

City of Fayetteville Staff Review Form

2015-0012

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Don Marr

1/6/2015

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve 2015 agreement with Environmental Consulting Operations Inc. in the amount of \$50,766 for Wetlands Mitigation Site Monitoring and Management pursuant to approved ordinance 5687 passed by the City Council on May 6th, 2014 and in accordance with Section 3 of the approved agreement.

Budget Impact:

5400.5120.5315.00	Water and Sewer
Account Number	Fund
Project Number	Project Title
Budgeted Item? <u>Yes</u>	Current Budget \$ 55,000.00
	Funds Obligated \$ -
	Current Balance \$ 55,000.00
Does item have a cost? <u>Yes</u>	Item Cost \$ 50,766.00
Budget Adjustment Attached? <u>NA</u>	Remaining Budget \$ 4,234.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council
THRU: Mayor Lioneld Jordan
FROM: Don Marr, Chief of Staff
DATE: January 6, 2015
SUBJECT: Professional Services Contract

RECOMMENDATION:

Pass a resolution pursuant to the previously approved City Council Ordinance 5687 agreement (and section 3 – Compensation) with Environmental Consulting Operations Inc. for professional services for \$50,766.00 to be used specifically for wetlands mitigation site monitoring & management and environmental issues as required by the City of Fayetteville, City Contractors, Corps of Engineers and ADEQ.

BACKGROUND:

Eco, Inc. developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the WSIP, and was tasked to ensure full compliance with the related regulations and permits. Under their supervision, contractors working for the City completed over \$135 million in work without a single permit violation. ECO Inc. also designed the wetlands mitigation site that was required by the Corps of Engineers, which has a mandated seven year monitoring and reporting period. Funding for these succeeding years comes from the Wastewater Treatment Operations Program.

DISCUSSION:

The contract covers the following work tasks for 2014 and 2015 (see attached):

- (1) Annual Ecological Restoration Monitoring of Existing Mitigation Site;
- (2) Annual Adaptive Management Strategy of Existing Mitigation Site;
- (3) Development of Credit Tracking Ledger for Surplus Wetland Credits;
- (4) Provide environmental regulatory and technical information to the City of Fayetteville and City Contractors;

The details of each of these work task are outlined within the proposed contract between the City of Fayetteville and ECO Inc. in Parts A, B, C and D of the proposed contract.

BUDGET/STAFF IMPACT:

An appropriation of \$50,766.00 is requested to pay for these services. This will be paid for within the cost of water/wastewater treatment operations program and was approved in the 2015 annual budget.

**AMENDMENT NO. 1
TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS AMENDMENT NO. 1 to the Agreement For Professional Environmental Consulting Services, dated May 8, 2014 (the "Agreement"), by and between CITY OF FAYETTEVILLE, ARKANSAS (CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO) for environmental consulting services in connection with monitoring and ecological adaptive management of CITY's wetland mitigation site (Site) known as Woolsey Wet Prairie is made and entered into for purposes of continuity of Site wetland habitat status in order to maintain surplus wetland credits generated at Site and due to Corps of Engineers (Corps) regulatory requirements to manage and maintain wetland compensatory mitigation in perpetuity to assure Site continues to meet ecological performance standards.

WHEREAS, this **AMENDMENT NO. 1** is a renewal of the Agreement that included a provision for automatic renewal of ECO's annual Scope of Services beyond 2014 for additional 1-year terms upon mutual agreement by both CITY and ECO. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the CITY and ECO. All work to be performed prior to issuance of Amendment has been completed.

NOW THEREFORE, the CITY and ECO agree to amend the Agreement for ECO's Scope of Services as follows:

1. Part A - Project Administration And Management

- a) General administration and project management activities;
- b) Perform project initiation activities;
- c) Provide environmental regulatory and technical information to CITY and CITY Contractors;
- d) Meet with CITY and CITY Contractors for information exchange, goal and timeline setting, reviewing management strategies and action items;
- e) Perform internal project control including budgeting, scheduling, and quality control;
- f) Part A applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council and amended upon approval for renewal of Part A services beyond 2015.

2. Part B - Annual Ecological Restoration Monitoring

- a) Conduct qualitative monitoring activities twice annually to maintain cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled;
- b) Observe and document total plant species richness for each wetland cell and the total mitigation Site in historical comprehensive plant species lists;
- c) Record locations of concentrated stands of non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species on wetland cell maps;
- d) Develop 2015 Woolsey Wet Prairie Adaptive Management Strategy & Monitoring Report No. 9 that is consistent with historical monitoring and management activities at Site in a format to be used for Site adaptive management purposes;
- e) Part B applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2015.

