

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

Final Agenda City of Fayetteville Arkansas City Council Meeting October 5, 2010

A meeting of the Fayetteville City Council will be held on October 5, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the September 7, 2010 and September 21, 2010 City Council meeting minutes. **APPROVED**
2. **RFP #10-04 (Regions Insurance Inc.) Insurance Brokerage Services:** A resolution approving RFP #10-04 and authorizing a contract with Regions Insurance Inc. in the amount of \$14,000.00 with four one year automatic renewal options for the provision of insurance brokerage services.

THIS ITEM WAS REMOVED FROM CONSENT FOR DISCUSSION.

3. **2010-2011 Selective Traffic Enforcement Program (STEP) Grant:** A resolution authorizing acceptance of a 2010-2011 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$103,200.00 with a \$79,200.00 local match, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 169-10

4. **Citizen Donation Revenue:** A resolution approving a budget adjustment in the amount of \$1,000.00 to recognize revenue from a citizen donation for purchasing microchips for the pet wellness expo event.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 170-10

5. **Department of Justice Community Oriented Policing Services (COPS) Grant:** A resolution authorizing acceptance of a U.S. Department of Justice Community Oriented Policing Services for Technology Program (COPS) non-matching grant award in the amount of \$750,000.00, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 171-10

6. **Bid #10-50 (Sivad, Inc.) Educational Equipment:** A resolution awarding Bid #10-50 and authorizing a contract with Sivad, Inc. in the amount of \$95,714.00 for educational equipment and learning systems related to weatherization, energy efficiency and other green initiatives.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 172-10

7. **Bid #10-55 (Rick Pershall Building Company) Animal Shelter Dog Runs:** A resolution awarding Bid #10-55 and authorizing a contract with Rick Pershall Building Company in the amount of \$46,410.00 for refurbishment of dog runs at the Fayetteville Animal Shelter, and approving a project contingency of \$3,112.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 173-10

8. **Bid #10-57 (N.E.C. Inc.) City Compost Facility:** A resolution awarding Bid #10-57 and authorizing a contract with N.E.C. Inc. in the amount of \$77,500.00 plus applicable sales tax for concrete pad construction at the City Compost Facility, and approving a 10% project contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 174-10

The following item was removed from the Consent Agenda for discussion:

RFP #10-04 (Regions Insurance Inc.) Insurance Brokerage Services: A resolution approving RFP #10-04 and authorizing a contract with Regions Insurance Inc. in the amount of \$14,000.00 with four one year automatic renewal options for the provision of insurance brokerage services.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 175-10

B. Unfinished Business: None

C. New Business:

1. **RZN 10-3633 (Willy Berchtold):** An ordinance rezoning that property described in rezoning petition RZN 10-3633, for approximately 2.45 acres, located at 2409 Huntsville Road from C-2, Thoroughfare Commercial, RSF-4, Residential Single Family, 4 units per acre, and R-A, Residential Agricultural, to CS, Community Services Zoning District.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5357

2. **RZN 10-3642 (Gardens on Persimmon):** An ordinance rezoning that property described in rezoning petition RZN 10-3642, for approximately 11.18 acres, located at 4405 Persimmon Street from RSF-4, Residential Single Family, 4 units per acre to P-1, Institutional.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5358

3. **Illinois River Watershed Partnership (IRWP) Contract for Watershed Education:** An ordinance waiving the requirements for competitive bids and approving a contract with the Illinois River Watershed Partnership in the amount of \$10,000.00 for watershed educational and planning services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5359

4. **Bid #10-52 (Total Environmental Systems, Inc.) Fire Department Generators:** A resolution awarding Bid #10-52 and authorizing a contract with Total Environmental Systems, Inc. in the amount of \$96,900.00, plus a 10% project contingency, for the purchase and installation of electrical generators for the Fayetteville Fire Department.

THIS RESOLUTION WAS TABLED INDEFINITELY

5. **2010 Millage Levy:** An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas for the year 2010 Fixing the rate thereof at 1.3 mills for general fund operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund and 1.0 mill for the Fayetteville Public Library; and certifying the same to the County Clerk of Washington County, Arkansas.

THIS ORDINANCE WAS LEFT ON THE FIRST READING

Motion to increase the millage by .3 mills was Tabled to the October 19, 2010 City Council meeting.

Announcements:

Adjournment: 6:45 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

Subject:	Roll				
Absent! Alderman Gray Alderman Petty	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	Absent			
	Mayor Jordan	✓			

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Mayor Jordan				

Subject:	Consent <i>A.2. RFP # 10-04 Regions Insurance removed from Consent for discussion</i>				
Motion To:		<i>Approve</i>			
Motion By:		<i>Cook</i>			
Seconded:		<i>Lewis</i>			
<u>A.2 Removed</u> <u>Minutes approved</u> <i>169-10 thru 174-10</i>	Thiel	<i>✓</i>			
	Cook	<i>✓</i>			
	Petty	<i>Absent during the vote.</i>			
	Rhoads	<i>✓</i>			
	Ferrell	<i>✓</i>			
	Lucas	<i>✓</i>			
	Lewis	<i>✓</i>			
	Gray	<i>absent</i>			
	Mayor Jordan				

6-0

Subject:	<i>RFP # 10-04 Regions Insurance</i>				
Motion To:		<i>Approve</i>			
Motion By:		<i>Rhoads</i>			
Seconded:		<i>Cook</i>			
<u>Passed</u> <i>175-10</i>	Thiel	<i>✓</i>			
	Cook	<i>✓</i>			
	Petty	<i>✓</i>			
	Rhoads	<i>✓</i>			
	Ferrell	<i>✓</i>			
	Lucas	<i>✓</i>			
	Lewis	<i>✓</i>			
	Gray	<i>absent</i>			
	Mayor Jordan				

7-0

Subject:	None				
Motion To:					
Motion By:					
Seconded:					
B. 1 Unfinished Business	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Mayor Jordan				

Subject:		RZN 10-3633 (Willy Berchtold)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Fernell	Thiel	
Seconded:			Lucas	Fernell	
C. 1 New Business <u>passed</u> 5357	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	Absent	absent	absent	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		RZN 10-3642 (Gardens on Persimmon)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Lucas	Lucas	
Seconded:			Lewis	Lewis	
C. 2 New Business <u>passed</u> 5358	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	Absent	absent	absent	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		Illinois River Watershed Partnership (IRWP) Contract for Watershed Education			
Motion To:		Amend to New Ordinance	2nd Read	3rd Read	Pass
Motion By:		Thiel	Thiel	Thiel	
Seconded:		Lucas	Petty	Lucas	
C. 3 New Business <u>Passed</u> 5359	Thiel	✓	✓	✓	✓
	Cook	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Rhoads	✓	✓	✓	✓
	Ferrell	✓	✓	✓	✓
	Lucas	✓	✓	✓	✓
	Lewis	Recuse	Recuse	Recuse	Recuse
	Gray	Absent	Absent	Absent	Absent
	Mayor Jordan				
		6-0	6-0	6-0	6-0

Subject:		Bid #10-52 (Total Environmental Systems, Inc.) Fire Department Generators			
Motion To:		Table Indef.			
Motion By:		Ferrell			
Seconded:		Petty			
C. 4 New Business <u>Tabled Indefinitely</u>	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	Absent			
	Mayor Jordan				

Subject:		2010 Millage Levy			
Motion To:		Increase millage by .3 mills		Table the Amendment to	
Motion By:		Cook			the rest
Seconded:		Thiel			City Council
C. 5 New Business Motion to <u>table</u> Millage increase passed.	Thiel	No		✓	Meeting
	Cook	Vote		✓	
	Petty	on		✓	
	Rhoads	Amendment		✓	
	Ferrell			✓	
	Lucas			✓	
	Lewis			✓	
	Gray	Absent		Absent	
	Mayor Jordan				

* Left on the
first Reading

NO Vote

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Mayor Jordan				

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

A handwritten signature in black ink, appearing to read 'Kit Williams', with a long horizontal line extending to the right.

DATE: **October 6, 2010**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of October 5, 2010**

1. **RFP #10-04 Insurance Brokerage Services:** A resolution approving RFP #10-04 and authorizing a contract with Regions Insurance, Inc. in the amount of \$14,000.00 with four one year automatic renewal options for the provision of insurance brokerage services.
2. **2010-2011 STEP Grant:** A resolution authorizing acceptance of a 2010-2011 Selective Traffic Enforcement Program Grant award in the amount of \$103,200.00 with a \$79,200.00 local match, and approving a budget adjustment.
3. **Citizen Donation Revenue:** A resolution approving a budget adjustment in the amount of \$1,000.00 to recognize revenue from a citizen donation for purchasing microchips for the Pet Wellness Expo Event.
4. **Department of Justice Community Oriented Policing Services Grant:** A resolution authorizing acceptance of a U.S. Department of Justice COPS non-matching grant award in the amount of \$750,000.00 and approving a budget adjustment.
5. **Bid #10-50 Educational Equipment:** A resolution awarding Bid #10-50 and authorizing a contract with Sivad, Inc. in the amount of \$95,714.00 for educational equipment and learning systems related to weatherization, energy efficiency and other green initiatives.

6. **Bid #10-55 Animal Shelter Dog Runs:** A resolution awarding Bid #10-55 and authorizing a contract with Rick Pershall Building Company in the amount of \$46,410.00 for refurbishment of dog runs at the Fayetteville Animal Shelter, and approving a project contingency of \$3,112.00.

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8. **Illinois River Watershed Partnership Contract:** An ordinance waiving the requirements for competitive bids and approving a contract with the Illinois River Watershed Partnership in the amount of \$10,000.00 for watershed educational and planning services.

Aldermen

Mayor Lioneld Jordan
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Final Agenda City of Fayetteville Arkansas City Council Meeting October 5, 2010

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Pledge of Allegiance

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Agenda Additions:

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B. Unfinished Business: None

C. New Business:

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Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS FOR COMPETITIVE BIDS AND APPROVING A CONTRACT WITH THE ILLINOIS RIVER WATERSHED PARTNERSHIP IN THE AMOUNT OF \$10,000.00 FOR WATERSHED EDUCATIONAL AND PLANNING SERVICES

WHEREAS, the Illinois River Watershed Partnership possesses unique expertise and resources ideally suited to meet the City of Fayetteville's federal mandate for Watershed Educational and Planning Services as part of the Stormwater Management Program, Phase II; and

WHEREAS, the Illinois River Watershed Partnership has very successfully performed such necessary educational and planning services for Fayetteville in previous years; and

WHEREAS, the Illinois River Watershed Partnership can perform this work at a significant savings to the citizens of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that an exceptional situation exists where requiring competitive bids for contracts under \$20,000.00 is not feasible or practical and, therefore, waives the requirements for bids as allowed by §34.26(F) of the Fayetteville Code, approves the contract attached as Exhibit "A" in the amount of \$10,000.00 with the Illinois River Watershed Partnership for educational and planning services, and authorizes Mayor Jordan to sign this contract.

PASSED and APPROVED this 5th day of October, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

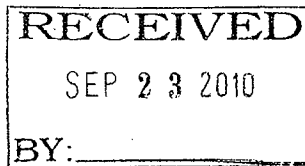
By: _____
SONDRA E. SMITH, City Clerk/Treasurer



KAREN COMBS PRITCHARD
COUNTY AND PROBATE CLERK

WASHINGTON COUNTY
STATE OF ARKANSAS
Washington County Courthouse
280 North College Avenue, Suite 300
Fayetteville, Arkansas 72701
Telephone: (479) 444-1711
Fax: (479) 444-1894

C. 5
2010 Millage Levy
Page 1 of 2



City Clerk

Fayetteville

Dear Clerk:

Please submit the tax levy figures for your City for the year 2010. The Quorum Court meets on November 11th. I need this information by November 1st. Please give us the total levy figure and complete breakdown of tax in the space provided below. This information must be provided on this form.

Sincerely yours,

Karen

Karen Combs Pritchard
Washington County Clerk

TOTAL _____ MILLS

BREAKDOWN _____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SUBMIT TAX

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
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Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**City of Fayetteville Arkansas
City Council Meeting Minutes
September 7, 2010**

A meeting of the Fayetteville City Council was held on September 7, 2010 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Gray, Thiel, Cook, Petty, Rhoads, Ferrell, Lucas, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan presented three Bronze awards from the 31st Annual Telly Awards to the Fayetteville Government Channel and recognized Fritz Gisler, Neil Bible, Frou Gallagher, Steve Odom, and Tyron Rogers.

Fritz Gisler expressed his appreciation for the support of the Mayor, Director of Communications, Lindsley Smith, and the City Council.

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the August 17, 2010 City Council meeting minutes.

Approved

National Wildlife Federation Community Wildlife Habitat: A resolution authorizing an application for the City to be certified as a National Wildlife Federation Community Wildlife Habitat.

Resolution 155-10 as recorded in the office of the City Clerk.

Watershed Conservation Resource Center Grant (White River): A resolution authorizing application and acceptance, in partnership with the Watershed Conservation Resource Center, of an Arkansas Natural Resources Commission matching grant in the amount of \$200,000.00 for restoration of a portion of the White River near the Noland Wastewater Treatment Facility, and approving a budget adjustment in the amount of \$77,000.00 representing the City's match.

Resolution 156-10 as recorded in the office of the City Clerk.

2010 Washington County Inter-Local Agreement (Animal Sheltering): A resolution approving an inter-local agreement between the City of Fayetteville, Arkansas and Washington County, Arkansas to provide animal sheltering services to Washington County, Arkansas for calendar year 2010.

Resolution 157-10 as recorded in the office of the City Clerk.

RFP #10-11 Plante & Moran, PLLC: A resolution awarding RFP #10-11 and approving a contract with Plante & Moran, PLLC in an amount not to exceed \$60,000.00 for the performance of a city-wide information technology assessment.

Resolution 158-10 as recorded in the office of the City Clerk.

2010 Justice Assistance Grant Local Solicitation Award: A resolution authorizing acceptance of a 2010 U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Grant in the amount of \$108,419.00 to the Fayetteville Police Department as a lead agency, and approving a budget adjustment.

Resolution 159-10 as recorded in the office of the City Clerk.

Access Management Plan Agreement Amendment (State Highway 265): A resolution approving an amendment to the Access Management Plan Agreement, as prepared by the Arkansas Highway and Transportation Department, for State Highway 265.

Resolution 160-10 as recorded in the office of the City Clerk.

Amend Resolution No. 131-10: A resolution amending Resolution No. 131-10 to change all references from "Today in America" to "U.S. Media Television, Inc."

Resolution 161-10 as recorded in the office of the City Clerk.

Alderman Cook moved to approve the Consent Agenda. Alderman Thiel seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business:

ADM 09-3273 (Business Registry and License Program): An ordinance to amend the Fayetteville code by enacting a chapter to create a business registry and to require annual business licenses for all businesses and non-profits with locations within Fayetteville. *This ordinance was left on the Second Reading at the June 15, 2010 City Council meeting. This ordinance was left on the Third Reading at the July 6, 2010 City Council meeting and Tabled to the September 7, 2010 City Council meeting.*

City Attorney Kit Williams: I have redrafted the ordinance to have a later effective date. It should not be effective until November 1, 2011.

Alderman Thiel moved to amend the effective date of the ordinance. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

Aaron Stahl, local business owner spoke in opposition of the ordinance. He stated he did not think a business license was needed.

Jeff Dickey, Candidate for Ward 4 stated while on the campaign trail he has talked to a lot of business owners and the sense he is getting from business owners is that Fayetteville is not business friendly. He asked that the ordinance be tabled so that we can better address and embrace our businesses. To restrict businesses further would further give this City the notion that it is business unfriendly

Alderman Lucas: You say our business license would be indicating that we are business unfriendly, yet the cities that have a business license make a tremendous amount of money from it. Are they business unfriendly by doing that?

Jeff Dickey: No, I'm not saying a business license is a bad idea but during these economic times when businesses are trying to thrive it is a wrong idea. We are already losing businesses to Bentonville and Rogers.

Chun Tan with the Fayetteville Chamber of Commerce and Economic Development Manager stated the Economic Development Team fully supports the approval of a business registry. Right now we are faced with the challenge of collecting the information. This information is important if the City of Fayetteville or any non-profit organization would like to move forward in getting or applying for Federal funds. For us to get information to do economic development to attract businesses to Fayetteville we need information that is particular to the needs of the City of Fayetteville to move Fayetteville forward. The business registry will help us greatly in that endeavor.

Alderman Lewis: I have heard people discuss the ability to use this as a tool for attracting new business. How does that work?

Chun Tan: Last week we had a ground breaking for Delta Electronics. They have five plants throughout the United States. They were interested in coming to Fayetteville because they believe Fayetteville will be a place for them to grow and because Fayetteville is for sustainable growth.

We are working with the Arkansas Economic Development Commission out of Little Rock. When they try to attract a company to come here we want to show them this is where your customers are, this is where you can get your raw materials, and this is where you can get your workers. We can show them that by having statistical information.

Alderman Lewis: So we are competing with other cities. Do those other cities have the data?

Chug Tan: Yes, it is more common than not to have a business registry. One of our tasks in economic development is business retention and expansion. So we need to know what is happening in the community. This is a cost recovery program it does not generate revenue for the City.

Alderman Gray: Fayetteville's paper application is \$35 and electronic is how much?

Karen Minkel, Director of Strategic Planning and Internal Consulting: Electronic is \$32. Home based businesses would pay \$22 for a paper application and \$10 for electronic. The annual renewal fee will be \$15.

Alderman Gray: Is there an additional amount because of additional workers?

Karen Minkel: We were looking at the actual cost it would take to run the program. With the paper application there was more data entry involved. So there is more staff time involved which is why it is a bit more expensive than completing the electronic application.

Don Marr, Chief of Staff: Some cities charge the fee based on the number of employees. That is not incorporated into this fee. This is a standard fee that applies to all businesses across the board. Businesses today should be paying a \$25 fee for zoning compliance which would be incorporated into this new \$35 fee. It will be a \$10 difference between what is done today and what the new fee would be. There was business involvement in the crafting of this ordinance.

He reviewed all the items that were considered in developing the ordinance. He stated this is not a revenue generating program it is a cost recovery program.

Alderman Gray: Do we know what Bentonville's fee is?

Karen Minkel: Bentonville does not have a business license. Rogers, Lowell, and Springdale all have a license. Rogers and Lowell charge \$50 as a base fee. Springdale charges \$20 as a

base fee but all three cities add on based on the number of employees or number of chairs in a restaurant. That is not uncommon.

Alderman Petty: What is the difference in the penalties and enforcement policies between this ordinance and the certificate of zoning compliance?

Karen Minkel: In the business registry model if the Director of Development Services finds that the business is not in compliance with one of the aspects of review, which could include fire, safety, zoning, then the Director of Development Services could recommend suspension or revocation of the license. The business would have a public hearing with the Chief of Staff and could appeal that decision to the City Council.

Alderman Petty: For non compliance in this ordinance the fee is \$250 per day of operating a business in non compliance. How is that different from the previous ordinance?

Jeremy Pate, Internal Services and Development Director: The certificate of zoning compliance would fall under the general violation of the UDC.

City Attorney Kit Williams: I don't do the prosecution. I think it is also \$250 a day. That was the state limit and the state has doubled the limit but we haven't changed our ordinances to match the increase allowance by the state.

Alderman Thiel: Where is a person going to apply for a business license?

Karen Minkel: The license will be handled through the Department of Development Services.

Alderman Thiel: Will there be a renewal reminder once a person applies?

Karen Minkel: Yes, businesses would receive notification every year. The renewal period, now that the ordinance has been amended, is September 1st and October 31st. They will have the option to complete a paper application or apply on line.

Don Marr: The rationale for selecting the Planning Department was because current permitting is done in that office.

Alderman Thiel: Do you think you are going to be able to handle the amount of businesses in Fayetteville?

Don Marr: We are hoping that the majority of businesses will use the online application process. We originally had staff assigned to this but, because of where we are today with the amount of development, we believe we have staff to apply to it. If development returns we will have a discussion with you about whether we need to have staff.

Alderman Thiel: My concern is with the home based businesses. I am concerned about the fines associated with this for all the people that will not know about it. They will not know to apply.

Don Marr: Our expectations are that most businesses when they do know that they have a requirement they tend to comply. Our goal is to work with people, get the data, and get the registry built. We believe most businesses will comply.

Karen Minkel: If it came to the attention of the Planning Office that a business was in non compliance they would receive notification and they would have time to comply.

Alderman Ferrell: Is the triggering effect for a home based business of a LLC or Corporation that requires a license patterned after the surrounding communities?

Karen Minkel: A lot of communities are a bit more vague and broad in their statements. She gave examples.

Alderman Ferrell: Kit your memo talks about the super majority of six votes to comply with state law when you are voting on a tax.

City Attorney Kit Williams: It's either a business license or a tax. That is based upon state statute 26-77-102. He read the statute. That statute seems to control this.

Alderman Lucas: A lot of citizens and business people had input into this. Wouldn't it be smart to use technology to know who is operating businesses in our City and to ensure health and safety compliance for our citizens and staff in a more efficient way. This came from the summit for economic development and we have hired the Chamber to do economic development. Change is difficult and there will be those opposed but this is something Fayetteville needs. I support it.

Alderman Lewis stated she supported the ordinance. This is data that can help us attract new businesses and help us compete.

Alderman Thiel: We have discussed this for months and the public has had ample time to consider this and come forward and make a statement.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-2. Alderman Cook and Ferrell voting no.

Ordinance 5347 as Recorded in the office of the City Clerk

ADM 09-3466 (UDC Chapters 151 & 164 Vehicle Related Businesses): An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, Chapters 151: Definitions and 164: Supplementary Zoning Regulations, in order to include additional definitions and requirements for vehicle related businesses. *This ordinance was left on the Second Reading at the August 17, 2010 City Council meeting.*

Alderman Petty moved to suspend the rules and go to the third reading. Alderman Lewis seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Internal Services and Development Director gave a brief description of the ordinance.

Alderman Lewis: The way it is written now a person can appeal your decision, right? Would the exception clause be redundant within our code?

Jeremy Pate: You can appeal an interpretation of a code so if something is gray in the code it is my job to make that black or white and make a determination. Yes, that could be appealed to the Board of Adjustments.

City Attorney Kit Williams: His interpretation would probably not be challenged. It would be whether or not more time is needed.

Alderman Ferrell: Jeremy, from what I understand you are saying staff would rather wait and see if a problem occurs and if it does deal with it then? If there were cases that would require action do you think staff will be supportive at that time?

Jeremy Pate: I think so. We picked 45 days and we want to try that time period out. Any time we draft an ordinance and have a time frame we have to weigh that after it is adopted to make sure that's the right time frame before we pursue any type of enforcement or prosecution action.

Alderman Thiel moved to amend three sections of the ordinance 164.05 Subsection C, 164.14 Subsection B and add Subsection D to 164.14. Alderman Lucas seconded the motion.

Jeff Dickey stated he is in agreement with having cars parked longer than 45 days. One issue that may not be clear is, are we isolating out auto repairs places and other business such as auto body then we are becoming discriminatory against businesses. I would caution against that.

Upon roll call the motion passed unanimously.

James Laubler, Ward 4 resident: I canvassed some businesses today that have been around and they had not heard there was an ordinance. Are you all going out and talking to businesses to see what their problems are with it?

Alderman Ferrell: When you were talking to the businesses did you advise them to contact their Alderman?

James Laubler: No, you would think that would be common sense to stay engaged.

Alderman Ferrell: If they found out about it did you advise them to go ahead and contact their aldermen?

James Laubler: This was this afternoon and there was no reaction time for them.

Alderman Lucas: Did they have a problem with this after you talked with them?

James Laubler: Yes.

Alderman Lucas: What was their problem?

James Laubler: You add this ordinance and another ordinance and it is a patch work of many things that you need to have done. When you keep adding, these people feel they are too busy to keep in contact with the Council.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5348 as Recorded in the office of the City Clerk

New Business:

RZN 10-3625 (Cedar Crest Academy): An ordinance rezoning that property described in rezoning petition RZN 10-3625, for approximately 2.25 acres, located on the south side of Persimmon Street, northwest of Owl Creek Elementary School from RSF-4, Residential Single-Family, 4 units per acre, to P-1, Institutional.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance. Planning Commission voted to forward this with a recommendation of 6-0. Staff is also recommending approval.

A discussion followed on the location of the project.

James Laubler: Has someone applied to build something there? I saw the word institutional.

Mayor Jordan: It's my understanding they have not.

James Laubler: So this is general zoning. This is two corners that are covered where our youngest children are. We don't need a halfway house. That is my only concern.

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion.

Alderman Lewis: This is a rezoning and we are not allowed to consider what they would put on that site at this point. We can only consider the zoning.

Alderman Lucas: What would be allowed in this zoning?

Jeremy Pate: The primary use within the institutional zone is Use Unit 4 which is called cultural and recreational facilities. That is the zone that most of our churches and schools are typically zoned.

Alderman Lucas: Thank you.

Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Petty moved to suspend the rules and go to the third reading. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Lucas: I have not heard from any of the residents about this.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5349 as Recorded in the office of the City Clerk

RZN 10-3626 (Mathias Shopping Centers): An ordinance rezoning that property described in rezoning petition RZN 10-3626, for approximately 1.2 acres, located at the northwest corner of Hwy 45 East and Box Avenue from R-O, Residential Office, to CS, Community Services.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance. He stated staff recommended approval and Planning Commission voted 7-0 in favor of the zoning request.

Alderman Ferrell: Jeremy, I hope we can keep looking to the future for perhaps a back door on 265.

Alderman Lucas: I couldn't agree more. I've even been contacted about that. It would come from the school also down to 265 which would put traffic through the neighborhoods.

Alderman Lewis: I'm very supportive of the form based community services codes, thank you for working on that.

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Petty seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Thiel moved to suspend the rules and go to the third reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5350 as Recorded in the office of the City Clerk

Repeal and Replace §34.26 (Authority of City Employees to Contract with the City): An ordinance to repeal §34.26 Authority of City Employees to Contract with the City and to enact a replacement §34.26 Limited Authority of City Employees to Provide Services to the City.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams gave a brief description of the ordinance and stated why he brought the ordinance forward.

Alderman Ferrell moved to amend Subsection E. of the ordinance. Alderman Petty seconded the motion. Upon roll call the motion passed unanimously.

Alderman Petty moved to suspend the rules and go to the second reading. Alderman Lewis seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Petty seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Don Marr: There are certain staff that have asked questions about seasonal or part time employees, An employee that works at the pool or as a camp counselor who ends that assignment is no longer an employee of the City at that point, and would eligible and to be considered for these particular positions. It doesn't prohibit that in any way. City park employees who would like to work in those environments would still be allowed to have that opportunity. They would be paid at their regular hourly rate or overtime.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5351 as Recorded in the office of the City Clerk

Amend Chapters 151 & 162: (ADM 10-3630 Recycling and Collection Centers): An ordinance amending the Unified Development Code Chapter 151: Definitions and Chapter 162: Use Conditions to create definitions for community recycling drop-off facilities and centers for collecting recyclable materials and to allow such uses in appropriate zoning districts.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance. Staff is recommending in favor of this ordinance.

Alderman Thiel: I think this is a good thing and is a good opportunity for the City to feel a bit more proactive about recycling. I think a lot of people will take advantage of this more than they do the curb recycling.

Alderman Ferrell: This is a good time for a green alert for volunteers.

Alderman Lucas: Can other people besides the City set up recycling things? Would they have to come for a conditional use?

Jeremy Pate: Yes, the only one I'm aware of currently is the Vaughn Recycling Center on South School.

Alderman Petty: Would this cover construction waste recycling facilities such as the Habitat for Humanity ReStore?

Jeremy Pate: That's primarily a retail facility. We would probably classify that as a use of retail facility more so than a recycling facility.

Alderman Petty: Thank you.

Alderman Gray moved to suspend the rules and go to the second reading. **Alderman Thiel** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Thiel moved to suspend the rules and go to the third reading. **Alderman Petty** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5352 as Recorded in the office of the City Clerk

Amend Chapter 161: Zoning Regulations (Use Unit 43 Animal Boarding & Training): An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, Chapter 161: Zoning Regulations to permit use unit 43, Animal Boarding and Training, in certain situations in commercial, industrial, mixed use, and residential-agricultural zoning districts.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance. Staff is recommending approval of the amendment.

City Attorney Kit Williams: I noticed in the title it talks about residential agricultural zoning districts and it's not mentioned in the body. Is that because it was not repealed from that particular zoning district or do we need to add that to Section 2?

Jeremy Pate: It was not repealed.

City Attorney Kit Williams: So it is still allowed there it was not repealed.

Jeremy Pate: That's correct.

James Laubler: I'm unclear with what you are doing. Are you allowing people to do boarding in neighborhoods?

Jeremy Pate: The request is to add a conditional use permit option for animal boarding and training to our C-2 which is Thoroughfare Commercial, Urban Thoroughfare, which is a Commercial District, our Heavy Commercial and Light Industrial Districts.

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Lewis seconded the motion. Upon roll call the motion passed 7-0. Alderman Lucas was absent during the vote.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Lewis seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5353 as Recorded in the office of the City Clerk

Amend Resolution No. 76-06 Lierly Lane Subdivision: A resolution to amend Resolution No. 76-06 to amend the site plan to replace five duplex lots with single family lots and change the lot once designated for the decentralized community septic system to single family lots and a developed park of about 2.5 acres.

Jeremy Pate gave a brief description of the resolution and stated staff recommends approval.

Alderman Lewis: I was willing to bring this forward. I haven't reviewed it very closely and I want to hear from the public. I appreciate Jeremy's help because there is a lot of history to this site that came before my time.

James Laubler spoke in favor of the resolution. He also stated he didn't see a posting to let the neighborhood know what was going on.

Jeremy Pate: We post for development items and things that go before Planning Commission but because this came straight to the Council as an Alderman sponsored item it simply went on the agenda and was discussed at Agenda Session. That was the first time it was discussed.

James Laubler: I think it's a great idea but it aggravates me that as a member of the community I didn't know a change of zoning was going on.

Alderman Lucas: This was developed with the County. It wasn't developed with us, was it?

Jeremy Pate: Yes, it was developed to County standards and it was before the County had zoning. There were no land use controls at that time.

Alderman Lucas: That's why it is mixed like that.

James Laubler: This is in the city. Are you saying this was built before the City annexed it?

City Attorney Kit Williams: Yes.

A discussion followed on the tandem lots.

Alderman Lewis: I am concerned where it says about 2.5 acres in the resolution.

Jeremy Pate explained why it says about 2.5 acres.

Alderman Lewis: Is the design of the park decided? Is that something we need to talk about now? My concern is with the lawn.

City Attorney Kit Williams: This is not designed to be a city park. This is a property owners' association requirement and that is why they have to pay park fees.

Todd Jacobs: This will be a city park basically taking what was the drip field and trying to make an amenity within this neighborhood. The POA will be responsible for the maintenance of it.

A discussion followed on Subsection C.

Alderman Lewis moved to approve the resolution. Alderman Lucas seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 162-10 as recorded in the office of the City Clerk.

There was a scrivener's error in the following ordinance number that was being amended. The amended ordinance should read 5341.

Amend Ordinance No. 5344 (Watershed Conservation Resource Center): An ordinance amending Ordinance No. 5344 to approve an amendment to the memorandum of understanding with the Watershed Conservation Resource Center (WCRC) to allow for projects on public lands owned by the City of Fayetteville.

City Attorney Kit Williams read the ordinance.

John Coleman gave a brief description of the amendment to Ordinance No. 5344.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Petty moved to suspend the rules and go to the third reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5354 as Recorded in the office of the City Clerk

Announcements:

Alderman Lucas: September 18, 2010 is the Ward 4 Clean Up at Shaver Foods and Owl Creek School.

Alderman Lewis: The Environmental Action Committee thanks you for supporting the Community Habitat Project. If you are interested in being a part of that you can go to the National Wildlife Federation website or contact Alderman Lewis or Terri Lane.

Meeting adjourned at 8:05 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

**City of Fayetteville Arkansas
City Council Meeting Minutes
September 21, 2010**

A meeting of the Fayetteville City Council was held on September 21, 2010 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Gray, Thiel, Cook, Petty, Ferrell, Lucas, Lewis, Mayor Jordan, City Attorney Kit Williams, Assistant City Attorney Jason Kelley, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Rhoads

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Nominating Committee Report:

Alderman Cook read the Nominating Committee Report.

Alderman Ferrell moved to approve the Nominating Committee Report. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent.

Agenda Additions:

Mayor Jordan stated he would like to walk on an item for discussion regarding the paid parking situation on Dickson Street.

Alderman Ferrell moved to add a Discussion on Parking to the agenda. Alderman Lewis seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent. This discussion was held after New Business.

Consent:

Ranger's Pantry Pet Food Bank: A resolution approving a budget adjustment in the amount of \$340.00 to recognize revenue from citizen donations to the Ranger's Pantry Pet Food Bank Project.

Resolution 163-10 as recorded in the office of the City Clerk.

Kim Hoadley Construction: A resolution awarding bid and authorizing a contract with Kim Hoadley Construction in the amount of \$40,884.00 for improvements to the 1932 S. Garland CDBG Public Facility.

Resolution 164-10 as recorded in the office of the City Clerk.

Parks and Tourism Outdoor Recreation Grant (Repeal Resolution 139-10): A resolution authorizing application for an Arkansas Parks and Tourism Outdoor Recreation Grant in the amount of \$125,000.00 for improvements to the Lake Fayetteville North Shore, the Yvonne Richardson Community Center and Walker Park, and repealing Resolution 139-10.

Resolution 165-10 as recorded in the office of the City Clerk.

City Council Representative for Mandatory Settlement Conference: A resolution to appoint City Council Member Shirley Lucas to represent the City Council during any settlement conference required by the Federal District Court or Magistrate.

Resolution 166-10 as recorded in the office of the City Clerk.

Alderman Cook moved to approve the Consent Agenda. Alderman Petty seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent.

Unfinished Business: None

New Business:

North Ball Avenue & West Van Asche Drive Street Name Change: A resolution renaming a section of North Ball Avenue to Roosevelt Avenue and a section of West Van Asche Drive to Jupiter Drive.

John Goddard, GIS Coordinator gave a brief description of the resolution.

Alderman Petty asked if street name change resolutions need to come before Council.

Assistant City Attorney Jason Kelley: Yes.

Alderman Petty moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the resolution passed 7-0. Alderman Rhoads was absent.

Resolution 167-10 as recorded in the office of the City Clerk.

RZN 10-3613 (Watson): An ordinance rezoning that property described in rezoning petition RZN 10-3613, for approximately 3.0 acres, located at 5989 East Huntsville Road from Residential Single-Family, 4 units per acre, to R-A, Residential Agricultural.

Assistant City Attorney Jason Kelley read the ordinance.

Jeremy Pate, Internal Services and Development Director gave a brief description of the ordinance. He stated staff and the Planning Commission recommend in favor of the application to rezone the property.

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent.

Assistant City Attorney Jason Kelley read the ordinance.

Alderman Ferrell moved to suspend the rules and go to the third reading. Alderman Lewis seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent.

Assistant City Attorney Jason Kelley read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Rhoads was absent.

Ordinance 5355 as Recorded in the office of the City Clerk

Chambers Bank Donation: A resolution to thank Chambers Bank for its donation of 210 acres to the City of Fayetteville.

Assistant City Attorney Jason Kelley read the resolution.

Mayor Jordan thanked Chambers Bank, City Attorney Kit Williams, Don Marr, and the City Council for their patience and work on this. He stated it's a real good acquisition for the City.

Alderman Petty moved to approve the resolution. Alderman Cook seconded the motion.

Alderman Ferrell stated he was in favor of the resolution. He asked Assistant City Attorney Jason Kelley if the City is losing any chance of any right by passing the resolution.

Assistant City Attorney Jason Kelley: No, it is an expression of thanks. It doesn't limit us in any way to any action in the future.

Alderman Lewis: The notes that we received were referring more to the where as statements. This is just a thanks for the relatively simple process.

Mayor Jordan: That is all it was intended to be.

Alderman Lewis: Chambers Bank still holds the rest of that property?

Assistant City Attorney Jason Kelley: All I know is we have what we received a deed to.

Don Marr, Chief of Staff: It is our understanding that the property was returned in lieu of foreclosure and the bank is the primary and only holder of the property at this time. That is what has been communicated to us by the Chambers Bank representative.

Alderman Lewis: Okay, thank you.

Upon roll call the resolution passed 7-0. Alderman Rhoads was absent.

Resolution 168-10 as recorded in the office of the City Clerk.

The following discussion item was added to the agenda at the beginning of the City Council meeting.

Parking Discussion:

Amend Chapter 72: An ordinance amending Chapter 72 Parking Regulations of the Fayetteville Code by repealing subsections 72.58(H)(1) through 72.58(H)(3) and enacting replacement subsections 72.58(H)(1-3) to change the time of allowable free parking in the Entertainment District Parking Zone.

Mayor Jordan gave a brief history of the parking discussion. He proposed that the paid parking not start until 2:00 p.m., which would be a 10% cut, do it through 90 days, and reevaluate it again.

Paul Becker, Finance Director passed out preliminary data collected in the last six weeks. To charge for paid parking only on Thursday, Friday and Saturday nights would be a reduction of \$437,000 in revenue or roughly 49% of the total revenue. This would not allow us to allocate money towards a parking deck for five years, if we begin paid parking at 5:00 p.m. that would reduce revenue a total of \$185,621 or 20.7% and beginning paid parking at 2:00 p.m. would reduce the revenue by \$86,483 that is roughly 10%.

Alderman Gray: Over what period of time?

Paul Becker: This is a full year projection.

Don Marr: The original projections for revenue fees were lower than what we would be showing this annualized at. We have months when we expect lower revenues. These numbers show higher and we are using them because it is the only real data that we have. You could see fluctuation in that. The second assumption is that our citation revenue would reduce at the same percentage that the revenue would reduce, however we had nothing to gage that number on.

Mayor Jordan: At one meeting the owners said if we did not adhere to what they wanted they would put together a voter initiative petition to vote on the ordinances that were passed.

Assistant City Attorney Jason Kelley: The citizens of Arkansas have two different ways to contribute in this field. One is initiative the other referendum. To initiate a referendum petition that would be an up or down vote by the citizens, after a petition, as to a previously enacted ordinance of the Council. It has to be filed within 31 days of passage. An initiative is when the people come up with their own law to repeal or change a City Council action. State law requires that initiative elections be conducted at regular municipal elections. The time period to file an initiative is 60 days before the election.

Alderman Thiel: How many signatures does it take to get a citizen initiative?

Assistant City Attorney Jason Kelley: I believe its 15% of the total that voted in the last mayor's election.

Alderman Thiel: Approximately how many Sondra?

Sondra Smith, City Clerk: I can look that up. I have already calculated it.

Alderman Petty: Approximately 3,000.

Mayor Jordan: The time frame has passed for that.

Alderman Thiel: Right, but if they want to work on it for the next one it takes that many.

Alderman Lewis: Is this a discussion item? Are we voting on something?

Mayor Jordan: I would like to see us pass something that will give the businesses some relief. I would submit just until the 90 days is up, paid parking not start until 2:00 p.m.

Assistant City Attorney Jason Kelley: We would have to pass an ordinance.

Mayor Jordan: Yes, and then an emergency clause.

Assistant City Attorney Jason Kelley: There would have to be an emergency clause on the ordinance. It would become effective upon publication.

Mayor Jordan: I don't have HMR taxes back to give you facts on how much is being lost.

Alderman Lucas: When do you think the HMR taxes will be back?

Paul Becker: We will have that by October 2nd or 3rd. That will only reflect a certain portion of August because it was not a complete month for paid parking.

Don Marr: The parking program was implemented mid month in August. In September when the numbers are complete you will see the full impact. If you make a proposed change tonight and you make it effective through an emergency clause and implemented in October, by the time we get through the 90 day review in November you will have the third month of seeing if this change had any result for what ever change you make for a full month.

Mayor Jordan: You have to understand I was asked by the owners to do this Thursday. Keep in mind we have spent eight months putting this together and in four days I have to flip flop the whole paid parking plan.

Alderman Ferrell: Will you be able to capture the impact on the entertainment district.

Paul Becker: The sales tax comes from the state and they don't divide it. HMR taxes are by an individual business so in fact we could do some consolidation.

Branton Moore, representative for Highroller Cyclyerly stated as a retail business they are feeling the effects of the paid parking.

Japser Mendoza, Dickson Street Book Shop spoke in opposition of the parking ordinance.

Julie Sill owner of Common Grounds and Hog Haus thanked the Mayor for coming to the meeting and bringing the issue to the attention of the Council so quickly. I was supportive of the paid parking program however I had no idea it would have this type of impact to my customers and my business. I have been on Dickson Street for 14 years and it is the greatest loss we have ever seen. We are down 40%. We ask that you take action immediately.

Alderman Lucas: There were parking meters on Dickson in the past.

Julie Sill: Yes, ma'am.

Alderman Lucas: Do you think the problem is that they have to go to a corner to put money in the meter?

Julie Sill: It is the inconvenience of it. I think the meters on the street would help. It would be less frustrating and more convenient.

Alderman Lucas: At least on the streets.

Julie Sill: Yes, ma'am.

Alderman Lucas: Thank you.

Don Choffel: Dickson Street Bookshop: There are 10 people on our payroll and business is down far enough that we are going to have to lay someone off or reduce hours for everyone. Our customers understand it but resent the parking.

Alderman Ferrell: Are your complaints coming mainly from your customers or employees?

Don Choffel: Our customers, our employees don't have to pay that much but they have been getting tickets.

Shawn Garles a citizen spoke in opposition of the parking. He stated he does not go to the businesses anymore because of the parking.

Neil Crawford with Jose's stated in his 22 years on Dickson Street he has never seen something have such a negative impact. He spoke in opposition of the parking.

Mayor Jordan: If this is passed by the Council it is just temporary for the 90 days and after the 90 days we may revisit it and do something else.

Alderman Ferrell: Would it have some impact on your lunch business if it were extended to 2:00 p.m. before the parking started?

Neil Crawford: 2:00 p.m. would help Common Grounds a lot better than it would help Hog Haus or Jose's.

Alderman Ferrell: I meant the majority.

Neil Crawford: It has a little bit different effect on some of us than others 2:00 p.m. would have some positive to it. I'm still concerned if it would be enough.

Alderman Lucas: Do the machines make change?

Terry Gulley, Transportation Services Director: The machines for the lots make change. The machines on the street do not have that capability.

Alderman Lucas: The lot behind Jose's and Common Grounds?

Terry Gulley: No, the gated lots. The three around the Walton Arts Center will make change. The other 18 machines that are out on the street do not have that capability.

Alderman Lucas: If they park in a spot and there is time left on their spot is that figured in when the next person parks in that spot.

Terry Gulley: When the next person goes up they are paying for how long they expect to be there. It does not recognize it again once you enter in the number.

Alderman Lucas: It's not like a meter where you see how much time is left.

Terry Gulley: No, it's not set that way.

Don Marr: The time credit issued to the second customer is an item that can be programmed. It would require some additional software.

Travis Feltner, Feltner Brothers: It doesn't matter what merchant stands up here the fact of the matter is we are all in the same boat. Our future and livelihood is in the Entertainment District and Dickson Street. Our employees can go elsewhere to work. August was the first month that we did not turn a profit.

Jennifer James, a citizen of Fayetteville: I understand that a lot of money has been invested in this. Business is suffering and 90 days is too long. If it is not the paid parking that is causing these businesses to suffer, is there any other explanation as to what could be causing these problems?

Alderman Petty: If one of the restaurant or bars that you frequent offered you a validation for the money you would have to pay for your parking spot, would you still be going there? That is an option for the businesses. It is up to the businesses if they want to participate in that program.

Jennifer James: I definitely think it can help. I think we could all be in agreement that any kind of incentive like that would help the businesses.

Alderman Lewis: What is your feeling on the pricing?

Jennifer James: Five dollars in one hand is not a lot of money, but \$5 if you just want to go get two beers for happy hour before you go home it's not worth it.

Mike Rohrbach, Flying Burrito and King Fish asked the Council members if they ever go to Dickson Street to eat and did you go to lunch before, after, and during this parking program? Have you noticed the change in the parking?

Mayor Jordan stated he has noticed a difference.

Mike Rohrbach: It used to be half full during the day now there might be 10-15 cars.

Mayor Jordan: I would agree that I saw a difference in the lunch hour.

Mike Rohrbach: If it keeps going that way then there will not be a need for a deck.

Mayor Jordan: That is why we are trying to institute a spot gap measure to get us through 90 days. I need those HMR taxes to come in where I can fully evaluate everything.

Steve Clark, President of the Fayetteville Chamber of Commerce: This parking ordinance represents more than just parking vehicles. It represents a commitment the City made about its future. I urge the Council to create some relief that would allow the suspension of the parking payments until 2:00 p.m.

Teri Trotter, Walton Arts Center: We started this conservation a long time ago and it is important to look at the fact that the problem doesn't go away. We need to create a way to find more parking solutions in the Dickson Street area.

Jeff Dickey, Ward 4 Candidate: I would like to see paid parking on Dickson Street Friday, Saturday, and Sunday. If we have to compromise let's make it 6:00 p.m. and after during the week paid parking. That way it allows for lunch time and hour happy where these businesses are suffering. If we lose local business we will lose a lot of the economy.

Caleb Heath, Dickson Street Book Shop: In the parking plan, as we have it now, we have allotted only 16 days out of the entire year using the lots for festivals. I wonder if that is enough. It is the hassle not the money. I wonder if in time it will be possible to get more specific numbers on parking citations. Retailers would be best served by a plan that does not begin paid parking until 5:00 p.m. or 6:00 p.m. I support the middle ground.

Sammie Stephenson, Smoke and Barrel Tavern: My understanding is if the Dickson Street Merchants proposal is accepted essentially the City would just make enough money to make payments on the equipment until it was paid off.

Mayor Jordan: That's correct.

Sammie Stephenson: After those five years would there not be income that could then be put toward the parking deck? Why is it a problem for that savings to not begin to be stored up until the five years is up and the equipment is paid off?

Mayor Jordan: Because we have made commitments towards a parking deck. If we manage to do the revenue by this time next year it is still going to be two to three years before it's built anyway.

Alderman Thiel: Everyone seems to have forgotten that we had paid parking in the past.

Mayor Jordan: There were gates in the very lot that you pull in now. That was paid parking.

Don Marr: I want to correct my earlier statement. We not only don't have money for the deck it actually would be operating at a small loss of about \$15,000 projected. Not taking into account the revenue differences for lower time periods. That difference is a loss it's not just putting anything to it. It doesn't fully recoup the cost of that proposal.

Mayor Jordan: So that proposal is actually a loss.

Don Marr: Based on that parameter.

Storm Carr, French Quarter Antiques stated his concerns with parking on Block Street. We have had paid parking on Block Street for years. The City engineers were told to design the street and squeeze as many parking places as possible onto Block. Mr. Carr voiced his concern about what the money was being used for that is collected from the parking meters on Block Street.

Mayor Jordan: I don't know.

Terry Gulley: Based on our meetings we had when we were in the design phase the overwhelming consensus seemed to be to get as much parking as possible and that is how they designed it.

Storm Carr: That is why the design looks so squirrely to people.

Mayor Jordan: We are discussing Dickson Street tonight. We will discuss Block Street later.

Storm Carr: My apologies to the Council for bringing this up at an inopportune time. We have been told a lot of different things. The money that has been collected should be in an account somewhere drawing interest.

Alderman Gray: Seems like the biggest concern is the machine. Are there directions on the machine that if you put in a \$5 bill you won't get any money back?

Terry Gulley: It says no change given.

Alderman Gray: It seems we need better instructions. The ticket says fifty cents an hour but its one dollar hour. Are you aware of that?

Terry Gulley: We will have to look at it.

Alderman Gray: Anything we can do to make the machines more user friendly will change people's attitude about the whole paid parking issue.

Don Marr: When we started this program our goal was to get the program implemented prior to the start of the university year. He addressed issues associated with implementing the paid parking. We are still working on issues that have come up. That is why we implemented a 90 day review. There is an education and promotion problem.

Alderman Lewis: Are there are any estimates based on the pricing.

Don Marr: We are cheaper than the private lots. We didn't feel like at this point there was any need to look at the rate itself. We're not hearing people talk about the rate. We are hearing them talk about if it is paid or not and what times. We can run those scenarios if that is something you would like to look at. We feel the rates are appropriately set at this point based on private lots and other cities that have parking fees.

Alderman Thiel: Not that many years ago we had paid parking on Dickson. The City has done a lot to improve that district and make it better for the merchants that have businesses there. Most merchants have to pay for parking. I am not ready to go to what the merchants are asking for. I think it is too soon to do that. It needs to be looked at in 90 days and we need to look at the HMR tax revenue from the individual businesses that say they are affected.

City Attorney Kit Williams: I have a draft ordinance I can read.

City Attorney Kit Williams read the ordinance.

A discussion followed on the date the City Council would look at the ordinance again.

City Attorney Kit Williams: It would require another ordinance to extend this. This doesn't have an emergency clause because State law says that if an ordinance is general and permanent then it takes effect within 31 days unless there is an emergency clause. If it is specific and temporary, like this one is, then it is immediately effective like a resolution.

Don Marr: The HMR numbers for October would be payable November 30th. If we use November 21st as the day we will not have the October numbers to look at which would evaluate this free period adjustment.

City Attorney Kit Williams: I would recommend it terminate on the first City Council meeting in December which would be December 7, 2010.

Alderman Ferrell moved to suspend the rules to add the ordinance to the agenda. Alderman Petty seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent.

Alderman Lucas: How is this going to affect the shows at the Walton Arts Center?

Peter Lane: It depends on whether or not a ticket is issued upon entering the parking lot. The matinee begins at 2:00 and patrons began to arrive anywhere from before noon up until 2:00 p.m.

Don Marr: If someone gets a ticket early in the day in a non paid period it will only calculate the time in which the program begins to charge for time.

Peter Lane: Will pre pay be a possibility on those kinds of tickets.

Don Marr: I do not know the answer but I will find out for you.

Alderman Lewis: The gated lots will be able to do that but can the street meters do the same thing?

Don Marr: There are very big differences between on street pay by space equipment and pay by exit lots. That is an item I will have to research.

Alderman Lucas: That is why I was wondering if we should leave the time on Saturdays and Sundays at 1:00 p.m.

City Attorney Kit Williams: Sunday was 1:00 and Saturday was 10:00 a.m.

Alderman Lucas: Rather than having to reprogram all the ones on the streets.

Alderman Petty: These are problems we have already had to deal with by not starting things until 10:00 a.m.

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Petty seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent.

City Attorney Kit Williams read the ordinance.

Alderman Petty moved to suspend the rules and go to the third reading. Alderman Thiel seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent.

City Attorney Kit Williams read the ordinance.

Alderman Ferrell asked Don when he addresses some of the issues that have come up to include double dipping, if someone gets charged twice, and where the overage went.

Don Marr: If I understand what you mean by that, if someone pays for a space for two hours and they leave after an hour whether the next customer gets credit for that second hour that has already been paid. That will require reprogramming, it is something we can do and we plan to bring that forward. We have not been refunding overages. It just goes towards the parking revenue. We will get the cost of changing out and reprogramming the machines to give change in those circumstances so that you will know whether or not you want to invest to address that issue. It will also increase staff time.

Alderman Ferrell: I voted for this and we obligated the City to buy this equipment so we are responsible for this. We are going to try to do the best we can to help.

Alderman Petty: I know this might not be the solution everybody wanted tonight but I think it is what we feel is a responsible decision for the data we have right now. There are still changes to be made. We are committed to making those changes. I hope all of us step up the education of this.

Mayor Jordan: As the Mayor of this City the easy thing for me to have done was to have done nothing. We could have let the parking problem go on. I was determined that we address the issues with Walton Arts Center and get a parking deck for the businesses down there and the people. The people that make the money off of private parking keep that money for themselves. The money that we make from public parking goes into a deck that we all share. At the end of the day we are going to make this work and it is going to be a benefit to everybody. I do not want to see any businesses leave Dickson Street.

Alderman Lewis: I really appreciate that the businesses in the Downtown area are working together. There is such a value in that.

Alderman Lucas: Change is difficult and I think a lot of it is education.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Rhoads was absent.

Ordinance 5356 as Recorded in the office of the City Clerk

Announcements:

Alderman Lucas announced the next Ward 4 meeting.

Mayor Jordan thanked the Council for their hard work on the paid parking issue.

Meeting adjourned at 8:35 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Handed out at the City Council Meeting
October 5, 2010. RFP # 10-04 Regions Insurance

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Paul Becker, Finance & Internal Services Director
From: Peggy Vice, Purchasing Manger
Date: October 5th, 2010
Subj: Insurance Broker of Record Services Contract

RFP 10-04 Insurance Broker of Record Services selection committee members were Adella Gray, Kit Williams, Officer Kenny Yates, Peggy Bell and Peggy Vice.

Selection criteria for the RFP was based on the following:

- 20% Qualifications
- 20% Experience, Competence and Capacity for Performance
- 20% Proposed Method of Doing Work
- 30% Past Performance
- 10% Price

Proposals were received from six (6) respondents. Fees ranged from \$13,000 to \$95,000. Regions Insurance was unanimously selected by the committee with Eason Company selected in second place.

Regions has been an excellent company to work with. They have kept our rates down and obtained a rate decrease in 2010 even with the \$300,000 plus hangar fire and losses from the ice storm in 2009.

Regions worked hand in hand with Accounting and Purchasing Divisions to handle the losses from the ice storm. They played a big role in assisting the City to put together the information required by FEMA to get reimbursed for the losses not covered by the City's insurance.

Regions Insurance has attorneys on staff to assist the City with any claims issues that may come up. Last year they assisted the City in obtaining coverage for a claim that had been denied coverage by the underwriter. They performed this service at no additional charge to the City.

Regions Insurance is rated 20th US Insurance Broker in the United States with \$1 Billion USD in premiums in 2009. This gives them more negotiating power for the City when negotiating the City's insurance rates. Their office is located on Joyce Blvd with 30 or more employees.

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda City of Fayetteville Arkansas City Council Meeting October 5, 2010

A meeting of the Fayetteville City Council will be held on October 5, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

City Council Agenda Session Presentations:

- 1. IRWP education and outreach highlights** - Delia Haak, Executive Director of the IRWP

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

- 1. Approval of the September 7, 2010 and September 21, 2010 City Council meeting minutes.**

2. **Bid #10-52 (Total Environmental Systems, Inc.) Fire Department Generators:** A resolution awarding Bid #10-52 and authorizing a contract with Total Environmental Systems, Inc. in the amount of \$96,900.00, plus a 10% project contingency, for the purchase and installation of electrical generators for the Fayetteville Fire Department.
3. **RFP #10-04 (Regions Insurance Inc.) Insurance Brokerage Services:** A resolution approving RFP #10-04 and authorizing a contract with Regions Insurance Inc. in the amount of \$14,000.00 with four one year automatic renewal options for the provision of insurance brokerage services.
4. **2010-2011 Selective Traffic Enforcement Program (STEP) Grant:** A resolution authorizing acceptance of a 2010-2011 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$103,200.00 with a \$79,200.00 local match, and approving a budget adjustment.
5. **Citizen Donation Revenue:** A resolution approving a budget adjustment in the amount of \$1,000.00 to recognize revenue from a citizen donation for purchasing microchips for the pet wellness expo event.
6. **Department of Justice Community Oriented Policing Services (COPS) Grant:** A resolution authorizing acceptance of a U.S. Department of Justice Community Oriented Policing Services for Technology Program (COPS) non-matching grant award in the amount of \$750,000.00, and approving a budget adjustment.
7. **Bid #10-50 (Sivad, Inc.) Educational Equipment:** A resolution awarding Bid #10-50 and authorizing a contract with Sivad, Inc. in the amount of \$95,714.00 for educational equipment and learning systems related to weatherization, energy efficiency and other green initiatives.
8. **Bid #10-55 (Rick Pershall Building Company) Animal Shelter Dog Runs:** A resolution awarding Bid #10-55 and authorizing a contract with Rick Pershall Building Company in the amount of \$46,410.00 for refurbishment of dog runs at the Fayetteville Animal Shelter, and approving a project contingency of \$3,112.00.
9. **Bid #10-57 (N.E.C. Inc.) City Compost Facility:** A resolution awarding Bid #10-57 and authorizing a contract with N.E.C. Inc. in the amount of \$77,500.00 plus applicable sales tax for concrete pad construction at the City Compost Facility, and approving a 10% project contingency.

B. Unfinished Business: None

C. New Business:

1. **RZN 10-3633 (Willy Berchtold):** An ordinance rezoning that property described in rezoning petition RZN 10-3633, for approximately 2.45 acres, located at 2409 Huntsville Road from C-2, Thoroughfare Commercial, RSF-4, Residential Single Family, 4 units per acre, and R-A, Residential Agricultural, to CS, Community Services Zoning District.

2. **RZN 10-3642 (Gardens on Persimmon):** An ordinance rezoning that property described in rezoning petition RZN 10-3642, for approximately 11.18 acres, located at 4405 Persimmon Street from RSF-4, Residential Single Family, 4 units per acre to P-1, Institutional.
3. **Illinois River Watershed Partnership (IRWP) Contract for Watershed Education:** An ordinance waiving the requirements of §34.23, (Purchases and Contracts not in Excess of \$20,000.00), of the Fayetteville Code of Ordinances and approving a contract with the Illinois River Watershed Partnership (IRWP) in the amount of \$10,000.00 for watershed education and planning services.
4. **2010 Millage Levy:** An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas for the year 2010 Fixing the rate thereof at 1.3 mills for general fund operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund and 1.0 mill for the Fayetteville Public Library; and certifying the same to the County Clerk of Washington County, Arkansas.

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

City of Fayetteville Staff Review Form

A. 2

Bid #10-52 (Total Environmental
Systems, Inc.) Fire Department Generators
Page 1 of 30

**City Council Agenda Items
and
Contracts, Leases or Agreements**

September 21, 2010
City Council Meeting Date
Agenda Items Only

David Dayringer
Submitted By

Fire
Division

Fire
Department

Action Required:

A resolution awarding Bid 10-52, Construction - Installation of Fire Department Generators to and approving a contract with Total Environmental Systems, Inc. in the amount of \$96,900.00 and a 10% project contingency in the amount of \$9,690.00.

\$	106,590.00	\$	70,000.00	Fire Impact Fee Improvements
			60,000.00	Fire Station #1 Generator
Cost of this request		Category / Project Budget		Program Category / Project Name
2300.9300.5801.04		-		Fire Improvements
4470.9470.5801.00		\$	2,500.00	Fire Improvements
Account Number		Funds Used to Date		Program / Project Category Name
07003 / 1001				Impact Fee
10019 / 1		\$	127,500.00	Sales Tax Capital Improvements
Project Number		Remaining Balance		Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

David Dayringer 8-31-10
Department Director Date

Previous Ordinance or Resolution # _____

John Kelly 9-2-10
City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Behr 9-2-2011
Finance and Internal Services Director Date

09-02-10 P02:13 RCVD
Received in City
Clerk's Office

Don Miller 9-2-10
Chief of Staff Date

Received in
Mayor's Office



Frederick J. Jones 9/7/10
Mayor Date

Comments:



www.accessfayetteville.org

A. 2

Bid #10-52 (Total Environmental Systems, Inc.) Fire Department Generators

Page 2 of 30

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan

From: David Dayringer, Fire Chief

Date: September 21, 2010

Subject: A Resolution awarding Bid 10-52, Construction – Installation of Fire Department Generators to and approving a contract with Total Environmental Systems, Inc. in the amount of \$96,900.00 and approving a 10% project contingency in the amount of \$9,690.00.

PROPOSAL:

During the Ice Storm of 2009 preparation for emergency power had only been partially completed, resulting in total loss of or inadequate power in five of the Fire Department's locations (Fire Stations 1, 2, & 5, the airport fire station, and the fire marshal's office). Crews were operating without adequate communication, heat, phones, lights, etc. at those locations. As part of the expanded Disaster Response Improvement Plan the Fire Department has identified this generator project as a top priority. The City Council has addressed this critical need in the 2010 Sales Tax Capital Improvement Program.

The City of Fayetteville Fire Department plan is to add additional emergency generators along with revisions to and/or the relocation of existing generators at multiple locations. The planned upgrades will include the purchase of new emergency generators for Fire Station #1 and the Fire Marshal's Office, the installation of a relocated generator at Fire Station #2, and revised circuiting at Fire Station #5 to include heating on the emergency panel.

RECOMMENDATION:

Sealed formal bids for the construction and installation of generators for the Fire Department were publicly read and the results are attached to this memo. Staff recommends awarding Bid 10-52 to and approving a contract with Total Environmental Systems, Inc. for the amount of \$96,900.00 for the aforementioned materials and services and approving a 10% project contingency in the amount of \$9,690.00.

