

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

5/15/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities
Division

Utilities
Department

Action Required:

Resolution approving an agreement with the Arkansas Highway and Transportation Department for the construction of water and sewer relocations relating to the widening of Crossover Road (Highway 265) between Joyce Boulevard and Albright Road,

Cost of this request

Category / Project Budget

Hwy 265 W-S Relocations
Program Category / Project Name

Account Number

\$ -
Funds Used to Date

Water/Sewer Improvements
Program / Project Category Name

08072.1102
Project Number

Remaining Balance

Water and Sewer
Fund Name

Budgeted Item

Budget Adjustment Attached


Department Director

27 APR 12
Date

Previous Ordinance or Resolution # 91-11


City Attorney


4-27-12
Date

Original Contract Date: 6/7/211

Original Contract Number:


Finance and Internal Services Director

4-30-2012
Date

Received in City Clerk's Office 04-27-12 P03:06 RCVD



Chief of Staff

4-30-12
Date

Received in Mayor's Office



Mayor

5/1/12
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: April 27, 2012

Subject: Crossover Road- Northern Section- Water and Sewer Relocation AHTD-Utility Agreement for Construction

RECOMMENDATION

City Administration recommends approval of an agreement with the Arkansas Highway and Transportation Department for the construction of water and sewer relocations relating to the widening of Crossover Road (Highway 265) between Joyce Boulevard and Albright Road.

BACKGROUND

The project involves relocating water and sewer lines as required in preparation for the Arkansas Highway and Transportation Department (AHTD) widening of Crossover Road (Hwy 265) between Joyce and the northern City limits. The contract design and construction phase services has been awarded to McClelland Consulting Engineers as a change order to their design on the Mission – Joyce section of the work.

DISCUSSION

This agreement obligates the AHTD to pay an estimated 62.67% of the total project construction cost with utility betterment, or an estimated \$937,480.38, and the City to pay the remaining 37.33%, estimated at \$558,419.38. AHTD also agrees to pay 84.46% of replacement in-kind costs relating to easement procurement and bidding phase services, estimated at \$204,280.02, and the City to pay the remaining 15.54%, estimated at \$37,585.98. In general, the AHTD pays for relocating lines currently existing outside the existing ROW, and the City pays for lines that are currently inside the ROW and any increases in capacity. The final cost will be based on the actual bids. In this arrangement, the City designs, awards, and supervises construction of the utility relocation project, and will submit monthly requests for reimbursement from the AHTD.

BUDGET IMPACT

The City's portion will be funded from Water and Sewer revenue bonds and other Water/Sewer funds; the remainder will be paid by the AHTD.

RESOLUTION NO. _____

A RESOLUTION APPROVING A COST-SHARE AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION COMMISSION FOR THE CONSTRUCTION OF WATER AND SEWER RELOCATIONS RELATED TO THE WIDENING OF CROSSOVER ROAD (HIGHWAY 265) FROM JOYCE BOULEVARD TO ALBRIGHT ROAD

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a cost-share agreement, a copy of which is attached to this Resolution as Exhibit "A", with the Arkansas State Highway and Transportation Commission for the construction of water and sewer relocations related to the widening of Crossover Road (Highway 265) from Joyce Boulevard to Albright Road.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No. 040518 (Utilities)

County Washington

Federal Aid Project STP-9142(27)

Route 265 Section 2

Job Location E. Joyce Blvd.-City Limits
(Fayetteville)(S)

Utility Owner City of Fayetteville
Water and Sewer

THIS AGREEMENT, made and entered into this ____ day of _____, 20 __, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas State Highway and Transportation Department, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department," and the **City of Fayetteville Water and Sewer of Fayetteville, Arkansas** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and, the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on a **actual cost** basis as mutually agreed between Owner and Department.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: See attached Exhibit A

The Department agrees that the required adjustment is **See Exhibit A** eligible for reimbursement for the **actual cost** which is estimated to be **\$1,737,765.76** of which **\$1,141,760.40** to be paid by the Department and **\$596,005.36** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **165 calendar** days and complete within **180 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.



Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, Owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices, as amended and supplemented.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

**City of Fayetteville
Water and Sewer**

**ARKANSAS STATE HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT**

Name (Typed or Printed)

(For) Director of Highways & Transportation

Title

Right of Way Division Head

Signature

Section Head-Utilities Section
Right of Way Division

FEDERAL TAXPAYER IDENTIFICATION#

Name (Typed or Printed)

Title

Signature

Job 040518 (Utilities)
City of Fayetteville Water and Sewer

EXHIBIT A

Adjust water facilities to clear highway construction by abandoning approximately 3,130 feet of twelve (12) inch water main, 500 feet of eight (8) inch water main, 194 feet of six (6) inch water main and 887 feet of one (1) inch water service line complete with appurtenances. Adjust sewer facilities to clear highway construction by abandoning approximately 1,536 feet of eight (8) inch sewer main, 280 feet of four (4) inch sewer service line and 1,164 feet of six (6) inch sewer force main complete with appurtenances. Restore water service by installing 3,126 feet of twelve (12) inch PVC water main, 538 feet of eight (8) inch PVC water main, 240 feet of six (6) inch DIP water main, 50 feet of two (2) inch water service tubing and 475 feet of one (1) inch water service tubing complete with appurtenances. Restore sewer service by installing 460 feet of ten (10) inch DI sewer main, 1,084 feet of eight (8) inch PVC sewer main, 265 feet of four (4) inch sewer service pipe and 1,174 feet of six (6) inch PVC force main complete with appurtenances. Owner is not adequately staffed to perform this work; therefore, contract forces will be utilized and selected by low bid process.

Owner will be upgrading facilities during construction in which a betterment has been addressed. Owner has developed a replacement in-kind and betterment factor for reimbursement in which the Department concurs. This factor is to be updated based on low bids and final quantities installed.

Owner will be securing easements based on Owner's documented practice. During easement acquisition, the Owner's practice is to offer up to 25% of the full fee simple value of the property, along with damages applicable to each individual property before consulting with legal council regarding condemnation.

Owner's estimated timeframe for completion is as follows:

Secure easements by	June 29, 2012
First advertisement for bids	June 29, 2012
Complete Construction	April 10, 2013

The pro rata factor for reimbursement will be determined as follows:

Replacement in-kind factor:

<u>Est. reimb. replacement in-kind construction cost</u>	<u>\$ 894,567.00</u> = 84.46%
Total est. replacement in-kind construction cost	\$1,059,150.00

Reimbursement factor for betterment:

<u>Est. reimb. replacement in-kind project cost</u>	<u>\$ 894,567.00</u> = 62.67%
Total est. project cost with betterment	\$1,427,385.00

Cost Summary

Construction Cost	\$ 1,427,385.00	
Construction Engineering Cost	<u>\$ 68,514.76</u>	
Reimbursement Factor for betterment 62.67%	\$ 1,495,899.76	\$ 937,480.38
Health Department Review	\$ 500.00	
Advertisement	\$ 1,000.00	
Storm Water Prevention Plan	\$ 3,056.00	
Easement Filing	\$ 625.00	
Easement Mapping and Preparation	\$ 46,685.00	
Easement Cost	\$ 175,000.00	
Easement Procurement Cost	<u>\$ 15,000.00</u>	
Reimbursement Factor for in-kind 84.46%	\$ 241,866.00	\$ 204,280.02
Total Cost	\$ 1,737,765.76	
Total Reimbursable Cost		\$ 1,141,760.40