3. Part C - Annual Adaptive Management Strategy

- a) Continued development and implementation of annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning;
- b) Make Site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control;
- c) Oversee selection, scheduling, and coordination of Site adaptive management activities and provide guidance pertaining to Site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of Site;
- d) Provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of Site for the purpose of implementation of Site management activities that are compliant with Site permanent protection measures and restrictions specified in the CITY's Section 404 permit;
- e) Document and maintain records of adaptive management activities implemented and the date of use;
- f) Make adjustments, as necessary, to timing and type of vegetation management to be implemented including, but not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species;
- g) Utilize wetland cell maps showing locations of concentrated stands of non-native plant

species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities;

- h) Develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species;
- i) Schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native invasive plant species at specific locations and document herbicide effectiveness;
- j) Coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species;
- k) Develop burn specifications that clearly identify prescribed Burn Contractor responsibilities as a part of CITY's informal bid process. that identify: Site preparation, notifications, and Burn Contractor responsibilities;
- l) Coordinate, schedule, and observe prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications;
- m) Part C applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2015.

4. Part D - Update Credit Tracking Ledger for Surplus Wetland Credits

- a. Site has generated surplus of wetland credits above those required by CITY's Section 404 permit for compensatory mitigation. CITY has received Corps approval to use wetland credits to mitigate for wetland impacts caused by the CITY's infrastructure improvement projects within Illinois River watershed, HUC 11110103;
- b. Under the 2014 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Van Asche Extension Project for submittal to Corps;
- c. It is unknown at the current time, whether or not Part D services will be necessary for January through December 2015, and will be a function of whether or not surplus credit transactions occur. Should 2015 wetland credit transactions occur, ECO shall update wetland credit ledger accordingly for submittal to Corps at the end of 2015;
- d. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2015.

5. COMPENSATION

- a) For the amended Scope of Services described herein, CITY agrees to pay ECO the sum specified below on Cost Detail Table. The total payment shall be a lump sum “not to exceed” amount of **FIFTY THOUSAND SEVEN HUNDRED AND SIXTY SIX U.S. DOLLARS (\$50,766.00)**.

Amendment No. 1 - 2015 Cost Detail

Amended ECO Scope of Services	Fee Estimate
Part A - 2015 Project Administration And Management	\$ 1,723.00
Part B - 2015 Annual Ecological Restoration Monitoring	\$20,633.00
Part C - 2015 Annual Adaptive Management Strategy	\$28,410.00
Part D - 2015 Update Surplus Wetland Credit Tracking Ledger	\$ 0.00
TOTAL	\$50,766.00

The CITY and ECO intending to be legally bound, indicate their approval of this AMENDMENT No. 1 by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

CITY OF FAYETTEVILLE

By: *Bruce Shackelford*
Bruce Shackelford, President

By: _____
Lioneld Jordan, Mayor

Date: January 20, 2015

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

Date: _____

End of January 20, 2015 Amendment No. 1 for Environmental Consulting Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049	CONTACT NAME: Carol Alexander PHONE (A/C, No, Ext): (501) 778-9162 E-MAIL ADDRESS: calexander@thomasins.net	FAX (A/C, No): (501) 778-0533													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Peerless Indemnity Ind. Co</td> <td>18333</td> </tr> <tr> <td>INSURER B: Cameron Insurance Company</td> <td>15725</td> </tr> <tr> <td>INSURER C: America First Insurance</td> <td>12696</td> </tr> <tr> <td>INSURER D: The Netherlands Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER E: Westchester Fire</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Indemnity Ind. Co	18333	INSURER B: Cameron Insurance Company	15725	INSURER C: America First Insurance	12696	INSURER D: The Netherlands Ins. Co.		INSURER E: Westchester Fire		INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** Master 2014/2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BOP8777430	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			CA8001501	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C				CU8774331	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
D				WC8777830	5/10/2014	5/10/2015	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability BINDER/PROFESSIONAL 5/10/2014 5/10/2015 Contractors Pollu Liab Agg 2,000,000 Contractors Pollu Liab Occurr 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Bill McKee/CALEX

ORDINANCE NO. 5687

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT FOR 2014 IN THE AMOUNT OF \$33,000.00

WHEREAS, Environmental Consulting Operations, Inc. (ECO) developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the Wastewater System Improvement Project; and

WHEREAS, under the supervision of ECO, contractors working for the City completed over \$135 million in work without a single permit violation; and

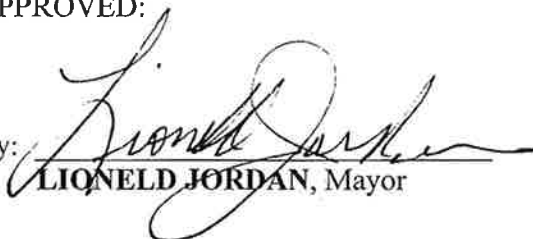
WHEREAS, ECO also designed the wetlands mitigation site that was required by the Corps of Engineers.

