ 90,669.12

\$ 90,669.12 \$ 114,000.00 Repl/Exp Back Hoe/Loader
Cost of this Request Category/Project Budget Category/Project Name

9700-1920-5802.00 \$ 50.00 Vehicles & Equipment
Account Number Funds Used To Date Program Name

98061 \$ 113,950.00 Shop
Project Number Remaining Balance Fund

BUDGET REVIEW: XX Budgeted Item ____ Budget Adjustment AttachedSteph Davis
Budget Coordinator_____
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Cramer
Accounting Manager5-27-98
Date_____
ADA Coordinator_____
DateLois H. H. H.
City Attorney5-28-98
DateYolanda Fields
Internal Auditor5-27-98
DateP. Vice
Purchasing Officer5-28-98
Date

STAFF RECOMMENDATION:

Authorization to Purchase Item #1 with acceptance of trade allowance of Item #2 - Bid 98-45.

W.A. Oestreich
Division Head5/26/98
Date

Cross Reference

Department Director_____
DateNew Item: **Yes** **No**Ben
Administrative Services Director5/28/98
Date

Prev Ord/Res #: _____

Fred Hamm
Mayor5/19/98
Date

Orig Contract Date: _____

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent 

DATE: May 26, 1998

SUBJECT: BID AWARD RECOMMENDATION 98-45

Reference the attached Agenda Request for the Award of Bid 98-45, Item #1 with the acceptance of the trade allowance offered for Item #2. The lowest qualified bidder meeting specifications is Alma Tractor & Equipment, Inc., 35 Hiway 71 North, Alma, AR 72921. These are budgeted items for the calendar year 1998.

The Bid Tabulation Sheet dated May 18, 1998, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The items listed have been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by the Water/Sewer Maintenance Division, Sidewalk & Trails Division, Fleet Operations Division and the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1. 4 Wheel Drive Tractor/Backhoe/Loader

**

Alma Tractor & Equipment, Inc.

1998 Ford New Holland 575E Tractor/Backhoe/Loader @ \$51,334.56.

This Bid was accepted due to the compliance with the original Specifications. This should provide units that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS COMPLETE UNITS:

ITEM 1.	Alma Tractor & Equipment - 2 Units at	\$ 51,334.56
		\$102,669.12

LESS TRADE CREDIT:

ITEM 2.	Unit #617 - 1992 Ford 755B	
	VIN: D-100245	<\$12,000.00>

TOTAL BID AWARD: \$ 90,669.12

The budgeted amount for these items is \$114,000.00 in account 9700-1920-5802.00, This is for Project 98061-001.. With the purchase of these items at \$90,669.12 we will have a balance remaining of \$23,280.88.

BID: 98-45
DATE: 5/18/98
TIME: 11:00 am
CITY OF FAYETTEVILLE

DESCRIPTION: TRACTOR/BACKHOE/LOADER

BIDDER	ITEM #1	ITEM #2	delivery time
ALMA TRACTOR & EQUIP	\$51,334.56 unit \$102,669.12 tot 575E New Holland	\$12,000.00	60 days
ARKTRAC	\$63,277.00 unit \$126,554.00 tot 310SE John Deere	\$10,000.00	60 days
SCOTT EQUIP	\$57,456.00 unit \$114,912.00 tot 580 Super L Case	\$17,775.00	60 days
WILLIAMS FORD TRAC	\$56,749.00 unit \$113,498.00 tot 575E New Holland	\$20,000.00	60 days (1st) 90 days (2nd)
RIGGS	NO BID	NO BID	

P. Vice
P Vice Purch Mgr
B. Williams
Witness
5/18/98
Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

31D 98-45

I.G.5

DEPARTMENTAL CORRESPONDENCE

To: Bill Oestreich, Fleet Operations

From: David Jurgens, Water/Sewer

Date: May 20, 1998

Re: Water/Sewer Backhoe Purchase

I have reviewed the specifications for the replacement and expansion backhoes. The specifications were developed based on the specific needs of the Water and Sewer Department. The specifications meet our requirements and are approved. Motor pool and replacement charges are included in the 1998 budget.

NOTICE TO BIDDER

BID NO. 98 - 45

COMMODITY: H.D. TRACTOR - BACK HOE - LOADER WITH THE SALE OR TRADE OF A USED TRACTOR - BACK HOE - LOADER

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., MAY 14, 1998, for the furnishing of: COMMODITY:

H.D. TRACTOR - BACK HOE - LOADER WITH THE SALE OR TRADE OF A USED TRACTOR - BACK HOE - LOADER LISTED BELOW:

Unit #617 - 1992 FORD 755B TRACTOR/BACK HOE/LOADER VIN: D100245

Bid forms and specifications for the unit being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

Bid forms with terms and conditions for the unit being offered for sale or trade may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building. Provisions for inspection of Trade/Sale unit are a part of the Invitation to Bid

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

Peggy Vice, Purchasing Officer

PUBLISH 5/7/98 NORTHWEST ARKANSAS TIMES -

Billing refer to P.O.# _____

BIDDERS LIST

Tractors/Loaders/Mowing Equipment

1. Arktrac
2003 South 8th St.
Rogers, AR 72756
2. Springdale Tractor Co.
Hwy 68 West
Springdale, AR 72764
3. Williams Ford Tractor & Equipment Co.
P.O.Box 1346
Fayetteville, AR 72702-1346
4. Alma Tractor & Equipment, Inc.
35 Highway 71 North
Alma, AR 72921
501-632-6300 FAX 501-632-6309
Att: J.D.Alexander
5. Luber Brothers Lawn & Garden Equipment
6801 N.W. 50
Oklahoma City, OK 73008
6. Little Rock Equipment Sales
13001 Interstate 30
Little Rock, AR 72209
7. Daugherty Equipment
1507 W. Truckers Lane
Fayetteville, AR 72701
8. J.A.Riggs Tractor Co.
9125 Interstate 30
Little Rock, AR 72209
9. Barton County Implement Co.
510 W. 12th St.
Lamar, MO 64759
Attn: Joe Terrington
417-682-5556 - FAX 417-682-3030

BIDDERS LIST

SALE ITEMS

1. **CULVER TRUCK SALES
P.O.BOX 21
GREENLAND, AR 72737
501-521-2870**
2. **Harry Lunsford
P.O.Box 13
Leicester, NC 28748
704-683-9252**
3. **HARI AUTO SALES
5401 E. 84TH TERRACE
KANSAS CITY, MO 64132
ATTN: ABDUL WAHEED
816-333-5794 FAX -SAME-**
4. **WARFORD AUTO WRECKERS INC.
PUMP STATION ROAD
FAYETTEVILLE, AR 72701**
5. **DARREL MEREDITH TRUCK SALES
1749 S. SCHOOL
FAYETTEVILLE, AR 72701**
6. **Auto Wholesalers
P.O.Box 445
Hollidaysburg, PA 16648
814-696-4343 Fax 814-696-1324**
7. **Meuser Heavy Equipment
4100 S. Hiway 71B
Springdale, AR 72764
501-751-0680**
8. **CHICAGO MOTORS INC.
2553 WEST CHICAGO AVE.
CHICAGO, ILLINOIS 60622
Attn: ANIS GHANIWALA
312-235-6500 (800-942-0005) FAX 312-235-6532**
9. **TRI-STATE AUCTIONEERS INC.
RT. 4, BOX 4605 HWY 175 W.
ATHENS, TX 75751
ATTN: RANDY WHATLEY
903-675-9039 FAX 903 675-4557**

10. **AMI AUTO BROKER**
16329 CENTER POINT
GROVER, MO 63040
314-458-1380
11. **ATLAS AUTO LEASING**
750 E. IRVING BLVD.
IRVING, TEXAS 75060
972-554-1117
12. **BILLY THE KID, INC.**
111 N. 2ND ST. #303
COEURD'ALENE, IDAHO 83814
208-765-8062
13. **DIXIE SURPLUS EQUIPMENT**
P.O.BOX 8507
ALEXANDRIA, LOUISIANA 71306
ATTN: KENNETH MCKAY
318-765-3068 FAX:318-765-9312
14. **WHITTLE TRUCK SALES**
P.O.BOX 7061
SPRINGDALE, AR 72766
ATTN: RICK WHITTLE
501-750-9410
15. **CENTRAL OKLAHOMA POLICE SUPPLY**
1329 N. HARRISON
SHAWNEE, OK 74810
ATTN: CHRIS HURLEY
800-259-7177 405-275-7177
16. **Trucks & Parts of Tampa**
1015 S. 50th St.
Tampa, FL 33619
800-488-8889 Attn: Bruce Goldenberg
17. **Dale Frederick**
6537 Huntsville Rd.
Fayetteville, AR 72701
18. **Al Coakley**
2761 Boxwood
Fayetteville, AR 72703

19. **Mountain Creek Real Estate Co.**
P.O.Box 520
Huntsville, AR 72740
Attn: Bill G. Cotton
501-456-2547 Fax 501-738-6262
20. **Raymond E. Purser**
P.O.Box 1489
Huntsville, AR 72740
501-738-6420
21. **SITC Services Corp.**
18603 E. Hwy. 412
Springdale, AR 72764
Attn: James Dudley
501-751-4001 Fax 303-688-1372
22. **NEBCO Volunteer Fire Dept.**
12772 Lodge Drive
Garfield, AR 72732
Attn: Joe Phillippe
501-359-3376
23. **Reeder Simco Truck Center, Inc.**
3421 South Zero
Fort Smith, AR 72908
Attn: Ken Plemmons
800-643-2013 Fax 501-646-0533
24. **Vicki Kaufman**
841 Lola Lane
Fayetteville, AR 72701

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID

BID #: 98-45

DATE ISSUED: May 6, 1998

DATE & TIME OF OPENING: May 14, 1998 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNIT: 60 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QTY:	* PRICE:	*TOTAL
1.	Heavy Duty Tractor-Back Hoe-Loader per Item #1 of Specifications Attached	2	\$ _____	\$ _____

***GUARANTEED DELIVERY SCHEDULE: _____**

ITEM 2 IS OFFERED FOR EITHER SALE OR TRADE

***PRICE:**

2.	1992 Ford 755B Tractor- Back Hoe-Loader VIN: D100245 Unit # 617	\$ _____
----	--	----------

**NOTE: THIS UNIT WILL NOT BE RELEASED PRIOR TO RECEIPT OF THE
FIRST UNIT LISTED IN ITEM #1.**

***BIDDER IMPOSED RESTRICTIONS ON ITEM 2**

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM:_____

*BUSINESS ADDRESS:_____

*CITY:_____ *STATE:_____ *ZIP:_____

*PHONE:_____ *FAX:_____

*AUTHORIZED SIGNATURE:_____

*TITLE:_____

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENT FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

BID 98-45
SPECIAL TERMS & CONDITIONS
ITEM #1

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.
3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.
9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
10. Installation of Dealership/Distributorship Logo is **PROHIBITED**.
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.
11. All items marked "**MANDATORY REQUIREMENT FOR CONSIDERATION OF BID**" **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.
13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

**ADDITIONAL TERMS AND CONDITIONS
SALE ITEM ONLY
ITEM # 2**

1. All bids shall be submitted on forms provided by the City.
2. Bids received after the date and time set for receiving bids will not be considered.
3. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
4. The City assumes no responsibility for the safety of the Bidder during inspection of the item listed herein.
5. The items listed will be sold "AS IS-WHERE IS" with no warranty either express or implied.
6. Arrangements for inspection may be made by appointment with Fayetteville Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 501-444-3494 & 501-444-3496, between 9:00 A.M. and 4:00 P.M. THURSDAY, MAY 7, 1998 AND FRIDAY, MAY 8, 1998 AND MONDAY, MAY 11, 1998 THROUGH WEDNESDAY, MAY 13, 1998.
7. Questions regarding these items may be directed to the Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR., 72701 501-444-3494 & 501-444-3496
8. Notification of bid award will not be made prior to proper approval of the acceptance of this bid by the City. Therefore, the following provisions for payment and possession are contingent on required approval by the City of Fayetteville.
 - A. Payment for the item/items listed herein shall be made after notification of bid award and prior to release of the item/items awarded.
 - B. Removal of the item/items listed herein awarded to the successful bidder shall be the sole responsibility of said successful bidder.
9. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

BID # 98 - 45

**BASIC SPECIFICATIONS
TRACTOR-BACK HOE-LOADER**

General Specification Requirements are as follows for TRACTOR-BACK HOE-LOADER. These are **MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS, FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. ANY FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL NOT BE CONSIDERED. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice . The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

A complete set of Parts and Service Manuals are to be provided for the unit.

ITEM 1. HEAVY DUTY FOUR WHEEL DRIVE TRACTOR-BACKHOE-LOADER

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

CAB STYLE:	Safety Style Cab with Tempered SafetyGlass, Tinted Above Belt Line, Front & Rear Wipers, Heater/Defroster/Air Conditioner, Pressurizer, ROPS with Sound Deadening Headliner and Vinyl Trim, Rubber Floor Mat, AM/FM Radio, Cushioned Air Suspended Swivel Style Seat with Belt, Tilt Steering Wheel, External Rear View Mirrors, Steering Lock.
INSTRUMENTATION:	Transmission Oil Temperature Warning Light, Alternator Warning Light, Engine Oil Pressure Warning Light, Fuel Gauge, Tachometer w/Hour Meter, Coolant Temperature Gauge.

DIESEL ENGINE:

MINIMUM ONLY: TURBOCHARGED 4 CYL. 304 C.I.D.NET 85 H.P. @ 2200 R.P.M., NET 264 lb-ft Torque @1200 R.P.M., Dry Type Air Cleaner with Restriction Indicator, Centrifugal Dust Bowl Precleaner, 110 Volt Block Style Engine Preheater, Fuel Filter with Water/Sediment Separator, Automatic Warning System with Automatic Shut Down, 18 qt. Oil Cap, Exhaust Rain Cap, Spark Arrestor Muffler.

MANDATORY REQUIREMENT FOR CONSIDERATION.*PLEASE STATE:****MANUFACTURER:** _____**MODEL DESIGNATION:** _____**C.I.D. DISPLACEMENT:** _____**H.P. RATING:** _____ **@** _____ **R.P.M.****TORQUE RATING:** _____ **@** _____ **R.P.M.****TRANSMISSION:**

Fully Synchronized 4 Speed Forward -4 Speed Reverse with Power Reversing, Torque Converter w/ 2.34:1 Stall Ratio, 19 qt. cap.

REAR AXLE:

18.50:1 Total Ratio Double Reduction w/Inboard Final Drive, W/Hydraulic Differential Lock, 5'-8" Tread, 8" Wet Disc Brakes, 17 qt. cap.

FRONT AXLE:

12.3:1 Total Ratio Double Reduction w/Outboard Final Drive, 6'-2" Tread, 22 degree oscillation, 11" Ground Clearance, 8 qt. cap w/hubs, w/Fenders, Front Drive Line Guard.

ALTERNATOR:

70 AMP.

BATTERY:

Dual 12 Volt-1,600 CCA

FUEL SYSTEM:

28 Gal. Cap

COOLING SYSTEM:

6.3 Gal. Cap. Radiator, Silicone Hoses.

STEERING:

Hydrostatic Power w/priority valve supply from main hydraulic system, 2030 PSI., 3.0 Right & 3.1 Left Turns Lock to Lock.

TIRES:

10.5/80-18, 8 Ply Front w/2 Spare Wheels w/Tires Mounted - 16.9 x 28, 8 Ply Rear w/1 Spare Wheel w/Tire Mounted.

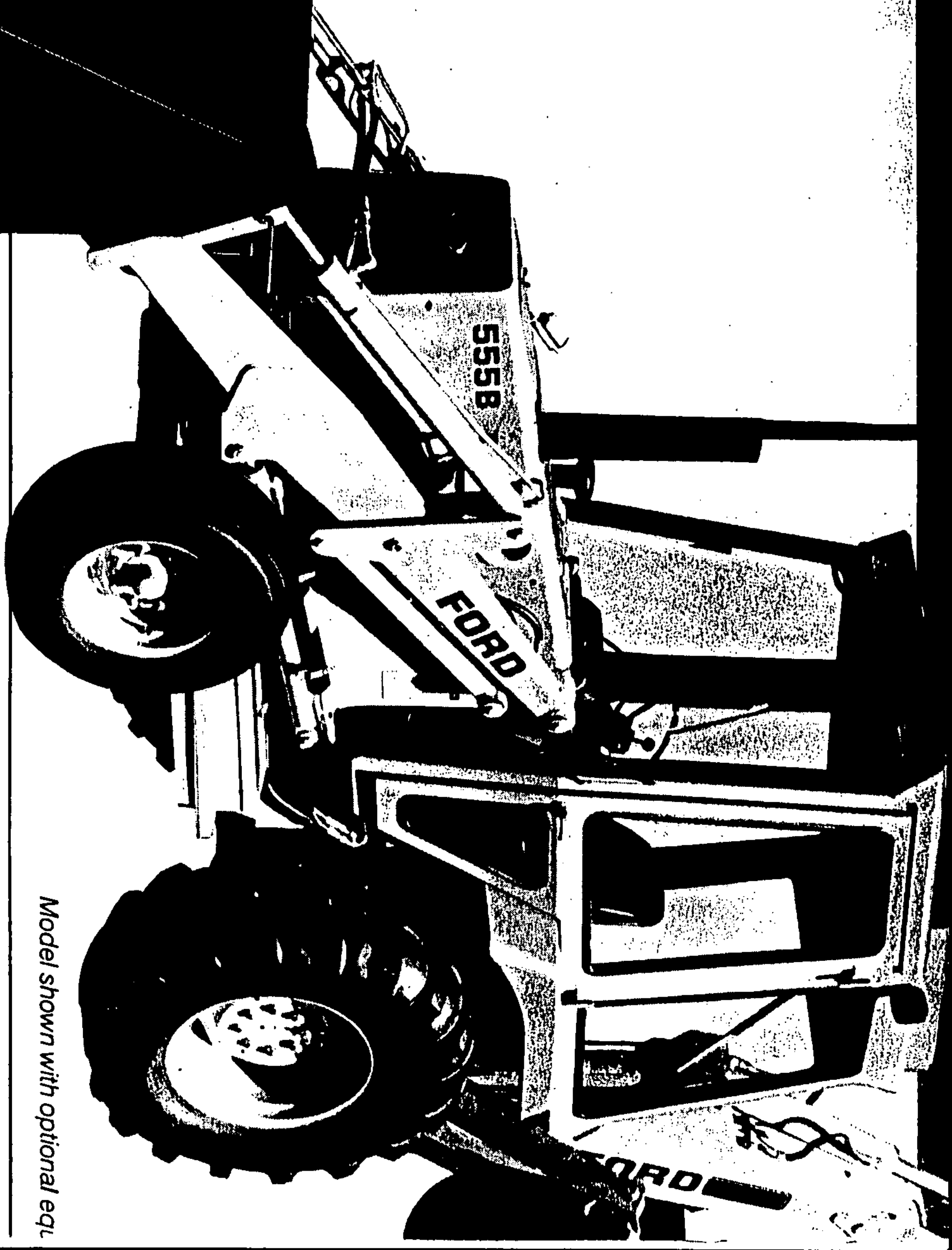
SAFETY EQUIPMENT: Back-Up Alarm, Front & Rear Work Lights, MINIMUM OF 2 Rotating Amber Safety Beacons visible 360 degrees, 2 Amber/2 Red Flashing Lights, Directional Lights, Tail Light, 2 Halogen Headlamps, Horn, Engine Compartment Covers, Seat Belts, Foot Throttle, Interior Sun Visor, Circuit Breakers.

