

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Final Agenda City of Fayetteville Arkansas City Council Meeting February 21, 2012

A meeting of the Fayetteville City Council will be held on February 21, 2012 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 February 7, 2012 City Council meeting minutes. **APPROVED**
2. **McClelland Consulting Engineers Amendment #3:** A resolution approving Amendment #3 to the engineering services agreement with McClelland Consulting Engineers in the amount of \$68,515.00 for construction phase services for the second phase of the Highway 265 Water and Sewer Relocation Project from Joyce Avenue to Albright Road, maintaining a project contingency of \$20,000.00 and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 33-12

113 West Mountain Fayetteville, AR 72701 (479) 575-8323 accessfayetteville.org
Telecommunications Device for the Deaf TDD/TTY (479) 521-1316

3. **Insituform Technologies, Inc.:** A resolution approving a contract extension with Insituform Technologies, Inc. and approving an authorization of \$330,000.00 for scheduled lining services for cured-in-place sanitary sewer linings throughout the system and \$185,595.00 for sewer rehabilitation in the vicinity of the Elkins outfall gravity sewer project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 34-12

4. **Bid #12-17 MHC Kenworth of Springdale:** A resolution awarding Bid #12-17 and authorizing the purchase of one (1) tandem axle diesel spreader from MHC Kenworth of Springdale in the amount of \$156,444.08 for use in the biosolids management wastewater project, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 35-12

5. **Evans Construction and Remodeling:** A resolution approving a contract in the amount of \$20,000.00 with Evans Construction and Remodeling for a Community Development Block Grant (CDBG) rehabilitation at 800 E. Pittman.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 36-12

6. **Ranger's Pantry Donation Revenue:** A resolution approving a budget adjustment in the amount of \$4,928.00 representing donation revenue to the Ranger's Pantry Pet Food Bank through the Howliday Donation Drive, matching funds from an anonymous donor, donation revenue to the Senior Giving Tree Event, and expressing gratitude for the donations.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 37-12

7. **Animal Services Donation Revenue:** A resolution to thank the estate of Julia Hicks for a \$25,000.00 donation to the Fayetteville Animal Shelter, to thank the other generous citizens for their additional donations of \$23,220.00 to the Fayetteville Animal Shelter in the fourth quarter of 2011 and to approve a budget adjustment in the amount of \$48,220.00 to recognize this revenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 38-12

8. **Watershed Conservation Resource Center (WCRC) Amendment No. 1:** A resolution approving Amendment No. 1 to a memorandum of understanding with the Watershed Conservation Resource Center (WCRC) in an amount not to exceed \$25,201.00 to repair portions of the Niokaska Creek Riparian Corridor through Sweetbriar Park and surrounding properties damaged in April 2011 floods, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 39-12

9. **Repeal Resolution No. 117-00:** A resolution to repeal Resolution No. 117-00 and to authorize the Administration to forgo requiring customers using a credit or debit card to pay a "convenience fee" for such usage.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 40-12

B. Unfinished Business:

1. **Amend §176.03 Exemptions:** An ordinance to amend §176.03 Exemptions of the Outdoor Lighting chapter of the UDC to allow the lights to remain on a tree on the Square and to allow accent lighting on restaurant and bar patios. ***This ordinance was left on the Second Reading at the February 7, 2012 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5483

2. **Amend Chapter 151 Definition of “Family”:** An ordinance to amend the definition of “Family” found in Chapter 151 Definitions of the Unified Development Code to allow the City Council to authorize up to five (5) unrelated persons in some units of a Planned Zoning District. ***This ordinance was left on the First Reading at the February 7, 2012 City Council meeting.***

THIS ITEM WAS LEFT ON THE SECOND READING.

C. New Business:

1. **Honorary Jack Luper Boulevard:** A resolution designating Joyce Boulevard from College Avenue to Crossover Road as the honorary Jack Luper Boulevard.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 41-12

2. **Garver, LLC:** A resolution approving a contract with Garver, LLC in an amount not to exceed \$235,900.00 for preliminary site evaluation, design and construction administration of a Downtown/Entertainment District Parking Deck, approving a \$20,000.00 project contingency, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 42-12

3. **Amend Ordinance No. 5294:** An ordinance amending Ordinance No. 5294 waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest Safety, Inc. for unit prices indicated to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department through November 14, 2014.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5484

4. **Arkansas & Missouri Railroad Reimbursement:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Arkansas & Missouri Railroad for reimbursement of \$297,258.54 for replacement of crossing panels and installation of railroad signal equipment affected by the reconstruction and widening of Cato Springs Road from Razorback Road to S. School Avenue, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5485

City Council Tour:

Announcements:

Adjournment: 7:35 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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- (b) Consent Agenda.** Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.
- (c) Old business and new business.**
 - (i) Presentations by staff and applicants.** Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.
 - (ii) Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.
- (d) Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

City Council Meeting:

February 21, 2012

Adjourn: 7:35 p.m

Subject:	Roll				
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan	✓			

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Tennant				
	Ferrell				
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Mayor Jordan				

Subject:	Consent				
Motion To:		Boudreaux			
Motion By:		Gray			
Seconded:					
<i>passed minutes approved</i> 33-12 thru 40-12	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Tennant				
	Ferrell				
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Kinion				
	Petty				
	Mayor Jordan				

Subject:	Amend §176.03 Exemptions				
Motion To:		3rd Read	Amend to remove lights on tree	Pass	
Motion By:		Gray	Boudreaux		
Seconded:		Lewis	Sargh		
B. 1 Unfinished Business 5483	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	Amend Chapter 151 Definition of "Family"				
Motion To:		2nd Read			
Motion By:		Ferrell			
Seconded:		Tennant			
B. 2 Unfinished Business left on Second Reading	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

Subject:	Honorary Jack Luper Boulevard				
Motion To:		Pass			
Motion By:		Jernell			
Seconded:		Adams			
C. 1 New Business <i>Passed</i> 41-12	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

Subject:	Garver, LLC				
Motion To:		Pass			
Motion By:		Petty			
Seconded:		Boudreaux			
C. 2 New Business <i>Passed</i> 42-12	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

Subject:		Amend Ordinance No. 5294			
Motion To:		2 nd Read	3 rd Read	Pass	
Motion By:		Boudreaux	Gray		
Seconded:		Petty	Kinion		
C. 3 New Business passed 5484	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		Arkansas & Missouri Railroad Reimbursement			
Motion To:		2 nd Read	3 rd Read	Pass	
Motion By:		Boudreaux	Lewis		
Seconded:		Gray	Adams		
C. 4 New Business passed 5485	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: February 22, 2012

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of February 21, 2012

1. **McClelland Consulting Engineers Amendment #3:** A resolution approving Amendment #3 to the Engineering Services Agreement with McClelland Consulting Engineers in the amount of \$68,515.00 for construction phase services for the second phase of the Highway 265 Water and Sewer Relocation Project from Joyce Avenue to Albright Road, maintaining a project contingency of \$20,000.00 and approving a budget adjustment.
2. **Insituform Technologies, Inc.:** A resolution approving a contract extension with Insituform Technologies, Inc. and approving an authorization of \$330,000.00 for scheduled lining services for cured-in-place sanitary sewer linings throughout the system and \$185,595.00 for sewer rehabilitation in the vicinity of the Elkins Outfall Gravity Sewer Project.
3. **Bid #12-17 Kenworth of Springdale:** A resolution awarding Bid #12-17 and authorizing the purchase of one tandem axle diesel spreader from MHC Kenworth of Springdale in the amount of \$156,444.08 for use in the Biosolids Management Wastewater Project, and approving a budget adjustment.
4. **Evans Construction and Remodeling:** A resolution approving a contract in the amount of \$20,000.00 with Evans Construction and Remodeling for a CDBG rehabilitation at 800 E. Pittman.
5. **Ranger's Pantry Donation Revenue:** A resolution approving a budget adjustment in the amount of \$4,928.00 representing donations revenue to the Ranger's Pantry Pet Food Bank through the Howliday Donation Drive, matching funds from an anonymous donor, donation revenue to the Senior Giving Tree Event, and expressing gratitude for the donations.

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7. **Watershed Conservation Resource Center Amendment No. 1:** A resolution approving Amendment No. 1 to a Memorandum of Understanding with the Watershed Conservation Resource Center in an amount not to exceed \$25,201.00 to repair portions of the Niokaska Creek Riparian Corridor through Sweetbriar Park and surrounding properties damaged in April 2011 floods, and approving a budget adjustment.
8. **Repeal Resolution No. 117-00:** A resolution to repeal Resolution No. 117-00 and to authorize the administration to forgo requiring customers using a credit or debit card to pay a "convenience fee" for such usage.
9. **Amend §176.03 Exemptions:** An ordinance to amend §176.03 **Exemptions** of the Outdoor Lighting Chapter of the U.D.C. to allow accent lighting on restaurant and bar patios.
10. **Honorary Jack Luper Boulevard:** A resolution designating Joyce Boulevard from College Avenue to Crossover Road as the Honorary Jack Luper Boulevard.
11. **Garver, LLC:** A resolution approving a contract with Garver, LLC in an amount not to exceed \$235,900.00 for preliminary site evaluation, design, and construction administration of a Downtown/Entertainment District Parking Deck, approving a \$20,000.00 project contingency and approving a budget adjustment.
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Handed out at
Agenda Session
2/14/12

City of Fayetteville Staff Review Form

A. 8
Watershed Conservation Resource
Center (WCRC) Amendment No. 1
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

2/21/2012

City Council Meeting Date
Agenda Items Only

Carole Jones
Submitted By

Park Planning

Division

Parks and Recreation

Department

Action Required:

Parks and Engineering staff request approval of Amendment No. 1 pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5268 with the Watershed Conservation Resource Center in an amount NTE \$25,201 with a 7.7% project contingency of \$1,941 for a total project cost of \$27,142 and approval of a budget adjustment to repair portions of Niokaska Creek riparian corridor through Sweetbriar Park and surrounding properties that were damaged during the flooding in April 2011 (see attached memo).

\$	15,041.00
\$	5,180.00
\$	4,980.00

Cost of this request

\$	216,202.00
\$	15,896.00
\$	439,317.00

Category / Project Budget

Niokaska Creek Stream Restoration Demonstration
Niokaska Creek Stream Restoration Demonstration
Stormwater Quality Management/Nutrient Reduction

Program Category / Project Name

4470.9470.5806.00
2250.9256.5314.00
4470.9470.5817.00

Account Number

\$	195,058.90
\$	2,605.50
\$	289,316.97

Funds Used to Date

Sales Tax Capital Improvements
Park Land Dedication Funds (NE)
Sales Tax Capital Improvements

Program / Project Category Name

09025.0901
09025.0901
02097.1

Project Numbers

\$	21,143.10
\$	13,290.50
\$	150,000.03

Remaining Balance

Sales Tax/Grant
Park Land Dedication Funds (NE)
Sales Tax

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

Alison Jumper
Department Director
(in Carole's absence)

2/10/12
Date

Previous Ordinance or Resolution # 5268

Original Contract Date: _____

Chris Skiff
City Attorney

2-10-12
Date

Original Contract Number: _____

Paul A. Becker
Finance and Internal Services Director

2-10-2012
Date

Received in City Clerk's Office
02-10-12 P03:50 RCVD

Don Man
Chief of Staff

2-10-12
Date

Received in Mayor's Office
ENTERED 2/10/12

Frederick Jordan
Mayor

2/17/12
Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Jeremy Pate, Development Services Director X
Alison Jumper, Park Planning Superintendent M

From: Carole Jones, Park Planner II CJ

Date: February 3, 2012

Subject: Repair portions of Niokaska Creek riparian corridor through Sweetbriar Park and surrounding properties that were damaged during the flooding in April 2011
Agenda Request for February 21, 2012 Meeting

PROPOSAL:

Sweetbriar Park contains 4.05 acres and is located at 2645 E. Sweetbriar Drive. The park is situated in the northeast quadrant of town east of Old Missouri Road and south of Joyce Boulevard. Niokaska Creek, a tributary to Mud Creek, flows through Sweetbriar Park. The creek is located within the Illinois River Watershed.

On September 1, 2009, the City Council passed Ordinance Number 5268 approving a Memorandum of Understanding (MOU) with the Watershed Conservation Resource Center to restore an approximately 1,600-foot section of Niokaska Creek that was incised and had several banks eroding into the park land and surrounding residential yards (see attached ordinance).

Construction of the original project was completed in March 2011. WCRC designed the original project and performed the construction observation working closely with the contractors. Severe flooding occurred in Washington County in April 2011, only one month following construction. Although the project successfully protected City park land and surrounding properties, damage to the project occurred in several locations and the damage should be addressed to maintain the integrity of the project.

Staff is requesting approval of Amendment No. 1 pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5268 with the Watershed Conservation Resource Center. This amendment includes repairing a portion of a previously constructed streambank restoration project along a section of Niokaska Creek in Sweetbriar Park and surrounding properties. Repairs to rock structures and adjacent constructed floodplains will be made. Native plant species will be replanted in the affected areas to create a healthy riparian corridor along the stream corridor. The scope of the amendment generally includes the design of the repairs, implementation and project administration including financial tracking and reporting, procurement of

contractors and materials, and coordination among project partners and contractors. All procurement measures must follow procedures approved by the City of Fayetteville.

A portion of the project which is located along the park property is eligible for funding from FEMA. The remainder of the repairs are not eligible for funding from FEMA because the structures are located within the channel of the stream or are located on private property.

RECOMMENDATION:

Parks and Engineering staff request approval of Amendment No. 1 pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5268 with the Watershed Conservation Resource Center in an amount NTE \$25,201 with a 7.7% project contingency of \$1,941 for a total project cost of \$27,142 and approval of a budget adjustment to repair portions of Niokaska Creek riparian corridor through Sweetbriar Park and surrounding properties that were damaged during the flooding in April 2011.

BUDGET IMPACT:

The cost of \$25,201 is accounted for in project numbers 09025.0901 - Niokaska Creek Stream Restoration Demonstration (\$20,221) and 02097.1 - Stormwater Quality Management/Nutrient Reduction (\$4,980).

Attachments:

Staff Review Form
Ordinance No. 5268
Amendment No. 1
Purchase Requisition
Budget Adjustment

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**City of Fayetteville Arkansas
City Council Meeting Minutes
February 21, 2012**

A meeting of the Fayetteville City Council was held on February 21, 2012 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, Boudreaux, Kinion, Petty, Tennant, Ferrell, Adams, Lewis, Mayor Jordan, City Attorney Kit Williams, Deputy City Clerk Lisa Branson, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan asked the news reporting class from the University of Arkansas to stand and be recognized.

He also recognized Billy Ammons and Boy Scout Troop #430.

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

Consent:

Approval of the February 7, 2012 City Council meeting minutes.

Approved

McClelland Consulting Engineers Amendment #3: A resolution approving Amendment #3 to the engineering services agreement with McClelland Consulting Engineers in the amount of \$68,515.00 for construction phase services for the second phase of the Highway 265 Water and Sewer Relocation Project from Joyce Avenue to Albright Road, maintaining a project contingency of \$20,000.00 and approving a budget adjustment.

Resolution 33-12 as recorded in the office of the City Clerk.

Insituform Technologies, Inc.: A resolution approving a contract extension with Insituform Technologies, Inc. and approving an authorization of \$330,000.00 for scheduled lining services for cured-in-place sanitary sewer linings throughout the system and \$185,595.00 for sewer rehabilitation in the vicinity of the Elkins outfall gravity sewer project.

Resolution 34-12 as recorded in the office of the City Clerk.

Bid #12-17 MHC Kenworth of Springdale: A resolution awarding Bid #12-17 and authorizing the purchase of one (1) tandem axle diesel spreader from MHC Kenworth of Springdale in the amount of \$156,444.08 for use in the biosolids management wastewater project, and approving a budget adjustment.

Resolution 35-12 as recorded in the office of the City Clerk.

Evans Construction and Remodeling: A resolution approving a contract in the amount of \$20,000.00 with Evans Construction and Remodeling for a Community Development Block Grant (CDBG) rehabilitation at 800 E. Pittman.

Resolution 36-12 as recorded in the office of the City Clerk.

Ranger's Pantry Donation Revenue: A resolution approving a budget adjustment in the amount of \$4,928.00 representing donation revenue to the Ranger's Pantry Pet Food Bank through the Howliday Donation Drive, matching funds from an anonymous donor, donation revenue to the Senior Giving Tree Event, and expressing gratitude for the donations.

Resolution 37-12 as recorded in the office of the City Clerk.

Animal Services Donation Revenue: A resolution to thank the estate of Julia Hicks for a \$25,000.00 donation to the Fayetteville Animal Shelter, to thank the other generous citizens for their additional donations of \$23,220.00 to the Fayetteville Animal Shelter in the fourth quarter of 2011 and to approve a budget adjustment in the amount of \$48,220.00 to recognize this revenue.

Resolution 38-12 as recorded in the office of the City Clerk.

Watershed Conservation Resource Center (WCRC) Amendment No. 1: A resolution approving Amendment No. 1 to a memorandum of understanding with the Watershed Conservation Resource Center (WCRC) in an amount not to exceed \$25,201.00 to repair

portions of the Niokaska Creek Riparian Corridor through Sweetbriar Park and surrounding properties damaged in April 2011 floods, and approving a budget adjustment.

Resolution 39-12 as recorded in the office of the City Clerk.

Repeal Resolution No. 117-00: A resolution to repeal Resolution No. 117-00 and to authorize the Administration to forgo requiring customers using a credit or debit card to pay a “convenience fee” for such usage.

Resolution 40-12 as recorded in the office of the City Clerk.

Alderman Boudreaux moved to accept the Consent Agenda as read. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business:

Amend §176.03 Exemptions: An ordinance to amend §176.03 Exemptions of the Outdoor Lighting chapter of the UDC to allow the lights to remain on a tree on the Square and to allow accent lighting on restaurant and bar patios. ***This ordinance was left on the Second Reading at the February 7, 2012 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Alderman Boudreaux moved to amend the ordinance to not allow the lights to remain on a tree on the square. Alderman Lewis seconded the motion.

Alderman Petty stated I will vote for this but what turned me off of this was that the request allowed it to be done year round. I like the amendment because leaving Christmas lights up year round is a little tacky.

Upon roll call the motion passed unanimously.

City Attorney Kit Williams explained the ordinance with the amendment.

Alderman Lewis thanked the Ward 4 members for their communication.

Alderman Ferrell: I think this helps us remain holding our light as a sustainable community also.

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

Ordinance 5483 as Recorded in the office of the City Clerk

Amend Chapter 151 Definition of “Family”: An ordinance to amend the definition of “Family” found in Chapter 151 Definitions of the Unified Development Code to allow the City Council to authorize up to five (5) unrelated persons in some units of a Planned Zoning District. ***This ordinance was left on the First Reading at the February 7, 2012 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

A discussion followed on whether or not to proceed with the third reading.

Don Conner, Vice President of the Fayetteville Council of Neighborhoods stated I am worried that this will set a precedence and create problems. He went on to speak against the ordinance.

Alderman Ferrell: Don, do you realistically see this happening anywhere except clusters that will cater to certain renters?

Don Conner: I don’t know but the problem will be that if it is allowed to start they would have a good argument to say you are letting them do it somewhere else in the city.

Alderman Ferrell: So your fear is that if it starts as a PZD....

Don Conner: It will just blossom to the whole City.

Alderman Ferrell: You mean if the legislation will change where it would not have to be a PZD?

Don Conner: Yes.

Alderman Ferrell: I don’t see that happening.

Mary Lowe, resident of the Wilson Park neighborhood spoke on those less fortunate who are forced to stay with friends and she pointed out that in this instance they would be in violation of the ordinance. She went on to speak in favor of the ordinance.

Robert Albertson, a resident spoke on his property value and expressed his concerns with infill. He went on to speak against the ordinance.

Alderman Adams clarified that the change being proposed does not affect or change the zoning around you. This is for future development and requests.

Robert Albertson: Yes, I understand what you are saying.

Alderman Adams: Do you think there is a chance that if in the future as we plan, our city and the University grows, that by planning a zoned district where 3-5 bedrooms can be built for students is there a chance that would have a positive impact on your neighborhood?

Robert Albertson: Not a chance. I am in favor of you designating certain areas in your planning to put these facilities.

Lacey Anderson, Liaison for the University of Arkansas Off Campus Students stated this new rule would only affect development and not houses that are already there and it will not have that large of an impact. She went on to speak in favor of the ordinance.

Michael Dodd, President of Associated Student Government at the University of Arkansas stated that by expanding the amount of housing that we have for students will lead to a lower cost of tuition and lower the overall costs at the University. He went on to speak in favor of the ordinance.

Will Simpson, Director of Legislative Affairs for the Associated Student Government at the University of Arkansas asked the Council to cater to the needs of the people who just want the opportunity to pursue the environment best suited for them. He went on to speak in favor of the ordinance.

Bob Estes, resident of 668 N. Mulligan Drive stated this gives the ability to have a say so about what happens and he asked the Council to vote in favor of the ordinance.

Alderman Lewis: So with this written the way it is there were concerns about setting a precedent and I am curious about that as well.

City Attorney Kit Williams: I don't think it sets a legal precedent but it does give every City Council the right to look at a request for a planned zoning district that would include a 5 unrelated person unit within it. It might never be approved or you might approve them all over town. It is up to the City Council and it's discretion to decide when it would be appropriate and when it would not be. He went on to explain why the ordinance was written the way it was.

Alderman Ferrell stated they are not building anymore student housing in Fayetteville and the population and students are going to grow. He pointed out this has to come before us and we are not going to let anything that is going to be out of place occur. He stated please think about the best possible scenario for this before the next meeting.

Alderman Petty stated bad neighbors are bad neighbors whether they are students or not. I can't imagine that we would tell somebody who came forward with an apartment size building with a slightly different room configuration that they were not allowed to ask us for a different room configuration. All we are saying is you are allowed to come and ask us.

Alderman Kinion stated I received a lot of concerns from people in my ward. Most of the concerns we have heard this evening are irrelevant to what this change in our code is managing. We are looking at the future planning and development of our city.

Don Marr, Chief of Staff clarified the dates of the future town hall meetings and pointed out that they would be after the next City Council Meeting.

Alderman Kinion: I will request that we table it until after then.

Don Marr also spoke on future projects being brought forward by developers. I wanted you to have this information as you make your decisions about timing.

Alderman Adams: I do not understand why an alderman would say that this removes a line of the definition of family. I don't believe we are removing anything. The point of this is to add a line and what we are trying to do is to add the opportunity for citizens to ask the City Council for a waive or exception. She went on to address other misconceptions about the ordinance.

Alderman Ferrell asked Jeremy to provide a timeline at the next meeting.

A discussion followed on leaving this on the second reading.

This item was left on the second reading.

New Business:

Honorary Jack Luper Boulevard: A resolution designating Joyce Boulevard from College Avenue to Crossover Road as the honorary Jack Luper Boulevard.

Mayor Jordan read the resolution and went on to speak very highly of the late Jack Luper.

Terry Gulley, Transportation Services Director stated we appreciate you stepping forward and coming up with this to honor Jack. He also stated that Jack's co-workers really appreciate all the efforts in getting this brought forward.

Roxy Luper, wife of the late Jack Luper stated I am very honored and I want to thank you for this dedication and for everything that you have done for us.

Alderman Ferrell moved to approve the resolution. Alderman Adams seconded the motion. Upon roll call the motion passed unanimously.

Resolution 41-12 as recorded in the office of the City Clerk.

