TENTATIVE AGENDA Review Committee of the Arkansas Legislative Council

Monday, November 03, 2008 01:30 PM Room 171, State Capitol Little Rock, Arkansas

Sen. Barbara Horn, Chair

Sen. Jack Critcher

Sen. Steve Bryles

Sen. Jim Luker

Sen. Denny Altes

Sen. Tracy Steele

Sen. Gene Jeffress

Sen. John Paul Capps

Sen. Henry "Hank" Wilkins, IV, ex officio

Sen. Steve Faris, ex officio

Rep. David Dunn, Chair Rep. Keven Anderson Rep. Stan Berry Rep. Curren Everett Rep. Roy Ragland Rep. Eddie Cooper Rep. Nathan George Rep. Tommy Lee Baker Rep. Scott Sullivan, ex officio Rep. John Paul Wells, ex officio

Rep. Susan Schulte, Non-Voting

A. Call to Order.

B. Items Held Over/Needing Additional Information

- 1. Tower Lease Agreement Arkansas Forestry Commission and Arkansas State Police Gaither Mountain Tower Lease was reviewed at October 1st meeting Information requested on Liability Insurance Coverage (found on Page 3 of agreement)
- Professional Consultant Services Contract Arkansas Department of Education and The College Board Contract brought before ALC on October 17 Not Reviewed Agency resubmitting contract
 amendment to Review Committee with changes

C. Requests

- 1. As required by Arkansas Code 22-9-104, from various state agencies regarding Review of Methods of Finance
- 2. As required by Arkansas Code 19-4-1415, from various state agencies regarding Review of General Contractors Construction Projects exceeding Five Million Dollars
- 3. As required by Arkansas Code 19-4-2201, from various state agencies regarding Review of Discretionary Grants
- 4. As required by Arkansas Code 22-8-102, from the Office of State Procurement regarding Approval of Motor Vehicle Leases
- 5. As required by Arkansas Code 19-11-1006, from various state agencies regarding Review of Professional/Consultant Services Contracts
- 6. As required by Arkansas Code 12-8-306, Tower Lease Agreements
- 7. As required by Arkansas Code 22-9-208 Renovation of Historic Sites

Notice: Silence your cell phones. Keep your personal conversations to a minimum. Observe restrictions designating areas as "Members and Staff Only"

- 8. As required by Arkansas Code 19-11-263 Special Procurements
- 9. As required by Arkansas Code 19-11-265 Technical Services Contracts

D. Reports and Communications

- 1. Monthly Report from the Department of Finance and Administration regarding listing of all Professional Service Contracts Approved during the month (Reporting Agencies, User Agencies, and \$5,000 to \$25,000 Exempted Contracts Report)
- 2. Monthly Report from the Department of Finance and Administration regarding applications for Federal support by state agencies, boards, commissions and publicly supported institutions
- 3. Monthly Report from the Department of Finance and Administration regarding listing of all Technical Services Contracts

E. Other Business -

- 1. Review of Timber Sale Department of Human Services Behavioral Health and Culpepper Lodging
- F. Adjournment

ARKANSAS FORESTRY COMMISSION



3821 West Roosevelt Road Little Rock, Arkansas 72204-6396 (501) 296-1940 fax: (501) 296-1949

John T. Shannon, R.F. State Forester

July 30, 2007

Department of Information Services Attn: Penny Rubow

Subject: Use of AWIN Gaither Mountain Radio Tower

Dear Ms. Rubow,

The Arkansas Forestry Commission (AFC) operates & maintains a statewide radio system primarily used to support AFC personnel during fire suppression activities. The radio system is extremely important and maximizing its performance is top priority.

The AFC currently has a two way radio repeater located in the northern section of Newton County atop Boat Mountain. In order to maximize our radio coverage and minimize "dead spots" in the northern section of Boone County we are requesting permission to relocate our repeater to the GAITHER MOUNTAIN TOWER located near Gaither, AR.

To date, the AFC has several of its repeaters located on AWIN (ASP) towers throughout the state. We install our equipment per their required guidelines & adhere to all applicable FCC Rules & Regulations.

With the upcoming fire season soon upon us, we are looking forward to a quick response to our request. Please feel free to contact me if there are any questions.

Respectfully,

Steve Brown Arkansas Forestry Commission Communications Manager 501-454-0122

Cc: Don McBride, Larry Nance, Eric Curl

RESOLUTION

Under the authority of Arkansas Code Annotated § 12-8-305, the Communications Site Lease Agreement between the Arkansas State Police and Arkansas Forestry Commission has been reviewed and approved by the Arkansas State Police Commission.

The Agreement shall be deemed to be in effect upon its review by the Arkansas Legislative Council, as provided by Arkansas Code Annotated § 12-8-306.

The Director of the Department of Arkansas State Police is hereby authorized to execute and administer this Agreement.

Approved this 12th day of August, 2008.

Commission Secretary Commission

Commission Chairman

ARKANSAS STATE POLICE COMMUNICATIONS SITE LEASE AGREEMENT

I. LESSEE INFORMATION:

Arkansas Forestry Commission (LESSEE) 3821 West Roosevelt Road Little Rock, Arkansas 72204 501-296-1873

Call Sign(s):	

II. LESSOR INFORMATION:

Arkansas State Police (LESSOR) #1 State Police Plaza Drive Little Rock, Arkansas 72209 501-618-8000

III. SITE INFORMATION:

LESSOR Site Number: I-19

LESSOR District: Troop I

LESSOR Site Name: Gaither Mountain

IV. GENERAL:

- 1. LESSOR has a limited amount of tower and building space available for LESSEE.
- 2. LESSEE shall comply with all conditions set forth herein, and applicable state and federal laws.
- 3. LESSEE shall use Motorola R56 Standards and Guidelines as technical specifications for antennae grounding, hardware configuration, and base station installation. All technical specifications are subject to LESSOR inspection and approval.

V. TERMS AND CONDITIONS:

- 1. LESSOR shall permit LESSEE to install one (1) base/repeater station in LESSOR building. Equipment must be state-of-the-art, FCC type accepted, and commercially manufactured equipment. LESSOR shall allow LESSEE to utilize existing AC Power in shelter.
- 2. LESSEE shall complete LESSOR'S Technical Information Form for each site and base station system and attach said Forms to this Agreement for incorporation as part of this Agreement.
- 3. LESSOR shall permit LESSEE to install one antenna at the site as indicated in Section III of this Agreement, and as per the attached Technical Information Forms in a pre-approved location.
- 4. Should LESSEE require an antenna location or antenna type not previously engineered, LESSEE may, with approval of LESSOR, request to have the tower manufacturer engineer specific antenna location and antenna type needs at LESSEE's expense. Any expense for modification of the tower shall be the sole responsibility of the LESSEE. All antenna hardware shall be of commercial manufacture, galvanized and of the proper size and style for the tower. Antenna cables shall be equipped with grounding kits conforming and installed according to Motorola R56 Standards and Guideline and LESSOR.
- 5. Base equipment and antennae systems shall be installed by or under the direct supervision of competent, recognized, qualified technician(s), with adequate experience as determined by industry standards.
- 6. LESSEE shall furnish a complete list of all site-authorized persons to LESSOR with the onset of this Agreement and shall notify LESSOR of any changes to said list within five (5) days of such change. LESSEE agrees that it will not give unauthorized personnel access to the site.
- 7. LESSEE shall take all measures necessary to render the tower site and all equipment inaccessible to unauthorized persons.
- 8. LESSEE shall call AWIN to inform LESSOR who and when site-authorized personnel will enter and leave the tower site in order to protect the security of the tower site.
- 9. LESSEE shall maintain its equipment in optimum operating condition and keep the building, site and area clean and secure.

- 10. Upon termination of this Agreement, LESSEE shall remove all of its property from the tower and tower site. LESSEE shall at its expense restore the tower and tower site to its original condition.
- 11. LESSEE shall not sublease any of its rights under this Agreement without the prior written consent of LESSOR.
- 12. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

VI. INSURANCE:

- 1. LESSEE shall maintain adequate liability insurance to protect LESSOR and other lessees from any damage caused by its equipment or personnel.
- LESSEE shall bond its tower climbers for minimum of \$500,000.
- 3. LESSEE shall maintain Worker's Compensation Insurance, when applicable.

VII. LIABILITY:

- 1. Except for its own acts, LESSOR shall not be liable to LESSEE or any other person for any loss or damage regardless of cause. LESSOR does NOT guarantee alarm protection or response to LESSEE equipment area.
- 2. LESSEE shall indemnify and hold harmless LESSOR its agents and employees from any loss, damage or liability, consequential or otherwise, occasioned by, growing out of or arising or resulting in connection with this Agreement.
- 3. LESSOR shall have no liability for any loss or damage due to personal injury, property damage, libel or slander or unsatisfactory communications experienced by LESSEE for any reason whatsoever.
- 4. LESSOR assumes no responsibility for damages to LESSEE's equipment due to an act of nature.
- 5. This Agreement is not intended to waive or limit LESSOR's sovereign immunity.