BUDGET IMPACT:

\$70,000.00 of expenditures for this project will qualify for the use of Fire Impact Fee Funds. The remaining balance has been budgeted in the Sales Tax Capital Improvement Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDED BID #10-52 AND AUTHORIZING A CONTRACT WITH TOTAL ENVIRONMENTAL SYSTEMS, INC. IN THE AMOUNT OF \$96,900.00, PLUS A 10% PROJECT CONTINGENCY, FOR THE PURCHASE AND INSTALLATION OF ELECTRICAL GENERATORS FOR THE FAYETTEVILLE FIRE DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-52 and authorizes a contract, a copy of which is attached as Exhibit "A," with Total Environmental Systems, Inc. in the amount of \$96,900.00, plus a ten percent (10%) project contingency, for the purchase and installation of electrical generators for the Fayetteville Fire Department.

PASSED and APPROVED this 21st day of September, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville
Bid 10-52, Construction – Installation of Fire Department Generators
Contract

A. 2
Bid #10-52 (Total Environmental
Systems, Inc.) Fire Department Generators
Page 4 of 30

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and Total Environmental Systems, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Total Environmental Systems, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 10-52 as stated in Total Environmental Systems, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-52, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Total Environmental Systems, Inc. based on their bid proposal in an amount not to exceed **\$96,900.00**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after City approved and verified invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Total Environmental Systems, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-52 with the specifications and conditions typed thereon.
 - B. Total Environmental Systems, Inc. bid proposal, including bid bond.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Total Environmental Systems, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Total Environmental Systems, Inc.
5. Total Environmental Systems, Inc. shall not assign its duties under the terms of this agreement.
6. Total Environmental Systems, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Total Environmental Systems, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Total Environmental Systems, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Total Environmental Systems, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount



Comprehensive General &
Automobile Insurance

Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Total Environmental Systems, Inc.

8. Total Environmental Systems, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Total Environmental Systems, Inc. with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
12. Total Environmental Systems, Inc. shall provide the City of Fayetteville with a one hundred percent (100%) performance and payment bond within ten (10) calendar days from the date of notice of award.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

TOTAL ENVIRONMENTAL SYSTEMS, INC.
CONTRACTOR
BY David J. Thomas Pres.
NAME AND TITLE

ATTEST: COMPANY SECRETARY

2 Amherst Cv. Little Rock, AR 72205

Martha O. Thomas
BUSINESS ADDRESS

City of Fayetteville, AR

Bid 10-52, Contract: City of Fayetteville and Total Environmental Systems, Inc.

Page 2 of 2

City of Fayetteville
Bid 10-52, Construction – Installation of Fire Department Generators
Contract

A. 2
Bid #10-52 (Total Environmental
Systems, Inc.) Fire Department Generators
Page 6 of 30

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and Total Environmental Systems, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

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 - B. Total Environmental Systems, Inc. bid proposal, including bid bond.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Total Environmental Systems, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Total Environmental Systems, Inc.
5. Total Environmental Systems, Inc. shall not assign its duties under the terms of this agreement.
6. Total Environmental Systems, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Total Environmental Systems, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Total Environmental Systems, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Total Environmental Systems, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Total Environmental Systems, Inc.

8. Total Environmental Systems, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Total Environmental Systems, Inc. with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
12. Total Environmental Systems, Inc. shall provide the City of Fayetteville with a one hundred percent (100%) performance and payment bond within ten (10) calendar days from the date of notice of award.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

Total Environmental Systems, Inc.
CONTRACTOR
BY David J. Thomas, Pres.
NAME AND TITLE

ATTEST: COMPANY SECRETARY

2 Amherst Cir. Little Rock, AR 72205

Matthew D. Thomas

BUSINESS ADDRESS

City of Fayetteville, AR

Bid 10-52, Contract: City of Fayetteville and Total Environmental Systems, Inc.



BID: 10-52
DATE: 08/18/10
TIME: 3:00 PM
CITY OF FAYETTEVILLE

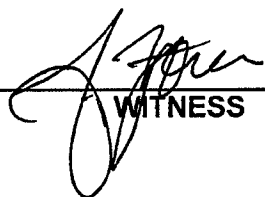
Bid 10-52, Construction - Installation of Fire Department Generators

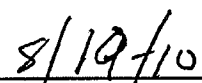
BIDDER	Deductive Alternate #1	Deductive Alternate #2	TOTAL DEDUCTIVE ALTERNATE BID	TOTAL BASE BID PRICE
1 Heckathorn Construction Company, Inc.	\$31,652.00	\$16,289.00	\$47,941.00	\$109,322.00
2 Total Environmental Systems, Inc.	\$31,133.65	\$12,751.15	\$43,884.80	\$96,900.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:


P. VICE, PURCH AGENT


WITNESS


DATE

**Construction - Installation of Fire Department Generators
 Addendum #3, Revised Bid Form**

ADDENDUM 3

BASE BID - REVISED BID FORM PER ADDENDUM #3

ITEM#	DESCRIPTION	UNIT	QTY.	TOTAL
1	Mobilization (shall not exceed 5% of Total Base Bid Price)	L.S.	1.00	2,907
2	Total lump sum for all work as specified for Fire Station #1 (including Site Preparation, Insurance, Applicable Sales Taxes, and Bonds)	L.S.	1.00	50,000
3	Total lump sum for all work as specified for Fire Station #2 (including Site Preparation, Insurance, Applicable Sales Taxes, and Bonds) - Includes Automatic Transfer Switch	L.S.	1.00	25,000
4	Total lump sum for all work as specified for Fire Station #5 (including Site Preparation, Insurance, Applicable Sales Taxes, and Bonds)	L.S.	1.00	3,000
5	Total lump sum for all work as specified for Fire Marshal Office (including Site Preparation, Insurance, Applicable Sales Taxes, and Bonds)	L.S.	1.00	15,993

TOTAL BASE BID PRICE (will be used for bid evaluation and award)

\$96,900

Bid evaluation and award will be based on
 "Total Base Bid Price".

DEDUCTIVE ALTERNATES

The price of the Bid for each alternate shall be the amount deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. Failure to provide pricing for D1 and D2 can result in bid rejection.

ITEM#	DESCRIPTION	UNIT	QTY.	TOTAL
D1	Deductive Alternate #1: Deduct price for removing generator ONLY (do not include installation costs) at Central Fire Station #1, price shall include applicable sales taxes, offloading, and Automatic Transfer Switch for this unit (City will be responsible for offloading if deducts are used) Ref: Sheet E1 NOTE: If this deductive alternate is utilized, the City will provide generator and offloading needed for this location.	L.S.	1.00	31,133 ⁶⁵
D2	Deductive Alternate #2: Deduct price for removing generator ONLY (do not include installation costs) at Fire Marshal's Office, price shall include applicable sales taxes, offloading, and Automatic Transfer Switch for this unit (City will be responsible for offloading if deducts are used), Ref: Sheet E4 NOTE: If this deductive alternate is utilized, the City will provide generator and offloading needed for this location.	L.S.	1.00	12,751 ¹⁵

TOTAL DEDUCTIVE ALTERNATE BID

\$43,884⁸⁰

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the event that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receipt.

Respectfully submitted,

Firm Name TOTAL ENVIRONMENTAL SYSTEMS, INC
 By David J. Thomas
 Address 2 Amherst Cove
 City Little Rock
 State AR 72205

** Arkansas State Contractor's License Number:

#0137700305

** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.

American Contractors Indemnity Company

BID BOND

Bond No. 08182010

KNOW ALL MEN BY THESE PRESENTS, that we, Total Environmental Systems, Inc. as Principal (hereinafter called the "Principal"), and American Contractors Indemnity Company (hereinafter called the "Surety"), are held and firmly bound unto City of Fayetteville, Fayetteville, Arkansas as Oblige, (hereinafter called the "Obligee"), in the sum of 5% Maximum Amount Bid of the amount of the bid described below but not to exceed Five Percent of Maximum Amount Bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has submitted a bid to Oblige : Install Three (3) Generators for Fayetteville Fire Department, Fayetteville, AR

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid or, in the event of the failure of the Principal to enter into such a contract, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and the next low bid received by the Oblige for the work covered by Principal's bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Oblige prior to execution of the final contract shall furnish evidence in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 16th day of August, 2010

Total Environmental Systems, Inc.

By
Title

Principal

Donald J. Promassori
President

American Contractors Indemnity Company

By

Gail A. Barraza, Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company of the State of California, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, A Texas corporation (collectively, the "Companies"), do by these presents make, constituted and appoint:

Mason T. Grashot, Gail A. Barraza or Ami L. Ashmore of Little Rock, Arkansas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

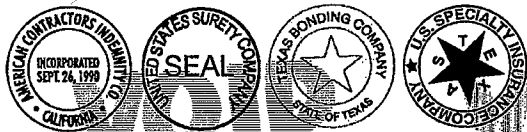
Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2009.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



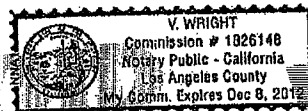
By: [Signature]
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature [Signature] (Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of August 2010.

Corporate Seals



Bond No. 08182010
Agency No. 0217

[Signature]
Jeannie J. Kim, Assistant Secretary



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

A. 2
Bid #10-52 (Total Environmental
Systems, Inc.) Fire Department Generators
Page 12 of 30

Bid 10-52, Addendum 1

Bid 10-52, Construction – Installation of Fire Department Generators

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Monday, August 2, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

- 1.) The deadline for this Bid is Wednesday, August 18, 2010 at 3:00 PM, Central Standard Time.**

Acknowledge Addendum #1:

Printed Name: DAVID THOMAS

Signature: David J. Thomas

Title: Pres Date: 8-2-2010

Company: TOTAL ENVIRONMENTAL



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

Bid 10-52, Addendum 2

Bid 10-52, Construction – Installation of Fire Department Generators

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Tuesday, August 10, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

A.) The following addendum and any attached drawings, schedules, details and/or specifications shall become a part of the contract documents dated July 23, 2010 and titled, "Installation of Fire Department Generators", "Bid 10-52".

B.) ****MODIFICATION OF BID FORM: This addendum includes the modification of the BID FORM. All bidders shall use the attached revised bid form that is attached to this addendum.** All applicable sales taxes shall be included in this bid. All deductive alternates shall include sales taxes.

C.) Bids will be evaluated and awarded based on the Total Base Bid.

D.) DRAWINGS

1. ELECTRICAL

1.1. REFER TO SHEET E1, FIRE MARSHAL ELECTRICAL PLAN:

1.1.1. Keyed Electrical Note 1 shall be revised to read, "New emergency generator provided and installed by electrical contractor." The remaining note shall remain as is.

1.2. REFER TO SHEET E2, FIRE STATION #2 ELECTRICAL PLAN:

1.2.1. The automatic transfer switch (ATS) shall be new. The existing ATS from Fire Station #1 will not be relocated. Provide a new service rated ATS in a NEMA 3R enclosure on the exterior wall of the fire station to serve the relocated 20 KW generator. Revise the existing electrical service into fire station #2 as follows. Relocate the electrical meter to the east toward the corner of the building. Revise the overhead service to accommodate the relocated meter. Locate the new ATS over the existing conduit through the exterior wall to panel A on the interior of the station. Alternatives to this routing will be considered to accommodate the generator clearance requirements and existing conduit configuration at this station.

1.2.2. Detail D shall be revised to note the ATS as, "Provided and installed by electrical contractor."

- 1.2.3. The ATS provided for station #2 shall be included in the base bid only. There will be no deductive alternate for this ATS.

1.3. REFER TO SHEET E4, FIRE MARSHAL ELECTRICAL PLAN:

- 1.3.1. Keyed Electrical Note 1 shall be revised to read, "New emergency generator provided and installed by electrical contractor." The remaining note shall remain as is.
1.3.2. Change the model number in Keyed Electrical Note 1 from Generac QT025 to model QTA025.

E.) SPECIFICATIONS

1. ELECTRICAL

1.1. REFER TO SPECIFICATION SECTION, "GENERATOR #1-FIRE STATION #1"

- 2.1.1 Cummins and Kohler shall be approved manufacturers for bidding.

1.2. REFER TO SPECIFICATION SECTION, "GENERATOR #2 – FIRE MARSHAL"

- 2.2.1 Cummins and Kohler shall be approved manufacturers for bidding.

- 2.2.2 Change Part 2, Paragraph 2.01B to read, "The prime mover shall be a liquid cooled gaseous-fueled naturally aspirated engine. It will have a 4-cylinder block with a minimum displacement of 2.4 liters with a minimum rating of 40hp. This system shall be rated for a minimum output of 25kW."

1.3. REFER TO ATTACHED SPECIFICATION SECTION, "AUTOMATIC TRANSFER SWITCHES"

- 2.3.1 The attached specification section shall be included as part of the bid package contract documents.

2.4 REFER to all offloading and storage items:

- 2.4.1 The City of Fayetteville will provide storage for all generators.

- 2.4.2 The City of Fayetteville will be responsible for all offloading IN the event that the City purchases the Generators directly. However, if the purchase of the generators is included with this project, the contractor shall be responsible for all offloading. Generators can be shipped to their respective installation site as there is storage available at each.

- 2.4.2.1 Deductive alternates shall include the removal of generator and offloading.

- 2.4.3 Contractor shall coordinate delivery of generators with Scott Jones, Fayetteville Fire Department Captain, who will be the signing agent for the City for receiving the generators. Scott Jones - Office: 479.575.8365, E-Mail: sjones@ci.fayetteville.ar.us.

END OF ADDENDUM

Construction - Installation of Fire Department Generators Addendum #2, Revised Bid Form

BASE BID - REVISED BID FORM PER ADDEDNUM #2

ITEM#	DESCRIPTION	UNIT	QTY.	TOTAL
1	Mobilization (shall not exceed 5% of Total Base Bid Price)	L.S.	1.00	
2	Total lump sum for all work as specified for Fire Station #1 (including Site Preparation, Insurance, Applicable Sales Taxes, and Bonds)	L.S.	1.00	
3	Total lump sum for all work as specified for Fire Station #2 (including Site Preparation, Insurance, Applicable Sales Taxes, and Bonds)	L.S.	1.00	
4	Total lump sum for all work as specified for Fire Station #5 (including Site Preparation, Insurance, Applicable Sales Taxes, and Bonds)	L.S.	1.00	
5	Total lump sum for all work as specified for Fire Marshal Office (including Site Preparation, Insurance, Applicable Sales Taxes, and Bonds)	L.S.	1.00	

TOTAL BASE BID PRICE (will be used for bid evaluation and award)

\$ N/A

Bid evaluation and award will be based on
 "Total Base Bid Price".

DEDUCTIVE ALTERNATES

The price of the Bid for each alternate shall be the amount deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. Failure to provide pricing for D1 and D2 can result in bid rejection.

ITEM#	DESCRIPTION	UNIT	QTY.	TOTAL
D1	Deductive Alternate #1: Deduct price for removing generator ONLY (do not include installation costs) at Central Fire Station #1, price shall include applicable sales taxes and offloading (City will be responsible for offloading if deducts are used) Ref: Sheet E1 NOTE: If this deductive alternate is utilized, the City will provide generator and offloading needed for this location.	L.S.	1.00	
D2	Deductive Alternate #2: Deduct price for removing generator ONLY (do not include installation costs) at Fire Marshal's Office, price shall include applicable sales taxes and offloading (City will be responsible for offloading if deducts are used), Ref: Sheet E4 NOTE: If this deductive alternate is utilized, the City will provide generator and offloading needed for this location.	L.S.	1.00	

TOTAL DEDUCTIVE ALTERNATE BID

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the event that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receipt.

Respectfully submitted,

Firm Name TOTAL ENVIRONMENTAL SYSTEMS, INC.
 By David J. Thomason, Pres.
 Address 2 Amherst Cove
 City Little Rock, AR 72205
 State AR

** Arkansas State Contractor's License Number:

0137700305

** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.

City of Fayetteville
Bid 10-52, Addendum 2
Section 16415 – Transfer Switches

SECTION 16415 - TRANSFER SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes automatic transfer switches rated 600 V and less.

1.2 SUBMITTALS

- A. Product Data: Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
- C. Operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NEMA ICS 1.
- C. Comply with NFPA 70.
- D. Comply with NFPA 110.
- E. Comply with UL 1008 unless requirements of these Specifications are stricter.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Generac Power Systems, Inc.
 - b. Submit alternate manufacturers for approval minimum 5 business days prior to bid date.

- C. The ATS shall be furnished by the manufacturer of the engine-generator set as to maintain system compatibility and local service responsibility. The manufacturer shall furnish schematic and wiring diagrams for the ATS and a typical wiring diagram for the entire system.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
 - 1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 1. Switch Action: Double throw; mechanically held in both directions.
 - 2. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- G. Neutral Terminal: Solid and fully rated, unless otherwise indicated.
- H. Battery Charger: For generator starting batteries.
 - 1. Float type rated 10 A.
 - 2. Fused ac inputs and dc outputs.
- I. Enclosures: General-purpose NEMA 250, Type [1 - INDOOR] [3R - OUTDOOR], complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.
- B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.

C. Automatic Transfer-Switch Features:

1. **Undervoltage Sensing for Each Phase of Normal Source:** Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
2. **Adjustable Time Delay:** For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
3. **Voltage/Frequency Lockout Relay:** Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
4. **Time Delay for Retransfer to Normal Source:** Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. **Test Switch:** Simulate normal-source failure.
6. **Switch-Position Pilot Lights:** Indicate source to which load is connected.
7. **Source-Available Indicating Lights:** Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
 - a. **Normal Power Supervision:** Green or white light with nameplate engraved "Normal Source Available" or "Utility Source Available".
 - b. **Emergency Power Supervision:** Red light with nameplate engraved "Emergency Source Available."
8. **Unassigned Auxiliary Contacts:** Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
9. **Transfer Override Switch:** Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
10. **Engine Starting Contacts:** One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
11. **Engine Shutdown Contacts:** Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
12. **Engine-Generator Exerciser:** Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
 - a. **Exerciser Transfer Selector Switch:** Permits selection of exercise with and without load transfer.
 - b. **Push-button programming control** with digital display of settings.
 - c. **Integral battery operation** of time switch when normal control power is not available.

2.4 SOURCE QUALITY CONTROL

- A. **Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.**

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Identify components according to Division 16 Section "Electrical Identification."
- B. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Ground equipment according to Division 16 Section "Grounding and Bonding."
- B. Connect wiring according to Division 16 Section "Conductors and Cables."

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
 - 1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
 - a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.
 - 4. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
 - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
 - c. Verify time-delay settings.
 - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
 - e. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
- B. Coordinate tests with tests of generator and run them concurrently.
- C. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.

- D. Remove and replace malfunctioning units and retest as specified above.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below.
- B. Coordinate this training with that for generator equipment.

END OF SECTION 16415

Acknowledge Addendum #2:

Printed Name: DAVID THOMASSON

Signature: David J. Thomason

Title: President Date: 8-16-2010

Company: TOTAL ENVIRONMENTAL SYSTEMS, INC.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

Bid 10-52, Addendum 3

Bid 10-52, Construction – Installation of Fire Department Generators

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Friday, August 13, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

A.) The following addendum and any attached drawings, schedules, details and/or specifications shall become a part of the contract documents dated July 23, 2010 and titled, "Installation of Fire Department Generators", "Bid 10-52".

B.) ****MODIFICATION OF BID FORM: This addendum includes the SECOND modification of the BID FORM. All bidders shall use the attached revised bid form that is attached to this addendum.** All applicable sales taxes shall be included in this bid. All deductive alternates shall include sales taxes.

C.) CLARIFICATION FOR BID FORM:

- The "Total Base Bid" shall include two generators and three automatic transfer switches. Each deductive alternate shall include its respective automatic transfer switch. The automatic transfer switch for the existing City owned generator shall remain as part of this project.

D.) DRAWINGS

1. ELECTRICAL

1.1. REFER TO SHEET E1, FIRE STATION #1 ELECTRICAL PLAN:

1.1.1. The Automatic Transfer Switch (ATS) for this new generator shall be "service entrance rated". This ATS shall be a 3-pole ATS rated for 400 amps continuous operation. Short circuit withstand and closing rating shall be 35,000 amps RMS.

1.2. REFER TO SHEET E2, FIRE STATION #2 ELECTRICAL PLAN:

1.2.1. The automatic transfer switch specified in addendum 2 shall be "service entrance rated". This ATS shall be a 2-pole ATS rated for 100 amps continuous operation. Short circuit withstand and closing rating shall be 25,000 amps RMS. The relocated generator is a Generac model 346 308 0200.

1.3. REFER TO SHEET E4, FIRE MARSHAL ELECTRICAL PLAN:

- 1.3.1. The Automatic Transfer Switch (ATS) for this new generator shall be "service entrance rated". This ATS shall be a 2-pole ATS rated for 150 amps continuous operation. Short circuit withstand and closing rating shall be 25,000 amps RMS.

E.) SPECIFICATIONS

2. ELECTRICAL

2.1. REFER TO SPECIFICATION SECTION, "GENERATOR #1-FIRE STATION #1"

2.1.1 Baldor shall be an approved manufacturer for bidding.

2.1.2 The operating voltage of this generator shall be 120/240 volt, 3 phase.

2.2. REFER TO SPECIFICATION SECTION, "GENERATOR #2 - FIRE MARSHAL"

2.2.1 Baldor shall be an approved manufacturer for bidding.

2.2.2 The operating voltage of this generator shall be 120/240 volt, single phase.

END OF ADDENDUM

Acknowledge Addendum #3:

Printed Name: DAVID THOMASSON

Signature: *David Thomason*

Title: *President* Date: *8-11-2010*

Company: *TOTAL ENVIRONMENTAL SYSTEMS*



Project Check List

Bid 10-52, Construction – Installation of Fire Department Generators

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- ☒ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- ☒ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- ☒ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- ☒ All bidders shall submit a "Statement of Disclosure" on such form provided with the bid documents.
- ☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- ☒ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: TOTAL ENVIRONMENTAL SYSTEMS, INC

ARKANSAS CONTRACTORS LICENSE NUMBER: 0137700305

City of Fayetteville
Bid 10-52, Construction – Installation of Fire Department Generators
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

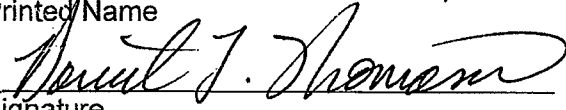
☒ 1.) NO KNOWN RELATIONSHIP EXISTS

☐ 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

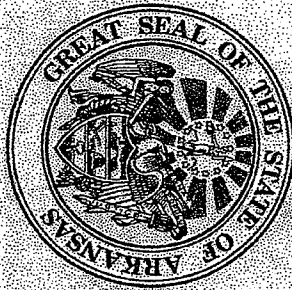
DAVID L. THOMASSON, Pres
Printed Name


Signature

8/17/2010
Date

ARKANSAS ECONOMIC DEVELOPMENT COMMISSION

Small and Minority Business Division



Total Environmental Systems, Inc.



Has completed the certification process of Act 1222 of 2009, is

hereby certified as an MBE (Minority Business Enterprise) with the State of Arkansas.



Maria Luisa M. Haley, Executive Director
Arkansas Economic Development Commission

File Number 117710



Patricia Nunn Brown, Division Director
Small and Minority Business

Expiration Date 07/2011

Project Request Form

Request for Additional Subprojects

Project Number : 07003
Project Title : Fire Impact Fee Improvements

Sub Project Request:

Sub Project Number : 1001
Sub Project Title : Generator Upgrades & Installation
Sub Project Status : Pending
Sub Project Manager : D300
Grant (Y/N) : No

GL Accounts Assigned: 2300.9300.5801.04 Fixed Assets - Fire Impact

Sub Project Request:

Sub Project Number :
Sub Project Title :
Sub Project Status :
Sub Project Manager :
Grant (Y/N) :

GL Accounts Assigned:

Sub Project Request:

Sub Project Number :
Sub Project Title :
Sub Project Status :
Sub Project Manager :
Grant (Y/N) :

GL Accounts Assigned:

Is this item going to Council? No Is a budget adjustment needed? Yes
If yes, please specify date:

Ginny Gundlach

Requested By

Entered By

City Of Fayetteville

Vendor #:		Vendor Name:		Total Environmental Systems, Inc.		Requisition No.:		Date:	
Address:		Fob Point:		Ship to code:		P.O Number:		Expected Delivery Date:	
City:		State:		Zip Code:		Mail Yes: ☒ No: ☐		ASAP	
Requester:		Requester's Employee #:		2283		Taxable Yes: ☒ No: ☐		Quotes Attached Yes: ☐ No: ☒	
Ginny Gundlach		2283		120		Division Head Approval:			
Extension:		489		Inventory #		Fixed Asset #			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #		
1	FFD Generator Construction & Installation Services	1	LOT	\$50,000.00	\$50,000.00	4470.9470.5801.00	10019 / 1		
2	FFD Generator Construction & Installation Services	1	LOT	\$46,900.00	\$46,900.00	2300.9300.5801.04	07003 / 1001		
3									
4	Per Bid 10-52, Res. 10-XX, Contract #XXXX								
5									
6									
7									
8									
9									
10									
Special Instructions:									
Subtotal:						\$96,900.00			
Tax:						\$8,963.25			
Total:						\$105,863.25			

A. 2
 Bid #10-52 (Total Environmental Systems, Inc.) Fire Department Generators
 Page 27 of 30

Approvals:

Mayor: _____

Finance & Internal Services Director: _____

Dispatch Manager: _____

Dickie Davis

Department Director: _____

Budget Manager: _____

Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____

City of Fayetteville
Bid 10-52, Construction -- Installation of Fire Department Generators
Contract

This contract executed this 20TH day of AUGUST, 2010, between the City of Fayetteville, Arkansas, and Total Environmental Systems, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Total Environmental Systems, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 10-52 as stated in Total Environmental Systems, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-52, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Total Environmental Systems, Inc. based on their bid proposal in an amount not to exceed \$96,000.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after City approved and verified invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Total Environmental Systems, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-52 with the specifications and conditions typed thereon.
 - B. Total Environmental Systems, Inc. bid proposal, including bid bond.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Total Environmental Systems, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Total Environmental Systems, Inc.
5. Total Environmental Systems, Inc. shall not assign its duties under the terms of this agreement.
6. Total Environmental Systems, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville against any and all claims for property damage, personal injury or death, arising from Total Environmental Systems, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Total Environmental Systems, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work subcontracted, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Total Environmental Systems, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of each of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury / Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Total Environmental Systems, Inc.

8. Total Environmental Systems, Inc. to furnish proof of licensure as required by all local and state agencies
9. This contract may be terminated by the City of Fayetteville or Total Environmental Systems, Inc. with 10 days written notice.
10. Freedom of Information Act City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
12. Total Environmental Systems, Inc. shall provide the City of Fayetteville with a one hundred percent (100%) performance and payment bond within ten (10) calendar days from the date of notice of award.

WITNESS OUR HANDS THIS 20TH DAY OF AUGUST, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

TOTAL ENVIRONMENTAL SYSTEMS, INC.
CONTRACTOR
BY David L. Thomas President
NAME AND TITLE

ATTEST: COMPANY SECRETARY

Martha Thomas

2 Amherst Cove, Little Rock, AR
BUSINESS ADDRESS 7205

City of Fayetteville, AR

Bid 10-52, Contract: City of Fayetteville and Total Environmental Systems, Inc.

Page 2 of 2

City Council Agenda Items
and
Contracts, Leases or Agreements

10/5/2010

City Council Meeting Date
Agenda Items Only

Peggy Vice

Submitted By

Purchasing

Division

Finance & Internal Services

Department

Action Required:

Award of RFP 10-04 for Insurance Broker of Record Services and approval of a contract with Regions Insurance Inc. in the amount of \$14,000 with (4) four one year options that automatically renew each year if all terms and conditions remain the same.

\$14,000

Cost of this request

\$

14,000.00

Category / Project Budget

Professional Services

Program Category / Project Name

1010.1610.5314.00

Account Number

\$

14,000.00

Funds Used to Date

Purchasing

Program / Project Category Name

N/A

Project Number

\$

-

Remaining Balance

General

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

Date

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office

09-14-10 P02:16 RCVD

Kim G.

Chief of Staff

Date

Received in
Mayor's OfficeENTERED
9/14/10
JH

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Paul Becker, Finance & Internal Services Director

From: Peggy Vice, Purchasing Manger *P. Vice*

Date: September 13, 2010

Subj: **Insurance Broker of Record Services Contract**

Recommendation

Staff recommends award of RFP 10-04 for Insurance Broker of Record Services and approval of a contract for \$14,000 for insurance brokerage services to Regions Insurance Inc.

Background

In 1995, a committee was assigned to evaluate the best approach to handling the City's insurance and risk exposure. The committee determined it would be best to hire a broker/consultant to analyze the City's needs and negotiate and place coverage to the best advantage of the City. The broker/consultant is paid a flat service fee and any commissions on policy premiums are credited to offset the fee or reduce rates to the City of Fayetteville.

Discussion

Proposals were received from six (6) respondents. The selection committee selected Regions Insurance Inc. Regions Insurance Inc. has been the City's provider for these services for the past two five year terms. It initially started out as Rebsamen Insurance and was purchased by Regions Insurance Inc.

They have been an excellent service provider. They worked hand in hand with Accounting and Purchasing Divisions to handle the losses from the ice storm. They assisted the City in putting together the information required by FEMA to get reimbursed for the losses not covered by the City's insurance.

RESOLUTION NO. _____

A RESOLUTION APPROVING RFP #10-04 AND AUTHORIZING A CONTRACT WITH REGIONS INSURANCE INC. IN THE AMOUNT OF \$14,000.00 WITH FOUR ONE YEAR AUTOMATIC RENEWAL OPTIONS FOR THE PROVISION OF INSURANCE BROKERAGE SERVICES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves RFP #10-04 and authorizes a contract, a copy of which is attached as Exhibit "A," with Regions Insurance Inc. in the amount of \$14,000.00 with four one year automatic renewal options for the provision of insurance brokerage services.

PASSED and APPROVED this 5th day of October, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and Regions Insurance Inc. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for INSURANCE BROKERAGE & CONSULTATION SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 10-04 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to Regions Insurance Inc; and

WHEREAS, Regions Insurance Inc. has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed:** Regions Insurance Inc. hereby agrees to provide the City with INSURANCE BROKERAGE SERVICES, as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement. Regions Insurance Inc. shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:

- a. Develop a complete understanding of the City's areas of exposure and consult with City representatives about short and long term solutions.
- b. Evaluate existing insurance contracts, self retained risk and claims history and make recommendations concerning any changes, modifications, and/or additions in the terms, conditions and coverage limits needed to yield a comprehensive risk management program to protect the interests of the City.
- c. Identify programs, products and insurers capable of meeting the City's insurance needs and prepare specifications for markets capable of quoting for upcoming renewals.
- d. Approach appropriate markets on behalf of the City to obtain pricing with respect of the program adopted by the City. Competitive quotes from well rated insurance carriers will be obtained for each type of risk.



e. Present for City consideration, in an understandable format, an evaluation of the results of each solicitation, with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk.

f. Negotiate on the City's behalf the details of insurance contracts with selected carriers and audit resulting policies for accuracy of coverage, terms and conditions, and compliance with financial arrangements and administrative procedures acceptable to the City.

g. Provide evaluation, basic training and education relative to loss control, safety, claims management, and related topics in the area of risk management.

h. Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Broker/Consultant.

i. Provide claims processing support with insurance carriers for all policies, and produce quarterly written reports with loss runs. Address areas of concern, including the need for training and other preventive measures.

j. Annually, approximately first week in May, Broker/Consultant will prepare a stewardship report which will include a complete list of insurance in force, an evaluation of the overall insurance program, including recommendations for change and a forecast of market conditions and estimated premium for future budgeting purposes. Regions Insurance Inc. assumes no liability in the event of inaccurate forecasts and premium estimates. At the time of the presentation of the stewardship report City personnel and Broker/Consultant will discuss any changes which are appropriate in services to be performed for the succeeding year.

2. **Time of Service:** Services shall be performed in a timely manner, as specified in the RFP.

3. **Compensation:** Compensation for the scope of services outlined in the contract will be as follows:

a. Amount not to exceed \$14,000.00 per year. Payments will be made within 30 days of receipt of invoice.

b. In the event that operations change substantially by either the addition or deletion of other operations or entities or a substantial change in the scope and nature of the City's insurance program, the City will negotiate in good faith to revise compensation upward or downward as appropriate.

c. Regions Insurance Inc. will disclose commissions received and will credit such commissions against compensation hereunder. If commissions exceed agreed-upon compensation hereunder, excess commissions will be returned to the City if permitted by law. Otherwise, excess commissions will be carried forward and applied against compensation for subsequent years of this agreement.

4. **Insurance:** Regions Insurance Inc. shall provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, Automobile Liability, and Errors and Omissions Liability. Such policies shall be issued by companies authorized to do

business in the State of Arkansas. Evidence of such coverage is to be submitted with contract approval. Minimum amount for Commercial General Liability and Errors and Omissions Liability is \$1,000,000 aggregate.

5. **Term of Agreement:** Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of ONE (1) year, unless canceled or terminated within thirty (30) days written notice by either party. This contract may be automatically renewed for FOUR (4) additional one (1) year terms after the initial contract period. This option shall be exercised only if all discounts, prices, terms and conditions remain the same, and approval is granted by the Mayor or if contract exceeds \$20,000 approved by Fayetteville City Council. In the event of termination, claims for compensation owed by the City shall be limited to verifiable services rendered

6. **Amendment of Contract:** This Contract may be amended only by mutual agreement of the parties.

7. **Legal Compliance:** Regions Insurance Inc. is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.

8. **Approval of Agent:** The City reserves the right to require Regions Insurance Inc. to replace the assigned agent with another agent of the same company if, in the opinion of the City staff, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.

9. **Auditable Records:** Regions Insurance Inc. shall maintain such accounts and records in connection with its performance of services for the City as may reasonably be required by the City. Regions Insurance Inc. shall, at any reasonable time during the term and for a period of one year following the completion of work under the contract, afford the City's agents and auditors reasonable facilities and access for examination and audit of its records pertaining to its performance and shall, upon request by the City, produce and exhibit all such records.

10. **Assignment and Subcontracting:** Regions Insurance Inc. shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, Regions Insurance Inc. shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

11. **Cancellation:** The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days notice to Regions Insurance Inc. of the intent to cancel, or with cause if at any time Regions Insurance Inc. fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Regions Insurance Inc. to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify Regions Insurance Inc. of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

12. **Compensation:** As compensation for Regions Insurance Inc. providing services to the City as described herein, the City shall pay Regions Insurance Inc. in arrears, based on the submission of invoices for work completed and properly authorized.

13. **Permits & Licenses:** Regions Insurance Inc. shall secure and maintain any and all permits and licenses required to complete this contract.

14. **Minimum Insurance Requirements:** Regions Insurance Inc. shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. Regions Insurance Inc. must provide a Certificate of Insurance in accordance with the insurance requirements listed within the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this contract. Regions Insurance Inc. shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as Regions Insurance Inc.

15. **Indemnification:** Regions Insurance Inc. shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Regions Insurance Inc.; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of Regions Insurance Inc.; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by Regions Insurance Inc. represents specific consideration for this indemnification obligation.

Furthermore, Regions Insurance Inc., in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the Regions Insurance Inc. acts or omissions to third parties, and Regions Insurance Inc. shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Regions Insurance Inc. breach of the terms or provisions of contract, or by any negligent act or omission of Regions Insurance Inc., its officers, agents, employees, or invitee, in the performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both Regions Insurance Inc. and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law. This paragraph is solely for the benefit of Regions Insurance Inc. and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

16. **Governing Law & Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

17. **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

18. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

19. **Freedom of Information Act:** Documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Regions Insurance Inc. will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

20. **Documents Comprising Contract:** The contract shall include this Agreement for INSURANCE BROKERAGE SERVICES, as well as the following documents, which are incorporated herein by reference.

- a. City of Fayetteville's Request for Proposal 10-04 and all of its addenda and attachments.
- b. Regions Insurance Inc. Certificate of Insurance as required, listing the City as an additional insured;
- c. Regions Insurance Inc. Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

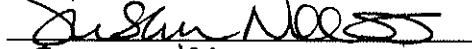
Sondra Smith, City Clerk



REGIONS INSURANCE INC.

BY Eric Herget, Sr. Vice President
NAME AND TITLE

ATTEST: COMPANY SECRETARY


Susan NOLES

1465 E. Joyce Blvd, Ste 205
BUSINESS ADDRESS
Fayetteville, AR 72703



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

REQUEST FOR PROPOSAL: RFP 10-04, Insurance Brokerage & Consultation Services
DEADLINE: Friday, August 06, 2010 at 2:00 PM, Central Standard Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: Wednesday, July 14, 2010

REQUEST FOR PROPOSAL
RFP 10-04, INSURANCE BROKERAGE & CONSULTATION SERVICES

No late proposals will be accepted. RFP's shall be submitted in sealed envelopes labeled "RFP 10-04, Insurance Brokerage & Consultation Services" with the name and address of the bidder.

All Proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

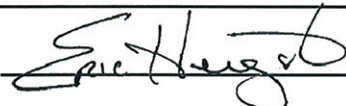
Name of Firm: Regions Insurance, Inc.

Contact Person: Eric Herget Title: Senior Vice President

E-Mail: eric.herget@regionsinsurance.com Phone: 501-519-0955

Business Address: 1465 E. Joyce Blvd., Suite 205

City: Fayetteville State: AR Zip: 72703

Signature:  Date: 8/2/10

City of Fayetteville
RFP 10-04, Insurance Brokerage & Consultation Services
SECTION D: Statement of Disclosure – To Be Submitted With ALL Proposals

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

 X 1) NO KNOWN RELATIONSHIP EXISTS

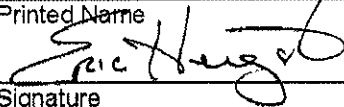
 2) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Eric Herget

Printed Name



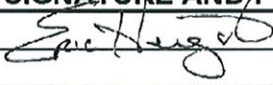
Signature

8/2/10

Date

City of Fayetteville
RFP 10-04, Insurance Brokerage & Consultation Services
SECTION F: Addendum Acknowledgement Form

Please acknowledge receipt of addenda for this invitation to bid or request for proposal by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE RECEIVED
1	 Eric Herget	7/21/2010

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in the section above. Failure to do so may result in being considered non-responsive.

Information regarding addenda issued is available on the City of Fayetteville website under the Purchasing Division at www.accessfayetteville.org by selection "Bid's, RFP's, and RFQ's" under the "Business" heading.



APPENDIX

A – EXECUTIVE SUMMARY

B – PROPOSAL

PART I – BUSINESS ORGANIZATION

PART II – CONCEPT AND SOLUTION

PART III – PROGRAM

PART IV – ACCOUNT TEAM PROPOSAL

PART V – CORPORATE EXPERIENCE

PART VI – AUTHORIZED NEGOTIATOR

PART VII – COST PROPOSAL

PART VIII – PROOF OF INSURANCE



EXECUTIVE SUMMARY

Regions Insurance and the City of Fayetteville have been partners for over 10 years. We have insured recycled rubber elephants, walking trails next to railroad tracks, consulted on complex claims, and assisted in getting you preferred legal counsel on claims and suits. Hopefully, you are satisfied with our work product. We certainly enjoy our relationship with the City of Fayetteville.

Providing risk management services to towns, cities, states, colleges, and quasi-governmental entities is a specialty in itself. Your broker needs to know how tax revenue, budgets, local politics and city council interaction fits into the overall strategy. Those city employees charged with this function need the full support and attention of the broker/risk consultant. Cities and towns are asking so much more out of each and every employee and now more than ever you rely on your broker partner.

At Regions Insurance, we work together, and we believe that we have put together an ideal team for you. You can reach out to anyone on this team at anytime. We feel our response time is spot on and challenge our competitors to provide better service to you. Your team consists of attorneys, claims and loss control specialists, and marketing advisors.

The City has utilized the services of our contract/claims advocacy lawyers in the past in several functions. They have assisted with contract reviews and claim advocacy. No other agent/broker in Arkansas offers these services.

Claims do happen. Insurers know this. You pay your premium and you expect claims to be settled and paid as quickly as possible. Our claims department works with your client service team to keep you informed, ask for your input, relay your input to adjustors and seek the outcome that is best for the City. This is one of the most important functions we perform for you.

Our loss control specialists can assist you in identifying and eliminating risks that could cause potential claims, which is important to you because if there is a loss, you have to find out how to pay for the deductible and possibly an increase in premium down the road. Our strategy is to keep the loss from happening in the first place.

Our marketing department has worked with your Regions Insurance service team to provide the proper coverage at the lowest premium possible. We have successfully negotiated to keep your deductible low without the premium increasing. We have been able to accomplish these things due to our strong relationships with the insurance marketplace and your underwriters. We have over \$1billionUSD in premiums placed for all of our customers.

Regions Insurance has a professional services department. Public officials and law enforcement errors and omissions policies are a specialty placement. Knowing the latest coverage enhancement and exclusions to avoid is critical. This department also consists of an attorney, who can assist with these specialty placements and claims should they arise. Your city attorney will likely demand this expertise from your broker partner.

Broker compensation is also important. We are paid via a fee, which has remained constant for several years. We feel that it is always best to operate under a fee arrangement, because it removes any conflict of interest. If your account were on commission, the broker compensation would be much higher.

In summary, Regions Insurance appreciates your business. We hope to continue our long standing relationship with the City of Fayetteville.

Part I – BUSINESS ORGANIZATION

Regions Insurance, Inc. is a holding company formed in 2004 to be the parent structure for all of the insurance operations and agencies of Regions Financial Corp. Our corporate vision is to be a regional partnership of insurance professionals that are acknowledged as the best in our industry by our key constituencies; which are our employees, clients, underwriters, communities and shareholders.

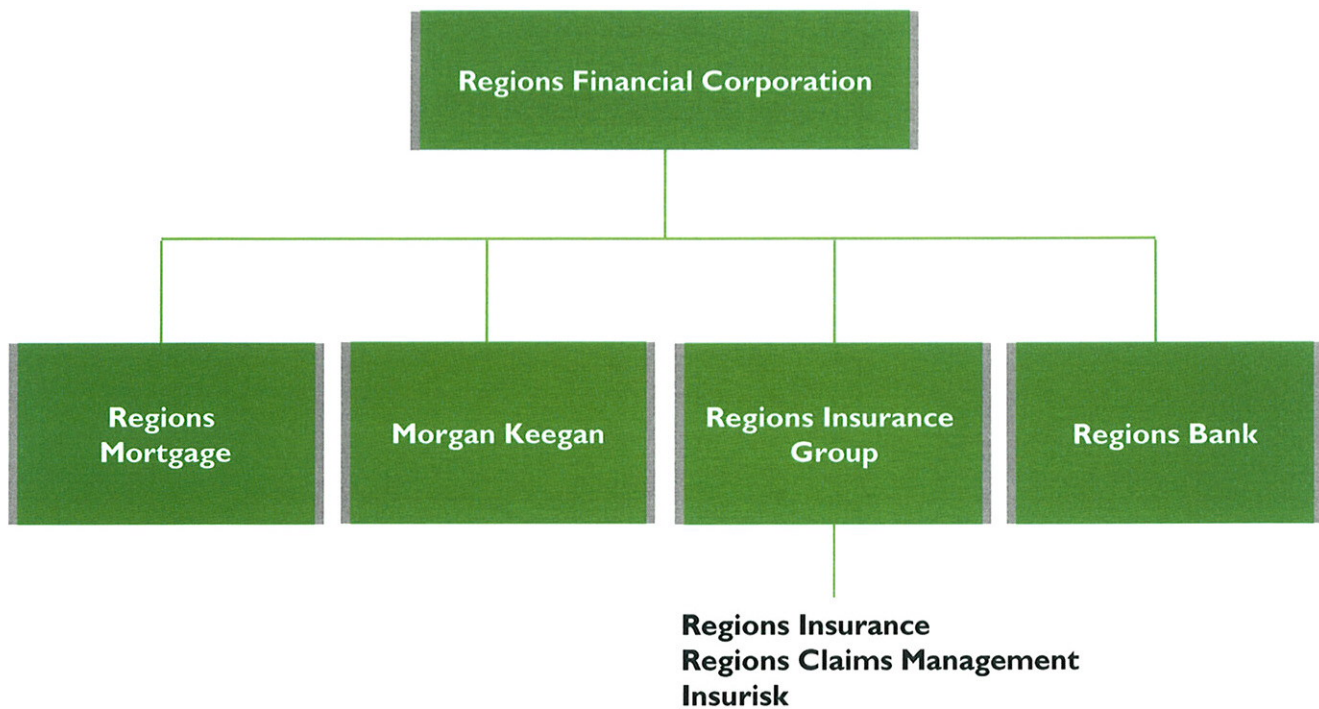
Our business model is defined by local office leadership, decentralized sales, broking and client service functions and a centralized corporate back office for administrative and financial support. Based on revenue size, we are one of the top 20 insurance brokers in the United States and one of the top 5 bank affiliated insurance agencies.

The Confidence of Business Security. Regions Insurance, Inc. is your single source for a wide range of business insurance services and products. We have the capability to provide property and casualty insurance, risk management services, employee benefits insurance and consulting services for any size business. Enjoy the confidence of having our extensive experience and resources supporting your business each day.

BACKGROUND

- 2009 Revenues of \$112 Million
- Over \$1 Billion Written Premium – 2009
- Ranked 20th U.S. Insurance Broker & 4th Bank Affiliated Agencies
- 80 Years of Insurance Brokerage Experience with Rebsamen Legacy
- 645 Employees
- 32 Offices in 8 States
- Regions Financial - 8th Largest Financial Institution with over \$143 Billion in Assets
- Regions Insurance, 1465 E. Joyce Blvd., Suite 205, Fayetteville, AR 72703

**REGIONS FINANCIAL CORPORATION AND
ITS OPERATING SUBSIDIARIES**





Part II – CONCEPT AND SOLUTION

Regions Insurance Offers Total Cost of Risk Program Management

- Knowledge of financial programs and insurance products
- Local service team with specialized support
- Access to global markets
- Personal service tailored to your needs
- Mutually agreed written service standards
- Scheduled meetings to measure results
- Pro-active development and implementation of strategic risk management plan
- Client advocacy on claims and insurance carrier recommendations
- Service of the City of Fayetteville account with respect and integrity



- **Market and place insurance coverages specifically for the City of Fayetteville**
Regions Insurance is a licensed insurance agent. We have contracts with many mainline admitted insurance companies. We also employ licensed brokers and surplus lines brokers who are permitted to place business with markets controlled by the various insurance departments as to form or rate. We have correspondent relations at Lloyd's and in Bermuda that give us access to this capacity.
- **How we market YOUR insurance program**
Regions Insurance works on a collaborative consulting method of risk placement. Our primary goal is to remain familiar with the City's current program, exposures and risk management philosophy. We will continue to do in-depth analysis of the exposures and the market while considering the City's expectations for the placement. A complete submission outlining the expected terms and coverage requirements providing detailed loss and exposure information will be prepared with your assistance. Underwriters will be contacted in a timely manner to facilitate the placement. A proposal will be returned to the City of Fayetteville outlining all results with an analysis of the various quotes or alternatives offered. This will be done for all lines of coverage.
- **Monitor published financial information of the City's insurers**
Regions Insurance monitors the financial strength of all its markets. Regions Insurance has set a minimum financial standard of AM Best A- VII for general insurance placements. Regions Insurance will look to develop specific standards for the City's placements.
- **Review and maintain copies of all the City's policies, etc.**
Regions Insurance reviews all policy documents for accuracy. The service team will review all policies, binders, endorsements and supporting information before delivery. A note will be made of any discrepancies and corrections ordered before delivery to the City.
- **Provide assistance in evaluating current property values**
Regions Insurance has loss control consultants that have expertise in providing insurance to value estimates for a wide range of industrial and commercial properties. The loss control consultant can provide both property surveys and replacement cost evaluation reports.
- **Conduct strategic planning sessions, etc.**
Regions Insurance staff has facilitated strategic planning sessions, lead enterprise risk evaluation analysis, developed criteria to evaluate programs and developed practices meant to identify the new challenges that arise for a publicly traded corporation. One tool used to help developing goal and strategies is Benchmarking. Regions Insurance has access to the Advisen benchmarking data base.
- **Review insurance company recommendations for feasibility**
Regions Insurance loss control consultants have many years experience in working with our clients and the insurance carriers to coordinate loss control activities between our clients and the insurance carriers and develop implementation plans for realistic insurer recommendations. The loss control consultants can provide risk identification surveys for property, general and auto liability and workers compensation; fleet safety evaluations; safety program reviews on auto, general liability, workers compensation and property loss control programs; safety training required by OSHA & safety manager training; safety committee consultations; and develop emergency response and disaster recovery plans.



- **Review and submit losses to appropriate carriers**

Regions Insurance account service team reviews all notice of claims for completeness and forwards them to the appropriate carriers. They will also maintain a monitoring system to follow up with the carrier and the client on any outstanding claim.

- **Analyze loss experience for frequency and severity trends**

Regions Insurance maintains loss analysis software that allows your account service team to develop loss trends, severity level analysis and can forecast for future losses based on appropriate exposure basis information. Regions Insurance loss control consultants have the expertise to review occurrence reports to develop recommendations that may reduce the number accidents and their severity.

- **Review alternatives and disadvantages of alternative programs**

Regions Insurance account service team reviews all proposals from carriers and outlines advantages and disadvantages of each. Regions staff has experience with captives, finite and blended finite plans, self insurance and fronted self funded programs and can work with the City of Fayetteville to find the optimal plan or combination of plans.

- **Assist in expediting, resolution and settlement of claims and coverage questions**

Regions Insurance has in-house legal staff that has experience in claims advocacy for our clients. They have been involved in the design of policy wording, interpretation of policy intent and direct claim settlement. Regions Insurance also has an adjusting company that can be utilized for direct claims adjustment where agreed with the carrier.

- **Provide the City of Fayetteville with consulting services on request**

The Regions Insurance staff has people with expertise in most aspects of alternative methods of risk financing and of insurance products. Our staff has prepared analysis of captive insurance companies, self insured programs, and fronted self funded programs with recommendations as to the feasibility for the client. Regions Insurance has software that helps in determining optimal retentions and routinely provides cost of risk analysis for our clients by line or on an overall account. Regions Insurance in-house legal staff is available to review all contracts, plan agreement letters, representations and plan prospectus.

- **Provide specified reports as requested by the City of Fayetteville**

It is Regions Insurance's practice to provide an overall Stewardship Report as often as the client requires. The report includes summaries of the policies and programs; summaries of claim activity; loss forecast and analysis; and a summary of the income Regions Insurance receives in fees and commissions if not on a flat fee basis. Every project (program, renewal or study) will have a timeline with weekly updates on the progress of the project.



■ **How we would market your insurance program**

Regions Insurance works on a collaborative consulting method of risk placement. Our goal is to remain familiar with the City's current programs, exposures and risk management philosophy. We will continue to do an in-depth analysis of the exposures and the market and establish with the City of Fayetteville's expectations for the placement. A complete submission outlining the expected terms and coverage requirements providing detailed loss and exposure information will be prepared with the help of the City of Fayetteville. Underwriters will be contacted and face-to-face meetings either in major insurance centers or at the appropriate City of Fayetteville location will be arranged if it is deemed to facilitate the placement. A proposal will be returned to the City of Fayetteville outlining all results with an analysis of the various quotes or alternatives offered.

We will present back to the City of Fayetteville's insurance design options based on what program type produces the lowest Total Cost of Risk (T.C.O.R.) by line of coverage.

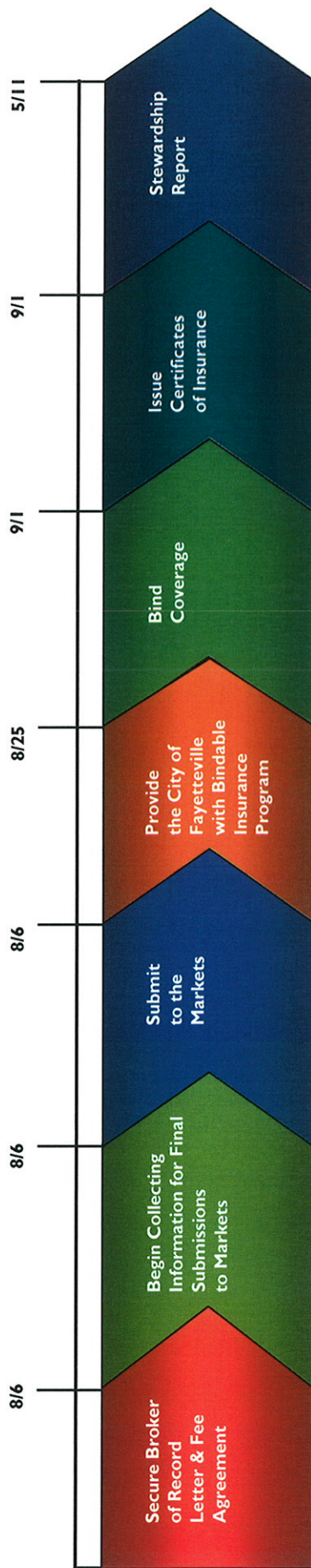
This would be done for all lines of coverage from Professional Liability to Property to Executive Risk.

Part III – PROGRAM

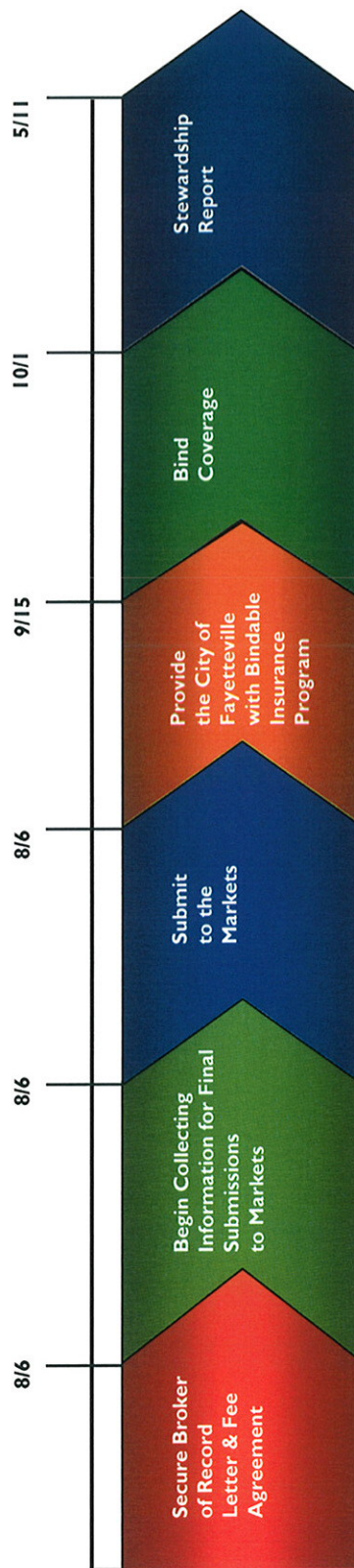
Current Program & Limits



E & O IMPLEMENTATION TIMELINE



PROPERTY IMPLEMENTATION TIMELINE



ACCOUNT ACTIVITY Additional Coverage and Changes 2008 - Present

Date	Activity
7/1/08	Railroad Protective Liability newly written for the Arkansas & Missouri Railroad for the walking trail.
11/15/08	Builder's Risk for the new building 140 W Rock, Fayetteville, AR - changed address to 176 Church Street, Fayetteville, AR.
8/10/09	Added \$25,000 Fine Arts to property policy.
9/1/09	Removed Terrorism coverage from Professional Policies.
12/15/09	Added 176 Church Street to permanent property insurance.
1/13/10	Added Bryce Davis Part to property insurance.
3/30/10	Added displayed Recycled Rubber Elephant
4/8/10	Added Moonlighting Endorsement to Law Enforcement policy
5/26/10	Deleted the same elephant.

CLAIMS FILED 2008 - Present

Date	Claim
1/29/08	Wind damage to 1560 Happy Hollow Road, Fayetteville, AR.
6/30/08	Water damage to Walton Arts Center.
11/12/08	Equipment stolen.
12/5/08	Equipment Stolen.
1/14/09	Rogers Group vs City of Fayetteville
1/26/09	Equipment damage from ice storm.
3/27/09	Michael Benjamin suit.
4/18/09	Fire at hangar.
12/1/09	Bradford Jenkins alleged abuse in arrest.
1/14/10	Water damage at 10 S College

Claims Advocacy & Management

Regions Insurance takes a very proactive approach to claims management. This is demonstrated in part by our ownership and support of a full service Third Party Administrator (TPA) and Independent Adjustment (IA) firm. Regions Claims Management sets us apart from most brokers and also functions as our claims department. Our firm is staffed with experienced adjusters, with significant multi-line claims experience. Regions Claims Management has over thirty (30) claims professionals with an average of twenty (20) years of claims experience per adjuster. Our property & casualty claims experience includes: professional liability, general liability, auto liability, property, kidnap and ransom, and pollution liability. We can provide the City of Fayetteville with designated claims personnel who can assist with expert claims knowledge in the most difficult and complex claims scenarios, including high exposure losses and coverage issues.

Professional Liability: Our dedicated Claims Advocacy team boasts over twenty-five (25) years of professional liability claims handling experience. Therefore, the initial claims investigation is one of the most important aspects of handling a professional claim. Our team can assist the City of Fayetteville with any questions or problems, which may arise, in a professional liability claim, from the initial investigation and coverage issues through settlement/resolution of the claim.

Property: Our Third Party Administrator, Regions Claims Management, has a list of experienced and qualified General Property Adjusters, who have significant experience in handling property claims for major insurance carriers. Regions Claims Management has a strong relationship with the agreed upon adjustment and we feel this would benefit the City of Fayetteville in all aspects of a property claim, from the initial investigation and coverage analysis to the settlement and resolution of the claim.

In summary, our proactive approach to claims management is demonstrated by our commitment of having the best claims personnel available to the City of Fayetteville. Our claims staff is on a par with the highest level of claims professionals, insurance carriers and Third Party Administrators have to offer. This is an invaluable benefit to the City of Fayetteville when there is a significant claim.



Regions Insurance has Staff Attorneys for the City of Fayetteville

- Review insurance and indemnity wording in contracts and provide suggested changes to help you mitigate risk or transfer risk
- Advocate on the behalf of the City on claims where the carrier and the City are not in agreement on the claim
- Provide coverage analysis for the City
- Assist you in alternative wording that may be needed in their insurance policy
- Assist the City in large and/or complex claims with the carrier
- Review out of the ordinary wording on certificates that may be requested by another company
- Provide other legal help as may be requested by the City

Legal Advocacy Services - One of the most unique services at Regions Insurance is our legal advocacy service. While most brokers will provide legal contract review and assistance with difficult claims and/or coverage disputes, these services are rarely provided by professional attorneys. In fact, you will usually find that these services are provided along with a waiver encouraging clients to 'get a legal opinion'. Our legal department is staffed by two attorneys who are involved with our clients on a regular basis providing legal advice regarding claims, coverage and contractual obligations. This service also puts us at an advantage when it comes to analyzing coverage issues and comparing new policy forms.



Loss Control/Safety Management Services

Regions Insurance will provide loss control services for the City of Fayetteville using our in-house staff located in Little Rock, Arkansas. Regions Insurance has experience with the loss control/safety issues the health care industry faces. We provide loss control/safety management services to various municipalities located throughout the mid-south.

General:

- Regions Insurance reviews all existing safety programs and makes recommendations as warranted.
- Regions Insurance reviews loss runs quarterly looking for trends and offers recommendations and implementation plans based on our findings.
- Regions Insurance will provide the City of Fayetteville with access to Zywave/Mywave, which is a portal providing the latest in loss control and safety, including industry "Best Practices".