HYDRAULICS: 38 G.P.M. Pump @2200 R.P.M., Tandem Gear Type w/replaceable filter located in a readily serviceable area, 2725 PSI Main Relief valve pressure, 2500 PSI Rear Valve Relief valve pressure.

LOADER: Clamshell Bucket Style, Double Acting Cylinders, 3.15" Bore, 1.57" Rod Dia, 27" Stroke/3.54" Bore, 2.48" Rod Dia., 30" Stroke, 13'10" Overall Operating Height, 23'-4" Overall Transport Length. 45 Degree Dump Angle, 9'1" Dump Height, 30" Reach, 34 Degree Rollback, 4'-7" Digging Depth.

BACKHOE: Extendible Dipperstick - 12'-6" Transport Height, 7'-5" Transport Stabilizer Spread, 12.1" Ground Clearance, 22'-11" Overall Backhoe Loader Transport Length, 7'-5" Overall Width, 17'-11" Digging Depth (15'-3" w/ 2' Flat Bottom (Retracted) - 18'9" (Extended) 12'-2" Loading Height (Retracted) 14'-1" (Extended), 5'-5" Loading Reach (Retracted) 8'-4" (Extended), 19'-0" Reach from Swing Pivot Retracted) 22'-1" (Extended), 3'-6.5" Swing Pivot to Rear Axle Center Line, 166/199 degree Bucket rotation, 180 degree Swing Arc, 7'-5" Transport Stabilizer Spread, 10'-5" Operating Stabilizer Spread, w/ 1-18" - 4 Tooth Bucket, 3-24" - 4 Tooth Mud Bucket, 3960 lb. Digging Force Retracted @ 12' - 3490 lb. thru full arc, 2560 lb. Extended @ 12' - 2480 thru full arc.

BID 98-45
1.G.19



Model shown with optional equ

FEATURES

STAFF REVIEW FORM

HAMESTRING SEWER

AGENDA REQUEST,

City Council meeting of June 16, 1998

FROM:

Don Bunn

Name

Engineering

Division

Public Works

Department

ACTION REQUIRED:

Award of a contract with Jackson Electric for \$143,583.00 plus contingencies (\$160,000.00 total) in connection with improvements to the Hamestring Sewer Pump Station, approval of a budget adjustment of \$120,000.00 to cover a portion of the cost, and approve the expenditure of up to \$50,000 from off site escrow accounts to go toward the project costs.

COST TO CITY:\$ 143,583.00

Cost-This Request

\$ 304,852.00

Category/Project Budget

Water/Sewer Improv.

Category/Project Name

4470-4470-5801 00

Account Number

\$ 304,852.00

Funds Used To Date

Program Name

Sales Tax Capital

96040-20

Project Number

\$ -0-

Funds Remaining

Improvement Fund

Fund Category

BUDGET/CONTRACT REVIEW:X Budgeted ItemX Budget Adj. Attached[Signature]
Budget Coordinator

Date

Administrative Services Director

Date

[Signature]
Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

(Contract + Gen Cond.)**STAFF RECOMMENDATION:**

The Staff recommends approval of the contract with Jackson Electric for \$143,583.00 plus contingencies (\$160,000.00 total) in connection with the renovation of the Hamestring Creek Pump Station and to approve a budget adjustment of \$120,000.00 to cover a portion of the cost. Staff also recommends the expenditure of up to \$50,000.00 of off site escrow to go toward the project costs.

[Signature]
Division Head5/29/98
DateCross Reference

Department Director

Date

New Item: Yes No

Admin Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, City Engineer



Thru: Kevin Crosson, PW Director

Charles Venable, Ass't PW Director

Subject: Award of Bid

Hamestring Creek Pump Station

Date: May 28, 1998

The improvements in connection with the Hamestring Creek Pump Station was recommended by RJN and associates in a study done in the fall of 1996 as part of the Sewer System Study done by CH2M Hill. The study recommended the addition of one pump to the station along with other improvements and the estimated construction cost at that time was \$96,000.00.

A contract with McClelland Engineers for the engineering was approved by the Council in December of 1996. The improvements, as designed by McClelland Engineers, consist of 1) the installation of a new pump in an existing wet well, 2) modification of the existing wet well, 3) construction of a new valve vault, 4) revised electrical controls, and 4) the associated piping.

The renovation will increase the firm capacity of the station from 835 gallons per minute to 1140 gallons per minute, an increase of 36 percent. The maximum output of the station was increased from 1140 gpm to 1350 gpm. The improvements are expected to be sufficient for normal development in the affected area until such time as the improvements related to the new waste treatment plant are completed.

Bids were taken on the project in February of this year. The bid tabulation is:

1. Jackson Electric.....	\$143,583.00
2. United Plumbing.....	157,000.00
3. Goodwin and Goodwin.....	186,000.00
4. Basic Construction.....	208,000.00

We have been delaying getting the project to the Council because of the cost of the project and because we have been in discussions with the low bidder to determine where we might possibly reduce the cost. The result of our discussions with the contractor is that we may be able to reduce, by change order, the cost by \$15,000 to 20,000, making the final price in the neighborhood of \$130,000.00. After award of the bid it would be our intent to carefully look at all options to reduce the price and take advantage of those cost reductions which would be of benefit to the City.

It is our recommendation that the Council award the contract to the low bidder, Jackson Electric for \$143,583.00 and approve a contingency of approximately 10 percent for a total authorization of \$160,000.00. Funding would be from two sources. One source would be the money collected from developments in the Hamstring Creek drainage basin which was to go specifically toward this project. The amount we have in escrow to date is approximately \$40,000.00. There are still several subdivisions that are to be developed which will contribute to this cost.

We are requesting that a budget adjustment of \$120,000.00 be approved to complete funding for the proposed improvements. The money would come from funds budgeted for a force main in that area. It does not appear that the force main will have to be constructed apart from the overall Treatment Plant project.

HAMESTRING SEWER
1.H.4

OFF SITE ESCROW

Salem Bridge	13,100.94
Cherry St	7,118.83
Leverett St	7,455.35
Sang Ave	12,792.97
Old Farmington Road	1,854.86
Township Sidewalks	2,057.69
54th Ave Improvements	8,459.73
Hamstring Cr - Sta 7	51,903.68 ✓
6" sewer repl - Hwy 16W	2,714.47
McCollum Ave Rd Impr	42,637.29
Crossover Rd Sidewalk	1,384.94
Morningside Drive	4,317.30
Driveway - 5124 Wedington	0.00
Joyce Blvd Sidewalks	1,154.24
College Ave Sidewalks	20,080.16
Barrington Park Asphalt	0.00
Magnolia Crossing Bridge	29,173.39
Wedington Bridge Imp	4,205.33
Wedington Off - Site Sewer	2,803.56 ✓
Cross & Halsell Street	11,055.21
Pine Valley Sewer	3,440.23 ✓
Hwy 265 & 16 Intersection	11,019.50
Barnes - Willow Lift	3,440.23
Coyote - Sewer Imp.	7,619.58 ✓
Dean - Solomon Widening	2,783.51
Horseshoe Widening	1,053.19
Joyce Widening	9,614.07
Denny's Sidewalks	0.00
Milsap Rd Sidewalk/Fire Hyd	15,161.71
Rupple Rd. Const.	206.58
Spring Park sidewalk ramp	770.65
Salem Village sewer fee	22,811.34 ✓
Joyce East Impr.	11,153.61
Mo. Oaks (Zion) sidewalks	11,124.00

324,468.16
=====

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

**HAMESTRING SEWER
..H.5**

Budget Year 1998	Department: Sales Tax Capital Improvement Fund Division: Program:	Date Requested 06/02/98	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested: Additional funding is requested for the construction of a sewer pump station on Hamestring Creek.	Project or Item Deleted: None. A portion of the funding for the request is from the Highway 16 West Sewer Force Main, project number 96048.
--	---

Justification of this Increase: The sewer pump station on Hamestring creek is a cost share between the City and developers and the project is ready to proceed.	Justification of this Decrease: The Highway 16 West Sewer Main project has \$480,000 remaining after approval of this request.
---	--

Increase Expense (Decrease Revenue)						
Account Name	Amount	Account Number				Project Number
Fixed Assets	120,000	4470	9470	5801	00	96040 20

Decrease Expense (Increase Revenue)						
Account Name	Amount	Account Number				Project Number
Sewer Improvements	120,000	4470	9470	5815	00	96048 20

Approval Signatures		Budget Office Use Only	
Requested By 	Date 6/2/98	Type: A B C <u>D</u> E	
Budget Coordinator	Date	Date of Approval	
Department Director	Date	Posted to General Ledger	
Admin. Services Director	Date	Posted to Project Accounting	
Mayor	Date	Entered in Category Log	

I.H.6

DOCUMENT 00500

CONTRACT

THIS AGREEMENT, made and entered into on the _____ day of _____, 1998, by and between Jackson Electric Co., Inc. herein called the Contractor, and the City of Fayetteville, Arkansas, hereinafter called the Owner:

WITNESSETH:

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

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled Hamestring Creek Lift Station, dated April, 1997.

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

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

SHEET INDEX

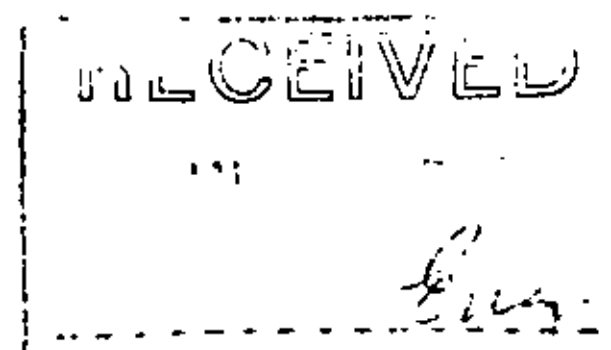
<u>Sheet No.</u>	<u>Description</u>
1	Cover
2	Lift Station Piping Plans and Sections
3	Lift Station Structural Plans and Sections
4	Details
5	Electrical

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

One Hundred Forty Three Thousand Five Hundred Eighty Three Dollars (\$143,583.00).

3. The Work will be substantially completed within 112 days after the date when the Contract Time commences to run as provided in Notice to Proceed, and completed and ready for final payment in accordance with the General Conditions within 126 days after the date when the Contract Time commences to run.

FY972102



00500 - 1

JUN-02-1998 13:22

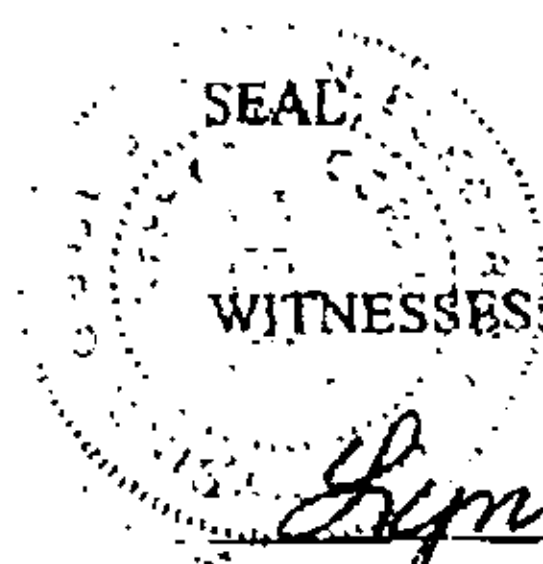
P.02

4. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 3 for Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3 above for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.
5. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided in the General Conditions, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
8. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the Owner in writing.

FY972102

00500 - 2

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



Jackson Elec Co, Inc.
JACKSON ELECTRIC CO. INC.
CONTRACTOR

By James Jackson
PRESIDENT
Title

CITY OF FAYETTEVILLE, ARKANSAS
OWNER

ATTEST:

Clerk

By _____
Fred Hanna, Mayor

Approved as to form:

Attorney for Owner

FY972102

00500 - 3

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

56

For the Fayetteville City Council meeting of June 16, 1998

FROM:

Ed Connell Engineering
Name Division

Public Works
Department

ACTION REQUIRED: Approval of a resolution authorizing the acquisition of a 12.0 acre tract of land from Carolyn I. Hickson, located along Gulley Road, South of Joyce Blvd. and North of Highway 45, for the installation of new water storage towers in conjunction with Fayetteville Water Systems Improvements -- Highway 45 Area. Approval should include closing costs associated with purchase of the land.

COST TO CITY:

\$ 243,000
Cost of this Request

\$ 2,250,000
Category/Project Budget

W & S Improvements
Category/Project Name

5400-5600-5808.00
Account Number

\$ 0
Funds Used To Date

Water Line Improvements
Program Name

98044-0030
Project Number

\$ 2,250,000
Remaining Balance

Water and Sewer
Fund

BUDGET REVIEW:

☒ Budgeted Item

☐ Budget Adjustment Attached

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn D. Cramer 5-27-98
Accounting Manager Date

Yolanda Fields 5-27-98
Internal Auditor Date

[Signature] 5-28-98
City Attorney Date

[Signature] 5-28-98
ADA Coordinator Date

P. Vico 5-28-98
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends acquisition of the total 12 acre tract of land with the possible sale of four or more acres at a future date in lieu of condemnation for the required 5.2 acres as water tank site. Time is of the essence with respect to the tankage site location relative to the rest of the three mile waterline project.

[Signature] 5/27/98
Division Head Date

[Signature] 28 May 98
Department Director Date

[Signature] 5/28/98
Administrative Services Director Date

[Signature] 5/29/98
Mayor Date

Cross Reference

New Item: Yes ☒ No ☐

Prev Ord/Res #: _____

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

DATE: May 21, 1998

TO: Kevin Crosson, Public Works Director *KC*

THRU: Charles Venable, Assistant Public Works Director *CV*
Donald R. Bunn, City Engineer

FROM: Ed Connell, Land Agent *EC*

RE: Water System Improvements - Highway 45 East Area
Gulley Road Water Tower(s) Site Purchase

As part of Phase II of the water system improvement projects on the east side of Fayetteville, a new water main is to be installed from the 42" transmission line at Joyce Street, east along Joyce Street to Gulley Road in the Fayetteville growth area and south on Gulley to Highway 45. This project will cover a distance of almost 3.0 miles and will include line sizes from 18" down to 12". Also, as part of this project, a lift station and a storage/surge tank will be required.

Extensive research has been conducted and it has been determined that the best and most economical location for the 750,000 gallon storage facility is an unimproved parcel of land located 0.67 miles north of Highway 45 on Gulley Road. The subject property is a 12.0 acre tract of land, approximately 1320 feet deep and 396 feet wide along the west side of Gulley Road. The tank location would be approximately 750 feet from the roadway and would require an area of $5.2 \pm$ acres including a 50 foot wide entry roadway. The top of the hill would also provide for a second tank in the future. However, as noted in the attached diagrams, the hill location would leave residuals of $2.4 \pm$ acres to the west and $4.4 \pm$ acres to the east from this 12.0 acre tract.

This property is owned by Carolyn I. Hickson. She has been emphatic from the outset that if she has to sell to the City for this project, she will sell only the entirety and not just the part that may be required for the tank site and roadway. To acquire less than the total would have to be done through the courts. (Mrs. Hickson is now represented by her attorney, Mary Ann Westphal.)

Reed & Associates appraised this property at \$20,000 per acre, which would appear to be reasonable for the immediate area. The subject land is completely wooded and the highest and best use is for development into 4 or 5 acre homesites, consistent with the surrounding area. The appraisal went further to determine that if only a portion of the property ($5.1 \pm$ acres) was taken, the value would be $\$24,000 \pm$ per acre.

