



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, October 4, 2011

5:45 PM

Huntington Building

1. Call To Order

2. Approval of minutes

[MIN-11:076](#) Minutes for the Public Works Committee meeting on September 6, 2011

Attachments: [Minutes](#)

3. New Business

Resolutions To Be Introduced

[RES-11:162](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 KEITH DAVIS MINOR PLAT, 6023 SOUTH CARAWARY ROAD, A RESIDENTIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

[RES-11:164](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR "REPLAT OF NOELL PARKER ROAD ADDITION", DNW, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

[RES-11:169](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER, LLC TO PERFORM PROFESSIONAL ENGINEERING SERVICES

Sponsors: Engineering

Attachments: [Agreement.pdf](#)

4. Pending Items

5. Other Business

6. Public Comments

7. Adjournment



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:076 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 9/7/2011 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Committee meeting on September 6, 2011
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the Public Works Committee meeting on September 6, 2011



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Works Council Committee

Tuesday, September 6, 2011

5:30 PM

Huntington Building

1. Call To Order

Mayor Perrin was also in attendance.

Present 4 - Gene Vance; John Street; Mitch Johnson and Darrel Dover

Absent 2 - Chris Moore and Charles Coleman

2. Approval of minutes

MIN-11:064 Minutes for the Public Works Committee meeting on August 2, 2011

Attachments: [Minutes](#)

A motion was made by Councilman Gene Vance, seconded by Councilman Mitch Johnson, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 3 - Gene Vance; Mitch Johnson and Darrel Dover

Absent: 2 - Chris Moore and Charles Coleman

3. New Business

Ordinances To Be Introduced

ORD-11:071 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF A 2008 GRADALL XL3300 FROM EQUIPMENT CONNECTION.

Sponsors: Streets

Chairman John Street explained the City is asking to waive bidding for this piece of equipment because it will save the City approximately \$70,000 and the equipment has only 22 hours of use and has full warranty. He added this ordinance needs to be placed on tonight's Council agenda. He also noted Chief Financial Officer Ben Barylske will be at the Council meeting tonight to discuss this.

Councilman Gene Vance asked if the warranty is based on years or hours used. Mayor Perrin answered the warranty is for 1 year from the time of purchase. He added the equipment came from a rental company that went into foreclosure.

Councilman Darrel Dover inquired what the machine will be used for. Mayor Perrin answered it is to clean ditches. He further explained the City has always had two machines, but currently one machine is down and parts are not able to be purchased

for it.

Councilman Dover asked if this was in the budget. Mayor Perrin answered it was not budgeted for, but the City should have enough money left over from the Street Department to be ok. He added if the City has to make an amendment then that can be done at the end of the year.

A motion was made by Councilman Darrel Dover, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 3 - Gene Vance; Mitch Johnson and Darrel Dover

Absent: 2 - Chris Moore and Charles Coleman

ORD-11:063 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF SIEMENS' TACTICS CENTRAL TRAFFIC MANAGEMENT SOFTWARE

Sponsors: Engineering

Attachments: [Quote.pdf](#)

Chairman Street stated this software will cost \$84,500 and \$12,500 annually. He noted it could be extended after 2 years.

City Engineer Craig Light explained Siemens is the only provider for this software in the Southeast region of the United States. He noted the AHTD recommended this software for traffic signalization. He added the City has a cluster of signals that work off a set of master controls and the City is trying to put all the signals on one central server. He further added the software can control up to 100 intersections, but the City can buy additional modules if it gets over 100 intersections.

Mayor Perrin noted this software will be paid 100% for by the Energy Grant.

A motion was made by Councilman Darrel Dover, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 3 - Gene Vance; Mitch Johnson and Darrel Dover

Absent: 2 - Chris Moore and Charles Coleman

ORD-11:064 AN ORDINANCE AMENDING THE STORMWATER MANAGEMENT REGULATIONS TO INCLUDE ADDITIONAL DEFINITIONS AND FOR CLARITY PURPOSES

Sponsors: Engineering

Mr. Light explained this comes from the Stormwater Board and amends the regulations that deal with properties that are being redeveloped. He noted this will require that a developer mitigate 20% of the properties' pervious area.