VIII. AGREEMENT TERM AND CONTINUATION:

1. This Agreement shall commence upon approval of the Arkansas State Police Commission and submission to Arkansas Legislative Council. This agreement

- shall run for a period of five (5) years; provided however, the parties may extend this Agreement in writing.
- 2. Either party has the right to cancel this Agreement, for any reason, by giving at least ninety (90) days written notice to the other party. This right does not limit any other right of termination either party may have.
- 3. LESSOR may cancel this Agreement with at least thirty (30) days written notice if LESSEE fails to enforce the conditions of this Agreement, or fails to promptly pay appropriate charges for the site use. LESSOR may cancel this Agreement immediately if LESSEE causes interference with LESSOR or any other tenant's equipment on the site.

IX. FEES:

- 1. The LESSOR and LESSEE agree that in lieu of rent, a public advantage of the following services will be made available by LESSEE. The LESSEE shall provide its personnel with a radio system to support the mission of the Arkansas Forestry Commission.
- 2. LESSOR reserves the right to charge a fee during the term of the Agreement on the next anniversary payment date; provided that, LESSOR has given at least ninety (90) days notice prior to said fee increase. The anniversary payment date shall be the beginning of LESSOR's fiscal year, July 1.
- 3. LESSEE shall be responsible for the security of its equipment and any associated costs.

X. OPERATIONS OF EQUIPMENT:

- 1. LESSEE shall install, maintain and operate its equipment in accordance with all state and federal law and regulations (including but not limited to the Federal Communications Commission).
- 2. LESSEE's equipment shall not cause interference with LESSOR's equipment, any other tenant equipment, or any radio or television transmitting or receiving equipment, whether located on site or not.
- 3. LESSOR shall conduct a study before the installation of LESSEE's equipment to determine whether intermodulation or other interference is likely to occur with LESSOR or other tenant equipment.

4. It shall be the sole responsibility of LESSEE to correction any interference that may occur due or its equipment. LESSEE equipment shall be rendered inoperable immediately if such interference is detected until this Agreement is either terminated to LESSEE corrects the interference.

XI. NOTICE

- 1. The address for LESSOR is Arkansas State Police, Headquarters Communications, 1 State Police Plaza Drive, Little Rock, AR 72209 Phone 501-618-8000.
- 2. LESSEE shall furnish its full address to LESSOR at time of Agreement and shall notify LESSOR of any change in its address within five (5) days of such change.
- 3. LESSEE shall furnish LESSOR the complete name, address and 24-hour phone number(s) for a responsible party or parties that will respond to any emergency or need involving LESSEE's equipment at the site.
- 4. LESSEE shall furnish LESSOR a copy of LESSEE's Federal Communications Commission license showing that a license for equipment installed on site is current and correct. LESSEE shall update LESSOR with a copy of any license renewal or modification to said license issued to LESSEE.
- 5. Copies of any correspondence should be directed to the Arkansas Wireless Information Network, Department of Information Systems, One Capitol Mall, Little Rock, Arkansas 72203.

LESSOR Chillips

DIRECTOR

TITLE

12 (Mgnst 2008)

LESSEE

CHIEF FISCH OFFICER

HILL

DATE

State: NY

SUMMARY SCHEDULE OF STATE AGENCY CONTRACTS FOR ARKANSAS LEGISLATIVE COUNCIL REVIEW AS REQUIRED BY ARKANSAS CODE 19-11-1006

Out-of-State Contracts

1. Agency: Education Department Contractor: College Board/Education Testing Services

Location: New York

Total Authorized: \$2,000,000.00 Org. Term 04/01/2007 10/31/2008 Procurement: Sole Source by Justification

Total After Review: \$3,837,274.00 Funding State - 100%

Total Projected: \$14,000,000.00 Contract Number: 4600012088

Org/Am: Paid To Date Amount Objective: New Exp Date Amd. 1,837,274.00 1,831,066.00 Increases funds. History: Amd. 1 0.00 1,831,066.00 Extends contract date. 10/31/2009 Original: 2,000,000.00 To provide Advance Placement (AP) exams taken May 2007 for public school students desiring the weighted credit for AP classes.

METHODS OF FINANCE

	AGENCY	PURPOSE	ORIGINAL TOTAL PROJECTED COST	REVISED TOTAL PROJECTED COST	TYPE OF FUNDING
1.	Arkansas State University - Beebe	New Parking Lots. Construct two new parking lots on Iowa and Orange Streets.	\$598,500.00		Tuition & Fees 100%.
2.	Arkansas Tech University	Critz Repair and Renovation. Repair, renovate and convert one half of Critz Hall to student housing.	\$240,000.00	\$1,045,084.00	Rental Income from student housing 100%.
3.	Arkansas Tech University	Brown Hall R&R. Brown Hall HVAC replacement and other repairs and renovation.	\$402,500.00		Rental Income from student housing 100%.
4.	Arkansas Tech University	Rousch Hall R&R. Rousch Hall HVAC replacement and other repairs and renovation.	\$460,000.00		Rental Income student housing 100%.
5.	University of Arkansas - Fayetteville	Fine Arts Theatre Life Safety Issues. Fine Arts Center egress routes, new switchgear, sprinkler, fire alarms and air handlers. Expand scene shop for welding, cutting and etc.	\$587,250.00	\$1,727,973.40	General Improvement 6%, Agency Bank Funds 29% and Bond Proceeds 65%
6.	University of Arkansas - Fort Smith	Student Housing. Design Services.	\$828,750.00		University Reserves 100%.
7.	Pulaski Technical College	New Bus & Office Tech Bldg & Aviation Hangar. Construction of a 20,000 square foot Business & Office Technology Building & a new 25,000 square foot Aviation Hangar.	\$6,250,000.00	\$8,650,000.00	General Improvement funds 6%, Bond Proceeds 11%, Higher Education Bonds 72% & City of North Little Rock 11%.

A.C.A. 19-4-1415 Project Transmittal Form

To:

Bureau of Legislative Research

Room 315, State Capitol Little Rock, AR 72201

Attn:

Kathy Schmidt, Legislative Analyst

Review Committee

Date:

October 2, 2008

From:

Jennus Burton, Vice President for Systems Operations

Arkansas State University

MBC Plaza - Third Floor, Suite 300

2400 East Highland Jonesboro, AR 72401

Institution: ASU-J

Institution Contact: David T. Carty

Construction Coordinator

Project Description:

Design and construction of a Recreation Center on the ASU-J Campus.

Procurement Method: RFQ as authorized by A.C.A. 19-4-1415

Contractor: CDI Contractors

Term:

530 Calendar Days

Estimated Completion Date:

30-Mar-10

Total Project Cost:

\$17,000,000

Funding Sources (%):

	University Reserves
100%	State (List sources): Higher Ed Bond Funds
	Federal
	Gifts
	Bond Proceeds

ADH Discretionary Grants for November Review

1. Agency: Arkansas Department of Health/

Center for Local Public Health /Section: Office of Rural Health & Primary Care

Grantee: CLAY FERGUSON, M.D

900 West Leslie Street Suite 3

P O Box 522

Nashville, AR 71852

Term: 12/01/08 to 09/30/09 Selection: Request for Application

Cost: \$25,000.00 Sub-grant #: 4600016188

Fund Source: 100% STATE (GENERAL IMPROVEMENT FUND)

Purpose:

Amend. #:

Amount:

The Rural Physician Incentive Revolving Fund is an initiative created to encourage physicians to locate and to remain in the practice of primary care (family practice, general practice, pediatrics, internal medicine, or OB/GYN) in an Arkansas rural community for a period of four years. Payments of the \$55,000.00 grant are made \$25,000.00 at the beginning of the first year, and \$10,000.00 at the end of years two, three and four. The service coverage area is Nashville and Dierks, Arkansas and surrounding area, Howard County.

2. Agency: Arkansas Department of Health/

Center for Local Public Health /Section: Office of Rural Health & Primary Care

Grantee: JILL PILLOW, M.D. DBA PILLOW CLINIC

208 Neill Road

Helena, West Helena, AR 72342

Term: 12/01/08 to 09/30/09 Selection: Request for Application Cost: \$25,000.00 Sub-grant #: 4600016189

Fund Source: 100% STATE (GENERAL IMPROVEMENT FUND)

Purpose:

Amend. #:

Amount:

The Rural Physician Incentive Revolving Fund is an initiative created to encourage physicians to locate and to remain in the practice of primary care (family practice, general practice, pediatrics, internal medicine, or OB/GYN) in an Arkansas rural community for a period of four years. Payments of the \$55,000.00 grant are made \$25,000.00 at the beginning of the first year, and \$10,000.00 at the end of years two, three and four. The service coverage area is Helena/West Helena, Arkansas and surrounding area, Phillips County.