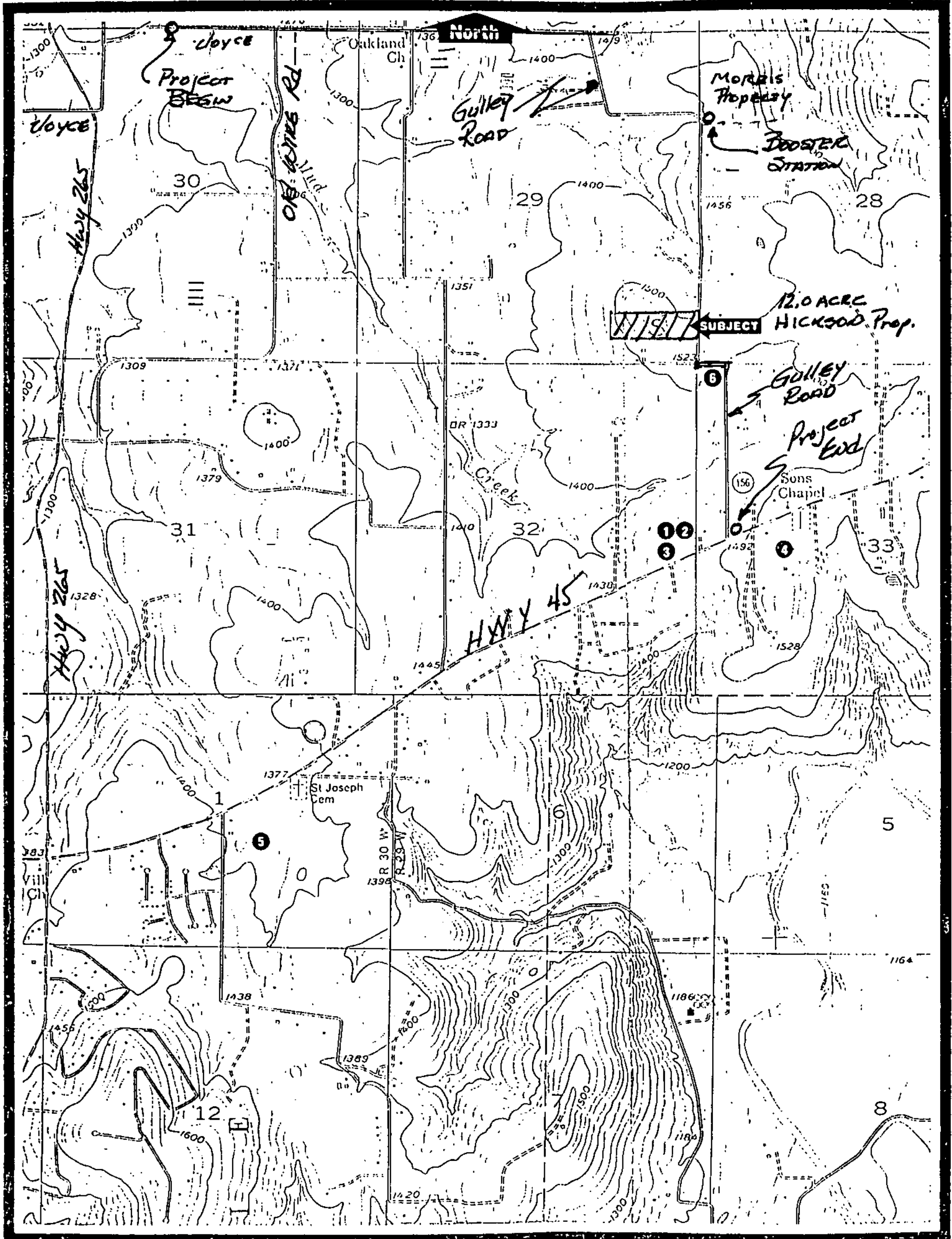
Kevin Crosson
Hwy 45 Water System Tankage
Page 2

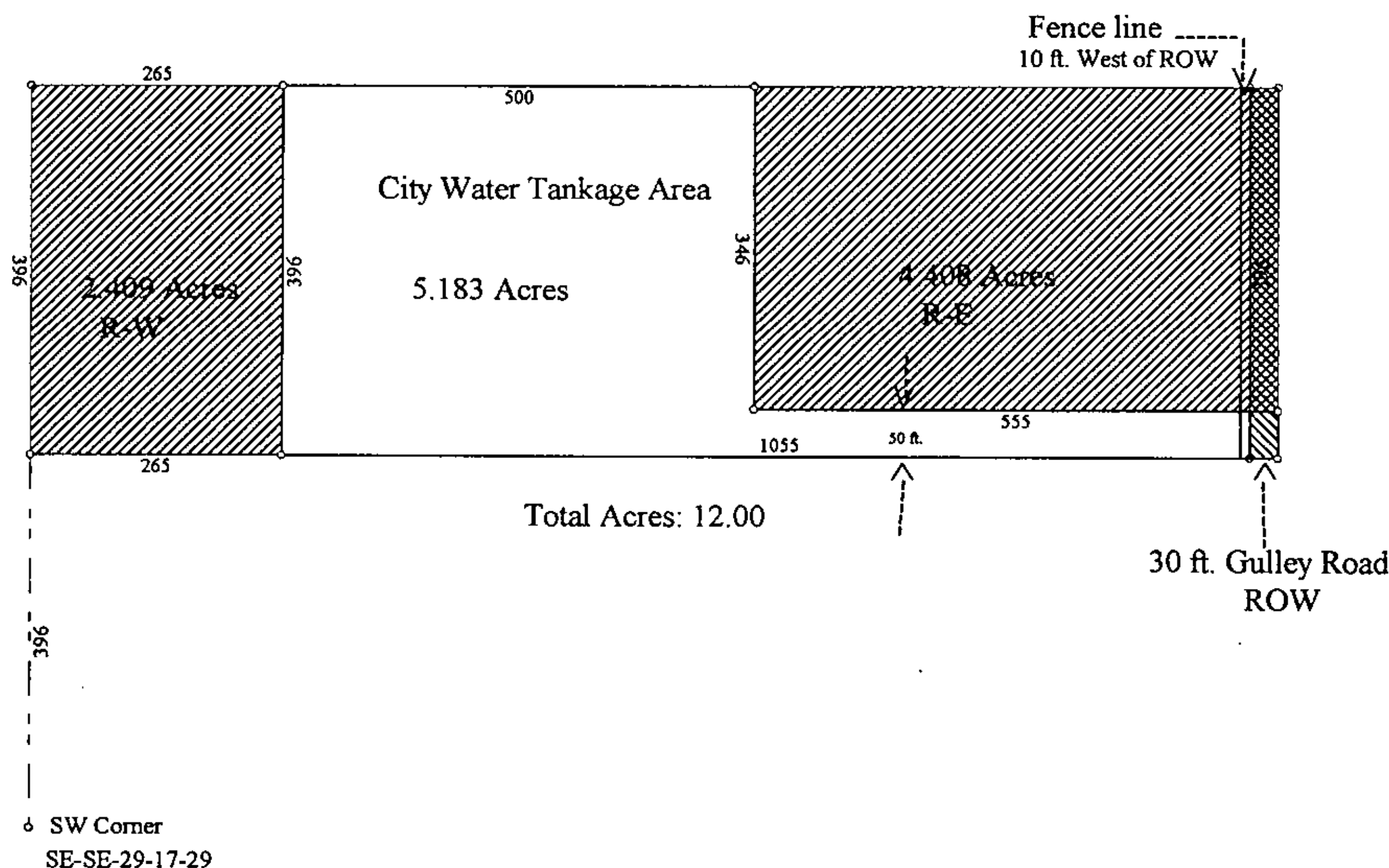
Staff recommends that the total 12.0 acres be purchased. This action would avoid considerable time delays stemming from both condemnation court procedures and the need for City and County lot split approval. The 4.4 acre residual fronting Gulley Road could be sold at a later date for a residential lot or used by the City for almost any purpose consistent with the surrounding area.

Based upon these factors and in the interest of getting this project moving, the City has offered to purchase the total 12.0 acre property for the appraised amount of \$240,000. Please find attached a copy of the *Offer and Acceptance* contract which has been signed by both parties contingent upon the approval of the Fayetteville City Council. Even though the cost may appear relatively high, we believe it is in the best interest of the City, particularly from a timing standpoint, to acquire the entire 12.0 acre tract at this time. Please present this request to the City Council for their approval of this acquisition plus associated closing costs.

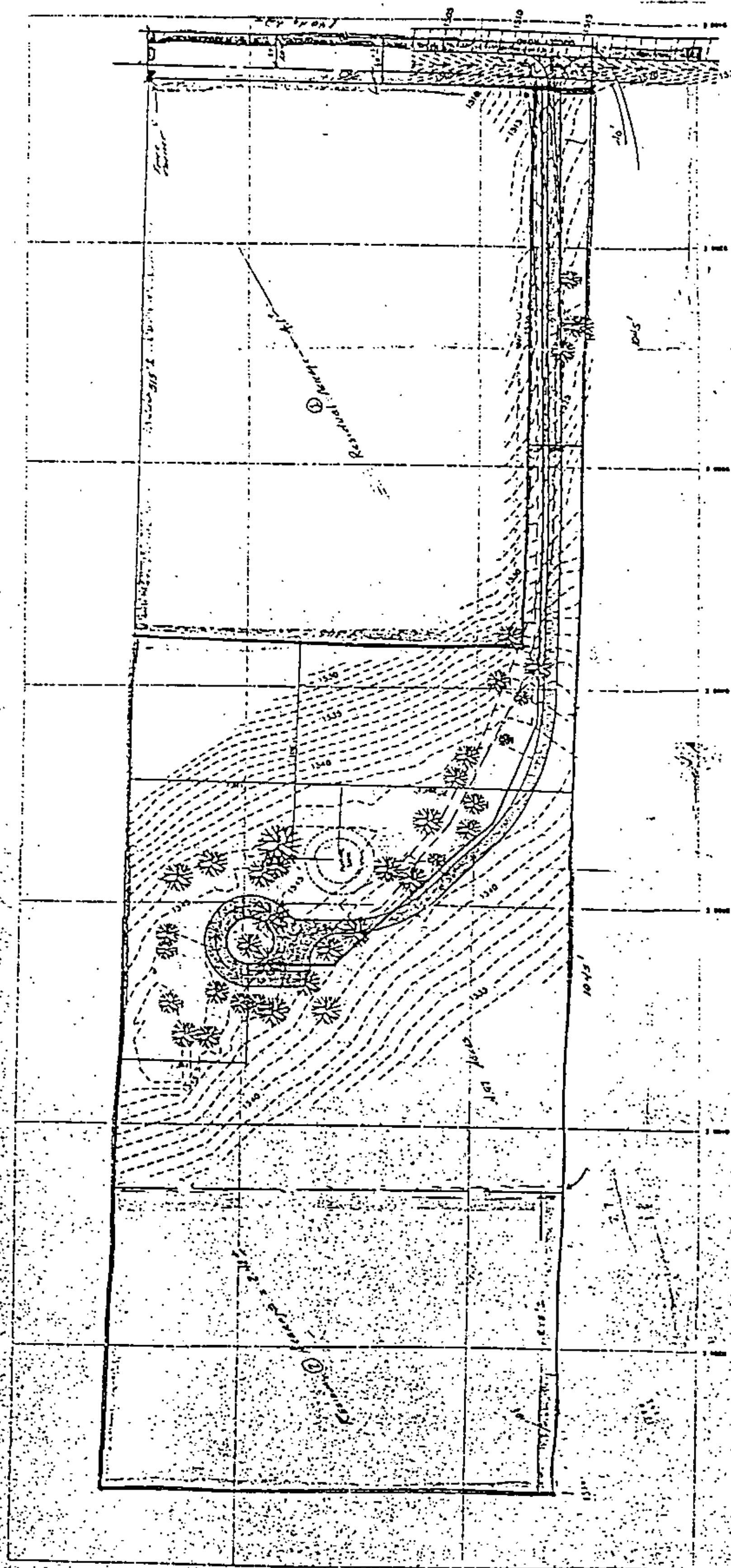
Comparable Land Sales

Road & Associated Area





Title: Carolyn Hickson Prop: Proposed Gulley Rd City Water Tank		Date: 03-20-1998
Scale: 1 inch = 200 feet	File: GULY-TNK.WMF	
Tract 1: 12.000 Acres: 48562.2 Sq Meters: No significant closure error. : Perimeter = 3432 feet		
Tract 2: 0.273 Acres: 11880 Sq Feet: 1103.7 Sq Meters: No significant closure error. : Perimeter = 852 feet		
Tract 3: 0.091 Acres: 3960 Sq Feet: 367.9 Sq Meters: No significant closure error. : Perimeter = 812 feet		
Tract 4: 5.183 Acres: 225750 Sq Feet: 20972.8 Sq Meters: No significant closure error. : Perimeter = 2902 feet		
Tract 5: 2.409 Acres: 104940 Sq Feet: 9749.2 Sq Meters: No significant closure error. : Perimeter = 1322 feet		
Tract 6: 4.408 Acres: 192030 Sq Feet: 17840.2 Sq Meters: No significant closure error. : Perimeter = 1802 feet		
Tract 7: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = n00.0000w 396.00 feet: Precision =1/ 1: Perimeter = 396 feet		
001=*N00.0W 396	013=*S90.0E 10	025=*N0.00W 396
002=*N90.0W 1320	014=*N0.00W 396	026=*S90.0E 265
003=**S0.00E 396	015=@1	027=@1
004=*S90.0E 1320	016=*N0.00W 50	028=*N0.00W 50
005=@1	017=*N90.0W 555	029=N90.0W 555
006=**N0.00W 396	018=*N0.00W 346	030=N0.00W 346
007=*N90.0W 30	019=*N90.0W 500	031=S90.0E 555
008=*S0.00E 396	020=*S0.00E 396	032=S0.00E 346
009=*S90.0E 30	021=*S90.0E 1055	033=@4
010=@8	022=@20	034=*S0.00E 396
011=*N90.0W 10	023=*S0.00E 396	
012=*S0.00E 396	024=*N90.0W 265	



Alt #1 - Acquire Parcel Holdings

	<u>Actual</u> - Acquire engine tract	
(560 x 296)	Total Average	--- 1990 ^{1/2} 1200 =
(560 x 296)	Less Roadway Row	--- 105 ^{1/2} 0.812
	Turn Useful Average	
	to be acquired	--- 11.55 11.79

• Average inside monuments & fence center	11.64	11.64
	44.55 ±	
• Roundway across (inside fence)	0.25 ±	0.25 ±
	<u>44.30 ±</u>	
TOTAL	77.90 ±	18.00 ±
Less Residual (round)		1.08
Average		<u>7.92</u>
Property to be Acquired		77.90 ±
Less Residual (round)		2.50
Net Price		<u>75.40 ±</u>

