

City of Fayetteville Staff Review Form

2015-0035

Legistar File ID

2/3/2015

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

Chris Brown

1/16/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an Agreement with the University of Arkansas for Utility Relocations on Highway 112 (Maple Street) between Razorback Road and Garland Avenue

Budget Impact:

06035.9555.5809.00		Sales Tax 2013 Street Improvements	
<hr/> Account Number		<hr/> Fund	
06035		Transportation Bond Street Improvements	
<hr/> Project Number		<hr/> Project Title	
Budgeted Item?	<u>Yes</u>	Current Budget	\$ 16,571,673.55
		Funds Obligated	\$ -
		Current Balance	\$ 16,571,673.55
Does item have a cost?	<u>No</u>	Item Cost	
Budget Adjustment Attached?	<u>NA</u>	Budget Adjustment	
#		Remaining Budget	\$ 16,571,673.55

V20140710

Previous Ordinance or Resolution # 15-03; 16-03

Original Contract Number: _____

Approval Date: _____

Comments: Payment for this work will be made to the AHTD, not directly to the University, per the agreement with AHTD approved by Resolution 15-03. No funds should be encumbered in favor of the University of Arkansas for this item.



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 3, 2015

TO: Mayor and City Council

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

FROM: Chris Brown, City Engineer

DATE: January 15, 2015

SUBJECT: Agreement with the University of Arkansas for Utility Relocations on Highway 112 (Maple Avenue) Between Razorback Road and Garland Avenue

RECOMMENDATION:

Staff recommends approval of an agreement with the University of Arkansas for utility relocations on Highway 112 as part of the widening project between Razorback Road and Garland Avenue. This agreement will be paid with federal aid funds (80%) and City matching funds (20%).

BACKGROUND:

City Council passed Resolution No. 15-03 on February 4, 2003, approving an Agreement Of Understanding with the Arkansas Highway and Transportation Department (AHTD) to design and construct Highway 112 (Razorback Road and Maple St.) from MLK Jr. Blvd. to Garland Avenue. The Council also passed Resolution 16-03 authorizing the Mayor to sign any agreements necessary to further the project. This project will provide 4 travel lanes, with turning lanes at major intersections, and three new signals. Sidewalks will be provided on both sides. The original agreement was for a federal aid funding amount of \$1 million. The agreement has been amended twice to add additional funding through the Surface Transportation Program-Attributable Funds (STP-A). The current funding allocation, in the amount of \$2.4 million in federal aid funds matched by \$600,000 in local funds, is for the Maple Street portion, between Razorback Road and Garland Avenue.

DISCUSSION:

The AHTD has presented the City with contracts for relocation of utilities, based on their Utility Accommodation Policy. Their policy provides for reimbursement to utility companies when they are located within private easements, outside of the highway right of way. Any facilities within the right of way must be relocated at the utility's expense. With this particular contract, approximately 54% of the relocations are outside of the right of way; therefore the reimbursement percentage is 54.09%. This reimbursable amount is estimated to be \$167,382.51.

BUDGET/STAFF IMPACT:

As noted above, federal aid funding is providing 80% of the funding for this work; therefore, the City's share in the \$167,382.51 reimbursable amount is \$33,476.50. The reimbursable amount of the contract will be paid to the University of Arkansas by the AHTD, and the City will pay our share to the AHTD at the time of construction bids for the widening work. Payment for this work is included in the \$600,000 matching requirement for the project. Therefore, no funds should be encumbered at this time for this work.

Attachments:

UofA Agreement

Resolution 15-03

Resolution 16-03

AHTD STIP Amendment (Federal Aid Funding Approval)

CITY-UTILITY RELOCATION AGREEMENT
Between
The City of Fayetteville
And
The University of Arkansas

Project No. 040582 Location Razorback Rd. – Garland
FAP STPU-9142(35) Ave. (Hwy. 112)(Fayetteville)(S)

THIS AGREEMENT, made and entered into _____ day of
January, 20 15, by and between the **City of Fayetteville, Arkansas**, acting by and through its duly authorized officials, hereinafter referred to as the "City", and the **University of Arkansas of Fayetteville, Arkansas** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner".

The City 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 City has requested that the Arkansas State Highway and Transportation Department assist the City by providing technical assistance for cost estimate and plan approval, for making the contractual arrangements between City and Owner, and for processing payment for reimbursement.

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 Exhibit A on Page 4

The required adjustment is **54.09%** eligible for reimbursement for the **actual cost** which is estimated to be **\$309,451.86** of which **\$167,382.51** is to be paid by the City/Department and **\$142,069.35** is to be borne by Owner.

(1) FHWA PORTION **80.00%** (2) CITY PORTION **20.00%**
(3) STATE PORTION **0.00%**

Owner will not commence work until authorized by the City/Department and will then endeavor to begin within 5 days and complete within 90 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.

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

(2) 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.

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

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 arising out of Owner's obligations pursuant to this agreement.

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

To the extent applicable to this agreement, the Owner shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The Owner is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet Buy America requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

Owner shall save the City/Department, its officers and employees harmless in all circumstances.

Notwithstanding anything hereinbefore written, neither the Owner nor the City 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

University of Arkansas

Name

Name



Title

Timothy J. O'Donnell
Interim Vice Chancellor for Finance and
Administration

Board of Trustees of the University of Arkansas
acting for and on behalf of The University of Arkansas,
Fayetteville

EXHIBIT A

Adjust communications facilities to clear highway construction by abandoning approximately 1,320 feet of buried copper cable and 1,320 feet of buried fiber optic cable complete with appurtenances. Restore service by installing approximately 1,529 feet of buried copper cable and 2,145 feet of buried fiber optic cable complete with appurtenances. Of the 2,640 linear feet of cable to be abandoned, 1,428 linear feet is located on private easement; therefore, this work is $1,428 / 2,640 = 54.09\%$ reimbursable.

This work is to be accomplished with company and continuing contract forces.

Summary of Cost

Construction	\$ 264,384.12
Labor, Company Forces	\$ 5,337.74
Construction Management	\$ 10,030.00
Construction Engineering	\$ 29,700.00
TOTAL COST	\$ 309,451.86

Reimbursable Cost $\$309,451.86 \times 54.09\% = \$167,382.51$

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration (FHWA)

RELATIVE TO

Widening Hwy. 112 from Hwy. 180 (6th Street) to Garland Avenue (hereinafter called "the project") utilizing Federal-aid Surface Transportation Program (STP) funds.

WHEREAS, the Transportation Equity Act for the Twenty-first Century provides 80% Federal-aid funds to be matched with 20% local funds (cash match) for improvements to eligible routes, and

WHEREAS, the City of Fayetteville (hereinafter called "City") has expressed its desire to use Federal-aid funds for an eligible project and to provide necessary matching cash share for such funds, and

WHEREAS, each project phase will be funded as follows, subject to a limit of \$1,000,000 in Federal STP funding:

	<u>Federal %</u>	<u>State %</u>	<u>City %</u>
Preliminary Engineering:	0	100	0
Right-of-Way:	80	0	20
Utilities:	80	0	20
Construction:	80	0	20
Construction Engineering:	80	0	20

, and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions or any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement, and

WHEREAS, the City understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will adhere to the General Requirements for Recipients and Sub-recipients Concerning Minority Business Enterprises as stated on Attachment A,

IT IS HEREBY AGREED that the City and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Transmit to the Department a signed and sealed copy of the Resolution (Attachment B) from the City Council which requests the project and authorizes the Mayor to execute contracts with the Department.
2. Upon request, submit to the Department \$35,000.00 before preliminary engineering by the Department begins.
3. Be responsible for the 20% match for the cost of construction, construction engineering, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities. **NOTE: The maximum amount of Federal STP funding available for this project is \$1 million.**
4. Be responsible for 100% of all right-of-way, utility, construction and construction engineering costs not provided by the Federal Highway Administration.
5. Submit a letter to the Right of Way Division of the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the City will assume or (2) requests that the Department handle some or all of these services.
6. Be responsible for 100% of all right-of-way and utility costs incurred should the City not enter into the construction phase of the project.
7. Submit to the Department the local matching share of the total estimated cost before the project is awarded to contract.
8. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
9. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds and for project construction supervision.
2. Be responsible for 100% of the cost of developing plans and specifications for the project.
3. When requested, provide the necessary services relative to right-of-way acquisition, appraisal, relocation, and utility adjustments and will be reimbursed for costs involved in performing these services.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's gasoline tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 4~~th~~ day of

February ~~2002~~
2003

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT

CITY OF
FAYETTEVILLE

Dan Flowers
Director of Highways and Transportation

Dan Coody
Dan Coody
Mayor

**GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING MINORITY BUSINESS ENTERPRISES**

It is the policy of the U. S. Department of Transportation that minority business enterprises (MBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.

The recipient or its contractor agrees to ensure that MBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that MBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in Subsection 23.43(a) shall constitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

*file w/Res
15-03*

MICROFILMED
ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000



May 5, 2003

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

RECEIVED
MAY 07 2003
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

The Honorable Dan Coody
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Job 040418
F.A.P. STP-9142(14)
Hwy. 180-Garland Ave.
(Hwy. 112) (Fayetteville) (S)
Washington County

Dear Mayor Coody:

As referenced above, State and Federal-aid numbers have been assigned for the City's Federal-aid project. Enclosed is your copy of the executed Agreement of Understanding.

As previously discussed, due to the backlog of projects programmed and limited funding, it will be several years before construction can begin. We will postpone requesting the City's initial deposit of \$35,000 until prior to beginning preliminary engineering.