3. Agency: Arkansas Department of Health/

Center for Local Public Health /Section: Office of Rural Health & Primary Care

Grantee: SANDRA SHEIRON, D.O., PA, DBA SHEIRON FAMILY PRACTICE CLINIC

733 Roberts Dr.

Monticello, AR 71655

Term: 12/01/08 to 09/30/09 Selection: Request for Application

Cost: \$25,000.00 Sub-grant #: 4600016190

Fund Source: 100% STATE (GENERAL IMPROVEMENT FUND)

Purpose: Amend. #: Amount:

The Rural Physician Incentive Revolving Fund is an initiative created to encourage physicians to locate and to remain in the practice of primary care (family practice, general practice, pediatrics, internal medicine, or OB/GYN) in an Arkansas rural community for a period of four years. Payments of the \$55,000.00 grant are made \$25,000.00 at the beginning of the first year, and \$10,000.00 at the end of years two, three and four. The service coverage area is Monticello, Arkansas and surrounding area, Drew County.

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ADH Discretionary Grants for November Review

4. Agency: Arkansas Department of Health/

Center for Local Public Health/Section: Office of Rural Health & Primary Care

Grantee: WILLIS CLINIC (SHERITA WILLIS, M.D.)

608 W. Union Ave. Osceola, AR 72370

Term: 12/01/08 to 09/30/09

Selection: Request for Application

Cost: \$25,000.00 Sub-grant #: 4600016191 Fund Source: 100% STATE (GENERAL IMPROVEMENT FUND)

Purpose:

Amend. #:

Amount:

The Rural Physician Incentive Revolving Fund is an initiative created to encourage physicians to locate and to remain in the practice of primary care (family practice, general practice, pediatrics, internal medicine, or OB/GYN) in an Arkansas rural community for a period of four years. Payments of the \$55,000.00 grant are made \$25,000.00 at the beginning of the first year, and \$10,000.00 at the end of years two, three and four. The service coverage area is Osceola, Arkansas and surrounding area, Mississippi County.

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DHS Grants for November Review

1. Agency: Human Services Department/Division of County Operations

Grantee: Arkansas Community Action Agencies Association, Inc.

Little Rock, AR

Term: November 24, 2008 – November 23, 2009 Selection: Unsolicited Proposal

Cost: \$66,313.00

Fund Source: Federal 100%

Purpose:

To provide services to coordinate Results Oriented Management Accountability (ROMA) implementation in the community action network.

A/O 10/15/08 15

SUMMARY SCHEDULE OF STATE AGENCY CONTRACTS FOR ARKANSAS LEGISLATIVE COUNCIL REVIEW AS REQUIRED BY ARKANSAS CODE 19-11-1006

Construction-Related Contracts 1. Agency: ASU - Beebe Contractor: Fennell, Purifoy, Hammock Architects Location: Little Rock State: AR **Total Authorized:** Org. Term 11/24/2003 06/30/2005 Procurement: Request for Qualification \$175,000.00 **Total After Review:** \$325,000.00 Funding Cash - 100% - Tuition and Fee Revenues and Plant Reserve Funds **Total Projected:** Contract Number: 041200003 Org/Am: Amount Paid To Date Objective: **New Exp Date** Amd. 150,000.00 132,264.08 To increase funds. History: Amd. 3 0.00 112.319.00 Extends contract date. 06/30/2009 2 0.00 79,288.00 Extends contract date. 06/30/2008 1 0.00 Extends contract date. 06/30/2007 Original: 175,000.00 On-call architect services for miscellaneous small and fast developing projects at ASU-Beebe. Services will be provided per Section 8 of the ASU Construction quidelines. 2. Agency: ASU - Jonesboro Contractor: Brackett-Krennerich & Associates P.A. Location: Jonesboro State: AR Total Authorized: Org. Term 07/01/2007 06/30/2009 Procurement: Request for Qualification \$1,065,866.00 Total After Review: \$1,091,364.00 Funding Other - 100% - Bond Proceeds **Total Projected:** \$1,200,000.00 Contract Number: RA07125009 Org/Am: Amount Paid To Date Objective: **New Exp Date** Amd. 25,498.00 789,121.98 Increases funds. History: Amd. 40.000.00 44,564.15 Increases funds for additional services Original: 1,025,866.00 To provide professional services and inspection for construction of a new Recreation Center 3. Agency: ASU - Jonesboro Contractor: Carter & Burgess, Inc. Location: Little Rock State: AR **Total Authorized:** Org. Term 11/21/2008 06/30/2009 Procurement: Request for Qualification Total After Review: \$2,215,831.14 Funding Federal - 92% - Grant, Appropriations; Cash - 2% - City Matching Funds **Total Projected:** \$3,000,000.00 Contract Number: RA08125015 Org/Am: **Paid To Date** Amount Objective: **New Exp Date** Original: 2,215,831.14 Prepare drawings and specifications for two phases of West Campus Overpass to include shop drawing review and construction inspection. 4 . Agency: **Building Authority** Contractor: Steelman Connel Moseley Architects Location: Little Rock State: AR **Total Authorized:** Org. Term 03/07/2007 06/30/2009 Procurement: ABA Criteria - Contract Extension \$49,000.00 Total After Review: \$84,370.00 Funding State - 100% **Total Projected:** \$59,000.00 Contract Number: 4600012380 Org/Am: **Amount** Paid To Date Objective: **New Exp Date** Amd. 35,370.00 35,311.98 Increases funds and extends contract date. Also adds Emergency Assignments 12/31/2009 Clarification. Original: 49,000.00 To provide basic professional engineering services for the upgrade and modernization of three elevators in 501 Building and two elevators in DFA Building both of which are located in Little Rock. Elevator upgrades to current

5. Agency: Education-Educational TV Contractor: Carter & Burgess, Inc. Location: Fort Worth

Total Authorized: \$75,000.00 Org. Term 07/01/2006 06/30/2007 Procurement: ABA Criteria

State:

TX

codes with modern, reliable equipment.

Total After Review:

\$105,000.00 Funding State - 100%

Total Projected:

\$75,000,00

100411	ojecica.	Ψ	73,000.00	Contract Number: 4600	0010103
Org/Am: Amd. 3	Amou 30,00		Paid To Date 39,694.00	Objective: Increases funds.	New Exp Date
History: Amd. 2		0.00 0.00	33,640.00 15,201.00	Extends contract date. Extends contract date.	06/30/2009 06/30/2008
Original:	75,00	0.00		On-call engineering services at various AETN sites around the state. Vendor will oversee the project, including construction coordination and prepare all reports and close-out documentation.	00/30/2008
6 . Aş	gency: Mili	tary De	epartment	Contractor: Lewis, Elliot, McMorran, Vaden, Rags Woodward Inc.	dale,

Location:

Little Rock

State: AR

Total Authorized:

Org. Term 11/21/2008 06/30/2009 Procurement: ABA Criteria

Total After Review:

\$744,410.00

Funding Federal - 100% - NGB, Future Year Defense Plan

New Exp Date

Total Projected:

\$1,000,000.00

Paid To Date

Objective:

Contract Number: 4600016197

Contract Number: NAC5MM

Org/Am: Original:

<u>Amount</u> 744,410.00

To design, production of contract documents and construction administration for an Army National Guard Readiness Center. A new 39,797 sq. ft. readiness center facility and the infrastructure to support this facility. Location is on a 15 acre training site in Cabot, Arkansas

7. Agency: North Arkansas College

Contractor: Wittenberg, Delony & Davidson, Inc.

Location:

Fayetteville

State: AR

Total Authorized:

Org. Term 11/22/2008 06/30/2010 Procurement: Request for Qualification

Total After Review: **Total Projected:**

\$180,000.00

\$108,000.00 Funding Other - 100% - Private Donations

Org/Am:

Paid To Date **Amount**

Objective:

New Exp Date

Original:

108,000,00

To develop the design and specifications for the renovation of the student support areas and student center within the Main Building on the South Campus. To develop and design and specifications for additional parking at the South Campus.

Little Rock

8. Agency: Parks & Tourism

Location:

Contractor: Dan F. Stowers, Architect P.A.