North

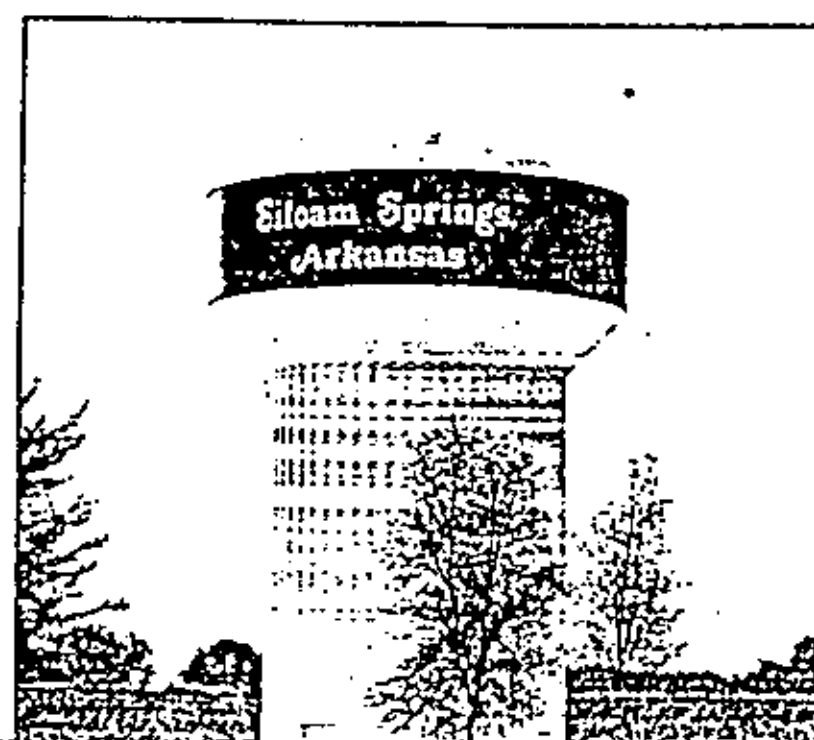
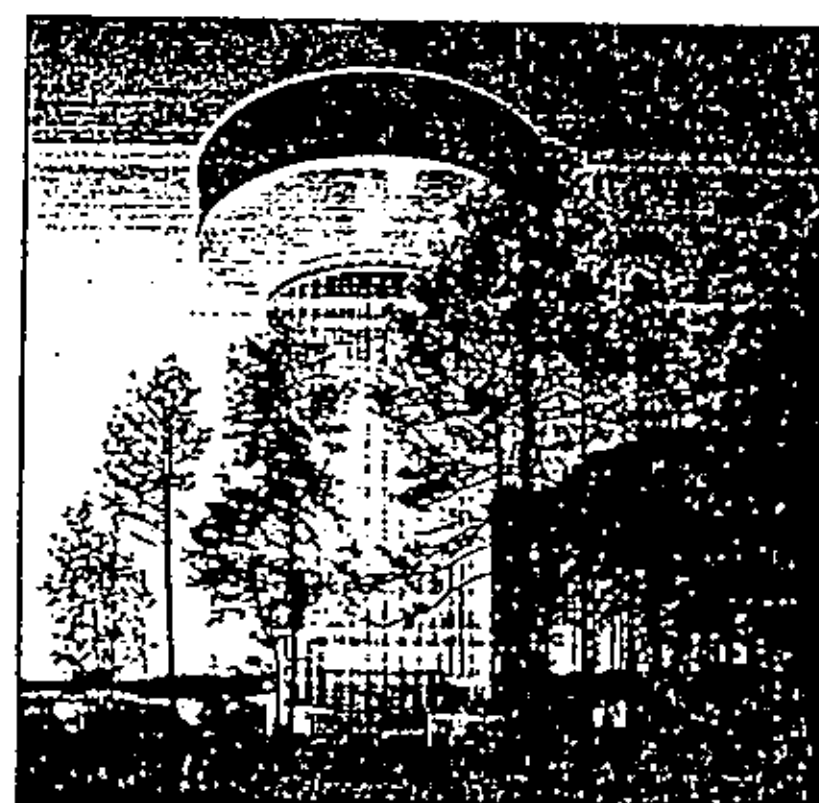
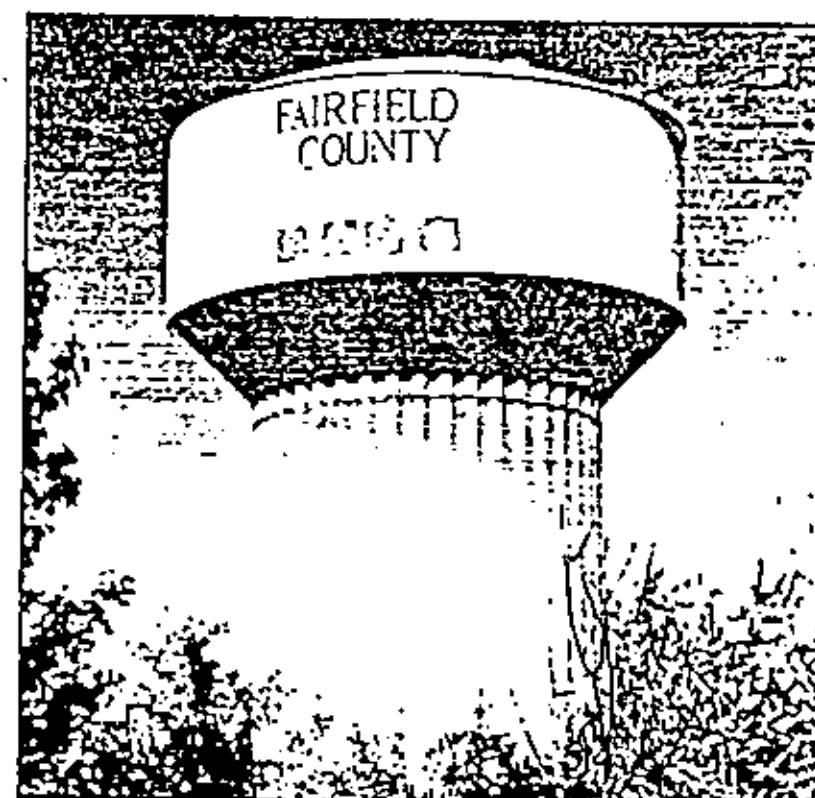
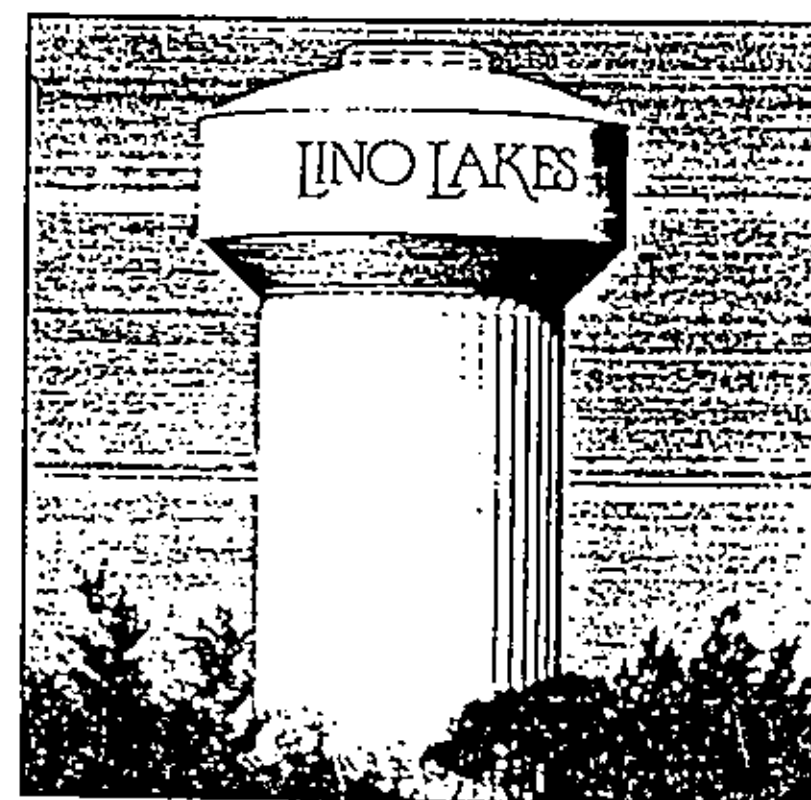
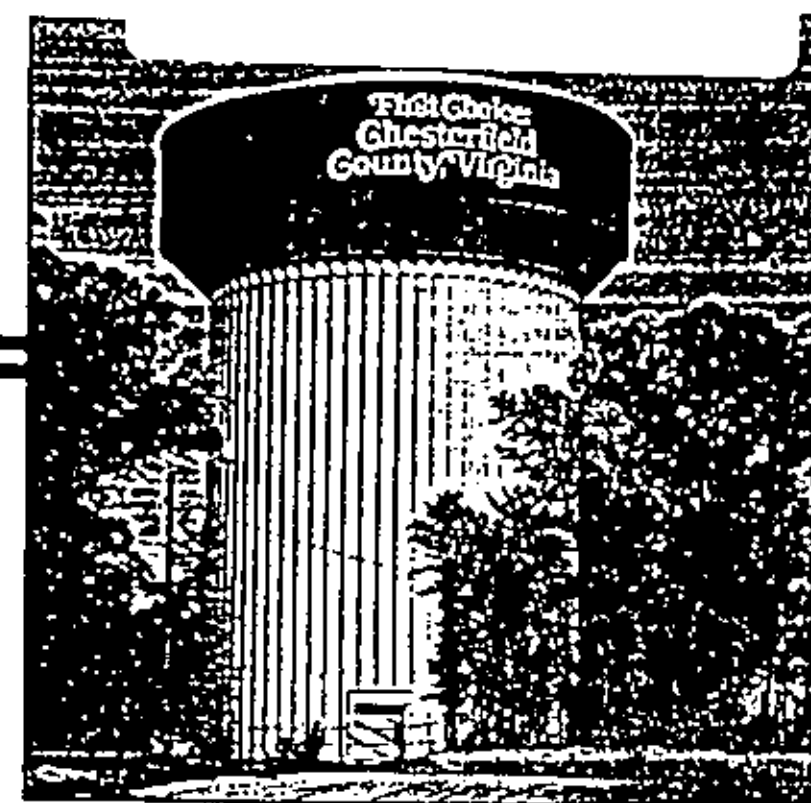
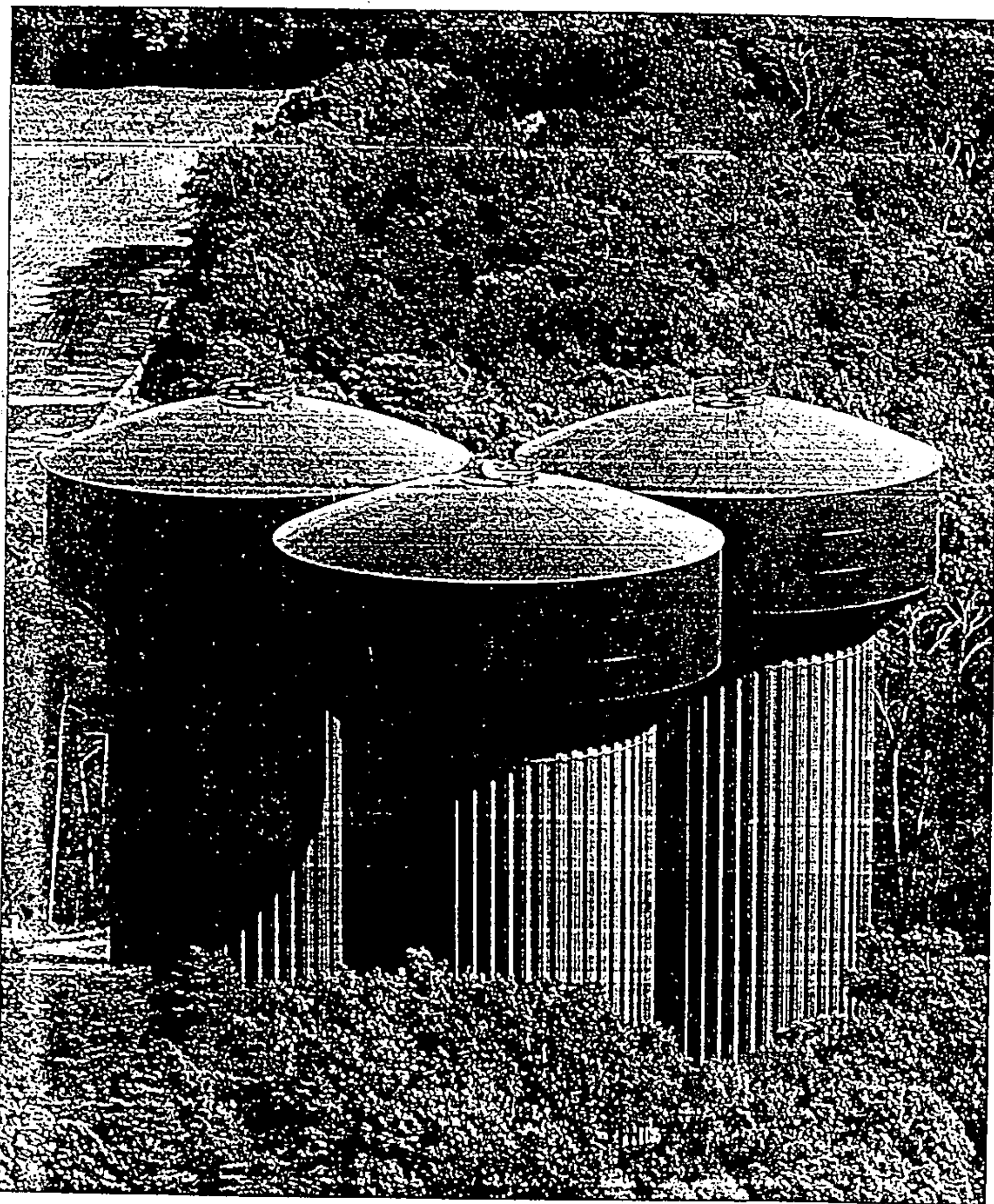
OPTION

2007 and 6 February 2008. See also <http://www.fishbase.org>.

THEIR BELIEF IS NOT A MAT OF A POLICED ANY SURVEY.

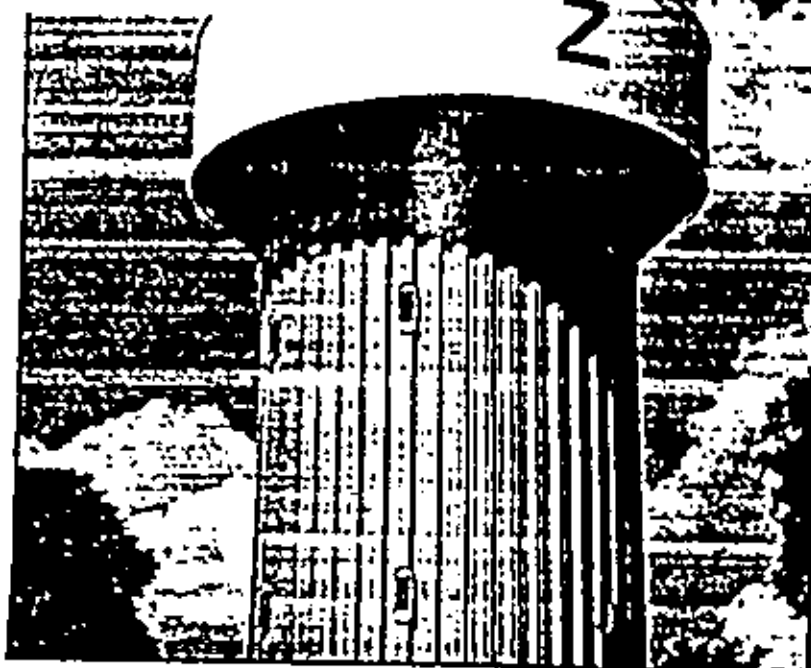
CONTRACT SECTION -	CLAYTON ROAD ELEVATED STORAGE TANK	DATE	04/01/90
DESCRIPTION	150,000 GALLON TANK	PROJECT NO.	771549
	150,000 GALLON TANK	NO.	104
	ELEVATED STORAGE TANK		
	SITE PLAN		

PDM HYDROPILLAR

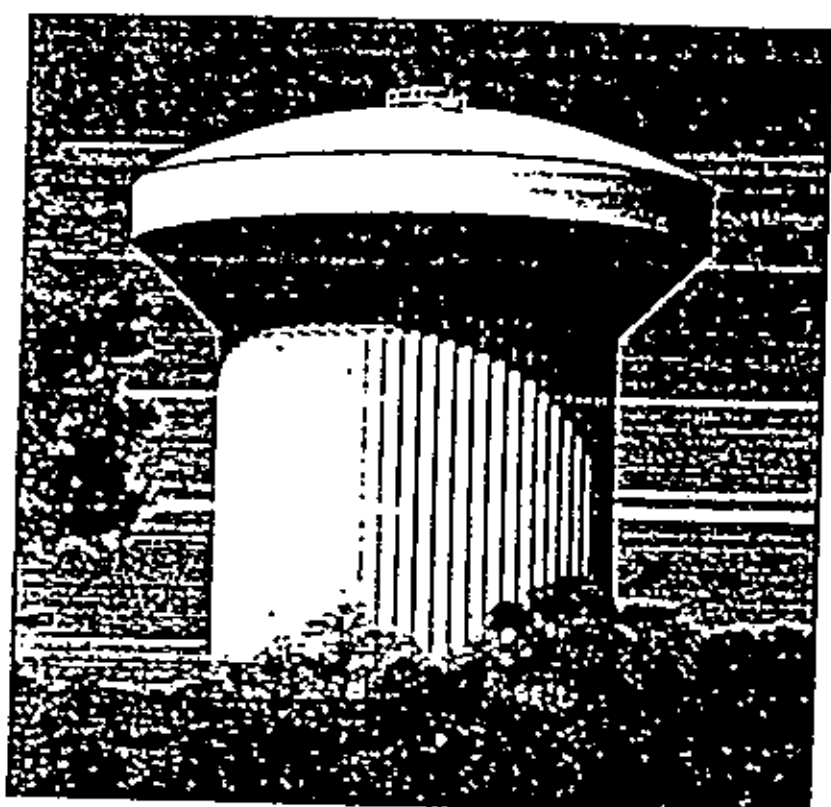


... the Answer

HYDROPILLAR Features and Advantages



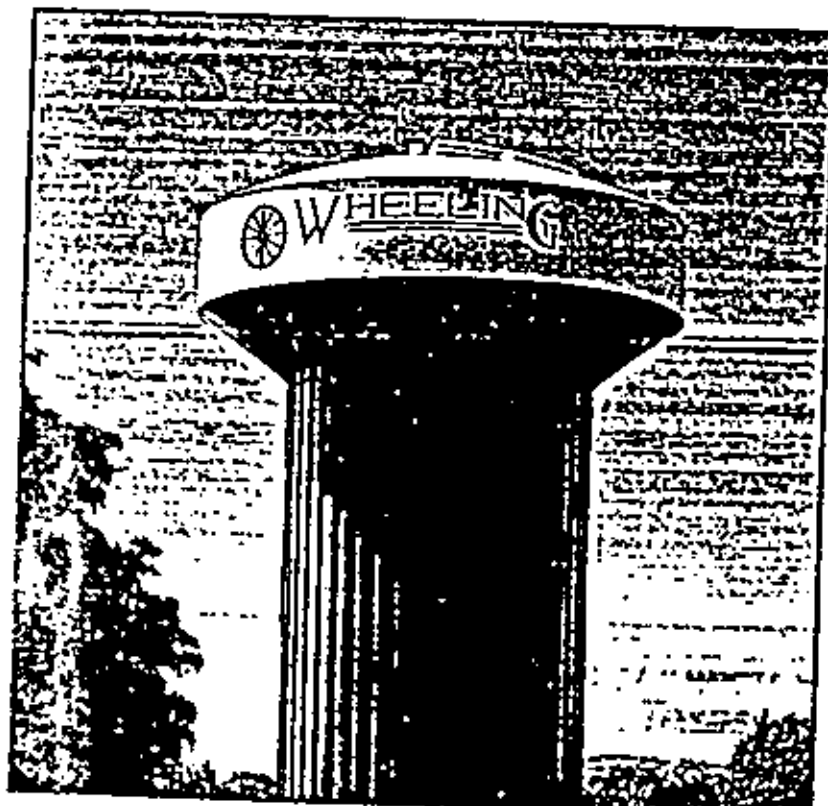
Zanesville,
Ohio:
1,500,000
Gallons
121'-8" TCL



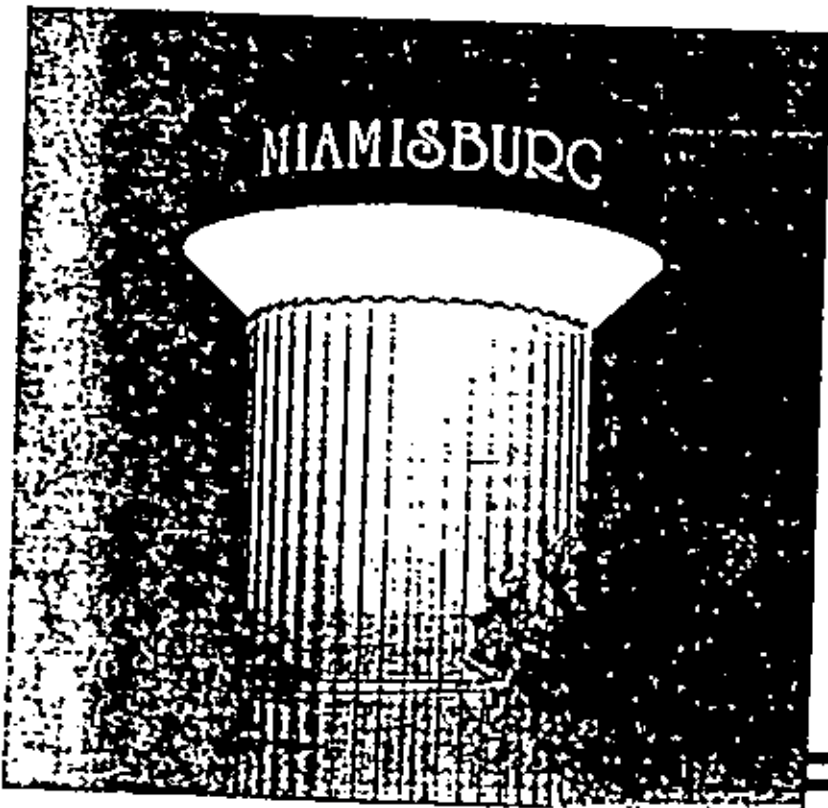
Austin,
Texas:
2,000,000
Gallons
104'-6" TCL
Low Head
Range of 35'



Haltom City,
Texas:
2,000,000
Gallons
134' TCL



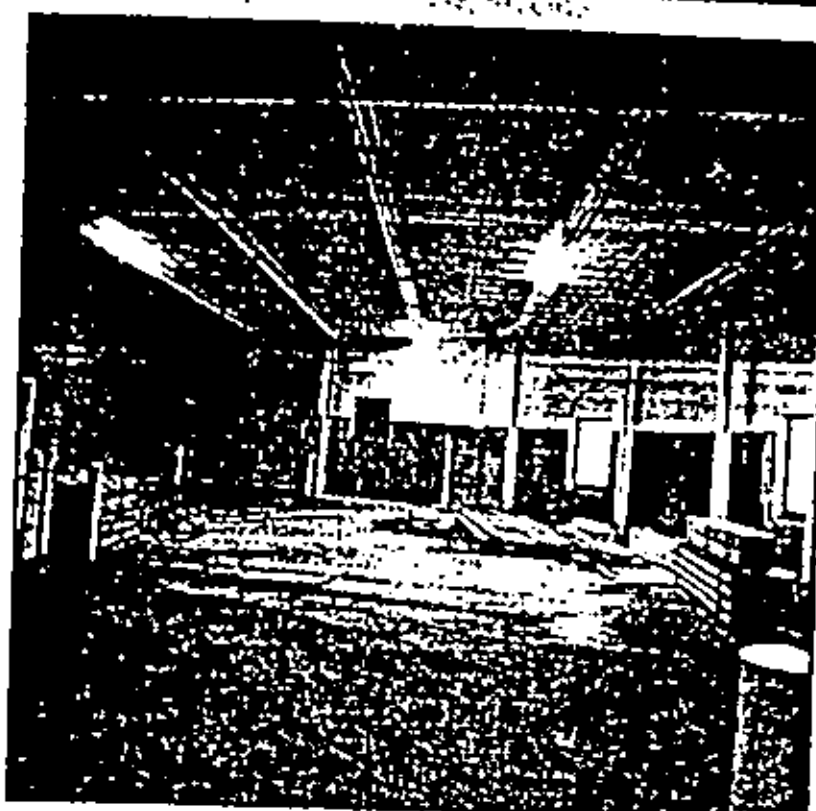
Wheeling,
Illinois:
1,000,000
Gallons
126'-6" TCL
Low Head
Range of 30'



Miamisburg,
Ohio:
1,000,000
Gallons
127' TCL



New
Middletown,
Ohio:
Water Filtration
System



Dublin, Ohio:
Storage room
with windows



Haltom City,
Texas:
Fire Station



Haltom City,
Texas:
Fire Station

Cost Effectiveness

The HYDROPILLAR is cost-effective compared to other styles of elevated tanks, especially when considering its multiple uses, the high cost of land, and the construction costs of additional facilities. The HYDROPILLAR is by far the most economical.