If you have any questions, please contact Steve Morgan in our Programs and Contracts Division at (501) 569-2261.

Yours truly,

Robert L. Walters
Chief Engineer

Enclosure

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration (FHWA)

RELATIVE TO

Widening Hwy. 112 from Hwy. 180 (6th Street) to Garland Avenue (hereinafter called "the project") utilizing Federal-aid Surface Transportation Program (STP) funds.

WHEREAS, the Transportation Equity Act for the Twenty-first Century provides 80% Federal-aid funds to be matched with 20% local funds (cash match) for improvements to eligible routes, and

WHEREAS, the City of Fayetteville (hereinafter called "City") has expressed its desire to use Federal-aid funds for an eligible project and to provide necessary matching cash share for such funds, and

WHEREAS, each project phase will be funded as follows, subject to a limit of \$1,000,000 in Federal STP funding:

	<u>Federal %</u>	<u>State %</u>	<u>City %</u>
Preliminary Engineering:	0	100	0
Right-of-Way:	80	0	20
Utilities:	80	0	20
Construction:	80	0	20
Construction Engineering:	80	0	20

, and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions or any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement, and

WHEREAS, the City understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will adhere to the General Requirements for Recipients and Sub-recipients Concerning Minority Business Enterprises as stated on Attachment A,

IT IS HEREBY AGREED that the City and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Transmit to the Department a signed and sealed copy of the Resolution (Attachment B) from the City Council which requests the project and authorizes the Mayor to execute contracts with the Department.
2. Upon request, submit to the Department \$35,000.00 before preliminary engineering by the Department begins.
3. Be responsible for the 20% match for the cost of construction, construction engineering, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities. **NOTE: The maximum amount of Federal STP funding available for this project is \$1 million.**
4. Be responsible for 100% of all right-of-way, utility, construction and construction engineering costs not provided by the Federal Highway Administration.
5. Submit a letter to the Right of Way Division of the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the City will assume or (2) requests that the Department handle some or all of these services.
6. Be responsible for 100% of all right-of-way and utility costs incurred should the City not enter into the construction phase of the project.
7. Submit to the Department the local matching share of the total estimated cost before the project is awarded to contract.
8. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
9. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

THE DEPARTMENT WILL:

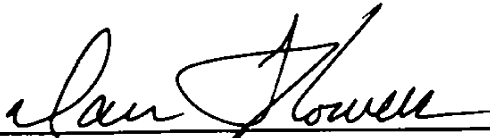
1. Be responsible for administering Federal-aid funds and for project construction supervision.
2. Be responsible for 100% of the cost of developing plans and specifications for the project.
3. When requested, provide the necessary services relative to right-of-way acquisition, appraisal, relocation, and utility adjustments and will be reimbursed for costs involved in performing these services.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's gasoline tax allotment.

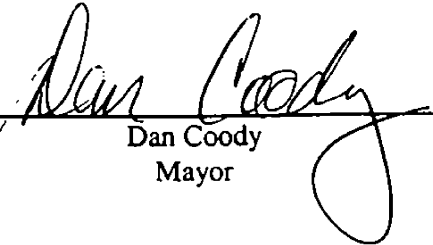
IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 4th day of February, 2002.
2003

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT



Dan Flowers
Director of Highways and Transportation

CITY OF
FAYETTEVILLE



Dan Coody
Mayor

**GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING MINORITY BUSINESS ENTERPRISES**

It is the policy of the U. S. Department of Transportation that minority business enterprises (MBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.

The recipient or its contractor agrees to ensure that MBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that MBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in Subsection 23.43(a) shall constitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Jim Beavers
Engineering Division

From: Clarice Buffalohead-Pearman *CBP*
City Clerk's Division

Date: 2/18/2003

Re: **Res. 15-03**

Attached you will find an executed copy of the above referenced resolution, passed by the City Council on February 4, 2003 approving the Agreement of Understanding with the AHTD for preliminary engineering services to widen Razorback Road. Also attached you will find the Agreement of Understanding with the mayor's signature. Please obtain Mr. Flowers' signature on the agreement. Upon the return of the agreement please make your division a copy of the agreement and return the original agreement to the city clerk's office.

Thank you for your cooperation, if anything else is needed please let the city clerk's office know.

/cbp

Attachments

cc: Nancy Smith, Internal Auditor

STAFF REVIEW FORM

- AGENDA REQUEST
- CONTRACT REVIEW
- GRANT REVIEW

For the Fayetteville City Council meeting of February 4, 2003

FROM:

<u>Jim Beavers</u> Name	<u>Engineering</u> Division	<u>CPE Services</u> Department
----------------------------	--------------------------------	-----------------------------------

ACTION REQUIRED:

1. Approval of a resolution to a cost share with the University of Arkansas to fund the preliminary engineering agreement with the Arkansas Highway and Transportation Department for preliminary engineering services relative to Razorback Road (Highway 112) from 6th Street (Highway 180) to Garland/Maple (Highway 112). The total costs of the agreement shall be \$35,000.00 with the City's share to be one-half totaling \$17,500.00.
2. Approval of the "Agreement of Understanding Between the City of Fayetteville and The Arkansas Highway and Transportation Department".
3. Approval of the "Federal-Aid Project Resolution" as submitted as "Attachment B" by the Arkansas Highway and Transportation Department.

COST TO CITY:

<u>\$ 17,500</u> Cost of this Request	<u>\$350,000</u> Category/Project Budget 2003	<u>Street Impvt</u> Category/Project Name
<u>4470.9470.5809.00</u> Account Number	<u>\$0</u> Funds Used To Date 2003	<u>Cost Shares</u> Program Name
<u>02116 - 10</u> Project Number	<u>\$332,500</u> Remaining Balance 2003	<u>Sales Tax</u> Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached


Budget Manager

Finance and Internal Services Director

CONTRACT/GRANT/LEASE REVIEW:

Masha Fattig 1/17/03
Accounting Manager Date

[Signature] 1/17/03
City Attorney Date

[Signature] 1/17/03
Purchasing Officer Date

GRANTING AGENCY:

Darcy Smith 1/17/03
Internal Auditor Date

ADA Coordinator Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

[Signature] 01-17-03
Division Head Date

Department Director Date

[Signature] 1-21-03
Finance and Internal Services Director

[Signature] 1-21-03
Chief Administrative Officer Date

[Signature] 2/8/03
Mayor Date

Cross Reference

New Item: Yes X No

Prev Ord/Res #:
Date

Orig Contract Date:

Orig Contract No:

STAFF REVIEW FORM

Description Razorback Road Agreement of Understanding

Meeting Date February 4, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

RESOLUTION NO. 16-03

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID MONIES FOR THE FOLLOWING CITY PROJECT: WIDENING HIGHWAY 112 (RAZORBACK ROAD) FROM HIGHWAY 180 (6TH STREET) TO GARLAND AVENUE

WHEREAS, the City of Fayetteville understands Federal-aid Surface Transportation Program funds are available for certain local projects at the following federal participating ratios:

<u>Work Phase</u>	<u>Federal Share</u>	<u>State Share</u>	<u>City Share</u>
Preliminary Engineering	0%	100%	0%
Right-of-way	80%	0%	20%
Utilities	80%	0%	20%
Construction	80%	0%	20%
Construction Engineering	80%	0%	20%

City projects programmed but not let to contract

Right-of-way	0%	0%	100%
Utilities	0%	0%	100%

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 agrees that the City will participate in accordance with its designated responsibilities in this project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Dan Coody or his designee to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby pledges the City's full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED and APPROVED this the 4th day of February, 2003.



APPROVED:

By: Dan Coody
DAN COODY, Mayor

By: Sondra Smith
Sondra Smith, City Clerk



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Jim Beavers
Engineering Division

From: Clarice Buffalohead-Pearman *cbp*
City Clerk's Division

Date: 2/18/2003

Re: **Res. 16-03**

Attached you will find an executed copy of the above referenced resolution, passed by the City Council on February 4, 2003, expressing the city's willingness to utilize federal-aid monies for widening Razorback Road.

If anything else is needed please let the city clerk's office know.

/cbp

Attachments

cc: Nancy Smith, Internal Auditor

STAFF REVIEW FORM

- AGENDA REQUEST
- CONTRACT REVIEW
- GRANT REVIEW

For the Fayetteville City Council meeting of February 4, 2003

FROM:

<u>Jim Beavers</u>	<u>Engineering</u>	<u>CPE Services</u>
Name	Division	Department

ACTION REQUIRED:

1. Approval of a resolution to a cost share with the University of Arkansas to fund the preliminary engineering agreement with the Arkansas Highway and Transportation Department for preliminary engineering services relative to Razorback Road (Highway 112) from 6th Street (Highway 180) to Garland/Maple (Highway 112). The total costs of the agreement shall be \$35,000.00 with the City's share to be one-half totaling \$17,500.00.
2. Approval of the "Agreement of Understanding Between the City of Fayetteville and The Arkansas Highway and Transportation Department".
3. Approval of the "Federal-Aid Project Resolution" as submitted as "Attachment B" by the Arkansas Highway and Transportation Department.