Councilman Vance asked if this applies to an addition being added onto a building. Mr. Light answered no because the addition to a building has already been addressed with the 2000 sq foot rule.

A motion was made by Councilman Gene Vance, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 3 - Gene Vance; Mitch Johnson and Darrel Dover

Absent: 2 - Chris Moore and Charles Coleman

ORD-11:066 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS, CHAPTER 117, ZONING; BY MODIFYING SECTIONS 117-2 DEFINITIONS, AND SECTION 117-324 PARKING SURFACING, REGULATING THE INSTALLATION OF ALTERNATIVE PARKING SURFACING ON PROPERTIES WITHIN THE CITY LIMITS

Sponsors: Planning and Engineering

Chairman Street stated this has to do with seasonal or event parking. He added this is drainage friendly by allowing water to seep into the ground.

Councilman Vance recommended the City look at what is modern when it concerns water runoff.

A motion was made by Councilman Mitch Johnson, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 3 - Gene Vance; Mitch Johnson and Darrel Dover

Absent: 2 - Chris Moore and Charles Coleman

Resolutions To Be Introduced

RES-11:158 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALVIN CRABTREE DBA ALVIN CRABTREE & SON FOR THE 2011 BELT STREET ACCESS TO TRANSIT PROJECT

Sponsors: JETS and Engineering

Attachments: [Contract Documents.pdf](#)
[Bid 2011-37 JETS Sidewalk Tabulation.pdf](#)
[Certification.pdf](#)

Mayor Perrin noted this was the lowest bid meeting specifications at \$97,241.

Councilman Vance asked if this resolution is time sensitive. Mayor Perrin answered no.

A motion was made by Councilman Gene Vance, seconded by Councilman Mitch Johnson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 3 - Gene Vance; Mitch Johnson and Darrel Dover

Absent: 2 - Chris Moore and Charles Coleman

4. Pending Items

5. Other Business

Colony Park

Mr. Light explained he and Chief Operating Officer LM Duncan met with Mitchell Caldwell last week for prices on asphalt work and what is the best way to proceed.

Mayor Perrin stated Mr. Caldwell has agreed to give the City some lots for a detention pond, but it will not solve the problem. He added the City is fixing to start work on Richardson Road this year, and the easements are being acquired for the work. He also added the City cannot take Mr. Caldwell's property, but will get the easement from the other property owner. Mr. Light stated the City has an easement of 25 feet from Mr. Caldwell, but needs another 20 feet from the adjacent property owner.

Flood maps

Councilman Johnson asked for an update concerning the flood maps. Mr. Light answered the City is waiting for FEMA to tell the City to adopt it. He noted FEMA is still dealing with the certification and decertification of various levees with the Corp of Engineers so there is no timeline.

Mayor Perrin explained due to all the flooding that has occurred the maps have been put on the back burner. He added the City probably will not hear anything within the next year.

6. Public Comments**7. Adjournment**

A motion was made by Councilman Mitch Johnson, seconded by Councilman Darrel Dover, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 3 - Gene Vance; Mitch Johnson and Darrel Dover

Absent: 2 - Chris Moore and Charles Coleman



Legislation Details (With Text)

File #:	RES-11:162	Version:	1	Name:	Maintenance agreement with Sarah Davis for 6023 S. Caraway Road
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	9/12/2011	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 KEITH DAVIS MINOR PLAT, 6023 SOUTH CARAWARY ROAD, A RESIDENTIAL DEVELOPMENT				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 KEITH DAVIS MINOR PLAT, 6023 SOUTH CARAWARY ROAD, A RESIDENTIAL DEVELOPMENT

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Sarah Davis has submitted a Maintenance Agreement for Stormwater Management Facilities for Lot 1 Keith Davis Minor Plat, 6023 South Caraway Road development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Sarah Davis and authorizes the filing of a record plat for Lot 1 Keith Davis Minor Plat, 6023 South Caraway Road development.