Garver, LLC: A resolution approving a contract with Garver, LLC in an amount not to exceed \$235,900.00 for preliminary site evaluation, design and construction administration of a

Downtown/Entertainment District Parking Deck, approving a \$20,000.00 project contingency, and approving a budget adjustment.

David Jurgens, Utilities Director gave a brief description of the resolution.

Alderman Ferrell: I am all for this but it states that the rest will be done with bond proceeds. Will we be able to recapture that from the parking fund for the bond?

David Jurgens: That was approved when the original bond ordinance was passed so yes that can be recaptured from the bonds.

Paul Becker, Finance Director stated we will make that determination when we get a cost estimate.

Alderman Lewis: This came to the Water and Sewer Committee, we were supportive but we could not vote on it because we had a couple members missing. Can you mention the grant?

David Jurgens: Actually that is a different project.

Alderman Petty: We did authorize that up front cost to be reimbursable which is prudent. I was on the Selection Committee that chose Garver and we were all happy with the decision. From here forward what we really need to be concerned about is not the parking garage itself but the whole area around it. This is a decision about the whole district.

Alderman Lewis: Where does groundwater come in as far as the geology in that area and when do we talk about that in this project?

David Jurgens stated this contract has much more extensive geotech evaluation in the preliminary design than is normal for any kind of project even in this area. He went on to explain how groundwater was a part of this design.

Alderman Petty: One of the reasons we settled on Garver is because they gave us one of the most thorough answers about how they would do it.

Mayor Jordan stated every month we will get you some type of report in the Agenda Session and you can ask all the questions you want to ask.

Alderman Adams: Is the dispute resolution part of this contract a very typical way to resolve any dispute of the contract?

David Jurgens: This is actually the same language that we have used in all of the recent engineering contracts that I have been involved with.

City Attorney Kit Williams: How this differs from a lot of contracts that are offered by engineering companies prior to me becoming City Attorney, they included mandatory arbitration and mediation. In the end before we have to go into arbitration we have a right to file suit. I

insisted that arbitration clauses always be removed because I felt that it tied the City's hands. This dispute resolution passes my test.

Alderman Petty: I would ask that we pass this tonight so that we can get started as soon as possible.

Alderman Petty moved to approve the resolution. Alderman Boudreaux seconded the motion. Upon roll call the motion passed unanimously.

Resolution 42-12 as recorded in the office of the City Clerk.

Amend Ordinance No. 5294: An ordinance amending Ordinance No. 5294 waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest Safety, Inc. for unit prices indicated to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department through November 14, 2014.

City Attorney Kit Williams read the ordinance.

Fire Chief David Dayringer gave a brief description of the ordinance.

Alderman Petty: What is the length of the contract?

Fire Chief David Dayringer: It started in 2009 and it's over in November of 2014.

Alderman Petty: I support what you are trying to do but I would be a little bit more comfortable if in 2014 we went out for bid again.

Fire Chief David Dayringer: That is the plan.

Alderman Lewis: I think it is great news if this reduces injury. I am very supportive of it.

Alderman Boudreaux 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 Gray moved to suspend the rules and go to the third and final reading. Alderman Kinion 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 5484 as Recorded in the office of the City

Arkansas & Missouri Railroad Reimbursement: An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Arkansas & Missouri Railroad for reimbursement of \$297,258.54 for replacement of crossing panels and installation of railroad signal equipment affected by the reconstruction and widening of Cato Springs Road from Razorback Road to S. School Avenue, and approving a budget adjustment.

City Attorney Kit Williams read the ordinance.

Chris Brown, City Engineer gave a brief description of the ordinance.

Mayor Jordan: This certainly needs to be improved.

Alderman Boudreaux: I think it is great that they are doing it that way and I would like to see more of those occur in the City. I support it.

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

City Attorney Kit Williams read the ordinance.

Alderman Lewis: Have they already purchased materials or how does that work?

Chris Brown: This is the estimate that they provide. It has not been purchased as far as I know. This is just based on the estimate and quote from the signal contractor and the estimate they put together. This is a lump sum amount that will not change.

Alderman Lewis moved to suspend the rules and go to the third and final reading. Alderman Adams 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 5485 as Recorded in the office of the City

City Council Tour:

Announcements:

Adjournment: 7:35 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

UNOFFICIAL

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda City of Fayetteville Arkansas City Council Meeting February 21, 2012

A meeting of the Fayetteville City Council will be held on February 21, 2012 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 February 7, 2012 City Council meeting minutes.
2. **McClelland Consulting Engineers Amendment #3:** A resolution approving Amendment #3 to the engineering services agreement with McClelland Consulting Engineers in the amount of \$68,515.00 for construction phase services for the second phase of the Highway 265 Water and Sewer Relocation Project from Joyce Avenue to Albright Road, maintaining a project contingency of \$20,000.00 and approving a budget adjustment.

3. **Insituform Technologies, Inc.:** A resolution approving a contract extension with Insituform Technologies, Inc. and approving an authorization of \$330,000.00 for scheduled lining services for cured-in-place sanitary sewer linings throughout the system and \$185,595.00 for sewer rehabilitation in the vicinity of the Elkins outfall gravity sewer project.
4. **Bid #12-17 MHC Kenworth of Springdale:** A resolution awarding Bid #12-17 and authorizing the purchase of one (1) tandem axle diesel spreader from MHC Kenworth of Springdale in the amount of \$156,444.08 for use in the biosolids management wastewater project, and approving a budget adjustment.
5. **Evans Construction and Remodeling:** A resolution approving a contract in the amount of \$20,000.00 with Evans Construction and Remodeling for a Community Development Block Grant (CDBG) rehabilitation at 800 E. Pittman.
6. **Ranger's Pantry Donation Revenue:** A resolution approving a budget adjustment in the amount of \$4,928.00 representing donation revenue to the Ranger's Pantry Pet Food Bank through the Howliday Donation Drive, matching funds from an anonymous donor, donation revenue to the Senior Giving Tree Event, and expressing gratitude for the donations.
7. **Animal Services Donation Revenue:** A resolution to thank the estate of Julia Hicks for a \$25,000.00 donation to the Fayetteville Animal Shelter, to thank the other generous citizens for their additional donations of \$23,220.00 to the Fayetteville Animal Shelter in the fourth quarter of 2011 and to approve a budget adjustment in the amount of \$48,220.00 to recognize this revenue.
8. **Watershed Conservation Resource Center (WCRC) Amendment No. 1:** A resolution approving Amendment No. 1 to a memorandum of understanding with the Watershed Conservation Resource Center (WCRC) in an amount not to exceed \$25,201.00 to repair portions of the Niokaska Creek Riparian Corridor through Sweetbriar Park and surrounding properties damaged in April 2011 floods, and approving a budget adjustment.
9. **Repeal Resolution No. 117-00:** A resolution to repeal Resolution No. 117-00 and to authorize the Administration to forgo requiring customers using a credit or debit card to pay a "convenience fee" for such usage.

B. Unfinished Business:

1. **Amend §176.03 Exemptions:** An ordinance to amend §176.03 Exemptions of the Outdoor Lighting chapter of the UDC to allow the lights to remain on a tree on the Square and to allow accent lighting on restaurant and bar patios. ***This ordinance was left on the Second Reading at the February 7, 2012 City Council meeting.***

Left on the Second Reading

2. **Amend Chapter 151 Definition of “Family”:** An ordinance to amend the definition of “Family” found in Chapter 151 Definitions of the Unified Development Code to allow the City Council to authorize up to five (5) unrelated persons in some units of a Planned Zoning District. *This ordinance was left on the First Reading at the February 7, 2012 City Council meeting.*

Left on the First Reading

C. New Business:

1. **Honorary Jack Luper Boulevard:** A resolution designating Joyce Boulevard from College Avenue to Crossover Road as the honorary Jack Luper Boulevard.
2. **Garver, LLC:** A resolution approving a contract with Garver, LLC in an amount not to exceed \$235,900.00 for preliminary site evaluation, design and construction administration of a Downtown/Entertainment District Parking Deck, approving a \$20,000.00 project contingency, and approving a budget adjustment.
3. **Amend Ordinance No. 5294:** An ordinance amending Ordinance No. 5294 waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest Safety, Inc. for unit prices indicated to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department through November 14, 2014.
4. **Arkansas & Missouri Railroad Reimbursement:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Arkansas & Missouri Railroad for reimbursement of \$297,258.54 for replacement of crossing panels and installation of railroad signal equipment affected by the reconstruction and widening of Cato Springs Road from Razorback Road to S. School Avenue, and approving a budget adjustment.

D. City Council Agenda Session Presentations:

1. Quarterly Economic Development Contract Performance Update - by Chung Tan and Steve Clark, Fayetteville Chamber of Commerce

City Council Tour:

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the **Rules of Order and Procedure of the Fayetteville City Council** pertaining to City Council meetings:

- (a) **Agenda additions.** A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.
- (b) **Consent Agenda.** Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.
- (c) **Old business and new business.**
 - (i) **Presentations by staff and applicants.** Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.
 - (ii) **Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.
- (d) **Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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.

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

City Council Agenda Items
and
Contracts, Leases or Agreements

2/21/2012

City Council Meeting Date
Agenda Items Only

Shannon Jones

Utilities Capital Projects

Utilities

Submitted By

Division

Department

Action Required:

Approval of Amendment #3 to the engineering services agreement with McClelland in the amount of \$68,515.00 for construction phase services for the second phase of the Hwy. 265 W&S relocation project, Joyce to Albright, maintain a contingency of \$20,000.00, and approve a budget adjustment. Expected is AHTD funding of approximately \$49,110.00 (federal grant) and City funding of \$27,405.00.

\$	(41,110.00)
\$	41,110.00
\$	27,405.00

Cost of this request

\$	107,472.30
\$	1,723,660.00

Category / Project Budget

AHTD Federal Grant 66%
W/S Relocations for Street Bond Projs.

Program Category / Project Name

5400.0940.4309.00
5400.5600.5314.00
5400.5640.5314.00

Account Number

\$	(41,110.00)
\$	107,472.30
\$	27,405.00

Funds Used to Date

AHTD Federal Grant 66%
W/S Relocations for Street Bond Projs.

Program / Project Category Name

08072.1102
08072.1102
09018.0902

Project Numbers

\$	-
\$	1,696,255.00

Remaining Balance

W/S
W/S bonds

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☒

Department Director

31 JAN 12
Date

Previous Ordinance or Resolution # 64-11, 234-08

Original Contract Date: 12/16/2008

Original Contract Number: 2064

City Attorney

1-31-12
Date

Finance and Internal Services Director

2-1-2012
Date01-31-12 P02:56 RCVD
Received in City
Clerk's Office

Chief of Staff

2-1-12
DateReceived in
Mayor's Office

Mayor

2/1/12
DateENTERED
1/3/12
#11

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
David Jurgens, Utilities Director

From: Shannon Jones, Utilities Engineer
Fayetteville Water and Sewer Committee

Date: January 31, 2012

Subject: Amendment No. 3 to the McClelland Consulting Engineers agreement for \$68,515 for construction phase services of the Hwy. 265 Water and Sewer Relocation project.

RECOMMENDATION

Staff recommends approval of Amendment No. 3 to the McClelland Consulting Engineers agreement for \$68,515 for construction phase services for the second phase of the Hwy. 265 Water and Sewer Relocation project from Joyce to Albright, maintain a \$20,000 contingency, and approve a budget adjustment.

BACKGROUND

The original design contract was awarded to McClelland Consulting Engineers in December, 2008 to design relocated water and sewer lines as a result of the combined Arkansas Highway Department (AHTD) and City widening of Phase I of Crossover Road (Hwy 265) between Mission and Joyce, upsizing the existing pipes and connecting a 36" transmission line. Work includes installing a 36" and 24" transmission main along Crossover from Joyce to connect to the existing 24" main on Crossover at Mission and to connect to the existing 36" main on Old Wire Road. This work will complete the eastern portion of the loop that was initially constructed when the southern section of Crossover Road between Mission and Huntsville was widened by the AHTD. Construction phase services were added by amendment.

Design work for relocating and/or upgrading water and sewer lines for Phase II of the widening of Hwy 265 from Joyce to Albright was authorized and awarded to McClelland Consulting Engineers in April, 2011. The design for relocating water and sewer lines on both sides of the highway is complete.

DISCUSSION

This amendment covers the construction phase engineering services for the Highway 265 water/sewer relocations from Joyce to Albright. The work includes one full time construction observer, attending preconstruction conferences, reviewing contractor schedules and submittals, monthly progress meetings, weekly stormwater compliance monitoring, reports to the City and the AHTD, partial pay requests, regular site visits, change order processing, final inspection, final pay request review, developing as-builts, and related activities. Construction is anticipated to begin this summer and be completed by March 2013.

BUDGET IMPACT

This project is partially reimbursable by AHTD. The City's portion will be funded from Water and Sewer revenue bonds; the remainder will be paid by the AHTD. The cost share split is approximately 1/3 City of Fayetteville and 2/3 AHTD.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT #3 TO THE ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS IN THE AMOUNT OF \$68,515.00 FOR CONSTRUCTION PHASE SERVICES FOR THE SECOND PHASE OF THE HIGHWAY 265 WATER AND SEWER RELOCATION PROJECT FROM JOYCE AVENUE TO ALBRIGHT ROAD, MAINTAINING A PROJECT CONTINGENCY OF \$20,000.00, 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 approves Amendment #3 to the engineering services agreement with McClelland Consulting Engineers, a copy of which is attached as Exhibit "A", in the amount of \$68,515.00 for construction phase services for the second phase of the Highway 265 Water and Sewer Relocation Project from Joyce Avenue to Albright Road, and maintains a project contingency of \$20,000.00.

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 "B".

PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AMENDMENT NO. 3
To
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
McCLELLAND CONSULTING ENGINEERS, INC.
FAYETTEVILLE, ARKANSAS
For The
HIGHWAY 265 (CROSSOVER ROAD) WATER & SEWER IMPROVEMENTS

The December 16, 2008 Agreement between the CITY OF FAYETTEVILLE and McCLELLAND CONSULTING ENGINEERS, INC. is hereby amended to provide for engineering services during the construction phase of Phase II of the Crossover Road Water and Sewer Improvement Project from the vicinity of Joyce Boulevard to the vicinity of Albright Road (AHTD Job 040518).

The Scope of Services for the Phase II (AHTD Job 040518, Joyce to Albright) Construction Phase Services shall generally include resident construction observation services, conduct and attend a preconstruction conference, preparation and/or review of monthly progress payments, construction administration assistance, periodic and final inspections, final punch list preparation and follow up, preparation of record drawings, coordinate as appropriate with AHTD, and project closeout.

The total estimated compensation for the previously approved engineering services, including Amendment No. 1 and No. 2, and these additional services will be increased from \$719,627.08 to \$788,141.84 as further defined in Appendix A to this Amendment No. 3.

All other provisions, covenants, recitals, terms and conditions of the Agreement, which are not expressly amended herein, shall remain in full force and effect.

The parties hereby have executed this Amendment No. 3 on this date, the _____ day of _____, 2012.

CITY OF FAYETTEVILLE, ARKANSAS

McClelland Consulting Engineers, Inc.

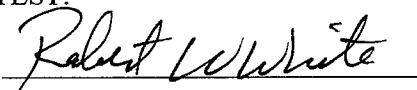
By: _____
Mayor

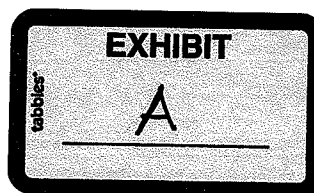
By: 
President

ATTEST:

ATTEST:

By: _____
City Clerk

By: 



APPENDIX A
 TO
 AMENDMENT NO. 3

HIGHWAY 265 WATER & SEWER IMPROVEMENTS
 NOVEMBER 22, 2011

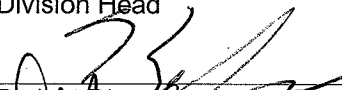
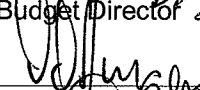
Phase II Project (AHTD Job 040518, Joyce to Albright)
 Construction Phase Services, Fee Proposal

Labor Classification	Hours	Labor Rate	Extended
Construction Observer II	920	\$16.22	\$14,922.40
Construction Observer III	70	\$20.70	\$1,449.00
Project Manager	140	\$46.59	\$6,522.60
Draftsman II	24	\$16.94	\$406.56
Chief Draftsman	16	\$22.25	\$356.00
Clerical	20	\$17.79	\$355.80
		Subtotal	\$24,012.36
		Payroll Expense (96.10%)	\$23,075.88
		Indirect Costs (58.66%)	\$14,085.65
		Subtotal	\$61,173.89
		Profit 12%	\$7,340.87
		Total Construction Phase Services	\$68,514.76

A. 2 V11.0425
McClelland Consulting
Engineers Amendment #3
Page Number

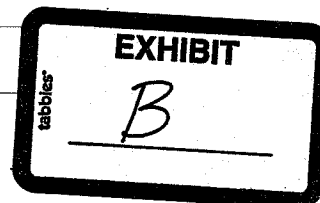
Budget Year	Division: Utilities Director	Request Date	Adjustment Number
2012	Department: Utilities Director	1/30/2012	

Move funds for Amendment # 3 - McClelland - Hwy. 265 W&S construction oversight for Joyce to Albright (North). There are two funding sources, one is a grant from AHTD and one is City bond funds.

Division Head		Date	1-31-12
Budget Director		Date	31 JAN 12
Department Director		Date	2-1-2012
Finance Director	Paul A. Bender	Date	2-1-12
Chief of Staff		Date	2/1/12
Mayor		Date	2/1/12

Prepared By:						
Reference:						
Budget & Research Use Only						
Type:	A	B	C	D	E	P
General Ledger Date						
Posted to General Ledger						
	Initial					Date
Checked / Verified						
	Initial					Date

TOTAL BUDGET ADJUSTMENT		<u>41,110</u>	<u>41,110</u>	
Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Federal Grants-Capital	5400.0940.4309.00		41,110	08072 . 1102
Professional services	5400.5600.5314.00	41,110		08072 . 1102
ADDWater line improvements	5400.5740. 5808 .00	(27,405)		09018 . 0902
Professional services	5400.5640.5314.00	27,405		08072 . 1102

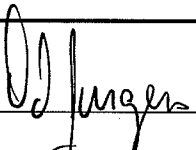


City Of Fayetteville - Purchase Order (PO) Request

(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

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.: P.O Number:		Date: 1/30/2012 Expected Delivery Date: Page 7 of 8	
7460		Vendor Name: McClelland Engineers				Mail Yes: ☐ XX No: ☐			
Address: P.O. Box 1229						Fob Point:		Taxable Yes: ☐ No: ☐	
City: Fayetteville		State: AR		Zip Code: 72702		Ship to code:		Quotes Attached Yes: ☐ No: ☐	
Requester: Shannon Jones						Requester's Employee #: 2689		Extension: 452	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Professional Services (AHTD)	1			\$41,110.00	5400.5600.5314.00	8072.1102		
2	The above line is a grant								
3	Preofessional Services	1			\$27,405.00	5400.5640.5314.00	8072.1102		
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: \$68,515.00 Tax: Total: \$68,515.00			
Approvals:									
Mayor: _____		Department Director: 		Purchasing Manager: _____					
Finance & Internal Services Director: _____		Budget Manager: _____		IT Manager: _____					
Dispatch Manager: _____		Utilities Manager: _____		Other: _____					

City Council Agenda Items
and
Contracts, Leases or Agreements

21-Feb-12

City Council Meeting Date
Agenda Items OnlyShannon Jones
Submitted ByUtilities Capital Projects
DivisionUtilities
Department

Action Required:

Resolution approving a contract extension with Insituform Technologies, Inc., and approving an authorization totaling \$330,000.00, for scheduled lining services for cured-in-place sanitary sewer linings and \$185,595 for sewer rehabilitation in the vicinity of the Elkins Outfall gravity sewer project.

\$	330,000
\$	185,595

Cost of this request

\$	4,267,419.65
\$	2,165,000.00

Category / Project Budget

Sanitary Sewer Rehabilitation
Sewer Replace - Elkins Outfall

Program Category / Project Name

5400.5700.5815.00
5400.5700.5815.00

Account Number

\$	51,168.22
\$	20,000.00

Funds Used to Date

Water and Wastewater
Water and Wastewater

Program / Project Category Name

02017
10010.1

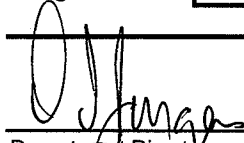
Project Number

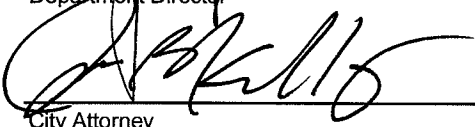
\$	4,216,251.43
\$	2,145,000.00

Remaining Balance

Water/Sewer
Water/Sewer

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

 Department Director

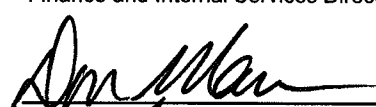
3 Feb 12
 Date
Previous Ordinance or Resolution # 104-08

 City Attorney

2-3-12
 Date
Original Contract Date: 5/20/2008Original Contract Number: 2040

 Finance and Internal Services Director

2-3-2012
 Date

 Received in City 02-03-12 P03:58 RCVD
 Clerk's Office


 Chief of Staff

2-6-12
 Date

 Received in
 Mayor's Office


 Mayor

2/6/12
 Date


Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

From: Shannon Jones, Utilities Engineer *S. Jones*

Date: February 3, 2012

Subject: Resolution approving a contract extension with Insituform Technologies, Inc. for cured-in-place sanitary sewer linings.

RECOMMENDATION

Fayetteville City Administration recommends approving a contract extension with Insituform Technologies, Inc., and approving an authorization totaling \$330,000 for scheduled lining services for cured-in-place sanitary sewer linings and \$185,595 for sewer rehabilitation in the vicinity of the Elkins Outfall gravity sewer project.

BACKGROUND

On April 16, 2008, the City of Fayetteville accepted sealed competitive bids for sanitary sewer main line and service lateral lining services with Insituform Technologies submitting the successful bid proposal (see attached materials). The bid schedule includes specific unit prices for various items of work; with the sanitary sewer rehabilitation program then using the pricing to complete the annual rehabilitation program. The exact needs of each rehabilitation activity cannot be explicitly defined until the final design is completed, hence the unit price bid schedule is used to correlate costs to final project scopes.

DISCUSSION

The direct contracting with Insituform Technologies allows the City of Fayetteville to execute its sanitary sewer rehabilitation program effectively and efficiently. It is effective as the administrative delays and costs are minimized due to the annual contract and pre-established pricing. Pipes being lined under this contract are either identified by City forces through normal maintenance operations or by consultants executing Sanitary Sewer Evaluation Studies. Either way, engineering and administrative costs are held to a bare minimum as formal plans and specifications are not required. This work is an integral part of the City's ongoing program to maintain its sewer system in the most long-term yet cost effective fashion, with cured-in-place linings being by far the lowest cost strategy for applications where it is appropriate. This will be the 5th year of a 5-year renewable contract with Insituform.

BUDGET IMPACT

Funds are available in the 2012 Sanitary Sewer Rehabilitation Project budget and Elkins Outfall sewer line project.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT EXTENSION WITH INSITUFORM TECHNOLOGIES, INC. AND APPROVING AN AUTHORIZATION OF \$330,000.00 FOR SCHEDULED LINING SERVICES FOR CURED-IN-PLACE SANITARY SEWER LININGS THROUGHOUT THE SYSTEM AND \$185,595.00 FOR SEWER REHABILITATION IN THE VICINITY OF THE ELKINS OUTFALL GRAVITY SEWER PROJECT

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 contract extension with Insituform Technologies, Inc. and approves an authorization of \$330,000.00 for scheduled lining services for cured-in-place sanitary sewer linings throughout the system.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract extension with Insituform Technologies, Inc. and approves an authorization of \$185,595.00 for sewer rehabilitation in the vicinity of the Elkins Outfall Gravity Sewer Project.