COST TO CITY:

<u>\$ 17,500</u>	<u>\$350,000</u>	<u>Street Impvt</u>
Cost of this Request	Category/Project Budget 2003	Category/Project Name
<u>4470.9470.5809.00</u>	<u>\$0</u>	<u>Cost Shares</u>
Account Number	Funds Used To Date 2003	Program Name
<u>02116 - 10</u>	<u>\$332,500</u>	<u>Sales Tax</u>
Project Number	Remaining Balance 2003	Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

[Signature]
Budget Manager

Finance and Internal Services Director

CONTRACT/GRANT/LEASE REVIEW:

Masha Fattig 1/17/03
Accounting Manager Date

[Signature] 1/17/03
City Attorney Date

[Signature] 1/17/03
Purchasing Officer Date

GRANTING AGENCY:

Danny Smith 1/17/03
Internal Auditor Date

ADA Coordinator Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

[Signature] 01-17-03
Division Head Date

Department Director Date

[Signature] 1-21-03
Finance and Internal Services Director

[Signature] 1-21-03
Chief Administrative Officer Date

[Signature] 2/8/03
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:
Date

Orig Contract Date:

Orig Contract No:

STAFF REVIEW FORM

Description Razorback Road Agreement of Understanding

Meeting Date February 4, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF FAYETTEVILLE
TO UTILIZE FEDERAL-AID MONIES
FOR THE FOLLOWING CITY PROJECT:**

Widening Hwy. 112 from Hwy. 180 (6th Street) to Garland Avenue

WHEREAS, the City of Fayetteville understands Federal-aid Surface Transportation Program funds are available for certain local projects at the following federal participating ratios:

	<u>Work Phase</u>	<u>Federal Share</u>	<u>State Share</u>	<u>City Share</u>
	Preliminary Engineering	0%	100%	0%
	Right-of-Way	80%	0%	20%
	Utilities	80%	0%	20%
	Construction	80%	0%	20%
	Construction Engineering	80%	0%	20%
City projects programmed	Right-of-Way	0%	0%	100%
but not let to contract	Utilities	0%	0%	100%

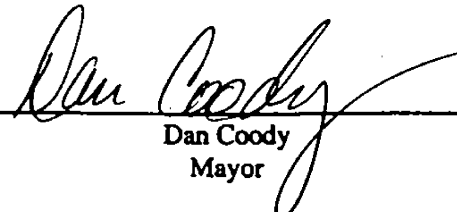
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS, THAT:

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: Mayor Dan Coody or his designee is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

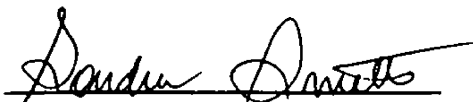
SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this 4th day of February, 2002.
2003



Dan Coody
Mayor

ATTEST:



(SEAL)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE/PUBLIC WORKS DEPARTMENT

TO: FAYETTEVILLE STREET COMMITTEE
Bob Davis, Chairman; Lioneld Jordan, Alderman; Don Marr,
Alderman; Robert Reynolds, Alderman

COPY: Mayor Dan Coody, Jim Beavers, Heather Woodruff, Hugh
Earnest, Terry Gulley, Tim Conklin

FROM: Greg Boettcher, Public Works Director

DATE: January 15, 2003

RE: Razorback Road Improvement Project
Federal-aid Surface Transportation Program

BACKGROUND

Representatives of the University of Arkansas met with Fayetteville City Administration in early 2002 to discuss the concept of improving Razorback Road from South Street north to the intersection of Garland Avenue and Maple Street. The University had developed a preliminary schematic of widening and wished to collaborate with the City on such capital improvement project. Since this improvement would connect two pending improvement projects (Razorback Road improvements from 15th to 6th Street and Garland Avenue Improvements from Wedington to Maple), it was deemed an essential link in a major transportation corridor. Also, since the road was under the jurisdiction of the Arkansas State Highway and Transportation Department (AHTD) as Highway 180, the improvement project could be eligible for state/federal assistance.

Mayor Coody has requested the AHTD to consider funding of this critical road improvement project due to its connectivity to other major corridors. On July 9, 2002, the AHTD responded to this request by forwarding an "Agreement of Understanding between the City of Fayetteville and the Arkansas State Highway and Transportation Department". On July 30, 2002, Mayor Coody advised the University of Arkansas of the AHTD participation agreement and requested that the University of Arkansas financially participate in and support this activity. A fax was received from the University on August 2, 2002 from Mr. Pederson confirming the 50-50 cost share on the preliminary engineering cost of \$35,000.00. Copies of the correspondence are attached.

RECOMMENDATION

It is recommended that the Fayetteville Street Committee approve the preliminary engineering activities on Razorback Road Improvement Project with the net cost to the City of Fayetteville being \$17,500.00. This agreement shall need to then proceed to the City Council for approval and authorization of the mayor's execution of the Agreement of Understanding.

FAYETTEVILLE

KAZORBACK RD

THE CITY OF FAYETTEVILLE, ARKANSAS

March 27, 2002

Mr. Dan Flowers, P.E.
Arkansas State Hwy. & Transportation Dept.
P.O. Box 2261
Little Rock, AR 72209

RE: Surface Transportation Program (STP)
Razorback Road (State Hwy. 265)
Fayetteville, Washington County, Arkansas

Dear Mr. Flowers,

Fayetteville's surface transportation system is becoming increasingly inadequate for the public's transportation needs. Continued community growth coupled with the unique demands of the University of Arkansas campus require infrastructure improvement projects that exceed local resources. To alleviate a pressing local transportation system deficiency, the City requests funding assistance for the improvement of Razorback Road, beginning at Sixth St. and continuing north to Garland Avenue. It is understood that the \$4 - 6 million project may obtain financial assistance under Arkansas Highway and Transportation Program (STP). Incorporation of the Razorback Road Project into the STP work plan is requested. In addition to providing a critically needed interior transportation corridor, this activity may provide long-term benefits by becoming an institutional drive of the University of Arkansas. Discussions with Don Pederson, Vice Chancellor of Finance at the University of Arkansas have confirmed this project to be a high priority for them, as it is for the City

The construction of this segment of Razorback Road is a crucial link between other transportation projects, and is essential for realization of full benefits from other projects. North of this project, the improvement of Garland Avenue, from Maple Street to Wedington Drive is nearing start of construction. South of this project, improvement of Razorback Road from Sixth Street to Fifteenth St. is scheduled; completion expected in the next two to three years. Full function and benefit of these transportation projects depends upon completion of the requested Razorback Road Improvements (see attached location map).

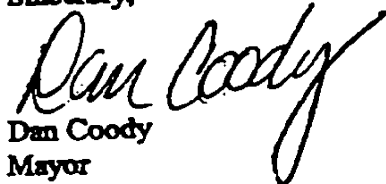
Fayetteville has placed a strong emphasis on local transportation needs and is securing a consultant to perform a comprehensive traffic study. This expected traffic

Dan Flowers
Arkansas Highway & Transportation Dept.
Page 2

analysis will further validate the need for Razorback Road Improvements as well as identify and prioritize other needs. It is requested that the Arkansas State Highway and Transportation Department include this middle segment of Razorback Road Improvements in its STP funding schedule, granting this need a high priority.

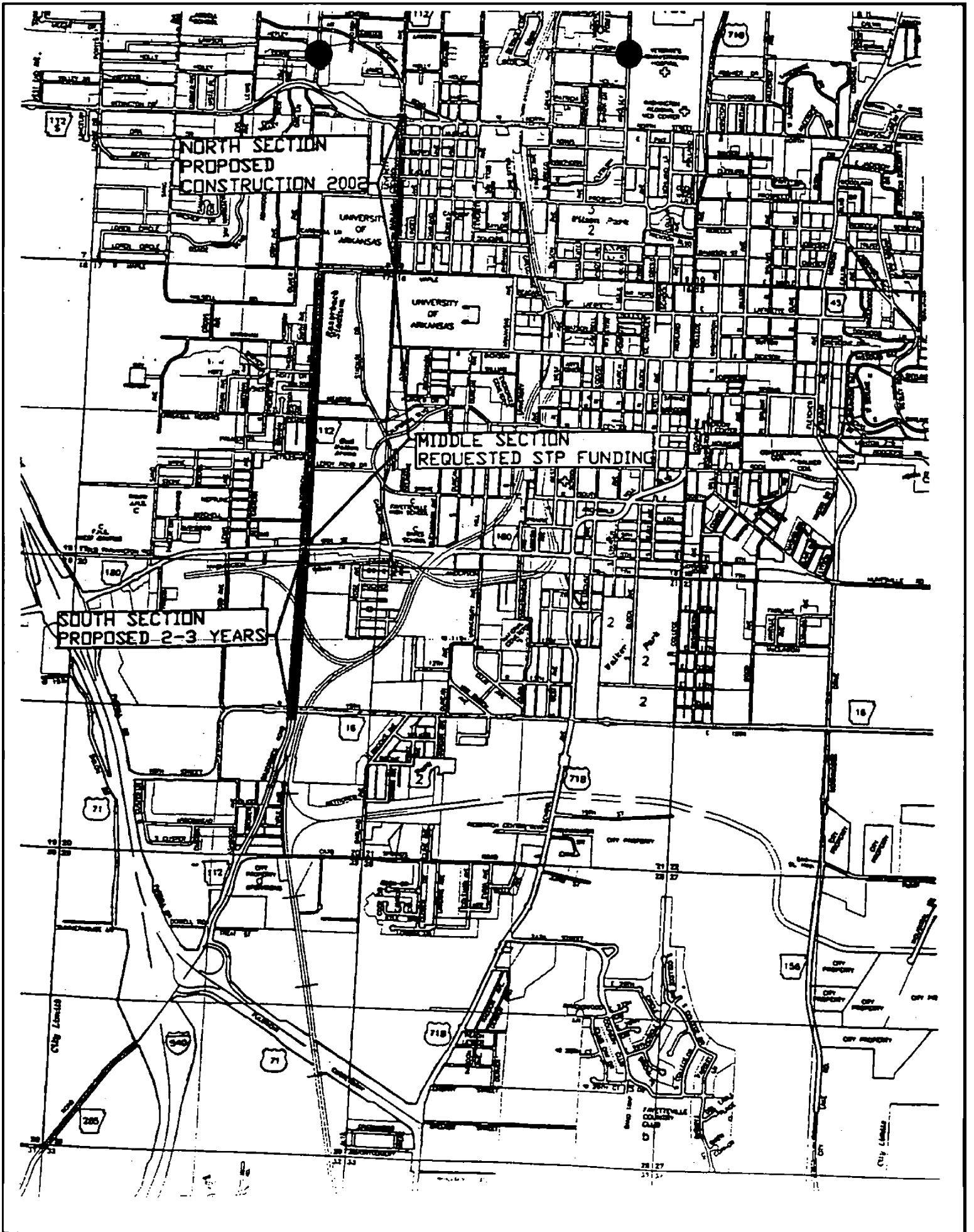
Should there be any questions, or if additional information is needed, please don't hesitate to contact me at 479-575-8330.