Services per Line of Coverage:

Property-

- Regions Insurance will coordinate the property insurance company's loss control surveys and respond to recommendations as submitted.
- Regions Insurance will conduct property replacement surveys to help determine the current replacement values of all major facilities owned by the City of Fayetteville. **Please see the following examples of Building Valuation Report and RiskMeter.com, that helps determine risk for specific property.**

Commercial Building Valuation Report

Travelers

A. 3
RFP #10-04 (Regions Insurance Inc.)
Insurance Brokerage Services
Page 27 of 46

Policy : ESTIMATE-394841

7/23/2010

INSURED	City of Fayetteville 113 W Mountain Fayetteville, AR 72707	Effective Date:	10/01/2010
		Expiration Date:	10/01/2011
		Cost as of:	03/2010

BUILDING	Administration Office 113 W Mountain FAYETTEVILLE, AR 72701
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Location Adjustments

Climatic Region:	2 - Moderate
High Wind Region:	1 - Minor Damage
Seismic Zone:	1 - Minor Damage, Distant Earthquakes

SECTION 1

SUPERSTRUCTURE

Occupancy:	100% Office, Low-Rise, Older	Story Height:	12 ft.
Construction Type:	100% Masonry (ISO 2)	Number of Stories:	4
Gross Floor Area:	36,000 sq. ft.	Irregular Adjustment:	None
Construction Quality:	2 - Average		

Adjustments

Hillside Construction:	Degree of Slope: Level	Site Accessibility:	Excellent
	Site Position: Unknown	Soil Condition:	Excellent

Fees

Architect Fees:	7% is included
Profit and Overhead:	20% is included

SUMMARY OF COSTS

Reconstruction

SUPERSTRUCTURE

Site Preparation	1,415
Foundations	99,321
Foundation Walls, Interior Foundations, Slab On Ground	
Exterior	1,007,800
Framing, Exterior Wall, Structural Floor, Roof	
Interior	568,914
Floor Finish, Ceiling Finish, Partitions	
Mechanicals	1,005,915
Heating, Cooling, Fire Protection, Plumbing, Electrical, Elevators	

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

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Standard

BVS-C

Commercial Building Valuation Report

Travelers

Policy : ESTIMATE-394841

7/23/2010

Built-ins	172,279
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SUBSTRUCTURE

Basement	846,831
----------	---------

TOTAL RC SECTION 1	\$3,702,474
---------------------------	--------------------

TOTAL RC BUILDING	Administration Office	\$3,702,474
--------------------------	------------------------------	--------------------

	Reconstruction	sq. ft.	
VALUATION GRAND TOTAL	\$3,702,474	48,000	\$77.13

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

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Standard

BVS-C



RiskMeter.com
The Online Service to Perform Automated Property Reports

The RiskMeter Test Results For:

113 W Mountain St, Fayetteville, AR 72701

Geocoding Accuracy: S5 Matched to Street Address (Best)

Original Input Address: 113 W Mountain St, Fayetteville, AR 72701

Flood Zone Determinations

SFHA Within 250 feet of multiple flood zones?

Out No

Map Number

05143C0220F

Community	Community_Name	Zone	Panel	Panel_Dte	COBRA
050216	FAYETTEVILLE, CITY OF	X	0220F	20080516	COBRA_OUT

FIPS CensusTract

05143 0108.00

Copyright 2000, First American Flood Data Services. All rights reserved.

Flood Elevation

SFHA Distance to Edge of Flood Zone Elevation Estimated Height Above BFE

Out 1500 - 1600 ft 1417 107

Estimated Flooded Water Depth BFE BFE Source

DNA* 1310 CDS

Community	Community_Name	Zone	Panel	Panel_Dte	COBRA
050216	FAYETTEVILLE, CITY OF	X	0220F	20080516	COBRA_OUT

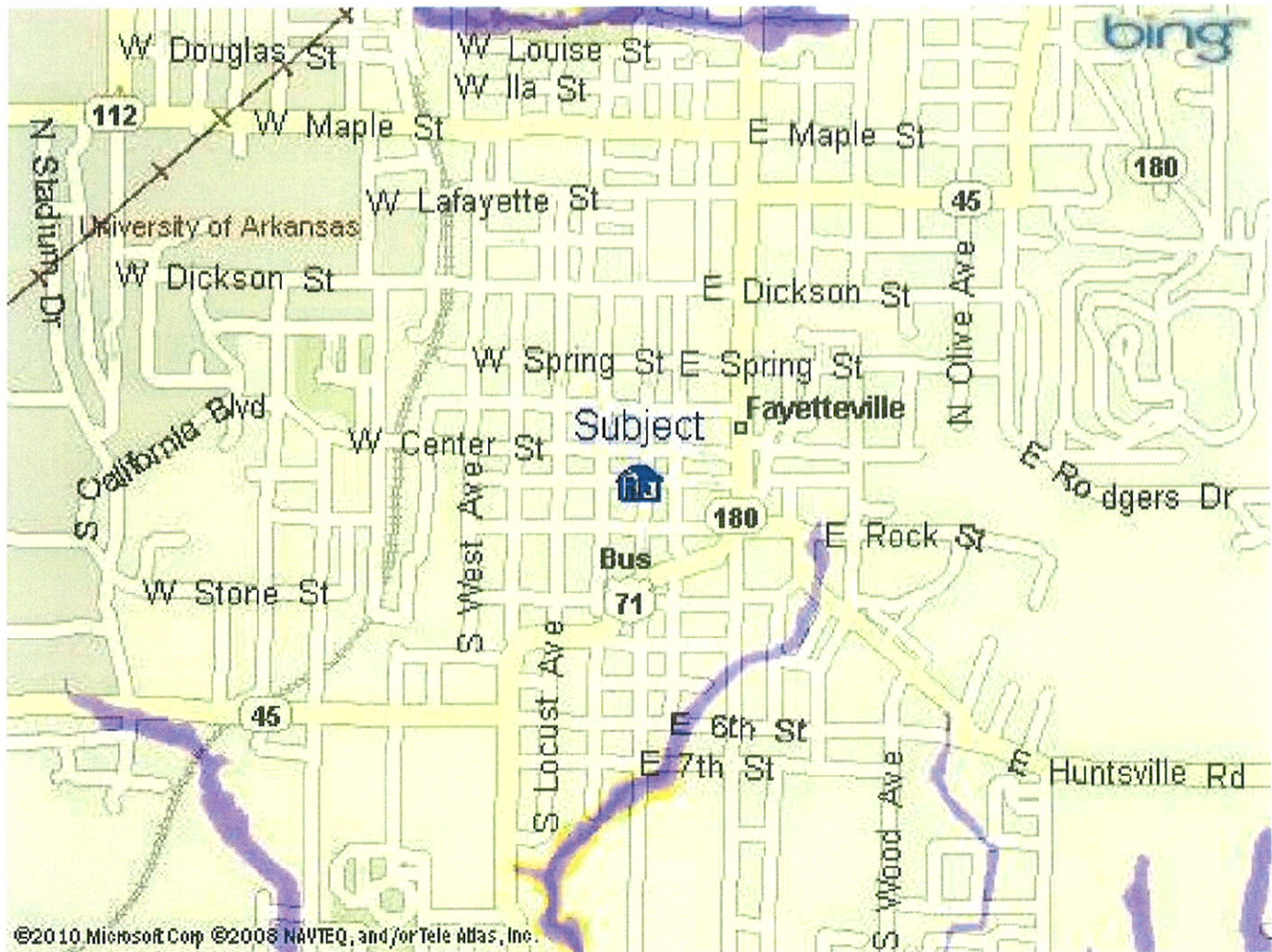
Tornado Exposure Index

Tornado Scale	Tornado Percentile	Storms Per Year	Tornado Score
6	54	0.20	2 - Average Risk

Distance to Earthquake Faults

Distance to Closest Earthquake Fault

Within 1 Mile



Flood

- Outside 100 Year Floodplain
- Inside 100 Year Floodplain



Flood Zones

	Areas outside of the 100- and 500-year floodplains
	Areas inundated by 500-year flooding
	Areas inundated by 100-year flooding
	Areas inundated by 100-year flooding with velocity hazard
	Floodway areas
	Floodway areas with velocity hazard
	Areas of undetermined but possible flood hazards
	Areas not mapped on any published FIRM

Tornado Legend

Tornado Score	Description
0 - No Risk	No Storms
1 - Low Risk	5 + years between tornadoes
2 - Average Risk	2 to 5 years between tornadoes
3 - Elevated Risk	1 to 2 years between tornadoes
4 - High Risk	1 to 2 tornadoes per year
5 - Extreme Risk	More than 2 tornadoes per year

Earthquake Faults

Fault Line



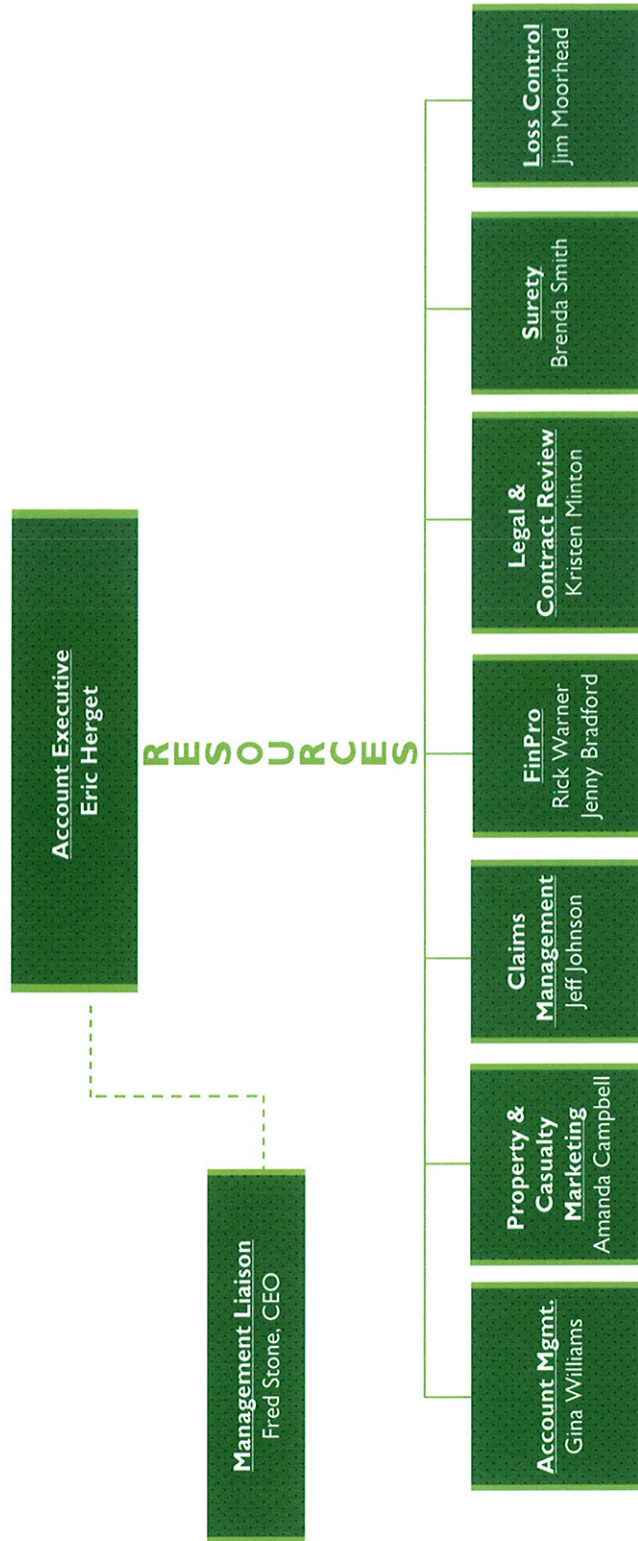
Part IV– ACCOUNT TEAM PERSONNEL

Regions Insurance Team

The Regions Insurance team members responsible for the placement, management and claims handling for the City of Fayetteville have over 125 years of experience combined. A large portion of that experience is with large complex placements including medical malpractice coverage, large property schedules and executive risk coverages.

Regions Insurance is very fortunate to have knowledgeable and experienced people as the leading resource benefiting our clients. Whether it's hiring seasoned risk managers from Fortune 500 clients or experienced claims personnel away from our carriers. We are constantly looking for people that we identify as having exceptional talent in their specific field and bringing them to the Regions Insurance team. We take pride in providing our employees with a superior work environment including a generous benefits program. This results in low turnover therefore assuring the City of Fayetteville that the team members they work with today will be the same members years later.

SERVICE TEAM STRUCTURE





1465 E. Joyce Blvd., Suite 205 • Fayetteville, AR 72703 • 479-684-5250

Contact Name	Title	Office/Cell Number	Fax Number	Email
Eric Herget	Senior Client Exec.	501.661.4833 O 501.519.0955 C	501.748.3842	eric.herget@regionsinsurance.com
Gina Williams	Account Manager	479.684.5250 O 479.287.9738 C	501.748.3926	gina.williams@regionsinsurance.com
Jody Styles	Legal	501.660.7140 O 501.580.4484 C	501.978.8450	jody.styles@regionsinsurance.com
Jeff Johnson	Claims Management	501.660.7130 O 501.539.0008 C	501.748.3968	jeff.johnson@regionsinsurance.com
Jim Moorhead	Loss Control	501.661.4849 O 501.680.3480 C	501.978.8475	jim.moorhead@regionsinsurance.com
Amanda Campbell	P & C Marketing	501.660.7146 O 501.574.1897 C	501.978.8578	amanda.campbell@regionsinsurance.com
Jenny Bradford	FinPro	501.661.4889 O 501.590.5615 C	501.748.3870	jenny.bradford@regionsinsurance.com
Rick Warner	FinPro	501.660.7156 O 501.539.0027 C	501.748.3975	ricky.warner@regionsinsurance.com
Kristen Minton	Legal	501.660.7148 O 501.993.5886 C	501.748.3900	kristen.minton@regionsinsurance.com
Brenda Smith	Surety	501.661.4942 O	501.978.8434	brenda.smith@regionsinsurance.com



Eric Herget, Senior Vice President. Eric began his career with Arkansas Power & Light Company in design engineering for single and 3-phase distribution systems and was later moved to customer service manager for Entergy Arkansas and then into marketing. He worked for Entergy Claims Management and began the move of working in the Risk Management field. Eric managed the GL/AL claims process for Entergy Arkansas and the small claims process for Entergy Corporation.

In 1995, Eric moved to Sedgwick where he joined their Global Power team. After the Sedgwick/Marsh merger the next stop was to a regional bank owned brokerage with their primary office in Little Rock. Five years later, Eric joined Rebsamen Insurance, now Regions Insurance, and was named the Downstream Energy Industry Lead for all Regions Insurance offices. Eric is often in the London and Bermuda markets and is experienced in working with the industry mutuals and is involved in the claims process for clients. Other areas of expertise include risk management services for state, county and municipal government. Manufacturing is also a specialty.

Eric is Senior Vice President of Regions Insurance Group, 45 years old and married with 4 children. He also serves on various boards and commissions. He is an Arkansas native and a graduate of the University of Arkansas.

Gina Williams, Account Manager. Gina has worked in the insurance industry since 1984, receiving her Arkansas License in 1985. She has been with Regions Insurance since March, 2007. Her specialty is commercial lines of insurance, with experience in personal lines also.

Gina obtained the Certified Insurance Counselor designation within two years. She also holds a Certificate in General Insurance from the Insurance Institute of America.

Gina is a lifetime resident of the state of Arkansas. She lives in Fort Smith with her 10 year old Shih Tzu dog, Sammie, and her 21 year old daughter when she's home in the summer. She is very active in her church, enjoys dancing, exercising, and movies.

Jeff Johnson, Claims Account Manager. Jeff joined Regions Insurance in December 2007. Jeff has sixteen (16) years of claims handling experience with large insurance companies. Jeff started his claims career at Travelers, he moved to Liberty Mutual, where he adjusted property and workers' compensation claims in multiple jurisdictions for over eleven years.

Jeff's primary focus is claims advocacy for several of Regions Insurance producers. His job responsibilities include: developing strong working relationships with claims account service managers for various insurance companies, monitor and manage complex claims and coordinate and participate in claims reviews for our risk management accounts.

Jeff graduated from the University of Central Arkansas with a Bachelor of Business Management Degree in May 1991.



Jim Moorhead, Senior Vice President of Risk Management Services and Loss Control. Jim is a Certified Hazard Control Manager, Certified Hospital/Health Care Safety Professional, Certified Occupational Safety and Health Technologist and holds degrees from Indiana State University in Safety Management (B.S.) and Kennedy-Western University Master in Business Administration (MBA) and an Associate in Risk Management for the Insurance Institute of America.

Jim is experienced in the development and monitoring of risk control programs including risk management policies and procedures, safety training, ergonomic studies, fire protection and environmental controls. Jim has much recognition in safety related fields. He is the past president of the Arkansas Chapter of the American Society of Safety Engineers, Member of the Industrial Hygiene Association, National Safety Management Society, National Fire Protection Association, Board member of the Ozark Chapter National Safety Council, board member Arkansas Chapter Associated General Contractors of America and former chairman of the Little Rock Safety Commission. Vocal about his field, Jim is often engaged as a public speaker on the subject of safety management and current issues.

Jim writes articles that are published in two professional publications monthly. In addition, Jim has held the position as Adjunct Professor of Engineering University of Arkansas School of Operations Management at the Little Rock Air Force Base.

Past accomplishments include Arkansas Safety Professional of the Year, Who's Who in Safety, and Regional Vice President for Professional Development, American Society of Safety Engineers.

Amanda Campbell, Property & Casualty Marketing. Amanda joined the Regions Insurance Marketing Department in 2008 with her primary focus on marketing middle market and risk management accounts. Her additional responsibilities included developing strong working relationships with various insurance company underwriters and principals.

Amanda started her insurance career with Marsh USA in Dallas, Texas where she was an Assistant Vice President in their Middle Market Department. She moved to Little Rock to lead the marketing department for a startup property and casualty agency before joining the Regions team.

Amanda has earned her General Insurance Designation and the Associate Risk Management Designation from the AICPCU and well as taken several classes towards earning the Associated in Claims designation as well as the Certified Insurance Counselor designation.

Amanda graduated with her Masters in Business Administration from Texas A&M in 2007. She graduated from Southern Methodist University in Dallas, Texas with a Bachelor of Business Administration in Management Information Systems in 2002.

Jenny B. Bradford, J.D., Vice President Financial Products. In January 2006, Regions Financial Corporation (RFC) promoted Ms. Bradford within. She began working with Rebsamen Insurance, a wholly owned subsidiary of RFC, as an internal specialist in the professional lines of insurance. She has an undergraduate degree in Journalism and Political Science from the University of Arkansas and a *Juris Doctor* degree from the University of Arkansas at Little Rock. In addition to her law license, she holds Series 7, Series 63 and State of Arkansas Insurance licenses. Ms. Bradford continues to remain active in the legal community by maintaining the required continuing legal education for an active attorney's license and participates continuously in management liability insurance training.

Ms. Bradford has over eight years experience in the financial services industry. She first joined RFC in 2003, initially working in the Trust Department specializing in retirement services. Prior to working for RFC, she worked for Bank of the Ozarks Trust Department as Vice President of Retirement Services and UBS PaineWebber as a Financial Advisor and Insurance Coordinator.

Ms. Bradford primarily works with publicly traded companies ranging in size.

Ms. Bradford is a member of the Arkansas Bar Association and is the past membership chairman for the Harvesters, benefiting the Arkansas Foodbank Network. She also works with the Arkansas Chapter of the American Red Cross as a member of Club Red. Ms. Bradford is a member of St. James United Methodist Church.



Rick L. Warner, Senior Vice President. Rick works with executives and their boards throughout the United States, treating and managing their various and unique executive risk insurance management needs. Rick has over 30 years of experience in the executive risk and financial services industries and currently serves as Regions Insurance's Executive Risk Division's Practice Leader.

Prior to joining Regions Insurance, Rick served as a Senior Vice President and Executive Risk Practice Leader at Apex Global Partner, USI Southwest at Summit Global Partners, Inc. Rick also served as a national executive risk specialty resource with several major global insurance brokers.

As Practice Leader of Regions Insurance's Executive Risk Services Division, Rick assists and supports all of Regions Insurance's offices nation-wide with executive risk products and services. Products and services include, but are not limited to, conducting and/or participating on various educational seminars, product design, marketing, risk consulting and claims management, as they apply to directors & officers liability, employment practices liability, general / limited partnership liability, errors & omissions, crime, ERISA fiduciary liability and kidnap-ransom or extortion coverage. Rick has extensive experience and expertise pertaining to due diligence, mergers & acquisitions, initial and secondary public offerings as it pertains to these lines of coverage. Specialty industries include banking, oil & gas, aviation, private investment/venture capital, as well as biotech/pharmaceuticals, technology and various types of healthcare entities. Rick is a graduate of Baylor University and Mississippi College.

Kristen Minton, Vice President and Associate General Counsel. Kristen has BBA with a major in Accounting from the University of Central Arkansas and a Juris Doctorate degrees from the University of Arkansas at Little Rock. Kristen obtained a master of laws in taxation with a certification in employee benefits from Georgetown University Law Center. For approximately five years Kristen worked for Friday, Eldredge & Clark, LLP as an associate attorney in the tax and benefits department. She consulted with clients on various tax and employee benefit issues. She advised clients who were audited by the Internal Revenue Service and Department of Labor. She drafted plan documents for retirement and health and welfare benefit plans. In 2006, Kristen left Friday, Eldredge & Clark, LLP to join Regions Insurance, Inc. as Associate General Counsel and is acting as a claims advocate and legal resource for clients of Regions Insurance, Inc. and its affiliates.

Brenda Smith, Surety Representative. Brenda has over 30 years of experience in the insurance industry. Brenda began her insurance career in 1977 with Travelers Insurance. Over her 25 years with Travelers she held positions of Underwriting Specialist and Lead Account Collector. She joined Regions Insurance in 2003 and has over 6 years experience working in the Surety sector. In an effort to increase her knowledge in the Surety sector she has attended the NASBP Surety School. Brenda has also won numerous awards over her career. In 2009 she was chosen for membership to the prestigious Presidential Council for her dedication and client service excellence.

City of Fayetteville
RFP 10-04, Insurance Brokerage & Consultation Services
SECTION C: Vendor References

The following information is required from all Proposers so all proposals may be reviewed and properly evaluated

COMPANY NAME: Regions Insurance Group

BUSINESS ADDRESS: 1465 E. Joyce Blvd., Suite 205, Fayetteville, AR 72703

NUMBER OF YEARS IN BUSINESS: 80 HOW LONG IN PRESENT LOCATION: 80

TOTAL NUMBER OF CURRENT EMPLOYEES: 645 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 12 FULL TIME _____ PART TIME _____

PLEASE LIST LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of North Little Rock/North Little Rock Electric
COMPANY NAME

North Little Rock, AR 72119
CITY, STATE, ZIP

Joe Smith
CONTACT PERSON

501-975-8880
TELEPHONE

501-975-8885
FAX NUMBER

jsmith@northlittlerock.ar.gov
E-MAIL ADDRESS

2. City, Water & Light Plant of the City of Jonesboro
COMPANY NAME

Jonesboro, AR 72043
CITY, STATE, ZIP

Larry Thompson
CONTACT PERSON

870-930-3341
TELEPHONE

870-935-5581
FAX NUMBER

lthompson@jonesborocwl.org
E-MAIL ADDRESS

3. University of the Ozarks
COMPANY NAME

Clarksville, AR 72830
CITY, STATE, ZIP

Darrell Williams
CONTACT PERSON

479-979-1207
TELEPHONE

479-979-1355
FAX NUMBER

dwillia@ozarks.edu
E-MAIL ADDRESS

4. Central Arkansas Risk Management Association
COMPANY NAME

Little Rock, AR 72201
CITY, STATE, ZIP

Timothy J. Miles
CONTACT PERSON

501-379-1118
TELEPHONE

501-372-3300
FAX NUMBER

timothy@aristotle.net
E-MAIL ADDRESS



Part VI – AUTHORIZED NEGOTIATOR

Please see attached, completed Authorization Negotiator form.

City of Fayetteville
RFP 10-04, Insurance Brokerage & Consultation Services
SECTION E: Authorized Negotiator Information – To Be Submitted With ALL Proposals

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

PART I: Primary Contact Information:

Name of Firm: Regions Insurance Group

Name of Primary Contact: Eric Herget

Title of Primary Contact: Senior Vice President

Phone#1 (cell preferred): 501-519-0955 **Phone#2:** 479-684-5250

E-Mail Address: eric.herget@regionsinsurance.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? ☒ **YES** ☐ **NO** (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

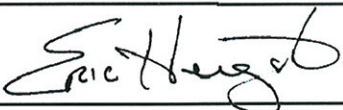
Name: _____

Title: _____

Phone#1 (cell preferred): _____ **Phone#2:** _____

E-Mail Address: _____

Date: 8/2/10

Signed: 



Part VII – COST PROPOSAL

Our compensation is derived from our experiences in managing other property risks that closely resemble those of the City of Fayetteville not only in size but in complexity. All the services that we have outlined in our proposal are included in our risk management fee. Below is a summary of the essential components of our services.

The majority of our expenses are generated during the marketing and negotiations of your account placement. Time, travel and expenses to meet with underwriters and management of insurance carriers is included in our fee. This would include their additional time as the core group who will manage the City of Fayetteville's insurance program throughout the year.

Eric Herget will continue to manage the task of gathering the specific property information to prepare comprehensive property assessments on your high value properties. These assessments are key to our ability to communicate to underwriters the attributes of the City of Fayetteville's property exposures.

Our annual risk management fee is \$14,000. There are no penalties for early termination.

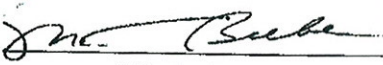
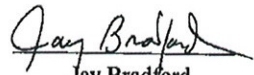


Part VIII – PROOF OF INSURANCE

Enclosed with this section, you will find Certificates of Insurance for Regions Insurance. Please note That on the Errors & Omissions certificate, the limit is actually greater than \$5,000,000, and can be provided if you so require.

Also included is a copy of the current Arkansas license for Eric Herget. Licenses for other team members are available upon request.



State of Arkansas Arkansas Insurance Department	
HERGET, WALTER ERIC	
IS LICENSED TO ENGAGE IN THE BUSINESS OF INSURANCE IN THE STATE OF ARKANSAS IN THE CAPACITY STATED BELOW, SUBJECT TO APPLICABLE LAWS AND RULES. LICENSE NUMBER 29870	
LICENSE TYPE Resident Producer	EFFECTIVE DATE 9/8/2010
QUALIFICATIONS CAS, PROP, SUB, MAR	EXPIRATION DATE 09/07/2011
 Mike Beebe Governor	 Jay Bradford Insurance Commissioner

State of Arkansas
Arkansas Insurance Department



Mike Beebe, Governor
Jay Bradford, Insurance Commissioner

ACORD™		CERTIFICATE OF INSURANCE		ISSUE DATE
				11/05/2009
PRODUCER		This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.		
		COMPANIES AFFORDING COVERAGE		
		Company A XL Specialty Insurance Co.		
INSURED		Company B		
Regions Insurance, Inc. 1500 Riverfront Drive Little Rock, AR 72202		Company C		
		Company D		
		Company E		
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.				
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY
	GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occurrence ☐ Owners' and Contractors' Protection ☐ ☐ General Aggregate Limit applies per: ☐ Policy ☐ Project ☐ Location			EACH OCCURRENCE \$ FIRE DAMAGE \$ MEDICAL EXPENSE \$ PERS. AND ADVERTISING INJURY \$ GENERAL AGGREGATE \$ PRODUCTS AND COMP. OPER. AGG. \$
	AUTOMOBILE LIABILITY ☐ Any Automobile ☐ All Owned Automobiles ☐ Scheduled Automobiles ☐ Hired Automobiles ☐ Non-owned Automobiles ☐			COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMPREHENSIVE COLLISION
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WC Statutory Limit Other EL EACH ACCIDENT \$ EL DISEASE (Each employee) \$ EL DISEASE (Policy Limit) \$ EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY ☐ Occurrence ☐ Claims Made			EACH OCCURRENCE \$ AGGREGATE \$
A	BANKERS PROFESSIONAL	ELU11413109	11/04/2009 11/04/2010	\$ 5,000,000 \$ \$ \$ \$
Includes Insurance Agents Errors & Omissions Coverage. Regions Insurance, Inc. Offices in Little Rock, Fayetteville, and Fort Smith, Arkansas, Springfield, Missouri, Texarkana and Waco, Texas are included under this policy.				
\$250,000 Deductible for Insurance Operations.				
CERTIFICATE HOLDER		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
For Information Only		Authorized Representative 		
		Page 1 of 1 Certificate ID # HGC83AQD		



Response
to RFP

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID: TG REGIO01	DATE (MM/DD/YYYY) 07/23/10
PRODUCER Regions Insurance, Inc. (LR) 1500 Riverfront Drive Little Rock AR 72202 Phone: 501-661-4800 Fax: 501-666-9592		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Regions Financial Corporation & its Subsidiaries P. O. Box 11007, BRC-9 Birmingham AL 35288		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: Ins Co of the State of Penn		19429	
		INSURER B: Natl Union Fire Ins Co Pitt PA			
		INSURER C: New Hampshire Insurance Co		23841	
		INSURER D: Midwest Employers Casualty Com		23612	
		INSURER E:			

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	6506372	10/01/09	10/01/10	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					
A	AUTOMOBILE LIABILITY	6647286	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☒ HIRED AUTOS					
☒ NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS / UMBRELLA LIABILITY	14227885	10/01/09	10/01/10	EACH OCCURRENCE	\$ 10,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 10,000,000
	☐ DEDUCTIBLE					\$
	☒ RETENTION \$1M					\$
A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4289217 EWC007861	10/01/09 10/01/09	10/01/10 10/01/10	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is additional insured on General Liability as required by contract.

Regions Insurance, Inc. is included as named insured on this policy.

CERTIFICATE HOLDER	CANCELLATION
CIOFFA1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
City of Fayetteville 113 West Mountain Fayetteville AR 72701	AUTHORIZED REPRESENTATIVE

City of Fayetteville Staff Review Form

A. 4
 2010-2011 Selective Traffic
 Enforcement Program (STEP) Grant
 Page 1 of 28

City Council Agenda Items
 and
 Contracts, Leases or Agreements

10/5/2010

City Council Meeting Date
 Agenda Items Only

Greg Tabor
 Submitted By

Patrol
 Division

Police
 Department

Action Required:

Acceptance of the 2010-2011 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$103,200 with local in-kind matching requirement of \$79,200 and approval of a budget adjustment in the amount of \$103,200.

\$ 182,400.00
 Cost of this request

\$ 182,400.00
 Category / Project Budget

Police STEP Grant 2010-2011
 Program Category / Project Name

1010-2920-5120.00
 Account Number

\$ -
 Funds Used to Date

Grant
 Program / Project Category Name

08067-1011
 Project Number

\$ 182,400.00
 Remaining Balance

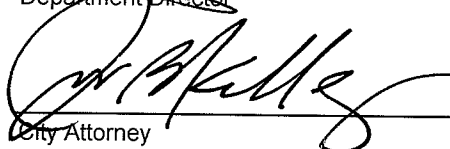
General
 Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒


 Department Director

9-14-10
 Date

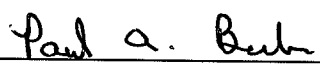
Previous Ordinance or Resolution #


 City Attorney

9-15-10
 Date

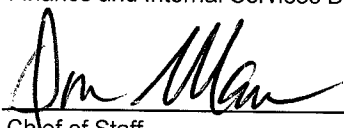
Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director

9-15-2010
 Date

Received in City Clerk's Office 09-14-10 P02:54 RCVD


 Chief of Staff

9-15-10
 Date

Received in
 Mayor's Office


 Mayor

9/16/10
 Date



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: September 17, 2010

Subject: 2010-2011 Selective Traffic Enforcement Program (STEP) Award

PROPOSAL:

The Fayetteville Police Department has participated in the Selective Traffic Enforcement Program (STEP) every year since its inception in 1998. For thirteen (13) years, we have partnered through grant funding with the Arkansas Highway Safety Office in an effort to reduce the total number of motor vehicle crashes, injuries and fatalities. Our primary strategy for reaching our mutual goals is through diligent enforcement of occupant protection and DWI/DUI laws. This is accomplished by dedicating patrol officer(s) to monitor STEP activity for a given period of time in a known problem area. In addition to increased law enforcement, this grant funding allows us to participate in directed DWI mobilizations, Click It or Ticket protection mobilizations, provide child safety seat checkpoints, and a loaner child safety seat for those in need.

The 2010-2011 STEP Grant Award is based on a local match of in-kind expenses in the amount of \$79,200 and a grant award for \$91,200 in federal and \$12,000 in state funding. Local matching funds are only required on the federal funding portion and the state funding is considered a local match. In-kind expenses are defined as on-duty regular shift hours dedicated to STEP activity; furthermore, this grant will reimburse the City for overtime hours dedicated to STEP activity. The grant period for this award runs from October 1, 2010 to September 30, 2011. STEP is a very important program and funding source for the Fayetteville Police Department. Through dedicated STEP activity during our regular shift hours, our Department can meet the in-kind matching funds required of this grant award. Furthermore, the loss of this grant funding would have an adverse affect on community safety.

RECOMMENDATION:

Due to the many positive results, Staff recommends acceptance of the 2010-2011 STEP Grant Award and approval of a budget adjustment in the amount of \$103,200. If you should have any comments or question regarding this grant application, please contact Chief Tabor or Capt. Brown at extension 500.

BUDGET IMPACT:

In-kind expenses in the amount of \$79,200 are budgeted and \$12,000 will be provided by the State for total matching funds of \$91,200. Our patrol officers will be performing these traffic enforcement duties regardless of STEP Grant matching requirements.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A 2010-2011
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT
AWARD IN THE AMOUNT OF \$103,200.00 WITH A \$79,200.00 LOCAL
MATCH, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a 2010-2011 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$103,200.00, with a \$79,200.00 local match.

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

PASSED and APPROVED this 5th day of September, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 4
2010-2011 Selective Traffic
Enforcement Program (STEP) Grant
Page 4 of 28

Budget Year 2010	Department: Police Division: Police Program: Police Projects	Request Date 10/5/2010	Adjustment Number
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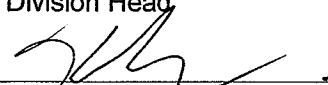
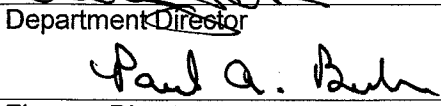
JUSTIFICATION TO INCREASE PROJECT / ITEM:

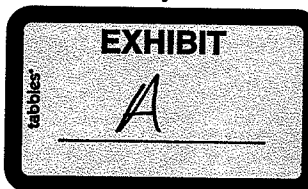
Establish an expense budget for the 2010-2011 Selective Traffic Enforcement Program (STEP) grant awarded by the Arkansas State Police Highway Safety Office.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

Recognize revenue from the reimbursement of overtime and child safety seats from the 2010-2011 STEP grant.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
State Grants - Operational	1010.0001.4302.01		12,000	08067 . 1011
Federal Grants - Operational	1010.0001.4309.01		91,200	08067 . 1011
Personnel Services - Contra	1010.2920.5120.00	91,200		08067 . 1011
Minor Equipment	1010.2920.5210.00	12,000		08067 . 1011
TOTAL		<u>103,200</u>	<u>103,200</u>	

Division Head  Date <u>9-14-10</u> Budget Director  Date <u>9-14-10</u> Department Director  Date <u>9-15-2010</u> Finance Director  Date <u>9-15-10</u> Chief of Staff  Date <u>9/16/10</u> Mayor  Date <u>9/16/10</u>	Requested By <u>W. Newman</u> #NAME? Budget & Research Use Only Type: A B C <u>D</u> E Description: _____ 0 General Ledger Date _____ Posted to General Ledger Initial Date Posted to Project Accounting Initial Date
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Mike Beebe
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

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Winford E. Phillips
Director

September 10, 2010

ARKANSAS STATE POLICE COMMISSION

Dr. Lewis Shepherd
Chairman
Arkadelphia

John Allison
Vice-Chairman
Conway

Steve G. Smith
Secretary
Little Rock

Jane Christenson
Harrison

Daniel "Woody" Futrell
Nashville

Wallace Fowler
Jonesboro

Frank Guinn, Jr.
Paragould

Captain William K. Brown
Project Coordinator
Fayetteville Police Dept.
100-A W. Rock St.
Fayetteville, AR 72701-6191

Re: OP-2011-03-02-11
K8-2011-08-06-11
SE-2011-13-01-11
K2-2011-14-02-11
Selective Traffic Enforcement Project (STEP)

Dear Captain Brown:

The above referenced FY 2011 Subgrant Agreement is enclosed for your review and signature. The Subgrant Agreement/Contract Terms (revised 9/1/10) and Common Rule for this program are made a part of this agreement and should be kept in your agency's file with your copy of the signed agreement. The agreement may not include all items presented in your proposal. Only those activities included in the agreement are eligible for reimbursement.

Please return the signed agreement (keep the enclosed Subgrant Agreement/Contracts Terms and Common Rule) to our office no later than September 24, 2010. We will send you a copy of the fully executed agreement.

We look forward to working with your agency during the upcoming year.

Sincerely,

Bridget White
Administrator
Highway Safety Office

Enclosure

C: Agreement/Contract File



Mike Beebe
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

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Winford E. Phillips
Director

FY 2011 HIGHWAY SAFETY SUBGRANT AGREEMENT OCCUPANT PROTECTION PROGRAM ALCOHOL & OTHER DRUGS COUNTERMEASURES PROGRAM SPEED ENFORCEMENT PROGRAM

RECIPIENT

Fayetteville Police Department
100-A West Rock Street
Fayetteville, Arkansas 72701

Telephone: (479) 587-3500
Fax: (479) 587-3522

TYPE OF APPLICATION

Initial: _____
Revision: _____
Continuation: X

GOVERNMENTAL UNIT

Fayetteville Police Department
100-A West Rock Street
Fayetteville, Arkansas 72701

PROJECT NO. OP-2011-03-02-11
K2-2011-14-02-11
SE-2011-13-01-11
K8-2011-08-06-11

TAX ID NO. 71-6018462

PROJECT TITLE

Selective Traffic Enforcement Project

INITIAL PROJECT STARTING DATE

October 1, 1998

OPERATIONAL AREA OF PROJECT

City of Fayetteville

<u>COST CATEGORY</u>	<u>AMOUNT</u>		
	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
Personal Services	\$91,200		\$54,650
Equipment			
Maintenance & Operation			24,550
Other Direct Costs		\$12,000	
Indirect Costs			
Administrative Costs			
Total	<u>\$91,200</u>	<u>\$12,000</u>	<u>\$79,200</u>

<u>PROJECT PERIOD</u>	<u>FUNDING PERIOD</u>
From: <u>10-1-2010</u>	From: <u>10-1-2010</u>
To: <u>9-30-2011</u>	To: <u>9-30-2011</u>

FUNDING

<u>SOURCE</u>	<u>AMOUNT</u>
Federal	\$91,200
State	12,000
Local	79,200
Total	<u>\$182,400</u>

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

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10. DOT Common Rule (49 CFR, Part 18) - - - - -	Appendix ii

AGREEMENT PREPARED BY: Nick Collins
TITLE: Program Manager
ADDRESS: Arkansas State Police
Arkansas Highway Safety Office
1 State Police Plaza Drive
Little Rock, AR 72209
PHONE: (501) 618 - 8137
FAX: (501) 618 - 8124

**ARKANSAS STATE POLICE
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PROBLEM AND GOALS

BACKGROUND

The State of Arkansas is taking increased steps to address safety on the State's roadways as part of an effort to implement innovative strategies to reduce traffic fatalities throughout the State. The Arkansas Highway Safety Office (AHSO) considers safety issues by focusing on behavioral aspects at the driver level. The goal is to reduce highway fatalities by better identifying driver behaviors that cause fatal crashes, implementing programs to address those behaviors and targeting locations where fatal crashes occur.

Based on a five-year average (2004 – 2008), 654 people lose their lives each year on Arkansas roadways. In 2008, there were 600 total traffic fatalities compared to 649 the previous year. Over the past five years, alcohol-related fatalities (fatalities involving a driver or motorcycle operator with a BAC of .08 or greater) averaged 187 per year. In 2008, there were 171 such alcohol-related fatalities. This is a decrease of 10 from the previous year.

An additional area of concern is occupant protection where in 2008 there were 265 unrestrained passenger vehicle occupant fatalities. In 2008, Arkansas' safety belt use rate was 70.4%, while the National use rate stood at 83%. However, Arkansas' safety belt use rate increased to 74.4% in 2009.

Also of concern are speed-related fatalities where in 2008, 63 people died as a result of speed-related crashes.

Strict enforcement of the State's traffic laws, through Selective Traffic Enforcement Projects (STEP), has been proven effective in reducing traffic crashes and fatalities. The State will continue to use this strategy to address its traffic safety problems.

PROBLEM STATEMENT

The city of Fayetteville is a community of 72,208 residents having a geographical size of 43.4 square miles. The city posted 38 traffic fatalities from 2004 through 2008, and of those 21 were alcohol-related and 3 were speed-related. A seat belt use rate of 80% was recorded in 2009.

In 1998 the Fayetteville Police Department began a proactive approach to collision reduction which included implementation of the STEP through a grant with the AHSO. The Department wishes to continue to operate aggressive and sustained selective traffic enforcement, as well as, participate in the State's Impaired Driving, Seat Belt, and Speed mobilizations/campaigns.

GOALS

The overall goal of this project is to reduce the number of traffic-related crashes and fatalities by conducting a selective traffic enforcement project in Fayetteville. The goal for each component of this project is as follows:

Alcohol Component (Section 410) – Reduce the annual number of alcohol-related crashes from 95 and alcohol-related fatalities from 4 as recorded in 2008.

Seat Belt Component (Section 402 and 405) – Increase seat belt use from 80% as recorded in 2009.

Speed Component (Section 402) - Reduce the annual number of speed-related crashes from 150 and speed-related fatalities from one as recorded in 2008.

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SCOPE OF WORK

SUMMARY OF PROJECT OBJECTIVES: This project's primary objectives are to achieve an average of three vehicle stops per hour per officer during seat belt enforcement (with an emphasis on enforcement of occupant restraint laws), three vehicle stops per officer during speed enforcement, and one DWI/DUI arrest per eight (8) hours per officer during alcohol enforcement. A public information and education program will support these objectives.

METHOD OF EVALUATION BY ASP/HSO

ADMINISTRATIVE: X
IMPACT EVALUATION: X By achievement of performance standards.

REIMBURSEMENT - ACTUAL COST ONLY

- ASP/HSO will reimburse the recipient an amount equal to % of all eligible cost.
- X ASP/HSO will reimburse the recipient an amount equal to all eligible costs as identified in work statement.

REIMBURSEMENT LIMITS

1. Maximum amount eligible for reimbursement:
Federal Funds: \$91,200
State Funds: \$12,000
2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:
(Date) 10-1-2010 to (Date) 9-30-2011
3. The recipient must bear all costs not eligible for Federal reimbursement.

Federal and State regulations shall be the basis for determining eligibility of costs, as detailed in the General Provisions and Subgrant Agreement/Contract Terms.

This agreement may be amended only by written notice in advance and in accordance with ASP/HSO policy. (See Subgrant Agreement/Contract Terms)

**ARKANSAS STATE POLICE
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CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations and directives may subject sub-grantee officials to civil or criminal penalties and/or place the sub-grantee in a high risk grantee status in accordance with 49 CFR 18.12.

Each fiscal year the sub-grantee by signing this agreement acknowledges that all provisions of these Certifications and Assurances apply and the sub-grantee complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

Section 402 Requirements

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B));

At least 40 per cent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b) (1) (C)), unless this requirement is waived in writing;

This highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D));

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Certifications and Assurances

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process and the sub-grantee will support these activities, including:

- **National law enforcement mobilizations,**
- **Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits,**
- **An annual statewide safety belt use survey in accordance with criteria established by the Secretary for the measurement of State safety belt use rates to ensure that the measurements are accurate and representative,**
- **Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.**

The sub-grantee is encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402 (b)(1)(E)).

Other Federal Requirements

Cash drawdowns will be initiated only when actually needed for disbursement. 49 CFR 18.20

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.21

The same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations. 49 CFR 18.41

Failure to adhere to these provisions may result in the termination of drawdown privileges.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or agency, shall cause such equipment to be used and kept in operation for highway safety purposes 23 CFR 1200.21. The sub-grantee will comply with this provision.

The sub-grantee will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

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Certifications and Assurances

Federal Funding Accountability and Transparency Act

The State will report for each **sub-grant** awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by the Office of Management and Budget in subsequent guidance or regulation.

The sub-grantee will provide any required information to comply with these provisions.

The sub-grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;

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The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The sub-grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The sub-grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certifications and Assurances

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**ARKANSAS STATE POLICE
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5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2010-2011 Selective Traffic
Enforcement Program (STEP) Grant
Page 18 of 28

Certifications and Assurances

POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving—
 - a. Company-owned or –rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as –
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ENVIRONMENTAL IMPACT

The authorizing official for this project has reviewed this agreement and hereby declares that no significant environmental impact will result from implementing this project. If, under a future revision, this project will be modified in such a manner that it would be instituted and could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

AUDIT REQUIREMENTS

The recipient will arrange for an organization-wide financial and compliance audit, if required by OMB Circular A-133, within the prescribed audit reporting cycle. The audit report must separately identify highway safety funds from other Federal funds. One (1) copy of the report will be furnished to the Arkansas State Police Highway Safety Office within three months of the report date. Failure to furnish an acceptable audit as determined by the cognizant Federal audit agency may be a basis for denial and/or refunding of Federal funds. A copy of A-133 is available on request. The recipient has been made aware of audit requirements.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2010-2011 Selective Traffic
Enforcement Program (STEP) Grant
Page 19 of 28

WORK STATEMENT

- A. The recipient, Fayetteville Police Department, in exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving highway safety, hereby agrees to pursue the achievement of the following objectives:
1. Appoint a Project Coordinator to be a liaison between the recipient and the Arkansas Highway Safety Office (AHSO) and to be responsible for coordinating selective enforcement activities and financial transactions associated with this subgrant agreement. Herein, give signature authorization for the Project Coordinator to request reimbursement and agreement change orders when applicable. Compensation for the Project Coordinator will be from local funds.
 2. Ensure that the Project Coordinator, or designee, has successfully completed the Arkansas Highway Safety Office Project Management Course if offered. This course will provide information and updates on State, Federal and Highway Safety Office policies and procedures. Travel, meals and lodging will be reimbursed for eligible participants. Participants will be notified of the specific dates and location of this course.
 3. Ensure that agency maintains an enforced seat belt policy and provides the AHSO a copy of any revisions to the policy.
 4. Conduct selective enforcement of the State's seat belt, driving while intoxicated (DWI)/driving under the influence (DUI), speed limit, child passenger protection and motorcycle helmet laws. Officers are to ensure compliance with the State's seat belt and child restraint laws during all vehicle stops. Enforcement should target locations where fatal/serious injury crashes are occurring.
 5. **Seat belt enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize enforcement of seat belt and child restraint laws (majority of vehicle stops and citations written should be for seat belt and/or child restraint violations). Speed enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize enforcement of speed limit laws and may only be worked during one speed mobilization referenced in Work Statement 7 on the next page. DWI/DUI enforcement will start no earlier than 9:00 p.m. and end no later than 6:00 a.m. the following morning, any day of the week provided the performance standard (listed below) is met. The AHSO retains the right to limit or modify the enforcement hours and days at its discretion and as necessary to meet performance compliance requirements. Officers working on the project are expected to enforce all the laws cited in this agreement during seat belt, speed and DWI/DUI enforcement. Participating officers are expected to average two vehicle stops per hour when not actively processing a DWI arrest during DWI enforcement.**
 6. Performance standards for the project and individual participating officers are as follows:

Seat Belt or Speed Enforcement
Average three vehicle stops per
hour per officer

DWI/DUI Enforcement
Average one DWI/DUI arrest
per eight hours per officer

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2010-2011 Selective Traffic
Enforcement Program (STEP) Grant
Page 20 of 28

WORK STATEMENT

Persons arrested for violation of Arkansas Code Annotated 5-65-103 and 5-56-205 shall be determined to be DWI arrests. Youthful offenders arrested for violation of Arkansas Code Annotated 5-65-303 shall be determined to be DUI arrests.

7. Participate in two (2) Seat Belt, four (4) DWI/DUI, one (1) combined DWI/DUI/Seat Belt and one (1) Speed State/National enforcement mobilizations during the project period. Must participate in the public information and education (PI&E) activities (press conferences/news releases) in conjunction with the mobilization activities. An informal seat belt survey conducted by the agency will also precede and follow each seat belt mobilization for evaluation purposes. The mobilizations dates are as follows:

- State Seat Belt Mobilization – November 22 – 28, 2010
- State DWI Mobilization – December 20, 2010 – January 2, 2011
- State DWI Mobilization – March 11 – 20, 2011
- State DWI Mobilization – April 15 – 24, 2011
- National Memorial Day Seat Belt Mobilization – May 23 – June 5, 2011
- State DWI Mobilization – July 1 – 9, 2011
- State Speed Mobilization – July 10 – 16, 2011
- National Labor Day DWI/DUI/State Seat Belt Mobilization – August 19 – September 5, 2011*

Note: Dates are subject to change.

*Conduct checkpoints and/or saturation patrols on at least four nights during the National DWI mobilization.

Participation in all State and National Mobilizations is a required activity of this grant agreement. Project activity should be managed to ensure that sufficient funds are available to participate in these mobilizations. 405 OP funds are designated to be used exclusively for seat belt mobilizations (including pre and post seat belt surveys). However, once 405 OP funds are exhausted, 402 OP funds may also be used for seat belt mobilizations. 402 SE funds are designated exclusively for the speed mobilization. Other funds may not be used to supplement these funds (402 SE) for the speed mobilization. Submit a mobilization report within 15 days after a mobilization period in accordance with the format provided by the AHSO. Agency is urged to participate in sobriety checkpoints and/or saturation patrols during all DWI/DUI mobilizations.

8. Conduct other PI&E activities to support the objectives of this project. These activities will include, but are not limited to, issuing a news release at the beginning of the project period to notify the community of the project activities, conducting a minimum of two media exposures for each mobilization (e.g., news conferences, news releases, interview, reporter ride-along) and participating in a minimum of two (2) other community activities (e.g., community events, health fairs, booths, civic/school/employer presentations) during the year.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2010-2011 Selective Traffic
Enforcement Program (STEP) Grant
Page 21 of 28

WORK STATEMENT

9. The only costs eligible for reimbursement are selective enforcement (which includes officer pay and applicable benefits) and child safety seats (if child safety seats are an approved budget line item on this agreement's invoice forms). Officers may also be compensated at the selective enforcement rate for hours spent conducting seat belt surveys associated with mobilizations and time spent working at clinics associated with the proper installation of child safety seats. Hours spent conducting seat belt surveys, participating in sobriety checkpoints, or working at child safety seat clinics will not be used when calculating enforcement performance and should be reported separately on the supplemental monthly report form. Reimbursement is limited for officers working selective traffic enforcement to a rate that does not exceed one and one-half times the officer's regular hourly rate. Reimbursement is also limited to one officer per patrol vehicle. Officers compensated through this agreement shall work strictly within the scope of this project while performing duties in connection with and being funded by this agreement. Hours worked on and compensated through this agreement must not supplant (be a substitute for) regular officer hours and pay. Routine patrol functions, including crash investigations, will be assigned to personnel on regular duty. Should a project officer become involved in routine patrol functions while conducting selective enforcement, the officer will be compensated from other funds. ***No part-time personnel can be compensated through this agreement.*** **Note: Consistent with federal guidelines officers working Selective Enforcement should be compensated in accordance with recipient overtime policy and nothing in this agreement should be interpreted as authority to violate agency policy. Submit to the AHSO any revisions to agency overtime policy within 30 days of the effective date of the revision.**
10. If child safety seats are an approved budget line item on the invoice forms, purchase and loan child safety seats in accordance with AHSO policy. Seats must be purchased no later than February 28, 2011. Invoices for the seats must be submitted to the AHSO within 30 days of purchase. All purchases must be in compliance with local and state purchasing laws and regulations.
11. Ensure that all officers working on this project have successfully completed the National Highway Traffic Safety Administration's approved courses on occupant protection usage and enforcement (OPUE) or traffic occupant protection strategies (TOPS) training and standardized field sobriety testing (SFST) during the project period.
12. Ensure that all officers working this project are familiar with Act 308 of 2009 (the amended mandatory seat belt law). Effective June 30, 2009, the Act makes a violation of the mandatory seat belt law a "primary" offense for enforcement purposes.
13. Ensure that all officers working on this project are familiar with Act 470 of 2001 (the amended "Child Passenger Protection Act"). Effective August 13, 2001, all children under the age of fifteen (15) years must be restrained and any child under six (6) years of age and under sixty (60) pounds in weight must be restrained in a child safety seat. Violation of this Act is a primary offense, meaning that a vehicle may be stopped if there is probable cause to believe that the law is being violated.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2010-2011 Selective Traffic
Enforcement Program (STEP) Grant
Page 22 of 28

WORK STATEMENT

14. Ensure that all officers working on this project are familiar with Act 561 of 2001 (the “.08 BAC law”).
15. Submit monthly reimbursement requests, local match reporting form and activity reports, including PI&E activities, along with a cover letter(s) by the 15th of the subsequent month in accordance with formats provided by the AHSO. Also include with the reimbursement requests as back-up supporting documentation, payroll summary sheets which accurately reflects payroll disbursed by the agency for STEP for the time period requested and invoices for any eligible items purchased (i.e. child safety seats) along with proof of payment (i.e. copy of the check). The summary sheets must record each officer who worked, dates they worked, number of hours worked for each date, regular and overtime pay rates, applicable fringe rates and be signed by both the project coordinator and an agency payroll or fiscal department representative. An Annual Project Activity Report will be submitted in accordance with the format provided by the AHSO. Include with the annual report a tabulation of local funds contributed (50% required) to this project. This annual report and the final reimbursement request are due within 30 days following the end of the project period. Final reimbursement will not be made until a satisfactory annual report is submitted.
16. Create a project file for maintaining the agreement and financial documents. The file will contain a copy of this agreement, agreement terms, related ASP/AHSO policies and procedures, policies or procedures of the recipient related to this project's activities, copies of monthly activity reports, AHSO STEP daily worksheets, reimbursement requests, payroll summary sheets outlined in Work Statement 15, other supporting financial documentation such as payroll printouts and invoices, a copy of daily time sheets which reflect regular and selective enforcement hours worked correspondence relating to the agreement, and documentation of any public information activities. The file must be maintained in one location and is subject to review by State and Federal authorities responsible for oversight of this agreement. **Copies of all time sheets and original AHSO STEP daily worksheets for all selective enforcement officers paid through this agreement must be kept in this file. All time sheets must have officer's and supervisor's signatures with attached supporting documents. All AHSO STEP daily worksheets must be completed properly and have the officer's and a supervisor's signature to be eligible and approved for reimbursement.**

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2010-2011 Selective Traffic
Enforcement Program (STEP) Grant
Page 23 of 28

WORK STATEMENT

- B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:
1. Reimburse the recipient for all eligible costs incurred in accordance with provisions stated in the Subgrant Agreement/Contract Terms. An analysis of reimbursable costs is provided in the attached Subgrantee Invoice Form.
 2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.
 3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.

**Arkansas State Police
Highway Safety Office
Subgrantee Invoice Form
FY 2011
Selective Traffic Enforcement Program**

SUBGRANT #:	OP-2011-03-02-11	AWARD PERIOD:	10/1/10 - 9/30/11		
	K2-2011-14-02-11	CFDA TITLE:	State & Community Highway Safety		
	SE-2011-13-01-11	AWARD AMOUNT:	\$ 53,000.00	CFDA#	20.600
	K8-2011-08-06-11	CFDA TITLE:	Occupant Protection Incentive Grant		
		AWARD AMOUNT:	\$ 9,000.00	CFDA#	20.602
EIN (Tax ID #):	71-6018462	CFDA TITLE:	Alcohol Traffic Safety and Drunk Driving Incentive Grants		
		AWARD AMOUNT:	\$ 29,200.00	CFDA#	20.601
		TITLE:	Child Passenger Protection Fund (SCP)		
		AWARD AMOUNT:	\$ 12,000.00	CFDA#	N/A
Request Period:					
Project:	Selective Traffic Enforcement Project (STEP)				
Subgrantee Name:	Fayetteville Police Department	Telephone #:	(479) 587-3500		
Mailing Address:	100-A West Rock Street	Fayetteville	Arkansas	72701	
Budget Categories	Approved Budget	Revised* Budget	Previous Expenditures	Expenditures This Period	Total Expenditures
PERSONAL SERVICES					
Overtime - Seat Belt Enforcement - 402 OP	\$51,000.00				\$51,000.00
Overtime - SB Mobilizations Enforcement - 405 OP	\$9,000.00				\$9,000.00
Overtime - Speed Mobilization Enforcement - 402 SE	\$2,000.00				\$2,000.00
Overtime - DWI Enforcement - 410 K8	\$29,200.00				\$29,200.00
OTHER DIRECT COSTS					
Child Safety Seats (State)	\$12,000.00				\$12,000.00
Total	\$103,200.00				\$103,200.00

Must include all equipment acquisitions of low value (500.00 - 2,500.00) or capital (2,500.00 or greater) and submit subgrantee low value and capital equipment inventory form with invoice form.

On behalf of the subgrantee listed above, I certify that the items for which payment is claimed were furnished under the authority of the law and in accordance with the terms of our grant with the Arkansas State Police, Highway Safety Program and that the charges are reasonable, proper, and no part of this claim has been paid.

Amount of this Request

Signature of Subgrantee:		Date:	
Title:		Contact Phone:	
Contact Person:			

ARKANSAS STATE POLICE USE ONLY		OUTLINE AGREEMENT #:	
VENDOR #:	AGENCY CODE: 0960	DOC#:	
PO #:	GOODS REC.#:	MATERIAL #:	10119381

General Ledger #	Fund	Fund Center	Invoice / Reference #	Cost Center	IO/WBS	AMOUNT
5100001000	SMP2003	1FJ		456708	F.0960.402-11-OP-001-S	
5100001000	SMP2003	1FJ		456708	F.0960.402-11-SE-001-S	
5100001000	SMP3003	1FJ		456727	F.0960.405-11-K2-001-S	
5100001000	SMP2203	1FJ		456709	F.0960.410-11-K8-001-S	
5100001000	SCP0000	1FD		456714	NA	
TOTAL						

REVIEWED & APPROVED TO PAY BY:		DATE:	
--------------------------------	--	-------	--

Attach Completed Line Item Detail Sheet and Mail To:

Arkansas State Police
Highway Safety Office
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

FAXED BILLS WILL NOT BE ACCEPTED

Arkansas State Police
Highway Safety Office
Line Item Details
FY 2011
Selective Traffic Enforcement Program

A. 4
2010-2011 Selective Traffic
Enforcement Program (STEP) Grant
Page 25 of 28

Attach to Page 19

Fayetteville Police Department
Selective Traffic Enforcement Project (STEP)

FOR THE PERIOD	Transfer
	Totals to
	Page 19

Overtime Selective Enforcement (402)

Selective Enforcement 402 OP Seat Belt Enforcement

Selective Enforcement 402 SE Speed Mobilization Only

Subtotal

Overtime Selective Enforcement (405)

Selective Enforcement 405 OP Seat Belt Mobilizations Only

Subtotal

Overtime Selective Enforcement (410)

Selective Enforcement 410 K8 DWI Enforcement

Subtotal

Child Safety Seats (State)

Item 1

Item 2

Item 3

Subtotal

TOTAL BILLED

--

**Arkansas State Police
 Highway Safety Office
 Subgrantee Local Match Form
 FY 2011
 Selective Traffic Enforcement Program**

SUBGRANT #:	OP-2011-03-02-11	AWARD PERIOD:	10/1/10 - 9/30/11			
	K2-2011-14-02-11	CFDA TITLE: State & Community Highway Safety				
	SE-2011-13-01-11					
	K8-2011-08-06-11					
EIN (Tax ID #):	71-6018462					
Report Period:						
Project:	Selective Traffic Enforcement Project (STEP)					
Subgrantee Name:	Fayetteville Police Department			Telephone #:	(479) 587-3500	
Mailing Address:	100-A West Rock Street	Fayetteville	Arkansas	72701		
Budget Categories	Approved Budget	Revised Budget	Previous Expenditures	Expenditures This Period	Total Expenditures	Remaining Budget
Personal Services	\$54,650.00					\$54,650.00
Maintenance and Operations	\$24,550.00					\$24,550.00
Total	\$79,200.00					\$79,200.00

Amount of this Report

Signature of Subgrantee:		Date:	
Title:			
Contact Person:		Contact Phone:	

Arkansas State Police
 Highway Safety Office
 #1 State Police Plaza Drive
 Little Rock, Arkansas 72209

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2010-2011 Selective Traffic
Enforcement Program (STEP) Grant
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ACCEPTANCE AND AUTHORIZATION TO PROCEED

It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU); subsequent U.S. Department of Transportation funding reauthorization; and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 49 CFR Part 18 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix (Subgrant Agreement/Contract Terms and Attachment), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient has appointed the following official representatives with legal authority to accept this subgrant agreement, acknowledge the certifications and assurances on pages 5 – 13 and provide such additional information as may be required.