State: AR

New Exp Date

Total Authorized:

Org. Term 11/21/2008 06/30/2009 Procurement: ABA Criteria \$52,957.00

Total After Review: **Total Projected:**

\$60,000.00

Paid To Date

Funding State - 100%

Contract Number: 4600016179

Org/Am: Original:

Amount 52,957.00 Objective:

To provide professional architectural design services for site adapting a new employee residence at Mount Magazine; install a Fire Sprinkler System in the historic CCC Pavilion at Mount Nebo; to replace roof on the museum building at

Lower White River; to replace the roof on the Historic Jail and replacement/repair of selected windows on the historic 1888 Courthouse and Male/Female Academy at Powhatan; to renovate/repair of selected sections of the roof structure on the Visitor Center at Crater of Diamonds; and to expand the maintenance compound at Lake Poinsett State Parks. There is no guaranteed minimum total fee

9 . Agency: Parks & Tourism

Contractor: RSA, Inc. d/b/a NRS Consulting Engineers

Location:

Hot Springs

State: AR

Total Authorized:

Org. Term 11/24/2008 06/30/2009 Procurement: ABA Criteria

Total After Review: **Total Projected:**

\$94,125.00 Funding State - 100% \$94,125.00

Contract Number: 4600016180

Org/Am:

Paid To Date <u>Amount</u>

Objective:

New Exp Date

Original:

94,125.00

To provide professional engineering design services for the replacement of the Wastewater Treatment Plant at Millwood; for the replacement of the Wastewater Treatment Plant at Mount Nebo; for the renovation/repair of the Wastewater Treatment Plant at DeRoche Ridge at DeGray Lake Resort, the replacement of a sewer lift station at Lake Ouachita; the construction/installation of new sewer

27-Oct-2008

force mains and manholes at Petit Jean; and for the renovation/installation of a new Wastewater Treatment Plant and distribution system at White Oak Lake State Parks. There is no guaranteed minimum total fee.

10 . Agency: U of A - Fayetteville Contractor: HDR Architecture, Inc.

> Location: Alexandria

Total Authorized: Org. Term 07/19/2008 06/30/2009 Procurement: Request for Qualification \$1,992,865.00

Funding Cash - 100% - Higher Ed Bonds Total After Review: \$2,770,617.00

Total Projected: \$1,992,865.00 Contract Number: RA0913652

Paid To Date Org/Am: Amount Objective: New Exp Date

Location:

Amd. 777,752.00 Increases funds.

Original: 1,992,865.00 Professional services to include programming, site selection and full A/E services, including schematic design, design development, construction

documents, bidding/negotiation, construction administration and project closeout, for the Nanoscience and Technology Center located in Fayetteville Arkansas.

Raleigh

11 . Agency: U of A - Fayetteville Contractor: Martin/Alexiou/Bryson, PLLC

Total Authorized: Org. Term 10/16/2004 06/30/2005 Procurement: Request for Qualification \$743,354.00

Total After Review: \$754,377.00 Funding Cash - 100% - Tuition and Fees

Total Projected: Contract Number: RA0513535

Org/Am: Amount Paid To Date Objective: **New Exp Date** Amd. 5 11,023.00 743,245,18 Increases funds. History: Amd. 4 225,060.00 518,285,18 Increases funds for additional service to develop a signage and way finding plan for UAF Campus 3 0.00 518,294.00 Extends contract date. 06/30/2009 2 393,294.00 Adds funds upon availability and extends contract date. 06/30/2007 -393,294.00 Reduces fees and expenses to reflect the 1st phase of project and current available funds Original: 518,294.00 To develop a Transportation Master Plan for the University of Arkansas campus in Fayetteville. Services include the analysis of parking and traffic circulation on the campus. In addition to the traffic analysis, the scope of services will include an extensive stakeholder involvement program in Phase 1A. Another element that will be part of the scope of services will be the development of a Wayfinding plan and a visitors' center.

12 . Agency: U of A - Medical Sciences Contractor: Crafton, Tull & Associates, Inc.

Location: Little Rock State: Org. Term 09/01/2006 06/30/2007 Procurement: Request for Qualification **Total Authorized:** \$250,000.00

Funding Cash - 100% - Hospital, Clinical Revenue, Tuition, Prof. Fees **Total After Review:** \$375,000.00

Total Projected: \$1,000,000.00 Contract Number: RA07150271

Paid To Date Org/Am: Amount Objective: **New Exp Date** Amd. 125,000.00 184,640.77 Increases funds for structural repairs to the North and South Parking Deck projects. History: Amd. 0.00 84,443.83 Extends contract date. 07/01/2009 To conduct necessary studies and provide advice, plans, and specifications on Original: 250,000.00 minor in-house construction projects on the UAMS campus including: Enclose Office in 8/107, 8th Floor ED II.

13. Agency: U of A - Medical Sciences Contractor: Kirchner Architecture, PA

> Location: Little Rock

\$250,000.00 Org. Term 09/01/2006 06/30/2007 Procurement: Request for Qualification Total Authorized:

\$375,000.00 Funding Cash - 100% - Hospital, Clinical Revenue, Tuition, Prof. Fees **Total After Review:**

Total Projected: \$1,000,000.00 Contract Number: ra07150269

Org/Am: **Amount** Paid To Date Objective: **New Exp Date** 125,000.00 Amd. 2 221,659.40 Increases funds. History:

Amd. 0.00 1 Extends contract date to complete the College of Public Helath Related Programs

07/01/2009 and the ASH Administration Building renovation projects...

State: AR

State: VA

State:

NC

AR

Original:

250,000.00

To conduct necessary studies and provide advice, plans, and specifications on minor in-house construction projects on the UAMS campus including: Barton

Research Renovations

14. Agency: U of A - Phillips Community College

Contractor: **SCM Architects**

Location:

Little Rock

State: AR

Total Authorized:

Org. Term 11/22/2008 06/30/2010 Procurement: Request for Qualification

Total After Review:

\$958,550.00

Funding State - 100%

Org/Am:

Total Projected: \$1,100,000.00 Paid To Date

Contract Number: 01901

Amount

Objective:

New Exp Date

Original:

958,550.00

15. Agency: U of A - Pine Bluff

Full architectural services for construction of a new Grand Prairie Center to include schematic design, design development, construction documents, bidding/negotiations and construction administration through final acceptance

and warranty period.

Location:

Contractor: McClelland Consulting Engineers, Inc. Little Rock

State: AR

Total Authorized:

Org. Term 01/02/2009 06/30/2009 Procurement: Request for Qualification

Total After Review:

\$500,000.00

Funding Cash - 100% - Tuition and Fees

Total Projected:

\$2,000,000.00

Contract Number: RA09160880

Org/Am:

Amount

Paid To Date Objective:

New Exp Date

Original:

500,000.00

As an on-call engineering firm, McClelland Consulting Engineers, Inc. will provide professional services needed for minor renovation projects on the main campus,

as well as, on other University properties.

16. Agency: U of A - Pine Bluff

Contractor: TME, Inc.

Location: Little Rock State: AR

New Exp Date

Total Authorized:

Org. Term 01/02/2009 06/30/2009 Procurement: Request for Qualification \$500,000.00

Total After Review: **Total Projected:**

\$500,000.00

Funding Cash - 100% - Tuition and Fees

Contract Number: RA09160900

Org/Am: Original:

Amount

500,000.00

Paid To Date

Objective:

The University contracts with TME, INC. to provide engineering services on ancall basis for minor renovation and repair projects on a campus wide basis, as

well as projects on other UAPB properties.

SUMMARY SCHEDULE OF STATE AGENCY CONTRACTS FOR ARKANSAS LEGISLATIVE COUNCIL REVIEW AS REQUIRED BY ARKANSAS CODE 19-11-1006

Out-of-State Contracts

1. Agency: Department of Workforce Services

Contractor: Kaiser Group, Inc.

Location:

Waukesha

State: WI

Total Authorized:

Total Projected:

Org. Term 12/01/2008 06/30/2009 Procurement: Request for Qualification

Total After Review:

\$703,663.00

Paid To Date

\$289,987.00 Funding Federal - 100% - Temporary Assistance for Needy Families (TANF)

Org/Am:

Contract Number: 4600016196

New Exp Date

Original:

Amount 289,987.00

Kaiser Group, Inc will perform an independent evaluation of the Arkansas TANF program. The independent evaluation will address (1) effectiveness of the TEA program in addressing statutory outcomes and measures that might be taken to improve its performance, (2) effectiveness of the Work Pay program, (3) effectiveness of the ADWS and other agencies in meeting performance standards, (4) effectiveness of the integration of TEA, Work Pays, and workforce services in local offices, (5) effectiveness of the information systems used, (6) effects of program sanctions on rates of compliance and on the well-being of families subject to sanction, (7) access of current and former TEA and Work Pays clients and other lo-income working parents to assistance and work supports (child care, food stamps, Medicaid, and ARKids First), (8) any other information deemed by the independent evaluator, DWS, or the TANF Oversight Board to be helpful in assisting the Governor and the General Assembly in evaluating the impact and effectiveness of the program.