Sincerely,



Dan Coody
Mayor

cc: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer
Don Pederson, University of Arkansas
Jonathan Barnett, Arkansas State Highway Commission



ARKANSAS STATE HIGHWAY COMMISSION

JOHN "M" LIPTON, CHAIRMAN
WARREN

J.W. "BUDDY" BENAFIELD, VICE CHAIRMAN
HICKORY PLAINS

MARY P. "PRISSY" HICKERSON
TELEARKANA



JONATHAN BARNETT
SILOAM SPRINGS

RECEIVED CARL S. ROSENBAUM
LITTLE ROCK

JUL 15 2002

DAN FLOWERS
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

P.O. Box 2261
LITTLE ROCK, ARKANSAS 72203-0261
TELEPHONE No. (501) 569-2000
FAX No. (501) 569-2400
July 9, 2002

The Honorable Dan Coody
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mayor Coody:

Reference is made to your most recent letter requesting that we program a Federal-aid Surface Transportation Program (STP) City project to widen Highway 112 (Razorback Road) from Highway 180 (6th Street) to Garland Avenue in Fayetteville.

Enclosed is an Agreement of Understanding for the project that includes a sample resolution (Attachment B) for your City Council to pass. Once the resolution is passed, please sign the Agreement and return it with a signed and sealed copy of the resolution to the Department. We will then execute the Agreement and return a copy to you.

If you have any questions, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Flowers".

Dan Flowers
Director of Highways
and Transportation

Enclosure

c: Commissioner Jonathan Barnett
Chief Engineer

FAYETTEVILLE

RAZORBACK RD

THE CITY OF FAYETTEVILLE, ARKANSAS

July 30, 2002

Mr. Donald O. Pederson
Vice Chancellor for Finance and Administration
University of Arkansas
406 Administration Building
Fayetteville, AR 72701

RE: Razorback Road Improvement Project
Highway 180 (6th Street) to Garland Avenue
Federal-aid Surface Transportation Program

Dear Mr. Pederson,

Following our meeting earlier this year to discuss improvement concepts for Razorback Road, I have pursued possible funding avenues for such a project. One such option was the use of the Federal-aid Surface Transportation Program (STP) to cover a portion of the road improvement project costs. In response to this request, the Arkansas Highway and Transportation Department has tendered an Agreement of Understanding for this project. In essence, the project scope involves the improvement of Razorback Road between 6th Street and Garland Avenue. It has been indicated that the University of Arkansas is interested in the improvement of this road segment due to its connectivity with the campus. Similarly, the City of Fayetteville has interest in the road improvement due to its potential to improve the public transportation network. It appears that there are shared benefits from this proposed project that accrue equally to the University of Arkansas and the City of Fayetteville.

Under the STP program, this project would be eligible for 80% federal aid towards allowable elements with a funding ceiling of \$1,000,000.00. The 20% local match, ineligible project activities and project costs above \$1,000,000.00 must all be secured to complete this project's financing program. At this time, the amount of local matching funds needed is not known as first the preliminary engineering must be completed. Once this preliminary design is available, a project budget will be developed and funding sources secured. It is evident that this Razorback Road Improvement Project will have a cost far exceeding the \$1,000,000.00, therefore, local match funding must be secured. Also, with the current economic conditions and the limited capital improvement funding in the municipal budget, the use of municipal resources alone may not be feasible for completion of the project's financing program.

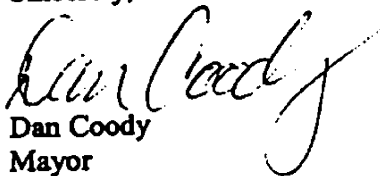
Donald Pederson
University of Arkansas
Page 2

In view of the University of Arkansas's interests in and benefits from this project, would a funding partnership be possible with the University and City being equal partners in the local match requirements? With respect to municipal utility relocation, the City of Fayetteville's Water & Sewer Division would bear the costs, and with respect to additional rights-of-way, the University would provide easements/right-of-way at no cost to the project. These cooperative participations may bring the local share of the project costs within our collective resources. I would appreciate the University's consideration of this partnership as this represents the only viable financing program for the Razorback Road Improvement Project.

While it is important that these arrangements be confirmed, these are not an immediate priority. It is considerably more important that the "Agreement of Understanding" be approved enabling the Arkansas Highway and Transportation Department to place the preliminary engineering design on its schedule. At such time as the preliminary design enters the work flow, a payment of \$35,000.00 will be required. To confirm the University of Arkansas's interest in this project and its intent to partner with the City on such improvement, it is requested that the University of Arkansas agree to fund 50% of the preliminary engineering costs, or \$17,500.00.

If you wish to meet to discuss this matter, please do not hesitate to contact me at 575-8331. In order that this matter may be presented to the City Council at its August 20, 2002 meeting, I will need to complete our arrangements no later than Friday, August 2, 2002.

Sincerely,


Dan Coody
Mayor

cc: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer
Steve Davis, Budget Manager



RAZORBACK RD

UNIVERSITY of ARKANSAS

1871

University of Arkansas, Fayetteville
Office of the Vice Chancellor for Finance & Administration
406 Administration Building
Fayetteville, AR 72701
Fax #479-575-5400

Number of pages including cover: 2 Date: 8-2-02

Company sent to:

Company name: City of Fay.

ATTN: Don Coady

FAX Number: () 575-8257

Phone Number: ()

Sent from:

Sender's name: Don Pederson

Phone Number: (479) 575-5828

Message/Notes:

Is this sufficient?

Don Pederson

Donald Pederson
University of Arkansas
Page 2

In view of the University of Arkansas's interests in and benefits from this project, would a funding partnership be possible with the University and City being equal partners in the local match requirements? With respect to municipal utility relocation, the City of Fayetteville's Water & Sewer Division would bear the costs, and with respect to additional rights-of-way, the University would provide easements/right-of-way at no cost to the project. These cooperative participations may bring the local share of the project costs within our collective resources. I would appreciate the University's consideration of this partnership as this represents the only viable financing program for the Razorback Road Improvement Project.

While it is important that these arrangements be confirmed, these are not an immediate priority. It is considerably more important that the "Agreement of Understanding" be approved enabling the Arkansas Highway and Transportation Department to place the preliminary engineering design on its schedule. At such time as the preliminary design enters the work flow, a payment of \$35,000.00 will be required. To confirm the University of Arkansas's interest in this project and its intent to partner with the City on such improvement, it is requested that the University of Arkansas agree to fund 50% of the preliminary engineering costs, or \$17,500.00.

If you wish to meet to discuss this matter, please do not hesitate to contact me at 575-8331. In order that this matter may be presented to the City Council at its August 20, 2002 meeting, I will need to complete our arrangements no later than Friday, August 2, 2002.

Sincerely,


Dan Coody
Mayor

cc: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer
Steve Davis, Budget Manager

agreed
D. J. Pederson
8/2/02

RESOLUTION NO. 15-03

A RESOLUTION TO APPROVE THE AGREEMENT OF UNDERSTANDING BETWEEN THE CITY OF FAYETTEVILLE AND THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR COST SHARING FOR THE PRELIMINARY ENGINEERING WORK TO WIDEN RAZORBACK 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 the Agreement of Understanding between the City of Fayetteville and the Arkansas Highway and Transportation Department (attached as Exhibit A) relative to widening Razorback Road and requiring an initial payment of \$35,000 for preliminary engineering work by the Arkansas Highway and Transportation Department.

PASSED and APPROVED this the 4th day of February, 2003.



By: Sondra Smith
Sondra Smith, City Clerk

APPROVED:

By: Dan Coody
DAN COODY, Mayor



AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration (FHWA)

RELATIVE TO

Widening Hwy. 112 from Hwy. 180 (6th Street) to Garland Avenue (hereinafter called "the project") utilizing Federal-aid Surface Transportation Program (STP) funds.