A. SUBGRANT DIRECTOR

B. AUTHORIZING OFFICIAL

1. Signature: 

1. Signature: _____

2. Name: Greg Tabor

2. Name: Honorable Lioneld Jordan

3. Title: Chief of Police

3. Title: Mayor

4. Date: 9-14-10

4. Date: _____

Approval to proceed, effective 10-1-2010 to 9-30-2011 with committed Federal funds of \$91,200 and State funds of \$12,000, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

Director, Arkansas State Police
and
Governor's Highway Safety Representative

Date

City of Fayetteville Staff Review Form

A. 5
 Citizen Donation Revenue
 Page 1 of 4

City Council Agenda Items
 and
 Contracts, Leases or Agreements

10/5/2010

City Council Meeting Date
 Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing the Donation revenue received from a citizen for purchasing microchips for the Pet Wellness Expo event on October 16, 2010 in the amount of \$1000.

Cost of this request

1010.2740.5200.03

Account Number

03048-1

Project Number

\$

Category / Project Budget

\$

Funds Used to Date

\$

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Community Services

Fund Name

Budgeted Item

Budget Adjustment Attached

X

Department Director

09-03-1010
 Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

9-3-10
 Date

Finance and Internal Services Director

9-7-2010
 Date

Received in City Clerk's Office 09-03-10P03:17 RCVD
 Kim J.

Chief of Staff

9-7-10
 Date

Received in
 Mayor's Office

Mayor

9/7/10
 Date



Staff recommends approval of the Budget Adjustment.

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development 

From: Yolanda Fields, Dir. Community Services 

Date: September 3, 2010

Subject: Approval of a Budget Adjustment for the Community Services Division

PROPOSAL:

Community Services would like to recognize donation revenue that was received from a citizen for purchasing microchips for the Pet Wellness Expo event scheduled for October 16, 2010.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Community Services Animal Shelter Donation Revenue for the purchase of microchips for the Pet Wellness Expo on October 16, 2010.

BUDGET IMPACT:

Increase the Animal Shelter Donations Vet Supplies account by \$1000 for purchase of the Pet Wellness Expo microchips.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,000.00 TO RECOGNIZE REVENUE FROM A CITIZEN DONATION FOR PURCHASING MICROCHIPS FOR THE PET WELLNESS EXPO EVENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A," in the amount of \$1,000.00 to recognize revenue from a citizen donation for purchasing microchips for the Pet Wellness Expo Event.

PASSED and APPROVED this 21st day of September, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 5 Citizen Donation Revenue

Page 4 of 4

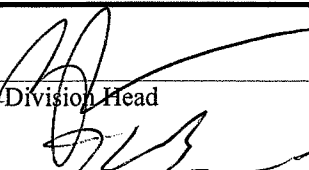
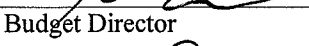
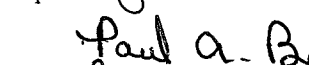
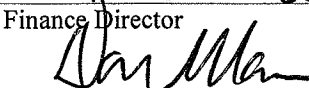
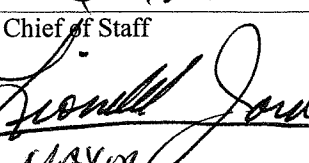
Budget Year 2009 2010	Department: Division: Program:	Date Requested 9/3/2010	Page 4 of 4 Adjustment Number
--	--------------------------------------	--------------------------------	----------------------------------

Project or Item Added/Increased: Increase Donations Vet Supplies account by \$1000.	Project or Item Deleted/Reduced: Increase in revenue from Shelter donation account in the amount of \$1000.
---	---

Justification of this Increase: Recognize revenue of \$1000 donation for purchasing microchips for the Pet Wellness Expo event	Justification of this Decrease:
--	--

Account Name	Increase Budget				Amount	Project Number
	Account Number					
Veterinary Supplies	1010	2740	5200	03	1,000	03048 1

Account Name	Decrease Budget				Amount	Project Number
Account Number						
Donations - Animal Shelter	1010	0001	4808	00	1,000	03048 1

 Division Head	9/3/10 Date
 Budget Director	Date
 Department Director	01.03.2010 Date
 Paul A. Berlin Finance Director	9-3-2010 Date
 Dan Man Chief of Staff	9-7-10 Date
 Leonard Jordan Mayor	9/7/10 Date

V.090403

Budget & Research Use Only

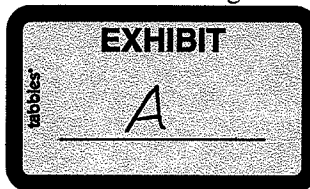
Type:	A	B	C	D	E
-------	---	---	---	---	---

Requested By _____ Rachel _____

General Ledger Date _____

Posted to General Ledger _____

Initial	Date
---------	------



City of Fayetteville Staff Review Form

A. 6
 Department of Justice Community
 Oriented Policing Services (COPS) Grant
 Page 1 of 12

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

10/5/2010

**City Council Meeting Date
 Agenda Items Only**

Greg Tabor
Submitted By

Police
Division

Police
Department

Action Required:

Acceptance of a non-matching grant award from the Department of Justice Community Oriented Policing Services (COPS) for Technology Program funding for the purchase of radio equipment and approval of a budget adjustment in the amount of \$750,000.

\$ 750,000.00
 Cost of this request

\$ 750,000.00
 Category / Project Budget

AWIN Communication System
 Program Category / Project Name

4470-9470-5210.00
 Account Number

\$ -
 Funds Used to Date

Grant
 Program / Project Category Name

08076-2010
 Project Number

\$ 750,000.00
 Remaining Balance

Capital Improvements Fund
 Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

[Signature] 9-16-10
 Department Director Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

[Signature] 9-17-10
 City Attorney Date

Original Contract Number: _____

Paul A. Bahr 9-17-2010
 Finance and Internal Service Director Date

Received in City Clerk's Office 09-16-10 P03:38 RCVD
910

[Signature] 9-20-10
 Chief of Staff Date

[Signature] 9/20/10
 Mayor Date

Received in Mayor's Office
 ENTERED 9/17/10
[Signature]

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: September 17, 2010

Subject: Acceptance of COPS Technology Grant Award for the purchase of Radio Equipment

PROPOSAL:

The City of Fayetteville is in the process of replacing and upgrading the radio communications system. This system was originally installed in 1985 with an upgrade in 2000. As our city has grown, our radio communication coverage has declined. Currently we have areas in town such as the NWA Mall, west of I-540 along Wedington Road, Rolling Hills/College Avenue, and Old Wire/Crossover Road where radio coverage is very weak or non-existent. The replacement of our radio communication system has been an unfunded Capital Improvements Project for the last several years.

This grant is the third funding acquired for this project. The proposal we received in September 2010 estimated the total project cost \$7.4 million dollars. Other funding sources include additional federal grants, impact fees, and enterprise funds contributions. This project will include upgrade to Mount Sequoyah radio tower, additional sites on Dinsmore Trail and the Johnson area. These tower sites will be simulcast sites and connected to the Arkansas Wireless Information Network (AWIN). We will also replace 259 mobile radios, 360 portable radios, and 30 control stations.

RECOMMENDATION:

Staff recommends acceptance of this non-matching grant award from the Department of Justice Community Oriented Policing Services (COPS) for Technology Program funding for the purchase of radio equipment and approval of a budget adjustment in the amount of \$750,000.

BUDGET IMPACT:

This grant is non-matching, but the maintenance of the new equipment, after one-year warranty expires, could cause a slight increase in maintenance fees.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A U.S. DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES FOR TECHNOLOGY PROGRAM (COPS) NON-MATCHING GRANT AWARD IN THE AMOUNT OF \$750,000.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a U.S. Department of Justice Community Oriented Policing Services for Technology Program (COPS) non-matching grant award in the amount of \$750,000.00.

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

PASSED and APPROVED this 5th day of October, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 6
Department of Justice Community
Oriented Policing Services (COPS) Grant
Page 4 of 12

Budget Year 2010	Department: Police Division: Central Dispatch Program: Central Dispatch	Request Date 10/5/2010	Adjustment Number
--------------------------------	---	--------------------------------------	--------------------------

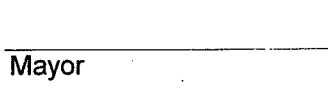
JUSTIFICATION TO INCREASE PROJECT / ITEM:

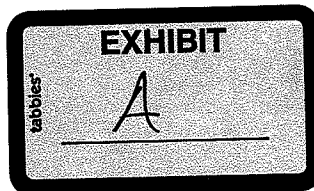
Establish an expense budget for the 2010 COPS Technology grant award from the Department of Justice for the purchase of radio equipment to implement the AWIN Communication System.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

Recognize revenue from the 2010 COPS Technology grant award from the Department of Justice to fund implementation of the AWIN Communication System.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Minor Equipment	4470.9470.5210.00	750,000		08076 . 2010
Federal Grants - Capital	4470.0947.4309.00		750,000	08076 . 2010
				.
				.
				.
				.
				.
TOTAL		<u>750,000</u>	<u>750,000</u>	

Division Head  Date: 9-16-10 Budget Director  Date: 9-16-10 Department Director  Date: 9-20-10 Finance Director  Date: 9-20-10 Chief of Staff  Date: 9-20-10 Mayor  Date: 9-20-10	Requested By _____ wnewman Budget & Research Use Only Type: A B C <u>D</u> E Description: _____ 0 General Ledger Date _____ Posted to General Ledger Initial _____ Date _____ Posted to Project Accounting Initial _____ Date _____
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U.S. Department of Justice

A. 6
Department of Justice Community
Oriented Policing Services (COPS) Grant
Page 5 of 12

Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Ave., NW
Washington, DC 20530

September 3, 2010

Chief of Police Greg Tabor
Fayetteville, City of
100-A West Rock Street
Fayetteville, AR 72701

Re: Technology Program Grant #2010CKWX0205
ORI#: AR07201

Dear Chief of Police Tabor:

Congratulations! On behalf of Attorney General Eric Holder, I am pleased to inform you that the COPS Office has approved your agency's request for funding in the amount of \$750,000 under the COPS Technology Program. Enclosed in this packet is your grant award. **The award document must be signed and returned to the COPS Office within 90 days from the date of this letter to officially accept your grant.** Beginning on the reverse side of the grant award is a list of conditions that apply to your grant. You should read and familiarize yourself with these conditions. In addition, your Grant Owner's Manual and other important information to assist you with the implementation of your award are available online at <http://www.cops.usdoj.gov/Default.asp?Item=2431>.

The official start date of your grant is December 16, 2009. Therefore, you can be reimbursed for approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process, and grant funds may only be used for approved items. Also, please be aware that any vendor or contractor who participated in drafting your grant application may not receive federal funding for any procurement under this award.

Once again, congratulations on your Technology Program award. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1.800.421.6770.

Sincerely,

Bernard K. Melekian
Director



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
Law Enforcement Technology
Treasury Account Symbol (TAS) 15X0406

A. 6
Department of Justice Community
Oriented Policing Services (COPS) Grant
Page 6 of 12

Grant #: 2010CKWX0205

ORI #: AR07201

Applicant Organization's Legal Name: Fayetteville, City of

OJP Vendor #: 716018462

DUNS#: 075657742

Law Enforcement Executive: Chief of Police Greg Tabor

Address: 100-A West Rock Street

City, State, Zip Code: Fayetteville, AR 72701

Telephone: (479) 587-3500

Fax: (479) 587-3522

Government Executive: Mayor Lioneld Jordan

Address: 113 West Mountain Street

City, State, Zip Code: Fayetteville, AR 72701

Telephone: (479) 575-8330

Fax: (479) 575-8257

Award Start Date: 12/16/2009

Award End Date: 12/15/2012

Award Amount: \$ 750,000.00

AUG 30 2010

Bernard Melekian
Director

Date

By signing this Award Document, the grantee agrees to abide by all 20 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the
Authority to Accept this Grant Award

Greg Tabor, Chief of Police
Typed Name and Title of Law Enforcement
Official

9-16-10
Date

Signature of Government Official with the Authority to
Accept this Grant Award

Lioneld Jordan, Mayor
Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
96408

U.S. Department of Justice
Office of Community Oriented Policing Services
2010 Technology Program Grant Terms and Conditions

A. 6
Department of Justice Community
Oriented Policing Services (COPS) Grant
Page 7 of 12

18. The grantee agrees to comply with 28 C.F.R. Part 61 (Procedures for Implementing the National Environmental Policy Act).
19. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
20. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).



U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division
Law Enforcement Technology

A. 6
Department of Justice Community
Oriented Policing Services (COPS) Grant
Page 8 of 12

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Chief of Police Greg Tabor
Fayetteville, City of

From: Andrew A. Dorr, Assistant Director for Grants Administration
Raymond Reid, Grant Program Specialist
Budget Prepared By: Raymond Reid, Grant Program Specialist

Re: Law Enforcement Technology Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

OJP Vendor #: 716018462

ORI #: AR07201

DUNS #: 075657742

Grant #: 2010CKWX0205

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Equipment	\$750,000.00	\$750,000.00	\$0.00	
Direct Costs:	\$750,000.00	\$750,000.00	\$0.00	
Grand Total	\$750,000.00	\$750,000.00	\$0.00	
Grand Total:	Federal Share:	\$ 750,000.00		
	Applicant Share:	\$ 0.00		

Cleared Date: 8/17/2010

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the three-year grant period. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of \$100,000, grantee must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for consultant fees in excess of \$550 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this grant award. The vendor number should not be used for IRS purposes and only applies to this grant



ACCEPTING YOUR 2010 COPS GRANT AWARD

Frequently Asked Questions

HOW DO I ACCEPT THIS AWARD?

Accepting your COPS award is a simple and straightforward process. The award document to accept your new grant can be found in the award packet. Other important information about your award can be found online at www.cops.usdoj.gov. You should carefully read all award information prior to signing the award document and accepting your grant.

- **COPS Grant Award Document** – To accept your award, this document must be signed by the top law enforcement and government executives or agency executives as indicated on your award document, and then returned to the COPS Office.

WHERE CAN I FIND THE SUPPORTING PAPERWORK FOR MY AWARD, SUCH AS THE GRANT OWNER'S MANUAL?

For your convenience, we have several supporting documents available online at www.cops.usdoj.gov to assist you in implementing your grant. These resources include:

Grant Owner's Manual	Federal Financial Report (SF-425)	Frequently Asked Questions (SF-425)
Helpful Hints Guide (SF-425)	Grant Payment Request System Information	SF-425 Fact Sheet
Change of Information Sheet	Publication Request Form	Federal Civil Rights Letter

WHO MUST SIGN THE AWARD DOCUMENT?

The law enforcement and government executives (as indicated on your award document) that have ultimate financial and programmatic authority for the grant must sign the award document. They are generally the highest-ranking officials within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent for law enforcement executives, and Mayor, City Administrator, Tribal Chairman, or equivalent for government executives). For non-law enforcement agencies (universities, private organizations, etc.), the authorized officials are the programmatic and financial officials who have the ultimate signatory authority to sign contracts on behalf of your organization. Typically, these are the same executives who signed the forms located in your application package.

ARE PHOTOCOPIED OR STAMPED SIGNATURES ACCEPTABLE ON THE AWARD DOCUMENT?

No. All signatures on the award document must be original. Stamped or photocopied signatures will not be accepted.

MAY I RETURN A SIGNED PHOTOCOPY OF THE AWARD DOCUMENT?

No. Only a signed, original award document (i.e., the actual document mailed to you by the COPS Office) will be accepted.

HOW LONG DO I HAVE TO RETURN THE SIGNED AWARD DOCUMENT?

Your agency has 90 days from the date listed on the award congratulatory letter to return your signed award document to the COPS Office. Failure to return your signed award document within the 90-day time frame will result in your inability to access grant funds, and may result in your agency being withdrawn from your COPS grant program.

THE GOVERNING BODY IN MY JURISDICTION NEEDS MORE TIME BEFORE GIVING FINAL APPROVAL TO ACCEPT THIS GRANT. WHAT DO I DO?

If your agency needs more than 90 days to sign and return the award document, please contact your Grant Program Specialist at 1.800.421.6770 to request an extension of the return period. All time extension requests for the purposes of returning the award document will be considered on a case-by-case basis.

WHERE DO I MAIL THE SIGNED AWARD DOCUMENT?

Your signed award document should be mailed to the following address:

For the Methamphetamine Initiative and Technology Program:

U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 9th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

For the COPS Hiring Program (CHP), Child Sexual Predator Program (CSPP), Secure Our Schools Program (SOS), or the Tribal Methamphetamine Initiative (Tribal –Meth):

U.S. Department of Justice, COPS Office
ATTN: [Grant Program Name] Control Desk, 8th Floor
1100 Vermont Avenue, NW
Washington, DC 20530 (20005 for overnight delivery)

PLEASE NOTE: Beginning **October 18, 2010**, your signed COPS award document and all other correspondence should be directed to the new COPS Office mailing address:

U.S. Department of Justice, COPS Office
Grants Administration Division
ATTN: [Insert Program Name] Control Desk
145 N Street N.E., 11th Floor
Washington, DC 20530

Before you can draw down these grant funds, the COPS Office must receive the signed award document from your agency. To ensure that we receive your signed award in a timely manner, **we encourage you to submit your signed award by express or overnight delivery service.**

WHAT IF THE GOVERNMENT AND/OR LAW ENFORCEMENT EXECUTIVE INFORMATION ON THE AWARD DOCUMENT HAS CHANGED?

Please review the information on your award document carefully. If a change in information (address, phone number, etc.) has occurred, **do not change or correct that information on the award document.** Rather, a Change of Information form should be submitted to our office along with the original, signed award document. Any alterations to the original award will invalidate the document. You may submit a Change of Information form online through "Account Access" at www.cops.usdoj.gov, or you may print a fillable form to submit via fax or mail. Complete the relevant part(s) of that document and submit it to the COPS Office. The COPS Office will then update our records to reflect any changes.

If the actual law enforcement or government executive listed on the award document has changed, the new executive in that position should simply sign the award document. Again, **do not alter any executive information shown on your award document, even if it needs to be updated.** Simply complete a Change of Information form as described above in order to reflect the new executive.

WHERE CAN I FIND A LIST OF CONDITIONS THAT APPLY TO MY GRANT?

Beginning on the reverse side of your award document, you will find your award's grant terms and conditions. The same conditions can also be found in the Grant Owner's Manual, which is available online at www.cops.usdoj.gov. Please read and familiarize yourself with these conditions.

I STILL HAVE QUESTIONS ABOUT MY AWARD. WHAT DO I DO?

If you still have questions, please feel free to call the COPS Office Response Center at 1.800.421.6770 and ask to speak with your Grant Program Specialist.

City of Fayetteville Staff Review Form

A. 7
 Bid #10-50 (Sivad, Inc.)
 Educational Equipment
 Page 1 of 48

City Council Agenda Items
 and
 Contracts, Leases or Agreements

~~N/A~~ 10-5-10

City Council Meeting Date
 Agenda Items Only

Karen Minkel

Submitted By

Division

Strategic Planning

Department

Action Required:

A resolution awarding Bid 10-50, Educational Equipment and Learning Systems, to Sivad, Inc. in the amount of \$95,714.

\$ 95,714.00
 Cost of this request

\$ 100,000.00
 Category / Project Budget

GIF/NWACC training equipment
 Program Category / Project Name

2230.8001.5801.00
 Account Number

\$ 71.25
 Funds Used to Date

Strategic Planning
 Program / Project Category Name

10025.2010
 Project Number

\$ 99,928.75
 Remaining Balance

General Fund
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Karen Minkel
 Department Director

9/17/10
 Date

Previous Ordinance or Resolution # RES 10-10

Chris Kelly
 City Attorney

9-20-10
 Date

Original Contract Date:

Original Contract Number: 3-FY10-GIF

Paul A. Becher
 Finance and Internal Services Director

9-20-2010
 Date

Received in City Clerk's Office 09-17-10 P03:00 RCVD

Kim J.

Jim Mann
 Chief of Staff

9-21-10
 Date

Received in Mayor's Office



Frederick Jordan
 Mayor

9/21/10
 Date

Comments:



www.accessfayetteville.org

A. 7
Bid #10-50 (Sivad, Inc.)
Educational Equipment

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Don Marr, Chief of Staff

From: Karen Minkel, Strategic Planning and Internal Consulting Director *K.M.*

Date: September 1, 2010

Subject: A resolution awarding Bid 10-50, Educational Equipment and Learning Systems, to Sivad, Inc. in the amount of \$95,714.

PROPOSAL:

The City of Fayetteville, in partnership with NorthWest Arkansas Community College's (NWACC) Center of Excellence, received an award of \$100,000 from the Arkansas Economic Development Commission to purchase state of the art equipment to support training in weatherization, energy efficiency, and other green initiatives to promote economic development in these areas. These equipment purchases will assist the Center of Excellence for Energy Efficiency in initiating training opportunities in both Washington and Benton Counties.

The City Council approved the application for these funds on January 19, 2010. Sivad, Inc. submitted the only bid proposal in response to the equipment request. Two items in the purchase require additional explanation. The Air Conditioning/Heat Pump Troubleshooting Learning System was not included in the initial bid. NWACC secured three quotes for this additional item, and the best quote was provided by Sivad, Inc. The Electric Motor Control Learning System was included in the bid as part of a larger system at \$22,308. The Center of Excellence only needed one part of this system, which only costs \$9,749. A detailed breakdown of the parts was provided by Sivad, Inc. and included in this packet.

RECOMMENDATION:

Staff recommends awarding Bid 10-50, Educational Equipment and Learning Systems, to Sivad, Inc. in the amount of \$95,714.

BUDGET IMPACT:

This bid amount will spend most of the \$100,000 grant the City received from the Arkansas Economic Development Commission.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-50 AND AUTHORIZING A CONTRACT WITH SIVAD, INC. IN THE AMOUNT OF \$95,714.00 FOR EDUCATIONAL EQUIPMENT AND LEARNING SYSTEMS RELATED TO WEATHERIZATION, ENERGY EFFICIENCY AND OTHER GREEN INITIATIVES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-50 and authorizes a contract with Sivad, Inc. in the amount of \$95,714.00 for educational equipment and learning systems related to weatherization, energy efficiency and other green initiatives.

PASSED and APPROVED this 5th day of October, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.: _____ Date: A. 7
 P.O Number: _____ Expected Delivery Date: Bid #10-50 (Sivad, Inc.)
 Educational Equipment
 Page 4 of 48

Vendor #: New	Vendor Name: Sivad, Inc.	Mail Yes: _____ No: _____
Address: 1234 Lakeshore Drive		Taxable Yes: <u>X</u> No: _____
City: Hot Springs	State: AR	Quotes Attached Yes: <u>X</u> No: _____
Requester: Karen Minkel	Zip Code: 71913	Divison Head Approval: <i>Karen Minkel</i>
	Ship to code:	Extension: 271
	Requester's Employee #: 2561	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	T7082-A Air Conditioning /Heat Pump Troubleshooting Learning System	1	1	19,998.00	\$19,998.00	2230.8001.5801	10025.201		
2	85-MT5 Electric Motor Control LearningSystem	1	1	9,749.00	\$9,749.00	2230.8001.5801	10025.201		
3	T7083 Environmental Applications Learning System	1	1	8,511.00	\$8,511.00	2230.8001.5801	10025.201		
4	950-SPT1 Solar PV Troubleshooting Learning System	1	1	23,685.00	\$23,685.00	2230.8001.5801	10025.201		
5	950-SPT1 Solar Thermal Closed-Loop Troubleshooting System	1	1	23,870.00	\$23,870.00	2230.8001.5801	10025.201		
6	613-43 Pony Brake	1	1	706.00	\$706.00	2230.8001.5801	10025.201		
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: **\$86,519.00**
 Tax: **\$6,599.41**
 Total: **\$93,118.41**

Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Finance & Internal Services Director: _____	Budget Manager: _____	IT Manager: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 10-50, Educational Equipment & Learning Systems

DEADLINE: Friday, August 27, 2010 at 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Friday, August 13, 2010

INVITATION TO BID

BID 10-50, EDUCATIONAL EQUIPMENT & LEARNING SYSTEMS

No late bids shall be accepted. Bid's shall be submitted in sealed envelopes labeled "Bid 10-50, Educational Equipment and Learning Systems" with the name and address of the bidder.

All Proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Sivad, Inc
Contact Person: Richard Carr Title: AR Sales manager
E-Mail: rcarr@sivadinc.com Phone: 501-520-0503
Business Address: 1234 Lakeshore Dr.
City: Hot Springs State: AR Zip: 71913
Signature: [Signature] Date: 8/23/10

City of Fayetteville
 Bid 10-50, Educational Equipment & Learning Systems
 SECTION C: Bid Form – REVISED PER ADDENDUM 1

*GUARANTEED DELIVERY DATE: 90 Days from Date of Purchase order

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	T7017 AC/DC Electrical Learning System	1	\$ <u>5337.00</u>	\$ <u>5337.00</u>
	*MANUFACTURER: <u>Amatrol</u>		MODEL: <u>T7017</u>	<u>YES</u>
2.	85-MT5 Electric Motor Control Learning System	1	\$ <u>22,308.00</u>	\$ <u>22,308.00</u>
	*MANUFACTURER: <u>Amatrol</u>		MODEL: <u>85-MT5 + 85-MT5A - 85-MT5F</u>	<u>YES</u>
2b.	Amatrol Model 613-43 Pony Brake	1	\$ <u>706.00</u>	\$ <u>706.00</u>
	*MANUFACTURER: <u>Amatrol</u>		MODEL: <u>613-43 Pony Brake</u>	<u>YES</u>
3.	The House of Pressure	1	\$ <u>no bid</u>	\$ <u>no bid</u>
	*MANUFACTURER: <u>no bid</u>		MODEL: <u>no bid</u>	
4.	Fluke TiR32 Building Diagnostics Thermal Imager	1	\$ <u>no bid</u>	\$ <u>no bid</u>
	*MANUFACTURER: <u>no bid</u>		MODEL: <u>no bid</u>	
5.	94-TS-1 Thermal Systems 1	1	\$ <u>15,866.00</u>	\$ <u>15,866.00</u>
	*MANUFACTURER: <u>Amatrol</u>		MODEL: <u>94-TS-1</u>	<u>YES</u>
6.	T7083 Environmental Applications Learning System	1	\$ <u>8511.00</u>	\$ <u>8511.00</u>
	*MANUFACTURER: <u>Amatrol</u>		MODEL: <u>T7083</u>	<u>YES</u>
7.	950-SPT1 Solar PV Troubleshooting Learning System	1	\$ <u>23,685.00</u>	\$ <u>23,685.00</u>
	*MANUFACTURER: <u>Amatrol</u>		MODEL: <u>950-SPT-1</u>	<u>YES</u>
7b.	Solar PV Array Station	1	\$ <u>6192.00</u>	\$ <u>6192.00</u>
	*MANUFACTURER: <u>Amatrol</u>		MODEL: <u>95-SPA1</u>	<u>YES</u>

8. 950-STCL1 Solar Thermal Closed-Loop
Troubleshooting Learning System 1 \$ 23,870.00 \$ 23,870.00

*MANUFACTURER: Anatrol MODEL: 950-STCL-1 Y.S

8b. Sun Simulator 1 \$ 4823.00 \$ 4823.00

*MANUFACTURER: Anatrol MODEL: 95-ST5-1 solar thermal sun simulator Y.S

TOTAL BASE BID (Item 1 through 8): \$ 111,298.00
Sum of Items 1 through 8

***Note: Bid evaluation for award will be based on Total Base Bid.**

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. The City of Fayetteville reserves the right to award the bid in its whole, by line item, or all rejection.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Sivad, Inc
Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: 1234 Lakeshore Dr.

*CITY: Hot Springs *STATE: AR *ZIP: 71913

*PHONE: 501-520-0503/501-749-2215 FAX: 501-520-0537

*E-MAIL: rcarr@sivadinc.com

*BY: (PRINTED NAME) Richard A. Carr

*AUTHORIZED SIGNATURE: W.A. Carr 8/27/2010

*TITLE: Arkansas Sales Manager

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. The City of Fayetteville reserves the right to award the bid in its whole, by line item, or all rejection.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Sivad, Inc
Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: 1234 Lakeshore Drive

*CITY: Hot Springs *STATE: AR *ZIP: 71913

*PHONE: 501-520-0503/501-749-2215 FAX: 501-520-0537

*E-MAIL: rcarr@sivadinc.com

*BY: (PRINTED NAME) Richard A. Carr

*AUTHORIZED SIGNATURE: R.A.C

*TITLE: Arkansas Sales Manager

Acknowledge Addenda:

Add. No. <u>1</u>	Dated: <u>8/25/10</u>
Add. No. _____	Dated: _____
Add. No. _____	Dated: _____
Add. No. _____	Dated: _____
Add. No. _____	Dated: _____

City of Fayetteville
Bid 10-50, Educational Equipment & Learning Systems
SECTION D: Statement of Disclosure – To Be Submitted With ALL BIDS

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

 X 1) NO KNOWN RELATIONSHIP EXISTS

 2) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Richard A. Carr
Printed Name

RA. C
Signature

8/24/2010
Date

City of Fayetteville

Bid 10-50, Educational Equipment & Learning Systems

SECTION E: Authorized Negotiator Information – To Be Submitted With ALL Proposals

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

PART I: Primary Contact Information:

Name of Firm: Sivad, Inc.

Name of Primary Contact: Richard Carr

Title of Primary Contact: Arkansas Sales Manager

Phone#1 (cell preferred): 501-749-2215 Phone#2: 501-520-0503

E-Mail Address: rcarr@sivadinc.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? ☒ YES ☐ NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Date: 8/24/10

Signed: M. D. R.

Bid 10-50, Addendum 1

Bid 10-50, Educational Equipment and Learning Systems

City of Fayetteville – Purchasing Division
 113 W. Mountain – Room 306
 Fayetteville, AR 72701
 Phone: 479.575.8220
 E-Mail: aforen@ci.fayetteville.ar.us

Date: Wednesday, August 25, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

- 1.) The bid form used for this project has been revised per this addendum. **Reference page 3 for the revised bid form.** All bidders shall use the attached bid form, as revised per this addendum. Failure to submit bids on the correct bid form will result in your bid being rejected.
- 2.) All references to electrical power in "Additional Required Items" will be provided by others and is not included as a direct requirement for this bid.
- 3.) Reference – **Line Item 1:**
 - a. Additional Required Items o.ii and o.iii are hereby REMOVED
- 4.) Reference – **Line Item 2:**
 - a. Additional Required Items b.iii and b.iv are hereby REMOVED
 - b. Line Item 2b is added to include item b.i as a required item for an Amatrol Model 613-43 Pony Brake, priced separately
- 5.) Reference – **Line Item 5:**
 - a. Line Item 5 specifications listed in the original bid shall be completely replaced with the following:

Line Item 5 is revised to the following specifications:

Thermal systems play a key role in industry, commercial, and residential applications by providing heating and cooling of living spaces, food storage, and various manufacturing processes. The model 94-TS-1 Thermal Systems 1 Unit teaches a wide range of applications based on the thermal concepts of thermodynamics and heat transfer. Thermal applications include refrigeration, air conditioning, and heat pumps.

The 94-TS-1 Unit consists of two student workstations: T7082 Thermal System and T7081 Applied Thermal Science System. The model T7082 Thermal System is a working thermal system with industrial components that can perform heat pump, air conditioning, and refrigeration systems operation. The T7081 includes thermal science apparatus to demonstrate the principles on which modern thermal systems are based.

The T7081 components are stored in full view of the student with silk-screened outlines and labels to enable students to quickly find the components needed for their setups and easily return them to their proper storage locations. This feature also enables teachers to identify missing components at a glance.

The T7081 Applied Thermal Science System supports a full range of thermal science experiments including heat transfer and thermodynamics. This system provides the fundamental understanding of thermal systems necessary before exploring the applications taught by the T7082 Thermal System. Students will use the T7081 to prove concepts and learn how to make calculations to predict system performance.

The T7082 is a working refrigeration system that uses the principle of vapor compression, the most popular refrigeration method employed today. The T7082 demonstrates both refrigeration and air conditioning applications. It also includes a reversing valve and associated components to switch the system to heat pump operation as well.

The T7082 includes many instrumentation features to observe and monitor system operation. Sight glasses are located at three points on both the evaporator and condenser coils to show how the refrigerant changes phase as it passes through each coil. Pressure and temperature gages are placed at the inlet and outlet of the condenser and evaporator to determine heating and cooling performance. Other teaching components include moisture indicator, panel-mounted compressor ammeter, and flow meter.

The T7082 replicates a variety of performance conditions such as heavy-duty industrial blowers attached to the condenser and evaporator coils and manual valves placed throughout the refrigeration system. The blowers have dampers that can vary the air flow across the coils, showing the effect of varying heat transfer rates.

Key Features shall include the following:

- i. Supports full range of thermal science experiments
- ii. Sight glasses at multiple points to show refrigerant changes
- iii. Hermetically sealed compressor
- iv. Silk-screened component panel
- v. Industrial quality components
- vi. Perform heat pump, air conditioning, and refrigeration systems operations Convenient component storage

6.) Reference – Line Item 6:

- a. Additional Required Item b.ii is hereby REMOVED.
- b. Line Item 2b is added to include item b.i as a line item for an Amatrol Model 613-43 Pony Brake.

7.) Reference – Line Item 7:

- a. Line Item 7b is added to include a Solar PV Array Station as a separately priced required item.

8.) Reference – Line Item 8:

- a. Line Item 8b is added to include a Sun Simulator as a separately priced required item.

9.) FOB destination is revised to the following:

Northwest Arkansas Community College
Attention: Keith Knight
One College Drive
Bentonville, AR 72712

10.) Bidders agree and understand that by submitting a bid on the attached revised bid form, he or she acknowledges this addendum and its contents.

K.A.C.

City of Fayetteville
Bid 10-50, Educational Equipment & Learning Systems
Advertisement

All sealed bids shall be submitted to the City Administration Building, City Hall, Room 306, 113 West Mountain Street, Fayetteville, Arkansas 72701. All bids are due at the time stated. No late bids will be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities.

Bid Name: Bid 10-50, Educational Equipment & Learning Systems
DUE: Friday, August 27, 2010 at 2:00 PM, Central Standard Time

Bid forms can be downloaded from the City's Purchasing Web Site at www.accessfayetteville.org. All questions should be directed to Andrea Foren.

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

"Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."

City of Fayetteville
By: Andrea Foren, CPPB
Purchasing Agent
479.575.8220
aforen@ci.fayetteville.ar.us

City of Fayetteville
 Bid 10-50, Educational Equipment & Learning Systems
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ATTACHMENTS:	# OF PAGES
N/A	N/A

City of Fayetteville
Bid 10-50, Educational Equipment & Learning Systems
SECTION A: General Conditions

1. SUBMISSION OF BID:

- a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. Bidders must have experience in providing products and/or services of the same or similar nature.
- e. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- f. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before 2:00:00 as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City" which states the following:
 - i. *An employee of the City shall be permitted to conduct business with the City, provided the contract or job is for services, is submitted as a competitive bid, is approved by the City Council following disclosure of the direct or indirect financial interest of the individual employee, and the total sum payable under the contract does NOT exceed \$500.00.*
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

- a) Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein,

should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

17. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

18. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

19. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

20. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

21. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

22. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly

prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

23. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

24. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

25. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

26. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

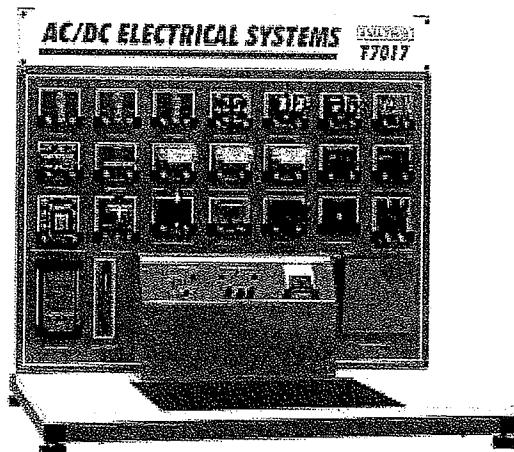
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville..

City of Fayetteville
Bid 10-50, Educational Equipment & Learning Systems
SECTION B: Equipment Specifications

✓1. **LINE ITEM 1 – T7017 AC/DC Electrical Learning System:** The model T7017 AC/DC Electrical Learning System shall teach fundamentals of AC and DC electrical systems used for power and control in industrial, commercial, agricultural, and residential applications. Students shall be able to learn industry-relevant skills including how to: operate, install, design, and troubleshoot basic AC and DC electrical circuits for various applications. Line item 1 shall include the following:

- a. bench top-mount workstation
- b. AC power supply & DC power supply
- c. electrical components set
- d. lead set
- e. hand-held multi-meter
- f. circuit tester
- g. built-in instrumentation console
- h. electrical circuit simulation software
- i. student learning materials for both theory and lab, and teacher's assessment guide.
- j. System shall use industrial quality components to help students become better prepared for what they will encounter on the job
- k. **Industrial Size Components** – Unit shall contain industrial size electrical power and control components, typical of what students will find in the field. This experience better prepares students to recognize industrial component styles and troubleshoot them effectively. Safety is emphasized throughout. Safety devices include a 24-volt power or less, grounding and guards.
- l. **Effective Component Inventory** - Components are stored on a vertical storage panel with silk-screened and labeled outlines so components can easily be identified and inventoried. This makes setup quicker so students can do more in less time. Components also do not get lost as easily.
- m. **Simulation Software** - Simulation software is an integral part of the learning system, providing additional circuits and conditions under which students can learn. Students can use the software to create and simulate circuits of their own design in addition to the circuits described by the exercises in the student learning materials.
- n. **Key Features** – industrial size components, heavy duty steel workstation, & safe power level of 24 VDC
- o. **Additional Required Items**
 - i. Electrical Power: 1-Phase, 120 VAC, 60 Hz, 1.5 Amps
 - ii. One of the following Amatrol mobile workstations or equivalent: models 82-609, 82-610, or 82-611.
 - iii. Personal Computer with Windows 2000

p. Picture:



✓2. **LINE ITEM 2 – 85-MT5 Electric Motor Control Learning System:** The model 85-MT5 Electric Motor Control Learning System teaches electric relay control of AC electric motors found in industrial, commercial, and residential applications. Students learn industry-relevant skills including how to: operate, install, design, and troubleshoot AC electric motor control circuits for various applications.

The model 85-MT5 includes a bench top-mount workstation, AC induction motor, motor mounting frame, control component panels, multi-meter, lead set, student learning materials for both theory and lab, and teacher's guide. This system uses industrial quality components to help students become better prepared for what they will encounter on the job.

The workstation's welded steel construction provides a sturdy work surface for mounting control components. Components are mounted directly on individual panels. The modular panels easily slide into the workstation and lock in place, allowing students to quickly set up a variety of circuit applications. Safety is emphasized throughout the student learning materials and in the hardware design. Safety devices include a lockout/tagout system and grounded connections for individual components in the system. Students use these safety devices each time they set up a circuit.

The circuits students set up on 85-MT5 System can be faulted to enable students to learn how to troubleshoot motor control circuits under realistic conditions. Circuit faults can be introduced using either the manual fault insertion, supplied as a standard, or the optional 890-FTS-1 Computer-Based Fault Insertion System. The computer-based fault insertion system provides the advantage of allowing the students to learn troubleshooting on an individual basis without the instructor standing by to insert faults and explain the process.

A number of motor control component options are also available to extend the learning capabilities of the 85-MT5 Motor Control Learning System. These components are mounted to modular panels that slide into the workstation or mount to the motor mounting frame.

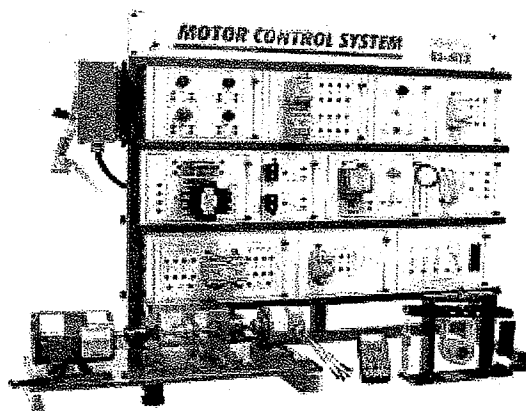
a. **Key Features:**

- i. Industrial Standard 1/3 Hp Motor
- ii. Heavy Duty Welded Steel Workstation
- iii. Industrial Standard Wiring Terminology
- iv. Industrial Safety Devices
- v. Built-in Manual Fault Insertion
- vi. Optional Computer-Controlled Fault Insertion

b. **Additional Required Items:**

- i. Amatrol Model 613-43 Prony Brake
- ii. Electrical Power: 3-Phase, 208 VAC, 60Hz, 6 Amps
- iii. Hand Tool set or Equivalent
- iv. One of the following Amatrol mobile workstations or equivalent: models 82-609, 82-610, or 82-611

c. **Picture:**



ELECTRIC MOTOR CONTROL SYSTEM

This system shall teach operation, installation, applications and troubleshooting of electric relay type motor control systems. The system shall contain the following items: Workstation Console, set of Control Stations, Hand-held Multimeter, Lead Set, Electric Motor, Motor Mounting Frame, Student Curriculum, and Instructor's guide.

Workstation Console

Shall be a welded steel unit designed for mounting control panel stations. Measuring a minimum of 107cm x 51cm x 91cm. To include (3) vertical racks for control station positioning and (2) additional racks on the rear side for additional control station storage.

Control Stations

Each station shall be designed as a slide-in panel of at least 11-gauge thickness. Panels shall be painted and silk screened with labels and component symbols. Panels shall be pre-wired and terminated to banana jacks to allow quick connection of control circuits. Each station shall be designed with a plug-in ground jack that can be individually connected to a ground connection on the mounting unit. A complete set of green ground jumper leads will be supplied with sufficient quantity to permit plug-in connection of all stations. Station controls shall be compatible with 120 VAC power.

The following stations shall be supplied:

Safety Switch Power Station

- (1)-Fused 3-phase safety switch
- (2)-Padlocks
- (2)-Safety tags
- (4)-Banana jacks
- (1)-Pre-attached power cord (4 pole, 5 wire)
- (1)-Lockout/Tagout mechanism
- (1)-Fault Module with (2) faults
- (1)-Mounting unit for right angle orientation to trainer

Operator Station

- (1)-Green flush push button (1 N.O., 1N.C.)
- (1)-Black flush push button (1 N.O., 1N.C.)
- (1)-Red mushroom push button (1 N.O., 1N.C.)
- (1)-Three position selector switch (2 N.O.)
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)
- (1)-Fault Module with (5) faults

Indicator Lamp Station

- (1)-Green indicator lamp
- (1)-Push to test red indicator lamp
- (1)-Yellow indicator lamp
- (1)-24in/61cm green stackable banana lead
- (7)-5-way binding posts (ground)
- (1)-Fault Module with five (5) faults

Control Transformer Station

- (1)-250VA control transformer with protective cover
- (1)-Dual fuse block with protective cover
- (4)-1.25 AMP class CC fuses (2 installed, 2 loose)
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)
- (1)-Fault Module with three (3) faults

Reversing Contactor Station

- (2)- 4 pole contactors
- (1)-Mechanical/electrical interlock
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)
- (1)-Fault Module with (5) faults

Overload Relay Station

- (1)-A-B overload relay
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)
- (1)-Fault Module with (3) faults

Manual Motor Starter Station

- (1)-Manual starter
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)

Multifunction Timer Station

- (1)-Multi-function timer with:
on delay, off delay timing
interval, single shot timing
repeat cycle timing, pulse timing
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)
- (1)-Fault Module with (4) faults

Drum Switch Station

- (1)-Three phase reversing drum switch
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)

Limit Switch Station

- (2)-Industrial grade limit switch (SPDT)
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)
- (1)-Fault Module with (3) faults

Control Relay Station

- (2)-Four pole relays (2 N.O. / 2 N.C.)
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)
- (1)-Fault Module with (5) faults

Pressure/Float Switch Station

- (1)-Pressure switch (SPDT)
- (1)-Float switch (N.O. or N.C.)
- (1)-24in/61cm green stackable banana lead
- (1)-5-way binding post (ground)

Motor Connection Station

- (1)-Multi-pin industrial motor connector
- (5)-Red banana jacks
- (5)-Yellow banana jacks
- (1)-Fault Module with (3) faults

Hand-Held Digital Multi-Meter

Stackable Banana Lead Set - 50 Leads

3 Phase Induction Motor - A 1/3 HP, NEMA 56 Frame machine rated at 208-230/460 Volts, 3 phase. Windings accessible through a multi-pin connector. To include:

- (1)-Motor Mounting plate
- (1)-Single end shaft for safety
- (1)-Motor winding identification escutcheon
- (1)-Fault Module with (2) winding faults

Motor Mounting Frame

Shall be heavy-duty steel frame construction, with pre-drilled holes for mounting of two motors, prony brake, electric brake, and flywheel. Minimum dimensions shall be 27" W x 12" D x 4" H. The mounting surface shall be made of .125-in steel plate min, painted and silk-screened.

Student Curriculum

The student curriculum shall consist of (1) set of 10 Learning Activity Packets 73 skills in electric motor control. The topics covered shall include: motor starters, reversing starters, overload relays, motor start/stop control, control transformers, magnetic motor starters, two wire control, three wire control, sequence control, jogging, on and off delay timing, sensor switches, and motor timer control. Students will learn installation, operation, schematic reading, circuit design, and troubleshooting.

The student curriculum shall be designed in a skill-based format that focuses on teaching industry-relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets, which are further subdivided into three or more segments per packet. All learning material needed shall be contained in the packets including text material, laboratory equipment activities, and multimedia directions. No external text sources shall be required. The specific cognitive skills taught by each text passage shall be identified next to the passage. Each lab activity shall be identified by the industrial task taught. All activities shall be highly detailed with step-by-step instructions to facilitate a self-directed learning environment. A combination of step-by-step enabling activities and creative, problem-solving activities shall be provided. A self-review of five to ten questions shall be provided after each segment. The curriculum must be capable of both self-directed and instructor directed study. All activities must correlate directly to the hardware supplied, with detailed illustrations and diagrams.

Teacher's Assessment/ Portfolio Guides

A teacher's guide shall be provided. It shall contain student data sheets, data sheet solutions, self-review answers, quizzes, quiz answers, student skill record sheets, and authentic assessment. A quiz shall be provided for each packet. A question shall be provided in each quiz for each cognitive objective taught. All tasks listed in the packet shall be listed on personalized student record sheets. The Instructor's Package shall include directions for authentic skill assessment.

Amatrol Model No. 85-MT5 or equal

MOTOR BRAKING SYSTEM

Adds on to Electric Motor Control System. Allows students to learn various braking methods used by industry. To include the following: electromagnetic brake, plugging switch, inertial load device, DC brake station, and student curriculum. These components shall meet the following minimum specifications:

Electromagnetic Brake

Fail-safe design, foot mount, 24 VDC coil, spline connection to electric motor shaft, 20 in-lb torque.

Plugging Switch

Programmable, solid-state, over speed/under speed, SPDT output, tachometer function.

Inertial Load Device

(2) adjustable flange-mount bearings, 6" x 1/4" steel flywheel, stainless steel shaft, and safety cover.

DC Brake Station

To supply 24 VDC for electromagnetic brake and DC injection. The components shall be mounted on a slide-in panel of at least 11- gauge thickness. The panel shall be painted and silk -screened with labels and component symbols. The panel shall be pre-wired and terminated to banana jacks to allow quick connection of control circuits. The station shall be designed with a plug-in ground jack, which can be individually connected to a ground connection on the mounting unit. A green ground jumper leads will be supplied to permit plug-in connections of the station. To include the following components:

- Step-Down Transformer
- Bridge Rectifier

Student Curriculum

The curriculum must be capable of both self-directed and instructor directed study. It shall be designed in a skill-based format that focuses on teaching industry-relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets. Included shall be (1) Learning Activity Packet containing at least 8 skills in braking. The topics shall include the different braking methods of plugging, electromagnetic and DC injection. Skills shall include installation, circuit design, application, selection, and operation.

✓ **Amatrol Model No. 85-MT5-A or equal**

REDUCED VOLTAGE STARTING SYSTEM

Adds on to the Electric Motor Control System. Teaches student various methods of reduced voltage starting of 3-phase motors and power distribution. To consist of curriculum and (2) stations: Power Resistor and Dual Transformer. Each station shall be designed as a slide-in panel of at least 11- gauge thickness. Panel shall be painted and silk-screened with labels and component symbols. Panel shall be pre-wired and terminated to banana jacks to allow quick connection of control circuits. Each station shall be designed with a plug-in ground jack, which can be individually connected to a ground connection on the mounting unit. Two green ground jumper leads will be supplied to permit plug-in connection of both stations. Each station shall include the following components:

Power Resistor Station

(3) Power Resistor Stations - (3) 25 ohm, 100 watt

Dual Transformer Station

(2) Control Transformers (250VA minimum) multiple tap primary (208, 277, 380 (VAC) single tap secondary (120 VAC)

Student Curriculum

The curriculum must be capable of both self-directed and instructor directed study. It shall be designed in a skill-based format that focuses on teaching industry- relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets. Included shall be (2) Learning Activity Packets containing at least 11 skills covering the different methods of reduced voltage starting: primary resistor, autotransformer, reduced current and winding starters. Also covered shall be the different types of power generation and distribution using wye and delta configurations. Skills shall include installation, circuit design, application, selection, and operation.

✓ **Amatrol Model No. 85-MT5-B or equal**

VARIABLE FREQUENCY AC DRIVE SYSTEM

Adds on to the Electric Motor Control System. To include: Variable Frequency AC Drive Station Panel, Motor Connection Station Panel, and student curriculum. Both panels shall be designed as a slide-in panel of at least 11- gauge thickness. Panels shall be painted and silk- screened with labels and component symbols. Panels shall be pre-wired and terminated to banana jacks to allow quick connection of control circuits. Each station shall be designed with a plug-in ground jack, which can be individually connected to a ground connection on the mounting unit. Two green ground jumper leads will be supplied to permit plug-in connections of both stations.

Variable Frequency AC Drive Station

To include the following:

(1)-Variable Frequency AC Drive with:

- Built in control keypad.
- Ability to program 30 different operating parameters.
- Capability of displaying 10 different operating conditions.
- Shall be capable of operating 3-phase motors from a single-phase supply.
- Ability to accept commands from four (4) different sources: Keypad, External pot, 4-20-mA Signal, + or - 10 VDC signal.
- Built in fault diagnostics.
- DC injection braking capability.
- PWM type output with adjustable carrier frequency (2 to 8 kHz).
- Provisions for addition of an external Dynamic Braking resistor.

(1)-Two position fuseblock with fuses

(3)-DPST pushbutton switches

(3)-SPDT toggle switches

(1)-3 PST keylock safety switch

(1)-Potentiometer with 10 turn indicating dial

(1)-Fault Module with (5) faults

Motor Connection Station

To include one of plug-in connections for a 3-phase motor.

Student Curriculum

The student curriculum shall consist of (1) set of 4 Learning Activity Packets 24 covering variable speed AC motor control. Topics shall include: 2-wire control, 3-wire control, solid-state drives, manual variable speed motor control, motor acceleration and deceleration, programming, parameters, dynamic braking, programmed step control, and diagnostics. Students shall learn installation, operation, applications, and troubleshooting.

The student curriculum shall be designed in a skill-based format that focuses on teaching industry-relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets, which are further subdivided into three or more segments per packet. All learning material needed shall be contained in the packets including text material, laboratory equipment activities, and multimedia directions. No external text sources shall be required. The specific cognitive skills taught by each text passage shall be identified next to the passage. Each lab activity shall be identified by the industrial task taught. All activities shall be highly detailed with step-by-step instructions to facilitate a self-directed learning environment. A combination of step-by-step enabling activities and creative, problem-solving activities shall be provided. A self-review of five to ten questions shall be provided after each segment. The curriculum must be capable of both self-directed and instructor directed study. All activities must correlate directly to the hardware supplied, with detailed illustrations and diagrams.

Teacher's Assessment/ Portfolio Guides

A teacher's guide shall be provided. It shall contain student data sheets, data sheet solutions, self-review answers, quizzes, quiz answers, student skill record sheets, and authentic assessment. A quiz shall be provided for each packet. A question shall be provided in each quiz for each cognitive objective taught. All tasks listed in the packet shall be listed on personalized student record sheets. The Instructor's Package shall include directions for authentic skill assessment.

✓ **Amatrol Model No. 85-MT5-C or equal**

ELECTRONIC SENSORS SYSTEM

Adds on to Electric Motor Control System. Shall include: Electronic Sensors Station, Target Set, and student curriculum.

Electronic Sensors Station

This station shall be designed as a slide-in panel of at least 11 gauge thickness. It shall be painted and silk screened with labels and component symbols. It shall be pre-wired and terminated to banana jacks to allow quick connection of control circuits. The station shall be designed with a plug-in ground jack that can be individually connected to a ground connection on the mounting unit. A green ground jumper lead will be supplied to permit plug-in connection of the station. The components mounted and wired on this station shall include:

- (1)-Industrial grade photo electric sensor, 115/230 VAC

- (1)-Industrial grade inductive sensor, 115/230 VAC
- (1)-Industrial grade capacitive sensor, 115/230 VAC

Target Set

Shall include:

- (1)-Wood Target
- (1)-Plastic Target
- (1)-Aluminum Target
- (1)-Steel Target

Student Curriculum

The curriculum must be capable of both self-directed and instructor directed study. It shall be designed in a skill-based format that focuses on teaching industry- relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets. Included shall be (1) Learning Activity Packet containing at least 8 skills covering inductive, capacitive, photoelectric sensors. Skills shall include installation, circuit design, application, selection, and operation.

✓ **Amatrol Model No. 85-MT5-D or equal**

ELECTRONIC COUNTER SYSTEM

Adds on to Electric Motor Control System. Shall include: electronic Counter Station and student curriculum.

Electric Counter Station

This station shall be designed as a slide-in panel of at least 11- gauge thickness. It shall be painted and silk-screened with labels and component symbols. It shall be pre-wired and terminated to banana jacks to allow quick connection of control circuits. The station shall be designed with a plug-in ground jack, which can be individually connected to a ground connection on the mounting unit. A green ground jumper lead will be supplied to permit plug-in connection of the station. An electronic counter shall be mounted on this station. It shall have a 4-digit display, totalizing, DPDT relay, manual reset.

Student Curriculum

The curriculum must be capable of both self-directed and instructor directed study. It shall be designed in a skill-based format that focuses on teaching industrially- relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets. Included shall be (1) Learning Activity Packet containing at least 8 skills covering relay counters Skills shall include installation, circuit design, application, selection, and operation.

✓ **Amatrol Model No. 85-MT5-E or equal**

SCR SPEED CONTROL SYSTEM

Adds on to the Electric Motor Control System. Teaches students variable speed motor control using a DC motor. Shall include: SCR Speed Control Station with fault insertion, DC shunt wound motor, and student curriculum.

SCR Speed Control Station

This station shall be designed as a slide-in panel of at least 11-gauge thickness. Panel shall be painted and silk-screened with labels and component symbols. Panel shall be pre-wired and terminated to banana jacks to allow quick connection of control circuits. Each station shall be designed with a plug-in ground jack, which can be individually connected to a ground connection on the mounting unit. Two green ground jumper leads will be supplied to permit plug-in connection of both stations. It shall include the following components, which will be mounted and wired to provide SCR speed control functions:

- (1)-SCR Control Unit
- (1)-Main Power Switch
- (1)-Full/Half Wave Rectification Switch
- (1)-Speed Control Adjustment Knob with silk-screened 0-100% range
- (1)-Power Supply jacks, plug-in type

- (1)-Fuse, replaceable type, 5 Amp
- (1)-Test Point Terminal Strip, 10 point
- (1)-Armature Voltage jacks, plug-in type
- (1)-Multi-pin connector Motor Cable Plug
- (1)-Fault Module with (4) faults

The SCR Control Unit shall be mounted to the rear side of the panel. It shall provide the following features: SCR speed control, half wave and full wave rectification, adjustable current limit with LED indicator, IR voltage compensation to provide 1% speed regulation throughout 60:1 speed range, minimum and maximum speed settings, adjustable linear acceleration and deceleration times. Input shall be 115/230 VAC, 50/60 Hz, ½ to 2 Hp rated.

DC Shunt Wound Motor

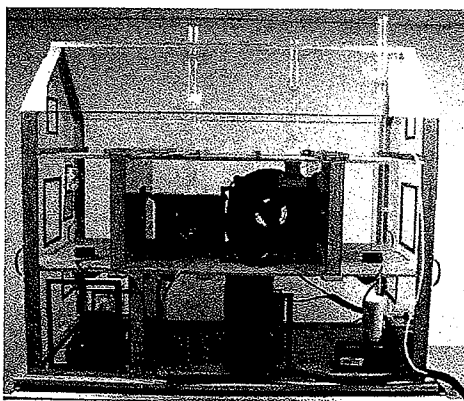
A 1/4 HP, NEMA 56 Frame machine, 1750 rpm base speed, rated at 90 Volts armature, 100 Volts field, 3.0 Amps armature current, and 0.3 Amps field current. To include cable with multi-pin connector

Student Curriculum

The curriculum must be capable of both self-directed and instructor directed study. It shall be designed in a skill-based format that focuses on teaching industry-relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets. Included shall be (1) Learning Activity Packet containing at least 5 skills covering the connection and operation of an SCR half-wave speed control, the connection and operation of an SCR full-wave speed control, the use of an oscilloscope to check the output of an SCR controller, and troubleshooting of an SCR controller.

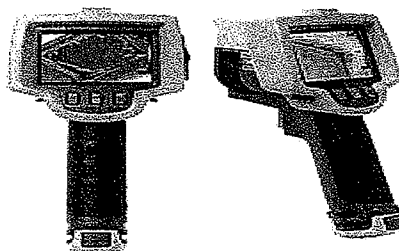
✓ **Amatrol Model 85-MT5-F or equal**

3. **LINE ITEM 3 – The House of Pressure:** The House of Pressure has been in use for over 10 years. It has been used for presentations at DOE, Regional and National Weatherization Conference, Affordable Comfort Conferences, as well as numerous state weatherization conferences and trainings. Line item 3 shall include the following:
- a. Shall be able to be used to visually demonstrate Home Performance Testing using Pressure Diagnostics
 - b. Shall be made of clear Lexan (High Strength Plastic Laminate) so the inside of the house is visible from all four sides
 - c. Shall have an operable Forced Air Duct System, a Dryer, and Bathroom Fan, Fireplace, and Water heater
 - i. Shall contain smoke generators for the fireplace, water heater, and car exhaust
 - d. **Using House with a Large Group** - A camcorder and LCD projector shall be able to be used to display the house and testing procedures on the screen for larger audiences.
 - e. **Testing** – Most tests performed on an actual home shall be able to be performed on this unit
 - f. This unit shall be able to demonstrate Blower Door testing using a Digital Manometer and a Minneapolis Duct Blaster. Zonal and Pressure Pan testing shall be able to be demonstrated when performing Blower Door tests.
 - g. System shall allow the trainer to show duct leakage and how it can affect Health & Safety, Comfort, Durability, and Energy Efficiency by creating leaks in the supply ducts, return ducts or both.
 - h. System shall be able to demonstrate the effect of thermal bypasses, show pressure and thermal boundaries and simulate back drafting conditions.
 - i. There shall be operable doors from the bedroom and bathroom to the central living area that can be used to show the effects of door closure with a central return duct system. System shall be able to show pressure relief methods
 - j. System shall have the capability to conduct Combustion Appliance Zone (CAZ) testing, shown by following a Worst Case test procedure while using a digital manometer.
 - k. **Automated Performance Testing (APT)** – System shall be able to use Energy Conservatory's APT system with this unit to simultaneously show readings for different locations in the house.
 - i. Use shall be able to make changes to one part of the hose to see how it affects other areas with immediate feedback from APT.
 - l. **Picture:**



4. LINE ITEM 4 – Fluke TiR32 Building Diagnostics Thermal Imager

- a. Delivers the clear, crisp images needed to find problems fast with its 320x240 sensor.
- b. Identify even the smallest temperature differences that could indicate problems with industry-leading thermal sensitivity (NETD).
- c. Automatic alignment (parallax correction) of visual and infrared images with Fluke patented IR-Fusion®
- d. Optional telephoto and wide angle lenses available for added versatility and special applications. (easily installable in the field)
- e. Field replaceable batteries give you maximum flexibility no matter where your work takes you.
- f. Intuitive, three-button menu is easy to use – simply navigate with the push of a thumb.
- g. No need to carry pen and paper—record findings by speaking into the imager. Voice annotations can be recorded with every image you take. Voice comments are saved along with individual images for future reference.
- h. One-handed focus capability, emissivity correction, reflected background temperature compensation, and transmission correction increase the accuracy of measurements in most situations.
- i. Adjustable hand strap for left-or right-handed use.
- j. Everything needed to get started is included.
- k. Optimized for field use in challenging work environments.
- l. Engineered and tested to withstand a 2 m (6.5 ft) drop for the ultimate peace of mind - When was the last time you dropped a tool or piece of equipment?
- m. Withstands dust and water—tested to an IP54 rating.
- n. Manufactured in the U.S.A.
- o. Picture:



- ✓ 5. **LINE ITEM 5 – 94-TS-1 Thermal Systems 1** - Thermal systems play a key role in industry, commercial, and residential applications by providing heating and cooling of living spaces, food storage, and various manufacturing processes. The model 94-TS-1 Thermal Systems 1 Unit teaches a wide range of applications based on the thermal concepts of thermodynamics and heat transfer. Thermal applications include refrigeration, air conditioning, and heat pumps.