Clear-Span Area

The HYDROPILLAR has an offset pipe riser which makes maximum use of the area within the fluted tower. The offset riser provides an unobstructed and clear span area at the base of the tower. This clear-span area has been used for parking large trucks or storing equipment inside the fluted tower.

Optimum Head-Range

The HYDROPILLAR has the ability to store almost any amount of water very efficiently. The standard design limits the head-range characteristics to approximately 40'-0" which minimizes pumping costs and major variations in water pressure. Alternatively, special designs for lower or higher head ranges can be provided.

Vandal Resistant

Since the HYDROPILLAR has no outside ladders and the access to the structure can be achieved only through locked doors, the structure protects against unauthorized entry and vandalism. Over the years, this has saved the owners of HYDROPILLARS many thousands of dollars required for painting over unsightly graffiti which is common on legged type tanks.

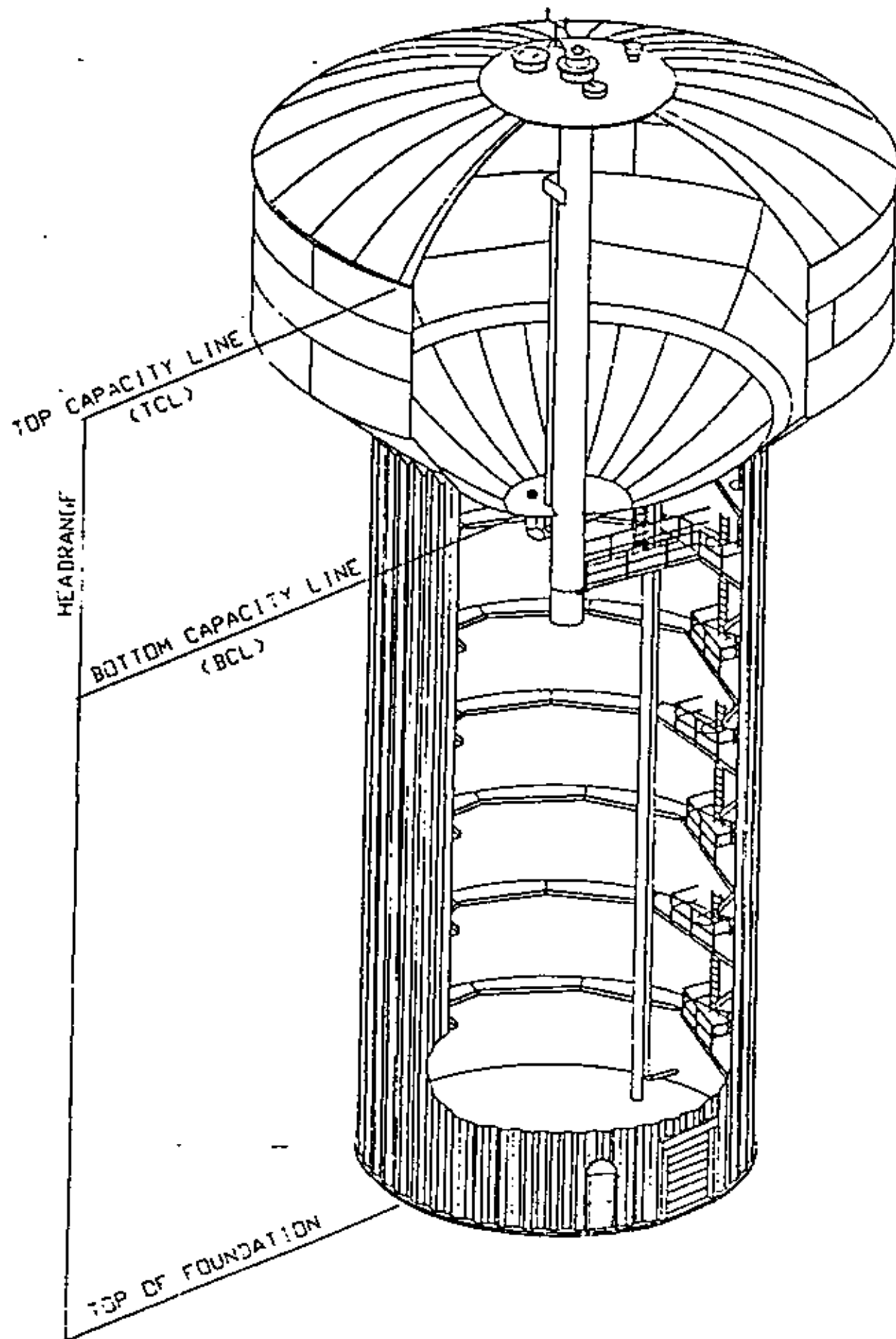
PDM HYDROPILLAR

Standard Accessories

- Offset inlet/outlet pipe
- Overflow pipe to grade with entrance weir
- Steel personnel door (36" wide X 80" high) at fluted tower base
- Center located drywell in the tank
- Roof hatch with small vent at top of drywell
- Painters exhaust opening in roof
- Roof hatch for access to tank interior
- Roof vent
- Ladder inside fluted tower from grade to walkway, offset at 20' maximum intervals with rest platforms
- Walkway with handrails from top of fluted tower to drywell
- Tank bottom manhole with access ladder to walkway
- Ladder in drywell to roof hatch, with safety device
- Outside painter's rail near top of fluted tower
- Access manhole in fluted tower near outside painter's rail
- Fluted tower vents
- Painter's lugs or couplings near tank center inside bottom and roof
- Erection rods under tank bottom for construction and maintenance scaffolding

Optional Accessories

- Insulation for inlet/outlet pipe
- Fabric or steel condensate ceiling with drain, (Closure plates between flute and stiffener are optional)
- Roof vent larger than standard size
- Additional openings in fluted tower (such as louvers, exhaust fans, etc.)
- Overhead doors (hand operated or motorized) or other special openings into fluted tower
- Other ladder arrangements up the inside of fluted tower
- Inside tank ladder, along outside of drywell with safety device (not recommended in cold climates)
- Interior & exterior electrical (obstruction lighting, area lighting, receptacles, etc.)
- Water level indicating equipment
- Lettering, logos, special decorative designs, or decorative lighting
- Concrete floor inside base of fluted tower
- Structural framing, floors and/or ceilings inside the fluted tower
- Valve vault inside base of fluted tower
- Handrail around roof penetrations



Isometric View (Elevation)

Note: The charts below are intended to be general guidelines only. Some tank diameters and head range combinations are not practical. Please contact the nearest PDM Sales Office for assistance in determining the optimum tank dimensions to accommodate your specific needs.

Standard Dimensions

Capacity U.S. Gallons	Diameter Feet	Head Range Feet	Pillar Dia. Feet
500,000	49.5	38.0	30.0
750,000	64.0	40.0	42.0
1,000,000	74.0	40.0	52.0
1,500,000	86.0	40.0	60.0
2,000,000	100.0	40.0	78.0
2,500,000	108.0	44.0	78.0
3,000,000	120.0	42.0	90.0

Optional Dimensions

Capacity U.S. Gallons	Diameter Feet	Head Range Feet	Pillar Dia. Feet
500,000	49.5 - 64.0	30.0 - 38.0	30.0
750,000	58.0 - 70.0	35.0 - 45.0	36.0 - 42.0
1,000,000	70.0 - 80.0	35.0 - 45.0	44.0 - 52.0
1,500,000	80.0 - 94.0	35.0 - 45.0	52.0 - 60.0
2,000,000	86.0 - 108.0	35.0 - 45.0	66.0 - 78.0
2,500,000	100.0 - 114.0	40.0 - 50.0	72.0 - 78.0
3,000,000	108.0 - 126.0	40.0 - 50.0	84.0 - 90.0

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"
FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of \$ 240,000.
3. **Contingent Earnest Money Deposit:** The Buyer herewith tenders a check for \$ 5,000.00 to M. A. Westphal (Trust Account), attorney at law, for Carolyn I. Hickson, surviving spouse of Robert H. Hickson, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.
4. Conveyance will be made to the Buyer by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Seller.
5. The Seller shall furnish a policy of title insurance in the amount of the purchase price from Washington County Abstract and Title Company, Inc. Buyer and Seller shall equally share in the cost of said title insurance policy.
6. Seller agrees to allow Buyer, if Buyer so desires and at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.
7. Taxes and special assessments due on or before closing shall be paid by the Seller at the time of closing. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
8. The closing date is designated to be thirty (30) days after approval of this offer by the Fayetteville City Council. If such date of closing falls on a weekend or holiday, it will be held the following working day.

OFFER AND ACCEPTANCE CONTRACT
Page 2 of 5

9. Possession of the property shall be delivered to the Buyer on the date of closing.
10. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
11. All fixtures, improvements and attached equipment are included in the purchase price.
12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.
14. This agreement shall be governed by the laws of the State of Arkansas.
15. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
16. This contract expires, if not accepted on or before the 20th day of April, 1998.
17. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$ 5000.00 EARNEST MONEY DEPOSIT.**

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 5

SELLER:

Carolyn I. Hickson
Carolyn I. Hickson

Date: 5/1/98

AGENT OR WITNESS:

Mary Ann Westphal
Mary Ann Westphal, Attorney at Law

Date: 5/1/98

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna
Fred Hanna, Mayor

Date: 4/7/98

Heather Woodruff
Heather Woodruff, City Clerk

Date: 4/7/98

(SEAL)

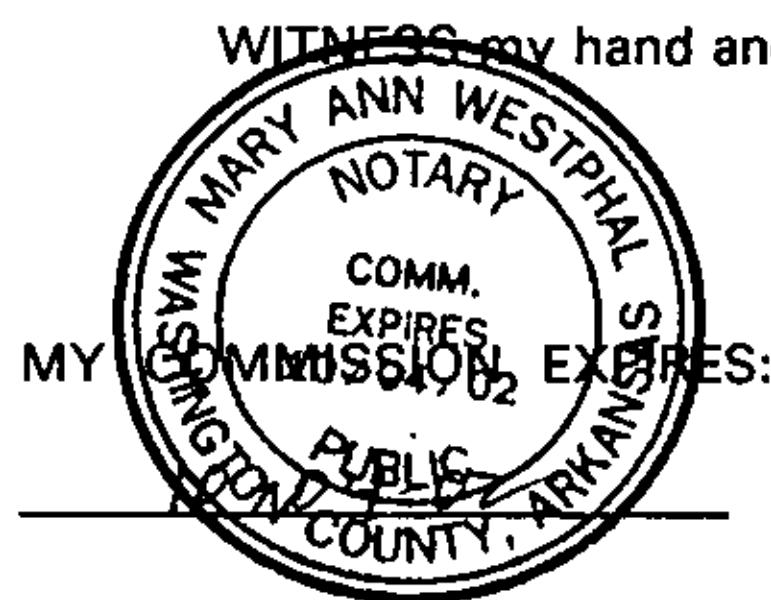
OFFER AND ACCEPTANCE CONTRACT
Page 4 of 5

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Carolyn I. Hickson**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 1st day of May, 1998.



Mary Ann Westphal
Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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

WITNESS my hand and seal on this 7th day of April, 1997.

MY COMMISSION EXPIRES:
05-01-2000

Edward D. Connell
Notary Public

A circular notary seal for Edward D. Connell, Notary Public for the State of Arkansas. The seal contains the text "EDWARD D. CONNELL", "NOTARY PUBLIC", "STATE OF ARKANSAS", and "COMM. EXPIRES 05-01-2000".

OFFER AND ACCEPTANCE CONTRACT
Page 5 of 5

EXHIBIT "A"
PROPERTY DESCRIPTION

A part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Twenty-nine (29) in Township Seventeen (17) North of Range Twenty-nine (29) West, more particularly described as follows, to-wit: Beginning at a point 24 rods (396 feet) North of the Southwest Corner of said forty (40) acre tract and running thence North 24 rods (396 feet); thence East 80 rods (1320 feet); thence South 24 rods (396 feet); thence West 80 rods (1320 feet) to the Point of Beginning and containing 12.00 acres, more or less, subject to easements and rights of way of record.

SIGNED FOR IDENTIFICATION:

SELLER:

Carolyn I. Hickson
Carolyn I. Hickson

5/1/98
Date

BUYER:

Fred Hanna
Fred Hanna, Mayor

4/7/98
Date

WESTPHAL & WARREN, PLLC

ONE EAST CENTER, SUITE 301
POST OFFICE BOX 1626
FAYETTEVILLE, ARKANSAS 72702

MARY ANN WESTPHAL
DIANE WARREN

TELEPHONE: (501) 442-8065
FACSIMILE: (501) 442-0808

May 11, 1998

Edward D. Connell, City Land Agent
Personnel Room 31-33
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

Re: Hickson property

Dear Mr. Connell:

Enclosed please find the Offer and Acceptance we discussed. Since I have been slow in responding to your paperwork, I have to ask that you consider the enclosed signed O & A subject to one condition. I had intended to include the condition in the O & A but you got the signed one over to me before I made the change. The modification probably does not need to be in the document itself anyway so long as you will work with me on it.

I need you to agree to provide me with a letter sufficient to comply with the IRS requirement that this sale is as a result of a "threat of condemnation." This will allow Mrs. Hickson to reinvest the sale proceeds in real estate without a capital gains tax applied to this sale. This will only be necessary if she decides to reinvest in real estate.

Thank you for your help. If you think we need to redo the contract to provide for the letter, go ahead and do so. If not, let me know when you need anything further.

Sincerely,



Mary Ann Westphal

enc.

cc: Ms. Carolyn I. Hickson

March 24, 1998

Carolyn I. Hickson
% Mary Ann Westphal, Attorney
P. O. Box 1626
Fayetteville, AR 72702-1626

RE: Hickson Property
Gulley Road, Washington County
Project No. 96055
Offer Letter

Dear Mrs. Hickson:

As you are aware, the City of Fayetteville is planning the installation of a new water line and tankage along gulley Road in Washington County. The city and our consulting engineers have investigated various tankage sites and have concluded that your 12 acre tract of property along Gulley Road provides the best possible site for this installation. As part of this project, the City wishes to acquire from you this 12 acre tract, identified by the County Assessor as Parcel No. 001-15581-000, at the earliest possible time.

Included is a specific drawing of this property. This drawing indicates the location of the new water tank area, as well as a access road area to get to the tank site. Based upon previous discussions between yourself and City staff, as well as discussions with Mary Ann Westphal, it was indicated that your preference would be to sell the entire property rather than just that portion required for the City project. Thus, the City offer herewith is for the total tract of 12 acres. The City of Fayetteville hereby offers **\$240,000** for the purchase of the total property. This offer is based on Reed & Associates, Inc., appraisal of the market value of the property as of February 9, 1998 by letter of March 5, 1998. A complete copy of the appraisal was given to Ms. Westphal on 03-20-98.

In order to facilitate action on this offer, we are including herewith two originals of a proposed *Offer and Acceptance Contract* which have been executed by the City. This document provides the terms and conditions associated with the transfer of such property. The documents should be notarized and one fully executed original returned to the City of Fayetteville. The City will deposit contingent earnest money with Ms. Westphal at that time. Special note is made to the fact that this document is subject to the approval of the Fayetteville City Council before any implementation can proceed. Once the executed *Offer and Acceptance Contract* is returned to the City, the item will be placed on the agenda for the next City Council meeting for approval. Although we will try to expedite this process, it could possibly take six-eight weeks to get final approval.

Ms. Carolyn Hickson

Ms. Carolyn Hickson
Offer Letter
Page 2 of 2

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for your property has been determined by an independent appraiser and will be deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the deposited just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing both originals of the attached *Offer and Acceptance Contract*.

A City Land Agent will be glad to meet with you at your convenience and discuss all aspects of this project and proposed Contract. Please contact Ed Connell at (501) 444-3415 or I can be reached at 575-8206.

