

Added at Agenda
Session 5-14-13

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013

City Council Meeting Date
Agenda Items Only

Chris Brown

CB

Submitted By

Engineering

Division

Development Services

Department

Action Required:

Approval of a Budget Adjustment for Repairs to Rodgers Drive

\$ 110,000.00

Cost of this request

\$ 250,000.00

Category / Project Budget

Rodgers Drive Repair

Program Category / Project Name

4470.9470.5809.00

Account Number

\$ -

Funds Used to Date

Street Improvements

Program / Project Category Name

13029

Project Number

\$ 250,000.00

Remaining Balance

Sales Tax Capital Fund

Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature]
Department Director

05-13-2013
Date

Previous Ordinance or Resolution # 5578

[Signature]
City Attorney

5-14-13
Date

Original Contract Date:

Original Contract Number:

Paul A. Bisher
Finance and Internal Services Director

5-14-2013
Date

Received in City Clerk's Office
05-13-13 P04:48 RCVD
King

Paul A. Bisher for Don Marr
Chief of Staff

5-14-2013
Date

Received in Mayor's Office
ENTERED
5/14/13
P.K.

[Signature]
Mayor

5/15/13
Date

Comments:

Council Meeting of May 21, 2013

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *J.P.*

From: Chris Brown, City Engineer *CB*

Date: May 13, 2013

Subject: Budget Adjustment for Repairs to Rodgers Drive

PROPOSAL:

Recent rainfall has aggravated an ongoing problem with the slope stability on the north side of the Rodgers Drive water tanks. As a result of the slope failure, a portion of Rodgers Drive has been compromised. The south side (east bound lane) of Rodgers Drive has settled and is gradually sliding down the hill. For many homes in this area, Rodgers Drive is the only means of ingress and egress.

At the April 16, 2013 City Council Meeting, the Council approved an ordinance waiving the requirements of competitive bidding, and staff proceeded to solicit three bids from contractors for the repair work. The Mayor is authorized to sign the contract per City Council approval; however, the low bid of \$329,515.95 was more than the approved budget of \$250,000, and a budget adjustment is needed.

RECOMMENDATION:

Staff recommends approval of a budget adjustment in the amount of \$110,000 to fund the contract with Prime Contracting, Inc., plus a contingency amount of \$30,484.05. Thus, the total requested budget for the project is \$360,000.

BUDGET IMPACT:

The attached budget adjustment identifies the source of funds for the project. The budget adjustment will bring the total allocation for this project to \$360,000.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$110,000.00 TO INCREASE THE BUDGET TO REPAIR A PORTION OF RODGERS DRIVE NEXT TO THE CITY'S WATER TOWERS

WHEREAS, the City Council approved a budget of \$250,000.00 for an emergency repair of a portion of Rodgers Drive that, as a result of slope instability and failure, was sliding down the hill toward the City's water towers; and

WHEREAS, the low bid from the three contractors was \$329,515.95 which will require an approval of an additional budget adjustment of over \$100,000.00 to fund the contract and its contingency.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment in the amount of \$110,000.00 so that the reconstruction project to repair Rodgers Drive can be completed.

PASSED and APPROVED this 21st day of May 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor




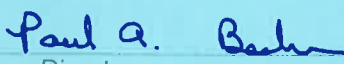


By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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