The 94-TS-1 Unit consists of two student workstations: T7082 Thermal System and T7081 Applied Thermal Science System. The model T7082 Thermal System is a working thermal system with industrial components that can perform heat pump, air conditioning, and refrigeration systems operation. The T7081 includes thermal science apparatus to demonstrate the principles on which modern thermal systems are based.

The T7081 components are stored in full view of the student with silkscreened outlines and labels to enable students to quickly find the components needed for their setups and easily return them to their proper storage locations. This feature also enables teachers to identify missing components at a glance.

The T7081 Applied Thermal Science System supports a full range of thermal science experiments including heat transfer and thermodynamics. This system provides the fundamental understanding of thermal systems necessary before exploring the applications taught by the T7082 Thermal System. Students will use the T7081 to prove concepts and learn how to make calculations to predict system performance.

The T7082 is a working refrigeration system that uses the principle of vapor compression, the most popular refrigeration method employed today. The T7082 demonstrates both refrigeration and air conditioning applications. It also includes a reversing valve and associated components to switch the system to heat pump operation as well.

The T7082 includes many instrumentation features to observe and monitor system operation. Sight glasses are located at three points on both the evaporator and condenser coils to show how the refrigerant changes phase as it passes through each coil. Pressure and temperature gages are placed at the inlet and outlet of the condenser and evaporator to determine heating and cooling performance. Other teaching components include moisture indicator, panel-mounted compressor ammeter, and flow meter.

The T7082 replicates a variety of performance conditions such as heavy-duty industrial blowers attached to the condenser and evaporator coils and manual valves placed throughout the refrigeration system. The blowers have dampers that can vary the air flow across the coils, showing the effect of varying heat transfer rates.

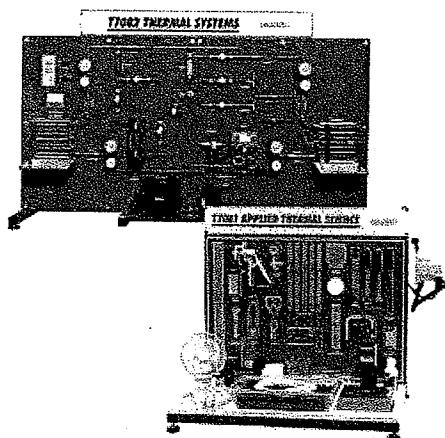
a. **Key Features:**

- i. Supports full range of thermal science experiments
- ii. Sight glasses at multiple points to show refrigerant changes
- iii. Hermetically sealed compressor
- iv. Silkscreened component panel
- v. Industrial quality components
- vi. Perform heat pump, air conditioning, and refrigeration systems operations
- vii. Convenient component storage

b. **Additional Required Items:**

- i. 1-Phase, 110 VAC, 60Hz, 15 Amps or 1-Phase, 230 VAC, 50 Hz, 10 Amps Electrical Power

c. **Picture:**



- ✓6. **LINE ITEM 6 – T7083 Environmental Applications Learning System** - The model T7083 Environmental Applications Learning System adds to the T7082 Thermal Learning System to teach heating and cooling applications. Students will learn industry-relevant skills including how to size, select, and analyze thermal systems to optimize performance.

The T7083 is a working system that connects to the T7082 System to provide a functional thermal application of air conditioning and heat pumps. The T7083 models the characteristics of a living structure with outside environmental effects, such as sun or humidity, and internal design characteristics such as insulation, lighting, and ceiling fans.

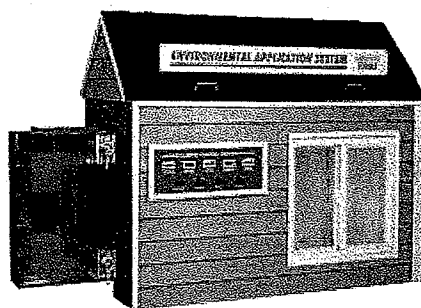
The T7083 consists of a living structure with reversible ducting system, comfort controls, instrumentation, environmental input devices, insulation system, student learning materials for both theory and lab, and teacher's guide.

Variable Environmental Conditions - The T7083 replicates a variety of real world environmental conditions with devices that simulate effects caused by the sun, humidity, and lighting.

Variable Thermal Design Characteristics - The T7083 demonstrates the effects of a structure's design with removable insulation panels to vary insulation performance, ceiling fan, window that can be opened, attic fan, attic exhaust, and reversible upper and lower ducts.

Instrumentation Features - The T7083 includes many instrumentation features to observe and monitor system operation. Digital thermometers are placed at key locations in the structure to show how temperature can vary inside a living space. A digital humidity sensor is also included to determine the level of comfort.

- a. **Key Features:**
 - i. Real World Thermal Effects
 - ii. Interface to T7082 Thermal System
 - iii. Performance Analysis under Variable Conditions
 - iv. Built-in Instrumentation
- b. **Additional Required Items**
 - i. Electrical Power: 1-Phase, 115 VAC, 60 Hz, 10 Amps or 1-Phase, 230 VAC, 50 Hz, 7.5 Amps
 - ii. Any one of the following Amatrol workstations or equivalent: 82-610, 82-611, or 82-612
 - iii. Model T7082 Thermal System
- c. **Picture:**



ENVIRONMENTAL APPLICATIONS UNIT

This system shall be designed to teach thermal systems including the following subjects: air flow, air conditioning, cooling comfort, thermostats, psychrometric charts, and environmental control. The system shall include an environmental application system, test apparatus, student curriculum, and instructor's guide.

Environmental Application System

The overall structure shall be 32in(81cm) W x 54-in(213cm) H by 81 – in (205 cm) L. The overall structure shall be constructed as follows:

- Wood 2x4 frame construction
- Vinyl Siding
- Pitched roof with asphalt shingles
- Hinged roof with gas cylinders
- Roof thermostatically protected, 140 F.

In addition, the unit shall contain the following subsystems:

Insulation System:

- (2) ceiling insulation panels, removable
 - (1) glass window, single pane, sliding
- Insulated Walls and floors

Environmental Inputs:

- (1) heater, 750 Watt
- (2) lights, 500 watt, quartz
- (1) humidifier

Comfort Controls:

- ceiling fan, 2 speed, reversible
- attic exhaust fan
- (2) attic vents, adjustable
- (1) static cling window tint

Duct System

- Reversible supply and return for upper and lower positions
- Interface to T7082 coil
- Dampers
- Clear covers

Instrumentation

- (5) digital Thermometer displays with remote probes
- (4) thermostat probes with T7082 thermostat interface
- digital humidity display.

Main Power and control:

- Master Power Switch, manual rocker type
- Circuit breaker, 15-amp
- (1) 2 position On/Off switch for attic fan
- (1) 2 position On/Off switch for ceiling fan
- (1) 2 position On/Off switch for attic heater
- (1) Duplex power outlet

Student Curriculum

Shall consist of (1) set of (4) Learning Activity Packets. The student curriculum shall contain at least 40 skills in thermal systems including: air flow, air conditioning, cooling comfort, thermostats, psychrometric charts, and environmental control. The student curriculum supplied shall be designed in a skill-based format that focuses on teaching industry-relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets, which are further subdivided into three or more segments per packet. All learning material needed shall be contained in the packets including text material, laboratory equipment activities, and multimedia directions. No external text sources shall be required. The specific cognitive skills taught by each text passage shall be identified next to the passage. Each lab activity shall be identified by the industrial task taught. All activities shall be highly detailed with step-by-step instructions to facilitate a self-directed learning environment. A combination of step-by-step enabling activities and creative, problem-solving activities shall be provided. A self-review of five to ten questions shall be provided after each segment. The curriculum must be capable of both self-directed and instructor directed study. All activities must correlate directly to the hardware supplied, with detailed illustrations and diagrams.

The curriculum for this unit shall include at least 40 hours of student instruction.

Teacher's Assessment/ Portfolio Guides

A teacher's guide shall be provided. It shall contain student data sheets, data sheet solutions, self-review answers, quizzes, quiz answers, student skill record sheets, and authentic assessment. A quiz shall be provided for each packet. A

question shall be provided in each quiz for each cognitive objective taught. All tasks listed in the packet shall be listed on personalized student record sheets. The Instructor's Package shall include directions for authentic skill assessment.

Amatrol Model No. T7083 or equal

- ✓ 7. **LINE ITEM 7 – 950-SPT1 Solar PV Troubleshooting Learning System** - Installing and maintaining solar photovoltaic (PV) systems requires hands-on skills and troubleshooting ability across the types of PV systems commonly used such as AC, DC, and grid-tie. Budding engineers and designers need to understand the technologies used in these systems as well.

Amatrol's 950-SPT1 Solar Photovoltaic Troubleshooting Learning System allows students to develop the specialized skills and knowledge needed for working with the common types of PV systems. The 950-SPT1 teaches students connection, operation, programming, and troubleshooting of AC/DC and grid-tie systems. The curriculum is PC-based multimedia that is highly interactive. It allows students to use the learning style best for them – reading, listening, visual. The 950-SPT1 supports the NABCEP (North American Board of Certified Energy Practitioners) test for Certified Solar Photovoltaic System Installer.

The 950-SPT1 includes all components needed to develop hands-on, jobready skills: all solar specific components as well as balance of system items. The learning system contains a mobile workstation, component panels with breakers, combiner box, MPPT charge controller, lamps, batteries, meters, grid-tie inverter, a fault insertion system, PC-based multimedia student curriculum, and instructor's assessment guide. The required 95-SPA1 two-panel array provides a complete solar PV troubleshooting experience.

Computerized Fault Insertion

At the heart of a technician's skill set is the ability to troubleshoot a system. The 950-SPT1 is equipped with a wide array of both electrical and fluid faults that allow instructors to replicate realistic system and component failures. For the 950-SPT1, Amatrol uses electronic fault insertion so that instructors can easily insert faults and track the student's troubleshooting results. Electric fault insertion prevents component damage while allowing instructors to see student progress. Instructors can identify specific areas the student needs to improve and target those areas. It also allows instructors to set-up faults ahead of time, allowing students to perform self-directed study when appropriate.

Balance of System Components – Replicates Real World PV System

Developing installation and troubleshooting skills for PV systems requires all the components commonly found in these systems. Elements included on the 950-SPT1 such as power distribution panels, a combiner box, disconnects, and circuit breakers are essential to create realistic systems and troubleshooting situations.

Grid-Tie and Micro Inverters

Solar applications are increasingly including grid-tie capability. In fact, grid-tie is the most common type of PV system being purchased today. This is a key component that allows maximum economic return – owners can sell excess power to the utility. Likewise, when solar power is not sufficient, additional power is often needed from the electrical grid. Amatrol's 950-SPT1 includes a micro inverter in addition to the grid-tie inverter. This is also a very popular option that is frequently used to assign an inverter to each PV string. Both of these inverters are required to teach skills across all major types of PV systems including stand-alone AC, gridtie AC, grid-tie AC with storage, and the various types of DC systems.

Modern Communications and Programming

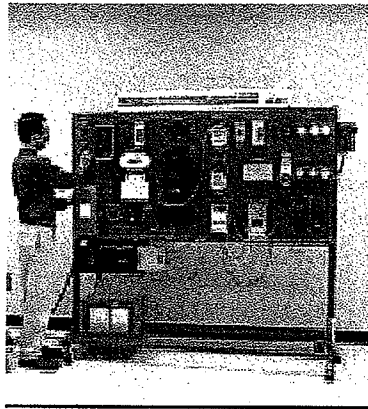
Modern solar technology installations frequently include network communications. The inverters and charge controller on Amatrol's Solar PV Troubleshooting enable students to learn how to network system components. Students also learn how to troubleshoot at the system level as well. The inverter and charge controller feature many modern programming capabilities which allow students to learn how to program the more sophisticated systems they are likely to encounter.

Mobile, Multiple PV Panels

(Required 95-SPA1 Solar PV Array Station)

The required PV array for the 950-SPT1 contains multiple panels so that students can learn to connect a realistic array. Most solar technology applications have multiple panels. Students need to learn about the effects of series and parallel connections, which require more than one panel. Additionally, the 95-SPA1 Solar PV Array Station is mobile, allowing instructors to take advantage of sunny days without having to move the entire trainer. The array is equipped with sun simulation as well to enable indoor use.

a. **Picture:**



SOLAR PV TROUBLESHOOTING LEARNING SYSTEM

This learning system shall be designed to teach operation, startup, shutdown, troubleshooting, and maintenance of interactive and stand-alone photovoltaic systems for commercial and residential systems. This system shall support the learning necessary for student preparation for the NABCEP (North American Board of Certified Energy Practitioners) test for Certified Solar Photovoltaic System Installer. It shall include a mobile workstation, component panels, fault insertion system, student curriculum, and teacher's guide.

Mobile Workstation

This workstation shall be constructed of square tube steel, which will be welded and braced. It shall be designed to mount circuit panels to a vertical portion of its frame, a battery bank to the base of its frame, and electrical connection leads with a hanging rack. The minimum dimensions shall be 72" (183 cm) L x 72" (183 cm) H x 28" (71 cm) W. Four swivel casters (two locking) shall be supplied. The workstation frame shall be primed and painted.

Component Panels

The component panels shall be made of painted and silk-screened sheet steel. They shall include pre-mounted components that can be connected by students to create a variety of photovoltaic systems, including: direct coupled, self-regulating, charge controlled, stand-alone AC, and grid- interactive. The components' terminals shall be pre-wired to plug-in connectors on the panel. Connections and components shall have silk-screened labels next to them on the panels for identification. The panels shall include the following components:

- (1)-DC disconnect switch with breaker
- (1)-AC disconnect switch with breaker
- (1)-Battery bank disconnect Switch with breaker
- (1)-Grid-tie inverter, 2.5kW
- (1)-MPPT Charge controller with built-in programming interface
- (1) Remote programmer unit for both charge controller and inverter
- (1) Software for programming and monitoring
- (1)-Combiner box
- (1)-Bypass diode
- (1)-DC Distribution panel with breakers
- (1)-AC Distribution panel with breakers
- (2)-Utility Power Meters
- (1)-Ground fault detection and interruption device
- (1)-Surge arrestor
- (1)-DC-AC inverter
- (3)-AC Lamps
- (3)-DC Lamps
- (1) DC-Powered Fan
- (4)-Manual Switches
- (1) Battery Bank Interface Connection Panel

- (2) Batteries, AGM sealed type, 12 Volt
- (1)-Lockout/tagout kit
- (1)-Emergency Stop Pushbutton, hard-wired
- (1) Interface connector to separate PV array
- (1) Connector Lead Set
- (1) Multi-meter
- (1) Clamp-on Ammeter
- (1) Wattmeter

Fault Insertion System

The system shall include a number of faults, which recreate actual component and system failures. The circuits shall also include realistic troubleshooting test points so that students can perform systems-level troubleshooting without disassembling components. A minimum of 25 faults shall be provided to assure that students will be presented with realistic range of troubleshooting experiences. The faults shall be inserted electrically using a computer-based fault insertion system, which includes PC-based software for control and tracking.

Student Curriculum

The curriculum shall consist of one (1) set of 8 Learning Activity Packets. The student curriculum shall contain at least 40 industry skills covering applications of photovoltaic systems, operation of photovoltaic systems, performance analysis, programming, configuration, and troubleshooting.

The student curriculum supplied shall be designed in a skill-based format that focuses on teaching industry-relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets, which are further subdivided into three or more segments per packet. All learning material needed shall be contained in the packets, including text material, laboratory equipment activities, and multimedia directions. No external text sources shall be required. The specific cognitive skills taught by each text passage shall be identified next to the passage. Each lab activity shall be identified by the task taught. All activities shall be highly detailed with step-by-step instructions to facilitate a self-directed learning environment. A combination of step-by-step enabling activities and creative, problem-solving activities shall be provided. A self-review of five to ten questions shall be provided after each segment. The curriculum must be capable of both self-directed and instructor directed study. All activities must correlate directly to the hardware supplied, with detailed illustrations and diagrams.

Instructor Guide

An instructor's guide shall be provided that contains student data sheets, data sheet solutions, self review answers, quizzes, quiz answers, student skill record sheets, and authentic assessment. A quiz shall be provided for each packet. A question shall be provided in each quiz for each cognitive objective taught. All tasks listed in the packet shall be listed on personalized student record sheets. The instructor's guide shall include directions for authentic skill assessment.

Amatrol Model No. 950-SPT1 or equal

- ✓ **8. LINE ITEM 8 – 950-STCL1 Solar Thermal Closed-Loop Troubleshooting Learning System** - Installing and maintaining solar thermal closed-loop systems require hands-on skills and troubleshooting ability across both drainback and pressurized systems. Likewise, engineers and designers need to understand the technologies used in these systems as well.

Amatrol's 950-STCL1 Solar Thermal Closed-Loop Troubleshooting Learning System (shown at right with optional sun simulator attached) allows students to develop the specialized skills and knowledge needed for working with the two common types of thermal closed-loop systems: drainback and pressurized. The 950-STCL1 teaches students connection, operation, programming, and troubleshooting of both drainback and pressurized systems. The curriculum is PC-based multimedia that is highly interactive. It allows students to use the learning style best for them – reading, listening, or visual. The 950-STCL1 supports the NABCEP (North American Board of Certified Energy Practitioners) test for Certified Solar Thermal System Installer.

The 950-STCL1 includes all components needed to develop handson, job-ready skills: all solar specific components as well as balance of system items. The learning system contains a mobile workstation, multiple component circuit panels, two solar collectors, fault insertion, PC-based multimedia student curriculum, and instructor's assessment guide. An optional sun simulator is available to facilitate classes indoors when outdoor conditions do not support solar heating.

Fault Insertion For Both Electrical and Fluid Systems

At the heart of a technician's skill set is the ability to troubleshoot a system. The 950-STCL1 is equipped with a wide array of both electrical and fluid faults that allow instructors to replicate realistic system and component failures. Students will learn to independently solve the many common types of situations they will encounter on the job.

Balance of System Components –Replicates Real World Thermal Systems

Developing installation and troubleshooting skills for solar thermal systems requires all the components commonly found in these systems. Elements such as vacation bypass, check valves, relief valves, flow meters, and tempering valves are essential to create realistic systems and troubleshooting situations. Amatrol also includes a digital differential controller that features many programming capabilities which allow students to learn how to program the more sophisticated thermal systems they are likely to encounter.

Two Types of Closed-Loop Thermal Systems

Solar technicians will encounter both drainback and pressurized closedloop solar thermal systems. Across any given region that experiences freezing conditions, both of these systems are used extensively. Amatrol includes the components needed to configure either system, including both an expansion tank and drainback tank. Students can switch between the two systems with valving.

Optional Sun Simulator (95-ST51)

Amatrol offers an optional sun simulator, the 95-ST51, for use indoors with the 950-STCL1. The Solar Thermal Closed-Loop Learning System's two thermal collectors work either outside with direct sunlight or inside with the sun simulator.

a. **Key Features:**

- i. Two Types of Closed-Loop Thermal Systems
- ii. Replicates Real World Thermal Systems
- iii. Fault Insertion for Both Electrical and Fluid Systems
- iv. Balance of System Components

b. **Picture:**



Shown with Optional Sun Simulator

CLOSED-LOOP SOLAR THERMAL TROUBLESHOOTING LEARNING SYSTEM

This learning system shall be designed to teach operation, startup, shutdown, and troubleshooting, and maintenance of two types of closed loop solar thermal water heating systems: drainback and pressurized or antifreeze, for commercial and residential systems. This system shall support the learning necessary for student preparation for the NABCEP (North American Board of Certified Energy Practitioners) test for Certified Solar Thermal System Installer. It shall include a mobile workstation, component circuit panels, solar collector unit, fault insertion system, student curriculum, and teacher's guide.

Mobile Workstation

This workstation shall be a rectangular frame constructed of square tube steel, which will be welded and braced. It shall be designed to mount circuit panels to a vertical portion of its frame, a thermal collector unit to the top of its frame, electrical connection leads to a hanging lead rack. The approximate minimum dimensions shall be 72" (183 cm) L x 72" (183 cm) H x 34" (86 cm) W. Four swivel casters (two locking) shall be supplied. The workstation frame shall be primed and painted.

Component Circuit Panels

The component panels shall be made of painted and silk-screened sheet steel. They shall include pre-mounted and pre-connected fluid components that enable the system to model both the drainback and the pressurized or antifreeze thermal water systems. The changeover between the two systems shall be done by opening or closing selected ball valves. These components should be of a type that is regularly used in the solar industry. The terminals of all electrical control components shall be wired to plug-in connectors mounted to the component panels to enable students to connect the system. Connections and components shall have silk-screened labels next to them on the panels for identification. The fluid conductors will be mainly copper piping, with some plastic piping where necessary. Certain sections of the piping shall be insulated. The system shall be plumbed so that it can provide hot water and receive cold water from an external system to replicate conditions seen in a domestic hot water system. The panels shall include the following components:

- (1)-AC disconnect switch with breaker
- (1)-Ground fault circuit interrupter
- (2)-Centrifugal Pumps, AC-motor powered
- (1)-Heat Exchanger, Plate type
- (1)-Differential Controller, digital type with 2 outputs allowing independent pump control, up to 5 temperature inputs, large LCD graphic display showing animated control circuits, and specialty control functions such as holiday mode.
- (3)-RTD probe, 1K, Pipe mounted
- (2)-Solar Storage Tanks, 6 gallon insulated with boiler drain valve
- (1)-Expansion Tank
- (1)-Tempering Valve
- (2)-Boiler Drain Valves
- (6)-Ball Valves
- (1)-Relief Valve, 45 psi
- (1)-Relief Valve, 75 psi
- (1)-Temperature and Pressure Relief Valve
- (1)-Check Valve
- (1)-Schrader Valve
- (1)-Flow Control Valve
- (2)-Flow Meters
- (2)-Pressure Gages
- (7)-Temperature Gages
- (1)-Charge System
- (1)-Emergency Stop Pushbutton, hard-wired
- (1) Connector Lead Set
- (1) Multi-meter

Solar Collector Unit

The solar collector unit shall be designed to heat water using direct sunlight or a separate sun simulator, not part of this specification. The unit shall consist of two solar collectors connected to each other and mounted to a frame which mounts to the mobile workstation. The frame shall be adjustable to permit variation of solar angle of incidence, and removable for

transport. The system shall connect via flexible conductors to the circuit panel components to form a complete and functional solar thermal system.

Fault Insertion System

The system shall include a number of faults, which recreate actual component and system failures. The circuits shall also include realistic troubleshooting test points so that students can perform systems-level troubleshooting without disassembling components. A minimum of 20 faults, including both fluid and electrical types, shall be provided to assure that students will be presented with realistic range of troubleshooting experiences. The faults shall be inserted manually.

Student Curriculum

The curriculum shall consist of one (1) set of 6 Learning Activity Packets. The student curriculum shall contain at least 30 industry skills covering applications of solar thermal systems, including skills for operation, performance analysis, programming, configuration, and troubleshooting.

The student curriculum supplied shall be designed in a skill-based format that focuses on teaching industry-relevant tasks. The objectives shall be accomplished by organizing the learning material into a series of learning activity packets, which are further subdivided into three or more segments per packet. All learning material needed shall be contained in the packets, including text material, laboratory equipment activities, and multimedia directions. No external text sources shall be required. The specific cognitive skills taught by each text passage shall be identified next to the passage. Each lab activity shall be identified by the task taught. All activities shall be highly detailed with step-by-step instructions to facilitate a self-directed learning environment. A combination of step-by-step enabling activities and creative, problem-solving activities shall be provided. A self-review of five to ten questions shall be provided after each segment. The curriculum must be capable of both self-directed and instructor directed study. All activities must correlate directly to the hardware supplied, with detailed illustrations and diagrams.

Instructor Guide

An instructor's guide shall be provided that contains student data sheets, data sheet solutions, self review answers, quizzes, quiz answers, student skill record sheets, and authentic assessment. A quiz shall be provided for each packet. A question shall be provided in each quiz for each cognitive objective taught. All tasks listed in the packet shall be listed on personalized student record sheets. The instructor's guide shall include directions for authentic skill assessment.

Amatrol Model No. 950-STCL1 or equal

City of Fayetteville
Bid 10-50, Educational Equipment & Learning Systems
Statement of No Submittal – If Applicable

In order to assist the Purchasing Division of Fayetteville in evaluating and improving our solicitation process, we are asking for completion of this form and returning via fax or e-mail. By submitting this form, it will assist us in evaluating all response, improving our bid solicitation process, and to maintain a positive relationship with our vendors.

We, the undersigned, have declined to bid for the following reason(s):

1. _____ We do not offer this service/product
2. _____ Our schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ Insufficient time to respond to the Invitation to Bid
5. _____ We are unable to meet bond requirements
6. _____ Other (Explain)

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL ADDRESS: _____

*BY : (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____ *DATE: _____

*PLEASE LIST OTHER COMMENTS BELOW:

*Please note: We appreciate your feedback on this form and are very interested in your reason for not bidding. Please do not hesitate to contact us at 479-575-8220 if you have questions, comments, or concerns regarding these bid documents.

SIVAD INC

1234 Lakeshore Drive
Hot Springs, AR 71913
PH: 501-520-0503
FX: 501-520-0537

Regional Sales REP

Richard Carr
rcarr@sivadinc.com

A. 7
Bid #10-50 (Sivad, Inc.)
Educational Equipment
Page 43 of 48

Northwest Arkansas Community College

Keith Knight

jknight2@nwacc.edu

September 17, 2010

<u>Model Number</u>	<u>Description</u>	<u>Qty</u>	<u>Price Each</u>	<u>Total Price</u>
85-MT5	Electric Motor Control Learning System Additional Requirements: EL613-43 Prony Brake, 41202 Hand Tool Package, Compressed air (50 psi), 3-phase 208 VAC power. Includes: (1) Manual Fault Insertion System with 35 faults total for 10 modules; (1) Interface to 890-FTS-1 Automatic Fault Insertion System; (1) Workstation Console, slide-in guides, table-top; (1) 17401 Learning Activity Packet Set; (1) 17400 Teacher's Assessment Guide; (1) 17301 Installation Manual.	1	\$9,749.00	\$9,749.00
85-MT5-A	Motor Braking Learning System Adds to 85-MT5 System. Includes: (1) Electromagnetic Brake; (1) DC Braking Station; (1) Inertial Load Device; (1) Flywheel; (1) 17402 Student Learning Activity Packet Set; (1) 17400 Teacher's Assessment Guide; (1) 17301 Installation Manual.	1	\$4,312.00	\$4,312.00
85-MT5-B	Reduced Voltage Starting Learning System Adds to 85-MT5 System. Allows training in 3-phase Wye-Delta power distribution as well as reduced voltage starting. Includes: (1) Power Resistor Station with 3 power resistors; (1) Dual Transformer Station; (1) 17403 Student Learning Activity Packet Set; (1) 17400 Teacher's Assessment Guide; (1) 17301 Installation Manual.	1	\$1,902.48	\$1,902.48

Model Number	Description	Qty	Price Each	Total Price
85-MT5-C	Variable Frequency AC Drive Learning System Adds to 85-MT5 System. Includes: (1) Programmable Variable Frequency AC Drive; (1) Potentiometer for speed control; (1) Maintained switch and two (2) momentary switches for general drive control, perform basic start/stop, ramping - (Accel/Decel), dynamic braking; (1) Fault Module with five (5) faults; (1) Motor Connection Panel. (1) 17411 Student Learning Activity Packets; (1) 17410 Teacher's Assessment Guide; (1) 17301 Installation Manual.	1	\$2,619.52	\$2,619.52
85-MT5-D	Electronic Sensors Learning System Adds to 85-MT5 System. Includes: (1) Electronic Sensors Station with: (1) Inductive Proximity Sensor, (1) Capacitive Proximity Sensor, (1) Photo-Electric Proximity Sensor; (1) Target Set; (1) 17404 Student Learning Activity Packet Set; (1) 17400 Teacher's Assessment Guide; (1) 17301 Installation Manual.	1	\$1,115.00	\$1,115.00
85-MT5-E	Electronic Counter Learning System Adds to 85-MT5 System. Includes: (1) Electronic Counter Station; (1) 17405 Student Learning Activity Packet Set; (1) 17400 Teacher's Assessment Guide; (1) 17301 Installation Manual..	1	\$810.00	\$810.00
85-MT5-F	SCR Speed Control Learning System Adds to 85-MT5 System. Includes: (1) SCR Speed Control Unit; (1) Universal Motor; (1) 17412 Student Learning Activity Packet Set; (1) 17410 Teacher's Assessment Guide; (1) 17301 Installation Manual.	1	\$1,800.00	\$1,800.00
Total				\$22,308.00



1234 Lakeshore Drive, Hot Springs, Arkansas 71913
Office – 501-520-0503, fax – 501-520-0537, cell – 501-749-2215

Please Estimate 3% for Shipping Charges Unless Otherwise Specified.
Prices do NOT reflect Arkansas sales tax unless specified

September 7, 2010

Revision 2

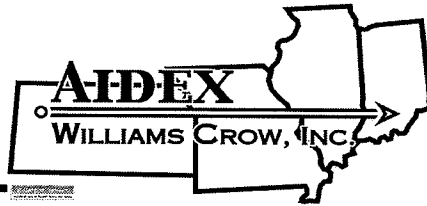
QUOTE:

Keith Knight
NWACC

T7082-A	Air Conditioning / Heat Pump Troubleshooting Learning System Requires computer w/standard height PCI slot.	1	\$19,998.00
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Includes: Air conditioning and heat pump system with: (1) Mobile Workstation; (1) Fault Troubleshooting System with 24 Faults; (1) PC-Bases Fault Control Software, FaultPro; (1) Fault Control, IO PC Card, PCI bus; (1) Compressor; (1) Pressure Control System, Refrigerant R134a; (1) Refrigeration Circuit; (1) Instrumentation Set; (1) Temperature Control System; (1) Blower Control System; (1) Valve Wrench; (1) 11572 Student Learning Activity Packet Set; (1) 11582 Portfolio/Assessment; (1) 11592 Installation Manual.

This quote does reflect shipping and Bentonville Sales Tax



**Northwest Arkansas
Community College
September 13, 2010**

A. 7
Bid #10-50 (Sivad, Inc.)
Educational Equipment
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	<u>Description</u>	<u>Qty</u>	<u>Price</u>
T-7082-A	Air Conditioning / Heat Pump Troubleshooting Learning System Requires computer w/standard height PCI slot. Includes: Air conditioning and heat pump system with: (1) Mobile Workstation; (1) Fault Troubleshooting System with 24 Faults; (1) PC-Bases Fault Control Software, FaultPro; (1) Fault Control, IO PC Card, PCI bus; (1) Compressor; (1) Pressure Control System, Refrigerant R134a; (1) Refrigeration Circuit; (1) Instrumentation Set; (1) Temperature Control System; (1) Blower Control System; (1) Valve Wrench; (1) 11572 Student Learning Activity Packet Set; (1) 11582 Portfolio/Assessment; (1) 11592 Installation Manual. Shipping will be 3% of actual invoice.	1.000	\$22,220.00
TOTAL			\$22,220.00



Your Investment. Our Solutions. Their Future.

Attn: Keith Knight

**Northwest Arkansas
Community College
September 13, 2010**

A. 7
Bid #10-50 (Sivad,.Inc.)
Educational Equipment
Page 47 of 48

	<u>Description</u>	<u>Qty</u>	<u>Price</u>
T7082-A	Air Conditioning / Heat Pump Troubleshooting Learning System Requires computer w/standard height PCI slot. Includes: Air conditioning and heat pump system with: (1) Mobile Workstation; (1) Fault Troubleshooting System with 24 Faults; (1) PC-Bases Fault Control Software, FaultPro; (1) Fault Control, IO PC Card, PCI bus; (1) Compressor; (1) Pressure Control System, Refrigerant R134a; (1) Refrigeration Circuit; (1) Instrumentation Set; (1) Temperature Control System; (1) Blower Control System; (1) Valve Wrench; (1) 11572 Student Learning Activity Packet Set; (1) 11582 Portfolio/Assessment; (1) 11592 Installation Manual. shipping will be 3% of actual invoice	1.000	\$22,725.00
Total			\$22,725.00

City of Fayetteville Staff Review Form

A. 8
 Bid #10-55 (Rick Pershall Building
 Company) Animal Shelter Dog Runs
 Page 1 of 72

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

Oct. 5, 2010

**City Council Meeting Date
 Agenda Items Only**

Justine Middleton

Submitted By

Development Services

Division

Community Services

Department

Action Required:

A resolution awarding Bid# 10-55 and approval of a contract with Rick Pershall Building Company in the amount of \$46,410 , with a project contingency of \$3,112 for a total project cost of \$49,522 for the Refurbishment of the Dog Runs in the Kennel Building.

\$ 49,522.00

Cost of this request

\$ 55,000.00

Category / Project Budget

Resurface Kennel Runs

Program Category / Project Name

4470.9470.5301.00

Account Number

\$ 5,478.00

Funds Used to Date

Program / Project Category Name

09002

Project Number

\$ 49,522.00

Remaining Balance

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

[Signature]
 Department Director

09-17-2010
 Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney

9-20-10
 Date

Original Contract Date:

Original Contract Number:

Paul A. Becher
 Finance and Internal Services Director

9-20-2010
 Date

Received in City Clerk's Office 09-17-10 P02:40 RCVD
ED

[Signature]
 Chief of Staff

9-21-10
 Date

Received in Mayor's Office

ENTERED
9/20/10
[Signature]

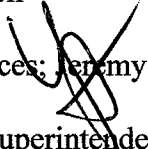
[Signature]
 Mayor

9/21/10
 Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Yolanda Field, Dir. Community Services;  Jeremy Pate, Dir. Community Development 

From: Justine Middleton, Animal Services Superintendent

Date: September 9, 2010

Subject: Bid# 10-55, Construction—Animal Shelter Improvements; Award of Bid and Contract Approval

PROPOSAL:

The Kennel building is located behind the main Shelter building and is used to house dogs during their mandatory five day holding period. This building was the original Shelter built in the 1980s and as such, has begun to show its age. This project will make the surface areas in the Kennel building more sanitary as well as easier to clean and maintain.

All adoptable dogs will be placed in foster care during the renovation project and all dogs still in their holding period will be housed in the main Shelter building.

The project was advertised on Wednesday, August 25 and Wednesday, September 1, 2010. The bids were opened on September 16, 2010. If approved, the renovation work is anticipated to start no later than Friday, October 15 and conclude on or before Monday, November 15, 2010.

RECOMMENDATION:

A resolution awarding Bid# 10-55 and approval of a contract with Rick Pershall Building Company in the amount of \$46,410, with a project contingency of \$3,112 for a total project cost of \$49,522 for the Refurbishment of the Dog Runs in the Kennel Building.

BUDGET IMPACT:

This project is a funded Capital Improvement Project with a total budget of \$55,000 and a current balance of \$49,522 remaining for construction costs.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-55 AND AUTHORIZING A CONTRACT WITH RICK PERSHALL BUILDING COMPANY IN THE AMOUNT OF \$46,410.00 FOR REFURBISHMENT OF DOG RUNS AT THE FAYETTEVILLE ANIMAL SHELTER, AND APPROVING A PROJECT CONTINGENCY OF \$3,112.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-55 and authorizes a contract, a copy of which is attached as Exhibit "A", with Rick Pershall Building Company in the amount of \$46,410.00 for refurbishment of dog runs at the Fayetteville Animal Shelter.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency of \$3,112.00.

PASSED and APPROVED this 5th day of October, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 10-55
DATE: 09/16/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 10-55, Construction - Animal Shelter Improvements

BIDDER	TOTAL BASE BID
1 Benchmark Construction	\$53,900.00
2 Kim Hoadley Construction Co Inc	\$46,879.00
3 Perme Excavating	\$58,900.00
4 Rick Pershall Building Co	\$46,410.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

P. Vice
P. VICE, PURCH AGENT

Joanne Miller
WITNESS

9-16-10
DATE

KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 00300

PROPOSAL FOR LUMP SUM CONTRACT

DATE: 9-16-10

PROPOSAL OF

BUSINESS ADDRESS

Rick Pershall Building CO.
308 S MOCK
PRAIRIE GROVE AR.

() A partnership consisting of

(X) An individual trading as

() A corporation organized under the laws of the state of

Arkansas License Number

0192210311

TO: City of Fayetteville – City Hall
Purchasing Division
113 W. Mountain Street, Suite 306
Fayetteville, Arkansas 72701

Gentlemen:

The undersigned in compliance with your notice for bids for construction of

CITY OF FAYETTEVILLE
ANIMAL SHELTER – KENNEL REFINISHING
1640 S. ARMSTRONG ROAD, FAYETTEVILLE, ARKANSAS

having examined plans and specifications with related documents and the site of the proposed work, and being familiar with all conditions surrounding construction of the proposed building, including the availability of labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with Contract Documents, within the time as stated, at prices as stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

I understand that this project shall be awarded to those parties whose bid will give the Owner the most advantageous price for the project to be built.

I (we) acknowledge the following addenda:

Rick Pershall BID 10-55 ADDENDUM 1
CONSISTING OF 3 PAGES ANIMAL SHELTER IMPROVEMENTS

For all work described in the Specifications and shown on the drawings, I (We) agree to perform this work for the sums set forth as follows:

BASE BID
Forty six thousand four hundred ten DOLLARS
(\$ 46,410.00)

ALTERNATE BID NO. 1: Ceiling Refinishing – remove ceiling refinishing completely from the scope of the Work.

(Deduct) one thousand eight hundred two dollars + 50/100 (\$ 1,082.50)

In submitting this bid, it is understood that the bid not be withdrawn for a period of thirty days from the time fixed for receipt of bids.

Upon receipt of notice of acceptance of this bid, we will execute the formal contract within five days and deliver bonds required by this contract.

The Project Completion date shall be no later than Monday, November 15, 2010. If awarded the Contract, the undersigned agrees to be completed within 30-40 consecutive calendar days after awarding of contract, however, the completion date stated herein, Monday, November 15, 2010 shall be the latest deadline for completion of all Work.

Respectfully Submitted,

By Rick Pershall

Title
Owner

SEAL
(If Corporation)

Business Address 3085 Mock
Prairie Grove Ar.

Arkansas License Number

0192210311



www.accessfayetteville.org

(Acknowledge) Rick D. [Signature]
By 9-16-10
A. 8
Bid #10-55 (Berk Pershall Building
Company) Animal Shelter Dog Run
Page 1 of 2
THE CITY OF FAYETTEVILLE, ARKANSAS

Bid 10-55, Addendum 1

Bid 10-55, Construction – Animal Shelter Improvements

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Thursday, September 09, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

The Drawings for Fayetteville Animal Shelter – Kennel Refinishing in Fayetteville, AR, dated August 17, 2010 are hereby amended by this addendum, dated September 9, 2010, consisting of 3 pages.

Changes to the Drawings:

1. Refer to Sheet 1.1, Door and Frame Schedule:

Door Frame, Mark 123A shall have existing deteriorated frame removed and replaced with new Metal Frame for a Cased Opening, equal to Republic ME Series, 5 3/4" for Butted Masonry Installation at Existing Opening. Provide continuous sealant at both sides of jambs and head, and finish to match existing metal frames.

2. Refer to Sheet 1.1, Door and Frame Schedule:

For clarification, all metal frames to be replaced shall be installed in Butted Masonry Installation for Existing Opening and to be Equal Rabbited to match existing frames removed. New frames are not to be grouted full but shall be caulked with continuous sealant at both sides of jambs and head. Finish to match existing frames.

3. Refer to Sheet 1.1, Floor Plan and Door and Frame Schedule:

Remove and replace door transfer grilles at five (5) existing doors in conjunction with refinishing of existing doors and frames. Doors with existing transfer grilles include Doors mark 109B; between Pups, Rm. 117 and Cats, Rm. 108; between Cats, Rm. 108 and Corridor, Rm. 113; between Corridor, Rm. 113; and at Mechanical Room 120. Grilles to be Fib-R-Dor, 24"x24" FRP door return grilles, brown finish. Final color selection to be coordinated with Owner's representative. Install with Stainless Steel through bolts and trim accessories as recommended by manufacturer. Available from Fib-R-Dor, a division of Chase Industries, Inc., North Little Rock, AR (800) 342-7367.

4. Refer to Sheet 1.1, Floor Plan and Door and Frame Schedule:

All doors and frames not scheduled to be replaced, shall be prepped for refinishing and repainted. Sand all rusted areas and treat with rust inhibitive primer. Finish frames and doors per paint schedule included in the Specifications, Section 9900.

5. Refer to Sheet 1.1, Floor Plan and General Scheduling of Work notes:

Note 5: for clarification, stacked steel crates at Cats, Rm. 108 and at Pups, Rm. 117 to be removed by contractor during the Work and reinstalled at completion of refinishing Work. Units to be stored outside at north side of existing building with chain-link panels and gates.

Note 6: for clarification, equipment and fixtures to be removed include: dryer, water heater and water softener at Laundry, Rm. 122 and water closet at Toilet, Rm. 124. Thru-wall air-conditioner at Rm. 123 can remain and be protected during refinishing Work. Washer at Cats, Rm. 108 will be removed by Owner prior to the Work.

Note 7: for clarification, low-voltage control wiring attached to conduit is to be painted along with ceiling and conduit.

6. Refer to Sheet 1.1, Floor Plan and Demo Notes:

Delete Note 9. Kennel will not be operational during the Work.

7. Refer to Sheet 1.1, Floor Plan and Sequencing/Scheduling of Work Keynotes:

Note 1. For Clarification, Kennel gates and frame panels to be stored on North side of existing building in drive area. Maintain clear 24' drive access.

During reinstallation, contractor to provide new threaded nuts for attachment of existing chain-link brackets to existing threaded bolts inset at existing walls. 144 total fasteners. Contractor shall also plan on replacing upto 20%, or 30 such set anchor bolts with new 1/4" x 2 1/2" threaded anchors grouted in wall to replace rusted or damaged existing anchors.

8. Refer to Sheet 1.1, Floor Plan and Sequencing/Scheduling of Work Keynotes:

Note 4. For Clarification, Cleaning, sterilization and stripping of floors to be done per procedures outlined in the Specifications, Section 03300 Cast-In-Place concrete. Walls to be cleaned and sterilized in similar fashion. A second sanitizing step is to be added as outlined under Changes to Specifications included below. Wall sterilization shall include initial treatment with 1:64 ration concentration of Quat based disinfectant and a second treatment using 1:32 ratio mix of 5% bleach solution with water.

One area of existing concrete floor is to be patched with leveling compound as specified. Such work shall be limited to approximately 1'x2' area at existing door threshold 105A to Storage 1, Room 105. No other patching or repairing of concrete slab shall be included in the Work.

9. Refer to Sheet 1.1, Floor Plan and Sequencing/Scheduling of Work Keynotes:

Note 5. For Clarification, refer to Addendum Item No. 5 above for items to be removed by Contractor.

10. Refer to Sheet 1.1, Floor Plan and Sequencing/Scheduling of Work Keynotes:

Add Note 9. Aluminum kennel sliding doors and sliding frame guides to be removed between each side of existing kennels. There are six (6) such doors between front and back sides of kennels at Kennel Areas 1 & 2; areas 3 & 4; and areas 5 & 6. There are eighteen (18) total units and components are to be turned over to Owner for sanitizing and cleaning. Upon completion of refinishing work, contractor to reinstall with new #10 x 1 3/4" coated masonry screw anchors at each location. 144 total fasteners required.

11. Refer to Sheet 1.1, Floor Plan:

Add Note for ALERNATE NO. 1. Provide price to remove scope of ceiling cleaning and refinishing from the Work. Such work IS to be included in the Base Bid with a deduction to remove such work from the total price in space provided on the Proposal form as provided for in Section 00300 of the Specifications.

12. Refer to Sheet 1.1, Floor Plan:

Remove reference to exterior work and painting of existing building as denoted in note at lower right hand area of Floor Plan. No exterior work or painting is to be included in the Work.

13. Refer to Sheet 1.1, Floor Plan:

Tuckpoint and regrout approximately 4'x4' area of existing CMU wall at West end of Kennel Area 4, Rm. 112.

14. Refer to Sheet 1.1, Floor Plan:

For clarification, existing ceiling height is approximately 8'-0" above finish floor elevation.

Changes to the Specifications:

15. Refer to Section 03300 – Cast in Place Concrete:

- A. Refer to Part 2 – Products, 2.1 Materials, A: In addition to Quaternary Ammonium Chloride based disinfectant specified, a second sanitation utilizing a 5% bleach solution and water shall be used after quat disinfecting and prior to stripping of concrete slab.
- B. Refer to Part 3 – Execution, 3.1 Concrete Refurbishing, B: Use 1:64 ratio of Quat based disinfectant to water for initial sanitizing and 1:32 ratio concentration of 5% bleach solution to water for second sanitizing treatment.
- C. Refer to Part 3 – Execution, 3.1 Concrete Refurbishing, D: The only area of existing concrete slab to be repaired or patched shall be limited to that area specified in Addendum Item No. 8 above.

End of Addendum



CERTIFICATE OF LIABILITY INSURANCE

A. 8
Bid #10-55 (Rick Pershall Building
Company) Animal Shelter Dog Runs
Page 10 DATE (MM/DD/YYYY)
09/16/2010

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

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

PRODUCER INSURANCE CONNECTION OF ARKANSAS LLC JOHN DAVID TRUE 110 SARATOGA WAY, SUITE 6 FARMINGTON AR 72730-2908		CONTACT NAME: JOHN DAVID TRUE PHONE (A/C, No, Ext): 479-267-4219 FAX (A/C, No): 479-267-2389 E-MAIL ADDRESS: johndtrue@juno.com	
INSURED RICK PERSHALL DBA RICK PERSHALL BUILDING COMPANY P.O. BOX 11 PRAIRIE GROVE AR 72753-8229		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE INSURANCE COMPANY INSURER B: LIBERTY MUTUAL INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37877 27243	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ACP GLO 5604691475	09/16/2010	09/16/2011	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY		63-BA-009888-3002	03/19/2010	03/19/2011	PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS	☒ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE				
	DED	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC5-380790-030	06/16/2010	06/16/2011	EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N				AGGREGATE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RICK PERSHALL AS OWNER AND OPERATOR OF RICK PERSHALL BUILDING COMPANY IS EXCLUDED FROM THE WC POLICY.

CERTIFICATE HOLDER CITY OF FAYETTEVILLE 113 WEST MOUNTAIN STREET FAYETTEVILLE, AR 72701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

BID BOND

PUBLIC WORK

BOND NUMBER 70994416

KNOW ALL MEN BY THESE PRESENTS,

That we, RICK PERSHALL d/b/a RICK PERSHALL BUILDING COMPANY, hereinafter called the Principal, and WESTERN SURETY COMPANY, a Corporation duly organized under the laws of the State of SOUTH DAKOTA, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF FAYETTEVILLE as Obligee, hereinafter called the Obligee, in the sum of FIVE percent, (5)%, of the amount of the bid, for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for BID 10-55, CONSTRUCTION - ANIMAL SHELTER IMPROVEMENTS, AS SPECIFIED

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by such bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16TH day of SEPTEMBER, 2010

RICK PERSHALL d/b/a
RICK PERSHALL BUILDING COMPANY,
(Principal)

By Rick Pershall

WESTERN SURETY COMPANY

By Sarah Elizabeth Crowder
Sarah Elizabeth Crowder (Attorney-in-fact)

POWER OF ATTORNEY

Know All Men by These Presents:

(Irrevocable)

No. SP-

43389115

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
RANDY JOE CLAY	SARAH ELIZABETH CROWDER

in the City of CONWAY, State of ARKANSAS, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

ONE CONTRACT SURETY: BID, PERFORMANCE AND PAYMENT BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (1,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

AUGUST 31 2015 but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this 11th day of December, 2006.

WESTERN SURETY COMPANY

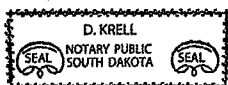
STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss.

By

Paul T. Bruffat
Senior Vice President

On this 11th day of December, in the year 2006, before me, a Notary Public, personally

appeared Paul T. Bruffat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell

Notary Public, South Dakota

My Commission Expires November 30, 2012

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this * 16th day of September, 2010

WESTERN SURETY COMPANY

By

Paul T. Bruffat
Senior Vice President

***IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

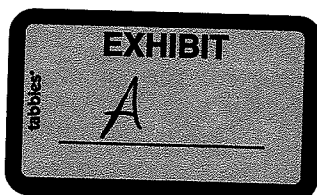
Form 749-12-2006

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy.

City of Fayetteville
Bid 10-55, Construction – Animal Shelter Improvements
Contract – Between City and Rick Pershall Building Company

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and Rick Pershall Building Company. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Rick Pershall Building Company at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 10-55 as stated in Rick Pershall Building Company's bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-55, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Rick Pershall Building Company based on their bid proposal in an amount not to exceed \$46,410.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Rick Pershall Building Company consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-55 with the specifications and conditions typed thereon.
 - B. Rick Pershall Building Company's bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Rick Pershall Building Company and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Rick Pershall Building Company.
5. Rick Pershall Building Company shall not assign its duties under the terms of this agreement.
6. Rick Pershall Building Company agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Rick Pershall Building Company performance of this contract. This clause shall not in



any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. Rick Pershall Building Company shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Rick Pershall Building Company shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person
injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

by The premiums for all insurance and the bond required herein shall be paid Rick Pershall Building Company.

8. Rick Pershall Building Company to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Rick Pershall Building Company with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk



RICK PERSHALL BUILDING COMPANY

BY OWNER
NAME AND TITLE

ATTEST: COMPANY SECRETARY

Rick Pershall

308 S Mock

Prairie Grove, Ar. 72753
BUSINESS ADDRESS



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: BID 10-55, Construction – Animal Shelter Improvements
DEADLINE: Thursday, September 16, 2010 before 2:00:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: August 26, 2010 and September 02, 2010

INVITATION TO BID

BID 10-55, Construction – Animal Shelter Improvements

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 10-55, Construction – Animal Shelter Improvement s" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

A non-mandatory pre-bid conference will be held at the Fayetteville Animal Shelter, 1640 S. Armstrong, Fayetteville, AR, 72701 on Friday, September 03, 2010 at 10:00 AM.

The City of Fayetteville will answer any questions and update all Bidders via Addendum.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Bidder assumes all responsibility for receiving updates and any addenda issued to this project by monitoring www.accessfayetteville.org. Failure to acknowledge addenda issued as instructed could result in rejection of such bid.



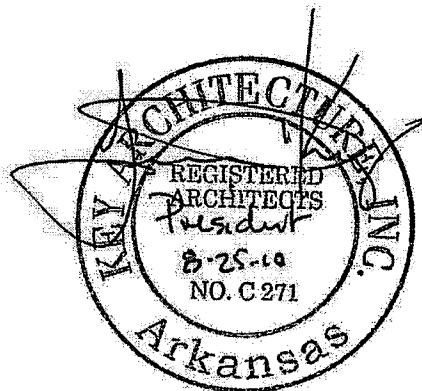
SPECIFICATIONS

KEY ARCHITECTURE, INC.

CITY OF FAYETTEVILLE ANIMAL SHELTER - KENNEL REFINISHING

1640 S. ARMSTRONG ROAD
FAYETTEVILLE, ARKANSAS

ARCHITECT:
KEY ARCHITECTURE, INC.
315 S. GREGG AVENUE
FAYETTEVILLE, ARKANSAS 72701



February 15, 2010

Project No. KAI 0961

A. 8

Bid #10-55 (Rick Pershall Building
Company) Animal Shelter Dog Runs
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February 15, 2010

Project No. KAI 0961

A. 8

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

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01030	Alternates
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01200	Price and Payment Procedures
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01400	Quality Requirements
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DIVISION 2 - SITEWORK

NOT USED

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DIVISION 4 - MASONRY

NOT USED

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NOT USED

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NOT USED

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Specifications --© KAI --City of Fayetteville Animal Shelter - Kennel Refinishing

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DIVISION 10 - SPECIALTIES

NOT USED

DIVISION 11 - EQUIPMENT

NOT USED

DIVISION 12 - FURNISHINGS

NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 - CONVEYING SYSTEMS

NOT USED

DIVISION 15 - MECHANICAL

NOT USED

DIVISION 16 - ELECTRICAL

NOT USED

END OF DOCUMENT

**City of Fayetteville, AR
INVITATION TO BID****Bid 10-55, Construction – Animal Shelter Improvements**

The City of Fayetteville is accepting bids from properly licensed general contractors to bid on a project for improvements at the Fayetteville Animal Shelter, located at 1640 S. Armstrong Rd., Fayetteville, AR. Work includes refurbishing of kennels and support areas totally approximately 2,165 sq. ft. of an existing building of 3,550 sq. ft. more or less, according to plans and specifications prepared by Key Architecture, Inc. Any questions shall be addressed to Andrea Foren, City of Fayetteville Purchasing Agent at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

Bids should be submitted in a sealed envelope or package labeled "Bid 10-55, Construction – Animal Shelter Improvements". All bids shall be received before **2:00 PM, local time on Thursday, September 16, 2010** to the City of Fayetteville, Purchasing Division - Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701. Local time is determined per the atomic clock in the Purchasing Office. Any bid received after specified time will be rejected.

A non-mandatory pre-bid meeting will be held on Friday, September 03, 2010 at 10:00 AM, local time
located at the jobs site.

Bidding documents and plans must be obtained by contacting the City Purchasing Division. Documents are available via e-mail. Plans can also be reviewed at the Fayetteville Purchasing Division, as listed below.

City of Fayetteville – City Hall
Purchasing Division
113 W. Mountain, Suite 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Obtaining contract documents through any source other than the contact listed above, or his/her representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs to risk of basing proposal on such information. The documents obtained through the City or representative(s) are considered the official version and take precedence if any discrepancies occur.

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Each bid must be accompanied by a certified check or bid bond, in an amount not less than five (5) percent of the amount bid.

A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of \$20,000.00 or more.

Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before bid is submitted. Only one bid shall be submitted per State Contractors license and license number shall be included on the bid form.

"Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond ninety days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB,
City of Fayetteville, Purchasing Agent
Ad Dates: 08.26.10 & 09.02.10

Telecommunications Device for the Deaf: TDD (479) 521-1316

113 West Mountain - Fayetteville, AR 72701

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

INSTRUCTIONS TO BIDDERS

Section 00100

1. **BIDDING DOCUMENTS.** Bidders may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Bid. Complete sets of Contract Documents must be used in preparing bids; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the issuing office listed in the Invitation to Bid is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Owner or his representative(s) are considered the official version and take precedence if any discrepancies occur. The fact that documents used for bidding purposes are named "contract documents" does not diminish in any way the right of the Owner to reject any and all bids and to waive any formality.
2. **EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK.** Bidder shall examine the Contract Documents and visit the project site of work. Bidder shall become familiar with all existing conditions and limitations under which the Work is to be performed, and shall base bid on items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to Bidder because of lack of such examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.
3. **INTERPRETATION OF CONTRACT DOCUMENTS DURING BIDDING.**
 - 3.1 All references to the Owner shall be interpreted to mean The City of Fayetteville, Arkansas.
 - 3.2 If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to the Design Professional a written request for an interpretation or correction thereof not later than five (5) calendar days before Bid opening.
 - 3.3 Address all communications regarding the Contract Documents to:

Andrea Foren, CPPB
City of Fayetteville, Purchasing Agent
113 W. Mountain, Suite 306
email: aforen@ci.fayetteville.ar.us
ph: (479) 575-8220
 - 3.4 Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each Bidder of record by the Owner. The Owner will not be responsible for oral explanations or interpretation of the Contract Documents.
 - 3.5 Addenda issued during the bidding period will be incorporated into the Contract Documents.
4. **SUBSTITUTIONS.**
 - 4.1 Materials, products, and equipment described in the Contract Documents establish a standard of required function and a minimum desired quality or performance level, or other minimum dimensions and capacities, to be met by any proposed substitution. Acceptability of substitutions will not be considered during bidding period.
 - 4.2 In some cases, prior approval of material or equipment, or both shall be obtained from Owner in order to obtain the desired color, size, visual appearance, and other features specified.

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Bid #10-55 (Rick Pershall Building
Company) Animal Shelter Dog Runs
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5. **TYPE OF BID.**

The Work under this Contract will be awarded under a stipulated sum contract to the lowest responsible base bid amount. No segregated bids or assignments will be considered. Bids are to include all labor, materials, equipment, sales tax, social security tax, State Unemployment Insurance and all other like items necessary to complete this project.

6. **PREPARATION OF BID.** Bid shall be made on an unaltered Bid Form identical to the form included with the Contract Documents. Fill in all blank spaces and submit one original. Bids shall be signed with name typed below the signature. Where Bidder is a corporation, bids shall be signed with the legal name of the corporation followed by the name of the state of incorporation, contractor's license number issued by the Contractors Licensing Board, and the signature of an authorized officer of the corporation.

Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) license numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture bidders shall indicate at least two (2) signatures on the Bid Form even if they are licensed as a joint venture.

7. **BID GUARANTEE AND BONDS.** Each bid proposal shall include a bid security in the amount of five percent of the total bid offered, if the bid is in excess of \$20,000.00. The bidder will be required to submit a bidder's deposit, which includes enclosing a cashier's check payable to the order of the OWNER drawn upon a bank or trust company doing business in Arkansas or by a corporate bid bond in an amount equal to five (5) percent of the bid. The bidder shall include in the bid the bid bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

The bid bond shall indemnify the Owner against failure of the Contractor to execute and deliver the contract and necessary bond (Performance and Payment Bond) for faithful performance of the contract. The bid bond shall provide that the contractor or surety must pay the damage, loss, cost and expense subject to the amount of the bid security directly arising out of the Contractor's default in failing to execute and deliver the contract and bonds.

Owner will have the right to retain the bid security of bidders to whom an award is being considered until the Contract has been executed and bonds if required, have been furnished, or until specified time has elapsed so that bids may be withdrawn, or all bids have been rejected.

Should Bidder fail to enter into a contract and furnish the required bonds and insurance certificates within 10 days after receipt of Intent to Award, any bid guarantee will be forfeited to the Owner as liquidated damages.

8. **PERFORMANCE AND PAYMENT BOND.** Performance and Payment Bonds are not required for bids \$20,000.00 or under. For work exceeding \$20,000.00, the bidder shall furnish a Performance and Payment Bond in the amount equal to 100 percent of contract price, on AIA Document A311 Performance Bond and Labor and Material Payment Bond as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident agent or a non-resident agent and shall be licensed by the Insurance Commissioner to represent the surety company executing the bond and filing with the bond the agent's Power of Attorney as his authority. The bond shall be written in favor of the Owner. Contractor shall file the bond with the Circuit Clerk in the county where the Work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

9. **SUBCONTRACTORS.** Name of principal subcontractors shall be listed where indicated on the Bid Form in accordance with Ark. Code Ann. § 22-9-204 and the contract documents. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use no other subcontractors when the subcontractor's portion of the project is \$20,000.00 or more, except those qualified and licensed by the Contractors Licensing Board and qualified in Mechanical (HVAC), Plumbing, Electrical and Roofing and Sheet Metal.

A bidder should request clarification from the Design Professional, if the bidder determines a type of work (mechanical -indicative of heating, air conditioning, ventilation, and refrigeration; electrical - indicative of wiring and illuminating fixtures; plumbing; roofing and sheetmetal work - indicative of roofing application) is a component of the project, but space has not been provided on the bid form for the listing of such or if the bid form lists a type of work that is not a component of the project. Clarification should be made in accordance with Instruction 3.2.

For those bids where the listed subcontract work is \$20,000.00 or more, the prime contractor must make a decision as to which subcontractor he intends to use. The prime contractor shall place the names of each subcontractor and indicate whether the amount of the listed work is \$20,000.00 or more in the space provided on the Bid Form. The prime contractor may use his own forces to do the listed work, however, if the listed work is \$20,000.00 or more, the prime contractor must be qualified and licensed by the Arkansas Contractors Licensing Board to perform the listed work. Once the prime contractor determines his own forces will be used, he shall place his name, and indicate in the space provided on the Bid Form whether the amount of the listed work is \$20,000.00 or more. Failure to complete the form correctly shall cause the bid to be declared non-responsive, and the bid will not receive consideration.

A subcontractor, including the prime contractor listed as using his own forces, may subcontract a portion of the listed work. However, a subcontractor is prohibited from subcontracting the work in its entirety.

In the event the amount of the listed subcontract work is below \$20,000.00, the Prime Contractor shall place the names of the person or firm performing the work and indicate in the space provided on the Bid Form that the listed work is under \$20,000.00.