Sincerely yours,

Donald R. Bunn
City Engineer

DRB/edc

Attachments

COMPLETE APPRAISAL ANALYSIS ON

THE CAROLYN HICKSON PROPERTY, 12± ACRES LOCATED
ALONG THE WEST SIDE OF GULLEY ROAD, NORTH OF
STATE HIGHWAY 45, WASINGTON COUNTY, ARKANSAS

FOR

THE CITY OF FAYETTEVILLE, ARKANSAS

BY

REED & ASSOCIATES, INC.
210 SOUTH THOMPSON, SUITE ONE
SPRINGDALE, ARKANSAS

Appraisal No. 00000552

AS OF

FEBRUARY 9, 1998

Reed & Associates, Inc.

REAL ESTATE APPRAISERS - CONSULTANTS

Judy A. Smith
Rob Potts
Joe Morrison
Tom Reed, MAI

210 S. Thompson, Suite 1
Springdale, Arkansas
72765-1102
756-6313
Fax 756-8861

March 5, 1998

Edward D. Connell, City Land Agent
Personnel Room 31-33
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, Arkansas 72701

RE: Carolyn Hickson Property, 12± Acres Located Along
The West Side Of Gulley Road, North Of State
Highway 45, Washington County, Arkansas; Proposed
Water Tower Site

Dear Mr. Connell:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and have made a survey of matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised and that my fee was not contingent upon the value estimate reported.

The following represents a Complete Appraisal Analysis reported in a Summary Appraisal format. Much of the supporting documentation is maintained in the appraisers file.

Based upon an analysis of relevant data and contingent upon the assumptions and limiting conditions which follow and appear later in this report, it is my opinion the market value of the subject property as of February 9, 1998, was:

TWO HUNDRED FORTY THOUSAND DOLLARS AND 00/100'S

(\$240,000.00)

The preceding value reflects terms equivalent to cash to the owners and represent that for real property only. The preceding represents an "as is" value.

If a "Before" and "After" Valuation were considered for subject, the following would be indicated:

Reed & Associates, Inc.

- Value "Before" (12± Acres)	=	\$ 240,000
Value "After" (6.90± Acres)	=	<u>(117,000)</u>
Damage To Market Value	=	\$ 123,000

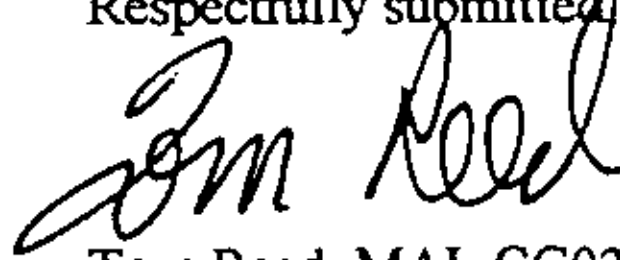
It should be noted that a recent survey of the site indicates that there is actually only 11.64± acres of usable land in that the east 40'± lies outside the fence and within the Gulley Road right-of-way. For purposes of this report, the acreage size in the "before" analysis will be considered 12±. The City of Fayetteville only needs approximately 5.10 acres, including a 50' wide access road, for the proposed water tower site.

The values are contingent upon subject and adjacent properties being in compliance with all applicable EPA regulations. No adverse conditions were observed.

The estimated marketing period for the subject site is one year or less. This was determined from an analysis of market conditions and comparable sales.

Additional assumptions and limiting conditions appear later in the report.

Respectfully submitted



Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.

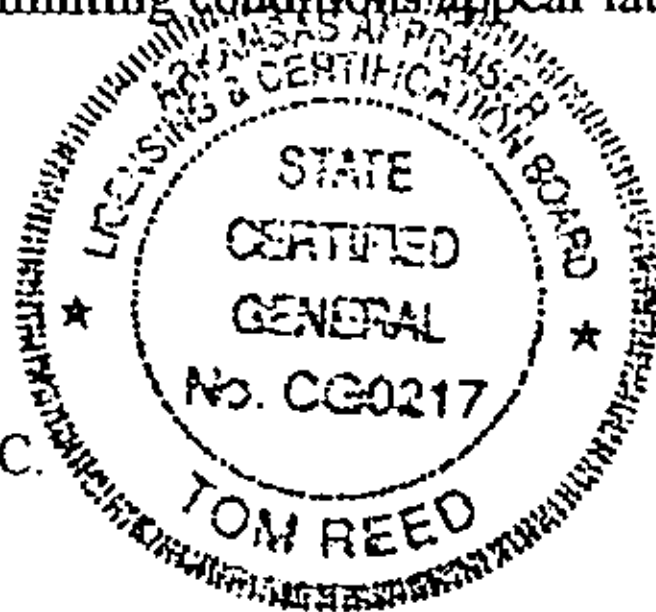


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- Warranty Deed
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- Appraisal Request
- PDM Hydropiller Information

SUMMARY APPRAISAL REPORT - COMPLETE APPRAISAL ANALYSIS

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraisers opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraisers file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: City of Fayetteville, Arkansas, 113 West Mountain,
Fayetteville, Arkansas, 72701

APPRAISER: Tom Reed, Reed & Associates, Inc., 210 South
Thompson, Suite 1, Springdale, Arkansas

SUBJECT: 12± acre site located on the west side of Gulley
Road, approximately .65± mile northerly from State Highway 45, Washington County, Arkansas

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the
market value of the subject property as of the effective date. Market value is defined as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;*
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest;*
- c. a reasonable time is allowed for exposure in the open market;*
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and;*
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

INTENDED USE OF REPORT: The intended use of this report is to assist the client
in establishing an acquisition price for the property. The purpose of this purchase will be for the
installation of a water tower for a new water line being installed in the Northeast quadrant of the
city growth area.

¹American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal -
Third Edition, (Chicago: American Institute of Real Estate Appraisers, 1993), P. 222-223.

Summary, cont'd.

INTEREST VALUED: Fee Simple Estate

EFFECTIVE DATE OF VALUE: February 9, 1998

DATE OF REPORT: March 5, 1998

**APPRAISAL DEVELOPMENT AND
REPORTING PROCESS:** In preparing this appraisal, the appraiser

- inspected the subject site on February 9, 1998; Photographs were taken on the inspection;
- obtained general information pertinent to the appraisal assignment from local sources;
- obtained the legal description of the property from the client;
- obtained applicable property tax data at the Washington County Assessor's Office;
- researched a three history of the property at the Washington County Courthouse;
- determined the highest and best use of the property based upon location, physical characteristics, past and present use, etc.
- researched and analyzed comparable land sales;
- verified the data and applied the Sales Comparison Approach; The Cost Approach was not utilized as subject does not include any improvements that contribute to value; The Income Capitalization Approach was not utilized due to insufficient market data – residential land rentals are not typical in the market area.

To develop the opinion of value, the appraiser performed a Complete Appraisal Analysis, as defined by the Uniform Standards of Professional Appraisal Practice. This means that no departure from Standard 1 was invoked.

The Summary Appraisal Report is a brief recapitulation of the appraisers data, analysis and conclusions. Supporting documentation is retained in the appraisers file.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description – Subject property is located on the west side of Gulley Road, approximately .65± mile northerly from State Highway 45, in Washington County, Arkansas. The property is situated a short distance easterly from Fayetteville, Arkansas. The Gulley Road/State 45 intersection is approximately 2.3± miles easterly from the State 265/State 45 intersection (east part of Fayetteville). The City of Fayetteville is the County Seat of Washington County. Northwest Arkansas Regional Planning Commission estimated the 1996 population of Fayetteville to be 55,741±.

The market area would appear to lie within the following boundaries: State Highway 265 on the west; Old Wire Road/Butterfield Coach Road on the north; The White River/State 45 intersection

Summary, cont'd.

on the east; And, Wyman Road on the south. The area appears less than 50% developed. The occupancy rate of developed properties appears to be high.

The composition of the market area consists of commercial, residential and agricultural uses. The majority of commercial uses are situated along State Highway 265 and at, or near the 45/265 intersection. There has been a trend in the immediate market area for transition from agricultural to single-family residential, including subdivisions and larger estate homesites.

Utilities available in the market area include public water and sewer, natural gas, electricity, and telephone service. Much of the market area lies outside the Fayetteville City Limits and public sewer is not available to these outlying areas, and in some cases neither are public water or natural gas.

Property uses in close proximity to subject include: Residential and agricultural to the south and west; Older residential to the north; And, residential and agricultural to the east across State Highway 45. To the northeast across State 45 from subject, Road 2130 runs easterly a short distance. Three good quality single-family dwellings were noted along this road. There appears to be a trend along Gulley Road for construction of good quality single-family dwellings on small acreage homesites.

The market area is considered to be in the growth stage of its life cycle.

Property Description – Subject site is indicated to contain approximately 12± acres. The site is legally identified as follows:

Part of the SW¼ of the SE¼ of Section 29 in Township 17 North, of Range 29 West, described as beginning at a point 24 rods N of the SWC of said 40 acre tract, and running, thence North 24 rods; thence E 80 rods; thence S 24 rods; thence W 80 rods to the place of beginning, containing 12 acres, more or less.

Based upon the Warranty Deed, the dimensions of the site are 396' (east & west lines), by 1320' (north & south lines). This calculates to 522,720± square feet. The site is rectangularly shaped. The actual survey appears to indicate a site width of 395'± and a depth of 1312'±. For purposes of this report, 396' x 1320' will be utilized. It should be noted that the survey depicts the east 40'± of depth of the site to be located outside the existing fence and in the Gulley Road right-of-way. Actual usable acreage may only be 11.64 (396' x 1280'). However, again, for purposes of this report 12± acres will be considered to be the size of the subject site.

The Gulley Road frontage is at to somewhat above grade. Gulley Road is a two lane, asphalt paved road. Gulley Road is known as County Road 345.

The topography of the site is considered gently rolling/sloping. The high elevation appears to be 1545' – 1547'± on a small knoll in the north and west central parts of the site and the low elevation approximately 1480'± at the southwest corner. The slope appears to be to the west/southwest and east/northeast from the central part of the site.

Soil and subsoil conditions are not believed adverse to building construction, however, a soil test report on the site has not been examined. Overall drainage is assumed to be adequate. The site is not located within the 100 year flood zone.

Summary, cont'd.

Utilities available to the site include public water, natural gas, electricity and telephone service. Development of the site would require the use of private septic systems. It should be noted that electric service has been extended to an old homesite in the west part of the property.

No adverse easements or encroachments were noted on the inspection.

At the date of inspection, the site was principally timber covered. Hardwood and cedar timber were observed. An old jeep trail ran westerly from Gulley Road through the south part of the site. This apparently was the access to the old homesite. The east side of the site (actually 40'± west from the east line) was fenced with chain link fencing. A gate providing access to the old jeep trail was at the southeast corner.

The remains of an old dwelling were noted in the west part of the site. This structure was heavily deteriorated and provided no contributory value.

The City of Fayetteville is proposing to acquire the subject site for the purpose of installation of a water tower for a new water line being installed in the Northeast quadrant of the city growth area. Actually, the city only needs approximately 5.10± acres, including a 50' wide access road running westerly from Gulley Road through the extreme south part of the site. The actual water tower location is to be on a 396' x 490'± site (4.45± acres) in the west central part of the property. The road will run westerly from Gulley Road some 555'± to this site. As many as two water towers could eventually be constructed on the 4.45± acre site. The water towers will be high rise structures that are to be somewhat obscured by surrounding tree coverage. Diagrams of the proposed water tower appear in the Addenda of this report.

Should the entire 12± acre site not be acquired, the remaining subject property will include two residuals: The east residual will contain approximately 4.40± acres (346' x 555'), .32± acre of which will be located outside the existing fence and within the Gulley Road right-of-way; And, a west residual containing approximately 2.50± acres (396' x 275'). The west residual will basically be landlocked unless the Water Tower Road can be used to access the site. The west site will only have electricity at the property.

HIGHEST AND BEST USE:

Subject site consists of approximately 12± acres of potential residential development property. The site is not zoned as it is not located within the boundaries of any incorporated municipality and Washington County does not have county zoning ordinances.

The site has telephone service, public water, natural gas and electricity available.

The location of the site is in an area that appears to be in transition to single-family residential, including subdivisions and good quality dwellings on small acreage homesites.

The physical characteristics of the site are considered adequate for residential use. The topography of the site is favorable and the property is not located within the 100 year flood zone. A drawback to residential use is lack of public sewer, however, use of private septic systems appears to have been successful in the immediate area.

Subject site has the remains of an old dwelling in the west part of the property, however, this structure provides no contributory value.

Summary, cont'd.

In my opinion, the highest and best use of the site is for development of the property into small acreage residential homesites. It would appear that 1-3 homesites would be realistic. A road from Gulley Road running westerly along an existing jeep trail could be constructed and the homesites laid out along the north side of the road.

As previously discussed, the City of Fayetteville is proposing to acquire the subject site for the installation of a water tower for a new water line being installed in the Northeast quadrant of the city growth area. The city actually only needs approximately 5.10± acres, including a 50' wide access road from Gulley Road. The acreage proposed for the water tower site is in the west central part of the property and contains approximately 4.45± acres (396' x 490'). The 50' wide road is proposed to run westerly through the extreme south part of the property some 555' to the water tower site. Drawings of the proposed high rise water tower appear in the Addenda of this report. It should be noted that as many as two water towers could eventually be constructed on the 4.45± acre site.

The remaining subject property, should the whole 12± acre site not be acquired, would consist of approximately 6.90± acres. This would be divided into two residuals: East site containing 4.40± acres with .32± acre of this lying outside the existing fence and within the Gulley Road right-of-way; And, 2.50± acre west site lying in the extreme west part of the property.

Should the entire 12± acre site not be acquired, it is my opinion the highest and best use of the two remaining residuals is still for residential use. However, it is also my opinion that the desirability of the two residuals for residential homesites will be diminished by the presence of the water tower. The tower is to be somewhat obscured from view by surrounding tree coverage, however, the structure will still be visible. I am assuming that the west residual would have an ingress/egress easement from Gulley Road over the Water Tower Road. Otherwise, this residual would be landlocked.

*Summary, cont'd.***SUMMARY OF ANALYSIS AND VALUATION:**

Sales Comparison Approach – A summary of the data on comparable land sales is listed below (please see the Addenda for sale write-ups):

Sale No.	1	2	3
Date/Sale	11/12/96	02/16/96	11/12/96
Consideration	\$87,500	\$87,500	\$65,000
Acreage Size ±	5.42	5.03	3.02
Price/Acre	\$16,144	\$17,396	\$21,523
Location (S-T-R)	32-17-29	32-17-29	32-17-29

Sale No.	4	5	6
Date/Sale	05/17/97	05/13/97	10/23/97
Consideration	\$133,000	\$415,000	\$301,000
Acreage Size ±	7.99	18.49	17.04
Price/Acre	\$16,646	\$22,445	\$17,664
Location (S-T-R)	33-17-29	01-16-30	32/33-17-29

The unit of comparison is price per acre and the elements of comparison are property rights, conditions of sale, market conditions, location and physical characteristics.

No adjustments are indicated for property rights. Each of the sales appears to have involved the transfer of the fee simple interest.

No adjustments are indicated for conditions of sale. Each of the sales appears to have been an arms-length transaction and no financing adjustments can be supported.

Comparable One sold in November of 1996, Sale Two in February of 1996, Sale three in November of 1996, Sale Four in May of 1997, Sale Five in May of 1997 and Sale Six in October of 1997. Each of the sales require an upward adjustment for time. Paired sales analysis supports annual appreciation of approximately 7%. Therefore, Sales One and three each require an adjustment of 8.75%, Sale Two 14%, Sales Four and Five each 5.25%, and Sale Six 2.3%.

Each of the comparables is located in the subject market area. Comparable's One, Two and Three are accessed by private drives while the other sales have public road access. Paired sales analysis supports that Comparable's One, Two and Four each require a 15% upward adjustment for their inferior locations. Comparable Five is located closer to heavier development and had public sewer available. Paired sales analysis supports a downward location adjustment to Comparable Five of 20%.

Summary, cont'd.

Under physical characteristics, it appears the principal adjustment necessary is for size. Typically, in the market, small acreage residential sites bring a higher per acre price than similar larger acreage sites, provided the small site is at least large enough for proper utilization. Subject is larger than Sales 1-4 and is smaller than Sales 5-6. Paired sales analysis supports a size multiplier of approximately \$150/acre. As size increases, price per acre decreases and vice versa.

The following adjustment grid is indicated:

Sale No.	1	2	3	4	5	6
Price/Acre	\$16,144	\$17,396	\$21,523	\$16,646	\$22,445	\$17,664
Property Rights	0	0	0	0	0	0
Conditions Of Sale	0	0	0	0	0	0
Market Conditions	+1,413	+2,435	+1,883	+874	+1,178	+406
After Market Conditions	\$17,557	\$19,831	\$23,406	\$17,520	\$23,623	\$18,070
Location	+2,634	+2,975	0	+2,628	-4,725	0
Physical Characteristics						
Size	-987	-1,046	-1,347	-602	+974	+756
Indicated Per Acre Value For Subject	\$19,204	\$21,760	\$22,059	\$19,546	\$19,872	\$18,826

The mean of the sales is \$20,211/acre while the median is \$19,709/acre. Each of the sales is given consideration.

In my opinion, the indicated per acre value for subject was:

\$20,000

12± Acres @ \$20,000 = \$240,000

If the entire 12± acre site is not acquired by the city, and only the 5.10± acres, including access road, are acquired, it is my opinion the two remaining residuals will have the following values:

East Residual		
4.40± Acres @ \$18,000	=	\$ 79,200
West Residual		
2.50± Acres \$15,000	=	<u>37,500</u>
Total	=	\$116,700
	Say	\$117,000
	Or	\$17,000 Per Acre

Summary, cont'd.

The same comparable sales were utilized in arriving at the value of the remaining property.

Reconciliation And Value Conclusion – The Sales Comparison Approach was relied upon in the final value analysis. Comparable land sales data was considered adequate and reliable. In the comparison process to subject, the sales required adjustments, however, the adjustments are believed market supported. The Cost and Income Capitalization Approaches were not used for reasons previously described.

The Market value of the subject property, as of February 9, 1998, was estimated to be \$240,000.00.

The comparable sales indicated that exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been one year or less. The estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation) is also one year or less.