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 finds that such circumstances constitute an exceptional situation where competitive bidding is deemed not feasible or practical, and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to execute an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

By: 
LIONEL JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Item Review Form

2014-0200

Legistar File Number

May 6 2014

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Don Marr

Submitted By

Utilities Division

Department

Action Required:

An Ordinance to waive competitive bidding and approve a contract for 2014 with the option to renew for 2015 between the City of Fayetteville and Eco Inc., for professional services to provide Annual Monitoring and development of annual maintenance plans for the Woolsey Wetland Prairie and to develop a Wetlands Credits tracking tool to be utilized by the City of Fayetteville for tracking Wetland Credits for City related projects.

Does this item have a cost? Yes

\$33,000.00

Cost of this request

\$33,000.00

Category or Project Budget

Water/Wastewater

Program or Project Name

5400.5120.5315.00

Account Number

\$0.00

Funds Used to Date

Wastewater Treatment

Program or Project Category

\$0.00

Remaining Balance

Water and Sewer

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached?

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

[Signature] 4/22/14

Paul A. Barber 4-22-2014

Don Marr 4/22/14
[Signature]





CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

THRU: Mayor Lioneld Jordan

FROM: Don Marr, Chief of Staff *DM*

DATE: April 22, 2014

SUBJECT: Professional Services Contract

RECOMMENDATION:

Pass an ordinance for a bid waiver and approving a contract with Eco Inc. for professional services for \$33,000.00 to be used specifically for wetlands mitigation site monitoring & management and environmental issues as required by the City of Fayetteville, City Contractors, Corps of Engineers and ADEQ. Attached is a memo that outlines why we ECO Inc. qualifies as a sole source provider for this contract due to the extensive knowledge and work conducted on the Woolsey Wetland Prairie Mitigation Site.

BACKGROUND:

Eco, Inc. developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the WSIP, and was tasked to ensure full compliance with the related regulations and permits. Under their supervision, contractors working for the City completed over \$135 million in work without a single permit violation. ECO Inc. also designed the wetlands mitigation site that was required by the Corps of Engineers, which has a mandated seven year monitoring and reporting period. Funding for these succeeding years comes from the Wastewater Treatment Operations Program.

DISCUSSION:

The contract covers the following work tasks for 2014:

- (1) Annual Ecological Restoration Monitoring of Existing Mitigation Site;
- (2) Annual Adaptive Management Strategy of Existing Mitigation Site;
- (3) Development of Credit Tracking Ledger for Surplus Wetland Credits;
- (4) Provide environmental regulatory and technical information to the City of Fayetteville and City Contractors;

The details of each of these work task are outlined within the proposed contract between the City of Fayetteville and ECO Inc. in Parts A, B, C and Don pages 2 through 5 of the proposed contract.

BUDGET/STAFF IMPACT:

An appropriation of \$33,000.00 is requested to pay for these services. This will be paid for within the cost of water/wastewater treatment operations program.

**RE: BID WAIVER REQUEST-TECHNICAL SERVICES AGREEMENT
WOOLSEY WET PRAIRIE WETLAND MITIGATION BANK**

Environmental Consulting Operations, Inc.

Environmental Permitting and Wetlands Mitigation Bank Approval and
Design Services

BACKGROUND

As a part of the City of Fayetteville's revised Facility Planning for the Wastewater System Improvement Project (WSIP) the technical services of Environmental Consulting Operations, Inc. (ECO, Inc.) have been utilized since the year 2000 to address environmental permitting and compensatory wetland mitigation requirements.

ECO, Inc. initially provided technical support services as a sub-consultant to McGoodwin, Williams and Yates, Inc. under the March 21, 2000 agreement between McGoodwin, Williams and Yates and the City of Fayetteville. The role of ECO, Inc. addressed the entire WSIP as a centralized holistic approach to the complex environmental permitting and compensatory wetlands mitigation under five design consultants firms.

On August 29, 2003, a Bid Waiver was approved for ECO, Inc. to contract directly with the City of Fayetteville for Design Phase and Construction Phase environmental regulatory permitting and compliance consulting services. As the WSIP evolved, ECO, Inc.'s contract was amended seven times, with the last amendment expiring on December 31, 2013. ECO, Inc. has fulfilled the scope of all contract work required and provided all the specified deliverables. ECO, Inc. provided competent and timely services relating to the Facility Planning Phases, Design Phase, Construction Phase, and Post-Construction Phase of the WSIP.