Electrical License Requirement

- a. No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. All electrical work and apprentice electricians shall be supervised by a Master or Journeyman Electrician on a one to one ratio.
- b. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.

Pursuant to Ark. Code Ann. § 22-9- 404, the Bidder may require listed subcontractors (mechanical, plumbing, electrical and roofing/sheet metal) whose bid to the Contractor exceeds \$50,000.00 to provide a Performance and Payment Bond to the Bidder.

10. **SUBMITTAL.** Submit bid on the Bid Form in an opaque, sealed envelope. Identify the envelope with: project name and number, name of Bidder, and Arkansas Contractors License number; only one bid shall be submitted per State Contractors license number. Submit bids in accordance with the Invitation to Bid. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alterations, and erasures shall be lined out, initialed by the Bidder, and the corrected entry inserted on the Bid Form. Only those bids submitted on Owner supplied forms as found in these documents will be accepted.

PROPRIETARY INFORMATION. All bid information, proposals, forms, briefs, sales brochures, etc. will become property of the Owner when submitted with a bid. All bid documents submitted by the bidder shall be available for public inspection after the bid opening. Proprietary pages and documents required to be submitted with bid must be clearly marked as such.

11. **MODIFICATION AND WITHDRAWAL.** Bidder may withdraw bid at any time before bid opening and may resubmit up to the date and time designated for receipt of bids. No bid may be withdrawn or modified after time has been called for the bid opening. Oral modifications to bids will not be considered. Bidder may submit written modifications to bid in writing, by telegraph, or by facsimile at any time prior to the expiration of the bidding time and date and shall so word the modification(s) as to not reveal the amount of the original bid. Telegraph or facsimile modifications shall require written confirmation over the Bidder's signature within 24 hours after bid opening.
12. **DISQUALIFICATION OF BIDDERS.** The Owner shall have the right to disqualify bids (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the

Bidder, to reject a bid not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Bid which is in any way incomplete or irregular.

13. **LATE BIDS.** Late bids, bids en route, bids left at a location other than that indicated on the Invitation to Bidders by special carrier or other will not be considered. Bids must be received by or before the time as indicated on the Invitation to Bidders.

14. **APPLICABLE LAWS.**

Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.

Discrimination. Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Bidder has violated state or federal laws or regulations, the Owner may impose a range for appropriate remedies up to and including termination of the Contract.

Taxes. Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.

15. **PRE-BID CONFERENCE.** Refer to Invitation To Bid for information concerning any Pre-bid Conferences.
16. **OPENING.** Bids will be opened as identified in the Invitation to Bid.
17. **EVALUATION and CONSIDERATION OF BIDS.** It is the intent of the Owner to award a Contract to the lowest responsive qualified bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds certified for the project by more than 25%. The Owner shall have the right to waive any formalities in a bid received and to accept the bid which, in the Owner's judgment, is in its best interests. The Owner shall have the right to accept any or all bids for a period not to exceed 30 days.

Tie Bids. If two or more sealed bids are equal in amount, meet Bidding Document requirements, and are the lowest received by the time of the bid opening, then the apparent low bidder will be determined by Owner. Nothing in the above and foregoing will diminish the Owner's reserved right to reject any and all bids and to waive any formalities.

18. **EXECUTION OF CONTRACT.**

The apparent low Bidder shall be prepared, if so required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract. Attention is called to the fact that the bidder in signing the proposal, represents that he has the financial ability and experience to carry out the work throughout its several stages within the time for completion set forth on the Bid Form.

The successful Bidder will be required to execute an Agreement with the Owner on a form identical to the Agreement Form included with the Contract Documents and the Performance and Payment Bond and Certification of Insurance within ten days after receipt of the Intent to Award. Failure of the Bidder to do so may result in the Bidder being rejected and could result in disqualification and forfeiture of bid bond.

The successful Bidder will be required to furnish Owner with proof of insurance, as prescribed by the General Conditions and Supplementary General Conditions.

END OF SECTION

KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 00300

PROPOSAL FOR LUMP SUM CONTRACT

DATE:

PROPOSAL OF _____

BUSINESS ADDRESS _____

() A partnership consisting of

() An individual trading as

() A corporation organized under the laws of the state of

Arkansas License Number _____

TO: City of Fayetteville – City Hall
Purchasing Division
113 W. Mountain Street, Suite 306
Fayetteville, Arkansas 72701

Gentlemen:

The undersigned in compliance with your notice for bids for construction of

CITY OF FAYETTEVILLE
ANIMAL SHELTER – KENNEL REFINISHING
1640 S. ARMSTRONG ROAD, FAYETTEVILLE, ARKANSAS

having examined plans and specifications with related documents and the site of the proposed work, and being familiar with all conditions surrounding construction of the proposed building, including the availability of labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with Contract Documents, within the time as stated, at prices as stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is a part.

I understand that this project shall be awarded to those parties whose bid will give the Owner the most advantageous price for the project to be built.

I (we) acknowledge the following addenda:

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Bid #10-55 (Rick Pershall Building
Company) Animal Shelter Dog Runs
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For all work described in the Specifications and shown on the drawings, I (We) agree to perform this work for the sums set forth as follows:

BASE BID

_____ DOLLARS

(\$ _____)

ALTERNATE BID NO. 1: Ceiling Refinishing – remove ceiling refinishing completely from the scope of the Work.

(Deduct) _____ (\$ _____)

In submitting this bid, it is understood that the bid not be withdrawn for a period of thirty days from the time fixed for receipt of bids.

Upon receipt of notice of acceptance of this bid, we will execute the formal contract within five days and deliver bonds required by this contract.

The Project Completion date shall be no later than Monday, November 15, 2010. If awarded the Contract, the undersigned agrees to be completed within _____ consecutive calendar days after awarding of contract, however, the completion date stated herein, Monday, November 15, 2010 shall be the latest deadline for completion of all Work.

Respectfully Submitted,

By

Title

SEAL
(If Corporation)

Business Address

Arkansas License Number

KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 00400

CONDITIONS OF THE CONTRACT

1. FORM OF AGREEMENT

The City of Fayetteville's standard contract form will be used as the instrument of agreement between the Owner and the Contractor, and is hereby made a part of this specification as if hereto attached.

Copies of this Agreement are on file in the Procurement Office and are available to bidders for inspection.

2. PERFORMANCE BOND AND PAYMENT BOND

A. FORM OF BOND

AIA Document A312, Performance Bond and Payment Bond, 1984 Edition, as compiled and furnished by the American Institute of Architects, will be the form of bond required and is hereby made a part of this specification as if hereto attached.

Copies of this form are on file in the office of the Architect and are available to Bidders for inspection.

B. FILING OF BOND

The General Contractor shall file a Statutory Bond and pay fee to the Clerk of the District Court in the county in which the project is constructed. Furnish Owner, through the Architect, with one copy of Statutory Bond indicating that the bond has been duly filed with Clerk of District Court.

The Owner will not make any payments until the Contractor furnishes the Owner with proof that the bond has been duly filed.

3. BID BOND

AIA Document A310, Bid Bond, February 1970 Edition, as compiled and furnished by the American Institute of Architects, will be the form of bond required and is hereby made a part of this specification as if hereto attached.

Copies of this form are on file in the office of the Architect and are available to Bidders for inspection.

4. GENERAL CONDITIONS

The Owner has indicated an intention to use the General Conditions of the Contract for the Construction of Buildings, Articles 1 through 15, a standard document of the American Institute of Architects, Document No. A201, 2007 Edition, which is hereby made a part of these Specifications and except as modified and supplemented by the paragraphs herein, are the General Conditions on which all contracts for this work will be based. A copy of the referenced AIA document is on file at the offices of the Owner and the Architect. All persons intending to provide goods or services in connection with the Work are advised to read and understand the referenced AIA Document prior to proceeding.

END OF SECTION

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Bid #10-55 (Rick Pershall Building
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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 00700

GENERAL CONDITIONS

The Owner has indicated an intention to use the General Conditions of the Contract for the Construction of Buildings, Articles 1 through 15, a standard document of the American Institute of Architects, Document No. A201, 2007 Edition, which is hereby made a part of these Specifications and except as modified and supplemented by the paragraphs herein, are the General Conditions on which all contracts for this work will be based.

A copy of the referenced AIA document is on file at the offices of the Owner and the Architect. All persons intending to provide goods or services in connection with the Work are advised to read and understand the referenced AIA Document prior to proceeding.

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 00800

SUPPLEMENTARY CONDITIONS

1. GENERAL

At the beginning of Article 1 of the General Conditions, add the following:

"The work of the contractor and all subcontractors indicated on the Drawings, or specified herein shall be carried out in strict accordance with both the General and Supplementary Conditions. The requirements of Supplementary Conditions shall govern when in conflict with the General Conditions."

2. SECTION HEADINGS

At the end of subparagraph 1.1.6 of Article 1 of the General Conditions, add the following:

"The specifications following are outlined under the Construction Specification Institute (C.S.I.) Format in order to make explanations clearer, also for the purpose of segregating the various trades. Mention of "work not included" in the various sections refers only to the sections, and such reference shall not act to exclude any part of the work from the General Contract or finished buildings."

3. WORKMANSHIP

At the end of subparagraph 3.4.1 of Article 3 of the General Conditions, add the following:

"The workmanship of all trades, both skilled and unskilled, shall be of the best, as compared with the grades good, better, and best.

Workmanship shall be considered of prime importance in all parts of the work.

Work classified within the skilled trades shall be performed by workers who possess the skill, talent and experience with which to produce a finished job to the best workmanship.

Corrective measures for defective workmanship are limited and very often do not completely correct the defect. Thus it shall be the duty of the Contractor to order the discharge of any person whose skill and ability are not of the best, or whose employment, in the opinion of the Architect, is not for the best interest of the work."

4. SUBSTITUTION OF MATERIALS OR EQUIPMENT

At the end of subparagraph 3.4.2 of Article 3 of the General Conditions, add the following:

"Throughout the specifications definite materials are specified. It is the intention of the Architect to set and maintain a definite standard and not to discriminate against another manufactured product. Should the Contractor desire to make a substitution, he shall submit to the Architect a written request within thirty (30) days after the awarding of the contract. No approvals for substitutions shall be made unless authorized in writing by the Architect and the Owner."

5. CONSTRUCTION SUPERINTENDENT

At the beginning of section 3.9 of Article 3 of the General Conditions, add the following:

"The Contractor **must** provide a competent full time superintendent, who is responsible for being at the site when any work is being done on the project.

6. PHASING OF CONSTRUCTION

At the end of section 3.10 of Article 3 of the General Conditions, add the following:

"Owner shall have the right to request a portion of the building completed before the rest is completed as long as in the opinion of the Architect the date of Substantial Completion is not delayed."

7. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

At the end of subparagraph 3.12.6 of Article 3 of the General Conditions, add the following:

"Shop drawings and submittal data are considered "Not Approved" unless specifically stamped approved. Reproductions of Contract Drawings as shop drawings are not acceptable, and if received by the Architect, will be returned rejected for resubmission in the proper form."

8. CLEANING BUILDINGS UPON COMPLETION

At the end of subparagraph 3.15.1 of Article 3 of the General Conditions, add the following:

"Upon completion of all work, the building shall be thoroughly cleaned and made ready for occupancy. Windows shall be cleaned, floors shall be broom-cleaned and wet mopped. The exterior premises shall be free from all debris, lumber scraps, and the grounds raked."

9. PRE-CONSTRUCTION CONFERENCE

At the end of subparagraph 4.2.2 of Article 4 of the General Conditions, add the following:

".1 A preconstruction conference between Architect, Owner's representative, and Contractor shall be held at the site prior to commencement of the work for the purpose of further orienting Contractor to requirements of the contract documents, informing Contractor of Architect's responsibility to Owner for site observation, and working out with Contractor a general schedule of site observation.

.2 Periodic job site meetings will be held by Architect to insure all activities are being coordinated properly on project and to assist in staying on schedule. Status of submittals, changes, progress payments, and other matters will be reviewed. Contractor shall attend such meetings and shall require subcontractors to attend as necessary."

10. PAYMENTS TO THE CONTRACTOR

At section 9.3, delete subparagraph 9.3.1 and replace with the following:

"9.3.1 At least ten days before the 15th day of each month, the Contractor shall submit to the Architect an itemized Application for Payment for work done during the previous calendar month in accordance with the Schedule of Values. Such application shall be notarized and supported by data substantiating the Contractor's right to payment, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage of 10%. The Architect may, if he so desires, arrive at the method of payment by means of considering the amount of work yet to be completed and the value thereof, plus the retained percentage."

11. PROTECTION FROM WEATHER

At the end of subparagraph 10.2.1.2 of Article 10 of the General Conditions, add the following:

"The Contractor shall protect all incomplete walls with suitable coverings during low temperatures, rain or snow. He shall make temporary provisions to take the water away from buildings before leaders, roof drains, or downspouts are erected and shall in every way protect the buildings and contents from damage or unnecessary wettings."

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12. INSURANCE

At the beginning of subparagraph 11.1.1 of Article 11 of the General Conditions, add the following:

"The Contractor shall furnish the insurance required herein at his own expense and shall file with the Owner the policies of certificates as required.

All insurance policies and certificates shall be submitted with the original and four (4) copies.

All policies delivered to the Owner shall be returned to the Contractor upon termination of the work for cancellation and refund of premium, if any.

A. The Contractor shall furnish a Certificate of Insurance addressed to the Owner and showing that he carries the following insurance:

Workmen's Compensation	Statutory Amount
Bodily Injury Liability	\$500,000.00 for each occurrence \$1,000,000.00 annual aggregate
Property Damage Liability	\$1,000,000.00 for each occurrence \$1,000,000.00 annual aggregate
Personal Injury	\$1,000,000.00 annual aggregate

Completed Operations and Products Liability shall be maintained for One (1) year after final payment.

Property Damage Liability Insurance shall include Coverage for Explosion (X), Collapse (C), and Underground (U).

Comprehensive Automobile Liability:

Bodily Injury	\$1,000,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$1,000,000.00 each occurrence

The Contractor shall carry Umbrella liability:

Minimum Coverage Amount	\$1,000,000.00
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B. The Contractor shall require that all sub-contractors shall be required to maintain Workman's Compensation, Personal Injury Liability, and Property Damage Liability Insurance, in the amount set out above for the Contractors liability insurance. Proof of subcontractor insurance must be submitted to the Owner upon request."

13. ARBITRATION

At subparagraph 15.4.1, after the words, "Construction Industry Arbitration Rules in effect on the date of this agreement," add the words: "subject to the applicable laws of the State of Arkansas."

END OF SECTION

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 00860

LIST OF DRAWINGS

Architectural Drawings:

A1.1 Floor Plan and Notes

END OF SECTION

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 01030

ALTERNATES

PART 1 GENERAL

1.01 SUMMARY

- A. Provisions are made in the proposal for the bidding of the base bid, and also, for the inclusion of the following alternates to be bid separately, the amount for which shall be stated by all bidders. The amount stated shall include all work as shown on the plans or described in the specifications for each alternate.

The work under this heading is subject to the General Conditions and Special Conditions of the specifications and contract, and the Contractor or Sub-Contractor shall be responsible for, and be governed by, all the requirements thereunder as though specifically repeated herein.

The Owner shall have the right to accept or reject any or all alternates.

Alternate No. 1: Remove all ceiling refinishing work from the scope of the Work. New finished to be limited to walls and floors in areas to be refurbished as shown on the documents.

END OF SECTION

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 01100

SUMMARY

1.1 SUMMARY OF WORK

A. Project Identification: As follows:

1. Project: City of Fayetteville, Animal Shelter – Kennel Refinishing
2. Owner: City of Fayetteville

B. Contract Documents, dated August 20, 2010 were prepared by Key Architecture, Inc., 315 S. Gregg Avenue, Fayetteville, Arkansas 72701.

C. The Work consists of refurbishing 2165 square feet of an existing 3550 square foot existing kennel holding facility as described in the Contract Documents. This work includes, but is not necessarily limited to, the following:

1. Removal of existing chain-link kennel enclosure panels and gates, and re-installation after refinishing work.
2. Sanitizing of all floor and wall surfaces.
3. Repair or Removal and replacement of damaged hollow metal doors and/or frames.
4. Removal and replacement of deteriorated trench drain grate covers.
5. Stripping of existing floor sealer and preparation for sealing and refinishing.
6. Sealing existing slabs with deep penetrating chemical sealer.
7. Repainting all walls in areas indicated.

D. Summary of References

Work of the Contract can be summarized by references to the requirements of the various Contract Documents, which in turn make reference to the requirements of other applicable provisions which control or influence the work; these references can be summarized by, but are not limited to, those listed below:

1. The completed and accepted Proposal for the General Contract Form.
2. The executed Owner/Contractor Agreement bound herein.
3. The General and Supplementary Conditions.
4. The Drawings listed in the Schedule of Drawings.
5. The Specifications, bound herein, and listed in the Table of Contents bound in this manual.
6. Addenda and Modifications to the Contract Documents.
7. Change Proposals and Change Orders to the Contract.
8. Governing regulations, which have a bearing on the performance of the work; copies can be obtained from or reviewed at the local, state, or federal agency responsible for the regulations in each case.
9. Submittals of every kind, copies of which are retained by the Contractor at the site.
10. Miscellaneous elements of information having a bearing on the performance of the Work, such as weather forecasts; copies must be obtained by the Contractor through normal channels of information.

1.2 WORK RESTRICTIONS

A. Project Limits:

1. Confine operations to areas within Contract limits. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed. Refer to drawings.

- B. Contractor's Use of Premises: During construction, Contractor shall have limited use of site & building as indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:
1. Existing entry and entry to adjacent facilities shall be maintained and Contractor's operations coordinated to prevent interference including use of parking and other premises as indicated on the documents.
 2. No smoking will be allowed on the premises at any time.
 3. Evening work to be coordinated when necessary. Coordinate such work with the Owner in advance.
 4. Use of Owner's facilities by Contractor's personnel are prohibited unless specifically allowed.
 5. Use of Owner's telephone is prohibited. Pay phones may be used. Contractor is encouraged to equip his foreman with a wireless mobile phone.
 6. Use of Owner's trash dumpsters is prohibited. The Contractor shall assume responsibility for providing trash dumpsters at the site, maintaining it in usable condition, and having it routinely emptied to allow continuous use. Location subject to Owner approval.
 7. Owner will not accept any deliveries for the Contractor or any subcontractor. Contractors must make their own arrangements to receive their respective shipments.
 8. The Owner will provide water for construction at the nearest outlet.
 9. Parking by contractor's personnel will be allowed only on portions of the existing lots as designated by the Owner.
 10. Do not litter Owner's property. Contractors shall be responsible for immediate removal of same at no cost to Owner.
 11. Contractor shall be aware that portions of the Owner's Building and grounds will be continuously occupied. All reasonable efforts shall be made to minimize noise, dust and other inconvenience to the personnel, kenneled animals, and visitors.
 12. Existing exterior wall surfaces, windows, sidewalks, lawns, shrubs, and trees shall be protected from damage due to work under this contract. Damage caused by this work shall be repaired and restored to the satisfaction of the Architect and Owner.
 13. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 14. The contractor shall properly barricade and provide all guards, lights, signals, etc., for the safety of the public or as required by ordinances and/or directed by the Architect.
 15. Continuously maintain adequate protection of the work from damage, protect Owner's property from injury or loss arising in connection with the work, and protect adjacent property as required by law or the Contract Documents.
 16. The Contractor and his personnel shall use appropriate language, behavior, dress and privacy in changing of clothes. Consumption of alcoholic beverages is prohibited on Owner's property.

END OF SECTION 01100

KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 01200

PRICE AND PAYMENT PROCEDURES

1.1 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Contractor, Architect will issue a Change Order on AIA Document G701, for all changes to Contract Sum or Contract Time.
- B. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive on AIA Document G714, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.

1.2 ALTERNATES

- A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to Contract Sum.
- B. Indicate on the Bid Form amounts to be deducted from or added to Contract Sum for the following alternates:
 - 1. Alternate Number One - Remove ceiling refinishing work from scope of the Work. Provide Deduct for not including such work in the scope of improvements.

1.3 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least 10 days before the first Application for Payment. In Schedule of Values, break down Contract Sum into at least one line item for each Specification Section. Correlate the Schedule of Values with Contractor's Construction Schedule.
- B. Submit 3 copies of each application for payment on AIA Document G702/703, according to the schedule established in Owner/Contractor Agreement.
 - 1. For the Application for Payment submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for whom amounts were requisitioned in the previous Application for Payment.
 - 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates.

END OF SECTION

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.
- B. Coordinate construction to ensure efficient and orderly execution of each part of the Work.
- C. Progress meetings will be held at Project site every two weeks. Notify Owner and Architect of meeting dates. Each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities, shall attend.
 - 1. Prepare minutes of each meeting and distribute to parties present.

1.2 CONSTRUCTION SCHEDULE

- A. Prepare a horizontal bar-chart construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.
 - 1. Submit within 14 days after date established for Commencement of the Work.
 - 2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 - 3. Indicate Substantial Completion and allow time for Architect's procedures necessary for certifying Substantial Completion.
 - 4. Schedule Distribution: Distribute copies to Owner, Architect, subcontractors, and parties required to comply with dates.
 - 5. Updating: Revise the schedule after each meeting or activity where revisions have been made. Distribute revised copies to Owner, Architect, subcontractors, and parties required to comply with dates.

1.3 SUBMITTAL PROCEDURES

- A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and activities that require sequential operations.
 - 1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
 - 2. Architect will not accept submittals from sources other than Contractor.
- B. Prepare submittals by placing a permanent label on each for identification. Provide a 4- by 5-inch (100- by 125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.
 - 4. Name and address of subcontractor or supplier.
 - 5. Number and title of appropriate Specification Section.
 - 6. Contractor's certification that materials comply with specified requirements.

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- C. Coordinate each submittal with other submittals and with work that does not require submittals.
- D. Product Data: Mark each copy to show applicable choices and options. Include the following:
 - 1. Data indicating compliance with specified standards and requirements.
 - 2. Notation of coordination requirements.
 - 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- E. Shop Drawings: Submit newly prepared information drawn to scale. Do not reproduce Contract Documents or copy standard information. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (762 by 1067 mm). Architect will return the reproducible print. Include the following:
 - 1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.
 - 2. Identification of products and materials.
 - 3. Notation of coordination requirements.
 - 4. Notation of dimensions established by field measurement.
 - 5. Identification of deviations from Contract Documents.
- F. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show limits of the variations. Include product name or name of the manufacturer.
- G. Architect will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.

END OF SECTION

KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 01400

QUALITY REQUIREMENTS

1.1 SECTION REQUIREMENTS

- A. Quality-control services include inspections, tests, and related actions including reports. Quality-control services are further specified in other Sections of these Specifications and shall be performed by independent testing agencies provided by Contractor or Owner, as specified.
1. Unless otherwise indicated, quality-control services required by authorities having jurisdiction will be provided by Owner.
- B. Contractor is responsible for scheduling inspections and tests.
- C. Retesting: Contractor shall pay for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
- D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary services as requested. Notify agency in advance of operations requiring tests or inspections, to permit assignment of personnel. Auxiliary services include the following:
1. Access to the Work.
 2. Incidental labor and facilities to assist inspections and tests.
 3. Adequate quantities of materials that require testing, and assisting in taking samples.
 4. Facilities for storage and curing of test samples.
 5. Security and protection of samples and test equipment.
- E. Duties of Testing Agency: Testing agency shall cooperate with Architect and Contractor in performing its duties. Agency shall provide qualified personnel to perform inspections and tests.
1. Agency shall promptly notify Architect and Contractor of irregularities or deficiencies observed in the Work during performance of its services.
 2. Agency shall not release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 3. Agency shall not perform duties of Contractor.
- F. Submittals: Testing agency shall submit a certified written report of each inspection and test to the following:
1. Owner.
 2. Architect.
 3. Contractor.
 4. Structural engineer.
 5. Authorities having jurisdiction, when authorities so direct.
- G. Report Data: Reports of each inspection, test, or similar service shall include at least the following:
1. Name, address, and telephone number of testing agency.
 2. Project title and testing agency's project number.
 3. Designation (number) and date of report.
 4. Dates and locations where samples were taken or inspections and field tests made.

5. Names of individuals taking the sample or making the inspection or test.
6. Designation of the product and test method.
7. Complete inspection or test data including an interpretation of test results.
8. Ambient conditions at the time of sample taking and testing.
9. Comments or professional opinion on whether inspected or tested Work complies with requirements.
10. Recommendations on retesting or reinspection.
11. Name and signature of laboratory inspector.

H. Testing Agency Qualifications: Engage inspection and testing agencies that are pre-qualified as complying with the American Council of Independent Laboratories' "Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.

1. Each testing agency shall be authorized by authorities having jurisdiction to operate in the state where Project is located.

END OF SECTION

KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 01600

PRODUCT REQUIREMENTS

1.1 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
 - 2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
 - 3. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.
 - 4. Store heavy items in a manner that will not endanger supporting construction.
 - 5. Store products subject to damage on platforms or pallets, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.
- C. Product Substitutions: Reasonable and timely requests for substitutions will be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract.
 - 1. Submit four (4) copies of each request for product substitution. Identify product to be replaced and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in Contract Sum or Contract Time should the substitution be accepted.
 - 2. Submit requests for product substitution in time to permit processing of request and subsequent Submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 3. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
 - 1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
 - 2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.

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3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
 4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
 5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
 6. Where compliance with codes, regulations, or standards is specified, select a product that complies with the codes, regulations, or standards referenced.
- D. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options.

END OF SECTION

KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 01700

EXECUTION REQUIREMENTS

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
- B. Record Specifications: Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.
- C. Operation and Maintenance Data: Organize data into three-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following:
 - 1. Emergency instructions.
 - 2. Spare parts list.
 - 3. Copies of warranties.
 - 4. Wiring diagrams.
 - 5. Shop Drawings and Product Data.

1.2 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, filler and primer application.
- C. Where Drawings indicate dimensions of existing construction verify by field measurement. Where fabricated products are to be fitted to other construction verify dimensions by field measurement before fabricating and, when possible, allow for fitting and trimming during installation.

3.1 CUTTING AND PATCHING

- A. Do not cut structural members without prior written approval of Architect.
- B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
- B. Comply with NFPA 70 for installation of electrically operated equipment and electrical components and materials.

3.3 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:

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1. Remove labels that are not permanent.
2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
4. Vacuum carpeted surfaces and wax resilient flooring.
5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
6. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

4.1 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
 1. Advise Owner of pending insurance changeover requirements.
 2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
 3. Deliver spare parts, extra materials, and similar items.
 4. Changeover locks and transmit keys to Owner.
 5. Complete startup testing of systems and instruction of operation and maintenance personnel.
 6. Remove temporary facilities and controls.
 7. Complete final cleanup.
 8. Touch up, repair, and restore marred, exposed finishes.
 9. Obtain final inspections from authorities having jurisdiction.
 10. Obtain certificate of occupancy.
- B. On receipt of a request for inspection, Architect will proceed with inspection or advise Contractor of unfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
 1. Startup and shutdown.
 2. Emergency operations and safety procedures.
 3. Noise and vibration adjustments.
 4. Maintenance manuals.
 5. Spare parts, tools, and materials.
 6. Lubricants and fuels.
 7. Identification systems.
 8. Control sequences.
 9. Hazards.
 10. Warranties and bonds.
- D. Request inspection for certification of final acceptance, once the following are complete:
 1. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 2. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
- E. Architect will reinspect the Work on receipt of notice that the Work has been completed.
 1. On completion of reinspection, Architect will prepare a certificate of final acceptance. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION

KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 01732

SELECTIVE DEMOLITION

1.1 SECTION REQUIREMENTS

- A. Unless otherwise indicated, demolished materials become Contractor's property. Remove from Project site.
- B. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- C. Comply with EPA regulations and disposal regulations of authorities having jurisdiction.
- D. Conduct demolition without disrupting Owner's use of the building.

2.1 DEMOLITION

- A. Maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to other parts of the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services to be demolished.
- C. Employ a certified, licensed exterminator to treat building and to control rodents and vermin.
- D. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- E. Provide and maintain shoring, bracing, or structural support to preserve building stability and prevent movement, settlement, or collapse.
- F. Protect building structure or interior from weather and water leakage and damage.
- G. Protect remaining walls, ceilings, floors, and exposed finishes. Erect and maintain dustproof partitions. Cover and protect remaining furniture, furnishings, and equipment.
- H. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- I. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- J. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0953

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. Comply with ASTM C94; ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice"

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Sanitizer/Cleaner: Quaternary Ammonium Chloride based disinfectant. Oasis 146 Multi Quat Sanitizer, or equal as manufactured by Ecolab. (800) 226-3233.
- B. Stripper: Non-toxic, low odor, low VOC. Soy-It Lead Paint and HD Stripper. Available from Eco Safety Products, 2921 W. Culver Street, #4B, Phoenix, AZ 85009. www.ecosafetyproducts.com.
- C. Deep Penetrating Sealer: Integral, deep penetrating sealer to be Norganix, or equal, as manufactured by Norganix, Inc., 9895 Nature Mill Road, Johns Creek, GA 30022. (770) 558-6066. www.norganix.com.
- D. Repair Topping: Factory-packaged, portland or blended hydraulic cement-based, polymer-modified, self-leveling traffic-bearing topping with minimum 28-day compressive strength of 5700 psi (39 MPa).

PART 3 - EXECUTION

3.1 CONCRETE REFURBISHING

- A. Power wash and clean all floor and wall surfaces to be sanitized, sealed and refinished.
- B. Sanitize and clean existing concrete surfaces to be sealed and refinished. Follow manufacturer's recommendations for ratio and application of quaternary sanitizer.
- C. Strip existing concrete floor surfaces to be refinished per manufacturer's recommended procedures. Rinse all surfaces after stripping prior to application of penetrating sealer.
- D. Repair area(s) of slabs prior to application of penetrating sealer if necessary. Contractor shall survey conditions prior to bidding and note any such areas needing repaired.
- E. Apply integral, penetrating sealer per manufacturer's recommendations.

END OF SECTION

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 06600

PLASTIC FABRICATIONS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submit Product Data

PART 2 - PRODUCTS

2.1 PLASTIC FABRICATIONS

- A. Chemical resistant, fiberglass composite grate for PolyDrain trench drains. Grates to be PolyDrain number 2722, vinyl ester chemical resistant FRP with .6" spaced bars with minimum 150 psi proof load capacity with accessories. PolyDrain as manufactured by ABT, Inc., 259 Murdock Road, Troutman, NC 28166, (800) 438-6057.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install grates per manufacturer's recommendations with stainless steel #8 - 32 toggle bar system. Grates to seat in existing trench drain channels without rocking.

END OF SECTION

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KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0953

SECTION 08110

STEEL DOORS AND FRAMES

PART 1- GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and door schedule.
- B. Comply with ANSI/SDI 100.

PART 2- PRODUCTS

2.1 MATERIALS

- A. Hot-Rolled Steel Sheets: ASTM A 569/A 569M.
- B. Cold-Rolled Steel Sheets: ASTM A 366/A 366M or ASTM A 620/A 620M.
- C. Galvanized Steel Sheets: ASTM A 653/A 653M, commercial steel, or ASTM A 642/A 642M, drawing quality, with A60 or G60 (ZF180 or Z180) coating designation, mill phosphatized.

2.2 STEEL DOORS AND FRAMES

- A. Manufacturers :
 - 1. Assa Abloy
 - 2. Windsor Republic Doors
 - 3. Steelcraft
- B. Steel Doors: 1-3/4-inch- (44-mm-) thick of materials and ANSI/SDI 100 grades and models specified below .
 - 1. Interior Doors: Grade II, heavy-duty, Model 2, seamless design, min. 0.0478-inch- (1.2-mm-) thick, cold-rolled steel sheet faces.
 - 2. Exterior Doors: Grade III, extra heavy-duty, Model 2, seamless design, minimum 0.0635-inch- (1.6-mm-) thick, galvanized steel sheet faces.
- C. Door Silencers: Three on strike jambs of single-door frames and two on heads of double-door frames.
- D. Plaster Guards: Provide where mortar might obstruct hardware operation and to close off interior of openings.
- E. Fabricate steel frames to be rigid, neat in appearance, and free from defects, warp, or buckle.
 - 1. Interior Frames: Fabricate with mitered or coped and continuously welded corners, formed from 0.0478-inch- (1.2-mm-) thick, cold-rolled steel for openings 48 inches (1220 mm) or less in width and from 0.0598-inch- (1.5-mm-) thick steel for openings more than 48 inches (1220 mm) in width.
 - 2. Exterior Frames: Fabricate with mitered or coped and continuously welded corners, formed from 0.0635-inch- (1.6-mm-) thick, galvanized steel sheet.
- F. Prepare doors and frames to receive mortised and concealed hardware according to SDI 107.

- G. Prime Coat: Uncoated steel, ANSI A224.1 shop primer.

PART 3- EXECUTION

3.1 INSTALLATION

- A. Place steel frames to comply with SDI 105.
- B. Install steel doors accurately in frames, with clearances specified in ANSI/SDI 100.
 - 1. Fire-Rated Doors: Install with clearances specified in NFPA 80.
 - 2. Smoke-Control Doors: Comply with NFPA 105.
- C. Prime Coat Repair: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and repair finish with compatible air-drying primer.

END OF SECTION

KEY ARCHITECTURE, INC.

PROJECT NO. KAI 0961

SECTION 09910

PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Summary: Paint all exposed surfaces, unless otherwise indicated.
 - 1. Paint the back side of access panels.
 - 2. Do not paint prefinished items, finished metal surfaces, operating parts, labels, and materials obviously intended to be left exposed such as brick and tile.
 - 3. Unless otherwise indicated do not paint concealed surfaces.
- B. Submittals: Product Data and color Samples.
- C. Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.
- D. Extra Materials: Deliver to Owner a 1-gal. (3.8-L) container, properly labeled and sealed, of each color and type of finish coat paint used on Project.

PART 2 - PRODUCTS

2.1 PAINT

- A. Product: Harmony, Interior Latex, B9-900 Series by Sherwin-Williams Company, or equal. Low-odor, anti-microbial formulated interior paint without silica.
- B. Manufacturers :
 - 1. The Sherwin-Williams Company. www.sherwin-williams.com
 - 2. Benjamin Moore & Co.: www.benjaminmoore.com
 - 3. PPG Architectural Finishes, Inc.: www.ppgaf.com
- C. Colors: As selected.
- D. Material Quality: Manufacturer's best-quality of coating types specified.
- E. Material Compatibility: Complete system of compatible components that is recommended by manufacturer for application indicated.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with paint manufacturer's written instructions for surface preparation, environmental and substrate conditions, product mixing, and application.

3.2 INTERIOR PAINT APPLICATION SCHEDULE

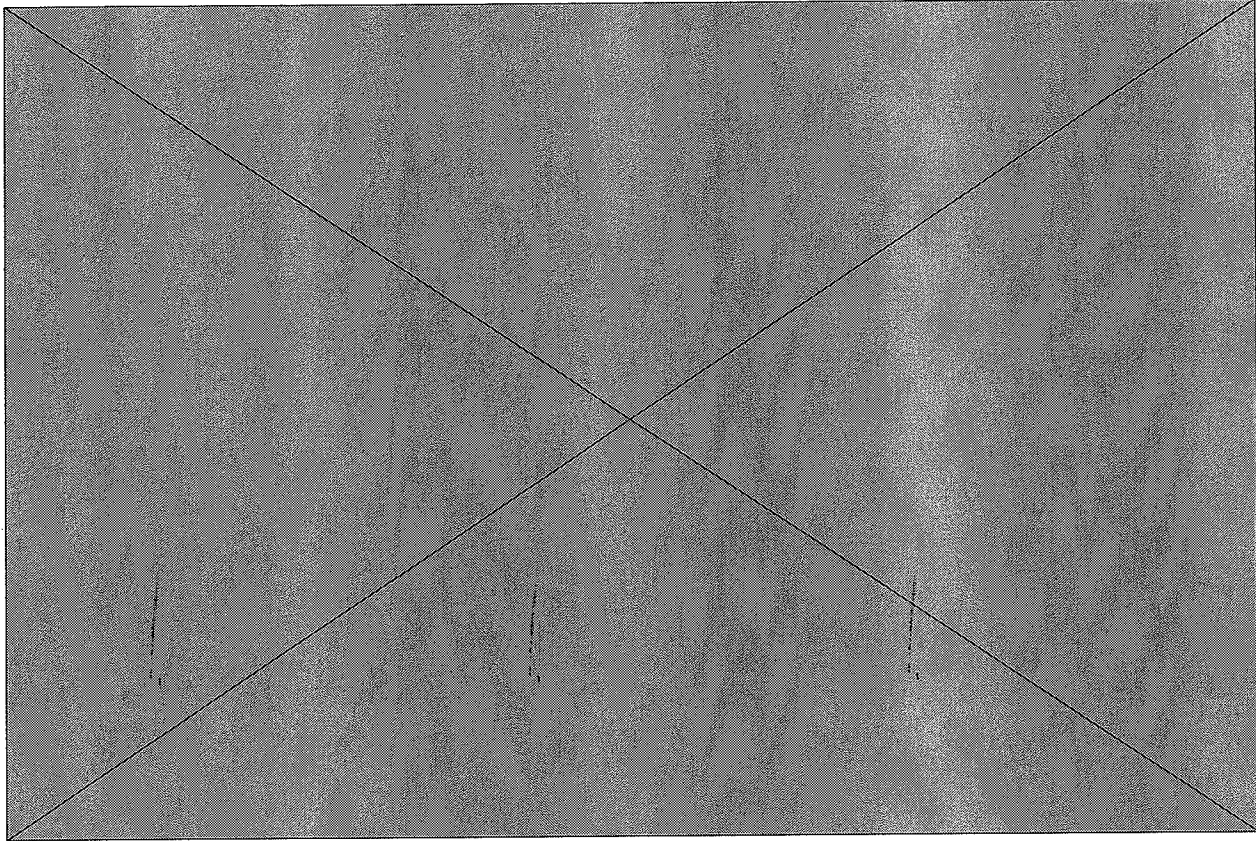
- A. Concrete Masonry Units: As follows:
 - 1. Semigloss, Anti-microbial Latex: Two coats over existing paint surfaces.

Specifications --© KAI --City of Fayetteville Animal Shelter --Kennel Refinishing

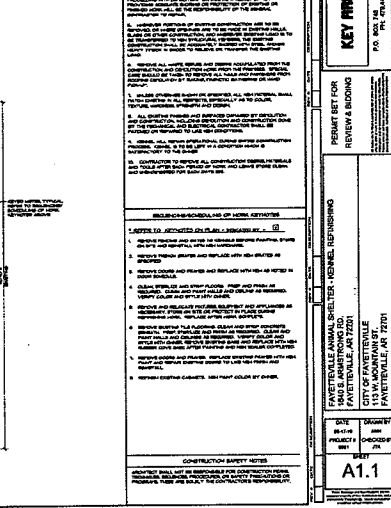
09910- 1

- B. Gypsum Board: As follows:
 - 1. Semigloss, Anti-microbial Latex: Two coats over existing paint surfaces.
- C. Woodwork and Hardboard: As follows:
 - 1. Semigloss, Anti-microbial Latex: Two coats over existing paint surfaces.
 - 2. Full-Gloss, Acrylic Enamel: Two coats over existing wood painted surfaces.
- D. Ferrous Metal: As follows:
 - 1. Semigloss, Anti-microbial Latex: Two coats over existing paint surfaces.

END OF SECTION



STRUCTURE INC.
KFI
 FAYETTEVILLE, ARKANSAS 72702
 501.408.8800 FAX 501.408.1143





www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

Bid 10-55, Addendum 1

Bid 10-55, Construction – Animal Shelter Improvements

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Thursday, September 09, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

The Drawings for Fayetteville Animal Shelter – Kennel Refinishing in Fayetteville, AR, dated August 17, 2010 are hereby amended by this addendum, dated September 9, 2010, consisting of 3 pages.

Changes to the Drawings:

1. Refer to Sheet 1.1, Door and Frame Schedule:

Door Frame, Mark 123A shall have existing deteriorated frame removed and replaced with new Metal Frame for a Cased Opening, equal to Republic ME Series, 5 ¾" for Butted Masonry Installation at Existing Opening. Provide continuous sealant at both sides of jambs and head, and finish to match existing metal frames.

2. Refer to Sheet 1.1, Door and Frame Schedule:

For clarification, all metal frames to be replaced shall be installed in Butted Masonry Installation for Existing Opening and to be Equal Rabbitted to match existing frames removed. New frames are not to be grouted full but shall be caulked with continuous sealant at both sides of jambs and head. Finish to match existing frames.

3. Refer to Sheet 1.1, Floor Plan and Door and Frame Schedule:

Remove and replace door transfer grilles at five (5) existing doors in conjunction with refinishing of existing doors and frames. Doors with existing transfer grilles include Doors mark 109B; between Pups, Rm. 117 and Cats, Rm. 108; between Cats, Rm. 108 and Corridor, Rm. 113; between Corridor, Rm. 113; and at Mechanical Room 120. Grilles to be Fib-R-Dor, 24"x24" FRP door return grilles, brown finish. Final color selection to be coordinated with Owner's representative. Install with Stainless Steel through bolts and trim accessories as recommended by manufacturer. Available from Fib-R-Dor, a division of Chase Industries, Inc., North Little Rock, AR (800) 342-7367.

4. Refer to Sheet 1.1, Floor Plan and Door and Frame Schedule:

All doors and frames not scheduled to be replaced, shall be prepped for refinishing and repainted. Sand all rusted areas and treat with rust inhibitive primer. Finish frames and doors per paint schedule included in the Specifications, Section 9900.

5. Refer to Sheet 1.1, Floor Plan and General Scheduling of Work notes:

Note 5: for clarification, stacked steel crates at Cats, Rm. 108 and at Pups, Rm. 117 to be removed by contractor during the Work and reinstalled at completion of refinishing Work. Units to be stored outside at north side of existing building with chain-link panels and gates.

Note 6: for clarification, equipment and fixtures to be removed include: dryer, water heater and water softener at Laundry, Rm. 122 and water closet at Toilet, Rm. 124. Thru-wall air-conditioner at Rm. 123 can remain and be protected during refinishing Work. Washer at Cats, Rm. 108 will be removed by Owner prior to the Work.

Note 7: for clarification, low-voltage control wiring attached to conduit is to be painted along with ceiling and conduit.

6. Refer to Sheet 1.1, Floor Plan and Demo Notes:

Delete Note 9. Kennel will not be operational during the Work.

7. Refer to Sheet 1.1, Floor Plan and Sequencing/Scheduling of Work Keynotes:

Note 1. For Clarification, Kennel gates and frame panels to be stored on North side of existing building in drive area. Maintain clear 24' drive access.

During reinstallation, contractor to provide new threaded nuts for attachment of existing chain-link brackets to existing threaded bolts inset at existing walls. 144 total fasteners. Contractor shall also plan on replacing upto 20%, or 30 such set anchor bolts with new 1/4" x 2 1/2" threaded anchors grouted in wall to replace rusted or damaged existing anchors.

8. Refer to Sheet 1.1, Floor Plan and Sequencing/Scheduling of Work Keynotes:

Note 4. For Clarification, Cleaning, sterilization and stripping of floors to be done per procedures outlined in the Specifications, Section 03300 Cast-In-Place concrete. Walls to be cleaned and sterilized in similar fashion. A second sanitizing step is to be added as outlined under Changes to Specifications included below. Wall sterilization shall include initial treatment with 1:64 ration concentration of Quat based disinfectant and a second treatment using 1:32 ratio mix of 5% bleach solution with water.

One area of existing concrete floor is to be patched with leveling compound as specified. Such work shall be limited to approximately 1'x2' area at existing door threshold 105A to Storage 1, Room 105. No other patching or repairing of concrete slab shall be included in the Work.

9. Refer to Sheet 1.1, Floor Plan and Sequencing/Scheduling of Work Keynotes:

Note 5. For Clarification, refer to Addendum Item No. 5 above for items to be removed by Contractor.

10. Refer to Sheet 1.1, Floor Plan and Sequencing/Scheduling of Work Keynotes:

Add Note 9. Aluminum kennel sliding doors and sliding frame guides to be removed between each side of existing kennels. There are six (6) such doors between front and back sides of kennels at Kennel Areas 1 & 2; areas 3 & 4; and areas 5 & 6. There are eighteen (18) total units and components are to be turned over to Owner for sanitizing and cleaning. Upon completion of refinishing work, contractor to reinstall with new #10 x 1 3/4" coated masonry screw anchors at each location. 144 total fasteners required.

11. Refer to Sheet 1.1, Floor Plan:

Add Note for ALERNATE NO. 1. Provide price to remove scope of ceiling cleaning and refinishing from the Work. Such work IS to be included in the Base Bid with a deduction to remove such work from the total price in space provided on the Proposal form as provided for in Section 00300 of the Specifications.

12. Refer to Sheet 1.1, Floor Plan:

Remove reference to exterior work and painting of existing building as denoted in note at lower right hand area of Floor Plan. No exterior work or painting is to be included in the Work.

13. Refer to Sheet 1.1, Floor Plan:

Tuckpoint and regrout approximately 4'x4' area of existing CMU wall at West end of Kennel Area 4, Rm. 112.

14. Refer to Sheet 1.1, Floor Plan:

For clarification, existing ceiling height is approximately 8'-0" above finish floor elevation.

Changes to the Specifications:**15. Refer to Section 03300 – Cast in Place Concrete:**

- A. Refer to Part 2 – Products, 2.1 Materials, A: In addition to Quaternary Ammonium Chloride based disinfectant specified, a second sanitation utilizing a 5% bleach solution and water shall be used after quat disinfecting and prior to stripping of concrete slab.
- B. Refer to Part 3 – Execution, 3.1 Concrete Refurbishing, B: Use 1:64 ratio of Quat based disinfectant to water for initial sanitizing and 1:32 ratio concentration of 5% bleach solution to water for second sanitizing treatment.
- C. Refer to Part 3 – Execution, 3.1 Concrete Refurbishing, D: The only area of existing concrete slab to be repaired or patched shall be limited to that area specified in Addendum Item No. 8 above.

End of Addendum



THE CITY OF FAYETTEVILLE, ARKANSAS

City of Fayetteville, AR
INVITATION TO BID
Bid 10-55, Construction – Animal Shelter Improvements

The City of Fayetteville is accepting bids from properly licensed general contractors to bid on a project for improvements at the Fayetteville Animal Shelter, located at 1640 S. Armstrong Rd., Fayetteville, AR. Work includes refurbishing of kennels and support areas totally approximately 2,165 sq. ft. of an existing building of 3,550 sq. ft. more or less, according to plans and specifications prepared by Key Architecture, Inc. Any questions shall be addressed to Andrea Foren, City of Fayetteville Purchasing Agent at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

Bids should be submitted in a sealed envelope or package labeled "Bid 10-55, Construction – Animal Shelter Improvements". All bids shall be received before **2:00 PM, local time on Thursday, September 16, 2010** to the City of Fayetteville, Purchasing Division - Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701. Local time is determined per the atomic clock in the Purchasing Office. Any bid received after specified time will be rejected.

A non-mandatory pre-bid meeting will be held on Friday, September 03, 2010 at 10:00 AM, local time located at the jobs site.

Bidding documents and plans must be obtained by contacting the City Purchasing Division. Documents are available via e-mail. Plans can also be reviewed at the Fayetteville Purchasing Division, as listed below.

City of Fayetteville – City Hall
Purchasing Division
113 W. Mountain, Suite 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Obtaining contract documents through any source other than the contact listed above, or his/her representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs to risk of basing proposal on such information. The documents obtained through the City or representative(s) are considered the official version and take precedence if any discrepancies occur.

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Each bid must be accompanied by a certified check or bid bond, in an amount not less than five (5) percent of the amount bid.

A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of \$20,000.00 or more.

Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before bid is submitted. Only one bid shall be submitted per State Contractors license and license number shall be included on the bid form.

"Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond ninety days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB,
City of Fayetteville, Purchasing Agent
Ad Dates: 08.26.10 & 09.02.10

City of Fayetteville
Bid 10-55, Construction – Animal Shelter Improvements
Contract – Between City and Rick Pershall Building Company

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and Rick Pershall Building Company. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Rick Pershall Building Company at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 10-55 as stated in Rick Pershall Building Company's bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-55, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Rick Pershall Building Company based on their bid proposal in an amount not to exceed \$46,410.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Rick Pershall Building Company consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-55 with the specifications and conditions typed thereon.
 - B. Rick Pershall Building Company's bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Rick Pershall Building Company and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Rick Pershall Building Company.
5. Rick Pershall Building Company shall not assign its duties under the terms of this agreement.
6. Rick Pershall Building Company agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Rick Pershall Building Company performance of this contract. This clause shall not in

any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. Rick Pershall Building Company shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Rick Pershall Building Company shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person
injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

by The premiums for all insurance and the bond required herein shall be paid
Rick Pershall Building Company.

8. Rick Pershall Building Company to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Rick Pershall Building Company with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

RICK PERSHALL BUILDING COMPANY

BY Owner
NAME AND TITLE

ATTEST: COMPANY SECRETARY

Rick Pershall

308 S Mock

Prairie Grove, Ar 72753
BUSINESS ADDRESS

City of Fayetteville Staff Review Form

A. 9
 Bid #10-57 (N.E.C. Inc.)
 City Compost Facility
 Page 1 of 40

City Council Agenda Items
 and
 Contracts, Leases or Agreements

Oct 5, 2010

City Council Meeting Date
 Agenda Items Only

Tom Hubbard
 Submitted By

Utilities
 Division

Utilities Department Capital Projects
 Department

Action Required:

Approval of a construction contract with N.E.C. Inc for \$77,500 + applical sales tax and approval of 10% contingency of \$7,750

77,500 + applicable sales tax

Cost of this request

\$ 242,000.00

Category / Project Budget

Compost Site Slab Expansion

Program Category / Project Name

5500.5070.5816.00

Account Number

\$ -

Funds Used to Date

Solid Waste Improvements

Program / Project Category Name

10002 / 1

Project Number

\$ 242,000.00

Remaining Balance

Solid Waste

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

9-17-10
 Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

9-20-10
 Date

Finance and Internal Services Director

9-20-2010
 Date

Received in City Clerk's Office 09-17-10 P03:31 RCVD
 Way

Chief of Staff

9-21-10
 Date

Received in
 Mayor's Office

Mayor

9/21/10
 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff
 David Jurgens, Utilities Director

From: Tom Hubbard, Contracts & Projects Engineer

Date: September 17, 2010

Subject: Construction contract with N.E.C Inc for \$77,500 + applicable sales tax, with a 10% contingency of \$7,750 to construct a concrete pad for Solid Waste.

RECOMMENDATION

City Administration recommends approval of a construction contract with N.E.C. Inc for \$77,500 + applicable sales tax, for the construction of a concrete pad, Bid 10-57, approval of a 10% contingency of \$7,750.

BACKGROUND

The Contract is to construct the concrete pad and all related site work. The objective of this is to meet the ADEQ Stormwater run off requirements and improve operations efficiency. After significant discussion with solid waste staff and review of the city's stormwater and ADEQ's site requirements a design of the concrete pad was developed.

DISCUSSION

To keep costs to a minimum all engineering, design and inspection is being conducted internally by the Utilities Project Engineer; as an option, for possible additional savings bidders were asked to bid the project without concrete thus, utilizing the city concrete bid. On September 10, 2010 staff met onsite with perspective bidders to review the project. The City opened bids on September 17th, 2010. Construction will begin when all appropriate documents are final. The project time to complete is 30 days from the bid award date, below is a list of the bidders and bid amounts.

Company Name	Concrete Pad	
	Contractor provide concrete	Contractor with out concrete
Benchmark Const	\$ 78,851.00	\$ 48,475.00
Dean Crowder Const	\$ 110,000.00	\$ 78,536.00
Fochtman Enterprises	\$ 167,975.00	\$ 137,176.00
Ground Zero	\$ 84,726.00	\$ 56,727.00
Kim Hoadley	\$ 93,496.00	\$ 62,143.00
N.E.C. Inc	\$ 77,500.00	\$ 52,255.00
RJR Enterprizes	\$ 98,973.00	\$ 69,661.00
Seven Valleys Conc	\$ 90,850.00	\$ 58,530.00
Engineer's Estimate	\$ 100,833.60	\$ 69,966.00
City concrete cost for project		30,867

The bids were reviewed by purchasing and the design engineer with a recommendation to award the bid to N.E.C Inc.

BUDGET IMPACT

Funds are available in the Solid Waste capitol budget.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #10-57 AND AUTHORIZING A CONTRACT WITH N.E.C. INC. IN THE AMOUNT OF \$77,500.00 PLUS APPLICABLE SALES TAX FOR CONCRETE PAD CONSTRUCTION AT THE CITY COMPOST FACILITY, AND APPROVING A 10% PROJECT CONTINGENCY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-57 and authorizes a contract, a copy of which is attached as Exhibit "A," with N.E.C. Inc. in the amount of \$77,500.00 plus applicable sales tax for concrete pad construction at the city compost facility.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a ten percent (10%) project contingency.

PASSED and APPROVED this 5th day of October, 2010.

APPROVED:

ATTEST:

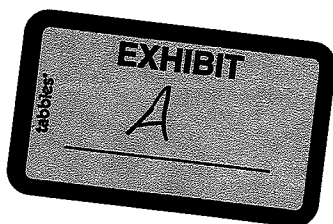
By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville
Bid 10-57, Construction – Concrete Pad at Compost Facility
Contract – Between City of Fayetteville and NEC Inc.

This contract executed this 20th day of SEPTEMBER, 2010, between the City of Fayetteville, Arkansas, and NEC Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. NEC Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 10-57 as stated in NEC Inc.'s bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-57, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay NEC Inc. based on their bid proposal in an amount not to exceed \$77,500.00 plus applicable sales tax. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and NEC Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-57 with the specifications and conditions typed thereon.
 - B. NEC Inc.'s bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and NEC Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and NEC Inc..
5. NEC Inc. shall not assign its duties under the terms of this agreement.
6. NEC Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from NEC Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.



7. NEC Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, NEC Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

<u>Workmen's Compensation</u>	Statutory Amount
<u>Comprehensive General & Automobile Insurance</u>	
Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by NEC Inc..

8. NEC Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or NEC Inc. with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

NEC INC.

BY

Kern J Necessary President
NAME AND TITLE

ATTEST: COMPANY SECRETARY

Michael J. Necessary
MICHAEL J. NECESSARY

2425 S. 5th PL.

ROGERS AR 72758
BUSINESS ADDRESS

City of Fayetteville
Bid 10-57, Construction – Concrete Pad at Compost Facility
Contract – Between City of Fayetteville and NEC Inc.

This contract executed this 20TH day of SEPTEMBER, 2010, between the City of Fayetteville, Arkansas, and NEC Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. NEC Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 10-57 as stated in NEC Inc.'s bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-57, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay NEC Inc. based on their bid proposal in an amount not to exceed \$77,500.00 plus applicable sales tax. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and NEC Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-57 with the specifications and conditions typed thereon.
 - B. NEC Inc.'s bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and NEC Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and NEC Inc..
5. NEC Inc. shall not assign its duties under the terms of this agreement.
6. NEC Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from NEC Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. NEC Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, NEC Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person
injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by NEC Inc..

8. NEC Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or NEC Inc. with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

NEC INC.

BY

Kevin J. Necessary President
NAME AND TITLE

ATTEST: COMPANY SECRETARY

MICHAEL J. NECESSARY

2425 S. 5th

ROGERS AR 72758
BUSINESS ADDRESS

City of Fayetteville
Bid 10-57, Construction – Concrete Pad at Compost Facility
Advertisement: 09.03.10 & 09.10.10

The City of Fayetteville is accepting bids from properly licensed general contractors to bid on a project for the construction of a concrete pad at the Fayetteville Compost Facility Building, located at 1708 S. Armstrong, in Fayetteville, AR. Any questions shall be addressed to Andrea Foren, City of Fayetteville Purchasing Agent at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

Bids must be submitted in a sealed envelope or package labeled "Bid 10-57, Construction – Concrete Pad at Compost Facility". All bids shall be received before **2:00 PM, local time, on Friday, September 17, 2010** to the City of Fayetteville, Purchasing Division - Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701.

A non-mandatory pre-bid meeting will be held on Friday, September 10, 2010 at 10:00 AM, local time, located at the Fayetteville Compost Facility Building

Bidding documents and plans must be obtained by contacting the City Purchasing Division. Documents are available via e-mail. Plans can also be reviewed at the Fayetteville Purchasing Division, as listed below.

City of Fayetteville – City Hall
Purchasing Division – Attention: Andrea Foren
113 W. Mountain, Suite 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Each bid must be accompanied by a certified check or bid bond, in an amount not less than five (5) percent of the amount bid.

A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of \$20,000.00 or more.

A State of Arkansas Contractor's License is required for any bid exceeding \$20,000.00.

"Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond ninety days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB,
City of Fayetteville, Purchasing Agent
Ad Dates: 09/03/10 & 09/10/10

City of Fayetteville, Arkansas
Invitation to Bid
Bid 10-57, Construction – Concrete Pad at Compost Facility

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CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB,
City of Fayetteville, Purchasing Agent
Ad Dates: 09/03/10 & 09/10/10

City of Fayetteville
Bid 10-57, Construction – Concrete Pad at Compost Facility
BID FORM (MUST BE COMPLETE SUBMITTED WITH BID)

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

COPY OF ATTACHED VENDOR FORM MUST ALSO BE SUBMITTED WITH BID.

Bidder Information:	
*CONTRACTORS NAME:	<u>NEC, Inc.</u>
*CONTRACTORS LICENSE NUMBER:	<u>0148780410</u>
*CONTACT NAME:	<u>MIKE NECESSARY</u>
*TITLE:	<u>VP</u>
*BUSINESS ADDRESS:	<u>2425 SOUTH 5TH PL.</u>
*CITY:	<u>ROGERS</u>
*STATE:	<u>AR</u>
*ZIP:	
*PHONE:	<u>479-621-6324</u>
FAX:	<u>479-621-6328</u>
*E-MAIL ADDRESS:	<u>MJNECESSARY@NEC-CONTRACTORS.COM</u>
PLEASE PROVIDE COMPLETED ATTACHED "VENDOR FORM" WITH EACH BID	

Bid Amount (in US Dollars). Refer to "Terms and Conditions" for descriptions.	
A.) Total Turn-Key Bid Amount: **\$	<u>77,500.00</u>
*Total amount to complete project based on bidding documents provided, including plans (including contractor all materials, labor, bonds, insurance, etc). This figure shall INCLUDE 459 cubic yards of concrete.	
B.) Deductive Alternate #1: **\$	<u>25,245</u> (459 cubic yards of concrete)
** Total amount to subtract from bid for the City of Fayetteville to supply ONLY the concrete. <u>This figure shall be based on 459 cubic yards of concrete.</u>	
C.) Total Turn-Key Bid Amount – Deductive Alternate #1: **\$	<u>52,255.00</u>
** Total amount to subtract from bid for the City of Fayetteville to furnish 629 cubic yards of concrete. A-B	
Total <u>number of calendar days</u> estimated to complete project:	<u>20</u>
Shall not exceed 30 days	

This form continues on next page and MUST be signed in order for your bid to be acceptable for consideration.

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on. *Bids must be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.* If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

MIKE NECESSARY

*AUTHORIZED BY (PRINTED NAME)



*AUTHORIZED SIGNATURE

VICE PRESIDENT

*TITLE

9 / 17 / 2010

*DATE

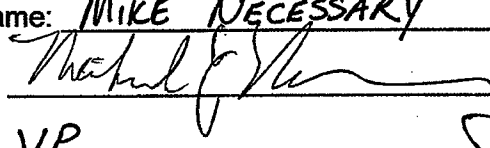
Acknowledge Addendums:

Addenda No. # 1 Dated: 9/10/10

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Printed Name: MIKE NECESSARY

Signature: 

Title: VP

Company: NEC, INC.

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, N.E.C., Inc.

_____ as Principal, hereinafter called the Principal,

and the Employers Mutual Casualty Company

of P.O. Box 712, Des Moines, Iowa, a corporation duly organized under

the laws of the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Oblige, hereinafter called the Oblige,

in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid 10-57 Construction - Concrete Pad at Compost Facility
Fayetteville, Arkansas

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond
or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said
bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said
bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of September, 2010

B. Shile

Witness

N.E.C., Inc.

(Seal)

Principal

[Signature]

Title

[Signature]

Witness

Employers Mutual Casualty Company

By

Judy Schoggen
Judy Schoggen



EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50306-0712

No. 003536

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- Employers Mutual Casualty Company, an Iowa Corporation
- EMCASCO Insurance Company, an Iowa Corporation
- Union Insurance Company of Providence, an Iowa Corporation
- Illinois EMCASCO Insurance Company, an Iowa Corporation

- Dakota Fire Insurance Company, a North Dakota Corporation
- EMC Property & Casualty Company, an Iowa Corporation
- Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

PAMELA K. HAYS, BENSON A. CASHION, JR., JUDY SCHOGGEN, WILLIAM H. GRIFFIN, CYNTHIA L. TRICKEY, NICK W. PETERS, INDIVIDUALLY, LITTLE ROCK, ARKANSAS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2011 unless sooner revoled.