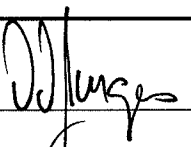
PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville (Not a Purchase Order)						Requisition No.: P.O Number:	Date: 2/3/2012 Expected Delivery Date:		
Vendor #: 1454		Vendor Name: Insituform Technologies, Inc.				Mail Yes:___ No: XX			
Address: PO Box 674060					Fob Point:		Taxable Yes:___ No: XX		
City: Dallas		State: TX		Zip Code: 75267-4060	Ship to code:	Quotes Attached Yes: XX No:_____			
Requester: Shannon Jones					Requester's Employee #: 2689		Extension: 452		
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2012 Sanitary Sewer Main and Service Lateral Cured In Place Lining	1	EA	330,000.00	\$330,000.00	5400.5700.5815.00	02017.0012		
2	CIPP lining, Elkins Outfall gravity sewer area	1	EA	185,595.00	\$185,595.00	5400.5700.5815.00	10010.1		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: \$515,595.00 Tax: \$0.00 Total: \$515,595.00			
Approvals:									
Mayor: _____		Department Director: 				Purchasing Manager: _____			
Finance & Internal Services Director: _____		Budget Manager: _____				IT Manager: _____			
Dispatch Manager: _____		Utilities Manager: _____				Other: _____			

4.0 BIDDER'S PROPOSAL

4.1 ITEMIZED DESCRIPTION OF BID PRICING

TO: City of Fayetteville
Fayetteville, Arkansas

GENTLEMEN:

The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices to wit.

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>THIRTY SIX DOLLARS AND FIFTY CENTS</u>	3500	LF	<u>\$ 36.50</u>	<u>\$ 127,750.00</u>
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>THIRTY TWO DOLLARS & ZERO CENTS</u>	1500	LF	<u>\$ 32.00</u>	<u>\$ 48,000.00</u>
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>THIRTY FOUR DOLLARS & ZERO CENTS</u>	500	LF	<u>\$ 34.00</u>	<u>\$ 17,000.00</u>
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>FORTY TWO DOLLARS & ZERO CENTS</u>	500	LF	<u>\$ 42.00</u>	<u>\$ 21,000.00</u>

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>FIFTY SEVEN</u> dollars $\frac{2}{100}$ ZERO CENTS	100	LF	\$ <u>57.00</u>	\$ <u>5,700.00</u>
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>SEVENTY THREE</u> dollars $\frac{3}{100}$ ZERO CENTS	100	LF	\$ <u>73.00</u>	\$ <u>7,300.00</u>
7	Internal reinstatement of Service Laterals				
	<u>ONE CENT</u> dollars	60	EA	\$ <u>.01</u>	\$ <u>.60</u>
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral				
	<u>TWO THOUSAND</u> dollars $\frac{2}{100}$ ZERO CENTS	30	EA	\$ <u>2000.00</u>	\$ <u>60,000.00</u>
9	Standard Mobilization (within 15 working days)				
	<u>TWO THOUSAND</u> dollars $\frac{2}{100}$ ZERO CENTS	2	EA	\$ <u>2000.00</u>	\$ <u>4,000.00</u>
10	Emergency Mobilization (within 3 working days)				
	<u>THREE THOUSAND</u> dollars $\frac{3}{100}$ ZERO CENTS	1	EA	\$ <u>3000.00</u>	\$ <u>3,000.00</u>
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF				
	<u>ONE THOUSAND</u> dollars $\frac{1}{100}$ ZERO CENTS	5	EA	\$ <u>1000.00</u>	\$ <u>5,000.00</u>

TOTAL BID AMOUNT \$ 298,750.60
TWO HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND SIXTY CENTS
(In Writing)

The undersigned understands that this bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas and that the City here may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. The City is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

The bidder understands that the City reserves the right to reject any or all bids, and to waive informalities in the bidding.

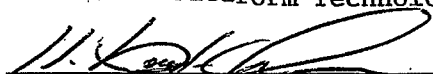
The undersigned further agrees that the proposal guaranty may be retained by the City of Fayetteville, Arkansas, provided the undersigned is one of the lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City until the contract has been signed, and the bond required for the faithful performance of the contract has been made by one of the lowest responsible bidders; otherwise, proposal guaranty may be obtained from the City after forty-eight hours from the time of opening of the bids.

The undersigned hereby declares that he has had sufficient time to make all test and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the specifications and documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representation made by the City are in any sense a warranty, but are mere estimates for guidance of the CONTRACTOR.

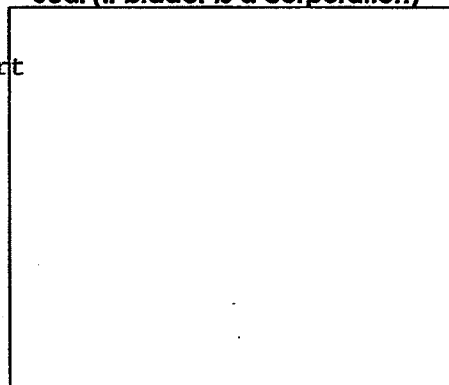
Upon receipt of notice of the acceptance of the bid, we will execute the formal contract attached in quintuplicate, within ten days, and will deliver a Surety Bond for the faithful performance of the contract, and such other bonds as may have been required in the specifications. The bid security attached in the sum of 5% of the greatest amount of the total bid is (\$5%) is to become the property of the City if a cashier's check, and if a bond, the principal amount shall be paid to the City of Fayetteville, in the event the contract and bond are not executed within the time set forth, and to be considered as liquidated damages because the delay and additional work caused thereby are incapable of accurate ascertainment.

RESPECTFULLY SUBMITTED : Insituform Technologies, Inc.

Bidder


SIGNATURE AND TITLE
H. Douglas Thomas
V.P.-Global Procurement/Ops.Support

Seal (If bidder is a corporation)



Business Address

17988 Edison Avenue

Chesterfield, MO 63005

Telephone Number

636-530-8000

FAX Number

636-530-0751

Arkansas Contractors License Number

0072030409

NOTE: DO NOT DETACH BID FROM OTHER PAPERS BOUND IN THIS DOCUMENT. Fill Bid Form in with ink and submit complete with all other papers bound in this document

4.2 GENERAL INFORMATION

- Representatives from the CITY will contact the CONTRACTOR with their specific work items. The estimate will reflect and be based on the listed bid items. Upon notification and approval by the CITY, the CONTRACTOR shall start work on the project within fifteen (15) working days. In the event of an Emergency Response project, the CONTRACTOR shall start work on the project within three (3) working days of notification by the CITY, and the CONTRACTOR and Owner shall agree to a final cost for the project no later than 24 hours after the completion of the project.
- Payment for work on a particular project shall be made upon completion and acceptance of the work by the CITY. There will be no partial payment made for any project.
- Invoices shall be sent to the CITY. They shall be itemized to include:
 - The specific bid items utilized.
 - The quantities of those bid items.
 - The total cost for that project.
 - The total billing to date under the annual contract, including any change orders.
- The CONTRACTOR will be responsible for all signing and barricading and will comply with those portions of the "Arkansas Manual on Uniform Traffic Control Devices for Streets and Highways" which pertain to construction.
- The CONTRACTOR shall take precautions and use care to avoid damaging, disturbing, or disrupting existing private facilities on private or public property, i.e., fences, sprinkler facilities, shrubs, landscaping, etc. The CONTRACTOR shall restore, to the CITY's satisfaction, any damaged property at the Contractor's expense.
- Completion of a particular project is defined to include the satisfactory performance of all minor and non-pay work items such as clean-up and restoration/replacement of all damaged private and public property, etc.

POST LINING VIDEOING

- After lining, the CONTRACTOR shall provide the City television results of the lining showing all taps made upon the new line. Upon completion of the video, a DVD shall be supplied to the CITY.

UTILITIES COORDINATION

- During the construction of this project, the CONTRACTOR shall be responsible for contacting Arkansas One Call for locating any utilities that may be involved in any excavations.

5.0 CONTRACT AND BOND DOCUMENTS

5.1 AGREEMENT

2008 ANNUAL SANITARY SEWER MAINLINE AND SERVICE LATERAL REHABILITATION, CURED IN PLACE PIPE METHOD

THIS AGREEMENT, made this 20th day of May, 2008, by and between the City of Fayetteville, Arkansas, and

Insituform Technologies, Inc.

doing business as a Corporation, hereinafter called "Contractor",

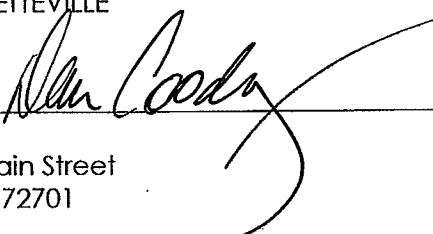
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

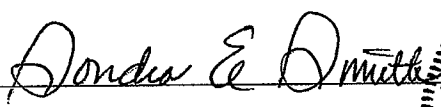
1. The Contractor will commence and complete the projects selected for rehabilitation under this Term Maintenance Contract at the City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.
2. The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the projects selected for rehabilitation.
3. The Contractor will commence the work required under this term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas in a timely manner as projects are selected. The Contractor shall furnish City of Fayetteville a timeline for each project as preparation for the work begins.
4. The timeline for this contract shall end December 31, 2008. Upon approval of the City of Fayetteville, the contract may be extended on a yearly basis for up to four years, through December 31, 2012.
5. The Contractor shall be entitled to receive up to Three Hundred Thousand Dollars (\$330,000). City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded and City of Fayetteville may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method. The City of Fayetteville will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts, as required by the Contract Documents.
6. The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.
7. The term "Contract Documents" means and includes the Advertisement for Bids, Information for Bidders, Technical Specifications, Bid Proposal, Agreement, General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Orders and Addenda prepared or issued by the City of Fayetteville.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

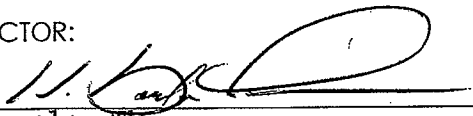
9. It is mutually agreed that should it appear to the City of Fayetteville or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the City of Fayetteville under the terms of the Contract, the City of Fayetteville may demand the Contractor furnish additional security in some approved surety company satisfactory to the City of Fayetteville. The acts of the City of Fayetteville or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the contract, or to relieve the Contractor. The City of Fayetteville may stop performance under the Contract until additional security has been furnished by the Contractor, and the City of Fayetteville shall in no case be liable to the Contractor on account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of the City of Fayetteville with reference to furnishing additional security, the City of Fayetteville may exercise its right as provided herein to stop all payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.
10. 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.
11. 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.

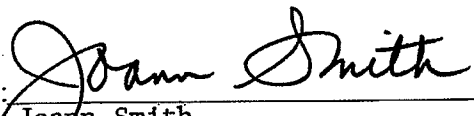
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts, each of which shall be deemed an original on the date first above written.

THE CITY OF FAYETTEVILLE

By: 
Title: Mayor
113 West Mountain Street
Fayetteville, AR 72701

Attest: 
Title: CITY CLERK/TREASURER
CITY OF FAYETTEVILLE
WASHINGTON COUNTY
ARKANSAS

CONTRACTOR:
By: 
Title: V.P.-Global Procurement/Ops. Support

*Attest: 
Title: Contracting & Attesting Officer

Company Insituform Technologies, Inc.

(Corporate Seal)

Address 17988 Edison Avenue
Chesterfield, MO 63005

*If a corporation, the Secretary of the Corporation should Attest.

2008 CIPP Bid Tabulation
April 16, 2008 at 2:00 p.m.

Item No.	Item Description	Approx. Qty.	Unit	Insituform Technologies		Suncoast Infrastructure	
				Unit Price In Figures	Total	Unit Price In Figures	Total
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	3500	LF	\$ 36.50	\$ 127,750.00	\$ 30.60	\$ 107,100.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	1500	LF	\$ 32.00	\$ 48,000.00	\$ 30.30	\$ 45,450.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 34.00	\$ 17,000.00	\$ 31.00	\$ 15,500.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 42.00	\$ 21,000.00	\$ 32.80	\$ 16,400.00
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	100	LF	\$ 57.00	\$ 5,700.00	\$ 50.00	\$ 5,000.00
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	100	LF	\$ 73.00	\$ 7,300.00	\$ 60.50	\$ 6,050.00
7	Internal reinstatement of Service Laterals	60	EA	\$ 0.01	\$ 0.60	\$ 150.00	\$ 9,000.00
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral	30	EA	\$ 2,000.00	\$ 60,000.00	\$ 2,900.00	\$ 87,000.00
9	Standard Mobilization (within 15 working days)	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00
10	Emergency Mobilization (within 3 working days)	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 9,060.00	\$ 9,060.00
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 3,320.00	\$ 16,600.00
	Total Bid				\$ 298,750.60		\$ 322,160.00

City of Fayetteville Staff Review Form

A. 4
 Bid #12-17 MHC
 Kenworth of Springdale
 Page 1 of 6

City Council Agenda Items
 and
 Contracts, Leases or Agreements

2/21/2012

City Council Meeting Date
 Agenda Items Only

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution awarding Bid #12-17 to MHC Kenworth of Springdale in the amount of \$156,444.08 for the purchase of one tandem axle diesel spreader for use by Wastewater Treatment, and approval of a Budget Adjustment to move funds to the Fleet expense account.

\$ 156,444.08

Cost of this request

\$ 453,000.00

Category / Project Budget

Other Vehicles and Equipment

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ -

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02080.2012

Project Number

\$ 453,000.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Tracy J. Kelley
 Department Director

2-2-12
 Date

Previous Ordinance or Resolution #

John P. Kelly
 City Attorney

2-3-12
 Date

Original Contract Date:

Original Contract Number:

Paul A. Buhner
 Finance and Internal Services Director

2-3-2012
 Date

Received in City 02-02-12 P02:46 RCVD
 Clerk's Office

Don Man
 Chief of Staff

2-3-12
 Date

Received in
 Mayor's Office

Frank J. Jordan
 Mayor

2/6/12
 Date

ENTERED
 2/3/12

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *TG*

From: Dennis Pratt, Fleet Operations Supt. *DP*

Date: February 2, 2012

Subject: Purchase of one Tandem Axle diesel spreader for Wastewater Treatment Plant

PROPOSAL: That City Council approve the purchase of one tandem axle diesel spreader in the amount of \$156,444.08 for use by Wastewater Treatment Plant, and approve a budget adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Bid 12-17 was opened on January 17, 2012. 12 bids were received. A bid tab sheet is attached; the six lowest bids are numbered for easy reference.

The two lowest bids from Truck Centers of Arkansas do not meet specs: they do not have disc brakes nor the warranties required by the bid. The third, fourth, and fifth lowest bids are all "Option 1" bids. The sixth lowest bid from MHC Kenworth of Springdale is the lowest "Option 2" bid. With Option 1 – the width of the spread is determined by the speed of the truck – for a wider spread the truck must go faster. With Option 2 – the width of the spread is determined by controls in the cab of the truck. If the driver needs to drive slowly because of conditions he can still have a spread of whatever width is required. Fleet and Wastewater have agreed that Option 2 is needed.

I recommend acceptance of the lowest Option 2 bid from MHC Kenworth in the amount of \$156,444.08.

This purchase was unanimously approved by the Equipment Committee on January 31, 2012.

BUDGET IMPACT: This unit is an expansion for use by the Wastewater Treatment Plant as part of the Biosolids Management project for processing Beaver Water District waste water residuals. Capital funds (which are available in the Water & Sewer fund project 02068.1) will be moved to the Fleet expense account for the purchase.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-17 AND AUTHORIZING THE PURCHASE OF ONE (1) TANDEM AXLE DIESEL SPREADER FROM MHC KENWORTH OF SPRINGDALE IN THE AMOUNT OF \$156,444.08 FOR USE IN THE BIOSOLIDS MANAGEMENT WASTEWATER PROJECT, 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 awards Bid #12-17 and authorizes the purchase of one (1) tandem axle diesel spreader from MHC Kenworth of Springdale in the amount of \$156,444.08 for use in the biosolids management wastewater project.

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 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A.4
V11.0222
Bid #12-17 MHC
Kenworth of Springdale
Page 4 of 6
November

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

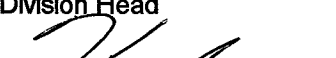
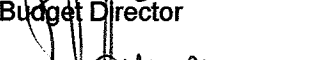
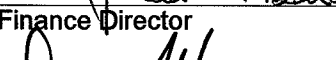
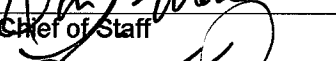
Division Head	Date	Prepared By:	Cheryl Partain					
	1-27-12	Reference:						
Budget Director	Date	Budget & Research Use Only						
	26 JAN 12	Type:	A	B	C	D	E	P
Department Director	Date	General Ledger Date						
	1-26-2012	Posted to General Ledger						
Finance Director	Date						Initial	Date
	1-27-12	Checked / Verified					Initial	Date
Chief of Staff	Date							
	1/27/12							
Mayor	Date							

EXHIBIT
A



BID: 12-17
01/17/12
2:00 PM
CITY OF FAYETTEVILLE

A. 4
Bid #12-17 MHC
Kenworth of Springdale
Page 5 of 6

Bid 12-17, Tandem Axle Diesel Spreader

BIDDER	MANUFACTURER	MODEL	TOTAL BID PRICE
1 Mack Truck Sales of Tulsa, Inc. (Option 1) <i>OPTION DOESN'T HAVE ENOUGH CONTROL</i>	Mack Trucks, Inc. Meyer MFG. Co.	2013 Mack GU713 "Granite" Axle Forward Truck Mounted Model 8720	\$ 110,179.90 \$ 42,212.00 \$ 152,391.90 (5)
2 Mack Truck Sales of Tulsa, Inc. (Option 2)	Mack Trucks, Inc. Meyer MFG. Co.	2013 Mack GU713 "Granite" Axle Forward Truck Mounted Model 8720	\$ 110,456.05 \$ 51,362.00 \$ 161,818.05
3 Mack Truck Sales of Tulsa, Inc. (Option 3)	Mack Truck, Inc. Meyer MFG. Co.	2013 GU713 "Granite" Truck Mounted Model 8720	\$ 111,412.00 \$ 45,212.00 \$ 156,624.00
4 Mack Truck Sales of Tulsa, Inc. (Option 4)	Mack Truck, Inc. Meyer MFG. Co.	2013 GU713 "Granite" Truck Mounted Model 8720	\$ 111,412.00 \$ 51,362.00 \$ 162,774.00
5 MHC Kenworth/Volvo - Springdale (Option 1) <i>OPTION 1 DOESN'T HAVE ENOUGH CONTROL</i>	Kenworth Meyer	T470 8720	\$ 111,222.62 \$ 36,212.00 \$ 147,434.62 (3)
6 MHC Kenworth/Volvo - Springdale (Option 2)	Kenworth Meyer	T470 8720	\$ 107,082.08 \$ 49,362.00 \$ 156,444.08 (6)
7 Peterbuilt of Ft. Smith LLC (Option 1) <i>OPTION 1 DOESN'T HAVE ENOUGH CONTROL</i>	Peterbuilt Meyer	385 8720	\$ 108,762.00 \$ 43,712.00 \$ 150,474.00 (4)
8 Peterbuilt of Ft. Smith LLC (Option 2)	Peterbuilt Meyer	385 8720	\$ 108,762.00 \$ 51,862.00 \$ 158,624.00
9 Shipley Motor Equipment Co.	Mack Meyer	GU713 8720	\$ 112,473.27 \$ 55,145.00 \$ 167,618.27
10 Truck Centers of Arkansas (Option 1) <i>NO DISC BRAKES, NOT WARRANTIES AS REQUIRED</i>	Freightliner Meyer	114SD 8720	\$ 85,656.00 \$ 41,712.00 \$ 127,368.00 (1)
11 Truck Centers of Arkansas (Option 2) <i>NO DISC BRAKES NOT WARRANTIES AS REQUIRED</i>	Freightliner Meyer	114SD 8720 (Self Contained)	\$ 85,656.00 \$ 50,512.00 \$ 136,168.00 (2)
12 Williams Tractor, Inc.	Kenworth Meyer	T470-CLB -8720	\$ 109,082.00 \$ 55,145.00 \$ 164,227.00

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

CERTIFIED: Andrew John Raso Police
A. FOREN, PURCH AGENT WITNESS

DATE 1/18/12

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. 4
P.O Number:	2/1/2012	Bid #12-17 MHC
	Expected Delivery Date:	Month of Spring date
		Page 6 of 6

Vendor #:	73750	Vendor Name:	MHC KENWORTH	Mail Yes: No: ☒
Address:		Fob Point:		Taxable Yes: No: ☒
City:		State:		Quotes Attached Yes: No: ☒
		Zip Code:	50	Divison Head Approval:
Requester:	BARBARA OLSEN			Requester's Employee #: 1940
				Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2012 KENWORTH T470 TANDEM AXLE DIESEL	1	EA	156,444.08	\$156,444.08	9700.1920.5802.00	02080.2012		70768
2	WITH MEYER 8720 SPREADER, PER BID 12-17				\$0.00				
3	SPECS.				\$0.00				
4	TO BE UNIT #768, FIXED ASSET 700768				\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: \$156,444.08

Total: \$156,444.08

Approvals:		
Mayor: _____	Department Director: _____	Purchasing Manager: _____
Finance & Internal Services Director: _____	Budget Manager: _____	IT Manager: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____

City of Fayetteville Staff Review Form

A. 5
Evans Construction and Remodeling
Page 1 of 22

City Council Agenda Items
and
Contracts, Leases or Agreements

2/21/2012

City Council Meeting Date
Agenda Items Only

<u>Yolanda Fields</u>	<u>Community Services</u>	<u>Development Services</u>
Submitted By	Division	Department

Action Required:

Approval of P.O for CDBG moderate rehabilitation project located at 800 E. Pittman

\$ <u>20,000.00</u>	\$ <u>25,000.00</u>	
Cost of this request	Category / Project Budget	Program Category / Project Name
<u>2180.4940.5315.00</u>	\$ <u>-</u>	
Account Number	Funds Used to Date	Program / Project Category Name
<u>02123-1203</u>	\$ <u>25,000.00</u>	Community Development
Project Number	Remaining Balance	Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

[Signature] 01-17-2012 Previous Ordinance or Resolution # _____
Department Director Date

[Signature] 1-30-12 Original Contract Date: _____
City Attorney Date Original Contract Number: _____

Paul A. Bender 1-31-2012
Finance and Internal Services Director Date

[Signature] 1-31-12
Chief of Staff Date

[Signature] 1/31/12
Mayor Date

Received in City 01-30-12 A08:51 RCVD
Clerk's Office

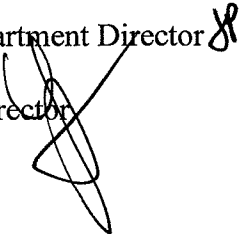
Received in
Mayor's Office

ENTERED
1/30/12
[Signature]

Comments: Staff recommends approval of P.O.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Department Director 

From: Yolanda Fields, Community Services Director

Date: 1-27-2012

Subject: CDBG Housing Program- Approval of PO for CDBG Moderate Rehabilitation Project

PROPOSAL:

The homeowners at 800 E. Pittman meet all requirements for the Housing Rehabilitation Program. The property has been evaluated by the contracted CDBG Specification Writer, and the improvements needed are listed below.