The required compensatory wetland mitigation was of significant relevance to the WSIP. ECO, Inc. was highly involved in the mitigation process throughout all of the aforementioned WSIP phases and provided the following services:

- **Prepared NEPA-Environmental Information Document for WSIP Revolving Loan Fund**
- **Participated in public meetings, environmental exposition, and workshops to inform the public of the expected environmental benefits/effects of proposed WSIP**
- **Obtained all WSIP environmental regulatory permits**
- **Identified environmental features for entire WSIP**
- **Completed wetland delineations/restoration/404 permitting process for 26 wetlands & 86 stream crossings**
- **Characterized mitigation site baseline conditions**

- **Wetland preliminary mitigation planning and conceptual design**
- **Initial 404 permitting, mitigation site selection process, Mitigation Plan development**
- **Designed mitigation site ecological features**
- **Developed mitigation site deed-restrictive covenant**
- **Coordination and processing of required Contingency Plan and Financial Assurances for mitigation site**
- **Developed mitigation site monitoring protocol**
- **Conducted annual mitigation monitoring/submit reports to Corps (2007-2013)**
- **Developed/refined/coordinated annual mitigation site adaptive management (2006-2014)**
- **Developed environmental specifications for Bid Documents for 24 construction contracts**
- **Developed environmental specifications for Bid Documents for wetland mitigation site**
- **Construction Phase Regulatory Compliance Evaluations**
- **Training of 24 Contractors for environmental regulatory compliance**

For nine years, ECO, Inc. has managed ecological restoration activities at the City of Fayetteville's Woolsey Wet Prairie Sanctuary; transforming a severely degraded remnant prairie from 47 plant species to 432 plant species over a nine-year span, with no seeding. Eight of the plant species that re-appeared from the relict seed bank are listed as "species of concern" by Arkansas Department of Natural Heritage.

ECO, Inc. has experience, expertise, and/or a working knowledge of:

- **Adaptive management for the ecological restoration of wetlands and prairies, including prescribed burning, herbicide selection and use, mowing, hydrology controls**
- **Wetland mitigation design and construction**
- **Wetland mitigation site monitoring, including plant species identification and inventories**
- **Development and evaluation of wetland mitigation soils, hydrology, and vegetation performance standards**
- **Development of Wetland Mitigation Plans**
- **Mitigation bank regulations codified at Corps 33 Code of Federal Regulations (CFR) Parts 325 and 332 and the US EPA 40 CFR Part 230**
- **Assessment of Wetland Function and Value using Charleston Method adopted by the Little Rock District Corps of Engineers**
- **Conducting wetland delineations following the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region.**
- **EPA and Corps proposed rule on 03/25/2014 and 03/24/2014, respectively, for clarification of jurisdictional waters of the United States.**

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT FOR 2014 IN THE AMOUNT OF \$33,000.00

WHEREAS, Environmental Consulting Operations, Inc. (ECO) developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the Wastewater System Improvement Project; and

WHEREAS, under the supervision of ECO, contractors working for the City completed over \$135 million in work without a single permit violation; and

WHEREAS, ECO also designed the wetlands mitigation site that was required by the Corps of Engineers.

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 finds that such circumstances constitute an exceptional situation where competitive bidding is deemed not feasible or practical, and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to execute an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR**

**WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS Agreement, dated April 20, 2014 is made by and between CITY OF FAYETTEVILLE, ARKANSAS, acting by and through its Mayor (hereinafter called CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED (hereinafter called ECO) with offices located in Benton, AR.

WHEREAS, CITY established Woolsey Wet Prairie Sanctuary as part of wetland compensatory mitigation requirements under Section 404 Permit 14207 issued by the U.S. Army Corps of Engineers Little Rock District (Corps). The 41.65-acre mitigation site was constructed to offset the permanent alteration of 7.92 acres of wetlands from construction of the CITY's Wastewater Systems Improvement Project (WSIP). Ecological restoration activities via the use of an adaptive management strategy have restored the site to its original tall grass wetland prairie ecosystem that had been degraded for over a century. Recognizing that the site is a unique ecological and recreational resource, and due to Corps regulatory requirements to manage and maintain the wetland compensatory mitigation in perpetuity, it is the CITY's intent to maintain and monitor ecological adaptive management activities at Woolsey Wet Prairie to assure that the site continues to meet ecological performance standards, hereinafter referred to as PROJECT.

WHEREAS, CITY has requested the scope of ECO's services to include PROJECT ecological monitoring and adaptive management environmental consulting services due to ECO's previous site-specific experience with planning, design, construction, management, monitoring, and regulatory requirements; and

WHEREAS, ECO agrees to provide scope of services described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, CITY and ECO, the parties hereto, stipulate and agree that the Agreement for Environmental Consulting Services is hereby executed in the following particulars:

ECO shall serve as CITY's environmental consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of ECO's services. Applicable services shall be performed under the direction of an environmental professional qualified in the particular field.