AUTHORITY FOR POWER OF ATTORNEY

This Power of Attorney is made and executed, pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regular scheduled meeting of each company, duly called and held in 1999:

RESOLVED, The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or telephonically reproduced signature of such officer, whether made, hereafter or hereafter, whenever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

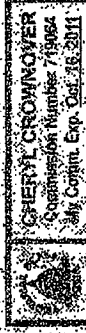
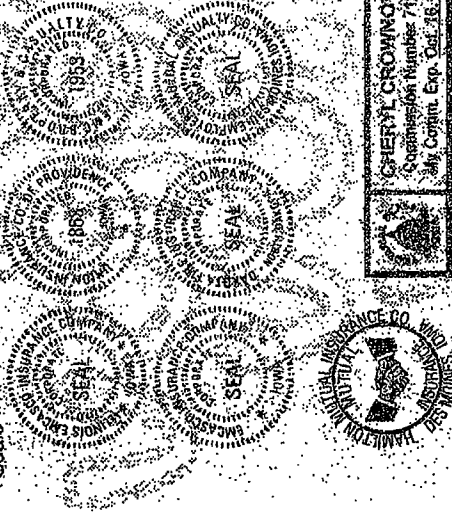
IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be here to affixed, this

25TH day of AUGUST, 2009

Seals

Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6, President
of Company 1; Vice Chairman and
CEO of Company 1

Michael Free
Michael Free
Assistant Secretary



CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Board of Directors of each of the Companies, and this Power of Attorney issued pursuant thereto on behalf of Pamela K. Hays, Benson A. Cashion, Jr., Judy Schoggen, William H. Griffin, Cynthia L. Trickey, Nick W. Peters, are true and correct and are still in full force and effect. **Peters** is Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of September, 2009.

On this 25TH day of AUGUST, AD. 2009 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Free, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above, that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Bruce G. Kelley and Michael Free, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 16, 2011.

Cheryl Growmover
Notary Public in and for the State of Iowa
AUGUST 25, 2009
SEAL
PAMELA K. HAYS, BENSON A. CASHION, JR., JUDY SCHOGGEN, WILLIAM H. GRIFFIN, CYNTHIA L. TRICKEY, NICK W. PETERS
Vice-President



Project Check List

Bid 10-57, Construction – Concrete Pad at Compost Facility

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- ☒ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- ☒ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- ☒ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- ☒ All bidders shall submit a "Statement of Disclosure" on such form provided with the bid documents.
- ☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- ☒ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: NEC, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0148780410



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

Bid 10-57, Addendum 1

Bid 10-57, Construction – Concrete Pad at Compost Facility

City of Fayetteville – Purchasing Division
113 W. Mountain – Room 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

Date: Friday, September 10, 2010

To: All interested parties

From: Andrea Foren, CPPB, Purchasing Agent

Notice: This addendum is hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

1. Contractor shall be responsible for removing and properly disposing of all removed material needed to conduct the scope of work. No dumpsters other than ones obtained from the City of Fayetteville will be allowed. Contractors are allowed to use own equipment for disposal. City of Fayetteville Solid Waste and Recycling has a 20 yard box available for \$240 per pull with a disposal fee of \$45.75 per ton.
2. Public will be entering the Solid Waste Recycling Center on Tuesdays and Thursdays for pick up of compost materials. Contractors need to use back entrance to the job site in order to avoid disruption.
3. Reference Page 6, Bid Form, Item C: Replace shown quantity of 629 with the correct project quantity of 459 cubic yards.

Acknowledge Addendum #1:

Printed Name: MIKE NECESSARY

Signature: [Signature]

Title: VP Date: 9-10

Company: NEC, INC.

City of Fayetteville
Bid 10-57, Construction – Concrete Pad at Compost Facility
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

☒ 1.) NO KNOWN RELATIONSHIP EXISTS

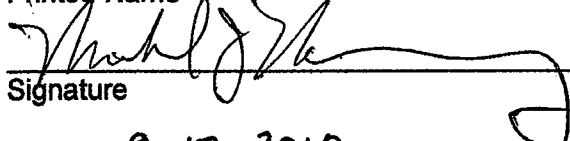
☐ 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

MIKE NECESSARY

Printed Name



Signature

9-17-2010

Date

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **10-57 CONSTRUCTION - CONCRETE PAD
 COMPOST FACILITY
 FAYETTEVILLE, ARKANSAS
 WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 10-102** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	NEC, INC.	2425 South 5 TH PL ROGERS AR 72758	479-621-6324	
Electrical Subcontractor	NA			
Mechanical Subcontractor	NA			
Plumbing Subcontractor	NA			
Roofing/ Sheet Metal Subcontractor	NA			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

Project Manual



CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – CONCRETE PAD AT COMPOST FACILITY

BID # 10-57
Date: September 2010

City of Fayetteville, AR **Bid 10-57, Construction – Concrete Pad at Compost Facility** **Project Manual Index**

SECTION:	PAGE NUMBER
Advertisement	5
Bid Form	6
Terms & Conditions	8
Instructions to Bidders	11
Project Specifications	19
Draft Contract	21
Statement of No-Bid (If Applicable)	23
ATTACHMENTS:	# OF PAGES
A) Arkansas Department of Labor Prevailing Wages	4 Pages
B) Drawings (11X17) – 1 Page	1 Page

City of Fayetteville
Bid 10-57, Construction – Concrete Pad at Compost Facility
Terms and Conditions

1. All bids shall be submitted in a sealed envelope and must be submitted on forms acquired by the vendor from the City of Fayetteville Purchasing website (www.accessfayetteville.org). Bids with missing pages or missing any requested attachment are subject to being deemed incomplete.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bids received after the date and time set for receiving bids will not be considered.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
5. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
6. The quantities listed are based on the needs of the City and availability of funds at the time bids are posted. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds or change in needs.
7. The bid price shall remain good and firm until project is completed. Payment to the vendor by the City will be made within 30 days following delivery and acceptance in accordance with these specifications and the City's Purchase Order to the vendor. Faster payment is offered through acceptance of Visa.
8. All products delivered shall comply with applicable standards of quality.
9. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Form.
10. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the furnishing of the items bid. ***Sales tax is not to be included in the bid price.*** Applicable Arkansas sales tax laws will apply to this bid, but will not be considered in award of the bid.
11. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
12. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
13. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

14. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
15. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
16. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request. Each apparent low bid will be reviewed line by line to ensure compliance with specifications prior to recommendation for award.
17. Bids must be received by mail or hand delivery in the **Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701**, on or before the time of closing listed on the face of the bid. **No bids shall be accepted via e-mail or fax.**
18. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8220 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
19. Items bid must be delivered FOB to each job site. Units must be fully assembled, serviced, and ready for operation as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges and specification plates.
20. Any discrepancy between the specifications and plans should be brought to attention immediately, in writing, to Andrea Foren at aforen@ci.fayetteville.ar.us.
21. Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.
22. Price bid shall include warranty, including but not limited to parts and labor, at no additional cost to the City of Fayetteville, as specified herein.
23. **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide bid packets that provide a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms & documents.**
24. "Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."
25. The City of Fayetteville shall take ownership of product when products bid arrive undamaged at the specified shipping location.
26. **ANY EXCEPTION TAKEN TO THESE SPECIFICATIONS AND BID DOCUMENTS SHALL BE NOTED ON THESE DOCUMENTS. BIDDERS SHALL NOTE THE DIFFERENCE NEXT TO THE**

RELATED SPECIFICATION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT EXCEPTIONS TO SPECIFICATIONS.

27. Bidder must conform to the requirements listed below and include appropriate evidence for each. Proof of appropriate insurance as well as performance and payment bond shall be provided before work begins and is not required for bid opening. Five percent bid bond shall be submitted with ALL bids exceeding \$20,000.
- a. Workers Compensation as required by Arkansas State Statutes
 - b. Bidder shall have general liability insurance as required at a minimum of \$500,000.00
 - c. A bid bond of five percent (5%) must be submitted with all bids. A cashier's check for five percent (5%) of the amount bid will also be acceptable as a replacement to a bid bond. In the event a cashiers check is submitted AND that vendor is awarded the bid, the bid bond will not be returned until the City of Fayetteville has a valid one hundred (100) percent performance and payment bond.
 - d. A 100% performance and payment bond is required within ten (10) calendar days after a contract has been signed by all parties. The performance and payment bond shall be received by the City of Fayetteville BEFORE any work is done on the project. The performance and payment bond must be presented to the City AFTER it has been stamped by the Washington County Clerk's Office.
 - e. A current valid State of Arkansas Contractor's License is required for all bids submitted that exceed \$20,000.00. Contractor's License shall be valid at time of bid throughout project completion. Failure to justify a current Arkansas Contractor's License shall result in your bid being rejected.
 - f. All costs noted in this bid shall be included with total bid price submitted.
 - g. Insurance required – to be provided to City after contract award: Bidder shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he/she carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Bidder shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
 - i. Workmen's Compensation – Statutory Amount
 - ii. Comprehensive General & Automobile Insurance:
 - 1. Bodily Injury Liability – \$500,000 for each person injured.
 - 2. Each Accident – \$1,000,000
 - iii. Property Damage Liability – \$1,000,000 aggregate.
28. Attachment A, which consists of the Arkansas Department of Labor Prevailing Wage Determination, is included with this bid packet.
29. Attachment B, which consists of a stamped drawing, is included in this bid packet.

City of Fayetteville
Bid 10-57, Construction – Concrete Pad at Compost Facility
Instructions to Bidders

INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- 1.5 Local time – the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before 2:00:00 as shown by the atomic clock located in the Purchasing Division Office.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2** Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3** Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4** Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5** On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6** Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1** The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1** If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation

thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.

- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Architect.
- 5.4 Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 Architect's estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - UNIT PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.
- 8.2 Bids must be made out in ink on the Bid Form included in these Bidding Documents. Bid Form shall not be removed from the bound Project Manual, nor shall bids be submitted on a photocopy of the Bid Form. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to

Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.

- 8.4 Address bids to City of Fayetteville, and deliver to the address given in the Advertisement For Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5 Acceptance of Alternate Bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form. The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2 All names must be typed or printed in black ink below the signature.
- 9.3 The address and telephone number for communications regarding the Bid must be shown.
- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

- 10.1 Bid security, in the form of a bid bond, certified check, or similar financial instrument, in the amount stated in the Advertisement For Bids, must accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder will not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an

equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into an Agreement, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.
- 11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- 11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE - CONTRACT TIME

- 12.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

- 16.1 A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- 18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

City of Fayetteville, AR
Bid 10-57, Construction – Concrete Pad at Compost Facility
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- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1 Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the

Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1** Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1** Americans With Disabilities Act
- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3** Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.
- 27.4** Davis Bacon Wage Rates apply to this project. The current wage rates as of 07.23.10 are provided with this bid; however, awarded contractor shall be responsible for paying the most current set of wage rates determined.
- 27.5** **American Recovery and Reinvestment Act (ARRA) Provisions:** Buy American Clause – Section 1605 of the Recovery Act requires that all iron, steel, and manufactured goods used in the project must be produced within the United States except as provided in the following:
- 27.5.1** The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- 27.5.2** The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- 27.5.3** The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.
- 27.5.4** If all received quotes do not meet the Section 1605 of the Recovery Act the City of Fayetteville is required to receive independent verification from the Federal Government to move forward.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1** All bidders shall have past experience in providing similar work as described for this project. All bidders must have past experience of at least three (3) projects within the last three (3) years unless less experience is approved and granted by the City of Fayetteville. The City of Fayetteville reserves the right to reject for inadequate experience.

**City of Fayetteville
Bid 10-57, Construction – Concrete Pad at Compost Facility
Project Specifications**

- 1) "Attachment B: Site Drawing" shall be made part of these bid documents. Bidders shall follow all instructions, elevations and notes listed on plans.
- 2) All concrete shall have a broom finish.
- 3) Concrete shall be 4000 psi and 8" thick. Mix of concrete shall be approved by the engineer.
- 4) Concrete shall be sprayed with concrete cure and seal after broom finish is applied.
- 5) Air entrainment shall be within a range of 5%-7%.
- 6) Finished concrete pad shall have no footing or curb. Finished product will be a floating pad.
- 7) Site shall be restored to original condition prior to contractor arriving to complete project.
- 8) At all times, site shall remain clean and organized of any construction debris and materials.
- 9) Any use of a dumpster shall be obtained through the City of Fayetteville, Solid Waste and Recycling Division.
- 10) Any materials that can be recycled shall be recycled.
- 11) All work or materials which are not directly noted in the Scope of Work but are necessary for the proper execution of the obvious intentions thereof are to be understood as implied work and will be provided for by the contractor as if specifically described or drawn.
- 12) All measurements are nominal measurements. It will be the responsibility of the contractor to construct the slab so that that the finished slab is level with the existing slabs as indicated on the plans.
- 13) All backfill grading shall be the responsibility of the City of Fayetteville.
- 14) All contraction joints shall be sealed with sonolastic material, such as Sonneborn NP-1 or equal.
- 15) Concrete testing is required in four (4) areas as indicated in the notes on the plans.
- 16) Joint sealer shall be installed on the ½" expansion material installed against existing concrete slab.
- 17) All bidders are encouraged to visit the site by contacting Brian Pugh at 479-575-8398.
- 18) Wire mesh shall be 6x6xW4 gauge wire. Wire mesh shall be installed in the areas as designated on the plan.

- 19) Contractor shall be responsible for saw cutting existing concrete in damaged areas to provide a straight clean edge for expansion joint material, and caulking.
- 20) All removed concrete debris from the existing pad as shown on plans, shall be left on site in a designated area as specified by the City of Fayetteville, Solid Waste Division.
 - a. **Deductive Alternate 1** shall be the price for the City paying for 459 cubic yards of concrete. Deductive Alternate 1 shall be used to figure a per unit price basis for cubic yards of concrete.
 - b. In the event Deductive Alternate 1 is not exercised, contractor has the right to request a change order for additional square yards of concrete required to finish the project based on 8" thickness slab and as indicated on the plans. Change order will be considered if it is reasonable. The City will not pay for change orders resulting in contractor's error.
- 21) All bidders shall base bid amounts on pouring slab in 3 pours or sections, section 1 driveway section 2 Western half of the slab and section 3 Eastern half of the slab. Pour sections can be changed with prior approval from the Engineer. 12" long 3/4" diameter Dowel bars are to be installed at 18" on center where construction joints are constructed, with 6" in each slab.
- 22) Payment terms shall be Net 30 from the date of accepted invoice. Payments arrangements may be conducted faster if vendor accepts Visa Cards.
- 23) REMINDER: A valid State of Arkansas Contractors License is required for all bids.
- 24) REMINDER: A bid bond or cashier's check shall be submitted for at least five (5) percent of your "Maximum bid amount" (refer to "Item A" on Bid Form).
- 25) **NOTICE: PRICE BID SHALL BE BASED ON THE QUANTITIES LISTED. IN THE EVENT "TOTAL ACTUAL CUBIC YARD QUANTITY" IS GREATER THAN 459 CUBIC YARDS, A CHANGE ORDER WILL BE PROCESSED. CUBIC YARD ITEM PRICING SHALL BE FIGURED BASED OFF OF DEDUCTIVE ALTERNATE 1 TO GET A PER CUBIC YARD PRICE. THE CITY WILL NOT PAY CHANGE ORDERS THAT RESULT FROM CONTRACTOR'S ERROR.**
- 26) Contract time shall be thirty (30) calendar days from the Notice to Proceed.

City of Fayetteville
Bid 10-57, Construction – Concrete Pad at Compost Facility
Draft Contract – Between City and Contractor

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and _____ In consideration of the mutual covenants contained herein, the parties agree as follows:

1. _____ at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 10-57 as stated in _____ bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-57, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay _____ based on their bid proposal in an amount not to exceed \$ _____. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and _____ consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-57 with the specifications and conditions typed thereon.
 - B. _____ bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and _____ and may be modified only by a duly executed written instrument signed by the City of Fayetteville and _____.
5. _____ shall not assign its duties under the terms of this agreement.
6. _____ agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from _____ performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. _____ shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, _____ shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &

Automobile Insurance

Bodily Injury Liability

**\$500,000 for each person injured.
\$1,000,000 for each accident.**

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by _____.

8. _____ to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or _____ with 10 days written notice.
10. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

**CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS**

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

CONTRACTOR

BY _____
NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

MIKE BEEBE
GOVERNOR



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

JAMES SALKELD
DIRECTOR

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

September 7, 2010

Andrea Foren
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: 10-57 CONSTRUCTION - CONCRETE PAD
COMPOST FACILITY
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Ms. Foren:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **10-102** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "Statement of Intent to Pay Prevailing Wages" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

A handwritten signature in cursive script that reads "Lorna K. Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

**Arkansas Department of Labor
Prevailing Wage Determination
HEAVY RATES**

Determination #: 10-102
Expiration Date: 3/7/2011
Survey#: 710-AH05

Date: 9/7/2010

Project: 10-57 Construction - Concrete Pad

Site: Compost Facility

City: Fayetteville, Arkansas

Project County: Washington

CLASSIFICATION

Basic Hourly Rate

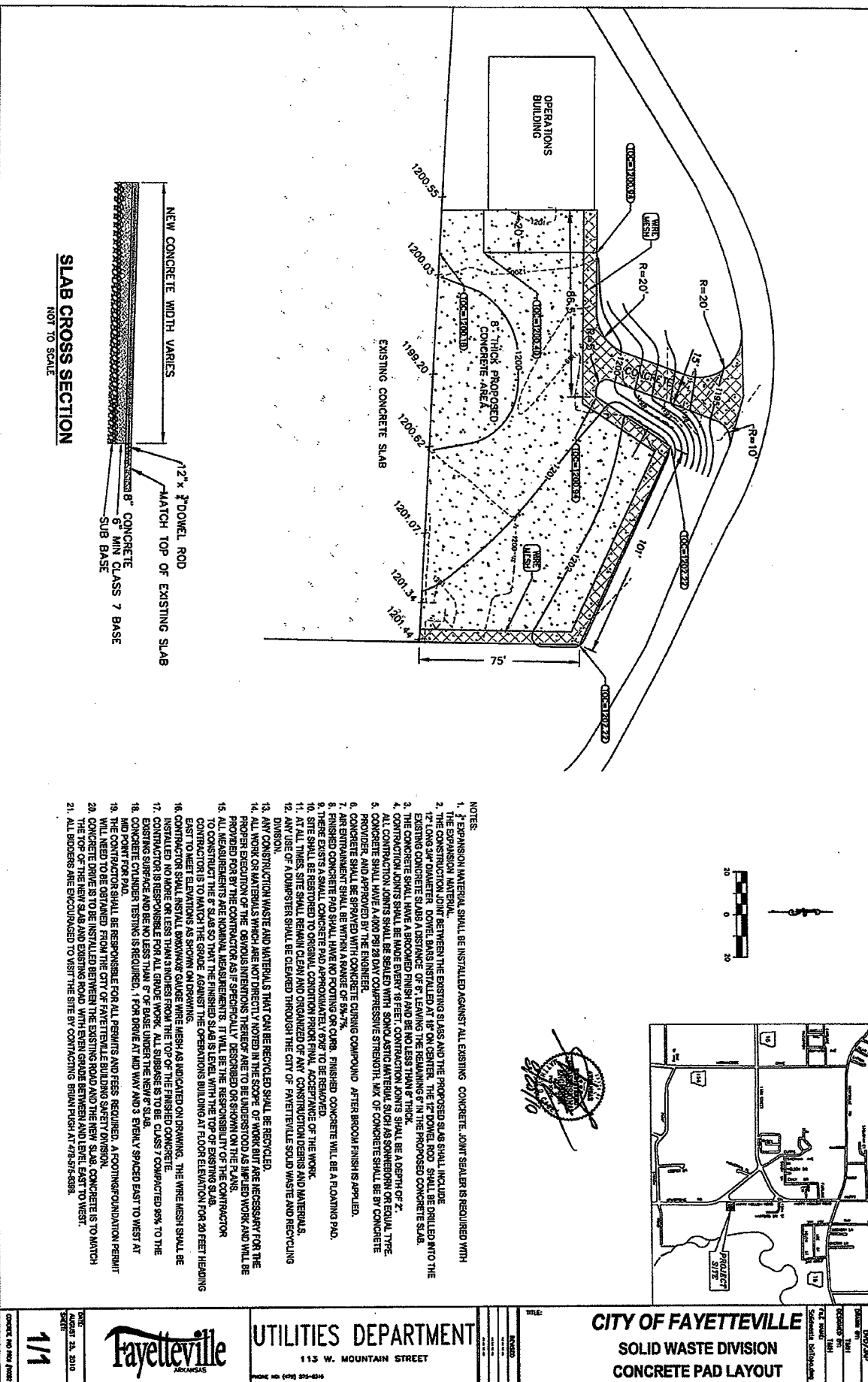
Fringe Benefits

Bricklayer/Pointer, Cleaner, Caulker	\$11.45	\$1.92
Carpenter	\$15.50	\$0.40
Concrete Finisher/Cement Mason	\$11.45	\$1.92
Electrician/Alarm Installer	\$21.30	\$7.81
Ironworker (Including Reinforcing Work)	\$16.30	
Laborer	\$12.00	\$0.28
Pipelayer	\$11.80	\$2.61
Truck Driver	\$14.10	\$2.61
Asphalt Paving Machine	\$11.45	\$1.92
Backhoe - Rubber Tired (1 yard or less)	\$13.65	\$1.88
Bulldozer, finish	\$14.60	
Bulldozer, rough	\$11.45	\$1.92
Distributor	\$11.45	\$1.92
Front End Loader, finish	\$13.70	
Front End Loader, rough	\$11.45	\$1.92
Mechanic	\$14.70	
Motor Patrol, finish	\$11.45	\$1.92
Motor Patrol, rough	\$11.45	\$1.92
Roller	\$11.45	\$1.92
Scraper, finish	\$11.45	\$1.92
Scraper, rough	\$11.45	\$1.92
Trackhoe	\$15.85	\$2.61
Crane, Derrick, Shovel, Dragline & Backhoe	\$14.90	

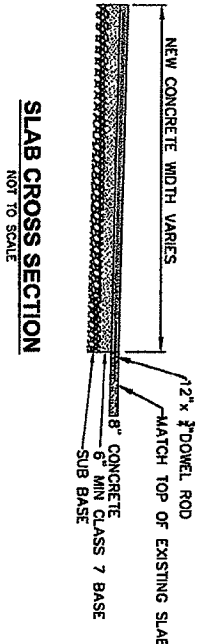
Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/13/2010

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

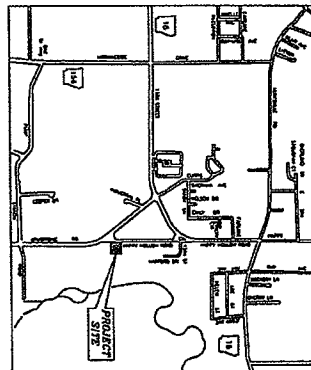


SLAB CROSS SECTION
 NOT TO SCALE



- NOTES:**
1. 2" EXPANSION MATERIAL SHALL BE INSTALLED AGAINST ALL EXISTING CONCRETE. JOINT SEALER IS REQUIRED WITH THE EXPANSION MATERIAL.
 2. THE CONSTRUCTION JOINT BETWEEN THE EXISTING SLAB AND THE PROPOSED SLAB SHALL INCLUDE 12" LONG 3/4" DIAMETER DOWEL BARS INSTALLED AT 18" ON CENTER. THE 1/2" DOWEL ROD SHALL BE DRILLED INTO THE EXISTING CONCRETE SLAB A DISTANCE OF 6" LEAVING THE REMAINING 6" IN THE PROPOSED CONCRETE SLAB.
 3. THE CONCRETE SHALL HAVE A BROOKED FINISH AND BE NO LESS THAN 8" THICK.
 4. ALL CONSTRUCTION JOINTS SHALL BE MADE EVERY 10 FEET. CONSTRUCTION JOINTS SHALL BE A DEPTH OF 2".
 5. ALL CONSTRUCTION JOINTS SHALL BE SEALED WITH SOUNDING MATERIAL, SUCH AS SAND OR CONCRETE TYPE PROPORTIONED AND APPLIED BY THE FINISHER.
 6. CONCRETE SHALL BE SPRAWLED WITH CONCRETE CURING COMPOUND AFTER BROOKED FINISH IS APPLIED.
 7. AIR ENTRAINMENT SHALL BE WITHIN A RANGE OF 5% TO 7%.
 8. FINISHED CONCRETE PAD SHALL HAVE NO FOOTING OR CURB. FINISHED CONCRETE WILL BE A FLOATING PAD.
 9. THERE EXISTS A SMALL CONCRETE PAD APPROXIMATELY 6' BY 7' TO BE REMOVED.
 10. SITE SHALL BE RESTORED TO ORIGINAL CONDITION PRIOR TO FINAL ACCEPTANCE OF THE WORK.
 11. AT ALL TIMES, SITE SHALL REMAIN CLEAN AND ORGANIZED OF ANY CONSTRUCTION DEBRIS AND MATERIALS.
 12. ANY USE OF A DUMPSTER SHALL BE CLEARED THROUGH THE CITY OF FAYETTEVILLE SOLID WASTE AND RECYCLING DIVISION.
 13. ANY CONSTRUCTION WASTE AND MATERIALS THAT CAN BE RECYCLED SHALL BE RECYCLED.
 14. ALL WORK ON MATERIALS MUST BE DONE IN ACCORDANCE WITH THE CITY OF FAYETTEVILLE SOLID WASTE AND RECYCLING DIVISION'S WASTE MANAGEMENT PLAN. ALL MATERIALS TO BE RECYCLED OR REUSED SHALL BE IDENTIFIED AND RECYCLED OR REUSED.
 15. ALL MEASUREMENTS ARE NOMINAL MEASUREMENTS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONSTRUCT THE PAD SO THAT THE FINISHED SLAB IS LEVEL WITH THE TOP OF EXISTING SLAB.
 16. CONTRACTOR SHALL INSTALL DRAINAGE GUTTER WITH MESH AS INDICATED ON DRAWINGS. THE MESH SHALL BE INSTALLED NO MORE OR LESS THAN 3 INCHES FROM THE TOP OF THE FINISHED CONCRETE.
 17. CONTRACTOR IS RESPONSIBLE FOR ALL GRADE WORK. ALL SUBBASE IS TO BE CLASS 7 COMPACTED 95% TO THE EXISTING SURFACE AND BE NO LESS THAN 6" OF BASE UNDER THE NEW 8" SLAB.
 18. EXISTING SURFACE SHALL BE REFINISHED (REPAVING) REQUIRED. 1" FOR DRIVE IN AND 1/2" FOR 1/2" EQUAL SPACED EAST TO WEST AT 10' ON CENTER FOR 20' PAD.
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND FEES REQUIRED. A FOOTING/FOUNDATION PERMIT WILL NEED TO BE OBTAINED FROM THE CITY OF FAYETTEVILLE BUILDING SAFETY DIVISION.
 20. CONCRETE DRIVE IS TO BE INSTALLED BETWEEN THE EXISTING ROAD AND THE NEW SLAB. CONCRETE IS TO MATCH THE TOP OF THE NEW SLAB AND EXISTING ROAD WITH EVEN GRADE BETWEEN AND LEVEL EAST TO WEST.
 21. ALL BIDDERS ARE ENCOURAGED TO VISIT THE SITE BY CONTACTING BRIAN PUGH AT 478-575-5598.

[Handwritten signature]
 8/21/10



CITY OF FAYETTEVILLE SOLID WASTE DIVISION CONCRETE PAD LAYOUT		DRAWN BY: MDG/JP CHECKED BY: MDG DATE: 8/21/10 SCALE: AS SHOWN SHEET: 1/1
UTILITIES DEPARTMENT 113 W. MOUNTAIN STREET PHONE NO. (478) 575-5598		DATE: 8/21/10 SHEET: 1/1 PROJECT NO. AND NAME:



BID: 10-57
DATE: 09/17/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 10-57, Construction - Concrete Pad at Compost Facility

BIDDER	Total Turn-Key Bid Amount
1 Benchmark Construction	\$78,851.00
2 Dean Crowder Construction, Inc.	\$110,000.00
3 Fochtman Enterprises, Inc.	\$167,975.00
4 Ground Zero Construction, Inc.	\$84,726.90
5 Kim Hoadley Construction Co., Inc.	\$93,496.00
6 N.E.C., Inc.	\$77,500.00
7 RJR Enterprises, Inc.	\$98,973.00
8 Seven Valleys Concrete, LLC	\$90,850.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

P. VICE, PURCH AGENT

WITNESS

DATE

09/17/10

City of Fayetteville Staff Review Form

C. 1
RZN 10-3633 (Willy Berchtold)
Page 1 of 20

City Council Agenda Items
and
Contracts, Leases or Agreements

10/05/2010
9/21/2010

City Council Meeting Date
Agenda Items Only

Dara Sanders
Submitted By

Planning
Division

Development Services
Department

Action Required:

RZN 10-3633: (Willy Berchtold, 565): Submitted by Willy Berchtold for property located at 2409 Huntsville Road. The property is zoned C-2, Thoroughfare Commercial, RSF-4, Residential Single-Family, 4 units per acre, and R-A, Residential Agricultural, contains approximately 2.45 acres. The request is to rezone the subject property to CS, Community Services.

_____	\$ _____	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____	_____
Account Number	Funds Used to Date	Program / Project Category Name
_____	\$ _____	_____
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

James C. Pace 09-03-2010
Department Director Date

Previous Ordinance or Resolution # _____

K. Kasper 9-03-2010
City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Buh 9-3-2010
Finance and Internal Services Director Date

Received in City Clerk's Office 09-03-10P01:15 RCVD

Don Man 9-3-10
Chief of Staff Date

Received in
Mayor's Office

Donald Jordan 9/27/10
Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Jeremy Pate, Development Services Director 

From: Dara Sanders, Current Planner

Date: September 2, 2010

Subject: RZN 10-3633 Berchtold

RECOMMENDATION

Staff and Planning Commission recommend approval of an ordinance to rezone the subject property from C-2, Thoroughfare Commercial, RSF-4, Residential Single-family, 4 du/acre, and R-A, Residential Agricultural to CS, Community Services. (RZN 10-3633).

BACKGROUND

The subject property is located on Huntsville Road, two (2) lots west of the Huntsville/Crossover Road intersection, which is developed for commercial uses including a gas station and a strip mall. The 2.45-acre tract contains a vacant single-family dwelling and accessory structures at the northern portion and the 100-year Floodplain crosses the property at the southwest corner, as indicated on the attached maps.

The property is regulated by three different zoning districts: the northern half is subject to the regulations of the RSF-4, Residential Single-family 4 dwelling units/acre, the southern half is subject to the regulations of the R-A, Residential Agricultural, and a small, unbuildable portion of C-2, Thoroughfare Commercial is located along the east property line.

DISCUSSION

On August 30, 2010 the Planning Commission forwarded this request to the City Council with a recommendation for approval with a vote of 9-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 10-3633, FOR APPROXIMATELY 2.45 ACRES, LOCATED AT 2409 HUNTSVILLE ROAD FROM C-2, THOROUGHFARE COMMERCIAL, RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, AND R-A, RESIDENTIAL AGRICULTURAL, TO CS, COMMUNITY SERVICES ZONING DISTRICT

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From C-2, Thoroughfare Commercial, RSF-4, Residential Single Family, 4 units per acre, and R-A, Residential Agricultural to CS, Community Services, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this day of , 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

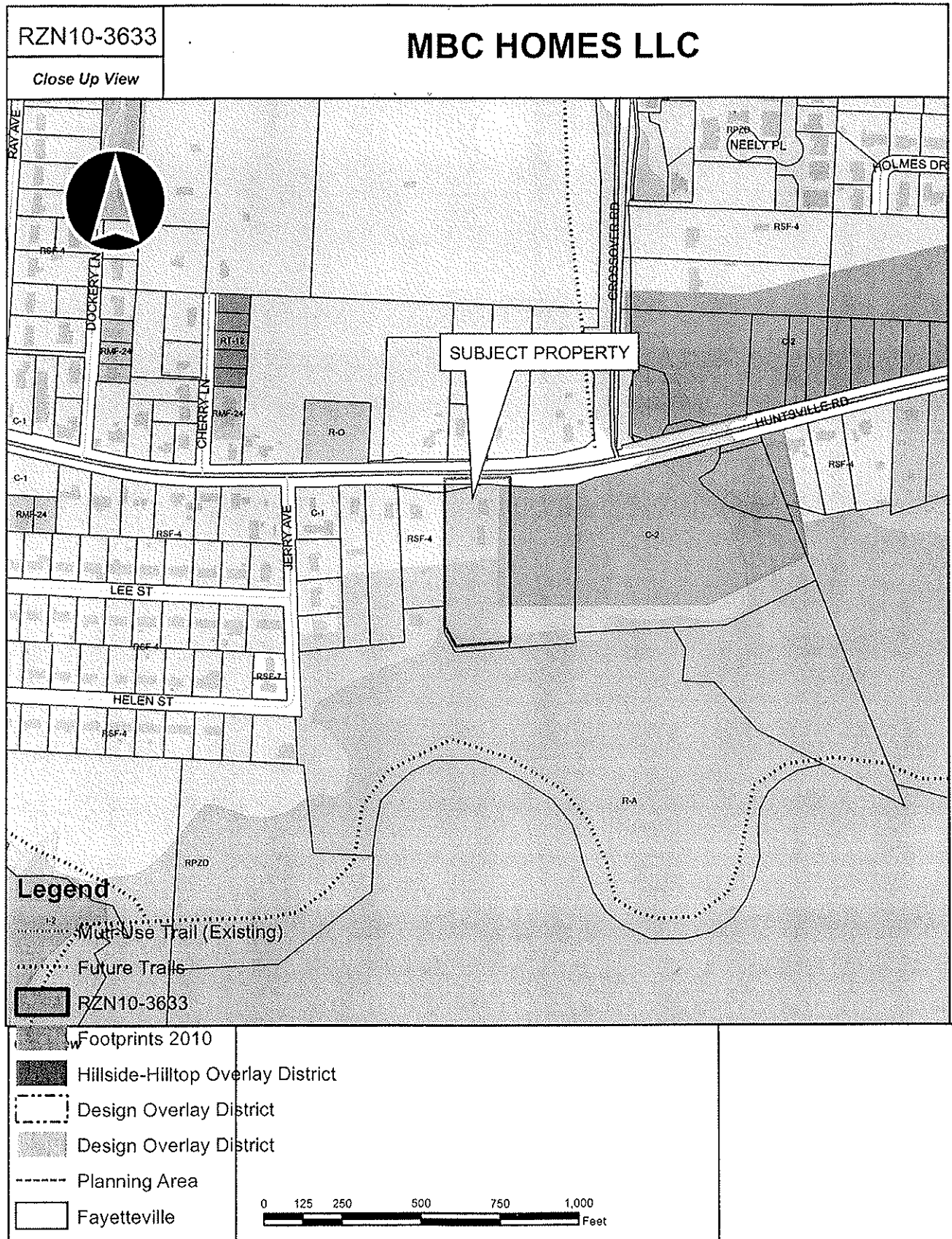


EXHIBIT "B"
RZN 10-3633

PARCEL NUMBER 765-15197-000

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 30 WEST, BEING MORE PARTICULAR DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING IN THE CENTER OF THE HUNTSVILLE ROAD AT A POINT WHICH IS 511.5 FEET SOUTH AND 332.64 FEET SOUTH 83 DEGREES 30 MINUTES WEST FROM THE NORTHEAST CORNER OF SAID 40 ACRE TRACT AND RUNNING THENCE SOUTH 02 DEGREES 30 MINUTES EAST 526 FEET; THENCE SOUTH 83 DEGREES 00 MINUTES WEST 174.9 FEET; THENCE NORTH 30 DEGREES 57 MINUTES WEST 71.94 FEET, THENCE NORTH 02 DEGREES 30 MINUTES WEST 473.2 FEET; THENCE NORTH 86 DEGREES 37 MINUTES EAST 208.60 FEET TO THE POINT OF BEGINNING, CONTAINING 2.45 ACRES, MORE OR LESS.



PC Meeting of August 30, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~August 23, 2010~~ Updated September 1, 2010

RZN 10-3633: Rezoning (MBC HOMES LLC, WILLY BERCHTOLD, 565): Submitted by WILLY BERCHTOLD for property located at 2409 HUNTSVILLE ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL, RSF-4, RESIDENTIAL SINGLE FAMILY, 4 DWELLING UNITS/ACRE, and R-A, RESIDENTIAL AGRICULTURAL and contains approximately 2.45 acres. The request is to rezone the subject property from the C-2, RSF-4, R-A zoning districts to the CS, Community Services zoning district.
Planner: Dara Sanders

BACKGROUND:

Property Description: The subject property is located on Huntsville Road, two (2) lots west of the Huntsville/Crossover Road intersection, which is developed for commercial uses including a gas station and a strip mall. The 2.45-acre tract contains a vacant single-family dwelling and accessory structures at the northern portion and the 100-year Floodplain crosses the property at the southwest corner, as indicated on the attached maps.

The property is regulated by three different zoning districts: the northern half is subject to the regulations of the RSF-4, Residential Single-family 4 dwelling units/acre, the southern half is subject to the regulations of the R-A, Residential Agricultural, and a small, unbuildable portion of C-2, Thoroughfare Commercial is located along the east property line.

SURROUNDING LAND USE AND ZONING:

Direction from Site	Land Use	Zoning
North	Single-family dwellings	RSF-4, Residential Single-family, 4 du/acre
South	Undeveloped, West Fork of the White River	R-A, Residential Agricultural
West	Single-family dwelling	RSF-4, Residential Single-family, 4 du/acre R-A, Residential Agricultural
East	Vacant Commercial Lot	C-2, Thoroughfare Commercial

Proposal: The applicant has submitted an application to rezone the property from C-2,

Thoroughfare Commercial, RSF-4, Residential Single-family, 4 du/acre, and R-A, Residential Agricultural to CS, Community Services. The applicant has indicated to staff that the purpose for this rezoning is to facilitate future residential and nonresidential development on the site.

Public Comment: Staff has not received public comment on this particular request.

RECOMMENDATION:

Staff recommends forwarding RZN 10-3633 to the City Council with a recommendation of approval based on findings stated herein.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>August 30, 2010</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Chesser	Second: Earnest	Vote: 9-0-0	
CITY COUNCIL ACTION:		Required <u>YES</u>	
		☐ Approved	☐ Denied
Date:			

INFRASTRUCTURE:

- Streets:** The site has access to Huntsville Rd. Huntsville Rd. is a fully improved three lane state highway in this location. This portion of the highway is scheduled for widening as part of the Transportation Bond Program.
- Water:** There is an 8" public main located along the south side of Huntsville Rd. in front of this property. Public water main improvements may need to be extended through the property to provide domestic and fire flow for any proposed development.
- Sewer:** Sanitary sewer is available to the site. There is a 15" public main located along the middle of this property. Public mains may need to be extended through the property to serve any proposed development.
- Drainage:** Standard improvements and requirements for drainage will be required for the development. This property is affected by the 100-year floodplain.
- Police:** It is the opinion of the Fayetteville Police Department that this RZN would not create an appreciable or undesirable increase in the load on police services due to recent revisions to the Unified Development Code.

Fire: The Fayetteville Fire Department does not feel this development will affect calls for service or response times.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2025 Future Land Use Plan designates this site as **City Neighborhood Area**, which encourages complete, compact and connected neighborhoods with low-intensity nonresidential uses, a range of residential uses, and a high level of connectivity between neighborhoods.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: Staff finds that the Community Services (CS) zoning district is consistent with the City's planning policies and City Plan 2025 to convert commercial corridors to mixed-use centers (see Goal 1); to discourage suburban sprawl (Goal 2); and to make traditional town form the standard (Goal 3). Staff finds that the development of the subject property in the urban form of the CS zoning district is consistent with the City's policies and could result in the redevelopment and/or infill of the commercial properties to the east.

Staff also finds that the proposed zoning district is consistent with the Future Land Use designation of City Neighborhood Area, which promotes the use of low-intensity non-residential uses. This zoning would provide the opportunity for nonresidential uses that are accessible for the convenience of individuals living in the area and would potentially reduce the length and number of vehicle trips generated by residential development.

Many of the permitted uses included in the CS zoning district are low-intensity uses that when combined with the prescribed urban form will result in compatibility with the existing residential uses along this busy transportation corridor. The prescribed form would also encourage development away from the floodplain located at the southwest corner of the property. Further the CS zoning district will contribute to building a traditional, pedestrian-oriented, urban streetscape.

Staff finds that land use planning principles and policies should not only consider the way in which the property will develop in the near future but also the way in which the property could redevelop in the long-term. Staff finds that the permitted and conditional uses included in the CS zoning district and the associated design requirements would allow for multiple uses on the property in

the future consistent with the adopted land use plan for the City.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that a rezoning request for the subject property is needed at this time, as the subject property is currently regulated by three (3) different zoning districts that limit the uses permitted on the property to low-density single-family, as the small area zoned C-2 is not a buildable area. Staff finds that the RSF-4 and R-A zoning districts are not consistent with the City Neighborhood Area, as they do not promote a denser residential urban fabric, a range of residential building types, or a mixture of low-intensity nonresidential uses by-right. Because the proposed CS zoning district would require the property to develop in a traditional and urban form with the building at the street and would allow for a mixture of uses and housing types in conformance with the goals and objectives of City Plan 2025, staff finds that the proposal is justified.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RSF-4 and R-A to CS would create the potential for an increase in traffic compared with that allowed under the existing zoning. However, staff finds that the recently adopted Street Design and Access Management Standards policy in Chapter 166.08, will significantly reduce potential traffic danger and congestion at this location as a result of controlled ingress and egress. Compliance with Chapter 166.08 will be reviewed at the time of development. Huntsville road is an improved Principal Arterial that supports high volumes of traffic, and the proposed rezoning would not appreciably increase traffic danger or congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Increased load on public services were taken into consideration and recommendations from the Engineering, Fire, and Police Departments are included in this report. The proposed zoning would not result in adverse impacts to public services.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: Not applicable. Staff is recommending approval.

CITY ENGINEERING DIVISION COMMENTS

RZN 10-3633: Rezoning, ABC HOMES LLC, WILLY BERCHTOLD, 565): Submitted by Willy Berchtold)
WILLY BERCHTOLD for property located at 2409 HUNTSVILLE ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL, RSF-4, RESIDENTIAL SINGLE FAMILY, 4 DWELLING UNITS/ACRE, and R-A, RESIDENTIAL AGRICULTURAL and contains approximately 2.45 acres. The request is to rezone the subject property from C-2, RSF-4, R-A zoning districts to CS, Community Services zoning district.
Planner: Dara Sanders

Public water is available to the property. There is an 8" public main located along the south side of Huntsville Rd. in front of this property. Public water main improvements may need to be extended through the property to provide domestic and fire flow for any proposed development.

Sanitary sewer is available to the site. There is a 15" public main located along Through the middle of this property. Public mains may need to be extended through the property to serve any proposed development.

The site has access to Huntsville Rd. Huntsville Rd. is a fully improved three lane state highway in this location. This portion of the highway is scheduled for widening as part of the Transportation Bond Program.

Standard improvements and requirements for drainage will be required for any development. This property is affected by the 100-year floodplain.

I-PZD 10-3632: Industrial Planned Zoning District (FAYETTE JUNCTION, 599):
Submitted by CRAIG HULL for property located at 1332, 1348, and 1350 CATO SPRINGS ROAD. The property is zoned I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL and contains approximately 11.77 acres. The request is for land use approval of an I-PZD, Industrial Planned Zoning District for a concrete plant and an industrial wax business.

Public water is available to the property. There is an 6" public main located along the north side of Cato Springs Rd. adjacent to this property. There is also a 12" main directly west of the site across the railroad tracks. Public water main improvements may need to be constructed to provide domestic and fire flow for any proposed development.

Sanitary sewer is available to the site. There is an 8" public main located along the south side of Cato Springs Rd. Public mains may need to be extended through the property to serve any proposed development.

The site has access to Cato Springs Rd. Cato Springs Rd. is scheduled for widening as part of a City of Fayetteville project. The construction should be underway in 2011.

Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain.

Date 08/24/10

Jeremy Pate
Development Services Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request comments on the proposed RZN 10-3633: Rezoning (MBC HOMES LLC, WILLY BERCHTOLD, 565): Submitted by WILLY BERCHTOLD for property located at 2409 HUNTSVILLE ROAD.

I do not believe the rezoning of this property will cause any substantial call volume increases or traffic danger and congestion problems.

Sincerely,

Captain William Brown
Fayetteville Police Department



The City of Fayetteville Fire Department

303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

C.1
RZN 10-3633 (Willy Berchtold)
Page 3 of 20

Zoning Review

To: Dara Sanders, Andrew Garner, Jeremy Pate, Jesse Fulcher and Amy Slone
From: Captain Mark Stevens
Date: August 24, 2010
Re: RZN 10-3633

This development will be protected by Ladder 3 located at 1050 S. Happy Hollow Rd.
It is 1 mile(s) from the station with an anticipated response time of 3 minutes to the beginning of the development.
The Fire Department does not calculate an estimated number of emergency response requests per year for non-residential developments.
The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

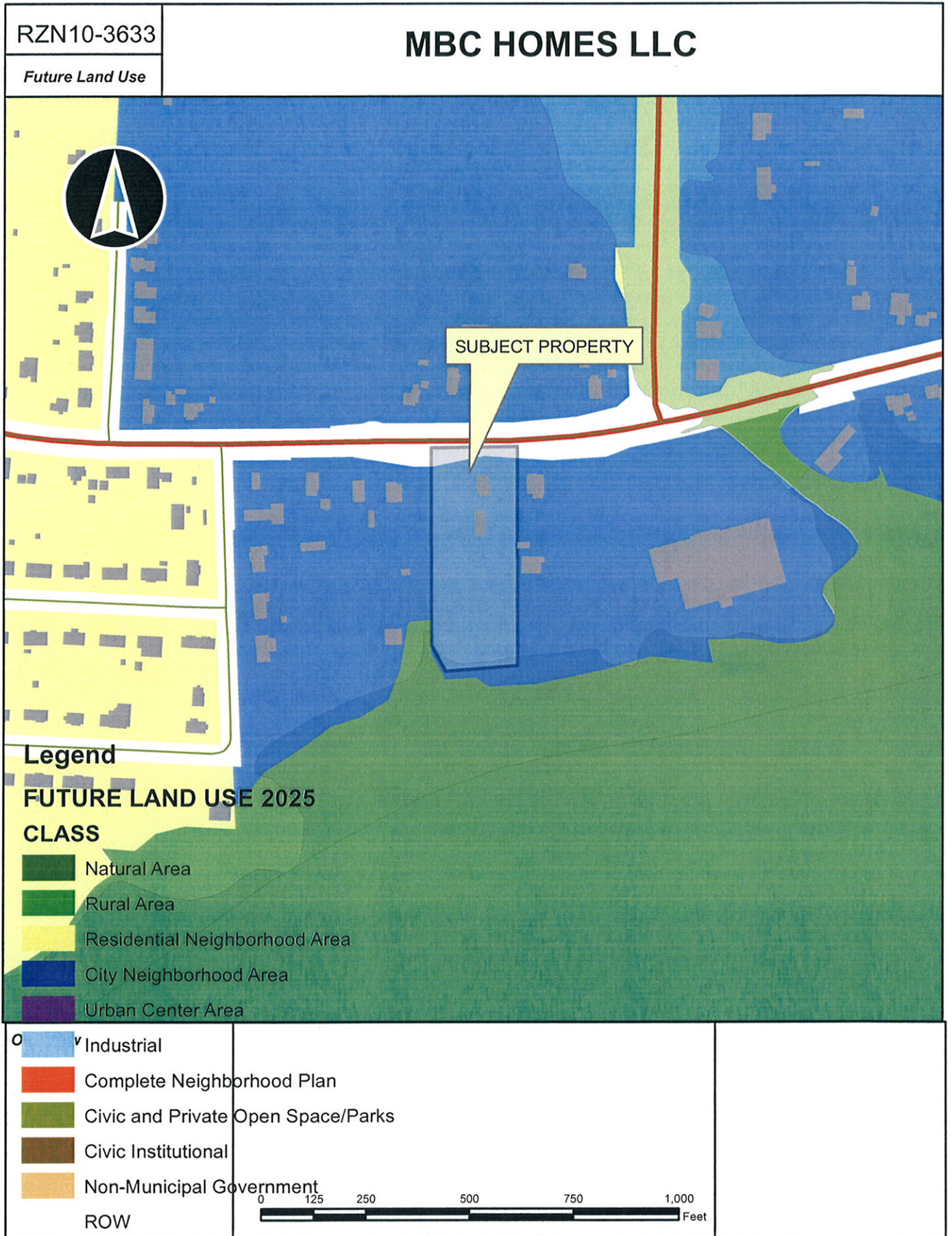
If you have any questions please feel free to contact me.

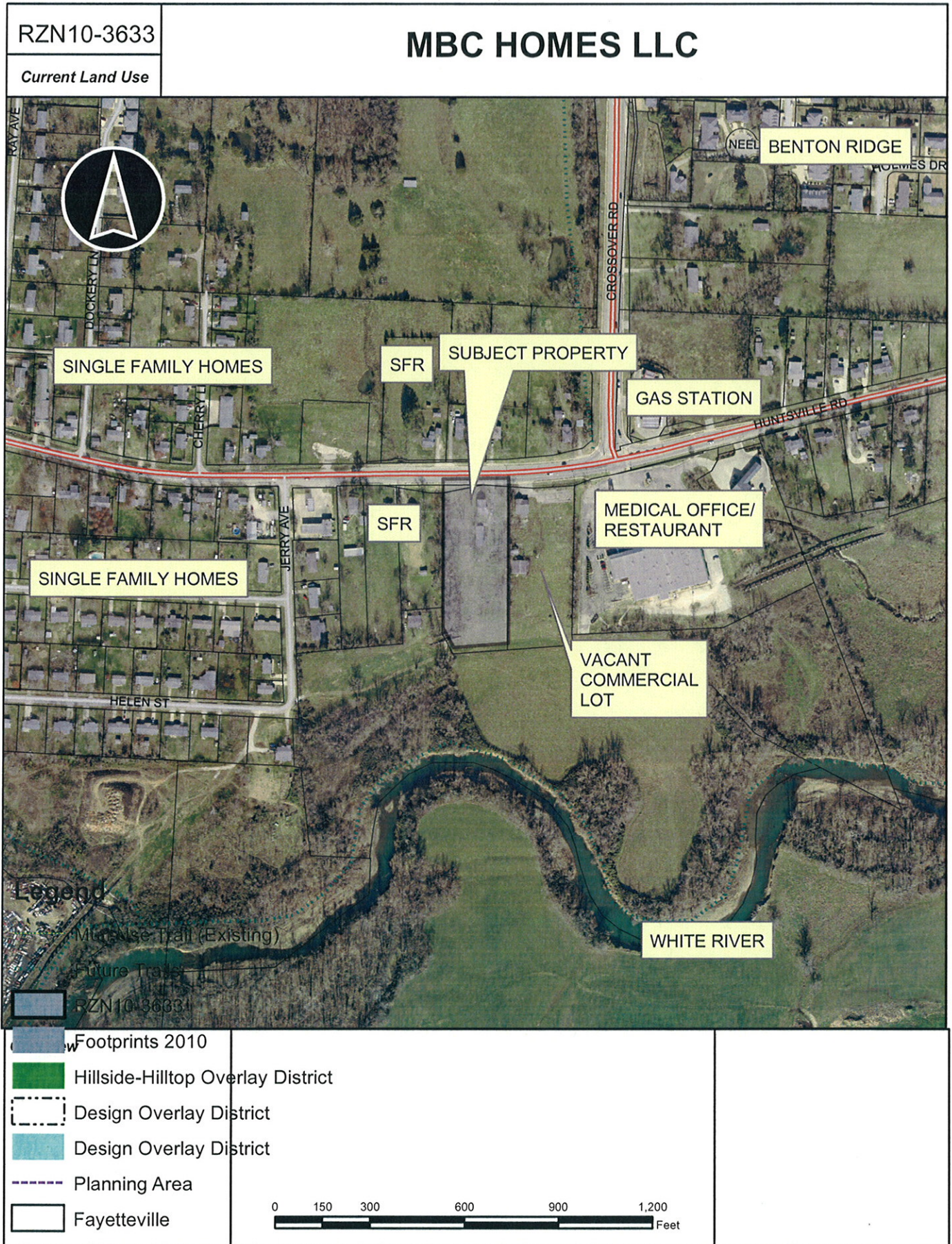
Captain Mark Stevens
Assistant Fire Marshal
Fayetteville Fire Department

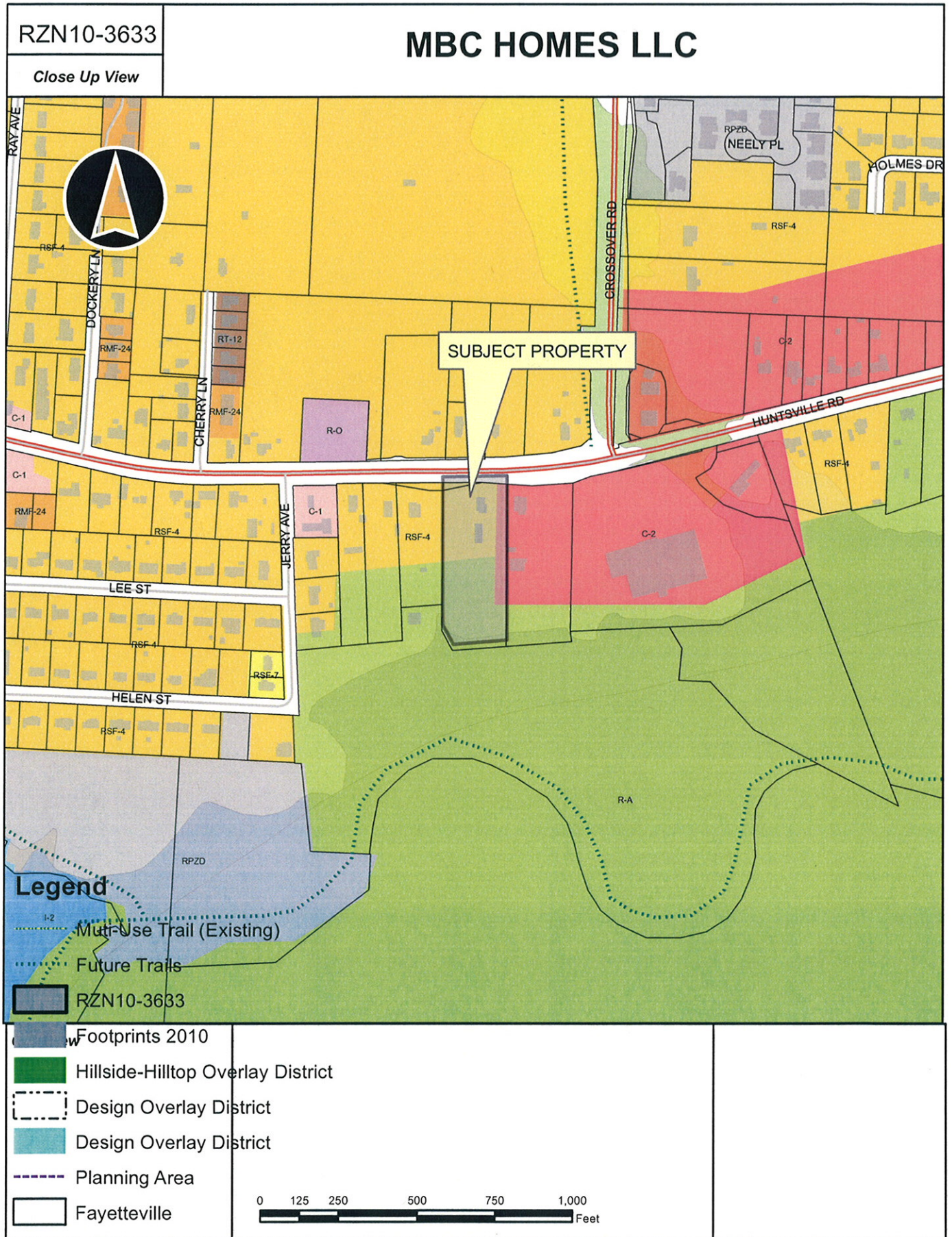
Honor, Commitment, Courage;
Our people make the difference!

Rezoning Request 2409 Huntsville Road Parcel 765-15197-000

- a. MBC Home LLC , 1436 Van Asche Drive, Fayetteville AR 72704
- b. Clarification for property. Currently there are three zonings
- c. Land use will be low density and fit to current and future land use plan
- d. Main Sewer Line goes through property
8" Water Line on Huntsville
Property is already hooked up to water, sewer, electric and natural gas
- e. This rezoning request is in line with the 2025 land use plan
- f. The timing of this request has following reasons. There is a old house on the property, which needs immediate attention. Either remodeling or removing it. Also there are currently two access driveways to the property but only one is on the streetwidening plan.
- g. Traffic increase will be minimal and well absorbed with the new 4 lane road
- h. Population density will not be increased compared to surrounding area
- i. More than one zoning at property. Adjacent to C-2 property and future 4 lane collector road.