- Install New Siding
- Install Insulation underneath home
- Replace old HVAC units with high efficiency units
- Install gutters on home
- Replace Broken front door
- Minor electrical repair
- Minor interior door and trim repair

RECOMMENDATION:

Staff recommends approval of Purchase Order for the project located at 800 E. Pittman

BUDGET IMPACT:

Project cost approximately \$20,000

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$20,000.00 WITH EVANS CONSTRUCTION AND REMODELING FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REHABILITATION AT 800 E. PITTMAN

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 contract in the amount of \$20,000.00 with Evans Construction and Remodeling for a Community Development Block Grant (CDBG) rehabilitation at 800 E. Pittman.

PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request						Requisition No.:		Date:	
(Not a Purchase Order)								1/23/2012	
All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)						P.O Number:		Expected Delivery Date:	
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us									
Vendor #:		Vendor Name:		Evans Construction and Remodeling		Mail Yes: _____ No: _____			
Address:		15187 Trace Branch Rd		Fob Point:		Taxable Yes: _____ No: _____		Quotes Attached Yes: _____ No: _____	
City:		State:		Zip Code:		Ship to code:		Division Head Approval:	
West Fork		AR		72774					
Requester:				Requester's Employee #:		Extension:			
Rachel				3273		260			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Mod Rehab - 800 Pittman	1		20,000.00	\$20,000.00	2180.4940.5315.00	02123-1203		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: \$20,000.00			
						Tax: _____			
						Total: \$20,000.00			
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Finance & Internal Services Director: _____			Budget Manager: _____			IT Manager: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

TDD (Telecommunications Device for the Deaf)
(479) 521-1316

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECEIPT OF BIDS

OWNER(S): Tracya Hudler
ADDRESS: 800 Pittman PROJECT No: 02123-1203
PROJECT TITLE: Moderate Rehabilitation
BID CLOSING DAY/DATE/TIME: _____

CONTRACTOR: Evans Construction BID AMOUNT: \$20,000.00

CONTRACTOR: Joe Perme Construction BID AMOUNT: \$4,025.00

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: R Field Date: 1/23/12

Witness: WLB Date: 1/23/2012

"Form CD 118

K:\CR\Shared Information\Community Development Forms\Form CD 118 receipt of bids.doc



THE CITY OF FAYETTEVILLE, ARKANSAS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

STANDARD BID PROPOSAL FORM

PROJECT NUMBER: 02123-1203

DATE ISSUED: 1-9-2012

DATE AND TIME OF OPENING: Monday, 4:00 pm, January 23, 2012

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 800 E. Pittman Dr. Fayetteville, AR 72703

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

*In blanks below please quote price for each item and the total for project at the bottom.

A) Siding:	<u>8500</u>
B) Windows & Doors:	<u>705</u>
C) Paneling:	<u>100</u>
D) Interior Doors & Trim:	<u>240</u>
E) Paint:	<u>100</u>
F) Insulation:	<u>1525</u>
G) Electrical:	<u>525</u>
H) HVAC:	<u>7550</u>
I) Gutters:	<u>505</u>
J) Cleanup:	<u>250</u>
K) Other:	<u>0</u>

MY TOTAL BID PRICE FOR THIS PROJECT IS \$ 20,000

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard



THE CITY OF FAYETTEVILLE, ARKANSAS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
conditions, and pertinent information regarding the articles being bid on, and agree to furnish
these articles at the prices stated.

Complete Business Address:

Name of Firm: Evans Construction Phone # (479) 530-0801

Residential Contractors License number 0204640812

Street address or P O Box 15187 Trace Branch Rd

City / State / Zip Code West Fork AR 72774

Printed Name: Randall C Evans

Signature: Randall C Evans Title: President



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

STANDARD BID PROPOSAL FORM

PROJECT NUMBER: 02123-1203

DATE ISSUED: 1-9-2012

DATE AND TIME OF OPENING: Monday, 4:00 pm, January 23, 2012

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 800 E. Pittman Dr. Fayetteville, AR 72703

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

*In blanks below please quote price for each item and the total for project at the bottom.

A) Siding:	<u>12,000⁰⁰</u>
B) Windows & Doors:	<u>850⁰⁰</u>
C) Paneling:	<u>175⁰⁰</u>
D) Interior Doors & Trim:	<u>450⁰⁰</u>
E) Paint:	<u>250⁰⁰</u>
F) Insulation:	<u>2100⁰⁰</u>
G) Electrical:	<u>900⁰⁰</u>
H) HVAC:	<u>6000⁰⁰</u>
I) Gutters:	<u>800⁰⁰</u>
J) Cleanup:	<u>300⁰⁰</u>
K) Other:	<u>200⁰⁰</u>

MY TOTAL BID PRICE FOR THIS PROJECT IS \$ 24,025⁰⁰

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Complete Business Address:

Name of Firm: Joe Perme Construction Phone # 479-409-1101

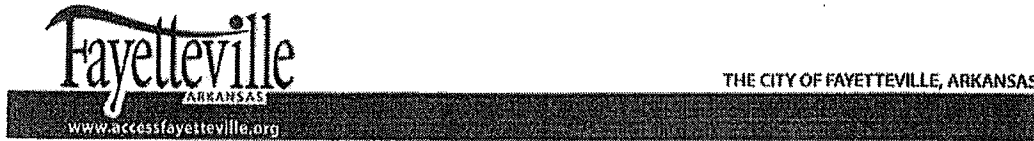
Residential Contractors License number 0061550312

Street address or P O Box 1874 S. Doran Dr.

City / State / Zip Code Fayetteville, AR 72701

Printed Name: Joe Perme Sr.

Signature: [Handwritten Signature] Title: Vice-President



CITY OF FAYETTEVILLE

**113 W. Mountain St.
Fayetteville, AR 72701**

INVITATION TO BID

Bid # 02123-1203

**Community Services Division
(479) 575-8270**

**BID #: 02123-1203 Moderate Rehabilitation Project at 800 E.
Pittman**

DATE ISSUED: 1-9-2012

**DATE & TIME OF OPENING: Monday, January 23, 2012,
4:00pm**

CONTACT: Brent Johnson—(479) 575-8270



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

INVITATION TO BID

DATE ISSUED: January 9, 2012

RECEIPT OF BIDS: Monday, 4:00 pm, January 23, 2012
Community Services Division
125 West Mountain Street
Fayetteville, AR 72701

COMMUNITY DEVELOPMENT ADMINISTRATOR:
Brent Johnson
Housing Manager
113 West Mountain Street
Fayetteville, AR 72701
Phone (479) 575-8270

BRIEF SCOPE OF PROJECT: Siding and gutter repair/replacement, window and door repair/replacement, insulation repairs & installation, electrical repairs, HVAC replacement

PROJECT NUMBER: 02123-1203

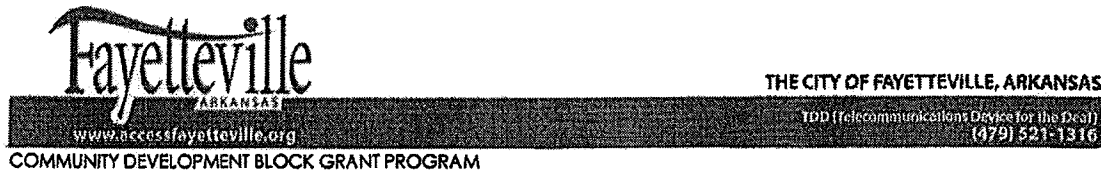
PROJECT LOCATION: 800 E. Pittman. Fayetteville, AR 72703

CITY OF FAYETTEVILLE: The City of Fayetteville encourages participation of small, minority and women owned business enterprises in the procurements of goods, services, and construction, either as a general contractor or subcontractor. The City is an affirmative action / equal opportunity employer. Section 55.55 prohibits discrimination against qualified individuals because of their handicapped status.

GENERAL: A copy of the Specifications is available at the Community Services Division's office.

******* Attention! New Requirements! *******

- New permitting requirements, please see attached
- Any bid of over \$20,000 must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the amount bid.
- A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of over \$20,000 and filed with the Washington County Circuit Clerk.
- A State of Arkansas Residential Contractor's License is required for ALL bids.



SPECIAL TERMS AND CONDITIONS

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the city. No employees of the Community Services Division are allowed to fill out bid sheets for Contractors.
2. The company or contractor name and project # shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in the bid. The responsibility of payment shall remain with the successful bidder.
4. Prices shall include all labor, materials, profit, insurance, etc., to cover the furnishing of the items of the bid.
5. Bids received after the date and time set for receiving bids will not be considered.
6. The Owner reserves the right to accept or reject any and all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the Owner. The Owner shall be able to purchase more or less than the quantity indicated subject to availability of funds.
7. The bid price shall remain good and firm for a period of thirty (30) calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Owner.
8. All products delivered shall comply with applicable standards of quality.
9. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form or on an attached form.
10. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any such bidders, at the discretion of the Owner.
11. The Contractor is to supply the City with evidence of the following:
 - 1) Current and valid Certificate of Liability Insurance that includes coverage for
 - a) Workman's Compensation and Employer Liability in accordance with the laws of the State of Arkansas, b) Commercial General Liability that covers public liability and property damage and c) Automobile Liability, if applicable. All premiums and costs

113 W MOUNTAIN ST | FAYETTEVILLE AR 72701 | PHONE 479.575.8260 | FAX 479.444.3445

Form CD 117

K:\CR\Shared Information\Community Development Forms\Form CD 117 SPECIAL TERMS AND CONDITIONS.doc



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THE CITY OF FAYETTEVILLE, ARKANSAS

TDD (Telecommunications Device for the Deaf)
(479) 521-1316

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

shall be paid by the Contractor. In no way will the Owner be responsible in case of accident.

- 2) Current and valid license from the State of Arkansas Contractors Licensing Board.**
- 3) EPA/HUD Approved Lead Safety Training Program certification.**
12. Specifications furnished with this invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
14. Quality, time and probability of performance may be factors in making an award.
15. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the Owner.
16. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder.
17. 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.
18. Bids must be hand delivered or received by mail in the Community Services Office, 125 West Mountain St. Fayetteville, and AR. 72701, on or before the time of closing listed on the Bid Form. Under no circumstances will faxed bids be allowed.
19. The successful bidder will be required to enter into a contract with the Owner and shall provide a certificate of insurance to the Community Services Division within ten (10) days of notice of bid award.
20. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin, or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.

113 W MOUNTAIN ST | FAYETTEVILLE AR 72701 | PHONE 479.575.8260 | FAX 479.444.3445

Form CD 117

K:\CR\Shared Information\Community Development Forms\Form CD 117 SPECIAL TERMS AND CONDITIONS.doc



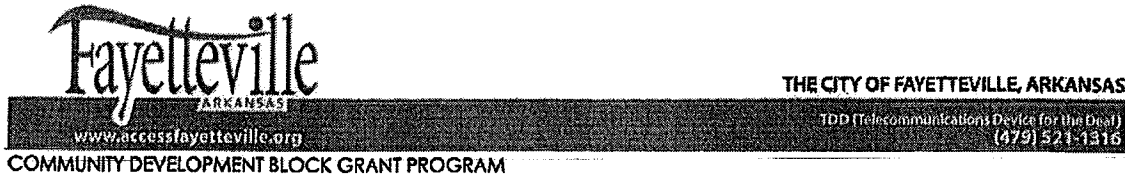
THE CITY OF FAYETTEVILLE, ARKANSAS

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COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

21. The contractor must be prepared to commence work on start date per Notice to Proceed issued by the City Community Services Division, and must complete the work within Thirty (30) calendar days. Exceptions as noted in the Rehabilitation Contract.
22. A Maximum of three payments may be made on each Housing Rehabilitation Project. Upon satisfactory completion of 40% of the work and submission of proper documentation, 30% of the contract amount may be released to the contractor with 10% being held as retainer. Upon satisfactory completion of 70% of the work and submission of proper documentation, 60% of the contract amount may be released to the contractor with 10% being held as retainer. Final payment shall be made after satisfactory completion and acceptance of the project. Retainers shall be released with the final payment.
23. A certificate of final inspection by the City of Fayetteville's Building Safety Division must be performed before the release of the final check.
24. Any construction material containing Lead-Based Paint (LBP) shall be removed by workers certified in LBP Interim Controls and with adherence to the current HUD Regulation on LBP Hazards.



Residential Permit Application and Plan Review Requirements

The following shall be the submittal requirements:

- **Completion of the Master Permit application and review before any work starts.**
- **"CDBG" will be entered in the Description of Work field.**
- **Specification sheets will be submitted with the application.**
- **CDBG fee waiver sheet for the application process. (Provided by CDBG Staff)**
- **A site plan of the property drawn to scale will be submitted according to permitting procedures.**
- **A floor plan drawn to scale will be submitted indicating where changes to the structure are to occur. This can be done in two parts as before and after with 8 ½ x 11 plans.**
- **The Master permit must be issued before any other permit may be applied for.**

Highland Home Builder, Inc.

Bruce Kerr 479-903-0966

Community Services Spec writer

brucegkerr@netzero.com

Community Services Division



MODERATE HOUSING REHABILITATION PROJECT

Scope of Project: Electrical repairs, replace broken paneling, hang interior doors, replace HVAC system, new siding, floor insulation, replace missing window screens, paint trim

Owner's Name: Twylia Hudler **Phone:** 479-200-3024

Project Location: 800 E Pittman Drive, Fayetteville AR

Project # 02123-1203

Administrator: Brent Johnson **Phone:** 479-575-8270 **Fax:** 479-444-3445

Contractors Description of Work: Minimum requirements for bidder: Proof of current Arkansas Residential Contractor's license (or Commercial Contractor's license if required by law) which is provided by the State of Arkansas Contractors Licensing Board, Certificate of Liability Insurance, and a statement of Completion of EPA/HUD Approved Lead Safety Training if applicable.

GENERAL:

The contractor will be responsible for all aspects of the construction, installation, repairs, and cleanup as stated in the Scope of Work and Specifics at the project location stated above.

Each bidder will be responsible for a complete inspection of the property at the project location before submitting bid. All the distances, measurements, procedures, and listed materials should be verified before submitting your bid to complete the work. The requirements listed here, in the description of work, are general requirements and it will be the responsibility of the winning bidder to assure the City of Fayetteville that the finished project is in compliance with all applicable codes and standards and achieves the goal of raising the efficiency of the building.

The contractor's duties and responsibilities include, but are not limited to, the following:

- 1) Purchasing of all materials.
- 2) Supervision of all employees and subcontractors.
- 3) Coordination with the City of Fayetteville CDBG Administrator, the City of Fayetteville Code Compliance Office and owners.
- 4) Project design.
- 5) Clean up and restoration of all lawns, planters, walking and driving surfaces to their original condition.
- 6) Keep job site safe for others and practice safe working practices as required.

SPECIFICS:

A: SIDING

- A - 1 Add blocks alongside roof tails and add a subfascia to the edges of the roof. The soffits should remain at the same pitch as the roof.
- A - 2 Remove any siding, siding batts, trim, or decorative beams needed to add new vinyl siding but do not compromise structural strength.
- A - 3 Install new vinyl siding. Use minimum 0.040 material thickness. (Approximately 1,800 square feet) Style of the profile and color to be approved by the homeowner. Block off any holes that were originally bird holes.
- A - 4 Cover all areas of wood with aluminum that siding will not cover including door jambs and trim around doors.
- A - 5 Install vinyl soffit material to underside of soffits and any wall bump outs such as the one in the back of the home. Make sure there are no areas for squirrels to enter the attic.

B: WINDOWS AND DOORS

- B - 1 Have window screens made for all the windows that do not have screens. (Approx. 5)
- B - 2 Replace the front door with a new prehung metal door that is similar in style.
- B - 3 Replace the weather strip seals on the back door.

C: PANELING

- C - 1 Remove the one sheet of paneling with a hole in it that is by the washer and dryer. Replace it with a new piece that matches. Re attach any trim. Do NOT paint.

D: INTERIOR DOORS AND TRIM

- D - 1 Hang the door to the bedroom that is not attached. Install new hinges if needed. Install a new door knob. The door is there and is setting loosely in place.
- D - 2 Hang the door entering the front left room that is not attached. The door is leaning against the wall in the room. Install new hinges if needed. Install a new door knob if needed. Remove the extra piece of wood that is attached to the door jamb.
- D - 3 Re attach any trim that was existing around the front door or replace it if it cannot be saved
- D - 4 Replace the broken door stop that is on the door jamb going into the bathroom by washer and dryer.

E: PAINT

- E - 1 Paint the front door and any trim that is added. Do not paint the paneling.

F: INSULATION

- F - 1 Insulate the floor with R 19 batt insulation.
- F - 2 Apply a new vapor barrier over the old one.

G: ELECTRICAL

- G - 1 Repair the outdoor outlet that is by the back door. Replace if necessary.
- G - 2 Go thru the home and put plug and switch covers on all areas that are missing them.
- G - 3 Replace all the smoke detectors in the home.
- G - 4 Make any electrical connections to the new HVAC system.

H: HVAC

- H - 1 Tear out the old HVAC units and add new HVAC central air system equipment in crawlspace to service the first floor with floor registers. The unit will be natural gas with a 90 plus type unit for efficiency (such as the Rheem Classic series 90 plus furnace or like model). The exhaust will vent out the side or back of the home with PVC pipe as the vent. (Be sure the unit size is sufficient for the home)
- H - 2 Attach the existing ductwork to the new unit. Inspect ductwork for missing insulation and add insulation where needed.
- H - 3 Remove old unit and install a new air conditioning unit at the existing location. The unit should be Energy Star rated.
- H - 4 Add condensation pipe or attach to the existing pipe and be sure it drains to the outside. Make all needed gas connections.

I: GUTTERS

- I - 1 Install new seamless gutters to the home. Color to be approved by the homeowner.

J: CLEANUP

- J - 1 All new, used, and excess construction materials that relate to the job or a change order(s) belongs to the contractor and can be removed from the property by the contractor as needed during the project and shall be removed at completion.

- J - 2 All trash shall be hauled off by contractor and preferably recycled if possible.
- J - 3 All affected areas shall be left broom clean.
- J - 4 If lead paint is present, cleanup will be compliant with EPA/HUD Approved Lead Safety standards.

K: OTHER

- K - 1 All work or materials which are not directly noted in the Scope of Work and Specifics, but are necessary for the proper carrying out 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.
- K - 2 All work shall be performed in a workmanlike manner according to common construction practices, according to the specifications set forth in the Community Services Program's General Specification Manual, and with adherence to city, state, and national codes.
- K - 3 Any damage to the dwelling or property caused by the contractor, his/her worker(s) or delivery person, and/or their vehicles during the project shall be repaired to like new conditions.
- K - 4 Where applicable, all plumbing work shall be performed by a Arkansas State licensed plumbing contractor with adherence to the current Arkansas Plumbing Code.
- K - 5 Where applicable, all electrical work shall be performed by a Arkansas State licensed electrical contractor with adherence to the current National Electrical Code.
- K - 6 Where applicable, all HVAC work shall be performed under the supervision of a licensed HVAC contractor with adherence to all codes.



THE CITY OF FAYETTEVILLE, ARKANSAS

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COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

STANDARD BID PROPOSAL FORM

PROJECT NUMBER: 02123-1203

DATE ISSUED: 1-9-2012

DATE AND TIME OF OPENING: Monday, 4:00 pm, January 23, 2012

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 800 E. Pittman Dr. Fayetteville, AR 72703

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

***In blanks below please quote price for each item and the total for project at the bottom.**

A) Siding: _____

B) Windows & Doors: _____

C) Paneling: _____

D) Interior Doors & Trim: _____

E) Paint: _____

F) Insulation: _____

G) Electrical: _____

H) HVAC: _____

I) Gutters: _____

J) Cleanup: _____

K) Other: _____

MY TOTAL BID PRICE FOR THIS PROJECT IS \$ _____

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard



THE CITY OF FAYETTEVILLE, ARKANSAS

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COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
conditions, and pertinent information regarding the articles being bid on, and agree to furnish
these articles at the prices stated.

Complete Business Address:

Name of Firm: _____ Phone # _____

Residential Contractors License number _____

Street address or P O Box _____

City / State/ Zip Code _____

Printed Name: _____

Signature: _____ Title: _____

City of Fayetteville Staff Review Form

A. 6
 Ranger's Pantry Donation Revenue
 Page 1 of 4

City Council Agenda Items
 and
 Contracts, Leases or Agreements

2/21/2012

City Council Meeting Date
 Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing 2011 donation revenue received from citizens for the Ranger's Pantry Pet Food Bank in the amount of \$4878 through the Purrfect Howlday Donation Drive and matching funds from an anonymous donor, and 2011 donation revenue from citizens for the Senior Giving Tree event in the amount of \$50.

_____	\$ _____	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____	_____
2180.4945.5390.01	Funds Used to Date	Program / Project Category Name
Account Number		
_____	\$ _____	_____
12003.1	Remaining Balance	Community Services
Project Number		Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

 Department Director

02-01-2012

Date

Previous Ordinance or Resolution # _____

 City Attorney

2-2-12

Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher
 Finance and Internal Services Director

2-7-2012

Date

02-01-12 P04:17 RCVD
 Received in City
 Clerk's Office
 King

Don Man
 Chief of Staff

2-9-12

Date

Received in
 Mayor's Office
 ENTERED
 2/13/12
 PH

 Mayor

2/9/12

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: February 2, 2012

Subject: Approval of a Budget Adjustment for the Community Services Division

PROPOSAL:

Community Services would like to recognize donation revenue that was received from citizens in 2011 for the Ranger's Pantry Pet Food Bank through the Purrfect Howliday Donation Drive, matching funds from an anonymous donor, and 2011 donation revenue from citizens for the Senior Giving Tree event.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Community Services Donation Revenue for Ranger's Pantry Pet Food Bank and the Senior Giving Tree event.

BUDGET IMPACT:

Increase the Community Outreach Projects account by \$4928 for Ranger's Pantry Pet Food Bank and the Senior Giving Tree event.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$4,928.00 REPRESENTING DONATION REVENUE TO THE RANGER'S PANTRY PET FOOD BANK THROUGH THE HOWLIDAY DONATION DRIVE, MATCHING FUNDS FROM AN ANONYMOUS DONOR, DONATION REVENUE TO THE SENIOR GIVING TREE EVENT, AND EXPRESSING GRATITUDE FOR THE DONATIONS

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 \$4,928.00 representing donation revenue to the Ranger's Pantry Pet Food Bank through the Howliday Donation Drive, matching funds from an anonymous donor, and donation revenue to the Senior Giving Tree event.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere gratitude for these donations.

PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

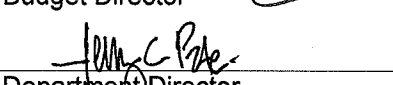
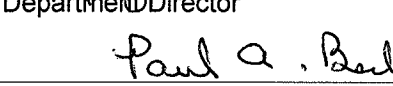
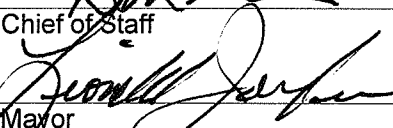
A. 6 V11.0425
Ranger's Pantry Donation Revenue

Page 4 of 4

Budget Year 2012	Division: Community Services Department: Development Services	Request Date 2/1/2012	Adjustment Number
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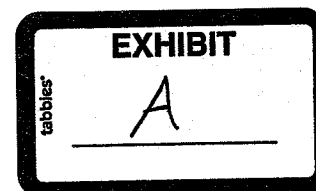
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Community Outreach Projects account by \$4928 to recognize 2011 donation revenue for Rangers Pantry and the Senior Giving Tree event.