2. Agency: Economic Development Commission

Contractor: Yuan Associates

Location:

Beijing China

State:

Total Authorized:

Org. Term 11/21/2008 06/30/2009 Procurement: Sole Source by Justification \$70,800.00

Funding State - 100%

Objective:

Total After Review: **Total Projected:**

\$500,000.00

Contract Number: 4600016076

Org/Am:

Paid To Date <u>Amount</u>

Objective:

New Exp Date

Original:

70,800.00

Yuan Associates will build a positive reputation for the State of Arkansas within the Chinese government and local businesses. Yuan Associates will promote Arkansas as an investment location for Chinese enterprises in four targeted industries - the heavy manufactory industry, the information technology industry, the environmental technology industry and the logistics industry.

Yuan Associates will localize Arkansas' promotional materials by reviewing the promotional materials from the Chinese politic & culture perspectives to ensure the promotional materials are well-accepted and understood by Chinese readers. Yuan Associates will translate the promotional materials into Chinese, distribute the promotional materials to targeted recipients, and help AEDC to develop a website, including translation of relevant content into Chinese.

Yuan Associates will identify industry seminars/conferences/exhibitions, which are relevant to AEDC focused industries for AEDC to participate in and deliver speeches. Yuan Associates will assist AEDC with inviting Chinese counterparts to attend relevant industry seminars/conferences/exhibitions held in Arkansas. Yuan Associates must work with AEDC to develop a workshop/seminar on best practice sharing, and invite those Chinese enterprises, which have already invested or setup representative offices in Arkansas to deliver speeches to educate potential Chinese investors.

Yuan Associates will conduct a mapping to identify government agencies and industry associations, in China, responsible for the targeted four industries, and work with AEDC to establish relations with targeted government agencies and associates by arranging meetings with concerned officials to pass its key messages. For the government meetings, Yuan Associates must create a plan for and setup meetings with concerned officials; provide consultancy to AEDC on drafting talking points for all government meetings; Yuan Associates senior consultants will accompany AEDC representatives at all government meetings and provide on-site management and consultancy; and draft meeting minutes and thank you letters for visited government officials.

Yuan Associates will create a policy monitoring system to monitor important policies and regulations over AEDC targeted industries; keep in contact with key government officials and agencies for insights and timely information regarding

these policies and regulations; and provide immediate and timely reports should any time sensitive issue arise.

Yuan Associates will develop a plan (including draft itinerary) and budget for a future Governor's recruitment visit.

3 Agency: **Education Department** Contractor: ACT

> Location: **Iowa City**

Org. Term 11/22/2008 06/30/2009 Procurement: Sole Source by Justification

State: IA

NY

State: TN

Total After Review: \$442,000.00 Funding State - 100%

Total Projected: \$442,000.00 Contract Number: 4600016117

Paid To Date Objective: Org/Am: Amount **New Exp Date**

Original: 442,000.00 To provide assessment materials, processing answer documents, perform

statistical analysis, score reports to school districts and report of program to

4. Agency: Education Department Contractor: College Board

> Location: New York State: NY

Total Authorized: Org. Term 11/21/2008 06/30/2009 Procurement: Sole Source by Justification

Total After Review: \$39,780.00 Funding State - 100%

Total Projected: \$39,780.00 Contract Number: 4600016187

Paid To Date Objective: Org/Am: <u>Amount</u> **New Exp Date**

Original: 39,780.00 To provide assessment materials for the PSAT/NMSQT exam and College Board

will provide scoring and reporting services for the PSAT/NMSQT exam.

Contractor: College Board/Education Testing Services 5. Agency: Education Department

> Location: New York State:

Total Authorized: \$2,000,000.00 Org. Term 04/01/2007 10/31/2008 Procurement: Sole Source by Justification

Total After Review: \$3,837,274.00 Funding State - 100%

Total Projected: \$14,000,000.00 Contract Number: 4600012088

Org/Am: Paid To Date Objective: Amount **New Exp Date**

Amd. 1,837,274.00 1,831,066.00 Increases funds.

History:

Total Authorized:

Amd. 0.00 1,831,066.00 Extends contract date. 10/31/2009

2,000,000.00 Original: To provide Advance Placement (AP) exams taken May 2007 for public school students desiring the weighted credit for AP classes.

6. Agency: Human Services Department Contractor: Q Source

Div/Prog: Medical Services Location: Memphis

Total Authorized: Org. Term 12/01/2008 06/30/2009 Procurement: Request for Proposal

Total After Review: \$247,800.00 Funding Federal - 75% - Medicaid; State - 25%

Total Projected: \$2,796,600.00 Contract Number: 4600016155

Paid To Date Objective: Org/Am: **Amount New Exp Date**

247.800.00 Original: To provide Statewide contract management and evaluation of a pilot program to

provide health management to high-risk pregnant women and high risk infants up to one year of age; Project management of a Regional Quality Initiative; and

technical support for policy development.

7 Agency: Teacher Retirement Contractor: Oppenheimer Capital

> Location: New York State: NY

Org. Term 07/01/2007 06/30/2009 Procurement: Request for Qualification - Contract **Total Authorized:** \$3,500,000.00

Extension

Total After Review: \$3,700,000.00 Funding Trust - 100% - Investment Income

Total Projected: \$12,250,000.00 Contract Number: 4600012578

Paid To Date Org/Am: Objective: **Amount New Exp Date** Amd. 200,000.00 3,406,775.65 Increases funds and extends contract date. 12/31/2008

3,500,000.00 Original: To invest in large capitalization companies thought to be trading at a discount to

their value. The manager utilzes a bottom up stock selection process to identify high quality, mispriced companies.

8 Agency: U of A - Favetteville Contractor: Buck Consultants

> Location: Dallas Org. Term 10/01/2008 09/30/2009 Procurement: Request for Proposal

State: ΤX

Total Authorized:

\$181,050.00 Funding Cash - 100% - Health/Dental Premiums

Total After Review:

Total Projected:

\$381,050.00

Contract Number: RA0913672

Org/Am:

Amount Paid To Date Objective:

New Exp Date

Contract Number: RA0913669

Original:

181,050.00

Pharmacy consulting for the following services: RFP development and evaluation (PBM only), Pharmacy Advisory Committee participation on a quarterly basis.

specialty utilization and trend analysis and recommendation.

9 Agency: U of A - Fayetteville

Contractor: Student Voice

Location:

Buffalo

State: NY

Total Authorized:

Org. Term 11/21/2008 06/30/2009 Procurement: Request for Proposal

Total After Review: Total Projected:

\$223,960.00

Paid To Date

\$29,800.00 Funding Cash - 100% - Revenues from dining services contract

Org/Am:

<u>Amount</u>

Objective:

New Exp Date

Original:

29,800.00

Professional consultation for assessment (including software) which would integrate strategic planning, annual planning, tracking of student participation in programs and services, assessment of both program outputs and student outcomes. Includes data basing of information related to strategic planning, annual planning, participation tracking, and assessment. Includes online and mobile collection of data. Includes online, telephone and/or face to face consultation about assessment design, data collection, data analysis, and

reporting of results.

10. Agency: U of A - Monticello

Contractor: Collegiate Project Services

Location:

Columbia

State: SC

New Exp Date

Total Authorized: Total After Review:

Org. Term 12/01/2008 06/30/2009 Procurement: Request for Qualification

Total Projected:

\$172,900.00 Funding Cash - 100% - Higher Education Bond Proceeds

\$172,900.00

Paid To Date

Contract Number: RA081550001

Org/Am: Original:

Amount 172,900.00 Objective:

To assist in the selection of an administrative sorftware solution by developing, issuing, and evaluating a Request for Proposal (RFP) and in negotiating the

pricing of the project.

SUMMARY SCHEDULE OF STATE AGENCY CONTRACTS FOR ARKANSAS LEGISLATIVE COUNCIL REVIEW AS REQUIRED BY ARKANSAS CODE 19-11-1006

In-State Contracts

1. Agency: Administrative Office of the Courts

Contractor: Suzanne Ritter Lumpkin

Location:

Little Rock State: AR \$136,255.22 Org. Term 10/01/2007 06/30/2008 Procurement: Request for Qualification - Contract

Extension

Total After Review:

Total Projected:

Total Authorized:

\$145,842.38 Funding State - 100%

\$416,905.00

Contract Number: 4600014005

Paid To Date Objective: Org/Am: <u>Amount</u> **New Exp Date** 9,587.16 Amd. 2 78,732.25 Increases funds and extends contract date. 12/31/2008 History: Amd. 76,697.29 39.705.30 Increases funds and extends contract date. 06/30/2009 Original: 59,557.93 To provide indigent parent counsel representation in dependency-neglect cases in the 6th Judicial District in Divisions 8 & 11& other counties as assigned pursuant to ACA §9-27-316.