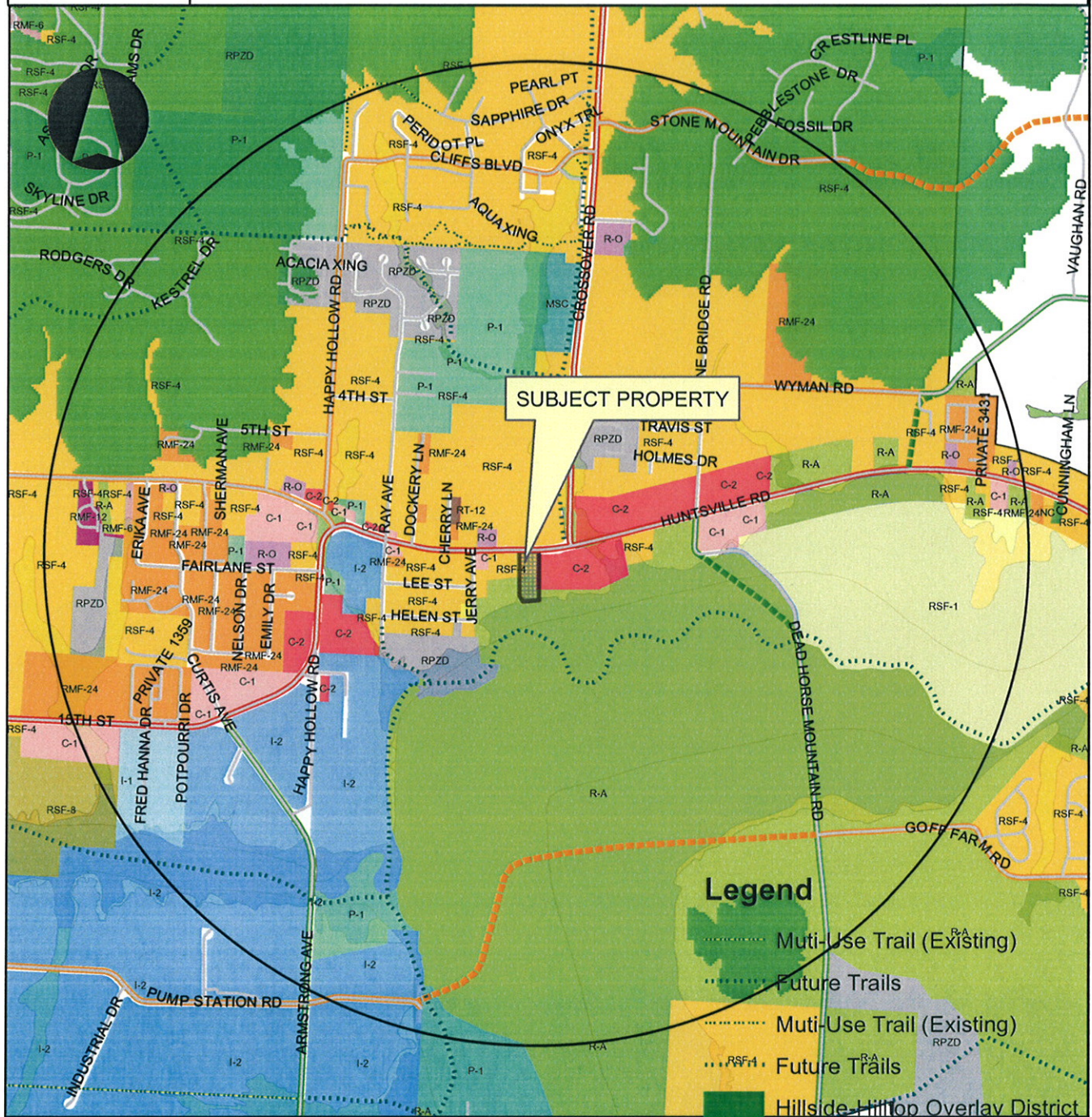




RZN10-3633

One Mile View

MBC HOMES LLC



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Multi-Use Trail (Existing)
- Future Trails
- Hillside-Hilltop Overlay District

Overview



Legend

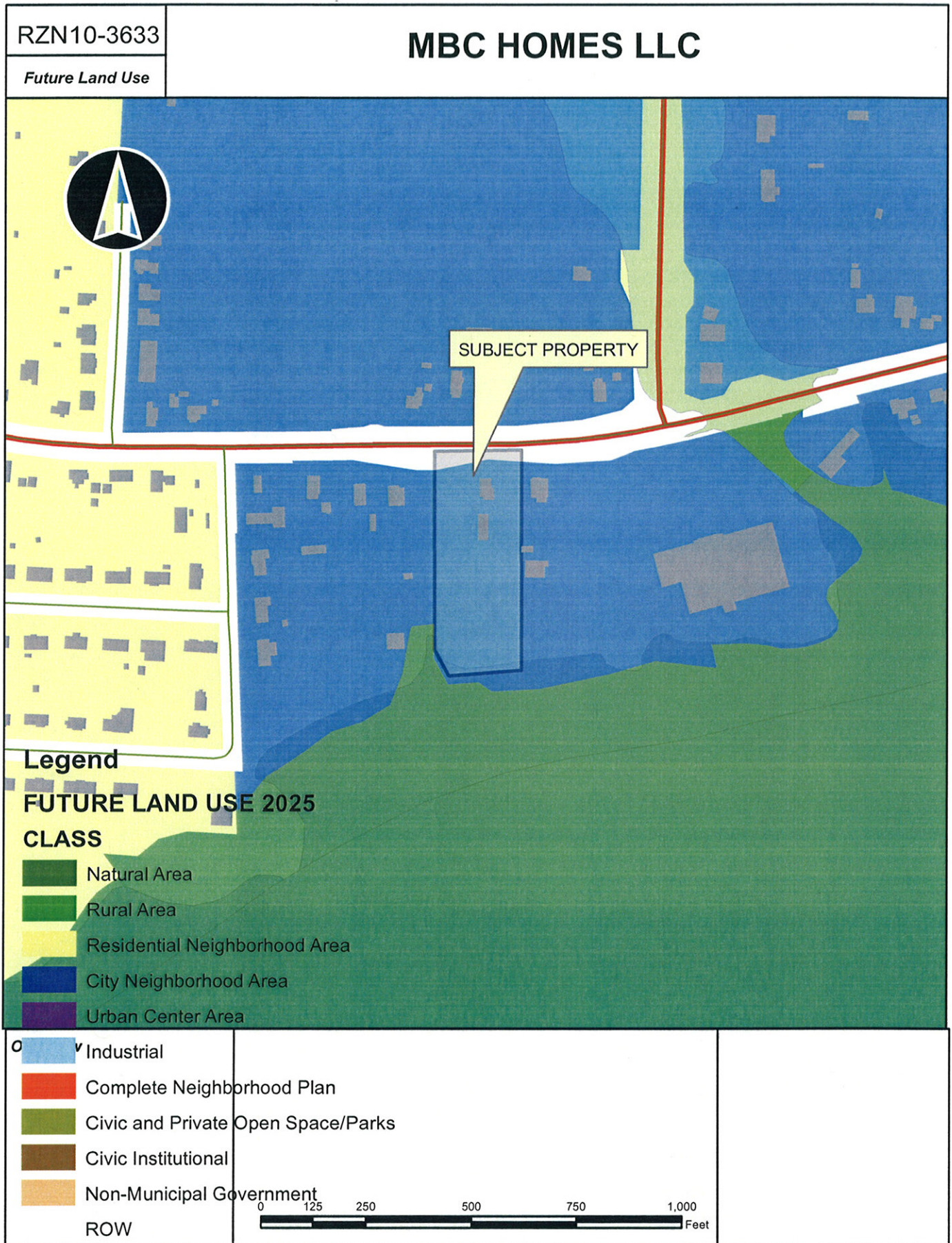
- Subject Property
- RZN10-3633

Boundary

0 0.25 0.5

- RZN10-3633
- Design Overlay District
- Planning Area
- Fayetteville

1 Miles



RZN10-3633

MBC HOMES LLC

Close Up View



Legend

Mill Creek Trail (Existing)

Future Trail

RZN 10-3633

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area

Fayetteville

0 125 250 500 750 1,000 Feet

City of Fayetteville Staff Review Form

C. 2
RZN 10-3642 (Gardens on Persimmon)
Page 1 of 20

City Council Agenda Items
and
Contracts, Leases or Agreements

10/5/2010

City Council Meeting Date
Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Services

Department

Action Required:

RZN 10-3642: (Gardens on Persimmon, 477): Submitted by Jorgensen and Associates for property located at 4405 Persimmon Street. The property is zoned RSF-4, Residential Single-Family, 4 units per acre, contains approximately 11.18 acres. The request is to rezone the subject property to P-1, Institutional.

_____	\$ _____ -	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____ -	_____
Account Number	Funds Used to Date	Program / Project Category Name
_____	\$ _____ -	_____
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

James Pate
Department Director

09-16-2010
Date

Previous Ordinance or Resolution # _____

K. Jorgensen
City Attorney

9-16-2010
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Butler
Finance and Internal Services Director

9-16-2010
Date

Received in City Clerk's Office 9-16-10 P01:57 RCVD
Kim J.

Don Man
Chief of Staff

9-20-10
Date

Received in
Mayor's Office

Leonard Jordan
Mayor

9/22/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Jeremy Pate, Development Services Director X

From: Andrew Garner, Senior Planner

Date: September 15, 2010

Subject: RZN 10-3642 Gardens on Persimmon

RECOMMENDATION

Staff and Planning Commission recommend approval of an ordinance to rezone the subject property from RSF-4, Residential Single Family Four Units Per Acre to P-1, Institutional (RZN 10-3642).

BACKGROUND

The subject 11.18-acre property is on the south side of Persimmon Street east of Broyles Avenue, south of the Cross Keys Subdivision and west of Owl Creek Elementary School. The site has been recently developed for the Gardens on Persimmon nursing home. The Owl Creek floodplain is located on the southern portion of the property.

The applicant requests to rezone the property from RSF-4, Residential Single Family Four Units Per Acre to P-1, Institutional. A nursing home has been allowed by conditional use permit on this property; however, as indicated in the applicant's letter, the City sign ordinance would not permit a freestanding sign in the RSF-4 zoning district. The applicant's primary reason for the rezoning is to allow a sign. In addition, where the Future Land Use Plan supports the land use, rezoning property to fit the intended use as a permitted use rather than a conditional use is in accordance with the City's adopted policies.

DISCUSSION

On September 13, 2010 the Planning Commission forwarded this request to the City Council with a recommendation for approval with a vote of 8-0-1 (Honchell recused).

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 10-3642, FOR APPROXIMATELY 11.18 ACRES, LOCATED AT 4405 PERSIMMON STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO P-1, INSTITUTIONAL

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From RSF-4, Residential Single Family, 4 units per acre to P-1, Institutional, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and **APPROVED** this day of , 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

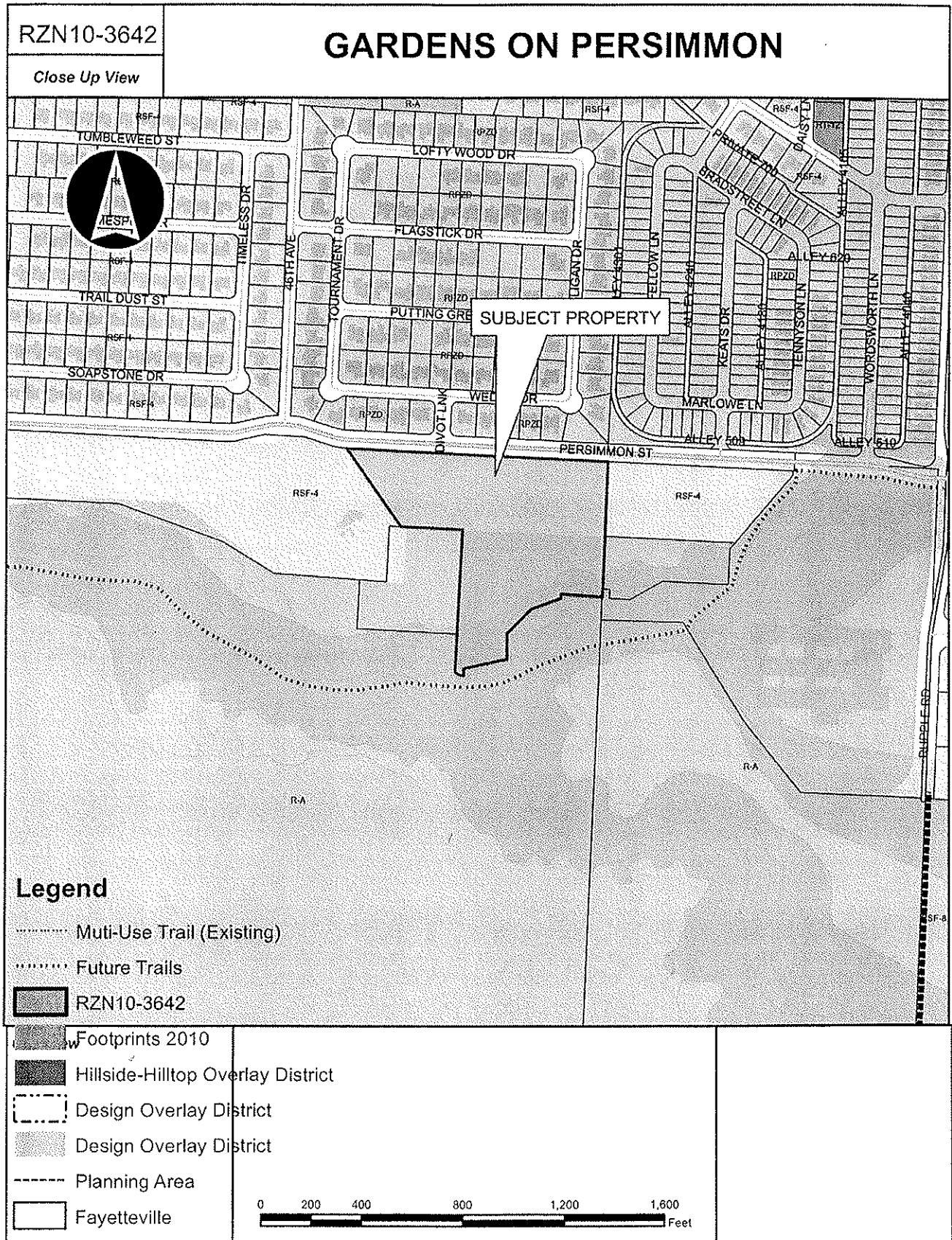


EXHIBIT "B"
RZN 10-3642

A PART OF THE NE1/4 OF THE NW1/4 OF SECTION 13, T16N, R31W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID NE1/4, NW1/4 THENCE S02°56'45"W 35.00 FEET TO THE P.O.B., THENCE S02°18'46"W 300.01 FEET, THENCE S02°24'51"W 211.31 FEET, THENCE S02°23'33"W 29.85 FEET, THENCE N85°56'35"W 165.07 FEET, THENCE S02°23'33"W 16.87 FEET, THENCE S69°48'42"W 125.78 FEET, THENCE S43°49'53"W 134.77 FEET, THENCE S00°08'22"W 103.06 FEET, THENCE S77°37'14"W 173.95 FEET, THENCE S01°37'22"W 28.00 FEET, THENCE N78°22'21"W 16.15 FEET, THENCE N63°35'26"W 19.99 FEET, THENCE N02°57'50"E 571.58 FEET, THENCE N87°09'41"W 246.89 FEET, THENCE N34°39'39"W 381.00 FEET, THENCE S87°02'10"E 1038.77 FEET TO THE P.O.B.; CONTAINING 11.18 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.



PC Meeting of September 13, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~September 3, 2010~~ *Updated September 15, 2010*

RZN 10-3642: (GARDENS ON PERSIMMON, 477): Submitted by JORGENSEN & ASSOC for property located at 4405 PERSIMMON. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 11.18 acres. The request is to rezone the subject property from RSF-4, RESIDENTIAL SINGLE FAMILY 4 UNITS PER ACRE to P-1, INSTITUTIONAL.
Planner: Andrew Garner

BACKGROUND:

Property Description: The subject property is on the south side of Persimmon Street east of Broyles Avenue, south of the Cross Keys Subdivision and west of Owl Creek Elementary School. The 11.18-acre property is zoned RSF-4, Residential Single Family Four Units/Acre and has been recently developed for the Gardens on Persimmon nursing home. The Owl Creek floodplain is located on the southern portion of the property. The surrounding land use and zoning is indicated in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Cross Keys Subdivision	R-PZD
South	Undeveloped pasture/Owl Creek riparian corridor	R-A
East	Undeveloped Parcel/Owl Creek Elementary School*	RSF-4; R-A
West	Rural residential	RSF-4; R-A

*Currently at City Council to be rezoned to P-1, Institutional (RZN 10-3625 Cedar Crest Academy)

Background: On April 14, 2008 the Planning Commission approved a conditional use permit to allow for the development of a nursing home on the subject property (CUP 08-2954 Gardens on Persimmon). On July 3, 2008 the Subdivision Committee approved a large scale development for the Gardens on Persimmon project (LSD 08-3023 Gardens on Persimmon). The applicant has recently completed the Gardens on Persimmon development and desires to have a freestanding monument sign, however, such a sign is not permitted within the RSF-4 zoning district.

Request: The applicant requests to rezone the property from RSF-4, Residential Single Family Four Units Per Acre to P-1, Institutional. A nursing home has been allowed by conditional use permit on this property; however, as indicated in the applicant's letter, the City sign ordinance would not permit a freestanding sign in the RSF-4 zoning district. The applicant's primary

reason for the rezoning is to allow a sign.

Public Comment: Staff has not received public comment.

RECOMMENDATION:

Staff recommends forwarding the rezoning request (RZN 10-3642 Gardens on Persimmon) to the City Council with a recommendation of approval based on findings stated herein.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date:	<u>September 13, 2010</u>	☐ Tabled	☒ Forwarded	☐ Denied	
Motion: <u>Kennedy</u> Second: <u>Cabe</u> Vote: <u>8-0-1 (Honchell recused)</u>					
CITY COUNCIL ACTION:				Required	<u>YES</u>
Date:		☐ Approved		☐ Denied	

INFRASTRUCTURE:

Streets: The site has access to Persimmon Street, a Collector Street. Persimmon Street is a fully improved two lane city street in this location.

Water: Public water is available to the property. There is a 12" public main located along the south side of Persimmon Street in front of this property.

Sewer: Sanitary sewer is available to the site. There is an 8" public main located along the south side of Persimmon Street directly in front of this property.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is affected by the 100-year floodplain associated with Owl Creek.

Fire: This development will be protected by Engine 7 located at 835 N. Ruppel Road. It is approximately one (1) mile from the station with an anticipated response time of two (2) minutes to the beginning of the development. The Fayetteville Fire Department does not feel this development will affect calls for service or response times.

Police: It is the opinion of the Fayetteville Police Department that this rezoning will not create an appreciable increase in traffic problems or load on police services.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2025 Future Land Use Plan designates this site as Civic Institutional Area, which are dedicated for buildings generally operated by not-for-profit organizations dedicated to culture, government, education or transit and municipal parking. These areas encourage the establishment of civic institutional areas in locations that would serve large concentrations of Fayetteville citizens.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed P-1, Institutional, zoning is consistent with the City's *Institutional Area* land use designation that dedicates these areas for institutional uses that would be permitted under the proposed P-1 zoning. Based on the City's adopted land use planning objectives and principles, staff finds that the subject property, in close proximity to an elementary school, a community center, and a single family neighborhood, would be appropriately regulated under the P-1 zoning district. The site has been recently developed for a nursing home. This zoning would more accurately reflect the current institutional use of the site, consistent with the City's land use planning policies.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: While the Gardens on Persimmon has already obtained a conditional use approval from the Planning Commission to operate a nursing home (Use Unit 4) on the subject property, staff finds that the rezoning request is justified as the P-1 zoning district would more accurately reflect and govern the existing use and development of the property than the current RSF-4 zoning. This would include the applicant's desire to install a sign for the nursing home.

The Future Land Use Plan, City Plan 2025, identified several areas for non-residential services on the west side of the City. The subject property was identified as part of a node for institutional services around the Ruppel Road/Persimmon Road intersection. Ruppel Road is a Principal Arterial Parkway and Persimmon Road is a Collector Street. The subject property is located in close proximity to two existing institutional uses, Owl Creek Elementary and the Boys and Girls Club, but is zoned RSF-4, Residential Single Family Four Units Per Acre. The proposed zoning to P-1, Institutional is justified in order to be consistent with the Future Land Use Plan and in order to permit development of the property for institutional uses by right.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning from RSF-4 to P-1 would result in the potential for an increase in

traffic compared with that allowed under the existing zoning. However, the street system in the surrounding area has been improved and is planned to accommodate large volumes of traffic with Ruppel Road being a Principal Arterial Parkway and Persimmon Street being a Collector Street. Ruppel Road is planned to be extended south from Persimmon Street south to Martin Luther King Boulevard over the next few years as part of the Bond Program Street Projects. This street extension will provide an additional north-south connection that is needed in this area. The surrounding street system is capable of supporting additional traffic. Further, with the recent development of this site for a nursing home under a conditional use permit, it is not anticipated that the rezoning would result in any increase in traffic from this site in the foreseeable future.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Staff finds that the proposed zoning would not create undesirable impacts to public services, or a density that is incompatible with the surrounding area, based on a review of infrastructure, existing land uses, and the development potential of the property. The change in zoning to P-1 would not permit uses that would adversely impact public services.

Increased load on public services were taken into consideration and recommendations from the Engineering, Police, and Fire Departments are included in this report.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: Not applicable. Staff recommends in favor of the requested zoning.

Fayetteville Unified Development Code

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10)

Fayetteville Unified Development Code

161.29 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft.
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 60 % of the total area of such lot.

Fayetteville Unified Development Code

174.10 On-Site Freestanding Signs

It shall be unlawful to erect any freestanding sign which total height is greater than 30 feet above the level of the street upon which the sign faces. For any sign located closer to street right-of-way than 40 feet, the maximum height shall be reduced one-half (1/2) foot for each foot of setback less than 40 feet. On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

(A) *R-A District.*

- (1) *Number of signs.* Only one on-site freestanding sign shall be permitted on a lot or at a business operating on two or more adjoining lots.
- (2) *Display surface area.* Display surface area shall not exceed 16 square feet.
- (3) *Illumination.* Sign may be illuminated by indirect illumination only.
- (4) *Setback from right-of-way.* Sign shall be setback 35 feet from existing street right-of-way and 25 feet from any R or R-O District.

(B) *RSF, RT and Neighborhood Commercial Districts.* Except pursuant to §174.03 (C), (H) and (J), freestanding signs shall be prohibited and no freestanding signs shall be erected in RSF, RT and Neighborhood Commercial Districts of the City.

(C) *R-O and RMF Districts.* One freestanding sign shall be permitted on a lot or parcel zoned RMF or R-O subject to the following restrictions:

- (1) *Display surface area.* The maximum display surface area shall not exceed four (4) square feet;
- (2) *Setback from right-of-way.* The sign shall be setback a minimum of 15 feet from street right-of-way.
- (3) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.
- (4) *Setback from R District.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.
- (5) *Illumination.* The sign shall be illuminated by indirect illumination only.
- (6) In lieu of the above freestanding sign, one freestanding bulletin board of up to ten square feet may be installed in an RMF district pursuant to the above requirements and §174.03 (P).

(D) *C Districts.*

- (1) *Number of signs.* Only one on-site freestanding signs shall be permitted on a lot, at a shopping center, or at a mall; provided only one on-site freestanding sign shall be permitted for any business operating on two or more adjoining lots.
- (2) *Freestanding signs.* Freestanding signs shall be subject to the following:
 - (a) *Display surface area.* Display surface area shall not exceed 10 square feet; provided, the display surface area may be increased two (2) square feet for each one (1) foot the sign is setback from street right-of-way beyond 15 feet, provided further, the maximum display surface area for a sign which is setback from street right-of-way 40 feet or more shall be 75 square feet.
 - (b) *Setback from right-of-way.* Setback shall be a minimum of 15 feet from street right-of-way.
 - (c) *Setback from adjoining property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.
- (3) *Joint identification sign.* The display surface area of joint identification signs may be increased to one square foot per 500 square feet of gross leaseable building area over 37,500 square feet located, as approved by the Planning Division, at no more than two (2) remote entrance locations. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:
 - (a) *R Districts.* Prohibited.
 - (b) *R-O District.* Monument sign permitted with a maximum display surface area of 32 square feet.
 - (c) *C and I Districts.* Display surface shall not exceed 300 square feet.
 - (d) *Size limitation for freestanding sign if business displayed on joint identification sign.* If a business name or logo is placed upon a joint identification sign, that business's freestanding sign may not exceed 32 square feet.

(E) *I Districts.*

- (1) *Number of signs.* Only one on-site freestanding sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one on-site freestanding sign shall be permitted for any business operating on two or more adjoining lots.
- (2) *Freestanding signs.* Freestanding signs shall be subject to the following:

- (a) *Display surface area.* Display surface area shall not exceed 10 square feet; provided, the display surface area may be increased two square feet for each one foot the sign is setback from street right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which setback from street right-of-way 40 feet or more shall be 75 square feet.
- (b) *Setback from right-of-way.* Setback shall be a minimum of 15 feet from street right-of-way.
- (c) *Setback from Adjoining property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.

(F) *P Districts.* One Freestanding sign or bulletin board may be erected.

(G) *Area signs.*

- (1) *Size/location.* The size and location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, who will approve such structure upon the criterion of traffic safety sight lines.

- (a) Areas with more than one entrance may not have a sign at more than two locations.

- (b) An area sign with display on one side located on each side of an entrance street may be substituted for a single sign with display on both sides.

- (2) *Display surface area.*

- (a) *A, P, R, and R-O Districts.* Display area shall not exceed 32 square feet.

- (b) *C and I Districts.* Display area shall not exceed 75 square feet.

(H) *Monument signs.* A monument sign shall be set back a minimum of 10 feet from the street right-of-way, 10 feet from adjoining non-residential property and 25 feet from adjoining residential property, and may be substituted for a free standing sign permitted by §174.10, providing the display surface area meets the following:

- (1) *Neighborhood conservation and RSF Districts.* Prohibited on individual lots.

- (2) *Other residential districts.* The display surface shall not exceed 16 square feet.

- (3) *R-A and P Districts.* The display surface area shall not exceed 32 square feet.

- (4) *C and I Districts.* The display surface area shall not exceed 75 square feet.

(Code 1965, §17B-9; Ord. No. 1893, 12-19-72; Ord. No. 3008, 5-1-84; Ord. No. 3029, 8-21-84; Ord. No. 3294, 9-15-87; Code 1991, §158.47; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4226, 2-15-00; Ord. 4972, 1-16-07; Ord. 5088, 12-04-07)



C. 2
RZN 10-3642 (Gardens on Persimmon)
Page 16 of 20

JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.

August 5, 2010

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Attn: Andrew Garner, Senior Planner
Re: Rezoning for Gardens on Persimmon

Dear Andrew;

Attached please find the information pertaining to a rezoning request for the Gardens on Persimmon. The present zoning is RSF-4 and the developer would like to rezone this property from RSF-4 to P-1. This will allow a nursing home with a sign by right.

The property to the north is Cross Keys Subdivision Phase 1 (RSF-4) on the north side of Persimmon Street and the property immediately to the west is RSF-4. This rezoning request is for P-1 and only for the nursing home that was constructed which was allowed by a conditional use.

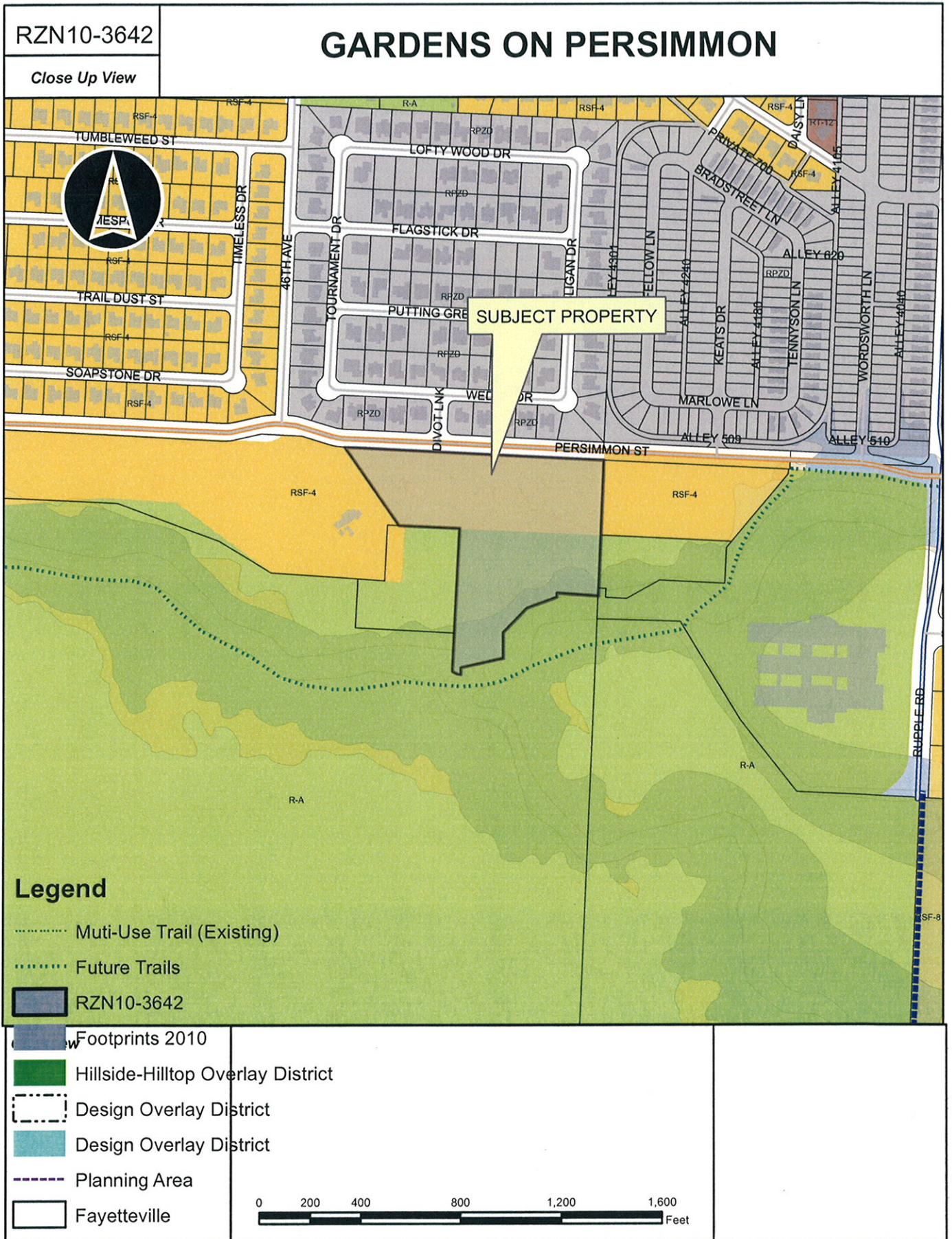
Please review and call concerning any questions you may have.

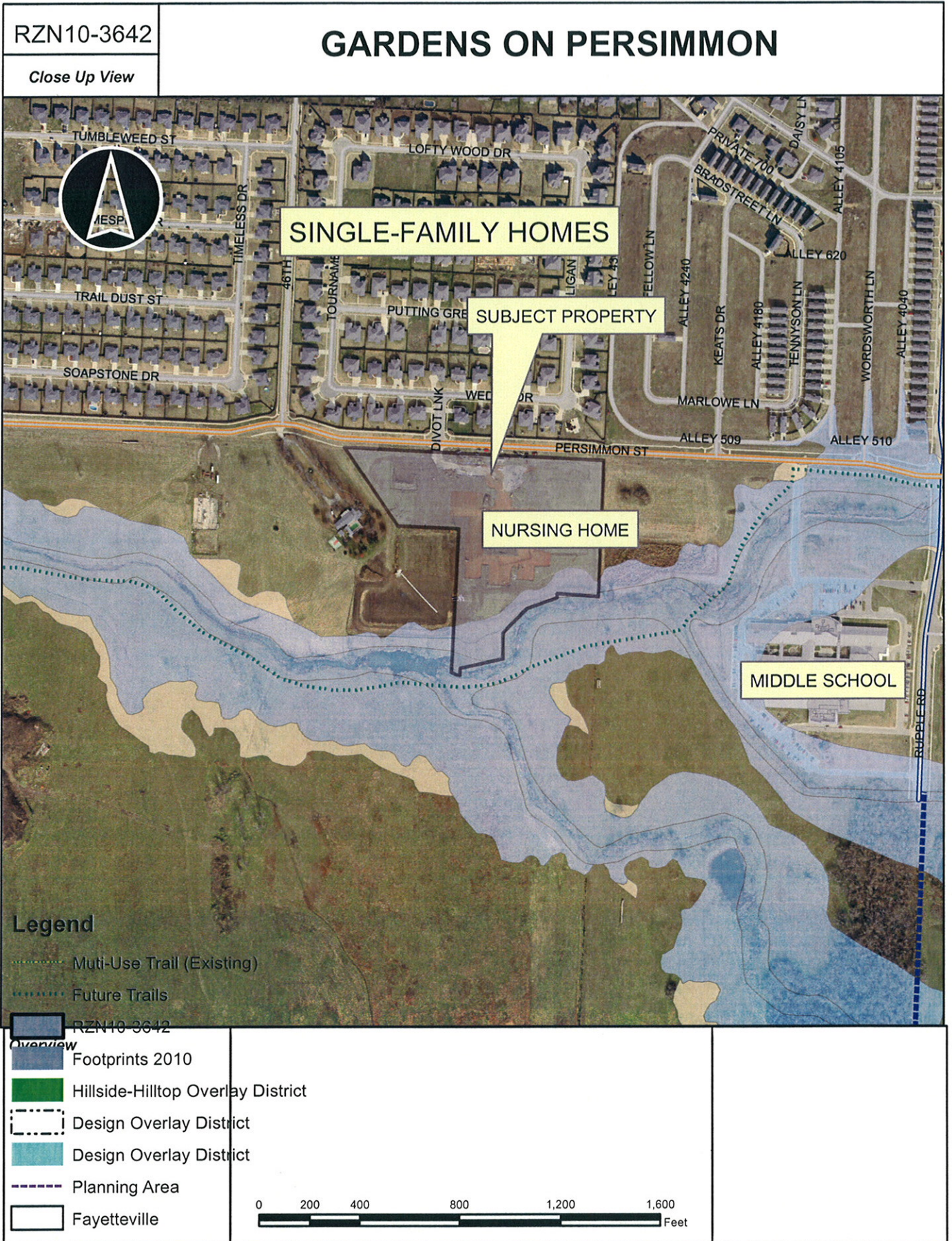
Thank you.

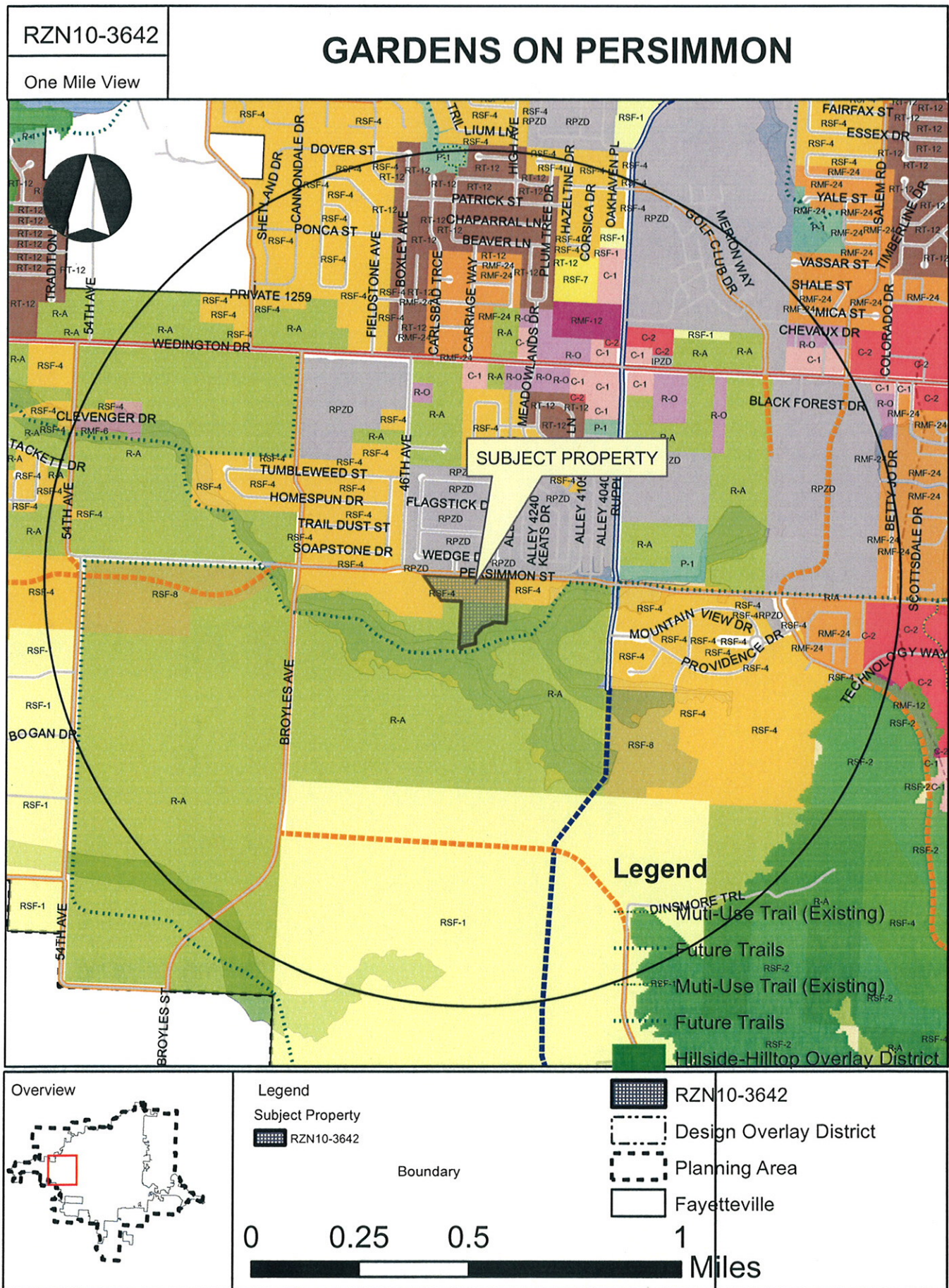
Sincerely;

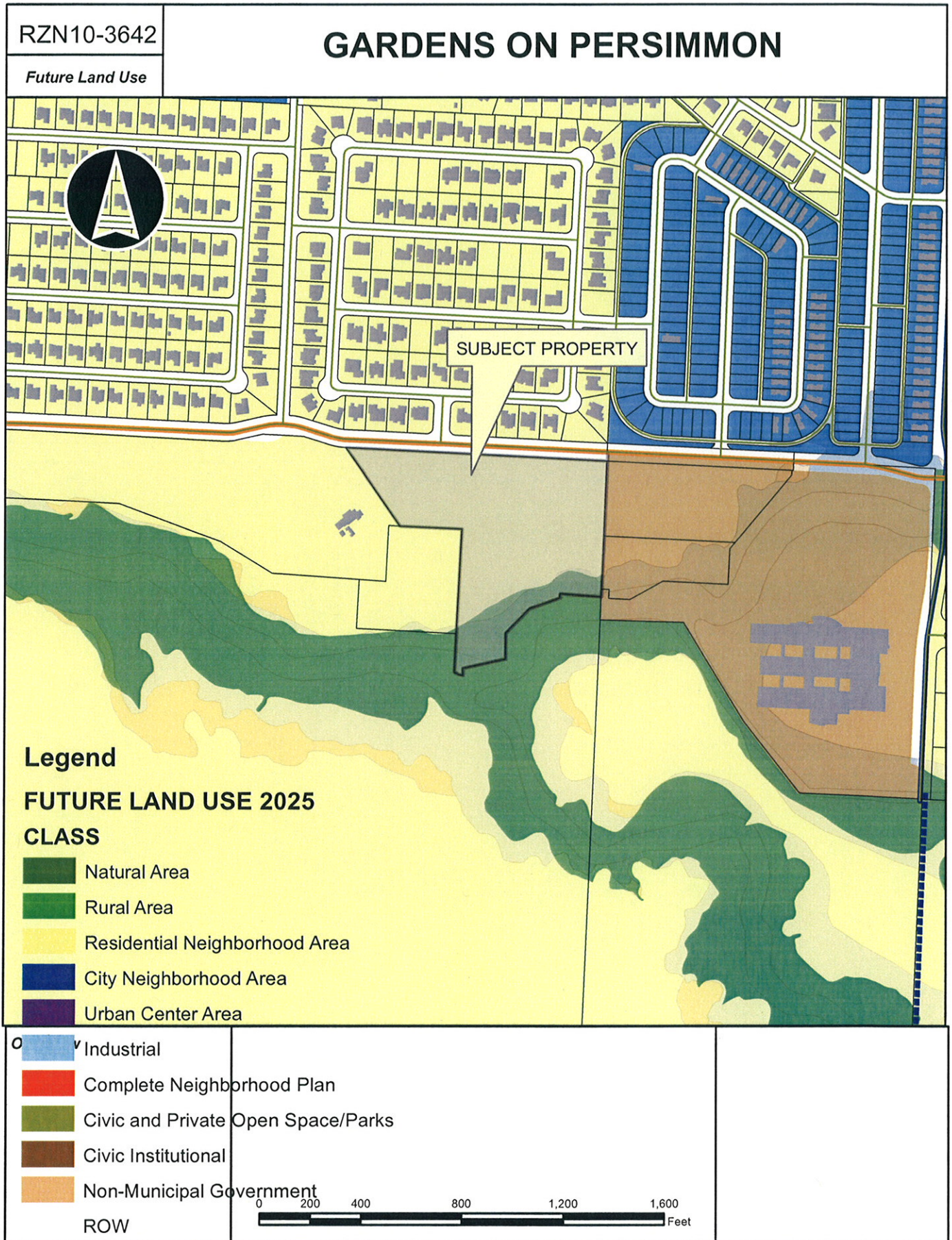
Blake E. Jorgensen, P.E.











**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

C. 3
Illinois River Watershed Partnership
(IRWP) Contract for Watershed Education
Page 1 of 8

October 5, 2010

City Council Meeting Date

Sarah Wrede

Submitted By

Engineering

Division

Development Services

Department

Action Required:

An ordinance to waive requirements for bidding for services costing less than \$20,000 and to approve a contract for \$10,000 with the Illinois River Watershed Partnership to assist in the improvement of water quality in the Illinois River Watershed.

\$ 10,000.00

Cost of this request

\$ 412,066.00

Category / Project Budget

Storm Water Quality Mgmt./Nutrient Reduction

Program Category / Project Name

4470.9470.5314.00

Account Number

\$ 98,279.13

Professional Services

Program / Project Category Name

02097.1

Project Number

\$ 313,786.87

Remaining Balance

Sales Tax Capital Improvement

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

[Signature]
Department Director

09-17-2010

Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

9-20-10

Date

Original Contract Date:

Paul a. Behr
Finance and Internal Service Director

9-20-2010

Date

Original Contract Number:

[Signature]
Chief of Staff

9-21-10

Date

Received in Mayor's Office

[Signature]
Mayor

9/21/10

Date

Received in City Clerk's Office
09-17-10A11:15 RCVD
Kim G.
ENTERED
9/21/10
[Initials]

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CITY COUNCIL AGENDA MEMO

Council Meeting of October 5, 2010

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director 
Chris Brown, City Engineer 

From: Sarah Wrede, Staff Engineer 

Date: September 15, 2010

Subject: An ordinance to waive requirements for bidding for services costing less than \$20,000 and to approve a contract for \$10,000 with the Illinois River Watershed Partnership to assist in the improvement of water quality in the Illinois River Watershed.

PROPOSAL

According to their website, the Illinois River Watershed Partnership (IRWP) formed when "a diverse group of Northwest Arkansas leaders organized an Upper Illinois River Summit in September 2005 with 65 watershed stakeholders committing to personal action and agreeing that public education is the number one priority to improve and protect water quality in the Illinois River."

The IRWP officially formed in December 2005 as a non-profit organization with a board that is representative of the various stakeholders in the watershed including government, business, agriculture, conservation, construction/development, and academia.

The mission of the IRWP is to improve the integrity of the Illinois River through public education and community outreach, water quality monitoring, and the implementation of conservation and restoration practices throughout the Illinois River watershed.

A large portion of the City of Fayetteville contributes stormwater flows into the Illinois River Watershed including Clear Creek, Hamestrung Creek, and Owl Creek. The new wastewater treatment plant discharges treated effluent into Goose Creek which also flows into the Illinois River. The City of Fayetteville continues to receive great benefit from the watershed education campaigns and the watershed management planning processes that have been implemented by the IRWP.

This will be the fifth year the City has contracted with the IRWP for these services. The last contract was also for \$10,000 for watershed education and planning services. Dr. Delia Haak will provide a summary of accomplishments for 2010 and plans for 2011 at the agenda session meeting on September 28th.



www.accessfayetteville.org

C. 3

Illinois River Watershed Partnership
(IRWP) Contract for Watershed Education
Page 3 of 8

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

RECOMMENDATION

Staff recommends approval of an ordinance to waive the procurement requirements for services costing less than \$20,000 and to approve a contract for \$10,000 with the Illinois River Watershed Partnership to assist in the improvement of water quality in the Illinois River Watershed.

BUDGET IMPACT

The City of Fayetteville currently has adequate funds remaining in the Storm Water Quality Management/Nutrient Reduction Project for this contract.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF §34.23, (PURCHASES AND CONTRACTS NOT IN EXCESS OF \$20,000.00), OF THE FAYETTEVILLE CODE OF ORDINANCES AND APPROVING A CONTRACT WITH THE ILLINOIS RIVER WATERSHED PARTNERSHIP (IRWP) IN THE AMOUNT OF \$10,000.00 FOR WATERSHED EDUCATION AND PLANNING SERVICES.

WHEREAS, the Illinois River Watershed Partnership (IRWP) possesses unique expertise and resources ideally suited to meet the City of Fayetteville's need for Watershed Education and Planning Services as part of the Stormwater Management Program, Phase II; and

WHEREAS, the Illinois River Watershed Partnership (IRWP) can perform this work at a significant savings to the citizens of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby waives the requirements of §34.23, (Purchases and Contracts Not in Excess of \$20,000.00), of the Fayetteville Code of Ordinances and approves a Contract with the Illinois River Watershed Partnership (IRWP) in the amount of \$10,000.00 for watershed education and planning services, and authorizes Mayor Jordan to execute this Contract. A copy of the Contract, marked Exhibit A, is attached hereto and made a part hereof.

PASSED and APPROVED this _____ day of _____, 2010.

APPROVED:

ATTEST:

By:

By:

Mayor Lioneld Jordan

City Clerk

Sarah Wrede
Will get an
original.

CONTRACT

The Illinois River Watershed Partnership, Inc. and the City of Fayette agree to enter into the following contract on this 15th day of September, 2010.

WHEREAS, The Illinois River Watershed Partnership, Inc. is a non-profit corporation whose mission is to improve the health of the Illinois River Watershed through the implementation of best management practices, water quality monitoring, public education, community outreach and ecosystem restoration; and

WHEREAS, The City of Fayetteville has responsibilities to educate its citizens about these water quality and restoration issues through mandates of the Clean Water Act and has budgeted funds for such education activities.

NOW, THEREFORE, the Illinois River Watershed Partnership and the City of Fayetteville agree as follows:

1. The City of Fayetteville agrees to purchase educational, ecosystem monitoring and restoration, and community outreach services for its citizens from the Illinois River Watershed Partnership, Inc. for the sum of Ten Thousand Dollars (\$10,000.00).

2. The Illinois River Watershed Partnership agrees to furnish a year long, extensive community outreach and educational services program to Fayetteville's citizens during the period of December 1, 2010 through December 1, 2011, and further to provide implementation of and education about best management practices for stormwater management and ecosystem restoration in the Illinois River watershed.

3. The Illinois River Watershed Partnership agrees to provide an annual written report about its programs and activities to the Fayetteville City Council due on September 30, 2011.

ILLINOIS RIVER
WATERSHED PARTNERSHIP, INC.

CITY OF FAYETTEVILLE,
ARKANSAS

By: *Dolciattak 9-15-10*
Executive Director
Illinois River Watershed Partnership, Inc.

By: _____
Mayor Lioneld Jordan



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ILLINOIS RIVER
WATERSHED PARTNERSHIP, INC.

CITY OF FAYETTEVILLE,
ARKANSAS

By: *Dolice Haak* 9-15-10
Executive Director
Illinois River Watershed Partnership, Inc.

By: _____
Mayor Lioneld Jordan



August 10, 2010

Mayor Lioneld Jordan
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Dear Mayor Jordan,

Thank you for your contract for stakeholder public education and community outreach services through the Illinois River Watershed Partnership (IRWP) for the residents of Fayetteville. Contract services of \$10,000 to be provided from December 1, 2009 to December 31, 2010 were received on December 28, 2009. We want to provide this summary report as an update from the mid-year January 2010 report and share events scheduled for the remainder of 2010.

From January 1 to July 31, 2010 the IRWP accomplished the following as part of our contract for services:

- **54 Public Education and Community Outreach Projects**
- **11 Conservation and Restoration Projects**
- **11 Water Quality Monitoring Projects**
- **\$236,606 in Volunteer Project Labor, education and training**
- **11,814 hours of Volunteer Time and Labor**
- **1,773 Volunteers**
- **Over \$400,000 for specific project grants**
- **\$100,000 matching grant from the Walton Family Foundation**
- **Over 60 volunteer organizations**

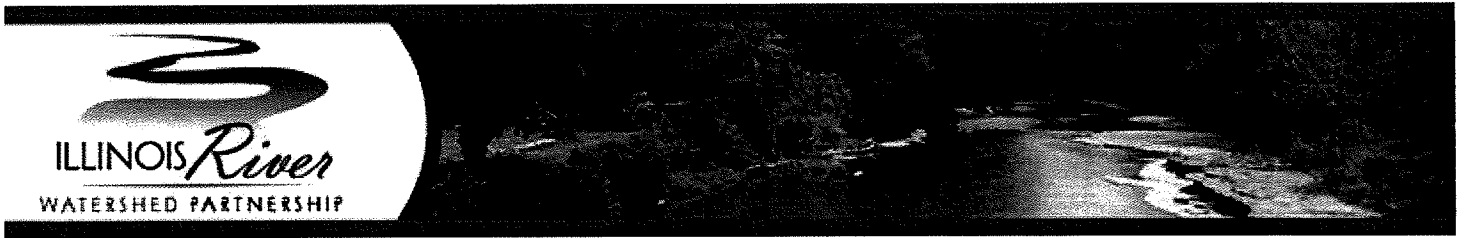
A comprehensive watershed management plan for the Upper Illinois River Watershed in Arkansas is recently completed and in the process of reviews by Region 6 EPA. The UIRW Management Plan follows EPA's Nine Minimum Elements Plan and has been the focus of the Partnership for over three years. A *Handbook of Best Management Practices for the Upper Illinois River Watershed and Other Regional Watersheds* was also completed as part of the management plan process. Stakeholder meetings and workshops are planned for the Fall and we would very much like to review the findings and recommendations of the Watershed Management Plan with you at your convenience. The recommendations for action will offer each county and city within the watershed, as well as each individual, business, industrial, or educational enterprise, access to information for a healthy, sustainable watershed.

Thank you for contracting for services with the IRWP. We are asking for your continued support for services from December 1, 2010 to December 31, 2011. Your contract is matched by a commitment from the Walton Family Foundation to continue their support of the IRWP and our joint efforts to improve the integrity of the Illinois River Watershed.

Thank you for the opportunity to work with you and the City of Fayetteville. Everything we can do together multiplies direct cost savings and leverages support for our environment, our rich water resources and our watershed. Thank you for your commitment to the education of stakeholders and the conservation of our natural resources. Working together is the only watershed model that will "stand the test of time".

Sincerely,

Delia Haak, Ed. D.
Executive Director



2010 IRWP Education and Outreach Events

February	Arkansas Game and Fish Water Quality Monitoring Hach Kit Training
March	The Riparian Project – 3,000 seedlings in six cities, 350 volunteers
April	Rain Garden Workshop and Installation at Horsebarn Trail
May	Clean Water Rainger's Kids Club launched – 10 schools, 3,000 students, 600 members Watershed Festival hosted at Sam's Club
June	Watershed Camp at Lake Fayetteville Environmental Study Center Invasive Species Eradication workday at Wilson Park, Fayetteville
July	Texas Watershed Coordinators Roundtable – IRWP Funding Presentation EPA Managing Wet Weather conference, Fayetteville
August	AR Forestry Commission Riparian and Tree City Workshop Illinois River, Mud Creek, Scull Creek, Spring Creek, Osage Creek cleanups Dr. Doug Tallamy: "Bring Nature Home" presentation and book signing
September	Rain Garden at Springdale Public Works with Cargill volunteers
October	Golden Paddle Award nominations due World Water Monitoring Day on Lake Wedington Partners: USGS, Arkansas Canoe Club, Sam's Club, Lewis & Clark
November	Rain Garden Academy and Low Impact Development Workshop IRWP Annual Membership meeting – Arvest Ballpark, Springdale 2010 Golden Paddle Awards and IRWP Sponsorship Reception Arkansas Watershed Advisory Group annual conference, Mountain View http://www.awag.org/conferences.html#2010 Jet Stinger conservation project Tree Farm preparation
December 31	Rain Barrel Ball – New Year's Eve 8 pm. to 1 am.

City Council Agenda Items
and
Contracts, Leases or Agreements

10/5/2010

City Council Meeting Date
Agenda Items OnlyPaul A. Becker
Submitted ByFinance & Internal Services
DivisionFinance & Internal Services
Department

Action Required:

City Council is requested to adopt real and personal property tax rates for 2010 for the Policemen's Pension & Relief, the Firemen's Pension & Relief Funds, and the Fayetteville Public Library. The rate to be adopted for the Policemen's Pension & Relief Fund and the Firemen's Pension & Relief Fund is 0.4 mils for real property and 0.4 mils for personal property, the millage for the Fayetteville Public Library is 1.0 mil for real property and 1.0 mil for personal property. City Council is also requested to adopt real and personal property tax rates for 2010 for the City's General Fund. The rate requested for the City's General Fund is 1.3 mils for real property and 1.3 mils for personal property.

_____	\$ _____	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____	_____
Account Number	Funds Used to Date	Program / Project Category Name
_____	\$ _____	_____
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

<u>Paul A. Becker</u>	<u>9-22-2010</u>	Previous Ordinance or Resolution #	<u>5178</u>
Department Director	Date		
<u>[Signature]</u>	<u>9/22/2010</u>	Original Contract Date:	_____
City Attorney	Date	Original Contract Number:	_____

<u>Paul A. Becker</u>	<u>9-22-2010</u>	Received in City Clerk's Office 09-22-10 P03:47 RCVD <u>ED</u>
Finance and Internal Services Director	Date	
<u>[Signature]</u>	<u>9-22-10</u>	Received in Mayor's Office ENTERED 9/22/10 <u>[Signature]</u>
Chief of Staff	Date	
<u>[Signature]</u>	<u>9/22/10</u>	
Mayor	Date	

Comments:

TO: Mayor Lioneld Jordan and Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance & Internal Services Director

DATE: September 22 , 2010

SUBJECT: **2010 Millage Levy**

Recommendation:

City staff recommends that City Council approve the millage levy ordinance approving the 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 1.0 mils for the Fayetteville Public Library, and 1.3 mils for 2011 General Fund operations.

Background:

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2010.

The total assessed value of real and personal property located within the city limits of Fayetteville, as of July 30, 2010, is approximately \$1.26 billion. The assessed valuation is before the Washington County Board of Equalization has made all the changes to the County Assessors Abstract. Based on the preliminary assessments, the growth in real property assessments is approximately -3.30% as of July 30, 2010.

Discussion:

A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property as was approved by referendum.

A millage levy ordinance must be approved for the operation of the Fayetteville Public Library and that was approved by the voters on October 1, 2002. The millage levy for the Fayetteville Public Library is 1.0 mils for real property and 1.0 mils on personal property.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 1.3 mils for both real and personal property.

The 2011 proposed property tax revenue amount based on the 1.3 mil levy is estimated to bring in \$1,501,000 in General Fund revenue. Below is a proposed calendar of meetings during the months of September and October to discuss the millage levy.

Tuesday, September 28	Agenda Session
Tuesday, October 5	City Council Meeting
Tuesday, October 12	Agenda Session
Tuesday, October 19	City Council Meeting

Budget Impact:

The 0.4 mils Police and 0.4 mils Fire is needed to fund the Pension plans for both. The 1.0 mils is used to fund the operation of the Fayetteville Public Library. The 1.3 mils will be used to fund General Fund operations.

Conclusion:

The millage levy must be at Washington County in time to be included in their consolidated levy ordinance which will be approved at the November 11, Quorum Court meeting. The deadline for receipt is set by the County. Last year that deadline was October 29. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2010.

The administration is requesting the same millage rate as was approved in 2009 as follows:

- 1.3 mils for General Fund Operations
- 1.0 mils for the Fayetteville Public Library
- 0.4 mils for the Police Pension Fund
- 0.4 mils for the Fire Pension Fund

If you have any questions concerning this agenda request please contact me at 575-8330.

City of Fayetteville
Property Tax Revenue per Mil
July 30, 2010

<u>Millage</u>	<u>Approximate Revenue</u>
0.10	\$ 115,000
0.20	\$ 231,000
0.30	\$ 346,000
0.40	\$ 462,000
0.50	\$ 577,000
0.60	\$ 693,000
0.70	\$ 808,000
0.80	\$ 923,000
0.90	\$ 1,039,000
1.00	\$ 1,154,000
1.20	\$ 1,385,000
1.30	\$ 1,501,000
2.00	\$ 2,309,000
2.20	\$ 2,539,000
2.70	\$ 3,117,000
3.20	\$ 3,694,000
3.70	\$ 4,271,000
4.20	\$ 4,848,000
4.70	\$ 5,425,000

The millage revenue reflected above is based on the Washington County Preliminary Summary Report of County Assessments for the Year 2010 dated July 30, 2010 and includes real and personal property for Utilities. The City Council can approve up to 5.0 mils for operations. The table assumes a 91.3% collection rate. Total real and personal property assessments for 2011 amount to approximately \$1,210 million excluding real estate and personal property for utilities.

Property Tax Impact Illustration

	<u>Appraised Value</u>	<u>Assessed Value</u>	<u>1 Mil Tax / Year</u>
Single Family Home	\$ 75,000.00	\$ 15,000.00	\$ 15.00
Single Family Home	\$ 100,000.00	\$ 20,000.00	\$ 20.00
Single Family Home	\$ 150,000.00	\$ 30,000.00	\$ 30.00

ORDINANCE NO. _____

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2010 FIXING THE RATE THEREOF AT 1.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1: That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2010 to be collected in 2011 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

<u>Purpose</u>	<u>Levy</u>
General Fund – Operations	1.3 mills
Fayetteville Public Library	1.0 mills
Policemen's Pension Fund	0.4 mills
Firemen's Pension Fund	<u>0.4 mills</u>
TOTAL	3.1 mills

Section 2: That the real and personal property tax so levied and the rates provided therefore are hereby certified to the Clerk of Washington County, Arkansas, to be placed in the tax book by the County Clerk and collected in the same manner that the county and school district taxes are collected.

Section 3: The City Clerk is hereby authorized and directed to file certified copies of this ordinance in the office of the County Recorder, County Clerk, County Assessor, and the County Tax Collector for Washington County, Arkansas.

PASSED and **APPROVED** this 19th day of October, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Sondra Smith - Re: agenda session presentation by IRWP

From: Sondra Smith
To: Wrede, Sarah
Date: 9/3/2010 6:55 PM
Subject: Re: agenda session presentation by IRWP
Attachments: Sondra Smith.vcf

Hi Sarah

Your presentation has been approved. We will add it to the October 5, 2010 City Council agenda for a presentation at Agenda Session on September 28, 2010. Have a great day!

Sondra E. Smith CAMC, CMC
 City Clerk Treasurer
 City of Fayetteville
 113 West Mountain
 Fayetteville, AR 72701
 (479) 575-8323
ssmith@ci.fayetteville.ar.us

TDD (Telecommunications Device for the Deaf): (479) 521-1316

>>> Sarah Wrede 9/3/2010 2:29 PM >>>
 Sondra,

I would like to schedule a city council agenda session presentation for Sept. 28th.

The City Council has sponsored the Illinois River Watershed Partnership (IRWP) for the last couple years. The 2010 contract asks for a report from IRWP to the Council by Sept. 30, 2010.

Delia Haak, Executive Director of the IRWP, would like to present highlights from the IRWP Clean Water Rainers Kid's Club that was launched, Watershed Camp, a Watershed Festival at the Fayetteville Sam's Club, creek cleanups, upcoming Lake Wedington event, a Rain Garden Academy and more!

As I mentioned the presenter will be Delia Haak, Executive Director of the Illinois River Watershed Partnership and the topic will be IRWP education and outreach highlights.

At the same time I plan to bring forward an agenda request to renew the contract with IRWP for 2011. If the Sept. 28th agenda session doesn't work out, I think a later date this fall would not be a problem.

Thank you,
 Sarah

Sarah Wrede, CFM, CPESC
 Stormwater Engineer
 Floodplain Administrator
 City of Fayetteville
 Phone (479) 575-8206
 Fax (479) 575-8202
 TDD: (Telecommunications Device for the Deaf) (479) 521-1316

Sondra Smith - Re: Fwd: agenda session presentation by IRWP

From: Don Marr
To: Smith, Sondra
Date: 9/3/2010 4:36 PM
Subject: Re: Fwd: agenda session presentation by IRWP

Yes, this is good to add.

Thanks,
Don

Don Marr

If you live in Fayetteville, sign up today to make and track a personal environmental conservation pledge in Fayetteville's national-model program at www.ecologicalcommunities.org

Chief of Staff for Mayor Jordan

113 W Mountain Street

Fayetteville, AR 72701

Office: 479-575-8330

For TDD: (Telecommunications Device for the Deaf)

Dial 479-521-1316

Email: dmarr@ci.fayetteville.ar.us

Website: www.accessfayetteville.org

Handed out at the City Council Meeting
October 5, 2010. RFP # 10-04 Regions Insurance

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Paul Becker, Finance & Internal Services Director
From: Peggy Vice, Purchasing Manger
Date: October 5th, 2010
Subj: Insurance Broker of Record Services Contract

RFP 10-04 Insurance Broker of Record Services selection committee members were Adella Gray, Kit Williams, Officer Kenny Yates, Peggy Bell and Peggy Vice.

Selection criteria for the RFP was based on the following:

- 20% Qualifications
- 20% Experience, Competence and Capacity for Performance
- 20% Proposed Method of Doing Work
- 30% Past Performance
- 10% Price

Proposals were received from six (6) respondents. Fees ranged from \$13,000 to \$95,000. Regions Insurance was unanimously selected by the committee with Eason Company selected in second place.

Regions has been an excellent company to work with. They have kept our rates down and obtained a rate decrease in 2010 even with the \$300,000 plus hangar fire and losses from the ice storm in 2009.

Regions worked hand in hand with Accounting and Purchasing Divisions to handle the losses from the ice storm. They played a big role in assisting the City to put together the information required by FEMA to get reimbursed for the losses not covered by the City's insurance.

Regions Insurance has attorneys on staff to assist the City with any claims issues that may come up. Last year they assisted the City in obtaining coverage for a claim that had been denied coverage by the underwriter. They performed this service at no additional charge to the City.

Regions Insurance is rated 20th US Insurance Broker in the United States with \$1 Billion USD in premiums in 2009. This gives them more negotiating power for the City when negotiating the City's insurance rates. Their office is located on Joyce Blvd with 30 or more employees.