 Division Head	<u>2/1/12</u> Date	Prepared By: <u>Rachel</u>	
 Budget Director	<u>2-5-12</u> Date	Reference: _____	<i>rafiels</i>
 Department Director	<u>02-01-2012</u> Date	Budget & Research Use Only	
 Finance Director	<u>2-8-2012</u> Date	Type: A B C <u>D</u> E P	
 Chief of Staff	<u>2-9-12</u> Date	General Ledger Date _____	
 Mayor	<u>2/9/12</u> Date	Posted to General Ledger _____	Initial _____ Date _____
		Checked / Verified _____	Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	4,928	4,928	Project.Sub Number
		Increase / (Decrease) Expense	Revenue	
Community Outreach Projs	2180.4945.5390.01	4,928		12003. 1
Use of fund balance	2180.0918.4999.99		4,928	.
				.
				.



City of Fayetteville Staff Review Form

A. 7
Animal Services Donation Revenue
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

2/21/2012

City Council Meeting Date
Agenda Items Only

Justine Middleton

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Recognize donation revenue to Animal Services for the 4th quarter of 2011, including a generous gift of \$25,000 from the estate of Ms. Julia Hicks. Approval of a Budget Adjustment in the total amount of \$48,220.

\$48,220

Cost of this request

\$

-

Category / Project Budget

Animal Services Donations

Program Category / Project Name

see attached detail

Account Number

\$

-

Funds Used to Date

Animal Services Project

Program / Project Category Name

see attached detail

Project Number

\$

-

Remaining Balance

General

Fund Name

Budgeted Item



Budget Adjustment Attached

☒

Wm C. B...
Department Director

02-02-2012
Date

Previous Ordinance or Resolution #

K. King
City Attorney

Feb 3, 2012
Date

Original Contract Date:

Original Contract Number:

Paul A. B...
Finance and Internal Services Director

2-3-2012
Date

Received in City
Clerk's Office

02-02-12 P02:07 RCVD

Alvin Man
Chief of Staff

2-3-12
Date

Received in
Mayor's Office

Freddie Jordan
Mayor

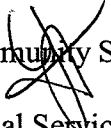
2/6/12
Date



Comments: Staff recommends approval of the budget adjustment in the amount of \$48,220.00

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Yolanda Field, Dir. Community Services; Jeremy Pate, Dir. Community Development 

From: Justine Middleton, Animal Services Superintendent

Date: February 1, 2012

Subject: Approval of a Budget Adjustment for Animal Services Division 

PROPOSAL:

Animal Services would like to recognize donation revenue from the fourth quarter of 2011. These funds are donated by private citizens and organizations to benefit the animals cared for by Animal Services. In the fourth quarter we also received a \$25,000 donation from the estate of Julia Hicks and we want to express our gratitude for this very generous gift.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Animal Services Donation Revenue for the fourth quarter of 2011.

BUDGET IMPACT:

Recognize Animal Shelter Donations in the amount of \$48,220.00

RESOLUTION NO. _____

A RESOLUTION TO THANK THE ESTATE OF JULIA HICKS FOR A \$25,000.00 DONATION TO THE FAYETTEVILLE ANIMAL SHELTER, TO THANK THE OTHER GENEROUS CITIZENS FOR THEIR ADDITIONAL DONATIONS OF \$23,220.00 TO THE FAYETTEVILLE ANIMAL SHELTER IN THE FOURTH QUARTER OF 2011 AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$48,220.00 TO RECOGNIZE THIS REVENUE

WHEREAS, the Estate of Julia Hicks made a generous donation of \$25,000.00 to the Fayetteville Animal Shelter and Animal Services; and

WHEREAS, other generous citizens have made donations to the Fayetteville Animal Shelter totaling another \$23,220.00 in the Fourth Quarter of 2011.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby thanks the Estate of Julia Hicks for a \$25,000.00 donation to the Fayetteville Animal Shelter and further thanks the other generous citizens for their additional \$23,220.00 in donations to the Fayetteville Animal Shelter in the fourth quarter of 2011 and approves a budget adjustment in the amount of \$48,220.00 to recognize this revenue.

PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

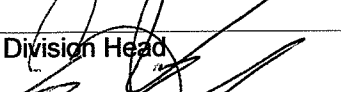
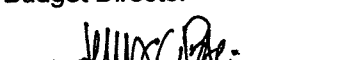
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

A. 7 **V11.0425**
Animal Services Donation Revenue
Page 4 of 4

Budget Year 2012	Division: Animal Services Department: Development Services	Request Date 2/1/2012	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION	
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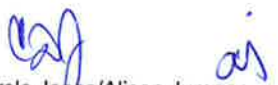
Recognizing donation revenue to the Fayetteville Animal Shelter from the fourth quarter of 2011.

	<u>2/1/12</u>	Prepared By: <u>Justine Middleton</u>		
Division Head	Date		<i>jmiddleton</i>	
	<u>2/3</u>	Reference: _____		
Budget Director	Date		Budget & Research Use Only	
	<u>02.01.2012</u>	Type: A B C D E P		
Department Director	Date			
<u>Paul A. Beebe</u>	<u>2-3-2012</u>	General Ledger Date	_____	
Finance Director	Date			
	<u>2-6-12</u>	Posted to General Ledger	_____	
Chief of Staff	Date		Initial	Date
	<u>2/6/12</u>	Checked / Verified	_____	
Mayor	Date		Initial	Date

[illegible]

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

2/21/2012

City Council Meeting Date
Agenda Items Only
Carole Jones/Alison Jumper
Submitted By

Park Planning

Division

Parks and Recreation

Department

Action Required:

Parks and Engineering staff request approval of Amendment No. 1 pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5268 with the Watershed Conservation Resource Center in an amount NTE \$25,201 and approval of a budget adjustment to repair portions of Niokaska Creek riparian corridor through Sweetbriar Park and surrounding properties that were damaged during the flooding in April 2011 (see attached memo).

\$	15,041.00
\$	5,180.00
\$	4,980.00

Cost of this request

\$	216,202.00
\$	15,896.00
\$	439,317.00

Category / Project Budget

Niokaska Creek Stream Restoration Demonstration
Niokaska Creek Stream Restoration Demonstration
Stormwater Quality Management/Nutrient Reduction

Program Category / Project Name

4470.9470.5806.00
2250.9256.5314.00
4470.9470.5817.00

Account Number

\$	195,058.90
\$	2,605.50
\$	289,316.97

Funds Used to Date

Sales Tax Capital Improvements
Park Land Dedication Funds (NW)
Sales Tax Capital Improvements

Program / Project Category Name

09025.0901
09025.0901
02097.1

Project Numbers

\$	21,143.10
\$	13,290.50
\$	150,000.03

Remaining Balance

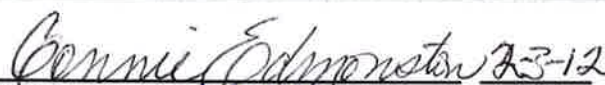
Sales Tax/Grant
Park Land Dedication Funds (NW)
Sales Tax

Fund Name

Budgeted Item

☒

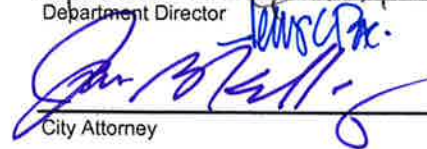
Budget Adjustment Attached

☒

 Department Director

Date

Previous Ordinance or Resolution # 5268

Original Contract Date:


 City Attorney

Date

Original Contract Number:

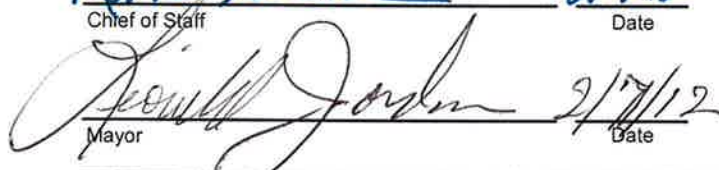

 Finance and Internal Services Director

Date

Received in City
Clerk's Office

 Chief of Staff

Date

Received in
Mayor's Office

 Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *CE*
Jeremy Pate, Development Services Director *JP*
Alison Jumper, Park Planning Superintendent *aj*

From: Carole Jones, Park Planner II *CJ*

Date: February 3, 2012

Subject: **Repair portions of Niokaska Creek riparian corridor through Sweetbriar Park and surrounding properties that were damaged during the flooding in April 2011**
Agenda Request for February 21, 2012 Meeting

PROPOSAL:

Sweetbriar Park contains 4.05 acres and is located at 2645 E. Sweetbriar Drive. The park is situated in the northeast quadrant of town east of Old Missouri Road and south of Joyce Boulevard. Niokaska Creek, a tributary to Mud Creek, flows through Sweetbriar Park. The creek is located within the Illinois River Watershed.

On September 1, 2009, the City Council passed Ordinance Number 5268 approving a Memorandum of Understanding (MOU) with the Watershed Conservation Resource Center to restore an approximately 1,600-foot section of Niokaska Creek that was incised and had several banks eroding into the park land and surrounding residential yards (see attached ordinance).

Construction of the original project was completed in March 2011. WCRC designed the original project and performed the construction observation working closely with the contractors. Severe flooding occurred in Washington County in April 2011, only one month following construction. Although the project successfully protected City park land and surrounding properties, damage to the project occurred in several locations and the damage should be addressed to maintain the integrity of the project.

Staff is requesting approval of Amendment No. 1 pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5268 with the Watershed Conservation Resource Center. This amendment includes repairing a portion of a previously constructed streambank restoration project along a section of Niokaska Creek in Sweetbriar Park and surrounding properties. Repairs to rock structures and adjacent constructed floodplains will be made. Native plant species will be replanted in the affected areas to create a healthy riparian corridor along the stream corridor. The scope of the amendment generally includes the design of the repairs, implementation and project administration including financial tracking and reporting, procurement of

contractors and materials, and coordination among project partners and contractors. All procurement measures must follow procedures approved by the City of Fayetteville.

A portion of the project which is located along the park property is eligible for funding from FEMA. The remainder of the repairs are not eligible for funding from FEMA because the structures are located within the channel of the stream or are located on private property.

RECOMMENDATION:

Parks and Engineering staff request approval of Amendment No. 1 pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5268 with the Watershed Conservation Resource Center in an amount NTE \$25,201 and approval of a budget adjustment to repair portions of Niokaska Creek riparian corridor through Sweetbriar Park and surrounding properties that were damaged during the flooding in April 2011.

BUDGET IMPACT:

The cost of \$25,201 is accounted for in project numbers 09025.0901 - Niokaska Creek Stream Restoration Demonstration (\$20,221) and 02097.1 - Stormwater Quality Management/Nutrient Reduction (\$4,980).

Attachments:

Staff Review Form
Ordinance No. 5268
Amendment No. 1
Purchase Requisition
Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NO. 1 TO A MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER (WCRC) IN AN AMOUNT NOT TO EXCEED \$25,201.00 TO REPAIR PORTIONS OF THE NIOKASKA CREEK RIPARIAN CORRIDOR THROUGH SWEETBRIAR PARK AND SURROUNDING PROPERTIES DAMAGED IN APRIL 2011 FLOODS, 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 approves Amendment No. 1 to a Memorandum of Understanding with the Watershed Conservation Resource Center (WCRC) in an amount not to exceed \$25,201.00, a copy of which is attached as Exhibit "A", to repair portions of the Niokaska Creek riparian corridor through Sweetbriar Park and surrounding properties damaged in April 2011 floods.

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 "B".

PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AMENDMENT NO. 1

REPAIR OF NIOKASKA STREAM RESTORATION PROJECT IN SWEETBRIAR PARK

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Amendment is written pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5268 executed on September 1, 2009. The referenced MOU pertains to a stream restoration project and associated services with the Watershed Conservation Resource Center (WCRC) for the Niokaska Stream Restoration in Sweetbriar Park. This Amendment entered into and executed on the date indicated below the signature block by and between the City of Fayetteville and the Watershed Conservation Resource Center sets forth the project description, project schedule and associated fees for these services related to the Repair of the Niokaska Creek Stream Restoration located in Sweetbriar Park.

Section I - Project Description

This project consists of repairs to a previously constructed streambank restoration project along a section of Niokaska Creek in Sweetbriar Park and surrounding properties. WCRC originally designed the project and performed the construction observation working closely with the contractors. Severe flooding occurred in Washington County in April 2011, only one month following implementation of the project. Although the project successfully protected City park land, damage to the project occurred in several locations and the damage should be addressed to maintain the integrity of the project. Repairs to rock structures and adjacent constructed floodplains will be made. Native plant species will be replanted in the affected areas to create a healthy riparian corridor along the stream corridor.

Section II - Project Timeframe

The project must be completed by or before October 12, 2012. Construction is anticipated to begin in March 2012 and be complete by September 30, 2012.

Section III - Scope of Services

- Project administration includes financial tracking and reporting, procurement of contractors and materials, and coordination among project partners and contractors. All procurement measures must follow procedures approved by the City of Fayetteville.
- A repair plan including all technical design elements will be developed.
- Implementation of streambank restoration repair includes obtaining U.S. Army Corps of Engineers and ADEQ authorization, coordinating construction material deliveries,



securing equipment and contractor, overseeing heavy equipment construction, performing minor construction, and re-vegetating site.

Section IV - Fees and Payments

WCRC will perform the above-referenced Scope of Services for a total cost NTE \$25,201. A breakdown of the estimated project expenses is shown in Attachment 1.

Section V - Memorandum of Understanding in Effect

Except as amended specifically herein, the Memorandum of Understanding Fayetteville shall remain in full force as originally approved.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE

By: _____
Mayor Lioneld Jordan

Attest: _____
Sondra Smith, City Clerk

Date: _____

FOR WATERSHED CONSERVATION RESOUCES CENTER

By: Sandi Formica
Sandi Formica

Attest: [Signature]

Date: Feb 2, 2012

Attachment 1

Estimated Project Budget for Niokaska Creek Stream Restoration Repairs at Sweetbriar Park

	Task	Item	Units	Qty	Unit Cost (\$)	Estimated Cost (\$)
Downstream Repairs for Niokaska Creek Through Sweetbriar Park	Repair of Area Near Waterline	Coarse Fill	yd ³	70	40	\$2,800.00
		Large Boulders	ton	20	56	\$1,120.00
		Top Soil	yd ³	40	25	\$1,000.00
		Excavator ¹	hr.	16	200	\$3,200.00
		Skidsteer ¹	hr.	16	125	\$2,000.00
	Protect Park Wetland Upstream	Rock Sill	ton	16	56	\$896.00
		Excavator ¹	hr.	5	200	\$1,000.00
		Skidsteer ¹	hr.	5	125	\$625.00
	Repair Downstream Vanes	Excavator	hr.	4	200	\$800.00
	Site Finishing	Labor	hr.	40	40	\$1,600.00
			FEMA Funds (incl Mitigation)			\$15,041.00
Design and Construction Oversight	Engineer PE	hr.	28	85	\$2,380.00	
	Project Manager	hr.	28	100	\$2,800.00	
			City Funds (Parks) Total			\$5,180.00
Upstream Repairs (Private Property)						
	Repair Upstream Bench	Top Soil	yd ³	20	25	\$500.00
		Labor	hr.	40	40	\$1,600.00
		Jute Fiber Roll	ea.	1	100	\$100.00
	Equipment and Operator	Excavator ¹	hr.	4	200	\$800.00
		Skidsteer ¹	hr.	4	125	\$500.00
	Design and Construction Oversight	Engineer PE	hr.	8	85	\$680.00
		Project Manager	hr.	8	100	\$800.00
			City Funds (Engr) Total			\$4,980.00
Total Cost					\$25,201.00	

¹ Cost includes equipment, fuel, and operator

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

A. 8 V11.0425
Watershed Conservation Resource
Center (WCRC) Amendment No. 1
Page 8 of 12

Budget Year 2012	Division: Parks & Recreation Department: Parks & Recreation	Request Date 2/2/2012	Adjustment Number
----------------------------	--	---------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A budget adjustment to allocate funding from FEMA to Niokaska Creek Stream Resoration Demonstration in the amount of \$16,982. Moving \$11,000 in funding from the 2012 Project that had been allocated for Niokaska Creek in order to track the total project.

Alison Jumper <i>Alison Jumper</i> 2/2/2012 Division Head Date <i>[Signature]</i> 2-7-12 Budget Director Date Connie Edmonston <i>Connie Edmonston</i> 2/2/2012 Department Director Date <i>Paul A. Beiler</i> 2-7-2012 Finance Director Date <i>Don Martin</i> 2-7-12 Chief of Staff Date <i>Donald J. [Signature]</i> 2/7/12 Mayor Date	Prepared By: <u>Tracie Martin</u> Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger Initial Date Checked / Verified Initial Date
--	--

TOTAL BUDGET ADJUSTMENT

		16,982	16,982	Project.Sub Number
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	
Park improvements	4470.9470.5806.00	16,982		09025 . 0901
Trans from Replacement	4470.0947.6602.27		16,982	11020 . 4470
Greenspace Fees NE	2250.0925.4419.01		11,000	09025 . 0901
Greenspace Fees NE	2250.0925.4419.01		(11,000)	02013 . 1201
Contract services	2250.9256.5315.00	11,000		09025 . 0901
Contract services	2250.9256.5315.00	(11,000)		02013 . 1201
				:
				:



ORDINANCE NO. 5268

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER (WCRC) IN THE AMOUNT OF \$188,000.00 FOR A STREAM RESTORATION DEMONSTRATION PROJECT ON NIOKASKA CREEK THROUGH SWEETBRIAR PARK.

WHEREAS, the Watershed Conservation Resource Center possesses unique expertise and resources ideally suited to meet the City of Fayetteville's need for stream restoration as part of the Stormwater Phase II permit requirements; and

WHEREAS, the Watershed Conservation Resource Center 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:

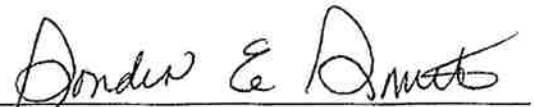
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center (WCRC) in the amount of \$188,000.00 for a Stream Restoration Demonstration Project on Niokaska Creek through Sweetbriar Park.

PASSED and APPROVED this 1st day of September, 2009.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer

ORDINANCE NO. 5268

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER (WCRC) IN THE AMOUNT OF \$188,000.00 FOR A STREAM RESTORATION DEMONSTRATION PROJECT ON NIOKASKA CREEK THROUGH SWEETBRIAR PARK.

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Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center (WCRC) in the amount of \$188,000.00 for a Stream Restoration Demonstration Project on Niokaska Creek through Sweetbriar Park.

PASSED and APPROVED this 1st day of September, 2009.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer

City Of Fayetteville - Purchase Order (PO) Request

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

Vendor #: 16441 Vendor Name: Watershed Conservation Resource Center

Address: 380 W. Rock St. Fob Point:

City: Fayetteville State: AR

Requester: Carole Jones, Park Planner II

Requester's Employee #: 3003

Zip Code: 72701 Ship to code:

Requester's Employee #: 3003

Requester's Employee #: 3003

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Requester's Employee #: 3003

Requester's Employee #: 3003

Requisition No.: Date: 2/21/2012 Expected Delivery Date:

P.O Number:

Mail Yes: No: Quotes Attached Yes: No:

Division Head Approval: Extension: 472

Project/Subproject # Inventory # Fixed Asset #

Account Numbers

Extended Cost

Unit Cost

Unit of Issue

Quantity

Description

1 Niokaska Stream Restoration Repair in Sweetbriar Park

2 Niokaska Stream Restoration Repair in Sweetbriar Park

3 Niokaska Stream Restoration Repair in Sweetbriar Park

Shipping/Handling

Special Instructions:

Tax is included in the contract price.

Subtotal: \$25,201.00

Tax: \$25,201.00

Total: \$25,201.00

Approvals:

Mayor:

Finance & Internal Services Director:

Dispatch Manager:

Department Director:

Budget Manager:

Utilities Manager:

Purchasing Manager:

IT Manager:

Other:

Revised 1/2/2008

Page 12 of 12

City of Fayetteville Staff Review Form

A. 9
Repeal Resolution No. 117-00
Page 1 of 8

City Council Agenda Items
and
Contracts, Leases or Agreements

2/21/2012

City Council Meeting Date
Agenda Items Only

Paul A Becker

Submitted By

Finance

Division

Finance and Internal Services

Department

Action Required:

This request is to rescind Resolution 117-00 which would allow the Administration to eliminate the convenience fee for payments received by the City through the Cities financial system. This would result to the initial loss of approximately \$103,000 but would encourage efficiencies in processing payments and result in the delay of future staff increases.

\$103,000

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

☐

Paul A. Becker

Department Director

2-7-2012

Date

Previous Ordinance or Resolution #

Original Contract Date:

K. M. ...

City Attorney

2-7-2012

Date

Original Contract Number:

Paul A. Becker

Finance and Internal Services Director

2-7-2012

Date

Received in City Clerk's Office 02-07-12 A11:00 RCVD

Don M. ...

Chief of Staff

2-7-12

Date

Received in Mayor's Office

ENTERED
2/7/12
PH

Forrest J. ...

Mayor

2/7/12

Date

Comments:



CITY COUNCIL AGENDA MEMO

To: The City Council

Thru: Mayor Jordan

From: Paul A Becker

Date: 2/7/2012

Subject: Elimination of the credit card convenience fee for credit card payments

PROPOSAL:

As you are well aware, the most frequent complaint we all receive concerning the billing system is "why the City charges a convenience fee for the use of a credit card". Since Mayor Jordan was elected he has been communicating his desire to eliminate this fee. Additionally, most of you as Council members have expressed to the administration the desire to eliminate this fee. Although, I initially recommended the fee be eliminated as a part of a rate change, because of new systems developed by the City which expand the ability of citizens to pay amounts due the City by credit card, I now believe and have recommended to the Mayor that this is the appropriate time to eliminate the fee. The Mayor has always supported the elimination of the fee as many of you have. To accomplish this, resolution 117-00 must be rescinded by the Council.

The arguments against the use of a convenience fee are as follows:

- The processing cost to the City are reduced if an account is paid by credit card since there is little manual handling required.
- If the City is truly supporting a greener economy, the avoidance of a credit card fee encourages the use of a check which must be mailed requiring the use of paper. Thus requiring less paper, mail processing, routing, and transportation to City Hall or Post Office to mail the payment.

These are strong reasons that support the need to eliminate the convenience fee.

RECOMMENDATION:

Therefore, on behalf of Mayor Jordan, I am requesting the City Council rescind resolution 117-00 which would allow us to eliminate the convenience fee on credit card payments paid through City maintained systems.

BUDGET IMPACT:

The initial impact of this request will result in a loss of \$103,000 in convenience fee collections. However, the elimination of the fee will encourage the use of credit card payment which will reduce the need for manual intervention. This will in turn defer the need to expand personnel to accommodate our growing customer base to future periods. It will also reinforce the Cities commitment to encourage the reduction of paper used associated with payment by check.