WHEREAS, the Transportation Equity Act for the Twenty-first Century provides 80% Federal-aid funds to be matched with 20% local funds (cash match) for improvements to eligible routes, and

WHEREAS, the City of Fayetteville (hereinafter called "City") has expressed its desire to use Federal-aid funds for an eligible project and to provide necessary matching cash share for such funds, and

WHEREAS, each project phase will be funded as follows, subject to a limit of \$1,000,000 in Federal STP funding:

	<u>Federal %</u>	<u>State %</u>	<u>City %</u>
Preliminary Engineering:	0	100	0
Right-of-Way:	80	0	20
Utilities:	80	0	20
Construction:	80	0	20
Construction Engineering:	80	0	20

, and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions or any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement, and

WHEREAS, the City understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will adhere to the General Requirements for Recipients and Sub-recipients Concerning Minority Business Enterprises as stated on Attachment A,

IT IS HEREBY AGREED that the City and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Transmit to the Department a signed and sealed copy of the Resolution (Attachment B) from the City Council which requests the project and authorizes the Mayor to execute contracts with the Department.
2. Upon request, submit to the Department \$35,000.00 before preliminary engineering by the Department begins.
3. Be responsible for the 20% match for the cost of construction, construction engineering, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities. **NOTE: The maximum amount of Federal STP funding available for this project is \$1 million.**
4. Be responsible for 100% of all right-of-way, utility, construction and construction engineering costs not provided by the Federal Highway Administration.
5. Submit a letter to the Right of Way Division of the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the City will assume or (2) requests that the Department handle some or all of these services.
6. Be responsible for 100% of all right-of-way and utility costs incurred should the City not enter into the construction phase of the project.
7. Submit to the Department the local matching share of the total estimated cost before the project is awarded to contract.
8. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
9. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds and for project construction supervision.
2. Be responsible for 100% of the cost of developing plans and specifications for the project.
3. When requested, provide the necessary services relative to right-of-way acquisition, appraisal, relocation, and utility adjustments and will be reimbursed for costs involved in performing these services.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's gasoline tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 4~~th~~ day of

February, ~~2002~~
2003

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT

CITY OF
FAYETTEVILLE

Dan Flowers
Director of Highways and Transportation

Dan Coody
Dan Coody
Mayor

**GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING MINORITY BUSINESS ENTERPRISES**

It is the policy of the U. S. Department of Transportation that minority business enterprises (MBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.

The recipient or its contractor agrees to ensure that MBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that MBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in Subsection 23.43(a) shall constitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

*file w/Res
15-03*

MICROFILMED
ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Telephone (501) 569-2000



May 5, 2003

P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

RECEIVED
MAY 07 2003
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

The Honorable Dan Coody
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Job 040418
F.A.P. STP-9142(14)
Hwy. 180-Garland Ave.
(Hwy. 112) (Fayetteville) (S)
Washington County

Dear Mayor Coody:

As referenced above, State and Federal-aid numbers have been assigned for the City's Federal-aid project. Enclosed is your copy of the executed Agreement of Understanding.

As previously discussed, due to the backlog of projects programmed and limited funding, it will be several years before construction can begin. We will postpone requesting the City's initial deposit of \$35,000 until prior to beginning preliminary engineering.

If you have any questions, please contact Steve Morgan in our Programs and Contracts Division at (501) 569-2261.

Yours truly,

Robert L. Walters
Chief Engineer

Enclosure

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration (FHWA)

RELATIVE TO

Widening Hwy. 112 from Hwy. 180 (6th Street) to Garland Avenue (hereinafter called "the project") utilizing Federal-aid Surface Transportation Program (STP) funds.

WHEREAS, the Transportation Equity Act for the Twenty-first Century provides 80% Federal-aid funds to be matched with 20% local funds (cash match) for improvements to eligible routes, and

WHEREAS, the City of Fayetteville (hereinafter called "City") has expressed its desire to use Federal-aid funds for an eligible project and to provide necessary matching cash share for such funds, and

WHEREAS, each project phase will be funded as follows, subject to a limit of \$1,000,000 in Federal STP funding:

	<u>Federal %</u>	<u>State %</u>	<u>City %</u>
Preliminary Engineering:	0	100	0
Right-of-Way:	80	0	20
Utilities:	80	0	20
Construction:	80	0	20
Construction Engineering:	80	0	20

, and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions or any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement, and

WHEREAS, the City understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will adhere to the General Requirements for Recipients and Sub-recipients Concerning Minority Business Enterprises as stated on Attachment A,

IT IS HEREBY AGREED that the City and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Transmit to the Department a signed and sealed copy of the Resolution (Attachment B) from the City Council which requests the project and authorizes the Mayor to execute contracts with the Department.
2. Upon request, submit to the Department \$35,000.00 before preliminary engineering by the Department begins.
3. Be responsible for the 20% match for the cost of construction, construction engineering, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities. **NOTE: The maximum amount of Federal STP funding available for this project is \$1 million.**
4. Be responsible for 100% of all right-of-way, utility, construction and construction engineering costs not provided by the Federal Highway Administration.
5. Submit a letter to the Right of Way Division of the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the City will assume or (2) requests that the Department handle some or all of these services.
6. Be responsible for 100% of all right-of-way and utility costs incurred should the City not enter into the construction phase of the project.
7. Submit to the Department the local matching share of the total estimated cost before the project is awarded to contract.
8. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
9. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

THE DEPARTMENT WILL:

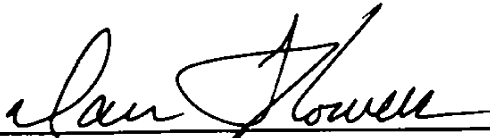
1. Be responsible for administering Federal-aid funds and for project construction supervision.
2. Be responsible for 100% of the cost of developing plans and specifications for the project.
3. When requested, provide the necessary services relative to right-of-way acquisition, appraisal, relocation, and utility adjustments and will be reimbursed for costs involved in performing these services.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's gasoline tax allotment.

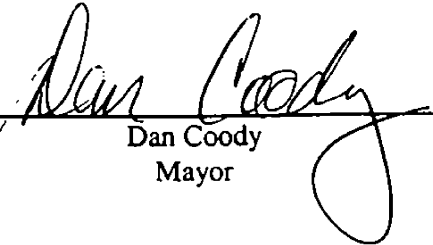
IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 4th day of February, 2002.
2003

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT



Dan Flowers
Director of Highways and Transportation

CITY OF
FAYETTEVILLE



Dan Coody
Mayor

**GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING MINORITY BUSINESS ENTERPRISES**

It is the policy of the U. S. Department of Transportation that minority business enterprises (MBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.

The recipient or its contractor agrees to ensure that MBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that MBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in Subsection 23.43(a) shall constitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Jim Beavers
Engineering Division

From: Clarice Buffalohead-Pearman *CBP*
City Clerk's Division

Date: 2/18/2003

Re: **Res. 15-03**

Attached you will find an executed copy of the above referenced resolution, passed by the City Council on February 4, 2003 approving the Agreement of Understanding with the AHTD for preliminary engineering services to widen Razorback Road. Also attached you will find the Agreement of Understanding with the mayor's signature. Please obtain Mr. Flowers' signature on the agreement. Upon the return of the agreement please make your division a copy of the agreement and return the original agreement to the city clerk's office.

Thank you for your cooperation, if anything else is needed please let the city clerk's office know.

/cbp

Attachments

cc: Nancy Smith, Internal Auditor

STAFF REVIEW FORM

- AGENDA REQUEST
- CONTRACT REVIEW
- GRANT REVIEW

For the Fayetteville City Council meeting of February 4, 2003

FROM:

<u>Jim Beavers</u> Name	<u>Engineering</u> Division	<u>CPE Services</u> Department
----------------------------	--------------------------------	-----------------------------------

ACTION REQUIRED:

1. Approval of a resolution to a cost share with the University of Arkansas to fund the preliminary engineering agreement with the Arkansas Highway and Transportation Department for preliminary engineering services relative to Razorback Road (Highway 112) from 6th Street (Highway 180) to Garland/Maple (Highway 112). The total costs of the agreement shall be \$35,000.00 with the City's share to be one-half totaling \$17,500.00.
2. Approval of the "Agreement of Understanding Between the City of Fayetteville and The Arkansas Highway and Transportation Department".
3. Approval of the "Federal-Aid Project Resolution" as submitted as "Attachment B" by the Arkansas Highway and Transportation Department.

COST TO CITY:

<u>\$ 17,500</u> Cost of this Request	<u>\$350,000</u> Category/Project Budget 2003	<u>Street Impvt</u> Category/Project Name
<u>4470.9470.5809.00</u> Account Number	<u>\$0</u> Funds Used To Date 2003	<u>Cost Shares</u> Program Name
<u>02116 - 10</u> Project Number	<u>\$332,500</u> Remaining Balance 2003	<u>Sales Tax</u> Fund

BUDGET REVIEW: Budgeted Item Budget Adjustment Attached

 Budget Manager	 Finance and Internal Services Director
---	--

CONTRACT/GRANT/LEASE REVIEW:

Masha Fattig 1/17/03
Accounting Manager Date

[Signature] 1/17/03
City Attorney Date

[Signature] 1/17/03
Purchasing Officer Date

GRANTING AGENCY:

Darcy Smith 1/17/03
Internal Auditor Date

ADA Coordinator Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

[Signature] 01-17-03
Division Head Date

Department Director Date

[Signature] 1-21-03
Finance and Internal Services Director

[Signature] 1-21-03
Chief Administrative Officer Date

[Signature] 2/8/03
Mayor Date

Cross Reference

New Item: Yes X No

Prev Ord/Res #:
Date

Orig Contract Date:

Orig Contract No:

STAFF REVIEW FORM

Description Razorback Road Agreement of Understanding

Meeting Date February 4, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

RESOLUTION NO. 14-03

A RESOLUTION TO APPROVE A COST SHARE IN THE AMOUNT OF \$17,500.00 WITH THE UNIVERSITY OF ARKANSAS TO FUND THE PRELIMINARY ENGINEERING SERVICES FOR RAZORBACK ROAD IMPROVEMENT

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 with the University of Arkansas to pay the Arkansas Highway Department \$35,000.00 for preliminary engineering services for Razorback Road improvement. The City of Fayetteville's share shall be \$17,500.00.