1.0 - AUTHORIZATION OF SERVICES

1.1 Services on assignment contained herein shall be undertaken upon written authorization of CITY and agreement of ECO.

- 1.2 ECO shall be authorized to perform environmental consulting services in connection with the PROJECT, as hereinafter stated, which shall include normal environmental consulting services incidental thereto.
- 1.3 The environmental consulting services to which this Agreement applies are a part of the PROJECT. ECO shall be authorized to coordinate activities and services with CITY and CITY'S Contractors, and applicable other parties that CITY may contract with for professional services as a part of the PROJECT.
- 1.4 Assignments may include services described hereafter as Basic Services or as Additional Services of ECO.
- 1.5 Changes, modifications or amendments in scope, price, or fees to this Agreement shall not be allowed without a formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, costs, fees, or delivery schedule.

2.0 - BASIC SERVICES OF ECO

NOW THEREFORE, CITY and ECO agree that ECO shall provide environmental consulting services for City for PROJECT, as follows:

2.1 Part A - Project Administration And Management

a) ECO shall provide the following in association with PROJECT described herein:

- General administration and project management activities;
- Perform project initiation activities;
- Provide environmental regulatory and technical information to CITY and CITY Contractors;
- Meet with CITY and CITY Contractors for information exchange, goal setting, setting timelines, reviewing management strategies and action items;
- Perform ECO's internal project control including budgeting, scheduling, and quality control activities.

b) Part A applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part A services beyond 2014.

2.2 Part B- Annual Ecological Restoration Monitoring of Existing Mitigation Site

a) ECO, Inc. shall conduct qualitative monitoring activities twice annually. The spring monitoring event is typically conducted in June and the fall monitoring event is typically conducted in October or November. The scope shall include maintaining cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled. The total plant species richness is to be observed and documented for

each of the wetland cells, and the total mitigation site plant species richness is to be documented and maintained in a historical comprehensive site plant species list.

- b) The locations of concentrated stands of non-native plant species are to be recorded on maps of each of the wetland cells. The locations of rare Arkansas Natural Heritage Commission tracking plant species are to be recorded on maps of each of the wetland cells.
- c) Subsequent to the fall monitoring event, an annual monitoring report shall be developed that is consistent with historical monitoring, management and reporting activities at the site. The report shall document annual monitoring activities and observations, and shall be developed in a format to be used for site adaptive management purposes. Copies of the annual report are to be provided to CITY and CITY's Contractors associated with management of site.
- d) Part B applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2014.

2.3 Part C - Annual Adaptive Management Strategy of Existing Mitigation Site

- a) ECO's scope shall include continued development and implementation of an annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning. ECO will make several site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control. ECO shall oversee selection, scheduling, and coordination of site adaptive management activities and provide guidance pertaining to site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of site.
- b) ECO will provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of site for the purpose of implementation of site management activities that are compliant with site permanent protection measures and restrictions specified in the CITY's Section 404 permit. ECO shall document and maintain records of adaptive management activities implemented at the site and the date of use.
- c) The plant species community at the existing mitigation site evolves on a seasonal basis throughout the growing season and various non-native invasive plant species may emerge and flourish at various times within the growing season. This may vary significantly from year to year. Consequently, it is necessary to continue to make adjustments to the timing and type of vegetation management to be implemented. In general, the types of vegetation management tools include, but are not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species.

- d) ECO will utilize wetland cell maps showing locations of concentrated stands of non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities.
- e) ECO shall develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species.
- ECO shall schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native invasive plant species at specific locations and document herbicide effectiveness.
 - ECO shall coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species.
- f) ECO shall develop burn specifications that clearly identify prescribed Burn Contractor responsibilities, as a part of CITY's informal bid process. The burn specifications shall identify:
- Site preparation prior to commencement of prescribed burn.
 - Notifications prior to commencement of prescribed burn.
 - Burn Contractor responsibilities for implementing measures to keep prescribed fire contained and not escape to non-target areas.
 - Burn Contractor responsibilities for evaluating conditions under which a prescribed burn is to be conducted.
 - Burn Contractor responsibilities for required equipment and trained personnel to conduct the burn.
 - Burn Contractor responsibilities for post-burn "mop up" requirements to assure all embers and sparks are fully extinguished.
 - Burn Contractor responsibilities for conformance with state laws, notifications, and specifications pertaining to the activity.

ECO shall coordinate, schedule, and observe the prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications pertaining to the activity.

- g) Part C applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2014.

2.4 Part D - Development of Credit Tracking Ledger for Surplus Wetland Credits

- a) After several years of monitoring at the mitigation site, ECO observed that the site had achieved a surplus of wetland credits above those required by CITY's Section 404 permit to offset the permanent alteration of wetlands from construction of CITY's WSIP.