2. Agency: Disability Determination

Location:

Contractor: Goldie Michelle LeCompt

Total Authorized:

Org. Term 11/21/2008 11/20/2010 Procurement: Competitive Bid

Total After Review:

\$83,200.00

3. Agency: Economic Development Commission

Funding Federal - 100% - SSA

Determination of Disability.

Changes funding sources

Objective:

Total Projected:

\$83,200.00

Contract Number: 46000161500

Org/Am:

Amount

Paid To Date Objective:

New Exp Date

State: AR

Original:

Org/Am:

83,200.00

Amount

0.00

20,000.00

Contractor: Friday, Eldredge & Clark

Benton

Location:

Little Rock

State: AR

New Exp Date

Total Authorized:

\$80,000.00 Org. Term

Paid To Date

Procurement: Request for Qualification

Total After Review: Total Projected:

\$110,000.00 Funding Other - 100% - Bond Fund - Fees, Collections

Contract Number: 4600002670

Amd. 30,000.00 80.000.00 Increase funds due to increase in defaulted loans. History: 0.00 Amd. 8 60,786.00 Extends contract date 06/30/2009 7 25,000.00 50,000.00 Increases funds due to foreclosures in process and extends contract date. 06/30/2008 6 15.000.00 40,000.00 Increases funds and extends contract date. 06/30/2008 5 0.00 Extends contract date. 06/30/2007 4 0.00 Extends contract date 06/30/2006 3 20,000.00 Increases fees and extends contract date. 06/30/2005 2 0.00 Extends contract date 06/30/2004

Original:

4. Agency: Higher Education Department

Contractor: Stone Ward

Little Rock

State: AR

Total Authorized:

Location: Org. Term 12/01/2008 11/30/2009 Procurement: Request for Proposal

Total After Review:

\$365,000.00

Funding Federal - 70% - College Access Challenge Grant US Dept of Ed; Other - 30% -

Grant from Rockefeller Foundation

Total Projected:

\$730,000.00

Paid To Date

Contract Number: ADHE09001

Org/Am: Original:

Amount 365,000.00 Objective: **New Exp Date**

Development of appropriate public informational materials on Higher Education Awareness public information campaign that shall include information necessary to inform affected middle school, junior high school and high school students of the need for higher education and the resources available to them to assist in

Legal counsel and representation to protect the Bond Guaranty Program Fund.

5. Agency: Human Services Department Contractor: Counseling Associates, Inc. Div/Prog: Behavioral Health Location: Russellville State: AR \$2,655,414.44 Org. Term 07/01/2008 06/30/2009 Procurement: Sole Source by Law-Act 1231 of 2007 **Total Authorized:** Total After Review: \$2,686,848.50 Funding Federal - 85% - MHBG-Adult/Child, Path Grant, SSBG; State - 15% **Total Projected:** \$2,655,414.44 Contract Number: 4600014798 Org/Am: Amount Paid To Date Objective: New Exp Date Amd. 31.434.06 444,970,55 Increases funds. Original: 2,655,414.44 To provide mental health services in Pope, Yell, Faulkner, Conway, Johnson and Perry counties. 6. Agency: Human Services Department Contractor: Health Resources of Arkansas, Inc. Div/Prog: Behavioral Health Location: Batesville State: AR \$3,012,873.15 **Org. Term** 07/01/2008 06/30/2009 **Procurement:** Sole Source by Law-Act 1231 of 2007 **Total Authorized:** Total After Review: \$3,050,786.41 Funding Federal - 14% - MHBG; SSBG; State - 86% **Total Projected:** \$3,012,873,15 Contract Number: 4600014803 Org/Am: Paid To Date **Amount** Objective: New Exp Date Amd. 37,913.26 480,019,26 Increases funds. Original: 3,012,873,15 To provide mental health services in Cleburne, Fulton, Independence, Izard, Jackson, Sharp, Stone, Van Buren, White and Woodruff counties. 7. Agency: Human Services Department Contractor: Little Rock Community Mental Health Center, Inc. Div/Prog: Behavioral Health Location: Little Rock State: AR Total Authorized: Org. Term 07/01/2006 06/30/2007 Procurement: Competitive Bid \$3,010,590.00 Total After Review: \$3,066,590.00 Funding Federal - 32% - SAPT; State - 68% **Total Projected:** \$7,024,710.00 Contract Number: 4600010430 Org/Am: Paid To Date <u>Amount</u> Objective: **New Exp Date** Amd. 56,000.00 2,134,715.98 Increases funds. History: Amd. 2 1.003.530.00 1.569,445,07 Increases funds and extends contract date. 06/30/2009 1,003,530.00 563,236.09 Increases funds and extends contract date. 06/30/2008 Original: 1,003,530,00 To provide regional alcohol and drug detoxification and court ordered treatment for substance abuse clients from Saline, Pulaski, Lonoke and Prairie counties. Also to provide back up treatment services for court ordered clients from Grant, Jefferson, Arkansas, Cleveland and Lincoln Counties 8 Agency: **Human Services Department** Contractor: Little Rock Community Mental Health Center, Inc. Div/Prog: Behavioral Health Location: Little Rock State: AR \$3,076,459.31 Org. Term 07/01/2008 06/30/2009 Procurement: Sole Source by Law-Act 1231 of 2007 **Total Authorized: Total After Review:** \$3,112,289.63 Funding Federal - 13%; State - 87% **Total Projected:** \$3,076,459.31 Contract Number: 4600014804 Org/Am: Amount Paid To Date Objective: New Exp Date Amd. 1 35,830.32 495,107.28 Increases funds. Original: 3,076,459.31 To provide mental health services in the Little Rock Metropolitan area. 9. Agency: Human Services Department Northeast Ark. Com. Mental Hlth. Ctr., Inc. dba Mid-Contractor: Div/Prog: Behavioral Health South Location: Jonesboro State: AR \$3,376,456.72 **Org. Term** 07/01/2008 06/30/2009 **Procurement:** Sole Source by Law-Act 1231 of 2007 Total Authorized: Total After Review: \$3,416,173.76 Funding Federal - 14% - Mhealth Block Grant; SSBG; PATH Grant; State - 86% **Total Projected:** \$3,376,456.72 Contract Number: 4600014805 Org/Am: **Amount** Paid To Date Objective: **New Exp Date** Amd. 39,717.04 566,895.03 Increases funds. Original: 3.376.456.72

To provide Mental Health Services to persons residing in Clay, Craighead, Greene, Lawrence, Mississippi, Poinsett and Randolph counties.

10 . Agency: Human Services Department Contractor: Ozark Guidance Center, Inc. Div/Prog: Behavioral Health

Location: Springdale State: AR \$4,211,077.61 Org. Term 07/01/2008 06/30/2009 Procurement: Sole Source by Law-Act 1231 of 2007 **Total Authorized:**

Total After Review:

\$4,239,452.78 Funding Federal - 14% - Mental Health Block Grant, SSBG, PATH Grant; State - 86% Total Projected: \$4,211,077.61 Contract Number: 4600014807

Org/Am: **Amount** Paid To Date Objective: **New Exp Date**

Amd. 28.375.17 688.862.14 Increase funds.

Original: 4,211,077.61 To provide mental health services in Benton, Carroll, Madison and Washington counties

11. Agency: Human Services Department Contractor: Glen M. Adams, LLC

Div/Prog: Children And Family Location: Searcy State: AR

\$15,660.00 Org. Term 01/23/2008 06/30/2008 Procurement: Sole Source by Justification Total Authorized:

Total After Review: Funding Federal - 75% - Safe & Stable Families; State - 25% \$43,660.00

Total Projected: \$31,320.00 Contract Number: 4600014637

Org/Am: Paid To Date <u>Amount</u> Objective: New Exp Date Amd. 2 28,000.00 12,200.00 increases funds History: Amd. 7.830.00 2,400.00 Increases funds and extends contract date 06/30/2009 Original: 7,830.00 To purchase psychological evaluations in Cleburne, Independence and White counties

12 . Agency: Human Services Department Contractor: Ozark Counseling Services, Inc.

Div/Prog: Children And Family Location: Mountain Home

Total Authorized: \$296,296.00 Org. Term 07/01/2007 06/30/2008 Procurement: Request for Qualification

Total After Review: \$391,238.00 Funding Federal - 21% - Title IV-E (Foster Care) (CFDA); State - 79%

Total Projected: \$1,404,520.00

Contract Number: 4600012782

Paid To Date Org/Am: **Amount** Objective: **New Exp Date** Amd. 94.942.00 189,440,00 increases funds. History: Amd. 2 148,148.00 90,576.00 Increases funds and extends contract date. 06/30/2009 1 -202,982.00 67,340.00 Reduce funds. 0.00 Original: 351,130.00 To purchase therapeutic Foster Care Services for DCFS clients statewide.