Section 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Residential
Project Address: 6023 South Cera way
Owner(s): Keith & Sarah Davis
Owner Address: 1200 North Wilson St.
City: Harrisburg State: AR Zip Code: 72432

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 6 day of September, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Sarah Davis, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for 6023 South Cera way as recorded in the records of Craighead County, Arkansas.
LOT 1 KEITH DAVIS MINOR PLAT

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner/Agent:	<u>Sarah Davis</u> Printed Name	<u>Sarah Davis</u> Signature	<u>9-6-11</u> Date
Owner/Agent:	_____ Printed Name	_____ Signature	_____ Date

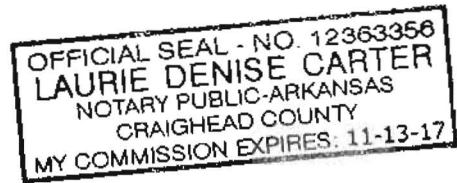
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Sarah Davis, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 6 day of September 2011.

Laurie Denise Carter
Notary Public (Printed Name)

Laurie Denise Carter
Notary Public (Signature)



My Commission Expires: 11-13-17

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #:	RES-11:164	Version:	1	Name:	Maintenance agreement with Dennis & Kay Noell for Noell Parker Road Addition Replat
Type:	Resolution	Status:			To Be Introduced
File created:	9/14/2011	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR "REPLAT OF NOELL PARKER ROAD ADDITION", DNW, A COMMERCIAL DEVELOPMENT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR "REPLAT OF NOELL PARKER ROAD ADDITION", DNW, A COMMERCIAL DEVELOPMENT

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Dennis and Kay Noell has submitted a Maintenance Agreement for Stormwater Management Facilities for "Replat of Noell Parker Road Addition", DNW development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Dennis and Kay Noell and authorizes the filing of a record plat for "Replat of Noell Parker Road Addition", DNW development.

Section 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: DNW
Project Address: 1711 E. Parker Rd
Owner(s): Dennis and Kay Noell
Owner Address: 3011 Sloan Circle
City: Jonesboro State: AR Zip Code: 72404

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 13 day of September, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Dennis and Kay Noell, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for DNW as recorded in the records of Craighead County, Arkansas. REPLAT OF NOELL PARKER ROAD ADDITION

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.


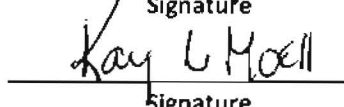
WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner/Agent:	Dennis C. Noell		9-13-11
	Printed Name	Signature	Date
Owner/Agent:	Kay Noell		9/13/11
	Printed Name	Signature	Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

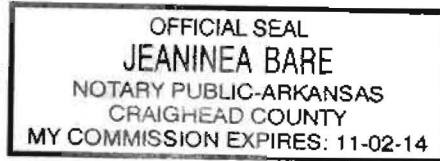
On this day before me, the undersigned officer, personally appeared Dennis and Kay Noell, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 13 day of September 2011.

Jeanine Bare

Notary Public (Printed Name)

Jeanine Bare
Notary Public (Signature)



My Commission Expires: 11/2/14

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #:	RES-11:169	Version:	1	Name:	Contract with Garver LLC for engineering on the Bridge Street Bridge project
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	9/20/2011	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER, LLC TO PERFORM PROFESSIONAL ENGINEERING SERVICES				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER, LLC TO PERFORM PROFESSIONAL ENGINEERING SERVICES

Body

WHEREAS, the City of Jonesboro desires to enter into an agreement for professional engineering services for site investigations, structural analysis and design, and preparing detailed contract plans for rehabilitation improvements to the Bridge Street Bridge in the City of Jonesboro;

WHEREAS, based on annual Statement of Qualifications submitted, the firm selected to perform professional engineering services for rehabilitation improvements to the Bridge Street Bridge is Garver, LLC;

WHEREAS, Garver, LLC has agreed to provide the Scope of Services detailed in the attached agreement for a lump sum cost of \$49,500.00;

WHEREAS, funding for the execution of the agreement shall come from the Capital Improvements budget and compensation shall be paid in accordance with the agreement.