RESOLUTION NO. _____

A RESOLUTION TO REPEAL RESOLUTION NO. 117-00 AND TO
AUTHORIZE THE ADMINISTRATION TO FORGO REQUIRING
CUSTOMERS USING A CREDIT OR DEBIT CARD TO PAY A
"CONVENIENCE FEE" FOR SUCH USAGE

WHEREAS, the administration believes it would be more efficient and cost effective to
end the requirement of the current "convenience fee" charged to credit and debit card customers.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals
Resolution No. 117-00 and authorizes the Administration to forgo requiring customers using a
credit or debit card to pay a "convenience fee" for such usage.

PASSED and **APPROVED** this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor
Don Marr, Chief of Staff
Paul Becker, Finance Director
Marsha Hertweck, Accounting Director
Rainy Laycox, Billing and Collection Manager

FROM: **Kit Williams**, City Attorney

DATE: **January 6, 2010**

RE: **Requiring Service Charge Payment for Credit Card Use**

A decade ago, Budget Director Stephan Davis wrote a memo to Mayor Hanna and the City Council supporting the allowance of use of credit cards by water and sewer customers. In this memo, Mr. Davis stated categorically:

“The City is prohibited by state statute from absorbing the discount fees assessed by credit card companies for transactions paid with credits cards.”

In 2006, I was asked about this and informed the Billing and Collections Manager and Accounting Manager that the statute cited by Mr. Davis in support of his statement did not “require the City to charge a service fee for credit cards used to pay water bills.”

I did point out that the City policy has been established by Resolution No. 117-00 which states:

“A convenience fee shall be charged for such use of a credit (debit) card in the amount more or less equivalent to the discount fee charged by the servicing bank or financial institution.”

In my memo of September 26, 2006, I then stated:

“We are required to abide by this Resolution. I could find no absolutely clear statutory requirement to charge a service fee for water, sewer or sanitation fees in the Arkansas Code.”

It could be argued that without charging this “convenience fee”, the City would not be **collecting** the minimum rate set by our water, sewer, and solid waste rate ordinances, even though the customer would be **paying** the minimum rate. Our collection would be slightly less than the payments.

A.C.A. §14-234-103 **Improvements; issuance of bonds** states: “The ordinance shall fix the minimum rate or rates for water to be **collected** prior to payment of all of the bonds” (emphasis added) Without charging the existing “convenience fee”, the City would technically not be **collecting** the minimum rate. This chapter of the State Code deals primarily with bonds for water works and their repayment. The more detailed sewer requirements are found in A.C.A. §14-235-223 which uses “paid” rather than “collected.”

CONCLUSION

Unless allowing the use of credit card payments without the additional “convenience fee” would endanger our water revenue bond payments, I do not believe there is a statutory requirement for such “convenience fee.”

In my memo of September 26, 2006, I then stated:

“We are required to abide by this Resolution. I could find no absolutely clear statutory requirement to charge a service fee for water, sewer or sanitation fees in the Arkansas Code.”

It could be argued that without charging this “convenience fee”, the City would not be **collecting** the minimum rate set by our water, sewer, and solid waste rate ordinances, even though the customer would be **paying** the minimum rate. Our collection would be slightly less than the payments.

A.C.A. §14-234-103 **Improvements; issuance of bonds** states: “The ordinance shall fix the minimum rate or rates for water to be **collected** prior to payment of all of the bonds ...” (emphasis added) Without charging the existing “convenience fee”, the City would technically not be **collecting** the minimum rate. This chapter of the State Code deals primarily with bonds for water works and their repayment. The more detailed sewer requirements are found in A.C.A. §14-235-223 which uses “paid” rather than “collected.”

CONCLUSION

Unless allowing the use of credit card payments without the additional “convenience fee” would endanger our water revenue bond payments, I do not believe there is a statutory requirement for such “convenience fee.”

RESOLUTION NO. 117-00

**SCANNED
MICROFILMED**

**A RESOLUTION ALLOWING CREDIT /DEBIT CARDS TO BE
USED WHEN MAKING CERTAIN PAYMENTS TO THE CITY
OF FAYETTEVILLE, AND ESTABLISHING A CONVENIENCE
FEE FOR SUCH USE.**

WHEREAS, §34.02, Collection of Funds, of the Code of Fayetteville, provides that the department of finance shall have the responsibility for collection of funds for the City of Fayetteville in accordance with the rules and regulations adopted by the City Council, and;

WHEREAS, the City Council wishes to amend the rules and regulations to allow for the use of credit/debit card and to establish a convenience fee for such use.

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

Section 1. Credit/debit cards may be used for the payment of utility deposits, monthly utility bills, municipal court fines and fees, park fees, and other City fees. A convenience fee shall be charged for such use of a credit/debit card in an amount more or less equivalent to the discount fee charged by the servicing bank or financial institution.

PASSED AND APPROVED this 15th day of August, 2000.

APPROVED:

By: _____

Fred Hanna, Mayor

By: _____

Heather Woodruff, City Clerk



City of Fayetteville Staff Review Form

B. 1
Amend §176.03 Exemptions
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

2/7/2012

City Council Meeting Date
Agenda Items Only

Leif Olson

Submitted By

Planning

Division

Development Services

Department

Action Required:

ADM 12-4031: (CHAPTER 176: OUTDOOR LIGHTING AMENDMENT): Submitted by Staff to exempt the use of decorative strands of individual lights (Christmas lights) from the requirements of the Outdoor Lighting Chapter of the Unified Development Code.

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

☐

W. C. Pate
Department Director

01-18-2012

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

K. J. Pate
City Attorney

Jan 24, 2012

Date

Paul A. Becker
Finance and Internal Services Director

1-24-2012

Date

Received in City 01-19-12 P03:24 RCVD
Clerk's Office

Alan Mann
Chief of Staff

1-24-12

Date

Received in
Mayor's Office

David Jordan
Mayor

1/25/12

Date



Comments:

Left on the Second Reading at the 2/7/12 CC mtg.

Revised January 15, 2009

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Leif Olson, Associate Planner *LO*

Date: January 18, 2012

Subject: ADM 12-4031UDC Chapter 176, Outdoor Lighting

RECOMMENDATION

Staff recommends approval of an ordinance to amend Unified Development Code Chapter 176, Outdoor Lighting (ADM 12-4031).

BACKGROUND

The City first adopted the Outdoor Lighting ordinance in 2005 with the purpose of protecting the privacy of property owners from the potential for glare and light trespass from adjacent properties, and to reduce atmospheric light pollution while allowing for flexibility in the style and array of light fixtures through efficient and cost effective lighting. Subsequently, this ordinance was amended in 2007 to allow for the up-lighting of architectural and landscape features. The ordinance exempts a number of uses for outdoor lighting such as; single and two-family residential dwellings, navigation lights, emergency lighting, the lighting of flags and accent lighting of landscape and architectural elements. However, the use of seasonal decorative lighting, or Christmas lights, was limited to a 60 day period.

Since the adoption of this ordinance, the City has required a number of businesses to remove or discontinue the use of Christmas lights after the holiday season. These businesses were typically using this lighting to accent landscaping or structural elements of their building or grounds such as patio spaces. Additionally, the City has received a lot of positive feedback requesting that the red Christmas lights on the tree in the Square Gardens remain year round which would not be permitted under the current ordinance.

PROPOSAL

It is Staffs opinion that certain uses of this type of lighting is not detrimental or at cross purposes with the intent of the Outdoor Lighting Ordinance. Therefore, staff proposes amending the Outdoor Lighting ordinance to exempt the use of strands of decorative lights for patio spaces associated with restaurants and bars and for the lighting of one tree within the Square Gardens.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §176.03 EXEMPTIONS OF THE OUTDOOR LIGHTING CHAPTER OF THE U.D.C. TO ALLOW THE LIGHTS TO REMAIN ON A TREE ON THE SQUARE AND TO ALLOW ACCENT LIGHTING ON RESTAURANT AND BAR PATIOS

WHEREAS, City Staff desires to leave the decorative light strands on one of the trees on the Square year-round to accent this tree throughout the year; and

WHEREAS, restaurant and bar owners have requested to be allowed to use strands of individual, low-intensity, decorative white lights on their patios during normal business hours.

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 amends §176.03 **Exemptions** of the Unified Development Code by enacting a new subsections §176.03 (J) (7) and (8) as shown below:

“§176.03(J)(7). The Fayetteville Parks and Recreation Department may place decorative light strands upon one tree within the Square Garden area for year-round accent lighting.

(8) Strands of individual, low-intensity, white decorative lights used to illuminate the outdoor patio space of bars and restaurants during their normal business hours.”

PASSED and APPROVED this 7th day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Clerk - Fwd: Red lights on tree at OPO

From: Sarah Lewis <sarahelainelewis@gmail.com>
To: Sondra Smith <city_clerk@ci.fayetteville.ar.us>
Date: 2/6/2012 11:07 PM
Subject: Fwd: Red lights on tree at OPO

Hello Sondra,
Please pass along to the Council.
Thanks!
Sarah

Sarah E. Lewis, Ph.D.
FB&A Working Group Manager
The Sustainability Consortium
Adjunct Professor, UALR
Fayetteville, Arkansas
Ward 4 City Council Member

(479)575-4296 office
(479)263-2087 mobile

Begin forwarded message:

From: "David W. Hart" <greycap@uark.edu>
Date: February 6, 2012 4:41:40 PM CST
To: <sarahelainelewis@gmail.com>
Subject: Red lights on tree at OPO

Ms. Lewis,

I strongly object to the idea coming from the promotional commission to keep the Christmas lights on a tree in front of the Old Post Office all year long. The newspaper quotes Marilyn Heifner as saying that to do so will serve as a link to Crystal Bridges because there is an architectural tree placed in front of the museum. This is ridiculous, and if anyone did make the connection, what would it mean?

I see no difficulty with the other part of the proposal, about modest framing lights around restaurant patios etc., because they are functional and self-explanatory. The lights on the tree, except as part of the annual Festival, are neither.

David W. Hart

1549 Markham

442-7752

Sondra Smith - Fwd: Christmas lights on the square

From: Matthew Petty - Fayetteville Ward 2 <citycouncil@matthewpetty.org>
To: Sondra Smith <ssmith@ci.fayetteville.ar.us>
Date: 2/7/2012 1:04 PM
Subject: Fwd: Christmas lights on the square

Sondra - Could you please forward to the Mayor and the rest of the Council?

Thanks,
-M

On Tue, Feb 7, 2012 at 9:07 AM, Patty and Bob Besom <bbesom@sbcglobal.net> wrote:

Dear Mr. Kinion and Mr. Petty,

Please do not grant an exception and allow the lights on the tree on the square to stay lit beyond the Christmas season. If lit all year, those lights would lose their specialness; in fact, to me, they would become irritating. Imagine strolling around the square on a summer evening, turning the corner, and encountering the brightly lit tree. That would be a sensation to try to block out rather than to enjoy.

Sincerely,

Patty and Bob Besom

15 N. West Avenue

Fayetteville, AR 72701

AGENDA REQUEST

FOR: COUNCIL MEETING OF FEBRUARY 7, 2012

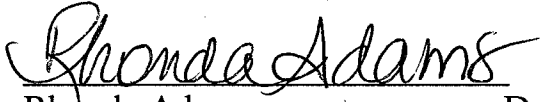
FROM:

ALDERMAN RHONDA ADAMS
ALDERMAN MATTHEW PETTY

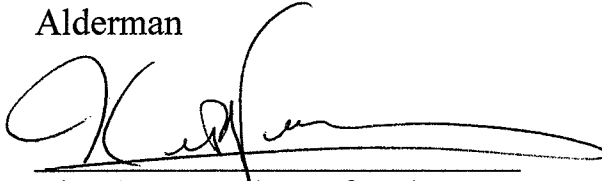
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend The Definition Of "Family" Found In Chapter 151 **Definitions**
Of The Unified Development Code To Allow The City Council To Authorize Up To Five
(5) Unrelated Persons In Some Units Of A Planned Zoning District

APPROVED FOR AGENDA:

 1-31-12
Rhonda Adams Date
Alderman

 1-31-2012
Matthew Petty Date
Alderman

 January 31, 2012
City Attorney (as to form) Date

left on the first Reading at the 2/7/12 CC mtg.

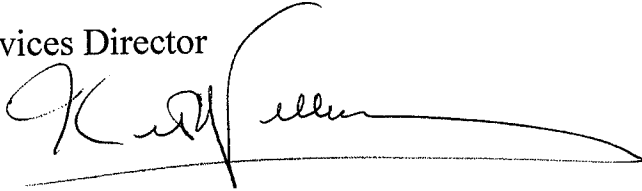
**TO: Mayor Jordan
City Council**

**Kit Williams
City Attorney**

**Jason B. Kelley
Assistant City Attorney**

CC: Jeremy Pate, Development Services Director

FROM: Kit Williams, City Attorney



DATE: January 26, 2012

**RE: Possible affordable option between houses and apartment buildings
within a new PZD**

Alderman Rhonda Adams asked Jeremy and me to consider and work on a possible amendment to the U.D.C.'s definition of "family" in order to facilitate an alternative housing model that would allow higher density than a house, but would be more "home-like" than a standard apartment building. With the U of A's recent announcement that it will continue to strive to grow by over a thousand additional students for the next few years, the City needs to plan to make new, attractive and affordable housing options allowable for our increasing student population to protect our existing single family neighborhoods. Without such an option, our neighborhoods will likely see increasing pressure and problems from over-occupied houses.

To meet this need and Alderman Adams' request, Jeremy and I worked out a possible amendment to the definition of "family" with Rhonda that would increase the maximum number of unrelated persons in a housing unit from 4 to 5 in a specific PZD approved by the City Council in a case by case consideration and with proper safeguards for the surrounding neighborhood. Such safeguards would likely include buffering from other residential housing, limitations as to the number and type of structure allowed ("free standing structure of not more than two stories") and whatever else that the City Council, after listening to public comment, would believe to be appropriate to protect the surrounding neighborhood.

Alderman Rhonda Adams has approved this proposed amendment and submits it for your consideration.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DEFINITION OF "FAMILY" FOUND IN CHAPTER 151 **DEFINITIONS** OF THE UNIFIED DEVELOPMENT CODE TO ALLOW THE CITY COUNCIL TO AUTHORIZE UP TO FIVE (5) UNRELATED PERSONS IN SOME UNITS OF A PLANNED ZONING DISTRICT

WHEREAS, the current definition of "Family" in the Unified Development Code has been in effect over the last decade and has been approved by the United States Department of Housing and Urban Development after being challenged by a landlord or tenant; and

WHEREAS, the current definition of "Family" in the U.D.C. limits the number of unrelated individuals in a housing unit to three (3) for single family districts and four (4) in multifamily districts in order to protect neighborhoods; and

WHEREAS, in rare circumstances and with appropriate safeguards the City Council should be authorized to allow up to five (5) unrelated persons in a unit within a Planned Zoning District designed for such occupancy.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals the current definition of "Family" found in the **Definitions** Chapter of the Unified Development Code and enacts a new definition of "Family" as shown below

"Family. (Zoning) In R-A, Neighborhood Conservation and all single family districts including single family Planned Zoning Districts, a "family" is no more than three (3) persons unless all are related and occupy the dwelling as a single housekeeping unit. In all other zoning districts where residential uses are permitted, a "family" is no more than four (4) persons unless all are related and occupy the dwelling as a single housekeeping unit with the exception that the City Council may permit a definition of "family" as no more than five (5) persons unless all are related and occupy the dwelling as a single housekeeping unit in a specific Planned Zoning District with proper safeguards for the surrounding neighborhood such as requiring that each five person unit must be placed within a freestanding structure of not more than two stories and be

buffered from other residential districts outside the Planned Zoning District. Persons are "related" for purposes of this definition if they are related by blood, marriage, adoption, guardianship, or other duly-authorized custodial relationship. The definition of "family" does not include fraternities, sororities, clubs or institutional groups."

PASSED and **APPROVED** this 7th day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Fayetteville Code of Ordinances

Facilities handling explosives. (Zoning) Any function that involves a process dealing with a product with explosive potential.

Fall zone. (Wireless Communications Facilities) The area within which a tower or antenna might cause damage to persons or property should the tower or antenna be knocked down, blown over or fall on its own.

Family. (Zoning) In single-family residential districts, a family is no more than three persons unless all are related and occupy a dwelling as a single housekeeping unit in the RSF-5 (Residential Single-family - Half Acre), RSF - 1 (Residential Single-family - One acre), RSF - 2 (Residential Single-family - 2 Acre), RSF - 4 (Residential Single-family - 4 Units per Acre), and RSF - 7 (Residential Single-family - 7 Units per Acre) zoning districts. In all other zoning districts where residential uses are permitted, a family is no more than four persons unless all are related and occupy a dwelling as a single housekeeping unit. A family is when all persons are related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship. The definition of family does not include fraternities, sororities, clubs or institutional groups.

FCC. (Wireless Telecommunications Facilities) The Federal Communications Commission.

FEMA. (Physical Alteration of Land) Federal Emergency Management Agency.

Fenestration. (Development) An exterior opening in the surface of a structure, such as a window, door, clerestory window, curtain wall, etc.

Fill. (Physical Alteration of Land) A deposit of earth material placed by artificial means.

First or ground floor. (DDOD). The finished floor facing a street right of way.

Flashing sign. (Signs) An illuminated sign on which artificial or reflected lights is not maintained stationary and constant in intensity and color at all times when in use.

Flood or flooding. (Flood Damage Prevention) A general and temporary condition or partial or complete inundation of normally dry land areas from the overflow of flood waters, or the unusual and rapid accumulation or run-off of surface water from any source.

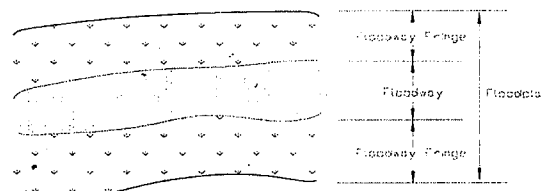
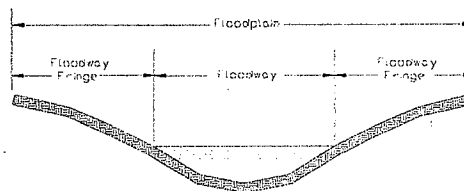
Flood boundary and floodway map. (Flood Damage Prevention) The official map on which the Federal Insurance Administration has delineated both the areas of flood hazards and the floodway.

Flood Insurance Rate Map (FIRM). (Flood Damage Prevention) The official map on which the Federal Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the Floodway.

Flood Insurance Study. (Flood Damage Prevention) The official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

Floodplain. (Stormwater Management, Drainage and Erosion Control) For a given flood event, that area of land that is temporarily covered by water and that adjoins a watercourse. In FEMA regulated, or established floodplains, the floodplains shall mean the area subject to inundation from any source during the regulatory event.

Floodplain or flood-prone area. (Flood Damage Prevention) Areas that are subject to, or are exposed to, flooding and flood damage.



Floodplain management. (Flood Damage Prevention) The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations. (Flood Damage Prevention) Development code, building codes, health regulations, special purpose ordinances (i.e., grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood-proofing. (Flood Damage Prevention) Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or

City Council Agenda Items
and
Contracts, Leases or Agreements

February 21, 2012

City Council Meeting Date
Agenda Items OnlyTerry Gulley
Submitted ByTransportation
DivisionTransportation Services
Department

Action Required:

A resolution designating Joyce Boulevard from College Avenue to Crossover Road as the Honorary Jack Luper Boulevard.

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 ☐Terry Gulley
Department Director2-2-2012
Date

Previous Ordinance or Resolution #

C. Gulley
City Attorney2-3-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Bush
Finance and Internal Services Director2-3-2012
Date

Received in City Clerk's Office 02-03-12 A11:40 RCVD

Kim G.

James A. Mann
Chief of Staff2-6-12
DateReceived in
Mayor's OfficeENTRED
2/6/12
PH

Mayor

2/6/12
Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Don Marr, Chief of Staff
From: Terry Gulley, Transportation Services Director
Date: February 21, 2012

Subject: A resolution designating Joyce Boulevard from College Avenue to Crossover Road as the Honorary Jack Luper Boulevard.

PROPOSAL:

On September 22, 2011, Jack Luper was fatally injured in the work zone after being struck by a vehicle, while working with his crew to repair a section of Joyce Boulevard.

Jack began his career with the City of Fayetteville in 1979 working in the Solid Waste Division. He later transferred to the Transportation Division and advanced to the position of Crew Leader with the asphalt overlay program where he continued to distinguish himself as a dedicated servant of the citizens of Fayetteville over the last 31 years.

It is the intent of the Transportation Division staff and City administration to honor the memory and faithful service of Jack Luper.

RECOMMENDATION:

City staff and administration recommend a resolution for Joyce Boulevard from College Avenue to Crossover Road to be designated the Honorary Jack Luper Boulevard.

This change will be an honorary designation only and will have no impact upon addresses on Joyce Boulevard.

BUDGET IMPACT:

The budget impact for the City of Fayetteville will be approximately \$250.00 for the installation of two new street signs.

RESOLUTION NO. _____

A RESOLUTION DESIGNATING JOYCE BOULEVARD FROM COLLEGE AVENUE TO CROSSOVER ROAD AS THE HONORARY JACK LUPER BOULEVARD

WHEREAS, on September 22, 2011, Jack Luper was fatally injured in a work zone after being struck by a vehicle while working for the City of Fayetteville with his crew to repair a section of Joyce Boulevard; and

WHEREAS, Jack began his career with the City of Fayetteville in 1979 working in the Solid Waste Division; and

WHEREAS, Jack transferred to the Transportation Division and advanced to the position of Crew Leader with the asphalt overlay program where he continued to distinguish himself as a dedicated servant to the citizens of Fayetteville over the last thirty-one (31) years; and

WHEREAS, it is the intent of the staff of the Transportation Division and City Administration to honor the memory and faithful service of Jack Luper by designating a portion of Joyce Boulevard to Jack Luper's honor,

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby designates Joyce Boulevard from College Avenue to Crossover Road as the Honorary Jack Luper Boulevard.

PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

C. 2
Garver, LLC
Page 1 of 62City Council Agenda Items
and
Contracts, Leases or Agreements

2/21/2012

City Council Meeting Date
Agenda Items OnlyDavid Jurgens
Submitted ByParking
DivisionUtilities
Department

Action Required:

Approve a contract with Garver, LLC, not to exceed \$235,900, for the preliminary site evaluation of the downtown/entertainment district parking deck, and approve a \$20,000 contingency and a budget adjustment.

\$ 255,900

Cost of this request

\$ 300,000

Category / Project Budget

Entertainment District Parking Deck

Program Category / Project Name

2130.9132.5314.00

Account Number

\$ -

Funds Used to Date

Entertainment District Parking Deck

Program / Project Category Name

11028.1201

Project Number

\$ 300,000

Remaining Balance

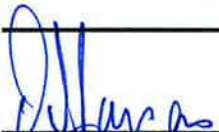
Off-Street Parking

Fund Name

Budgeted Item

Budget Adjustment Attached

XX


 Department Director
3 Feb 12
Date

Previous Ordinance or Resolution # 5457

Original Contract Date:


 City Attorney
2/6/12
Date

Original Contract Number:


 Finance and Internal Services Director
2-8-2012
Date

Received in City Clerk's Office 2-03-12 P03:57 RCVD


 Chief of Staff
2-9-12
Date

Received in Mayor's Office


 Mayor
2/9/12
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: February 3, 2012

Subject: Garver Engineers Parking Deck Site Evaluation and Preliminary Design Contract for \$235,900

RECOMMENDATION

City Staff recommends approving a contract with Garver, LLC, not to exceed \$235,900, for the preliminary site evaluation of the downtown parking deck, and approve a \$20,000 contingency and a budget adjustment.