13. Agency: Human Services Department Contractor: Quapaw House, Inc.

Div/Prog: Children And Family Location: Hot Springs State: AR

Total Authorized: \$120,000.00 Org. Term 10/19/2007 06/30/2008 Procurement: Request for Qualification

Total After Review: \$150,000.00 Funding Federal - 100% - SSBG

Total Projected: \$240,000.00 Contract Number: 4600014103

Org/Am: Paid To Date <u>Amount</u> Objective: New Exp Date Amd. 3 30,000.00 84,197.40 Increases funds. History: Amd 2 0.00 58,164.00 Adjust funding. 60,000.00 1 36,442.00 Increases funds and extends contract date. 06/30/2009 60,000.00 Original: To purchase Residential In-Patient Drug & Alcohol Treatment services statewide.

Contractor: Serenity Park, Inc.

14. Agency: Human Services Department

Div/Prog: Children And Family Location: Little Rock State:

\$20,000.00 Org. Term 07/01/2008 06/30/2009 Procurement: Request for Qualification Total Authorized:

Total After Review: \$35,000.00

Funding Federal - 100% - SSBG **Total Projected:**

\$80,000.00 Contract Number: 4600015035

Org/Am: Amount Paid To Date Objective: New Exp Date Amd. 15,000.00 5.456.00 Increases funds for services. History: 0.00 0.00 Adjust Budget Payment Schedule. Amd.

In-State Contracts Page 3

AR

State:

AR

Original:

20,000.00

32,520.00

To purchase in-patient residential Drug and Alcohol Treatment services statewide.

15. Agency: Legislative Audit

Contractor: Hudson, Cisne & Co., LLP

Location:

Little Rock

State: AR

New Exp Date

Total Authorized:

Total Projected:

Org. Term 11/24/2008 03/31/2009 Procurement: Request for Qualification

Total After Review:

\$32,520.00

Funding State - 100%

Objective:

\$32,520.00

Contract Number: 4600887977

Org/Am: Original:

Paid To Date **Amount**

To perform an audit of the financial statements and the schedule of Expenditures of Federal Awards of the Bryant School District No. 25 as of and for the year

ended June 30, 2008.



OFFICE OF STATE PROCUREMENT

1509 West Seventh Street, Suite300 Little Rock, Arkansas 72201-4222 Phone: (501) 324-9316 Fax: (501) 324-9311 http://www.arkansas.gov

Memorandum

To: Sen Horn, Rep.Dunn, Co-Chairs,

Review Sub-Committee, Arkansas Legislative Council

From: Jane Benton, Director

Date: October 8, 2008

Subject: Special Procurements—Arkansas Department of Correction; Agricultural

Fertilizer and the Ouachita Special Needs Unit

Under the provisions of the State Procurement Law, <u>Section 19-11-263</u>, <u>Special Procurements</u>, this report reflects the Department of Corrections' Special Procurements.

Based on justification provided by the Arkansas Department of Correction (ADC), it is my determination that an unusual or unique situation exists that makes the application of all requirements of competitive bidding, competitive sealed bidding, or competitive sealed proposals contrary to the public interest. The provisions of this section of the Procurement Law, ACA 19-11-263, will be used in the procurement of agricultural fertilizer for ADC farms units due to the volatility in the market, uncertainty in the petroleum industry and the construction of the Ouachita Special Needs Unit. Other provisions of the Procurement Law did not allow the flexibility required by ADC to properly purchase those items in a timely manner or at a cost most beneficial to the State.

0480 – DEPARTMENT OF CORRECTION FARM FERTILIZER REPORT September 2008

 PO #
 VENDOR
 AMOUNT
 UNIT

 4500878101
 UAP- Altheimer
 \$ 8,962.00
 Cummins

 TOTAL
 \$ 8,962.00

0480 – DEPARTMENT OF CORRECTION SPECIAL NEEDS UNIT REPORT September 2008

PO# Vendor Description Amount

No expenses in this category for September 2008

Total \$0.00

PROFESSIONAL SERVICE CONTRACTS \$5-\$25k REPORT NOVEMBER 2008

Agency#	Agency Hamo	Contract #	Vendor Name	Total Amount	Contract Period	Method of Procurement
	DHS - DCFS	4500842345	Interworks Inc.	\$10,000.00	6/3/2008-6/30/2008	Sole Source
	UALR (UALR)/Mathematics & Statistics Dept	P0112053	James M. Hall		7/14/2008-9/30/2008	Sole Source
168	UA Community College at Batesville	RA0816802	Patricia A. Yue	the second secon	6/21/2008-6/30/2008	

TECHNICAL FOR REPORTING NOVEMBER 2008

- 1						
	Agency Name	Commodity	Contra	ct Amt	Vendor Name	Method of
ī	DIS	Described to	L.,			Procurement
	DIC	Broadband Service	\$	829,476.00	Cox Communication	IFB
1	DIS	Broadband Service			Windstream	IFB

MBER SALE CONTRACT

The parties of this contract are the <u>State of Arkansas</u>, acting through the <u>Arkansas Health Center</u>, hereinafter called <u>AHC</u> and <u>Mr. Scott Culpepper/Culpepper Logging</u>; 324 Hwy. 128; Hot Springs, AR; 71901 hereinafter called <u>Purchaser</u>.

GENERAL TERMS

- 1. For, and in consideration of, the promises and agreements hereinafter contained, AHC agrees to sell, and **Purchaser** agrees to purchase, harvest, and remove the timber included in this contract subject to the provisions hereof.
- 2. It is hereby understood and agreed that, except as otherwise provided herein:
 - a. All right, title, and interest in or to any timber included in this contract shall remain with the State of Arkansas until the deposit payment of twenty percent of the awarded bid \$400.00 is made at the signing of the contract. Any timber remaining in the sale area, whether cut or uncut, beyond the contract period shall be considered abandoned by the Purchaser, and all right, title, and interest thereto shall vest in the State of Arkansas.
 - b. In the event any timber included in this contract is destroyed or damaged by fire, wind, flood, insects, diseases, or similar cause, to the extent it is unmerchantable, the party holding title to the destroyed or damaged timber shall bear the loss in stumpage and required deposits resulting from such destruction or damage. There shall be no obligation on the part of AHC to supply, or on the Purchaser to accept and pay for, other timber in lieu of that destroyed or damaged: Provided, that damage to or loss of timber removed from the sale area shall be borne by the Purchaser, and: Provided further, that this paragraph shall not be construed to relieve either party of liability for negligence.
 - c. Except as otherwise specifically provided, it is the intent of this contract that the **Purchaser** and **AHC** shall mutually agree upon the interpretation and performance of this contract; provided that within the limitations of law, upon failure to reach an agreement, the decision of **AHC** as the agency charged with the administration and protection of this property shall prevail.
 - d. Modifications of the terms of this contract, re-determination of rates provided for herein, and termination shall be in writing, and may be made on behalf of **AHC** only by the appointed **AHC** representative.
 - e. The appointed **AHC** representative (Mr. Ed Hood) will make for, and accept on behalf of, the **AHC** all notices, requests or other action where formal written notice is required herein, or is appropriate.
 - f. The appointed **AHC** representative, will exercise the rights and duties of the **AHC** to enforce the provisions of this contract.
 - g. This contract is not transferable in whole or in part. Subcontracting all, or parts of the operation is permissible. The **AHC** will not consider a transfer of the contract.

SALE AREA

1.	This sale area of 5 acres, more or less, is located in Saline County, Arkansas.
2.	The boundaries of the sale area are as shown on the attached sale area map or plat, and said map or plat is hereby made a part of this contract.
3.	Legal description:

Part of the NW 1/4 of Section 30, Township 2 South, Range 15 West. All in Saline County, Arkansas.

TIMBER BEING SOLD

- 1. AHC guarantees it has full right to transfer full title of the timber included in this sale.
- 2. Description of timber, which is marked in blue paint and included in this sale, is as follows:

38,925	_BF Pine Sawtimber - Doyle Log Rule
4,589	BF Sweetgum Sawtimber - Doyle Log Rule
1,458	BF Red Oak Sawtimber - Doyle Log Rule
211	_BF Elm Sawtimber - Doyle Log Rule
156	BF Hickory Sawtimber - Doyle Log Rule

- 3. **AHC** gives no guarantee, expressed or implied, as to the volumes described under this contract.
- 4. Total areas to be harvested are shown on the timber harvesting map in red. All trees marked with blue paint at DBH and at the stump level can be harvested.