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

Section 1: That the City of Jonesboro shall enter into an agreement with Garver, LLC in the amount of \$49,500.00 to perform professional engineering services for the rehabilitation improvements to the Bridge Street Bridge.

Section 2: That the funding for the execution of the agreement shall come from the Capital Improvements budget and compensation shall be paid in accordance with the agreement.

Section 3: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF JONESBORO
JONESBORO, ARKANSAS
Project No. 11017150**

This is an agreement made as of September 13, 2011, between the **City of Jonesboro**, hereinafter called "Owner" and **Garver, LLC**, hereinafter called the "Engineer".

The Owner intends to make the following improvements:

Repairs to the Bridge Street Bridge including the bridge deck, bridge joints, bearing replacement, and spall repair.

The Engineer will provide engineering services related to these improvements as described herein.

The Owner and the Engineer in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering services by the Engineer and the payment for those services by the Owner as set forth below. Execution of the agreement by the Engineer and the Owner constitutes the Owner's written authorization to the Engineer to proceed on the date first above written with the services described herein.

SECTION 1 - EMPLOYMENT OF THE ENGINEER

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner, and the standards of skill and care ordinarily used by members of the Engineer's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. All of the engineering and surveying services included in this agreement will be supplied by the Engineer's personnel.

SECTION 2 - SCOPE OF SERVICES

The Engineer's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay the Engineer on a lump sum basis. The Owner intends to pay the Engineer from its General Fund and represents that funds are available to pay the Engineer from the General Fund, or funds will be borrowed from another source as necessary to pay the Engineer.

If any payment due the Engineer under this agreement is not received within 60 days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or

liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Plans - Rehabilitation	\$49,500	Lump Sum
TOTAL FEE	\$49,500	Lump Sum

The lump sum amount to be paid under this agreement is \$49,500. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond the Engineer's control, will be increased 6% annually with the first increase effective on or about June 1, 2012.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix B for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2012.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.
3. Coordination with the BNSF and UP railroads.
4. Removal of a portion of the bridge deck sliding plates at designated locations to explore the existing condition underneath. (4 locations)
5. Removal of a portion of existing asphalt overlay at the top of the approach slab to determine the thickness of the overlay. (2 locations)
6. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition

and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.

7. Furnishing the Engineer such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
8. Paying all plan review and advertising costs in connection with the project.
9. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
10. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
11. Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.
12. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

The Engineer's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, the Engineer will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Engineer's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

The Engineer retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants. The Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of the Engineer.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Engineer's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by the Engineer.

The Owner understands that the construction cost estimates developed by the Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, the Engineer will not be required to re-design the project without additional compensation.

5.3 Utilities

The Engineer will not research existing utilities. However, we will include any utility information provided by the City.

5.4 Insurance

The Engineer currently has in force, and agrees to maintain in force for the life of this Contract, the following schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

The Engineer will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, the Engineer agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Engineer, its subconsultants, or any other party for whom the Engineer is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify the Engineer for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Engineer and the Owner, they shall be borne by each party in proportion to its own negligence.

5.7 Design without Construction Phase Services

It is understood and agreed that the Engineer's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against the Engineer that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of

defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer.

If the Owner requests in writing that the Engineer provide any specific construction phase services and if the Engineer agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer to all those named shall not exceed \$500,000, or the Engineer's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Engineer shall not be liable to Owner for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and Engineer, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to the Engineer. If this Agreement is so terminated, the Engineer shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, the

Engineer may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 - APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- 8.1.1 Appendix A - Scope of Services
- 8.1.2 Appendix B - Fee Spreadsheet

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

OWNER

ENGINEER

CITY OF JONESBORO

GARVER, LLC

By: _____

By: *[Signature]*

Title: _____

Title: *Vice President*

ATTEST: _____

ATTEST: *[Signature]*

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes site investigations, structural analysis and design, and preparing detailed contract plans for rehabilitation improvements to the Bridge Street Bridge. Improvements will consist primarily of the following:

- **Determination of Repairs** – The Bridge Street Bridge Rehab Project will involve a site visit to assess the bridge condition and determine the repair needs. In addition, the latest AHTD bridge inspection report, the existing bridge plans, and the repair plans from 1979 will be reviewed.
- **Bridge Deck** – Based on the site visit on April 14, 2011, the bridge deck that was visually inspected appears to be in good shape. The plans will include removal and replacement of the existing asphalt overlay with a new concrete transition at both ends of bridge. The repair may involve approach slab removal and replacement.
- **Bridge Joints** – The plans will include details for joint replacement using X.J.S. Joints. A portion of the existing slider plates will be removed and new nosing material will be added at each joint.
- **Bearing Replacement** – The plans will include details to replace the existing rocker bearings with new elastomeric bearings. New concrete pedestals at piers may be needed for the bearing replacement. For all piers adjacent to the railroad tracks, a structural steel support system will be designed and detailed to facilitate bearing removal and replacement of the bearings with minimum interference with the railroad tracks. For the other piers, the contractor will be required to provide the jacking and bracing using his/her preferred method and utilizing existing equipments and material and thus this will minimize the cost of the operation.
- **Spall Repair** – The plans will provide spall repair details for the beams, piers, and abutments. The plans will identify field designated locations. We also recommend the use of Fiber Reinforcing Wrapping for spalls located at the columns and beam ends to provide additional strength.
- **Maintenance of Traffic** – Bearing replacement, joint replacement, and approach slab repair portion of bridge repair work cannot be performed under traffic; therefore, traffic control plans for a signed detour will be developed to reroute the traffic during these particular repairs. The contractor can perform the other work during this period.
- **Specifications** – Garver will provide specifications and special provisions necessary for the inclusion in the bid documents.

- **Opinion of Probable Cost** – Garver will provide a probable cost based on weighted averages and experience.

2.4 Coordination

The Engineer will attend coordination meetings with the Owner and other agencies/railroad officials as required.

2.7 Preliminary Design

The preliminary design phase submittal will include a site visit, drawings, and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. The Engineer will not begin final design until the preliminary design is approved by the Owner in writing.

2.8 Final Design

During the final design phase of the project, the Engineer will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. The Engineer will also make final field inspection with Owner, make any needed plan changes as a result of the final field inspection.

2.14 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by the Engineer:

1. Three copies of the Preliminary Plans with opinion of probable construction cost.
2. Three copies of the Final Plans and Specifications with opinion of probable construction cost.
3. Electronic files as requested.

2.15 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner’s convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Coordination or design of any utilities relocation.
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
5. Construction materials testing.
6. Geotechnical testing.
7. Surveying.
8. Advertising and bid services.
9. Title II services.
10. Construction administration and inspection.
11. Front end sections of construction contract documents.
12. Load rate the bridge
13. Plans for temporary construction easement for the contractor’s equipment and storage of

material during construction.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

2.16 Schedule

The Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Site Visit and Inspection	7 days from start date
Analyze Existing Plans and Reports	14 days from start date
Preliminary Design	77 days from start date
Final Site Visit with City	7 days from receipt of Owner's comments
Final Plans	21 days from receipt of Owner's comments

APPENDIX B
Project Name/Number
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 88.00
E-2	\$ 99.00
E-3	\$ 123.00
E-4	\$ 143.00
E-5	\$ 176.00
E-6	\$ 235.00
Planners	
P-1	\$ 103.00
P-2	\$ 124.00
Designers	
D-1	\$ 80.00
D-2	\$ 111.00
Technicians	
T-1	\$ 71.00
T-2	\$ 92.00
Surveyors	
S-1	\$ 38.00
S-2	\$ 51.00
S-3	\$ 67.00
S-4	\$ 99.00
S-5	\$ 127.00
2-Man Crew (Survey)	\$ 160.00
3-Man Crew (Survey)	\$ 200.00
2-Man Crew (GPS Survey)	\$ 180.00
3-Man Crew (GPS Survey)	\$ 220.00
Construction Observation	
C-1	\$ 77.00
C-2	\$ 108.00
C-3	\$ 144.00
Administration	
X-1	\$ 49.00
X-2	\$ 66.00
X-3	\$ 109.00