In May of 2013, ECO started the process of getting CITY's 404 permit compensatory

mitigation requirements modified to reflect the actual WSIP permanent alterations to wetlands and reduce the number of wetland credits required for compensatory mitigation. ECO met with the Corps to discuss CITY's use of the surplus credits. On September 30, 2013, CITY received correspondence from the Corps stating that the 20.90 surplus wetland credits could be used to mitigate for wetland impacts generated by the City of Fayetteville within the Illinois River watershed, HUC 11110103.

In summary, CITY can use the surplus wetland credits for future CITY infrastructure improvements that involve permanent alterations to wetlands, but cannot sell the surplus credits to outside parties.

It is anticipated that the remaining surplus credits will be used for a multitude of CITY infrastructure projects that will require Corps approval. Consequently, there is a need for CITY to develop a tracking system to maintain an accounting of the use and balance of surplus credits. Formal procedures for development of such a credit accounting system are specified in Title 33 of the Code of Federal Regulations, Part 332.8, as follows:

Accounting procedures must be developed for mitigation banks, and have a provision requiring the sponsor to establish and maintain a ledger to account for all credit transactions. Each time an approved credit transaction occurs, the sponsor must notify the Corps.

The sponsor must compile an annual ledger report showing the beginning and ending balance of available credits and permitted impacts for each resource type, all additions and subtractions of credits, and any other changes in credit availability. The ledger report must be submitted to the Corps as a part of the administrative record for the surplus credits.

b) ECO shall:

- Review applicable 33 CFR Part 332.8 regulations pertaining to wetland credit accounting procedures,
- Develop a draft ledger to include original surplus credits and credit debits from Van Asche Improvements,
- Prepare write up and confer with City regarding surplus credit accounting and reporting procedures,
- Confer with Corps regarding surplus credit accounting and reporting procedures and get concurrence on draft ledger,
- Prepare annual credit balance report for submittal to Corps at end of 2014.

c) Part D applies to May through December 2014. It is unknown at the current time whether or not Part D services will be necessary for January through December 2015. This will be a function of whether or not surplus credit transactions occur during 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2014.

3. - COMPENSATION

3.1 For the Basic Services of ECO described herein, CITY agrees to pay ECO the sum specified below on the Tables 1 and 2 Cost Detail Tables. The total payment shall be a lump sum “not to exceed” amount of **EIGHTY THREE THOUSAND SEVEN HUNDRED AND SIXTY SIX U.S. DOLLARS (\$83,766.00)**.

Table 1 - 2014 Cost Detail

Basic Services of ECO	Fee Estimate
Part A - Project Administration And Management	\$ 950.00
Part B- Annual Ecological Restoration Monitoring	\$18,400.00
Part C - Annual Adaptive Management Strategy	\$10,410.00
Part D - Development of Surplus Wetland Credit Tracking Ledger	\$ 3,240.00
TOTAL	\$33,000.00

Table 1 - 2015 Renewal Option Cost Detail

Basic Services of ECO	Fee Estimate
Part A - Project Administration And Management	\$ 1,723.00
Part B- Annual Ecological Restoration Monitoring	\$20,633.00
Part C - Annual Adaptive Management Strategy	\$28,410.00
Part D - Development of Surplus Wetland Credit Tracking Ledger	unknown
TOTAL	\$50,766.00

3.2 Fees will be charged on a labor and expenses basis that may not involve any specific allocation to any given Part.

3.3 Agreement will automatically renew for additional 1-year terms upon mutual agreement by both CITY and ECO. CITY may consider annual adjustment of prices and fees limited to an annual adjustment of prices and fees for the remaining terms. Such adjustment must be requested in writing, not less than sixty (60) days prior to the end of the current term. Contract renewals are subject to budget availability.

3.4 For the Scope of Services during the PROJECT described herein, CITY shall pay ECO the sum of the following:

- For time expended by personnel, payment at the ECO standard hourly rates. Such rates include overhead and profit and maybe revised annually.
- For outside expenses incurred by ECO, such as authorized travel and subsistence, including food, lodging, commercial services, and incidental expenses, the cost to ECO plus 10% administrative and processing fee.

3.5 Monthly statements for each calendar month shall be submitted to CITY consistent with ECO’s normal billing schedule. Statements for each calendar month will be submitted in electronic format simultaneously to CITY, followed by signed original document to CITY via US Postal Service. If any portion of ECO’s statement is disputed by CITY,

the undisputed portion shall be paid by CITY by the due date. CITY shall advise ECO in writing of the basis for any disputed portion of any statement.