Budget Year 2013	Division: Citywide Department: Citywide	Request Date 5/13/2013	Adjustment Number
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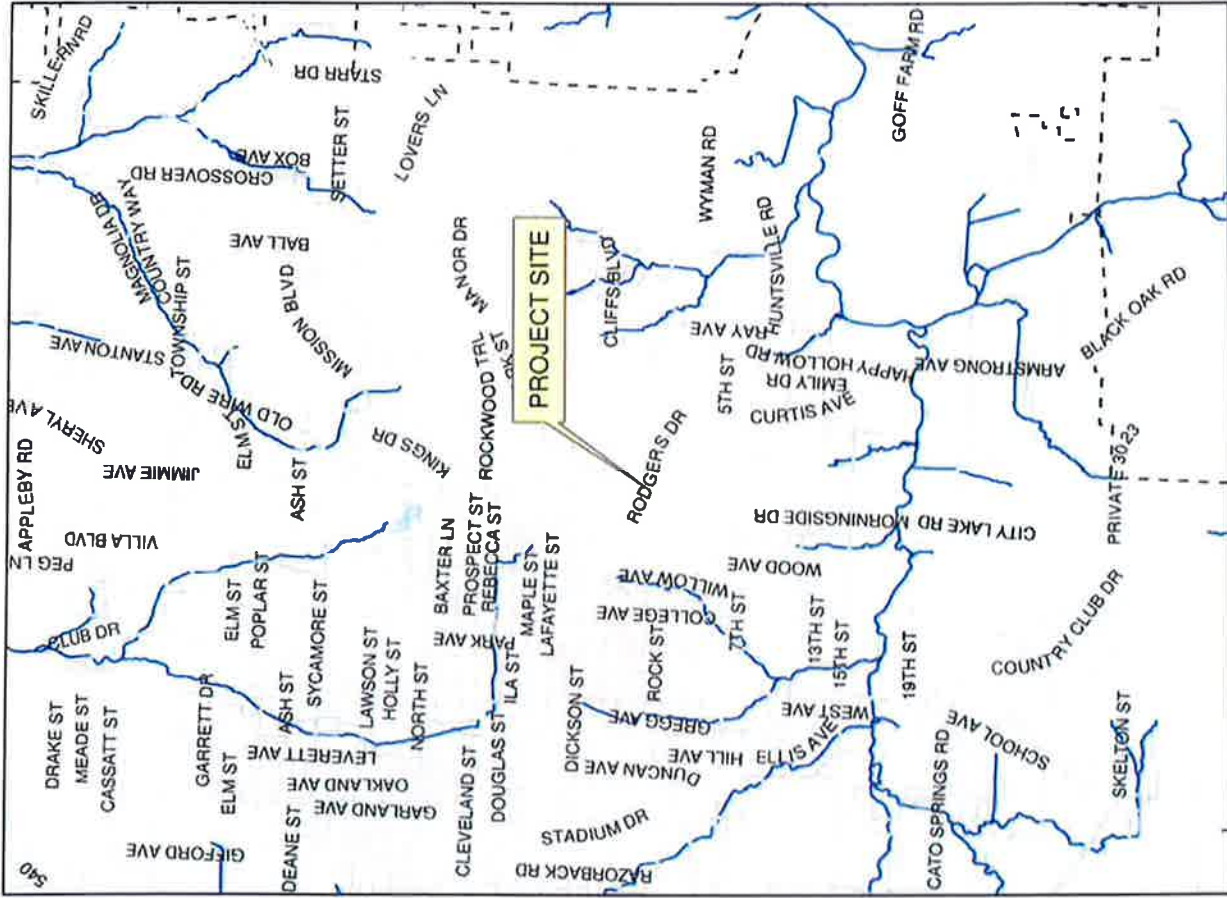
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Rodgers Drive is experiencing a sliding hillside and is in need of emergency repair. Bids came in higher than expected.

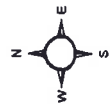
 Division Head	5/13/13 Date	Prepared By: Kevin Springer <i>Springer, Kevin</i>
 Budget Director	5/13/13 Date	Reference:
 Department Director	05-13-2013 Date	Budget & Research Use Only
 Finance Director	5-14-2013 Date	Type: A B C D E P
 Chief of Staff	5-14-2013 Date	General Ledger Date
 Mayor	5/15/13 Date	Posted to General Ledger Initial Date
		Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT 110,000 110,000
Increase / (Decrease)

Account Name	Account Number	Expense	Revenue	Project.Sub Number
Street improvements	4470.9470.5809.00	110,000	-	13029 . 1
Use of fund balance	4470.0947.4999.99		110,000	.
				.
				.