PASSED and APPROVED this the 4th day of February, 2003.



ATTEST:

By: Sondra Smith
Sondra Smith, City Clerk

APPROVED:

By: Dan Coody
DAN COODY, Mayor



AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration (FHWA)

RELATIVE TO

Widening Hwy. 112 from Hwy. 180 (6th Street) to Garland Avenue (hereinafter called "the project") utilizing Federal-aid Surface Transportation Program (STP) funds.

WHEREAS, the Transportation Equity Act for the Twenty-first Century provides 80% Federal-aid funds to be matched with 20% local funds (cash match) for improvements to eligible routes, and

WHEREAS, the City of Fayetteville (hereinafter called "City") has expressed its desire to use Federal-aid funds for an eligible project and to provide necessary matching cash share for such funds, and

WHEREAS, each project phase will be funded as follows, subject to a limit of \$1,000,000 in Federal STP funding:

	<u>Federal %</u>	<u>State %</u>	<u>City %</u>
Preliminary Engineering:	0	100	0
Right-of-Way:	80	0	20
Utilities:	80	0	20
Construction:	80	0	20
Construction Engineering:	80	0	20

, and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions or any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement, and

WHEREAS, the City understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will adhere to the General Requirements for Recipients and Sub-recipients Concerning Minority Business Enterprises as stated on Attachment A,

IT IS HEREBY AGREED that the City and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Transmit to the Department a signed and sealed copy of the Resolution (Attachment B) from the City Council which requests the project and authorizes the Mayor to execute contracts with the Department.
2. Upon request, submit to the Department \$35,000.00 before preliminary engineering by the Department begins.
3. Be responsible for the 20% match for the cost of construction, construction engineering, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities. **NOTE: The maximum amount of Federal STP funding available for this project is \$1 million.**
4. Be responsible for 100% of all right-of-way, utility, construction and construction engineering costs not provided by the Federal Highway Administration.
5. Submit a letter to the Right of Way Division of the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the City will assume or (2) requests that the Department handle some or all of these services.
6. Be responsible for 100% of all right-of-way and utility costs incurred should the City not enter into the construction phase of the project.
7. Submit to the Department the local matching share of the total estimated cost before the project is awarded to contract.
8. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
9. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds and for project construction supervision.
2. Be responsible for 100% of the cost of developing plans and specifications for the project.
3. When requested, provide the necessary services relative to right-of-way acquisition, appraisal, relocation, and utility adjustments and will be reimbursed for costs involved in performing these services.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the City from receiving future Federal-aid highway funds.

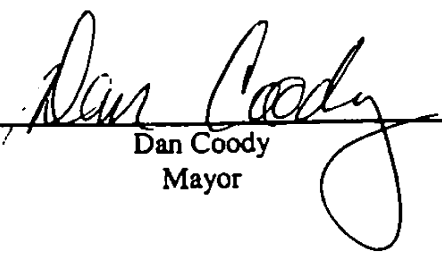
IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's gasoline tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 4th day of February, ~~2002~~ 2003.

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT

CITY OF
FAYETTEVILLE

Dan Flowers
Director of Highways and Transportation



Dan Coody
Mayor

**GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING MINORITY BUSINESS ENTERPRISES**

It is the policy of the U. S. Department of Transportation that minority business enterprises (MBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.

The recipient or its contractor agrees to ensure that MBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that MBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in Subsection 23.43(a) shall constitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. 14-03

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF FAYETTEVILLE
TO UTILIZE FEDERAL-AID MONIES
FOR THE FOLLOWING CITY PROJECT:

Widening Hwy. 112 from Hwy. 180 (6th Street) to Garland Avenue

WHEREAS, the City of Fayetteville understands Federal-aid Surface Transportation Program funds are available for certain local projects at the following federal participating ratios:

	<u>Work Phase</u>	<u>Federal Share</u>	<u>State Share</u>	<u>City Share</u>
	Preliminary Engineering	0%	100%	0%
	Right-of-Way	80%	0%	20%
	Utilities	80%	0%	20%
	Construction	80%	0%	20%
	Construction Engineering	80%	0%	20%
City projects programmed but not let to contract	Right-of-Way	0%	0%	100%
	Utilities	0%	0%	100%

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: Mayor Dan Coody or his designee is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

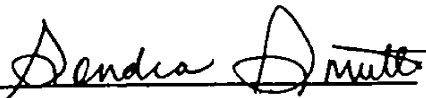
SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this 4th day of February, 2002.
2003



Dan Coody
Mayor

ATTEST:



(SEAL)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Jim Beavers
Engineering Division

From: Clarice Buffalohead-Pearman *cbp*
City Clerk's Division

Date: 2/18/2003

Re: Res. 14-03

Attached you will find an executed copy of the above referenced resolution passed by the City Council on February 4, 2003, approving a cost share with the University of Arkansas to pay the Arkansas Highway Department \$35,000.00 for preliminary engineering service for the Razorback Road Improvement with the city's share in the amount of \$17,500.00. Also attached you will find the Agreement of Understanding signed by the mayor. Please obtain Mr. Flower's signature on the agreement. Upon AHTD return of an executive agreement, please make yourself a copy and return the original to the city clerk's office.

Thank you for your cooperation, if anything else is needed please let the city clerk's office know.

/cbp

Attachments

cc: Nancy Smith, Internal Auditor

STAFF REVIEW FORM

- AGENDA REQUEST
- CONTRACT REVIEW
- GRANT REVIEW

For the Fayetteville City Council meeting of February 4, 2003

FROM:

<u>Jim Beavers</u> Name	<u>Engineering</u> Division	<u>CPE Services</u> Department
----------------------------	--------------------------------	-----------------------------------

ACTION REQUIRED:


1. Approval of a resolution to a cost share with the University of Arkansas to fund the preliminary engineering agreement with the Arkansas Highway and Transportation Department for preliminary engineering services relative to Razorback Road (Highway 112) from 6th Street (Highway 180) to Garland/Maple (Highway 112). The total costs of the agreement shall be \$35,000.00 with the City's share to be one-half totaling \$17,500.00.
2. Approval of the "Agreement of Understanding Between the City of Fayetteville and The Arkansas Highway and Transportation Department".
3. Approval of the "Federal-Aid Project Resolution" as submitted as "Attachment B" by the Arkansas Highway and Transportation Department.

COST TO CITY:

<u>\$ 17,500</u> Cost of this Request	<u>\$350,000</u> Category/Project Budget 2003	<u>Street Impvmt</u> Category/Project Name
<u>: 4470.9470.5809.00</u> Account Number	<u>\$0</u> Funds Used To Date 2003	<u>Cost Shares</u> Program Name
<u>02116 - 10</u> Project Number	<u>\$332,500</u> Remaining Balance 2003	<u>Sales Tax</u> Fund

BUDGET REVIEW:

Budgeted Item Budget Adjustment Attached


Budget Manager

Finance and Internal Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marsha Fattling 1/17/03
Accounting Manager Date

[Signature] 1/17/03
City Attorney Date

[Signature] 1/17/03
Purchasing Officer Date

GRANTING AGENCY:

Danny Smith 1/17/03
Internal Auditor Date

ADA Coordinator Date

Grant Coordinator Date

STAFF RECOMMENDATION: Approval

[Signature] 01-17-03
Division Head Date

Department Director Date

[Signature] 1-21-03
Finance and Internal Services Director Date

[Signature] 1-21-03
Chief Administrative Officer Date

[Signature] 2/8/03
Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:
Date

Orig Contract Date:

Orig Contract No:

STAFF REVIEW FORM

Description Razorback Road Agreement of Understanding

Meeting Date February 4, 2003

Comments:

Reference Comments:

Budget Manager

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Grant Coordinator

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.

Fayetteville, AR 72701

Engineering Division

To: Dan Coody, Mayor
Fayetteville City Council

Thru: Staff Review

From: Jim Beavers, Engineering *Jim Beavers*

Date: January 17, 2002

Re: City Council Meeting February 4, 2003
Proposed agreement with the Arkansas Highway and Transportation Department relative to preliminary engineering for Razorback Road from 6th Street to Garland/Maple.

Please find attached the proposed agreement and supporting documentation.

The project scope is Razorback Road (State Highway 112) from 6th Street (State Highway 180) north and east to the Garland/Maple intersection.

The total costs are \$35,000.00 which will be shared "50/50" with the University of Arkansas. The City's costs for the preliminary study will be \$17,500.00.

This agreement and authorization for the cost share was approved by the City of Fayetteville Council Street Committee on January 15, 2003.

Enclosures:

1. "Agreement Of Understanding Between The City Of Fayetteville And The Arkansas State Highway And Transportation Department . . . relative to widening Hwy 112 from Hwy. 180 (6th Street) to Garland Avenue"

Such Agreement includes as additional formal Resolution as Attachment B.