4. - GENERAL CONSIDERATIONS

- 4.1 During the course of performance of Professional Services described herein, ECO shall maintain (in United States Dollars) the minimum insurance coverage indicated in attached insurance certificate.
- 4.2 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should ECO establish and CITY agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed. Changes, modifications or amendments in scope, price or fees to this Contract shall not be allowed without formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost, fees, or delivery schedule.
- 4.3 If authorized in writing by CITY Mayor and the City Council and agreed to in writing by ECO, ECO shall furnish or obtain from others Additional Services upon request that are not considered normal or customary Basic Services.
- 4.4 This Agreement constitutes the entire agreement between CITY and ECO and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. This Agreement shall not be modified except in writing signed by and duly authorized representative of the CITY and ECO.
- 4.5 ECO has no control of any regulatory control authority's subjectiveness in regulatory interpretations, the dynamics of environmental regulations, nor the retroactiveness thereof. Additionally, ECO has no control over any actions taken by CITY Contractor's and is therefore not responsible for maintaining compliance with terms and conditions of any environmental regulatory requirement. Observations and recommendations made by ECO in no way guarantees or warranties compliance with environmental regulatory requirements.
- 4.6 Documents, drawings, and specifications prepared by ECO as part of the Scope of Services shall become the property of CITY when ECO has been compensated for all Services rendered, however, ECO shall have the unrestricted right to their use. ECO shall retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope of Services by ECO shall remain the property of ECO.

The CITY and ECO intending to be legally bound, indicate their approval of this Agreement by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

By: Bruce Shackleford
Bruce Shackleford, President

Date: April 20, 2014

CITY OF FAYETTEVILLE

By: Lionel Jordan
Lionel Jordan, Mayor

Date: 5-8-2014

ATTEST:

By: Sondra E. Smith
Sondra E. Smith, City Clerk/Treasurer

Date: 5-8-14

End of April 20, 2014 Agreement for Environmental Consulting Services





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049	CONTACT NAME: Jayne Stallmann	
	PHONE (A/C No. Ext): (501) 778-9162 FAX (A/C No): (501) 778-0533 E-MAIL ADDRESS: jstallmann@thomasins.net	
INSURED Environmental Consulting Operations, Inc. 17724 Interstate 30 Suite 5A Benton AR 72019	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Peerless Indemnity Ind. Co	18333
	INSURER B: Cameron Insurance Company	15725
	INSURER C: America First Insurance	12696
	INSURER D: The Netherlands Ins. Co.	
	INSURER E: Westchester Fire	

COVERAGES CERTIFICATE NUMBER: **13/14 Master** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP8777430	5/10/2013	5/10/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 4,000,000			PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY			CA800150P	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CU8774331	5/10/2013	5/10/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8777830	5/10/2013	5/10/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			G24136735002	5/10/2013	5/10/2014	Contractors Pollu Liab Agg 2,000,000 Contractors Pollu Liab Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Bill McKee/JAYME <i>Bill McKee</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049	CONTACT NAME: Carol Alexander PHONE (A/C No. Ext.): (501) 778-9162 FAX (A/C No.): (501) 778-0531 E-MAIL ADDRESS: calexander@thomasins.net	
	INSURER(S) AFFORDING COVERAGE	
INSURED Environmental Consulting Operations, Inc. 17724 Interstate 30 Suite 5A Benton AR 72019	INSURER A: Peerless Indemnity Ind. Co	NAIC #: 18333
	INSURER B: Cameron Insurance Company	15725
	INSURER C: America First Insurance	12696
	INSURER D: The Netherlands Ins. Co.	
	INSURER E: Westchester Fire	

COVERAGES

CERTIFICATE NUMBER: Master 2014/2015

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BOP8777430	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 4,000,000
B	AUTOMOBILE LIABILITY		CA8001501	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CU8774331	5/10/2014	5/10/2015	Medical payments \$ 5,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC8777830	5/10/2014	5/10/2015	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E	Professional Liability		BINDER/PROFESSIONAL	5/10/2014	5/10/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Contractors Poll. Liab Agg 2,000,000
						Contractors Poll. Liab Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

Bill McKee/CALEX

**AMENDMENT NO. 1
TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS AMENDMENT NO. 1 to the Agreement For Professional Environmental Consulting Services, dated May 8, 2014 (the “Agreement”), by and between CITY OF FAYETTEVILLE, ARKANSAS (CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO) for environmental consulting services in connection with monitoring and ecological adaptive management of CITY’s wetland mitigation site (Site) known as Woolsey Wet Prairie is made and entered into for purposes of continuity of Site wetland habitat status in order to maintain surplus wetland credits generated at Site and due to Corps of Engineers (Corps) regulatory requirements to manage and maintain wetland compensatory mitigation in perpetuity to assure Site continues to meet ecological performance standards.

WHEREAS, this **AMENDMENT NO. 1** is a renewal of the Agreement that included a provision for automatic renewal of ECO’s annual Scope of Services beyond 2014 for additional 1-year terms upon mutual agreement by both CITY and ECO. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the CITY and ECO. All work to be performed prior to issuance of Amendment has been completed.