RODGERS DRIVE SLOPE REPAIR



1 inch = 200 feet



ORDINANCE NO. 5578

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH A CONTRACTOR PROVIDING THE LOWEST PRICE QUOTE FOR REPAIR TO A SLOPE FAILURE ON RODGERS DRIVE, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, recent rainfall has aggravated ongoing problems with slope stability on the north side of the Rodgers Drive water tanks, and

WHEREAS, as a result of slope failure a portion of Rodgers Drive has been compromised, and

WHEREAS, timing of this repair is critical and in order to expedite the hiring process, a waiver of the requirements of competitive bidding is appropriate,

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to sign a contract with a contractor providing the lowest price quote for repair to a slope failure on Rodgers Drive.

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

PASSED and APPROVED this 16th day of April, 2013.

APPROVED:

By:


LIONELD JORDAN, Mayor

ATTEST:

By:


SONDRA E. SMITH, City Clerk/Treasurer



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

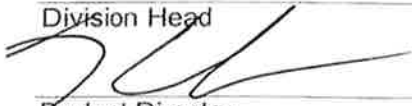


V12.0724 A. 13

Rodgers Drive Budget Adjustment
Page 8 of 14

Budget Year 2013	Division: Citywide Department: Citywide	Request Date 4/16/2013	Adjustment Number
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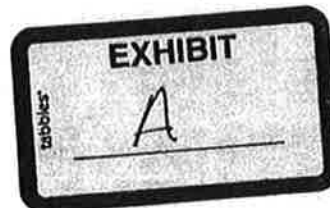
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Rodgers Drive is experiencing a sliding hillside and is in need of emergency repair.

Division Head  Date: 4-16-2013	Prepared By: _____ Reference: _____ Budget & Research Use Only Type: A B C <u>D</u> E P General Ledger Date _____ Posted to General Ledger _____ Checked / Verified _____	Fell, Barbara
Budget Director Date: _____	Initial _____ Date _____	
Department Director Date: _____	Initial _____ Date _____	
Finance Director Paul A. Bahr Date: 4-16-2013		
Chief of Staff  Date: 4/16/13		
Mayor  Date: 4/16/13		

TOTAL BUDGET ADJUSTMENT 250,000 250,000

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Street improvements	4470.9470.5809.00	250,000	-	13029 . 1
Use of fund balance	4470.0947.4999.99		250,000	



Project Manual



CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – RODGERS DRIVE SLOPE FAILURE REPAIRS

707 E. RODGERS DRIVE

Date: May 2013

Contract Name: Rodgers Drive Slope Failure Repair

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: PRIME CONTRACTING, INC
P.O. BOX 744
REPUBLIC MO 65738

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award. The City intends to issue a Notice of Award as soon as a minimum of three bids are received, possibly as early as May 7th.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A.) Bidder has examined and carefully studied the Bid Documents and plans.
- B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all available additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Bid Price:

<p style="font-size: 1.5em; margin: 0;">\$ <u>329,515.95</u> <u>55 DAYS</u></p> <p style="margin: 0;">Total Bid/Working Days to Complete Contract</p>

Section 5 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the bid. Working Days will be defined as per AHTD Standard Specifications.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 6 – Detail Bid Pricing:

A.) Scope of Work:

- i. The work shall consist of furnishing all equipment, labor and material in performing all operations in connection with the construction of the Rodgers Drive Slope failure as specified. The scope listed below is general in nature; quantities listed shall be verified by the bidder. The scope includes:
 1. Construction of two (2) gabion walls with flowable fill within the gabion. Total estimated quantity of gabion stone is 785 CY, estimated quantity of flowable fill within the gabions is 315 CY.
 2. Installation of limestone rip-rap/shot rock behind the gabion walls, with installation of minimum 1 foot depth native stone cap on the riprap. Estimated total rip rap is 630 CY.
 3. Installation of approximately 2920 SF of modular block retaining wall (Keystone/Allan Block or approved equal). Includes approximately 1500 tons of class 7 base, approximately 1670 SY of Stratagrid 500 geogrid (or approved equal), approximately 570 tons of class 57 stone, and approximately 650 lf of perforated and solid pvc underdrain pipe.
 4. Place and compact b-stone and class 7 base in the damaged roadway section. Provide filter fabric between b-stone and class 7 base; provide minimum 8 inches of class 7 base. Existing material may be salvaged and re-used.
 5. Clearing and grubbing of trees, excavation and haul off of excess material. Existing soil material may be reused in areas of the plans where soil is called for.
 6. Removal of existing fencing in project area (approximately 250 to 300 feet) and replacement at the top of the upper wall after completion of the wall construction. Existing fence may be reused if not damaged, or new fencing provided shall match existing fencing in style, height, gauge, etc.
 7. Placement of soil on either side of the upper wall, and seeding using AHTD standard seed mix. Straw or wood mulch seeded areas. Seeding and straw shall be completed in all disturbed areas.
 8. Provide and install 10 eastern redbud trees (5 gallon) and 60 Carolina Buckthorn shrubs (2 gallon).
- ii. All work shall be completed in strict accordance with the plans and specifications.
- iii. Furnish or construct all incidental items required for this project.
- iv. Performance and payment bonds in the amount of 100% of the bid price shall be provided prior to execution of a contract. Such bond shall be presented to the City after it has been filed with the Washington County Circuit Clerk's Office. The form of the bond shall be in accordance with State Law.

B.) Payment

- i. Payment shall be made based upon bid items listed below. Payment will be made on a monthly basis based on estimated percentages of work completed for each item, with applicable retainage withheld as allowed by State Law.
- ii. Final payment will not be made until all work has been completed to the satisfaction of the City of Fayetteville.

C.) Bid Price Details:

- i. The Bid prices as submitted shall cover all costs for labor, material, equipment, and any other items incidental necessary to complete the work even if not specifically listed below. Estimated material quantities for some of the items are included with this package, bidder shall verify these quantities before submitting a bid. The City assumes no liability for incorrect quantities.

- ii. No costs in connection with work required by the Contract Documents for proper and successful completion of the Contract will be paid outside of or in addition to the bid prices submitted. A catch-all item has been included to allow for any items not specifically listed. The total of the detailed bid items 1-12 must match the price bid stated above in Section 4.
- iii. Bid Items: Provide pricing for the following items:

Item No.	Description	Bid Amount
1	West Gabion Wall, including gabion baskets, filler rock and flowable fill, rip rap and native stone backfill, and drainage system	\$94,434. ²⁸
2	East Gabion Wall, including gabion baskets, filler rock and flowable fill, rip rap and native stone backfill, and drainage system	\$66,646. ⁹⁸
3	Modular Block Retaining Wall, including blocks, filter rock, geogrid, class 7 backfill, and drainage system	\$92,395. ⁷⁰
4	Roadway repair to include b-stone, filter fabric, and class 7 base	\$5,258. ¹⁵
5	Clearing, grubbing, excavation and haul-off of excess material.	\$28,432. ⁶⁸
6	Fencing removal and replacement	\$10,500. ⁰⁰
8	Soil, seeding and mulch	\$8,890. ⁵⁶
9	Landscape plants	\$2,900. ⁰⁰
10	Mobilization and bonding	\$14,262. ⁶⁰
11	Stormwater pollution prevention	\$2,500. ⁰⁰
12	All other items of work not specifically included in items 1-11	\$3,295. ⁰⁰

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

PRIME CONTRACTING, INC
P.O. BOX 744
REPUBLIC MO 65738
 Phone No. 417-732-5353
 FAX No. 417-732-5354

Section 7 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 9th Date of MAY, 2013

Arkansas State Contractor License No. 0054120413

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: Prime Contractors Inc. (SEAL)

Date of Incorporation: 11/22/1996

Type (General Business, Professional, Service, Limited Liability): C-Corp

By: Scott D. Olson

(Signature – attach evidence of authority to sign)

Name (type or printed): Scott D. Olson

Title: President

(CORPORATE SEAL)

Business address: PO Box 744 Republic, MO. 65738

Phone No.: 417-732-5353 FAX No.: 417-732-5354