If the entire 12± acre site is not acquired by the City of Fayetteville, and only 5.10± acres for the actual water tower site and access road are acquired, the following values are indicated:

"Before" Value (12± Acres)	=	\$ 240,000
"After" Value (6.9± Acres)	=	<u>(117,000)</u>
Damage To Market Value	=	\$ 123,000
Less: Value Of Acquisition (5.10± Acres @ \$20,000)	=	<u>(102,000)</u>
Severance Damage	=	\$ 21,000

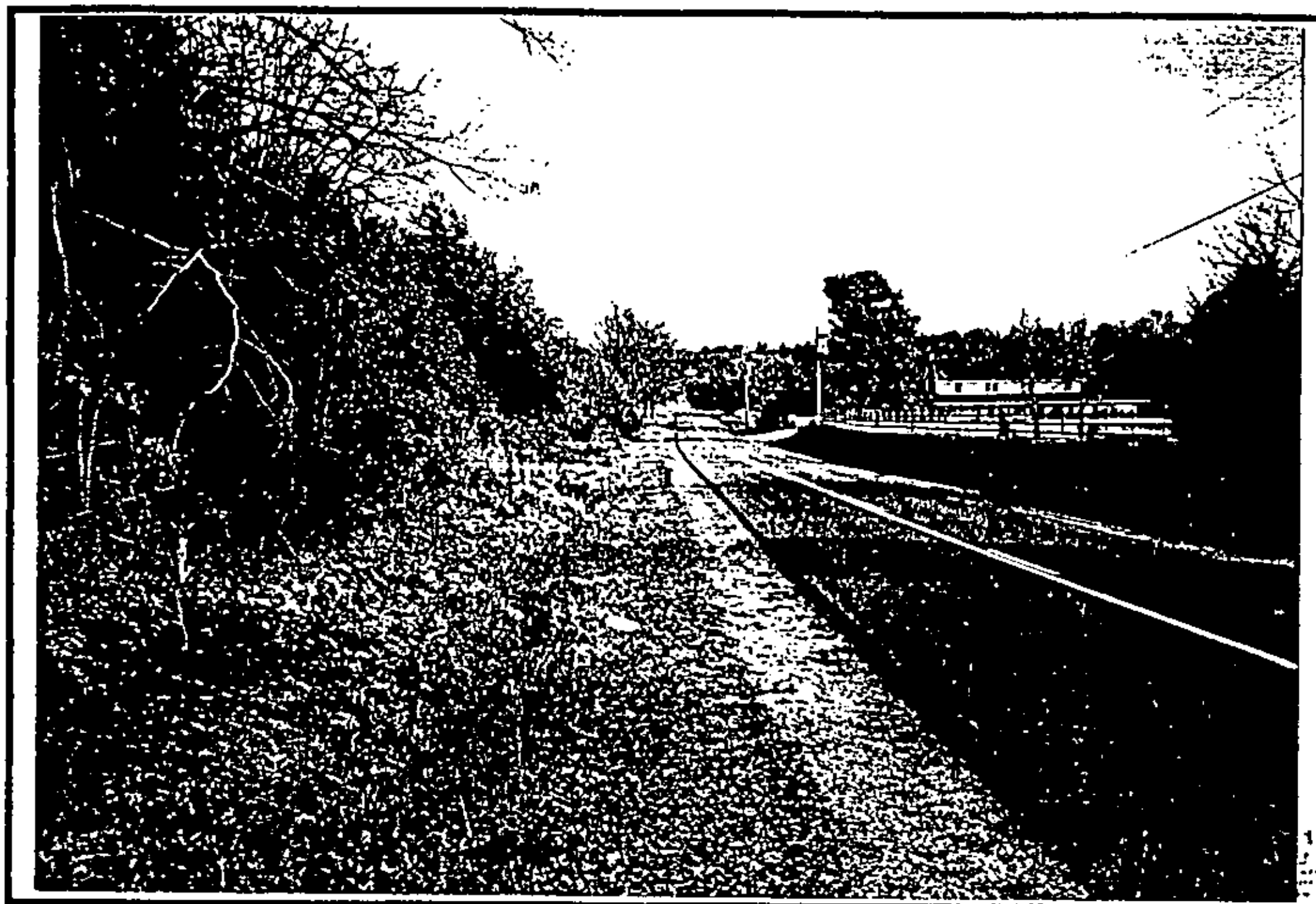
Severance Damage is defined as follows:

In a partial taking, a decline in the market value of the remainder that arises as a result of the taking and/or the construction of the proposed improvement.²

In my opinion, severance damage will occur to the remaining acreage as a result of the proximity of the high rise water towers. The remaining parcels will not be as desirable for residential use as they were as part of the whole property prior to the acquisition. In the "after" analysis, I am assuming the west residual will have an ingress/egress easement over the Water Tower Road.

² American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal - Third Edition, (Chicago: American Institute of Real Estate Appraisers, 1993), P. 329.

SUBJECT PHOTOGRAPHS



Gulley Road Frontage – Looking Northerly



Proposed Access Road To Water Tower Site – Looking Westerly

Subject Photographs, cont'd.



Proposed Access Road To Water Tower Site – Looking Easterly



Proposed Water Tower Site – Looking Northwesterly

Subject Photographs, cont'd.



Proposed Water Tower Site – Looking Easterly

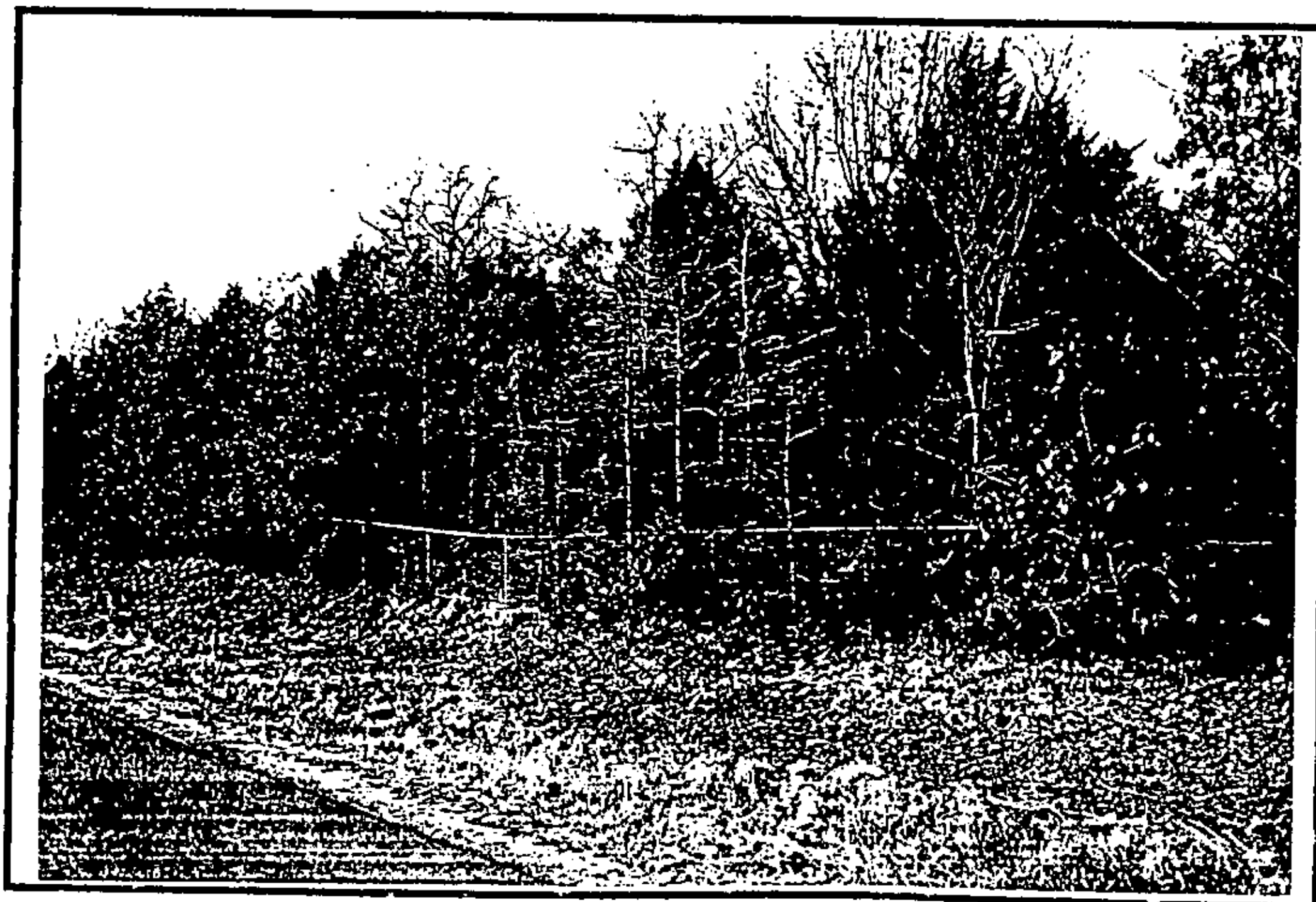


Proposed Water Tower Site – Looking Northerly

Subject Photographs, cont'd.



Proposed Water Tower Site - Looking Westerly



East Potential Residual - Looking Southwesterly

Subject Photographs, cont'd.

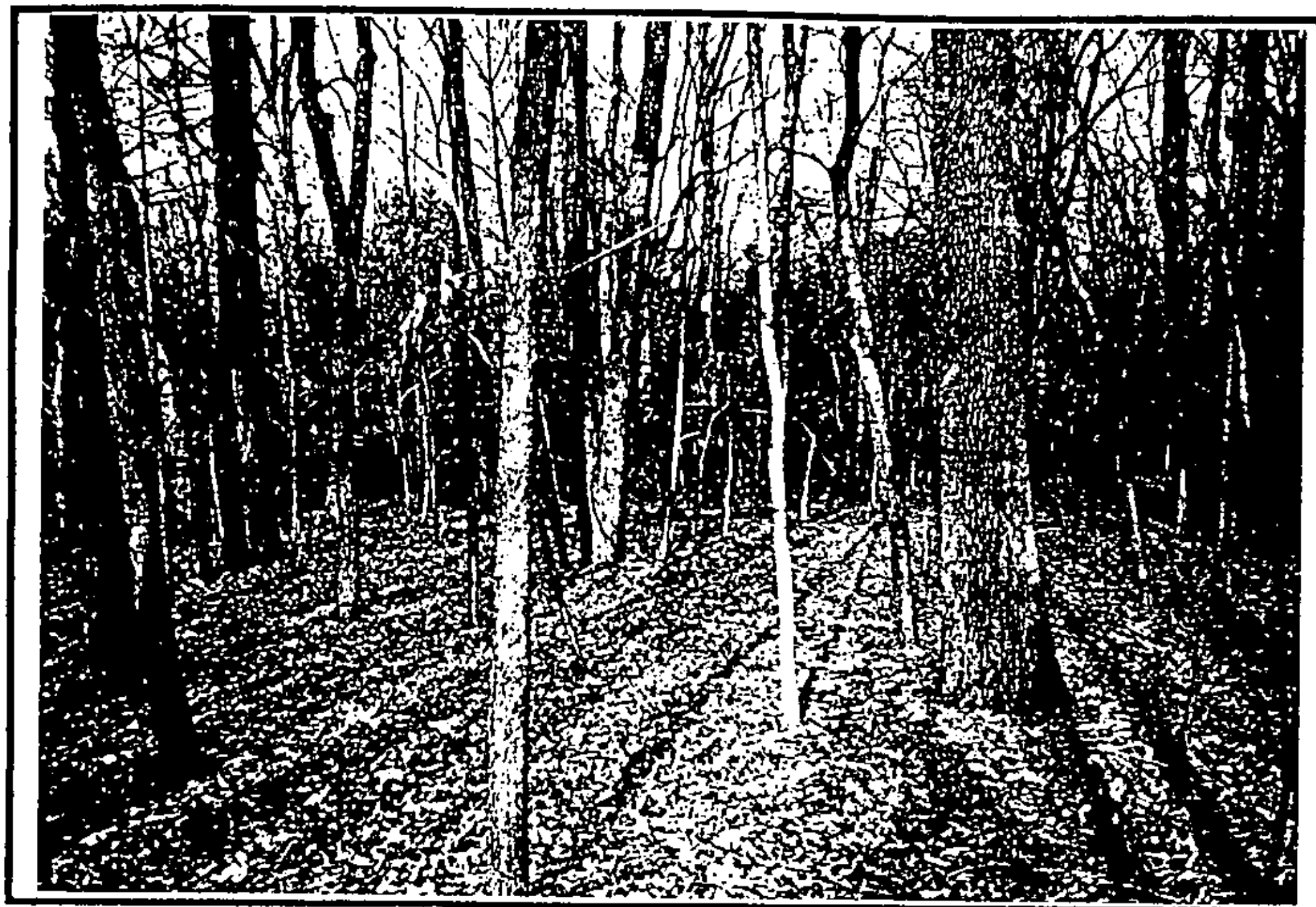


East Potential Residual – Looking Northerly



East Potential Residual – Looking Easterly

Subject Photographs, cont'd.

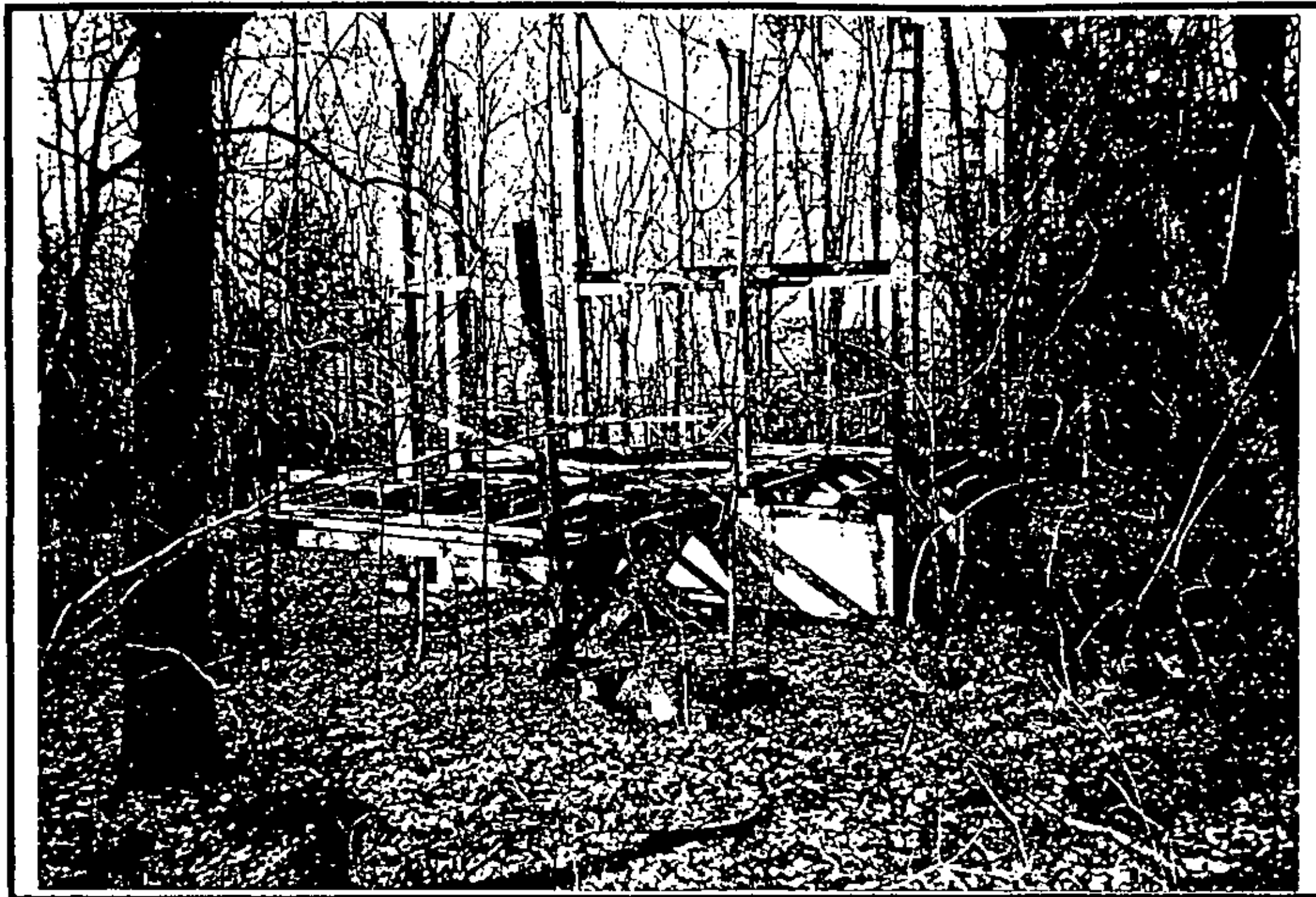


West Potential Residual – Looking Westerly



West potential Residual – Looking Northerly/Northeasterly

Subject Photographs, cont'd.



Old Dwelling On West Potential Residual – Looking Southwesterly

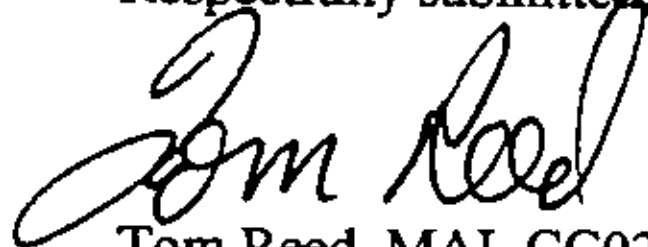


CERTIFICATE

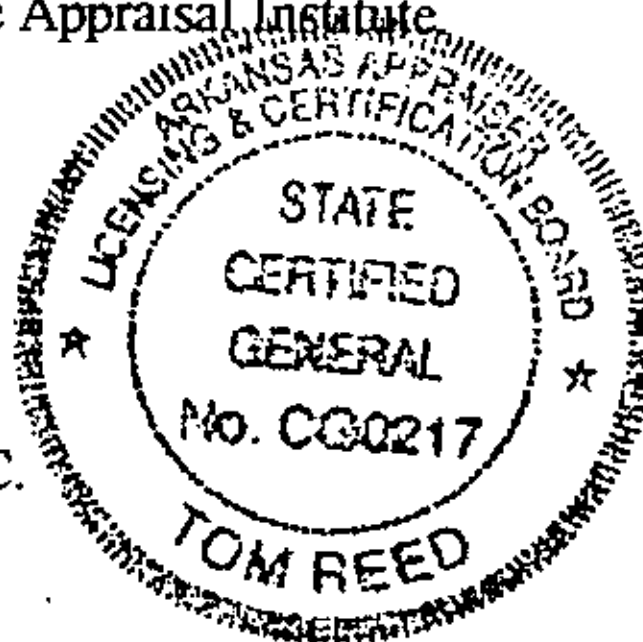
I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I, Tom Reed, have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.
- I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Tom Reed, have completed the requirements of the continuing education program of the Appraisal Institute.