SELLING PRICE

For and in consideration of the sum of \$10.00 per ton for all pine sawtimber and the price of \$3.00 ton for all pine pulpwood; and the sum of \$10.00 per ton for all red oak sawtimber and the price of \$10.00 per ton for all other miscellaneous hardwood sawtimber and the price of \$3.00 ton for all hardwood pulpwood upon receipt from the **Purchaser**, the **AHC** hereby agrees to sell and the **Purchaser** agrees to buy all forest products marked or designated for removal by the **AHC**.

PAYMENT SCHEDULE

Purchaser within thirty (30) days after award date of contract will make a deposit payment of twenty (20%) of the estimated awarded bid in the amount of \$400.00 toward the purchase of this timber. Failure to provide such payment by said date will render this contract null and void. The remaining balance is to be paid in full within five (5) days after harvesting is completed by (certified check, cashier's check, bank draft, money order, or equivalent) to Arkansas Health Center. All mill weight scale tickets will be totaled/summarized and furnished to the AHC. Final payment by the Purchaser will be based on total tons harvested multiplied by the agreed prices per ton for pine sawtimber \$10.00 and pine pulpwood \$3.00; and red oak sawtimber \$10.00 and miscellaneous hardwood sawtimber \$10.00 and hardwood pulpwood \$3.00 minus the bid deposit payment of \$400.00.

CONTRACT PERIOD

Purchaser shall have a period of 6 months from the award date or to remove all timber for harvest.

CONTRACT LIABILITY

The **purchaser** and the subcontractors shall in all things conform to the requirements of the Workman's Compensation Act of the Law of the State of Arkansas in the performance of this contract.

Purchaser shall specifically and distinctly assume all risk of damage or injury to persons or property resulting from any actions or operations connected with work preformed under this contract. Further, **Purchaser** shall protect, and hold harmless from liability the AFC, State of Arkansas, its officers, agents and employees from any such damage or injury.

GENERAL HARVESTING PROVISIONS

1. **Purchaser** of **Purchaser's** representative agrees to have a conference with the **AHC** representative or his designee, <u>before</u> harvesting begins in order to discuss logging plans or any other phases of the harvest operation as may be desired. Purchaser will notify **AHC** representative before moving any equipment on site and when ground harvesting operation is to begin.

- 2. **AHC** representative will have final determination if provisions of this contract are being adhered to. **AHC** reserves the right to check harvest operations at any time to determine whether **Purchaser** is meeting the provisions of this contract.
- 3. **Purchaser** shall have free ingress and egress over **AHC** property to the sale site. Securing rights of ingress and egress over adjoining property not owned or controlled by the **AHC** shall be the responsibility of **Purchaser**.
- 4. **Purchaser** will use existing roads and trails wherever practicable. **Purchaser** may erect, on **AHC**-controlled land, roads or other improvements necessary in the harvesting of timber included in this contract provided, however, that **AHC** approves the plans and locations in advance.
- 5. **Purchaser** will implement Arkansas' "Best Management Practice Guidelines for Silviculture" during all harvesting operations of this sale.
- 6. **Purchaser** agrees to have a contractor on the site that has completed the Arkansas Pro Logger training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative.
- 7. **Purchaser** agrees that all harvest operations will halt on all days and on any portion of this sale when soil moisture allows equipment to cause excessive rutting of the land.
- 8. **Purchaser** shall protect property such as roads, fences, utility lines, ditches, bridges, and other structures or improvements, against unnecessary injury and shall repair damage caused by **Purchaser** by restoring such damage immediately to the condition found prior to damage.
- 9. **Purchaser** is responsible for all tools, equipment and property of every description used in the harvest operation. **Purchaser** shall remove all tools, equipment and all other temporary improvements placed on the premises by him to the satisfaction of **AHC** before expiration of this contract.
- 10. **Purchaser** will merchandise all trees, including tops, to the lowest possible diameter for commercially salable products.
- 11. **Purchase**r has the option to harvest or leave marginal trees marked with an "X".

·* *

- 12. Stump height limit is twelve (12) inches for log trees, and six (6.0) inches for pulp trees, except for those trees wherein wire, nails, visible defect, or excessive flare necessitates cutting higher than the above-stated limit.
- Purchaser will not cut or injure any witness trees, monuments, or timber reproduction, except such minor injury and damage as is necessary under normal and careful harvest procedures. The AHC representative will determine the amount of any damage deemed excessive or unnecessary and will notify Purchaser in writing. The determination is final and binding on the Purchaser through his performance bond subject only to written appeal within thirty (30) days of such notification.
- Purchaser will not cut or damage any trees not marked with blue paint inside the designated timber harvest areas unless agreed upon by AHC representative. Unmarked trees damaged to the point of loss of growth or mortality shall be paid for at triple the contract price to AHC.
- AHC will be notified immediately if wildfire occurs. **Purchaser** shall prevent his operations from causing wildfire and shall use his employees and equipment to suppress any wildfires on the sale areas. **Purchaser** is responsible for damages from fire resulting from negligence by his employees or agents.
- 16. **Purchaser** will keep all roads, trails, power, utility, and boundary lines free of slash and other debris and will repair all rutting or other damage at his expense.
- 17. Letters of explanation or exceptions to any of the conditions set forth herein are attachments to, and become part of, this contract.

18. Grantors represent and war that, to the best of their knowledge, there no threatened or endangered species of fish or wildlife on any of land, nor is there any existing or proposed miding or promulgation under state or Federal endangered species law, rule or regulation that would prevent Grantee from harvesting the timber on said land by conventional methods. If Grantee is prohibited, or restricted in any manner, from harvesting the timber conveyed herein by action or threat of action by any state or federal agency charged with enforcement of endangered species laws, rules, or regulations; or, if Grantee or it's agents, employees or contractors discover or observe a threatened or endangered species upon the land before or after commencement of harvesting operations, regulations; then in that event, Grantors shall reimburse Grantee immediately for that portion of the purchase price of the timber attributable to the volume of timber which cannot be harvested as a result of such action threat of action, observation, or discovery. The volume of timber which cannot be harvested shall be determined by a joint cruise conducted by Grantors and Grantee.

SIGNATURES AND ACKNOWLEDGEMENTS

WITNESS WHEREOF, the parties hereto have executed this contract as of the 20th day
State of Arkansas
Arkansas Health Center
Witness: By: (AHC Representative)
Title: Director Arkansas Freth Conten
Witness:By:
(Purchaser Representative)
Title:
Cott ulpepe (Purchaser)
324 Hwy 128 (Business Address)
(City, State, Zip Code)

of



GUIDELINES FOR WATERBARS AND REVEGETATION OF ROAD, SKID TRAILS AND LANDINGS

Water bars act to divert side ditch and surface runoff, which minimizes erosion, and provide conditions suitable for revegetation.

Construction:

- Water bars should be placed at a slight angle to the road, firebreak or skid trail. The water bar slows the 1. water, promotes deposition of sediment in the water, and then allows the water to slowly exit the road with minimal washing. The greater the percentage of slope, the less the angle of the water bar should be to the road surface.
- Stabilizing the water bars at construction will prevent additional erosion. See Table 1. 2.
- The following table is a guide for spacing between water bars: 3.

Grade of Road (Percent)	Distance between Water Bars (Feet)		
2	250		
5	135		
10	80		
15	60		
20	45		
30	35		

- To fully intercept any ditch flows, the uphill end of the water bar should extend beyond the side ditch 4. line of the road and tie into the cut bank blocking the ditch.
- The outflow end of the water bar should be fully open and extend beyond the edge of the road or trail to 5. safely disperse runoff water onto the undisturbed forest floor.
- Requirements for effective water bar construction on forest roads, trails and firebreaks are site 6. specific so construction should match existing soil and slope conditions.

Table 1: Recommended seed mixtures, mulching and fertilizing rates for roads, water bars, log landings, fills and other disturbed areas.

	Spring and (March -	Spring and Early Summer (March - June) Late Summer, early Winter February)		10.00	
Area	Seed Mixture	Seedling rate (1lb/ac)	Seed Mixture	Seedling Rate (11b/ac)	
Mountains	Orchard Grass (Late spring) Browntop Millet	12 40	Annual Ryegrass	24	
	Ebon Rye; Winter Wheat	80*	Elbon Rye; Winter Wheat	80*	
Gulf Coast or Delta	Bahia Browntop Millet	25 10	Bahia or Annual Ryegrass	30 20	

- * Fertilize with a minimum of 200 lbs per acre of 15-15-15 (broadcast application).
- * Soil pH Maintenance: Maintain soil pH of 6.5 to 7.5
 - One ton of limestone = 1 point soil pH+
 - One ton sulphur equivalent to 1 point soil pH-