APPENDIX B

CITY OF JONESBORO BRIDGE STREET BRIDGE REHAB PROJECT

FEE SUMMARY

<u>Title I Services</u>	<u>Estimated Fees</u>
Rehab Plans	\$49,500.00
Subtotal for Title I Services	\$49,500.00

APPENDIX B

CITY OF JONESBORO
BRIDGE STREET BRIDGE REHAB PROJECT

BRIDGE REPAIR

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	F-2	P-1	D-2	D-1	T-2	T-1	S-5	S-4	S-3	S-2	S-1	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	C-3	C-2	C-1	X-3	X-2	X-1	MANHOUR SUBTOTALS
	\$225.00 hr	\$176.00 hr	\$142.00 hr	\$125.00 hr	\$99.00 hr	\$86.00 hr	\$124.00 hr	\$109.00 hr	\$111.00 hr	\$60.00 hr	\$92.00 hr	\$71.00 hr	\$127.00 hr	\$95.00 hr	\$67.00 hr	\$51.00 hr	\$36.00 hr	\$160.00 hr	\$200.00 hr	\$160.00 hr	\$220.00 hr	\$144.00 hr	\$108.00 hr	\$77.00 hr	\$105.00 hr	\$66.00 hr	\$45.00 hr	
1. Preliminary Plans																												
Site Visit		6		6																								
Layout Drawing				1	7						7																	
Quantities and General Notes				3	7						7																	
Typical Section Drawing (bearings)					3						7																	
Bearing Assembly Design and Detailing (steel units -36 Bearing)				7	24						18																	
Joint Removal and Replacement with X.J.S. Joints (13 joints)				3	8						7																	
Spall Repair Details				1	7						3																	
Approach Slab Repair Details				8	12						12																	
Jacking and Bracing Design and Details by Railroad Track Piers				7	18						18																	
Riser Blocks detailing		1		3	12						12																	
Regular Jacking Details (spans not adjacent to the railroad track)				1	3						3																	
Railroad Clearance Details and Special Specifications		1		1	7						7																	
Railroad Coordination		7		7																								
Maintenance of Traffic		3				12																						
Probable Cost Estimate		1		1	6																							
Subtotal - Preliminary Plans	0	21	0	47	122	12	0	0	0	0	108	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2. Final Plans																												
Site Visit		8		8																								
Coordination Meeting		8		8																								
Layout Drawing				1	1						1																	
Quantities and General Notes				1	1						1																	
Specifications		2		4	16						8																	
Typical Section Drawing (bearings)				1	1						1																	
Bearing Assembly Design and Detailing (steel units -36 Bearing)				1	8						6																	
Joint Removal and Replacement with X.J.S. Joints (13 joints)				1	3						1																	
Spall Repair Details				1	1						1																	
Approach Slab Repair Details				1	4						1																	
Jacking and Bracing Design and Details by Railroad Track Piers				1	6						6																	
Riser Blocks detailing		1		1	4						4																	
Regular Jacking Details (spans not adjacent to the railroad track)				1	1						1																	
Railroad Clearance Details and Special Specifications		1		1	1						1																	
Railroad Coordination		1		1																								
Maintenance of Traffic		1				4																						
Probable Cost Estimate		1		1	2																							
Subtotal - Final Plans	0	23	0	33	48	0	0	0	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Hours: 0 44 0 80 170 12 0 0 0 0 0 144 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 450

Salary Costs: \$0.00 \$7,744.00 \$0.00 \$9,840.00 \$16,830.00 \$1,056.00 \$0.00 \$0.00 \$0.00 \$0.00 \$13,248.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$48,718.00

SUBTOTAL - SALARIES: \$48,718.00

DIRECT NON-LABOR EXPENSES
 Document Printing/Reproduction/Assembly \$232.00
 Postage/Freight/Courier \$100.00
 Office Supplies/Equipment \$50.00
 Communications \$0.00
 Survey Supplies \$0.00
 Aerial Photography \$0.00
 GPS Equipment \$0.00
 Computer Modeling/Software Use \$0.00
 Traffic Counting Equipment \$0.00
 Travel Costs \$400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$782.00

SUBTOTAL: \$49,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$49,500.00