2. Memorandum from Greg Boettcher, P.E., to the City of Fayetteville Street Committee dated January 15, 2003.

3. Letter from Mayor Coody to Dan Flowers (AHTD) dated March 27, 2002.
4. Letter from Dan Flowers (AHTD) to Mayor Coody dated July 9, 2002.
5. Letter from Mayor Coody to Donald Pederson (University of Arkansas) dated July 30, 2002.
6. Fax response from Donald Pederson (U of A) to Mayor Coody dated August 2, 2002 with agreement to the cost share of \$17,500.00.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE/PUBLIC WORKS DEPARTMENT

TO: FAYETTEVILLE STREET COMMITTEE
Bob Davis, Chairman; Lioneld Jordan, Alderman; Don Marr,
Alderman; Robert Reynolds, Alderman

COPY: Mayor Dan Coody, Jim Beavers, Heather Woodruff, Hugh
Earnest, Terry Gulley, Tim Conklin

FROM: Greg Boettcher, Public Works Director

DATE: January 15, 2003

RE: Razorback Road Improvement Project
Federal-aid Surface Transportation Program

BACKGROUND

Representatives of the University of Arkansas met with Fayetteville City Administration in early 2002 to discuss the concept of improving Razorback Road from South Street north to the intersection of Garland Avenue and Maple Street. The University had developed a preliminary schematic of widening and wished to collaborate with the City on such capital improvement project. Since this improvement would connect two pending improvement projects (Razorback Road improvements from 15th to 6th Street and Garland Avenue Improvements from Wedington to Maple), it was deemed an essential link in a major transportation corridor. Also, since the road was under the jurisdiction of the Arkansas State Highway and Transportation Department (AHTD) as Highway 180, the improvement project could be eligible for state/federal assistance.

Mayor Coody has requested the AHTD to consider funding of this critical road improvement project due to its connectivity to other major corridors. On July 9, 2002, the AHTD responded to this request by forwarding an "Agreement of Understanding between the City of Fayetteville and the Arkansas State Highway and Transportation Department". On July 30, 2002, Mayor Coody advised the University of Arkansas of the AHTD participation agreement and requested that the University of Arkansas financially participate in and support this activity. A fax was received from the University on August 2, 2002 from Mr. Pederson confirming the 50-50 cost share on the preliminary engineering cost of \$35,000.00. Copies of the correspondence are attached.

RECOMMENDATION

It is recommended that the Fayetteville Street Committee approve the preliminary engineering activities on Razorback Road Improvement Project with the net cost to the City of Fayetteville being \$17,500.00. This agreement shall need to then proceed to the City Council for approval and authorization of the mayor's execution of the Agreement of Understanding.

FAYETTEVILLE

RAZORBACK RD

THE CITY OF FAYETTEVILLE, ARKANSAS

March 27, 2002

Mr. Dan Flowers, P.E.
Arkansas State Hwy. & Transportation Dept.
P.O. Box 2261
Little Rock, AR 72209

RE: Surface Transportation Program (STP)
Razorback Road (State Hwy. 265)
Fayetteville, Washington County, Arkansas

Dear Mr. Flowers,

Fayetteville's surface transportation system is becoming increasingly inadequate for the public's transportation needs. Continued community growth coupled with the unique demands of the University of Arkansas campus require infrastructure improvement projects that exceed local resources. To alleviate a pressing local transportation system deficiency, the City requests funding assistance for the improvement of Razorback Road, beginning at Sixth St. and continuing north to Garland Avenue. It is understood that the \$4 - 6 million project may obtain financial assistance under Arkansas Highway and Transportation Program (STP). Incorporation of the Razorback Road Project into the STP work plan is requested. In addition to providing a critically needed interior transportation corridor, this activity may provide long-term benefits by becoming an institutional drive of the University of Arkansas. Discussions with Don Pederson, Vice Chancellor of Finance at the University of Arkansas have confirmed this project to be a high priority for them, as it is for the City

The construction of this segment of Razorback Road is a crucial link between other transportation projects, and is essential for realization of full benefits from other projects. North of this project, the improvement of Garland Avenue, from Maple Street to Wedington Drive is nearing start of construction. South of this project, improvement of Razorback Road from Sixth Street to Fifteenth St. is scheduled; completion expected in the next two to three years. Full function and benefit of these transportation projects depends upon completion of the requested Razorback Road Improvements (see attached location map).

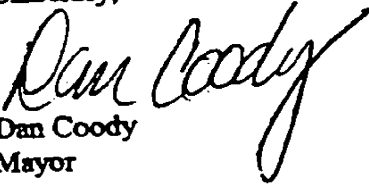
Fayetteville has placed a strong emphasis on local transportation needs and is securing a consultant to perform a comprehensive traffic study. This expected traffic

Dan Flowers
Arkansas Highway & Transportation Dept.
Page 2

analysis will further validate the need for Razorback Road Improvements as well as identify and prioritize other needs. It is requested that the Arkansas State Highway and Transportation Department include this middle segment of Razorback Road Improvements in its STP funding schedule, granting this need a high priority.

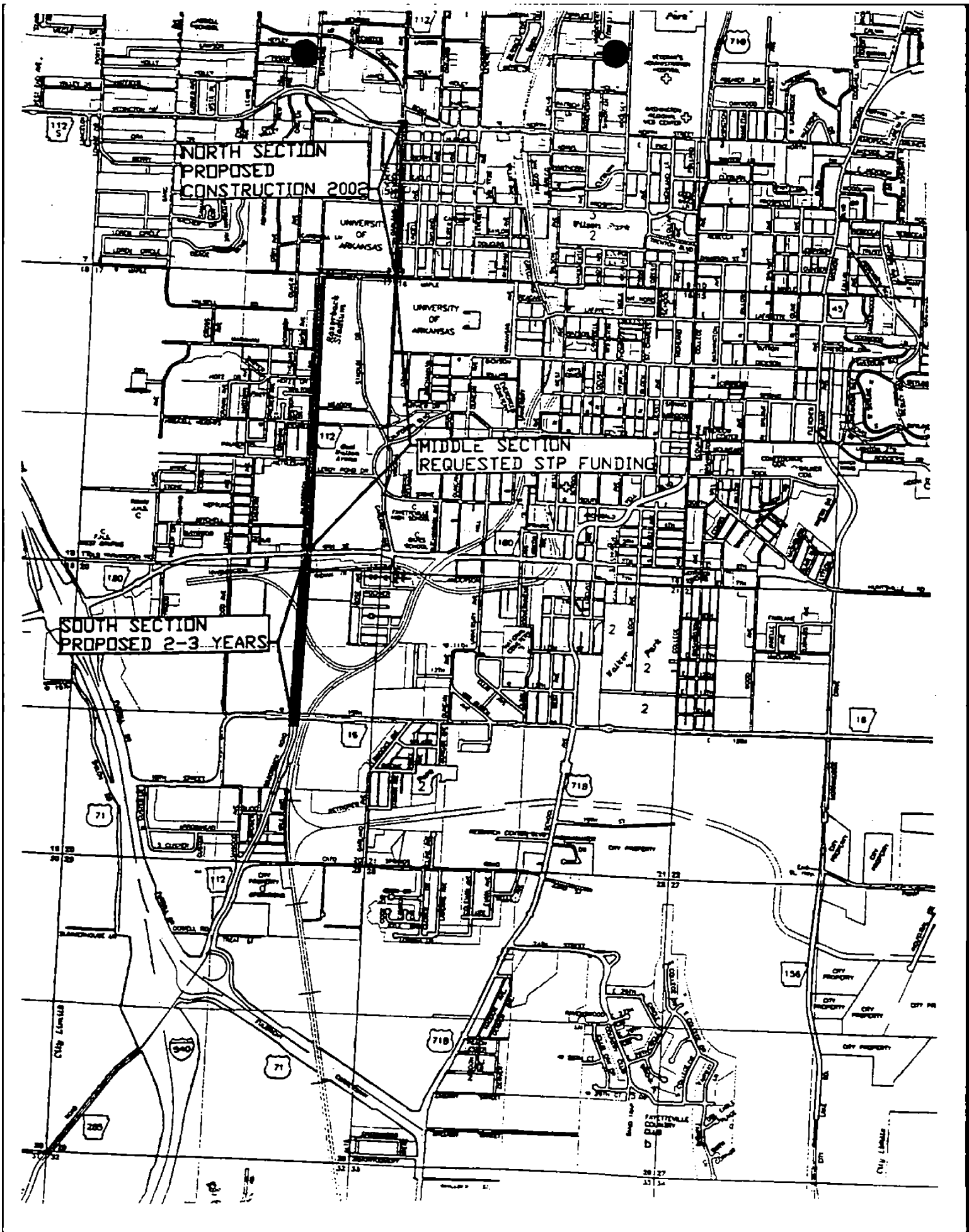
Should there be any questions, or if additional information is needed, please don't hesitate to contact me at 479-575-8330.