BACKGROUND

The City of Fayetteville is constructing a parking deck in the downtown area/entertainment district, specifically on one of four City-owned lots within two blocks of Dickson Street to relieve current parking shortfalls and allow for increased parking demand in the area. The deck is expected to contain roughly 300 spaces. A request for qualifications for professional design services was published in November, 2011; eleven statements of qualification were received in December. The selection committee interviewed four firms, ultimately selecting the team led by Garver engineers. Engineering services under this selection will cover all three phases for the overall outcome of a designed parking deck in downtown Fayetteville: Phase 1, Site Selection & Preliminary Design; Phase 2, Schematic Design & Project Development; and Phase 3, Construction Administration Services.

DISCUSSION

This specific contract is for Phase 1, Site Selection & Preliminary Design, with the objective of providing the City Council an impartial comparison of the four sites being considered. This work will include several public input sessions and meetings, including two on site, geotechnical services, conceptual site and functional layouts, and costs associated with each in order to allow the City to make the best informed decision for where the deck will be constructed. Upon completion of this work, a recommendation and report will be presented to the City Council to obtain a decision on the final location for construction. Upon receiving the Council's decision, the next phases of work – design and construction phase services – will be negotiated.

BUDGET IMPACT

Funding for this portion of the contract – preliminary design and site assessment – is coming from existing parking revenues. Funding for the remainder – final design and construction – is programmed to come from a revenue bond that will be issued after the preliminary design and site selection is complete. These funds will be available in project 11028.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$235,900.00 FOR PRELIMINARY SITE EVALUATION, DESIGN, AND CONSTRUCTION ADMINISTRATION OF A DOWNTOWN/ENTERTAINMENT DISTRICT PARKING DECK, APPROVING A \$20,000.00 PROJECT CONTINGENCY, 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 approves a contract with Garver, LLC, a copy of which is attached as Exhibit "A", in an amount not to exceed \$235,900.00 for preliminary site evaluation, design, and construction administration of a downtown/entertainment district parking deck, and approves a \$20,000.00 project contingency.

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 "B".

PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

V11.0425
Garver, LLC
Page 4 of 62

Budget needed to begin site selection for Entertainment District parking deck. Selection committee chose Garver Engineers to do the work on 1/11/2012.

1 of 1

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

Vendor #: 52650		Vendor Name: Garver Engineers		Fob Point:		Requisition No.:		Date: 2/3/2012	
Address:		1088 E. Milsap Road		City: Fayetteville		State: AR		P.O. Number:	
Requester: David Jurgens		Zip Code: 72703		Ship to code:		Division Head Approval:		Expected Delivery Date:	
Requester's Employee #: 490		Account Numbers		Inventory #		Fixed Asset #		No: XX	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Project/Subproject #	Inventory #	Fixed Asset #	No: XX
1	Professional Services	1		235,900.00	\$235,900.00	11028.1201			
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:									
Subtotal:					\$235,900.00				
Tax:									
Total:					\$235,900.00				

Approvals:

Mayor: _____

Finance & Internal Services Director: _____

Dispatch Manager: _____

Department Director: 

Budget Manager: _____

Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER, LLC.

THIS AGREEMENT is made as of _____, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (hereinafter called GARVER).

CITY OF FAYETTEVILLE requires professional engineering services in connection with the site selection, design, and construction supervision of the downtown parking deck. Therefore, CITY OF FAYETTEVILLE and GARVER in consideration of their mutual covenants agree as follows:

GARVER shall serve as CITY OF FAYETTEVILLE's professional engineering and architectural consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of GARVER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of GARVER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of GARVER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF GARVER

- 2.1 General
 - 2.1.1 Perform professional services in connection with the Project as hereinafter stated.

- 2.1.1.1 The Scope of Services to be furnished by GARVER during the design is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.
- 2.1.2 GARVER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. GARVER and CITY OF FAYETTEVILLE agree that GARVER has full responsibility for the engineering services.
- 2.2 Engineering Services – Downtown Parking Deck.
- 2.2.1 Perform engineering services for the site selection, design, and construction supervision as described in the Scope of Services in Appendix A.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of GARVER

- 3.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.2 Assist GARVER by placing at GARVER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.3 Assist GARVER in obtaining access to property reasonably necessary for GARVER to perform its services under this Agreement.
- 3.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by GARVER and render in writing decisions pertaining thereto.
- 3.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Director shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

- 3.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to GARVER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. GARVER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO GARVER

- 5.1 Compensation

- 5.1.1 Downtown Parking Deck

The maximum not-to-exceed amount authorized for this Agreement is **\$235,900**. The CITY OF FAYETTEVILLE shall compensate GARVER for time spent on the project at the rates described in Appendix B for each classification of GARVER's personnel. In addition, reimbursable expenses, including but not limited to printing, courier service, reproduction, travel, and subconsultants shall be paid to GARVER. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B. The rates shown will be increased annually with the first increase effective on or about June 1, 2012.

- 5.1.1.1 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should GARVER establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity, character, or schedule of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

5.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with GARVER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by GARVER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.2 Statements

Statements and progress report for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on GARVER's actual time and reimbursable expenses accrued to the project.

5.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of GARVER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise GARVER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved. However, payment within 30 days is not guaranteed.

5.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, GARVER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by GARVER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against GARVER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, GARVER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

GARVER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and GARVER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of GARVER's services.

6.2 Professional Responsibility

6.2.1 GARVER will exercise reasonable skill, care, and diligence in the performance of GARVER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to GARVER any defects or suspected defects in GARVER's services of which CITY OF FAYETTEVILLE becomes aware, so that GARVER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of GARVER

6.3 Cost Opinions and Projections

Cost opinions and projections prepared by GARVER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on GARVER's experience, qualifications, and judgment as a design professional. Since GARVER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, GARVER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by GARVER.

6.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of GARVER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of GARVER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that GARVER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

- 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to GARVER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of GARVER's default.
- 6.5.4 If termination for default is effected by GARVER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to GARVER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by GARVER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, GARVER shall:
 - 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GARVER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of GARVER to fulfill contractual obligations, it is determined that GARVER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

In the event the services of GARVER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond GARVER's reasonable control, GARVER shall be entitled to additional compensation and time for reasonable costs incurred by GARVER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

GARVER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and GARVER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or GARVER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give GARVER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature

and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and GARVER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President or Chief Engineer of GARVER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to GARVER for services rendered by GARVER.

6.10 Publications

Recognizing the importance of professional development on the part of GARVER's employees and the importance of GARVER's public relations, GARVER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to GARVER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to GARVER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of GARVER's activities pertaining to any such publication shall be for GARVER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and GARVER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Computer Models. GARVER may use or modify GARVER'S proprietary computer models in service of CITY OF FAYETTEVILLE under this agreement, or GARVER may develop computer models during GARVER's service to CITY OF OFAYETTEVILLE under this agreement. Such use, modification, or development by GARVER does not constitute a

license to CITY OF FAYETTEVILLE to use or modify GARVER's computer models. Said proprietary computer models shall remain the sole property of GARVER. CITY OF FAYETTEVILLE and GARVER will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use GARVER's computer models.

6.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. GARVER may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications and other hard copy or electronic media prepared by GARVER as part of the Services shall become the property of CITY OF FAYETTEVILLE when GARVER has been compensated for all Services rendered, provided, however, that GARVER shall have the unrestricted right to their use. GARVER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of GARVER.

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. GARVER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

GARVER, LLC's address:
2049 E. Joyce Blvd, Suite 400
Fayetteville, Arkansas 72703

6.15 Successor and Assigns

CITY OF FAYETTEVILLE and GARVER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor GARVER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.17 Entire Agreement

This Agreement represents the entire Agreement between GARVER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to GARVER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by GARVER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of GARVER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve GARVER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- 7.1.2 GARVER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by GARVER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 GARVER's obligations under this clause are in addition to GARVER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against GARVER for faulty materials, equipment, or work.

7.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and GARVER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

- 7.3.1 GARVER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. GARVER shall also maintain the financial information and data used by GARVER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. GARVER will provide proper facilities for such access and inspection.
- 7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement.

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of GARVER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

GARVER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by GARVER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that GARVER or any of GARVER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to GARVER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this

Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against GARVER as it could pursue in the event of a breach of the Agreement by GARVER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs GARVER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, GARVER 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and GARVER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By : _____
Mayor, Lioneld Jordan

By: Herbert J. Parker
Herbert J. (Bert) Parker, PE

ATTEST:

By: _____
City Clerk

Title: Vice President/Secretary

Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

EXHIBIT A
DOWNTOWN PARKING DECK
SCOPE OF SERVICES

1.0 ENGINEER'S SERVICES

GARVER and its subconsultants that comprise the project team will provide design services to assist the City of Fayetteville in site selection, design and construction of an approximately 300 space parking deck in the downtown area. More specifically, GARVER proposes to accomplish the following:

1.1 PHASE 1 – SITE SELECTION & CONCEPTUAL DESIGN

1.1.1 Data Collection

- A. The project team comprised of representatives from Garver, Carl Walker, Inc., AFHJ Architects, and KB Architects will schedule and participate in meetings with members of the City Staff to determine program goals, design criteria, and development guidelines. At a minimum, the design team will meet with the following City Departments/Divisions:
 - 1. City Administration.
 - 2. Parking Management Division.
 - 3. Development Services Department.
 - 4. Utilities Department.
 - 5. City Council.
- B. The project team will meet with representatives of the Walton Art Center.
- C. Garver will meet and coordinate with all franchise utility companies to obtain an inventory of utilities within the study areas and a written statement regarding the available capacity.
- D. Meeting notes of the data collection meetings will be taken and distributed to all attendees for approval.
- E. Gather information related to historic buildings, cultural factors, natural features, existing zoning and city regulations, mixed use viability, and identify LEED design principles that may impact design and cost.
- F. The project team will visit the four potential sites for the purposes of verifying existing conditions.
- G. The project team will coordinate with the Utilities Director to obtain all studies, reports, drawings, topographical maps, property surveys and other available documents related to the four potential sites.

1.1.2 Public Involvement

The project team will conduct a total of two public involvement meetings. The meetings will be formatted to be walk-in type and be scheduled on the same day, generally 11:00 to 2:00 and 4:00 to 7:00. The City will be responsible for locating and arranging facilities for the public meeting/workshop in the vicinity of the project and be responsible for publishing all public notices.

The project team will prepare all necessary press releases, handouts, questionnaires, and graphic exhibits for the meetings. Public comments will be recorded, evaluated, and included in a Public Meeting Summary Report.

1.1.3 Geotechnical Services

Garver will coordinate and subcontract with Grubbs, Hoskyn, Barton & Wyatt to provide geotechnical investigations and recommendations for all four designated sites as specified in the attached proposal and made a part of this agreement. In general, the scope will include a total of twenty borings approximately 70-ft in depth, evaluation and testing of bore results, evaluation of suitable foundation options, and preparation of an engineering report summarizing the findings and recommendations.

1.1.4 Site Evaluations

Garver will subcontract with Carl Walker, Inc. and AFHJ Architects to perform portions of the site selection services. The scope for the services to be provided by the subconsultants are attached and made a part of this agreement. The scope for the project team will include:

- A. Evaluation of the existing water and sewer facilities in detail based on the information provided by the City to determine improvements necessary to meet fire protection and other loads associated with the parking deck. Coordination will be made with the City of Fayetteville to determine existing water main pressures and fire hydrant flows.
- B. Evaluation of the four identified sites (West Avenue Site, Spring Street Site, Walton Art Center Site, and School Avenue Site) based upon the following criteria:
 - 1. Topography, Utilities, and Environmental Conditions.
 - 2. Interface with surrounding street system.
 - 3. Vehicular and pedestrian ingress/egress.
 - 4. Ability for future parking deck expansion.
 - 5. Construction staging and access considerations.
 - 6. Functional efficiency and construction cost savings for the garage.
 - 7. Passive and active patron safety factors.
 - 8. Impact on neighboring properties.
 - 9. Geotechnical Investigation as it pertains to the structural system for the garage, both for gravity loads and seismic considerations.
 - 10. Impact on current parking revenues.

11. Ability to utilize LEED design principles. In addition, design team to identify potential principles and provide estimated costs for program inclusion consideration.
 12. Architectural Design.
 13. Cultural and Historic Factors.
 14. Zoning/Development Regulations.
- C. Develop conceptual garage functional layouts (maximum of three alternatives per site) in order to evaluate each site relative to garage functionality, capacity and flexibility to meet project goals.
- D. Develop Architectural guidelines and elevations (maximum of four) for each of the four sites adequate for conceptual cost estimating.
- E. Develop conceptual site plans (maximum of four) adequate for conceptual cost estimating.
- F. Develop design criteria based on local and national code requirements including Life Safety Concerns, Open Parking Structure, American Disabilities Act and Wind/Seismic Design Criteria.
- G. Develop an opinion of probable costs (maximum of four) in sufficient detail to be utilized for a comparison of the four sites. More detail cost estimating will be performed on future phases to determine programming costs.

1.1.5 Report Preparation

- A. Prepare a written report that summarizes all of the information collected from the data collection stage, geotechnical recommendations, and findings from the site evaluations.
- B. Develop a pros/cons matrix for each site.
- C. Provide a recommendation of the preferred site.
- D. Prepare a City Council presentation summarizing all findings and recommendations. Presentation will be given by the entire project team at one meeting.

1.2 PHASE 2 – SCHEMATIC DESIGN AND PROJECT DEVELOPMENT

The scope and fee for this portion of the agreement is specifically excluded and will be added by amendment at the request of the City.

1.3 PHASE 3 – CONSTRUCTION ADMINISTRATION SERVICES

The scope and fee for this portion of the agreement is specifically excluded and will be added by amendment at the request of the City.

2.0 CITY OF FAYETTEVILLE

The City of Fayetteville's responsibilities shall include providing the following:

- 2.1 Right of entry to the properties.
- 2.2 Adjacent property owner notifications and public meeting notices.
- 2.3 Previous available surveys, reports, etc.
- 2.4 Paying all plan review fees and advertising costs.
- 2.5 Furnishing all permits and providing permit review fees.
- 2.6 Provide basemap drawing based upon city planimetrics showing contours, structures, right-of-way, property lines, easements, and all utilities including private sewer service connections.
 - a. Utility locations provided by the City of Fayetteville will be derived from GIS.
- 2.7 Spot digging and determination of utilities at critical locations.
- 2.8 Coordination and fees associated with regulatory agencies such as but limited to AHTD, ADH, AQEQ, USACE, ARKUPS, Utility Owners, Property Owners, U.S. Fish and Wildlife, and State Historic Preservation Office.

3.0 EXCLUSIONS

For clarification, our proposed scope of services does not include the following but will be considered as extra work as directed by the City in writing for an additional agreed upon by the City and Garver:

- 3.1 Utility relocation design other than water and sewer.
- 3.2 Vehicular counts of existing traffic.
- 3.3 Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items including site assessments.
- 3.4 Changes to major design elements after previous direction or approval or redesign to accommodate City of Fayetteville's budget after receipt of construction bids that exceed the Engineer's cost opinions.

- 3.5 Record Research and Property Acquisition Documents.
- 3.6 Submittals or deliverables in addition to those listed herein.
- 3.7 Construction materials testing.
- 3.8 PHASE 2 – Schematic Design and Project Development which includes property and topographical surveys, ARKUPS utility marking, City development approval process, architectural renderings, construction plans and documents, and bidding.
- 3.9 PHASE 3 – Construction Administration Services which includes all services during and after construction.

4.0 PROJECT DELIVERABLES

The following will be submitted to the City of Fayetteville, or others as indicated, by Garver:

- 1. Digital copies of meeting meetings to all attendees.
- 2. Two (2) copies of Public Meeting Summary Report.
- 3. Two (2) copies of Geotechnical Report.
- 4. Four (2) copies of the Conceptual Site Plan for the four potential sites.
- 5. Two (2) copies of the Summary Report.
- 6. Electronic files as requested.

5.0 SCHEDULE

The time periods for the performance of GARVER, LLC's Services as set forth in Section 4 of said Agreement are as follows:

<u>Phase Description</u>	<u>Calendar Days</u>
Data Collection	30 calendar days from start date
Geotechnical Investigation	60 calendar days from Geotechnical NTP
Site Evaluations	45 calendar days from City review of Collected Data
Report Preparation	30 calendar days from City review of the Site Evaluation & Geotechnical

6.0 COMPENSATION

The method of payment for Services rendered by GARVER shall be as follows. GARVER, shall invoice the CITY OF FAYETTEVILLE for time spent on the project at the rates described in Appendix B for each classification of Garver's personnel. In addition, reimbursable expenses including but not limited to printing, courier service, reproduction, travel, and subconsultants. The maximum not to exceed amount for all scope items in this project shall be **\$235,900**.

APPENDIX B
Fayetteville Downtown Parking Deck
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 88.00
E-2	\$ 104.00
E-3	\$ 123.00
E-4	\$ 145.00
E-5	\$ 176.00
E-6	\$ 215.00
Planners	
P-1	\$ 106.00
P-2	\$ 124.00
Designers	
D-1	\$ 83.00
D-2	\$ 111.00
Technicians	
T-1	\$ 71.00
T-2	\$ 94.00
Surveyors	
S-1	\$ 42.00
S-2	\$ 52.00
S-3	\$ 70.00
S-4	\$ 99.00
S-5	\$ 127.00
2-Man Crew (Survey)	\$ 160.00
3-Man Crew (Survey)	\$ 200.00
2-Man Crew (GPS Survey)	\$ 180.00
3-Man Crew (GPS Survey)	\$ 220.00
Construction Observation	
C-1	\$ 80.00
C-2	\$ 108.00
C-3	\$ 144.00
Administration	
X-1	\$ 49.00
X-2	\$ 66.00
X-3	\$ 109.00

APPENDIX B

CITY OF FAYETTEVILLE DOWNTOWN PARKING DECK

FEE SUMMARY

Phase 1 - Site Selection	Estimated Fees
<i>Geotechnical Services (Grubbs, Hoskyn, Barton & Wyatt)</i>	\$76,000.00
<i>Architectural Services (AFHJ Architects/KB Architects)</i>	\$64,900.00
<i>Parking Garage Specialist (Carl Walker, Inc.)</i>	\$55,000.00
<i>Prime Consultant - Garver</i>	\$40,000.00
Subtotal for Phase I Services	\$235,900.00

Phase 2 - Schematic Design and Project Development	
<i>Design Development</i>	\$0.00
<i>Project Design</i>	\$0.00
<i>Construction Documents</i>	\$0.00
<i>Bidding and Contract Award</i>	\$0.00
Subtotal for Phase 2 Services	\$0.00

Phase 3 - Construction Administration Services	Estimated Fees
<i>Construction Materials Testing</i>	\$0.00
<i>Construction Phase Services</i>	\$0.00
<i>Project Close-Out</i>	\$0.00
<i>Post-Occupancy Review</i>	\$0.00
Subtotal for Phase 3 Services	\$0.00

APPENDIX B

CITY OF FAYETTEVILLE
DOWNTOWN PARKING DECK

SITE SELECTION SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	T-1	X-1	MANHOURL SUBTOTALS
	hr	hr	hr	hr	hr	hr	hr	hr	hr	
1. Civil Engineering										
Quality Control Plan		1		6						
City Coordination/Data Gathering Meetings		20		4						
Public Involvement Meetings		10								
Project Team Coordination		16		4						
Francise Utility Coordination				12	4					
Conceptual Civil Site Plans (4 sites)		4		20		20		40		
Water/Sewer Evaluations		2		6	20					
Opinion of Probable Costs (4 sites)		2		12		8				
Final City Council Presentation		6		2						
QC Review		6		4						
Subtotal - Civil Engineering	0	67	0	70	24	28	0	40	0	
2. Structural Engineering										
Project Programming	4			6						
Opinion of Probable Costs (4 sites)	6			10						
Subtotal - Structural Engineering	10	0	0	16	0	0	0	0	0	
3. Mechanical Engineering										
Project Programming			8							
Opinion of Probable Costs (4 sites)			8			8				
Subtotal - Mechanical Engineering	0	0	16	0	0	8	0	0	0	
4. Electrical Engineering										
Project Programming		6		8						
Opinion of Probable Costs (4 sites)		8		8						
Subtotal - Electrical Engineering	0	14	0	16	0	0	0	0	0	
Hours	10	81	16	102	24	36	0	40	0	309
Salary Costs	\$2,150.00	\$14,256.00	\$2,320.00	\$12,546.00	\$2,496.00	\$3,168.00	\$0.00	\$2,840.00	\$0.00	\$39,776.00

SUBTOTAL - SALARIES:

\$39,776.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$140.00
Postage/Freight/Courier	\$34.00
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:

\$224.00

TOTAL FEE:

\$40,000.00

AGREEMENT BETWEEN GARVER AND SUBCONSULTANT FOR PROFESSIONAL SERVICES

This is an agreement made as of _____, by and between **GARVER, LLC** (Garver) and **Carl Walker, Inc.** (Subconsultant).

SECTION 1 – GENERAL

Garver has made an agreement dated _____, with the **City of Fayetteville** (Owner) which is herein referred to as the Prime Agreement and which provides for Garver's performing professional services in connection with the Project (Fayetteville Downtown Parking Deck) described therein. Garver hereby engages Subconsultant, to perform for Garver, specific services in connection with said Project in accordance with the terms and conditions of this Agreement between Garver and Subconsultant hereinafter referred to as "this Agreement." Any and all other material pertinent to Subconsultant's services will be provided to the Subconsultant as they become available to Garver.

The Prime Agreement contains certain provisions for performance by Garver as well as other matters. The provisions of the Prime Agreement such as insurance requirements, time of performance, and payment for services shall apply to the Subconsultant as indicated herein.

SECTION 2 – SCOPE OF SERVICES

The Subconsultant will perform services generally described in the attached Scope of Services from the Subconsultant dated January 30, 2012. In the event of a conflict between any of the terms in the Subconsultant's proposal and this Agreement, the terms in this agreement will govern. The Subconsultant's General Terms and Conditions provided in the referenced proposal are expressly rejected.

Requirements for the Subconsultant's time of performance for the attached scope of work shall be consistent with the schedule as outlined in the prime agreement.

Garver is the prime professional with respect to Subconsultant's services to be performed under this Agreement and is responsible for coordinating Subconsultant's services with the services of Garver's staff, any and all regulatory and/or funding agencies that may be involved in the project, and with the Owner.

For additional services outside the scope of services described herein, the Subconsultant and Garver agree to negotiate the fees and related time extensions, if required, in accordance with the scope of services to be determined prior to start of the additional services.

SECTION 3 - PAYMENT

For the work described herein, except as otherwise agreed to in writing by Garver and the Subconsultant, Garver will pay the Subconsultant for time spent on the project, at the rates shown in the Subconsultant proposal for each classification of Subconsultant's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to the Subconsultant under this agreement may not exceed **\$55,000**. The Subconsultant will submit monthly invoice indicating the amount complete. Garver will not be required to pay Subconsultant for work represented by invoices received more than 60 days after the billing period when the work occurred.

Garver will bill the Owner monthly. All Subconsultant bills must be received 10 calendar days prior to the last Friday of the month in order to be included in Garver's invoice to the Owner for that month. Payment to the Subconsultant will be made within 10 days of Garver receiving payment from the Owner for the Subconsultant work included in each invoice.