NOW THEREFORE, the CITY and ECO agree to amend the Agreement for ECO’s Scope of Services as follows:

1. Part A - Project Administration And Management

- a) General administration and project management activities;
- b) Perform project initiation activities;
- c) Provide environmental regulatory and technical information to CITY and CITY Contractors;
- d) Meet with CITY and CITY Contractors for information exchange, goal and timeline setting, reviewing management strategies and action items;
- e) Perform internal project control including budgeting, scheduling, and quality control;
- f) Part A applies to January through December 2015. ECO’s renewal of annual Scope of Services will be reviewed by the City Council and amended upon approval for renewal of Part A services beyond 2015.

2. Part B - Annual Ecological Restoration Monitoring

- a) Conduct qualitative monitoring activities twice annually to maintain cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled;
- b) Observe and document total plant species richness for each wetland cell and the total mitigation Site in historical comprehensive plant species lists;
- c) Record locations of concentrated stands of non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species on wetland cell maps;
- d) Develop 2015 Woolsey Wet Prairie Adaptive Management Strategy & Monitoring Report No. 9 that is consistent with historical monitoring and management activities at Site in a format to be used for Site adaptive management purposes;
- e) Part B applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2015.

3. Part C - Annual Adaptive Management Strategy

- a) Continued development and implementation of annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning;
- b) Make Site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control;
- c) Oversee selection, scheduling, and coordination of Site adaptive management activities and provide guidance pertaining to Site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of Site;
- d) Provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of Site for the purpose of implementation of Site management activities that are compliant with Site permanent protection measures and restrictions specified in the CITY's Section 404 permit;
- e) Document and maintain records of adaptive management activities implemented and the date of use;
- f) Make adjustments, as necessary, to timing and type of vegetation management to be implemented including, but not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species;
- g) Utilize wetland cell maps showing locations of concentrated stands of non-native plant

species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities;

- h) Develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species;
- i) Schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native invasive plant species at specific locations and document herbicide effectiveness;
- j) Coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species;
- k) Develop burn specifications that clearly identify prescribed Burn Contractor responsibilities as a part of CITY's informal bid process. that identify: Site preparation, notifications, and Burn Contractor responsibilities;
- l) Coordinate, schedule, and observe prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications;
- m) Part C applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2015.

4. Part D - Update Credit Tracking Ledger for Surplus Wetland Credits

- a. Site has generated surplus of wetland credits above those required by CITY's Section 404 permit for compensatory mitigation. CITY has received Corps approval to use wetland credits to mitigate for wetland impacts caused by the CITY's infrastructure improvement projects within Illinois River watershed, HUC 11110103;
- b. Under the 2014 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Van Asche Extension Project for submittal to Corps;
- c. It is unknown at the current time, whether or not Part D services will be necessary for January through December 2015, and will be a function of whether or not surplus credit transactions occur. Should 2015 wetland credit transactions occur, ECO shall update wetland credit ledger accordingly for submittal to Corps at the end of 2015;
- d. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2015.

5. COMPENSATION

- a) For the amended Scope of Services described herein, CITY agrees to pay ECO the sum specified below on Cost Detail Table. The total payment shall be a lump sum “not to exceed” amount of **FIFTY THOUSAND SEVEN HUNDRED AND SIXTY SIX U.S. DOLLARS (\$50,766.00)**.


Amendment No. 1 - 2015 Cost Detail

Amended ECO Scope of Services	Fee Estimate
Part A - 2015 Project Administration And Management	\$ 1,723.00
Part B - 2015 Annual Ecological Restoration Monitoring	\$20,633.00
Part C - 2015 Annual Adaptive Management Strategy	\$28,410.00
Part D - 2015 Update Surplus Wetland Credit Tracking Ledger	\$ 0.00
TOTAL	\$50,766.00

The CITY and ECO intending to be legally bound, indicate their approval of this AMENDMENT No. 1 by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

CITY OF FAYETTEVILLE

By: 
Bruce Shackleford, President

By: _____
Lioneld Jordan, Mayor

Date: January 20, 2015

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

Date: _____

End of January 20, 2015 Amendment No. 1 for Environmental Consulting Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049	CONTACT NAME: Carol Alexander	
	PHONE (A/C, No, Ext): (501) 778-9162	FAX (A/C, No): (501) 778-0533
E-MAIL ADDRESS: calexander@thomasins.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Peerless Indemnity Ind. Co		18333
INSURER B: Cameron Insurance Company		15725
INSURER C: America First Insurance		12696
INSURER D: The Netherlands Ins. Co.		
INSURER E: Westchester Fire		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Master 2014/2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP8777430	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY			CA8001501	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	CU8774331	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8777830	5/10/2014	5/10/2015	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			BINDER/PROFESSIONAL	5/10/2014	5/10/2015	Contractors Pollu Liab Agg 2,000,000
							Contractors Pollu Liab Occurr 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Bill McKee/CALEX <i>William McKee</i>