Respectfully submitted,



Tom Reed, MAI, CG0217
REED & ASSOCIATES, INC.



ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraisers' file. The information contained in this report is specific to the needs to the client and for the intended in this report. The appraisers are not responsible for unauthorized use of this report.
2. No responsibility is assumed for the legal description or for matters including legal or title consideration. Title to the property is assumed to be good and merchantable unless otherwise stated.
3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
4. Responsible ownership and competent property management are assumed.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

12. "Unless otherwise stated in this report, the existence of hazardous materials which may or may not be present on the property was not observed by the appraiser. No responsibility is assumed for any such conditions or any expertise or engineering knowledge required to discover them. The client is urged to retain an expert if desired."

This appraisal report has been made with the following general limiting conditions.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

LAND PURCHASE
3.A.40

Washington County Real Estate Assessment Record

Parcel Number **001-15581-000**

Property Type **AV**

Location Address **0**

Owner **HICKSON, ROBERT H. & CAROLYN I.**

Mailing Address **117 E DAVIDSON**

FAYETTEVILLE **AR** **72701**

Value Information

Current year **1997**

	Appraised	Assessed
Land value	800	160
Imp. value	0	0
Total value	800	160

Legal Description

Lot **0** Block **0**

Section-Township-Range **29-17-29**

Addition **T17 R29**

Legal **PT SE SE 12.00AC**

Deed **01/01/85** **804-101** **WD** **0.00** **0**

School District **FAYETTEVILLE SCHOOLS** City description **RURAL**

1971

Deeds Since 1985

Parcel Number
 Date
 Book Page
 Deed Type
 Revenue Sale Amount
 Grantor
 Other Grantors

Notes

STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of June 16, 1998

FROM:

Dale Frederick
 Name

Airport
 Division

General Gvmt.
 Department

ACTION REQUIRED:

Request approval of an Ordinance revising and updating the Landing Fees at Drake Field to meet lease requirements, industry trends, and use in negotiating future leases and airport agreements.

COST TO CITY:

\$ N/A

Cost of this Request

\$ -0-

Category/Project Budget

N/A

Category/Project Name

Airline Revenues and
 Charter Landing Fees
 Account Number

\$ -0-

Funds used to date

N/A

Program Name

N/A

Project Number

\$ -0-

Remaining Balance

Airport

Fund

BUDGET REVIEW:

_____ Budgeted Item

_____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

[Signature]
 Accounting Manager

5-20-98

Date

[Signature]
 City Attorney

5-22-98

Date

[Signature]
 Purchasing Officer

5-21-98

Date

GRANTING AGENCY:

[Signature]
 ADA Coordinator

[Signature]
 Internal Auditor

5-20-98

Date

5-20-98

Date

STAFF RECOMMENDATION:

The Airport Board approved the proposed Ordinance at their May 7th meeting.

[Signature]
 Division Head

5-15-98

Date

[Signature]
 Department Director

5/26/98

Date

[Signature]
 Administrative Services Director

5/26/98

Date

[Signature]
 Mayor

Date

Cross Reference

New Item: Yes

No

Prev Ord/Res#: 91.01

Orig Cont. Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER 

DATE: MAY 15, 1998

SUBJECT: PROPOSED ORDINANCE / LANDING FEES

REQUEST APPROVAL OF A PROPOSED ORDINANCE FOR AIRPORT LANDING FEES

The Airport requests approval of the proposed Ordinance which will revise and update the Drake Field Airport's Landing Fees to meet lease requirements, industry trends, and use in negotiating future leases and airport agreements.

The Airport Board approved the proposed ordinance at their May 7, 1998 meeting.

DF/lp

Attachment: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 91: AIRPORTS AND AIRCRAFT, SECTION 91.01, LANDING FEES, OF THE CODE OF FAYETTEVILLE, TO PROVIDE LANDING FEES FOR SIGNATORY AND NON-SIGNATORY CARRIERS.

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

Section 1. That Chapter 91: Airports and Aircraft, §91.01, Landing Fees, of the Code of Fayetteville, is hereby repealed and the following shall be inserted in its stead:

§91.01 LANDING FEES.

The following landing fees shall be payable for the use of Drake Field by aircraft to conduct air operations as an air carrier engaged in air transportation:

A. Signatory Carriers. Signatory carriers shall pay such rates as are negotiated from time to time for all signatory carriers. Signatory carriers are those airlines who have entered into a lease agreement with the airport.

B. Non-signatory carriers shall pay rates as follows:

1. General. Non-signatory carriers shall pay twice the signatory landing fee, per operation.

2. Multiple Daily Landings. For aircraft making multiple daily landings, the airport manager is authorized to execute an airport use agreement providing for a landing fee, Monday through Friday, excluding holidays, regardless of the actual number of landings.

PASSED AND APPROVED this ____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of June 16, 1998

FROM: Dale Frederick Airport General Gvmt.
Name Division Department

ACTION REQUIRED: The Airport requests approval of Contract Amendment #1 in the amount of \$62,100.00 to the contract with Garver+Garver Engineers. This Amendment covers additional engineering work for two projects; the new Airfield Rescue Fire Fighting (ARFF) Building and the Terminal Canopy. The ARFF Building project will increase \$44,100.00 and the Terminal Canopy will increase \$18,000.00. This amendment has undergone review by the City's Engineering Department staff, who concur with the increased amounts. The ARFF Building is funded through Federal and State grants and the Airport's Passenger Facility Charge (PFC). The Terminal Canopy is funded through the PFC, as well. *Approval of a budget adjustment fund, or the charge order is also requested.*

COST TO CITY:

<u>\$62,100.00</u> Cost of this Request	<u>\$ 666,600</u> Category/Project Budget	<u>Engineering Contract #605</u> Category/Project Name
<u>5550-3960-7820-26</u> Account Number	<u>\$ 666,600</u> Funds used to date	<u>n/a</u> Program Name
<u>98059</u> Project Number	<u>\$ -0-</u> Remaining Balance	<u>Airport</u> Fund

BUDGET REVIEW:

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

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

Marilyn Cramer 5-18-98
Accounting Manager Date
[Signature] 5-18-98 *Glenda Fields* 5-19-98 ✓
City Attorney Date Internal Auditor Date
[Signature] 5-19-98
Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends approval.

Dale Fred
Division Head Date

Department Director Date
[Signature] 6/4/98
Administrative Services Director Date
Mayor Date

Cross Reference
New Item: Yes No
Prev Ord/Res#:
Orig. Cont. Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Dale Frederick, Airport Manager 

DATE: May 13, 1998

SUBJECT: Request approval of Contract Amendment #1 in the amount of \$62,100.00 to the contract with Garver+Garver Engineers.

Contract Amendment #1 covers additional engineering work for two projects at the Airport; the new Airfield Rescue and Fire Fighting (ARFF) Building and the Terminal Canopy. The ARFF Building project will increase \$44,100.00 and the Terminal Canopy will increase \$18,000.00. The justifications for these increases are listed in the Contract Amendment.

The City's Engineering Department staff has reviewed this amendment and concurs with the increased amounts.

attachments: Staff Review
Contract Amendment #1
Budget Adjustment
Independent Engineer's Cost Review

April 21, 1998

Garver+Garver

Mr. Dale Frederick, Manager
Fayetteville Municipal Airport
4500 School Avenue, Suite F
Fayetteville, AR 72701

Garver+Garver, Inc.

Re: Engineering Contract Amendment No. 1
Fayetteville Municipal Airport Miscellaneous Projects
AIP 3-05-0020-25 thru 27

Dear Mr. Frederick:

With this Contract Amendment No. 1, we propose to add to the scope of our original engineering contract (dated June 17, 1997; Resolution #59-97) to provide professional engineering services for the completion of the below projects at Fayetteville Municipal Airport.

Airfield Rescue and Firefighting (ARFF) Building

This proposal is to modify the fees for completion of **Surveys for Design and Engineering Report and Plans Preparation and Construction Support Services** of the ARFF Building at Drake Field. The justification of the fee increase for this project is as tabulated below:

1. **Initial fee reductions.** Based on the original scope and size of the building, Garver+Garver proposed initial fees for this portion of the project of \$32,200. These proposed fees were reduced to \$28,475 by the City's engineering contract review procedure. The project subsequently grew in size and scope from the modified fee proposal, as outlined below.
2. **Relocation of Building Site.** The original west-side building site (adjacent to the FAA building) was situated in an active vehicle parking area and was adjacent to the planned aircraft ramp expansion. The site was also directly adjacent to all needed utilities. Relocation of the building site to the present location on the east side of the airfield necessitated new soil borings, new topographical surveys, and the design of new access driveways and the associated drainage facilities not previously required. The relocation also required the design of approximately 1,300 feet of sanitary sewer service not previously needed, as well as lengthy water, gas and electrical service routes.
3. **Building Additions.** During the review of the preliminary design by airport staff and fire department personnel, the original size and scope of the building was expanded. The first floor area was increased, and a second floor was added for exercise and training use by the firefighters. The resultant building measures approximately 8,584 square feet, which is a 47% increase over the original layout. The above additions to the project will also increase the needed construction time and related observation services.

Mr. Dale Frederick
April 21, 1998
Page 2

Given the above justification, the proposed modifications to the fees for the ARFF Building are as follows:

For basic and special engineering services, the proposed additional engineering fees included in this Amendment No. 1 shall be as tabulated below:

ARFF BUILDING WORK DESCRIPTION	ORIGINAL FEES	PROPOSED ADDITIONAL FEES	TOTAL FEES
Surveys for Design	\$2,050 (Lump Sum)	\$1,500 (Lump Sum)	\$3,550 (Lump Sum)
Engineering Report and Plans	\$15,000 (Lump Sum)	\$37,600 (Lump Sum)	\$52,600 (Lump Sum)
Construction Support Services	\$11,425 (Lump Sum)	\$5,000 (Lump Sum)	\$16,425 (Lump Sum)
TOTAL FEE	\$28,475 (Lump Sum)	\$44,100 (Lump Sum)	\$72,575 (Lump Sum)

For **Surveys for Design** and **Engineering Report and Plans** and **Construction Support Services** for the ARFF Building, the OWNER agrees to pay the ENGINEER the lump sum fee of **\$72,575** for services rendered by the ENGINEER'S employees.

The ENGINEER will be paid monthly by the OWNER based on the percent of the project complete to date and hourly rates as defined in statements submitted by the Engineer to the OWNER. These statements will be supported by a monthly progress report prepared by the ENGINEER, and submitted in the form and number required by the OWNER. Total payment for each part as shown above will be due when that part is acceptably complete to the satisfaction of the OWNER.

Terminal Canopy

This proposal is to modify the fees for completion of **Engineering Report and Plans Preparation** and **Construction Support Services** for the Terminal Canopy at Drake Field. The justification of the fee increase for this project is as tabulated below:

1. **Initial fee reductions.** As with the ARFF Building above, based on the original scope and size of the canopy addition, Garver+Garver proposed initial fees for this portion of the project of \$7,000. These proposed fees were reduced to \$5,035 by the City's engineering contract review procedure. The project subsequently grew in size and scope from the modified fee proposal, as outlined below.
2. **Project Scope Increase.** The original canopy design called for a two-wing canopy structure emerging from the main terminal airside entrance. This canopy structure was to be essentially

Mr. Dale Frederick
April 21, 1998
Page 3

supplied and installed "turnkey" by the canopy manufacturer. Following reviews by airport and city staff, the project grew to include the addition of the following items:

- ➔ Storefronts – Existing entries to the terminal were changed to accommodate new canopy entries, with door and window modifications.
- ➔ Terminal entrance structure – This central canopy walkway was added to the main canopy structure, and provides cover for passengers into the terminal building.
- ➔ Accommodation of telescoping walkways to aircraft – After design commenced, Garver engineers researched the available and preferred type of telescoping walkways with the manufacturers and airlines. The gate entries were subsequently changed to accommodate these telescoping walkways, connecting from the canopy directly to the aircraft.
- ➔ Signage – Signs indicating gate numbers were designed and located at each walkway entrance.
- ➔ Electrical – To accommodate power for the telescoping walkways and for canopy lighting, increased electrical power design was required.

Given the above justification, the proposed modifications to the fees for the Terminal Canopy are as follows:

For basic and special engineering services, the proposed additional engineering fees included in this Amendment No. 1 shall be as tabulated below:

TERMINAL CANOPY WORK DESCRIPTION	ORIGINAL FEES	PROPOSED ADDITIONAL FEES	TOTAL FEES
Engineering Report and Plans	\$4,035 (Lump Sum)	\$12,000 (Lump Sum)	\$16,035 (Lump Sum)
Construction Support Services	\$1,000 (Lump Sum)	\$6,000 (Lump Sum)	\$7,000 (Lump Sum)
TOTAL FEE	\$5,035 (Lump Sum)	\$18,000 (Lump Sum)	\$23,035 (Lump Sum)

For **Engineering Report and Plans**, and for **Construction Support Services** for the Terminal Canopy, the OWNER agrees to pay the ENGINEER the lump sum fee of \$23,035 for services rendered by the ENGINEER'S employees.

The ENGINEER will be paid monthly by the OWNER based on the percent of the project complete to date and hourly rates as defined in statements submitted by the Engineer to the OWNER. These statements will be supported by a monthly progress report prepared by the ENGINEER, and submitted in the form and number required by the OWNER. Total payment for each part as shown above will be due when that part is acceptably complete to the satisfaction of the OWNER.

Mr. Dale Frederick
April 21, 1998
Page 4

Please execute both enclosed copies of this contract modification, and return copy one to us for our files. We again thank you for choosing Garver+Garver for this challenging project, and we look forward to the completion of these needed improvements to Drake Field.

Sincerely yours,
GARVER+GARVER, P.A.

A handwritten signature in dark ink, appearing to read 'T. B. Hannah', written in a cursive style.

Theodore B. Hannah, P.E.
Chairman

Fayetteville Municipal Airport

Accepted by: _____

Title: _____

Date: _____

**Fayetteville Municipal Airport - Drake Field
Garver+Garver Engineering Services
Contract Amendment Request Summary**

14-Apr-98

Phase	Phase Description	10-Apr-98 Total Costs	Fee	Fee Remaining	Fee Type	Contract Amendment
10	Pavement Management System	\$14,785.80	\$17,850	\$3,064.20	Lump Sum	\$0
23	ARFF Building - Surveys for Design	\$2,509.72	\$2,050	-\$459.72	Lump Sum	\$1,500
25	ARFF Building - Engr. Report and Plans	\$52,554.59	\$15,000	-\$37,554.59	Lump Sum	\$37,600
33	Ramp Expansion/Rehab - Surveys for Design	\$771.39	\$5,350	\$4,578.61	Lump Sum	\$0
35	Ramp Expansion/Rehab - Engr. Report and Plans	\$21,028.37	\$26,450	\$5,421.63	Lump Sum	\$0
45	Terminal Canopy - Engr. Report and Plans	\$15,501.60	\$4,035	-\$11,466.60	Lump Sum	\$12,000
49	Terminal Canopy - Construction Support	\$6,015.67	\$1,000	-\$5,015.67	Lump Sum	\$6,000
59	ARFF Building - Construction Support	\$6,530.99	\$11,425	\$4,894.01	Cost Plus	\$5,000
69	Ramp Expansion/Rehab - Construction Support	\$203.70	\$33,440	\$33,236.30	Cost Plus	\$0
Totals		\$119,901.83	\$116,600	-\$3,301.83		\$62,100

1997\976100\budget\Amendment Worksheet.xls

FIRE STATION
3.C.7

DEPARTMENTAL CORRESPONDENCE

To: Dale Frederick, Airport Manager

RECEIVED MAY 11 1998

Thru: Don Bunn, City Engineer

From: Sid Norbash, Staff Engineer *SN*

Date: May 11, 1998

Re: Independent Cost Review / Engineering Services
Contract Review - Garver and Garver Contract Amendment #1

In reference to your memorandum of April 9, 1998, to the City Engineer, Don Bunn, I have reviewed the contract and the following are my comments:

After reviewing the documents, it is apparent that the scope of the project was substantially changed due to unforeseen factors, both for the Airfield Rescue and Firefighting (ARFF), and the Building and Terminal Canopy projects.

The fees reflected on the Amendment #1, pertaining to these two projects appear to be reasonable, considering the level of efforts and the changes made to the scope of these projects. Therefore, I concur with the amounts as shown and submitted within the Amendment #1.

If I can be of any further assistance to you please advise.

SN/sn

cc: Don Bunn, City Engineer

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

**FIRE STATION
3.C.9**

Budget Year 1998	Department: General Government Division: Airport Program: Airport Capital	Date Requested 05/18/98	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
Additional funding is requested for the AARF/ Equipment Building and Terminal Canopy Projects.

Project or Item Deleted:
None. Funding proposed for this adjustment is from fund balance and will utilize PFC collections from the PFC continuation program scheduled to begin in July.

Justification of this Increase:
The engineers scope of work has increased substantially on the AARF/ Equipment Building resulting in increased fees.

Justification of this Decrease:
Sufficient cash and investments exist within the Airport Fund to comply with City policy and fund this request.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
AARF Building Construction	44,100	5550 3960 7820 26	98059 - 1
Terminal Canopy	18,000	5550 3960 5804 00	97087 - 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	62,100	5550 0955 4999 99	

Approval Signatures

Requested By 	Date 5-18-98
Budget Coordinator	Date
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, City Engineer



Thru: Kevin Crosson, Public Works Director

Charles Venable, Ass't PW Director

Subject: Bid Award, Summit Tank Site Restoration

Date: June 2, 1998

Bids will be opened on Tuesday, June 9 for the restoration of the old Summit Water Storage Tank Site. The restoration consists of filling the old tank and then filling over the site (1.0 acre) with suitable fill material and top soil. Bermuda sod will be place over a portion of the site and the balance of the site will be seeded and mulched.

We are requesting that this item be placed on the June 16 Council Agenda so that work can begin just as soon as possible. We will have all of the necessary information ready to present to the Council Agenda Meeting on June 9.