Sincerely,



Dan Coody
Mayor

cc: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer
Don Pederson, University of Arkansas
Jonathan Barnett, Arkansas State Highway Commission



**NORTH SECTION
PROPOSED
CONSTRUCTION 2002**

**MIDDLE SECTION
REQUESTED STP FUNDING**

**SOUTH SECTION
PROPOSED 2-3 YEARS**

UNIVERSITY OF ARKANSAS

UNIVERSITY OF ARKANSAS

William Pope

Valley Road

71B

71B

156

340

71

CITY PROPERTY

CITY PROPERTY

CITY PROPERTY

CITY PROPERTY

CITY PROPERTY

FAYETTEVILLE
COMMUNITY
COLLEGE

CITY LIMITS

ARKANSAS STATE HIGHWAY COMMISSION

JOHN "M" LIPTON, CHAIRMAN
WARREN

J.W. "BUDDY" BENAFIELD, VICE CHAIRMAN
HICKORY PLAINS

MARY P. "PRISSY" HICKERSON
TEXARKANA



JONATHAN BARNETT
SILOAM SPRINGS

RECEIVED CARL S. ROSENBAUM
LITTLE ROCK

JUL 15 2002

DAN FLOWERS
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

P.O. Box 2261
LITTLE ROCK, ARKANSAS 72203-0261
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

TELEPHONE No. (501) 569-2000

FAX No. (501) 569-2400
July 9, 2002

The Honorable Dan Coody
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mayor Coody:

Reference is made to your most recent letter requesting that we program a Federal-aid Surface Transportation Program (STP) City project to widen Highway 112 (Razorback Road) from Highway 180 (6th Street) to Garland Avenue in Fayetteville.

Enclosed is an Agreement of Understanding for the project that includes a sample resolution (Attachment B) for your City Council to pass. Once the resolution is passed, please sign the Agreement and return it with a signed and sealed copy of the resolution to the Department. We will then execute the Agreement and return a copy to you.

If you have any questions, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Flowers".

Dan Flowers
Director of Highways
and Transportation

Enclosure

c: Commissioner Jonathan Barnett
Chief Engineer

FAYETTEVILLE

RAZORBACK RD

THE CITY OF FAYETTEVILLE, ARKANSAS

July 30, 2002

Mr. Donald O. Pederson
Vice Chancellor for Finance and Administration
University of Arkansas
406 Administration Building
Fayetteville, AR 72701

RE: Razorback Road Improvement Project
Highway 180 (6th Street) to Garland Avenue
Federal-aid Surface Transportation Program

Dear Mr. Pederson,

Following our meeting earlier this year to discuss improvement concepts for Razorback Road, I have pursued possible funding avenues for such a project. One such option was the use of the Federal-aid Surface Transportation Program (STP) to cover a portion of the road improvement project costs. In response to this request, the Arkansas Highway and Transportation Department has tendered an Agreement of Understanding for this project. In essence, the project scope involves the improvement of Razorback Road between 6th Street and Garland Avenue. It has been indicated that the University of Arkansas is interested in the improvement of this road segment due to its connectivity with the campus. Similarly, the City of Fayetteville has interest in the road improvement due to its potential to improve the public transportation network. It appears that there are shared benefits from this proposed project that accrue equally to the University of Arkansas and the City of Fayetteville.

Under the STP program, this project would be eligible for 80% federal aid towards allowable elements with a funding ceiling of \$1,000,000.00. The 20% local match, ineligible project activities and project costs above \$1,000,000.00 must all be secured to complete this project's financing program. At this time, the amount of local matching funds needed is not known as first the preliminary engineering must be completed. Once this preliminary design is available, a project budget will be developed and funding sources secured. It is evident that this Razorback Road Improvement Project will have a cost far exceeding the \$1,000,000.00, therefore, local match funding must be secured. Also, with the current economic conditions and the limited capital improvement funding in the municipal budget, the use of municipal resources alone may not be feasible for completion of the project's financing program.

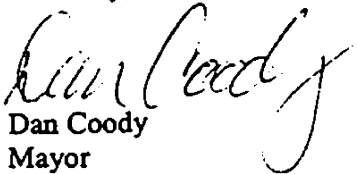
Donald Pederson
University of Arkansas
Page 2

In view of the University of Arkansas's interests in and benefits from this project, would a funding partnership be possible with the University and City being equal partners in the local match requirements? With respect to municipal utility relocation, the City of Fayetteville's Water & Sewer Division would bear the costs, and with respect to additional rights-of-way, the University would provide easements/right-of-way at no cost to the project. These cooperative participations may bring the local share of the project costs within our collective resources. I would appreciate the University's consideration of this partnership as this represents the only viable financing program for the Razorback Road Improvement Project.

While it is important that these arrangements be confirmed, these are not an immediate priority. It is considerably more important that the "Agreement of Understanding" be approved enabling the Arkansas Highway and Transportation Department to place the preliminary engineering design on its schedule. At such time as the preliminary design enters the work flow, a payment of \$35,000.00 will be required. To confirm the University of Arkansas's interest in this project and its intent to partner with the City on such improvement, it is requested that the University of Arkansas agree to fund 50% of the preliminary engineering costs, or \$17,500.00.

If you wish to meet to discuss this matter, please do not hesitate to contact me at 575-8331. In order that this matter may be presented to the City Council at its August 20, 2002 meeting, I will need to complete our arrangements no later than Friday, August 2, 2002.

Sincerely,



Dan Coody
Mayor

cc: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer
Steve Davis, Budget Manager

RAZORBACK RD



UNIVERSITY of ARKANSAS

1871

University of Arkansas, Fayetteville
Office of the Vice Chancellor for Finance & Administration
406 Administration Building
Fayetteville, AR 72701
Fax #479-575-5400

Number of pages including cover: 2 Date: 8-2-02

Company sent to:

Company name: City of Fay.

ATTN: Don Coady

FAX Number: () 575-8257

Phone Number: () -----

Sent from:

Sender's name: Don Pederson

Phone Number: (479) 575-5828

Message/Notes:

Is this sufficient?

Don Pederson

Donald Pederson
University of Arkansas
Page 2

In view of the University of Arkansas's interests in and benefits from this project, would a funding partnership be possible with the University and City being equal partners in the local match requirements? With respect to municipal utility relocation, the City of Fayetteville's Water & Sewer Division would bear the costs, and with respect to additional rights-of-way, the University would provide easements/right-of-way at no cost to the project. These cooperative participations may bring the local share of the project costs within our collective resources. I would appreciate the University's consideration of this partnership as this represents the only viable financing program for the Razorback Road Improvement Project.

While it is important that these arrangements be confirmed, these are not an immediate priority. It is considerably more important that the "Agreement of Understanding" be approved enabling the Arkansas Highway and Transportation Department to place the preliminary engineering design on its schedule. At such time as the preliminary design enters the work flow, a payment of \$35,000.00 will be required. To confirm the University of Arkansas's interest in this project and its intent to partner with the City on such improvement, it is requested that the University of Arkansas agree to fund 50% of the preliminary engineering costs, or \$17,500.00.

If you wish to meet to discuss this matter, please do not hesitate to contact me at 575-8331. In order that this matter may be presented to the City Council at its August 20, 2002 meeting, I will need to complete our arrangements no later than Friday, August 2, 2002.

Sincerely,


Dan Coody
Mayor

cc: Greg Boettcher, Public Works Director
Jim Beavers, City Engineer
Steve Davis, Budget Manager

agreed
D. J. Pederson
8/2/02

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
Statewide Transportation Improvement Program (STIP) Amendment Approval Request

PSC
PA

Date: January 17, 2014

In order to comply with the Statewide Planning Requirements as set forth in the MAP-21, the following item(s) have been added to the applicable TIP.

Northwest Arkansas Regional Transportation Study

Job (Item) Number	County	Route	Termini / Length	Type / Phase of Work	Estimated Cost Funding Breakdown (x1000)	Agency Responsible for:		Estimated Scheduling (FFY)	
						Providing Matching Funds	Carrying Out the Project		
090385	Benton	County Road	Illinois River Fisher Ford Bridge	Right-of-Way	13.15 - Total 10.52 - STP-A 2.63 - Local	Local	State	2014	Increase Funding
040582	Washington	112	Maple Street Impvts. and Traffic Signal at Maple and Razorback Road	Major Widening	3,000 - Total 2,400 - STP-A 600 - Local	Local	State	2014	Add to STIP
040642	Washington	45	Hwy. 45/Old Wire Rd. Traffic Signal and Intersection Improvements	Intersec. Impvts.	1,500 - Total 850 - STP-A 350 - STP 300 - Local	Local	State	2014	Add to STIP
090---	Benton	City Street	South Dixieland Road Extension	PE and Environmental	450 - Total 360 - STP-A 90 - Local	Local	Local	2014	Add to STIP
012---	Benton/ Washington	N/A	NART Study Area	Planning	125 - Total 100 - STP-A 25 - Local	Local	Local	2014	Add to STIP
090---	Benton	N/A	Lake Springdale Trailhead	Construction	600 - Total 200 - TAP 400 - Local	Local	Local	2014	Add to STIP
090---	Benton	N/A	Walton Blvd. Multi-use Trail	Construction	717 - Total 226 - TAP 491 - Local	Local	Local	2014	Add to STIP
040---	Washington	N/A	Gordon Long Park Trailhead - Razorback Regional Greenway	Construction	262 - Total 22 - TAP 240 - Local	Local	Local	2014	Add to STIP
090---	Benton	N/A	New Hope Bridge - Razorback Regional Greenway	Construction	1250 - Total 225 - TAP 1025 - Local	Local	Local	2015	Add to STIP
040---	Washington	N/A	Drake Street Cycle Track and Trail	Construction	325 - Total 260 - TAP 65 - Local	Local	Local	2015	Add to STIP

Recommended by: *Paul Swims*
Metropolitan Planning Coordinator

MPO Approval Date: 1-3-14

Submitted by: *Hemi Hunter*
Engineer of Programs and Contracts Division

Date: 1-21-14

(For Federal Highway Administration Use Only)

Approved by: *Sany Pallath* Date: 2/19/14

RECEIVED
FEB 20 2014
Programs & Contracts
AHTD