SECTION 4 - GARVER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by the Subconsultant and informing the Subconsultant of all decisions within a reasonable time so as not to delay the work of the Subconsultant.
2. Making provision for the employees of the Subconsultant to enter public and private lands as required for the Subconsultant to perform necessary preliminary surveys and other investigations.
3. Furnishing the Subconsultant such plans and records of construction and operation of existing facilities, available aerial photography, reports, or copies of the same, related to or bearing on the proposed work as may be in the possession of Garver. Such documents or data will be returned upon completion of the work or at the request of Garver.
4. Giving prompt written notice to the Subconsultant whenever Garver observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Subconsultant's performance under this Agreement.

SECTION 5 - MISCELLANEOUS

5.1 Instruments of Service

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

The Subconsultant retains ownership of the printed hard copy drawings and specifications and the electronic media. Garver is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Subconsultant, shall be without liability to the Subconsultant and the Subconsultant's consultants.

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

5.2 Insurance

The Subconsultant agrees to maintain in force for the life of this Agreement, the following schedule of insurance:

Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
Automobile Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$2,000,000 Each Claim

The Subconsultant shall name City of Fayetteville and Garver, LLC as an additional insured on the Subconsultant's CGL policy.

5.3 Records

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

5.4 Indemnity Provision

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

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

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

5.5 Mediation

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

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

5.6 Debarment and Suspension

The signer of this contract certifies that to the best of his/her knowledge and belief that the company that he/she represents and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions 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 records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (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.

The signer of this contract understands that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

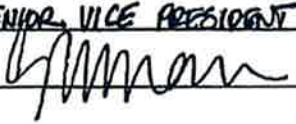
The Subconsultant and Garver each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Subconsultant nor Garver shall assign, sublet, or transfer their interest in this agreement without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

This Agreement is contingent upon the Prime Agreement being executed and will be terminated upon termination of the Prime Agreement.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an

original, but all of which together shall constitute one and the same instrument.

Carl Walker, INC.

By: 
Title: SENIOR VICE PRESIDENT
Attest: 

GARVER, LLC.

By: 
Title: Vice President/Secretary
Attest: 



Ideas for parking. SOLUTIONS FOR PEOPLE.®



January 30, 2012

Mr. Ron Petrie, PE
Senior Project Manager
Garver, LLC
2049 East Joyce Blvd
Suite 400
Fayetteville, AR 72703
rspetrie@garverusa.com

Re: Fayetteville Downtown Parking Structure – Site Selection Study
Fayetteville, Arkansas
Carl Walker, Inc. Proposal N3-11-083aR

Dear Ron:

Carl Walker, Inc. is pleased to submit this proposal to you to provide professional *Parking Facility Design Consulting* services for the above mentioned project in Fayetteville, Arkansas. Our scope of services is described in detail below, but in general we will provide consulting services incorporating the disciplines of Structural Engineering and Parking Consulting for this first phase of this parking facility project, the site selection study.

As specialists in the design and construction of multi-level parking structures, we believe that our expertise will be an asset for you and the owner in developing a user-friendly and cost-effective parking facility. As we work through our firm's 29th year in business, our experienced staff of designers can proudly reflect on thousands of projects, hundreds of parking structures and millions of parking spaces for clients nationwide.

PROJECT UNDERSTANDING

Based upon the information you've sent me to date as well as the information I gathered during my last visit to Fayetteville on January 10th and 11th, we understand that this new parking facility will provide parking for approximately 300 cars. It is assumed that patrons will primarily be visitors associated with the adjacent *Walton Arts Center*, local retail and restaurant destinations and some individuals who will park and walk west towards the *University of Arkansas* campus.

The photo to the right depicts the four (4) sites being considered for this parking facility. They generally bound the west, south and east sides of the *Walton Arts Center* development. We understand that site survey information as well as geotechnical information will be available as part of the inputs needed to study each site.





This garage will utilize either a precast-prestressed concrete or a cast-in-place, post-tensioned concrete structural system. Exterior architectural elements of the garage will be similar and complimentary to the arts center and neighboring community development. It is assumed that this garage will be an above grade, free standing and open parking structure. However, site conditions could cause some portions of the garage to be partially below grade. At this time the program and budget does not call for retail space at street level in the garage, but the lingering potential for this element (at least in shell form) will remain a side consideration until further planning determines if it is fully in or out of the project.

This first phase of the project will cover site selection and preliminary design for the parking structure. Currently the City of Fayetteville has a timeline of approximately 4 ½ months for this phase of the project. Full design and then eventual construction of this garage will then commence after that as the next phase of this project.

We currently estimate the following timeline (calendar days) for the key tasks associated with this work:

Task 1: Public Involvement/Data Gathering	30 days from Notice-To-Proceed (NTP)
Task 2: Site Evaluations	45 days after 14 day City Review of Task 1
Task 3: Report Preparation	30 days after 14 day City Review of Task 2

SCOPE OF SERVICES

As noted above, **Carl Walker, Inc.** will function as the *Parking Facility Design Consultant* for this new facility. In this capacity, we will provide functional and structural design consulting with our in-house staff. We will provide our consulting services in accordance with information provided by you, the owner and all applicable building codes. See below and attached for a detailed Scope of Services for our work. For the design portion of our proposed scope, **Carl Walker, Inc.** will act as the Engineer-Of-Record on this parking facility.

Not included in our scope are other building design, geotechnical engineering, architecture, landscape architecture, MEP engineering, civil engineering, surveying, street traffic engineering (roadway/intersection improvements), traffic impact analysis, environmental, security systems, architectural graphics or contractor level construction estimating and scheduling. If necessary, we can assist in obtaining these services. It is also assumed that you will provide **Carl Walker, Inc.** the following information:

1. Geotechnical soils investigation with foundation recommendations
2. Site survey with grade contours and existing utility information, both above and below grade
3. All relevant programming and planning information necessary for us to perform our parking facility design work

Carl Walker, Inc. will...

Site Selection and Conceptual Design Phase

- A. Meet with City of Fayetteville officials, Walton Arts Center representatives and other neighboring stakeholders as required to establish the program goals for this parking structure as well as its connection to the site and adjacent pedestrian destinations. This proposal includes two (2) trips, two (2) full days each for this purpose

- B. Meet with you and the rest of the design team as required to determine the full program of requirements for the parking facility and select the site. This proposal includes one (1) trip for one (1) full day for this purpose, which is in addition to the trips outlined in Item A. Other design team in-person interaction can occur simultaneous with the meetings outlined in Item A.
- C. Participate in other design team meetings via web teleconference as the project progresses
- D. Coordinate design needs with other consultants on the team
- E. Evaluate each site's viability based upon topography, utilities and environmental conditions. Civil/site survey information to be provided by others.
- F. Evaluate each site's viability based upon interface with the surrounding street system. Review traffic data or traffic impact analysis information (by others) for the area
- G. Evaluate each site's viability based upon vehicular ingress/egress as well as pedestrian ingress/egress
- H. Evaluate each site's viability based upon future expansion of the garage
- I. Evaluate each site's viability based upon construction staging and access considerations for the garage
- J. Evaluate each site's viability based upon functional efficiency and construction cost savings for the garage
- K. Evaluate each site's characteristics relative to the sustainable (green) design goals of the project, and incorporate these into the pros/cons measurement of each site as it contributes to achieving these goals.
- L. Evaluate each site's viability based upon patron safety factors, both passive and active
- M. Evaluate each site's viability based upon neighborhood impact of the garage, especially as it relates to neighboring residential elements
- N. Evaluate each site's viability based upon geotechnical information (by others) as it pertains to the structural system for the garage, both for gravity loads and seismic considerations
- O. Develop conceptual garage functional layouts (up to 3 alternatives per site) in order to evaluate each site relative to garage functionality, capacity and flexibility to meet project goals.
- P. Provide an opinion of probable construction cost for each site as part of the evaluation. This would not be an intensive contractor estimate with detailed takeoffs and pricing information, but rather an opinion with general cost breakdown of the anticipated construction cost for this market and project scope.
- Q. Develop design based on local and national code requirements including the following concerns:
 - 1. Life Safety Concerns.
 - 2. Open Parking Structure
 - 3. Americans with Disabilities Act.
 - 4. Wind and seismic design criteria.
- R. Provide information to your representatives for coordination sessions with City of Fayetteville building officials
- S. Develop a pros/cons matrix for each site and utilize this information along with the preliminary garage concepts to communicate back to the owner and other stakeholders which site is recommended for selection
- T. Meet in person with the owner as part of the design team, helping convey our team's final recommendation for the site to be selected. This proposal includes one (1) trip for one (1) full day for this purpose.



PROFESSIONAL FEES

Based upon our project understanding and the Scope of Services discussed above, we are proposing a professional fee (hourly labor plus expenses) up to a maximum limit of \$55,000. Project related expenses such as travel, communications; delivery, reproductions, printing, etc. are included in this fee cap. Our labor will be billed in accordance with the attached Fee Schedule, which will be updated to new rates effective March 1, 2012.

FEE EXCLUSIONS

Carl Walker, Inc.'s project related coordination efforts with the following tasks and consultants are included within the proposed design fees. Costs for these Owner and Contractor provided surveys, testing, inspections and consultants are not part of the above referenced design fees.

- Permits, Fees, or Other Related Miscellaneous Expenses
- Topographic and Utilities Survey
- Boundary Line Surface Survey
- Hydrology Study
- Architecture
- Civil Engineering
- MEP Engineering
- Construction Soils Testing
- Construction Materials Testing
- Special Inspections
- Environmental Impact Assessment
- Interior Design
- Traffic Engineering of Street or Intersection Improvements
- Geotechnical Engineering Consultant
- Landscape Architect
- Security Systems Consultant
- Costing and Scheduling Consultant
- Design of any buildings or elements other than parking garages

ADDITIONAL SERVICES

Additional services outside the Scope of Services listed above, when requested and authorized in writing, shall be performed on an hourly fee basis per the attached Fee Schedule, or a lump sum basis as negotiated with you.

TERMS AND CONDITIONS

Terms and Conditions will be as set forth in the formal contract agreement between Garver, LLC and **Carl Walker, Inc.**



We trust we have responded to your request for proposal. If you are in agreement with the scope of services, professional fees, and terms of this proposal, your signature in the space provided below will serve as our notice to proceed. Please return one (1) copy to our office.

If you have any questions regarding this proposal, please give me a call. We look forward to working with you, the City of Fayetteville and the rest of the Project Team.

Thank you for considering **Carl Walker, Inc.!**

Sincerely,

Carl Walker, Inc.

A handwritten signature in blue ink, appearing to read "Tim D. Christle".

Tim D. Christle, P.E.
Senior Vice President

ACKNOWLEDGED AND ACCEPTED

Garver, LLC

BY (NAME)

TITLE

FIRM

DATE

cc: Sonya Newman - **Carl Walker, Inc.**



CARL WALKER, INC.

FEE SCHEDULE FY 2011

FSWP:2011

President	\$281.00	-	\$281.00	/Hr
Executive/Senior Vice President	\$187.00	-	\$259.00	/Hr
Vice President; Managing Principal	\$183.00	-	\$209.00	/Hr
Principal	\$156.00	-	\$173.00	/Hr
Restoration Manager; Chief Engineer	\$163.00	-	\$163.00	/Hr
Senior Project Manager	\$138.00	-	\$162.00	/Hr
Project Manager; Senior Engineer	\$107.00	-	\$147.00	/Hr
Senior Architect; Senior Planner	\$122.00	-	\$122.00	/Hr
Senior Parking/Restoration Specialist	\$135.00	-	\$154.00	/Hr
Parking/Studies Specialist	\$124.00	-	\$145.00	/Hr
Project Engineer/Architect; Design Engineer	\$ 91.00	-	\$115.00	/Hr
Chief/Senior Design Technician	\$ 99.00	-	\$ 99.00	/Hr
Design/Parking Technician	\$ 80.00	-	\$ 86.00	/Hr
Restoration Specialists	\$ 84.00	-	\$ 96.00	/Hr
Restoration Technician	\$ 71.00	-	\$ 77.00	/Hr
Clerical	\$ 49.00	-	\$ 90.00	/Hr

Hourly billing rates are effective March 1, 2011 through February 29, 2012.

City of Fayetteville

Fayetteville Downtown Parking Facility

Phase 1 - Site Selection Study

Carl Walker, Inc. Fee Breakdown

Monday, January 30, 2012

		Principal	Project Manager/Parking Specialist	Structural Engineer	CAD Designer	Clerical	TOTAL
	Hourly Rate	\$ 216	\$ 159	\$ 145	\$ 98	\$ 62	
Project Task							
Information gathering & review		4	22	2		2	
Programming and planning (internal and external)		5	30	4		2	
Public involvement and stakeholder coordination		4	37	8		8	
Coordination and review with geotechnical engineer			3	11			
Parking functional design		4	16	2	24		
Structural engineering site assessment		1	4	22	4		
Coordination with City/Owner reviews		1	22	2	4	4	
Internal QA/QC reviews		2	2	2	2	2	
Report preparation		2	24	12	10	10	
Final deliverables/presentations		2	14	4	4	8	
	Total Hours	25	174	69	48	36	
	Labor Fee	\$ 5,400	\$ 27,666	\$ 10,005	\$ 4,704	\$ 2,232	\$ 50,007

Project Expense							
Airfare							\$ 3,400
Mileage							\$ 150
Rental Car							\$ 300
Parking/Tolls							\$ 100
Hotel							\$ 700
Meals							\$ 100
Copies/Reprographics							\$ 95
Postage/Shipping							\$ 95
Miscellaneous							\$ 75
	Total Expenses						\$ 5,015

AGREEMENT BETWEEN GARVER AND SUBCONSULTANT FOR PROFESSIONAL SERVICES

This is an agreement made as of 02/02/2012, by and between **GARVER, LLC** (Garver) and **AFHJ Architects** (Subconsultant), who will work with **KBA** as their design consultant.

SECTION 1 – GENERAL

Garver has made an agreement dated _____, with the **City of Fayetteville** (Owner) which is herein referred to as the Prime Agreement and which provides for Garver's performing professional services in connection with the Project (Fayetteville Downtown Parking Deck) described therein. Garver hereby engages Subconsultant, to perform for Garver, specific services in connection with said Project in accordance with the terms and conditions of this Agreement between Garver and Subconsultant hereinafter referred to as "this Agreement." Any and all other material pertinent to Subconsultant's services will be provided to the Subconsultant as they become available to Garver.

The Prime Agreement contains certain provisions for performance by Garver as well as other matters. The provisions of the Prime Agreement such as insurance requirements, time of performance, and payment for services shall apply to the Subconsultant as indicated herein.

SECTION 2 – SCOPE OF SERVICES

The Subconsultant will perform services generally described in the attached Scope of Services from the Subconsultant dated January 30, 2012. In the event of a conflict between any of the terms in the Subconsultant's proposal and this Agreement, the terms in this agreement will govern. The Subconsultant's General Terms and Conditions provided in the referenced proposal are expressly rejected.

Requirements for the Subconsultant's time of performance in the attached scope of work shall be consistent with the schedule as outlined in the prime agreement.

Garver is the prime professional with respect to Subconsultant's services to be performed under this Agreement and is responsible for coordinating Subconsultant's services with the services of Garver's staff, any and all regulatory and/or funding agencies that may be involved in the project, and with the Owner.

For additional services outside the scope of services described herein, the Subconsultant and Garver agree to negotiate the fees and related time extensions, if required, in accordance with the scope of services to be determined prior to start of the additional services.

SECTION 3 - PAYMENT

For the work described herein, except as otherwise agreed to in writing by Garver and the Subconsultant, Garver will pay the Subconsultant for time spent on the project, at the rates shown in the Subconsultant proposal for each classification of Subconsultant's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to the Subconsultant under this agreement may not exceed **\$64,900**. The Subconsultant will submit monthly invoice indicating the amount complete. .

Garver will bill the Owner monthly. All Subconsultant bills must be received prior to the last Friday of the month in order to be included in Garver's invoice to the Owner for that month. Payment to the Subconsultant will be made upon Garver receiving payment from the Owner for the Subconsultant work included in each invoice.

SECTION 4 - GARVER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by the Subconsultant and informing the Subconsultant of all decisions within a reasonable time so as not to delay the work of the Subconsultant.
2. Making provision for the employees of the Subconsultant to enter public and private lands as required for the Subconsultant to perform necessary preliminary surveys and other investigations.
3. Furnishing the Subconsultant such plans and records of construction and operation of existing facilities, available aerial photography, reports, or copies of the same, related to or bearing on the proposed work as may be in the possession of Garver. Such documents or data will be returned upon completion of the work or at the request of Garver.
4. Giving prompt written notice to the Subconsultant whenever Garver observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Subconsultant's performance under this Agreement.

SECTION 5 - MISCELLANEOUS

5.1 Instruments of Service Ownership of Documents

Terms of agreement between AFHJ and Garver, for this section, shall match the requirements of the City of Fayetteville in the prime Agreement between Garver and City of Fayetteville, in that "City of Fayetteville" will be replaced with "Garver" and "Garver" will be replaced with "AFHJ" in the language of this section.

The same rights and ownership definitions between AFHJ and Garver will transfer to City of Fayetteville

5.2 Insurance

The Subconsultant agrees to maintain in force for the life of this Agreement, the following schedule of insurance:

Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
Automobile Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

The Subconsultant shall name City of Fayetteville and Garver, LLC as an additional insured on the Subconsultant's CGL policy.

5.3 Records

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

5.4 Indemnity Provision

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

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

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

5.5 Mediation

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

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

5.6 Debarment and Suspension

The signer of this contract certifies that to the best of his/her knowledge and belief that the company that he/she represents and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions 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 records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (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.

The signer of this contract understands that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

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

This Agreement is contingent upon the Prime Agreement being executed and will be terminated upon termination of the Prime Agreement.

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

AFHJ Architects

By: 

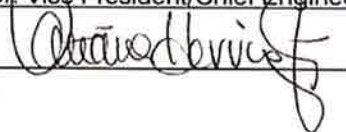
Title: President

Attest: 

GARVER, LLC.

By: 
FOR BRUCE E. HOSKINS

Title: Sr. Vice President/Chief Engineer

Attest: 



**City of Fayetteville Parking Deck
Proposal for Architectural Services**

01/30/2012

Mr. Ron Petrie, PE
Senior Project Manager
Garver, LLC
2049 East Joyce Blvd
Suite 400
Fayetteville, AR 72703

Re: City of Fayetteville Parking Structure
Site Selection Phase

Dear Ron,

AFHJ Architects is pleased to submit this proposal for professional services for the above mentioned facility.

AFHJ will provide architectural services required, in coordination with the design team, to complete a site evaluation study for the four sites mentioned in the City of Fayetteville RFQ statement.

AFHJ will work in coordination with the design team to collect data, define the program, solicit public input and report on the findings.

In addition AFHJ in association with KBA will incorporate all the finding, in coordination with the design team, into the site evaluation criteria, develop architectural criteria, prepare site plans and minimum architectural drawings in order to provide conceptual cost estimates and assist owner in presentations to the council

AFHJ / KBA will also incorporate elements of Sustainable Design as well as potential mixed use potential into the evaluation criteria for site evaluation and selection

For detailed breakdown of such services including task assignments and fee calculations please refer to attachment "A". These services are proposed at an hourly rate, not to exceed \$64,900 including reimbursable expenses as noted.

Also attached please find the statement of hourly rates.

We look forward to a successful partnership.

Sincerely Yours,

Laleh Amirmoez, AIA
President

A handwritten signature in black ink, appearing to read "Laleh Amirmoez". The signature is fluid and cursive, written over a white background.

AFHJ ARCHITECTS + PLANNERS



Schedule of Rates & Charges

January 01, 2012 –December 31, 2012

INVOICES for our services are divided into two categories: Labor and Reimbursable Expenses.

LABOR: Labor charges are made for all client activity directly attributable to a project. No charge is made for general office administration. Labor charges are invoiced by category, as follows:

Architectural Services / Interior Design Services

Principal Architect	\$130.00
Spec Writer / Field Coordinator	80.00
Architect / Project Coordinator	80.00
Architect Intern	65.00
Interior Designer	50.00
Clerical	40.00

Subject to modification every Twelve (12) months

CITY OF FAYETTEVILLE, PARKING DECK
SITE EVALUATION SELECTION

DATE 01/25/2012

PUBLIC INVOLVEMENT DATA COLLECTION	AFHJ Hours	\$/hour	Total AFHJ	KBA Hours	\$/hour	Total KBA
PROGRAMMING MEETING						
Administration / Parking / Engineering / WAC/ Utilities Fire Dept - with Garver	12	130.00	1,560	12	200	2,400
PUBLIC INPUT MEETINGS						
two meetings in one day	8	130.00	1,040	8	200	1,600
REPORT MEETING						
to report findings / finalize program as needed	4	130.00	520	8	200	1,600
PRESENTATION MEETING						
Final Council/ public meeting	8	130.00	1,040	8	200	1,600
DATA COLLECTION						
Data gathering on historic information / natural features/ Historic structures/ mixed use viability/ cultural factors/Zoning and other regulations/ Green Design potential that impacts design and cost	8	130.00	1,040	2	100	200
Subtotal 1		\$	5,200		\$	7,400

SITE EVALUATIONS PRESENTATIONS	AFHJ Hours	\$/hour	Total AFHJ	Hours	\$/hour	Total AFHJ
FACT ANALYSIS						
Study topography/ utilities/ environmental conditions/streets traffic data/ traffic impact/ vehicular access/ construction staging/ access provided by others	8	130.00	1,040	4	200	800
	8	80.00	640	4	100	400
Incorporate for architectural design studies on functional efficiency provided by CW						
Incorporate for architectural design, safety, neighborhood impact, geotech and infrastructure provided by others						
Incorporate for architectural design findings under Data Collection heading above						
Coordinate with others in eval. the three proposed layouts per site for impact on architectural design, which will impact the cost						
ARCHITECTURAL STUDY						

Develop Architectural guidelines	40	130.00	5,200	20	200	4,000
for each site adequate for cost estimates, for the selected layout	40	80.00	3,200	20	100	2,000

Develop conceptual site plans in coordination with others illustrating exterior features such as lighting, signage, landscaping and design features in coordination with existing downtown master plan guidelines, all of which will impact the cost.

GREEN DESIGN FACTORS

Study elements that may affect cost	2	200	400
	8	100	800

ARCHITECTURAL DESIGN

Architectural elevations, adequate for cost estimating, based on the selected layout for each site, not three studies per site	8	200	1,600
	32	100	3,200

Contribute to pros and cons matrix prepared by others	2	130.00	260	2	200	400
	2	80.00	160	2	100	200

Subtotal 2		\$	10,500		\$	13,800
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REPORT PREPARATION	AFHJ Hours	\$/hour	Total \$ AFHJ	Hours	\$/hour	Total AFHJ
DATA GATHERING						

Programming mtg notes/ reports in coord. with Garver/ CW	8	130.00	1,040	8	200	1,600
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Public input meeting prep, survey forms, display materials in coord. with others, ex'g conditions	20	130.00	2,600	4	200	800
	20	80.00	1,600	4	100	400

Report on survey and public input	32	130.00	4,160
AFHJ lead in coord with others	8	80.00	640

Report on historic information, Historical structures/ natural features that impact the design and cost

Presentation material for council meeting, power point, hard copies	16	130.00	2,080	4	200	800
	16	80.00	1,280	4	100	400

cost estimates in coord with all led by AFHJ, one per site	40	130.00	5,200	4	200	800
				16	100	1,600

Sub Total 3		\$	18,600		\$	6,400
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Total		\$	34,300		\$	27,600
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Services Total		\$ 61,900
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Reimbursable expenses are	\$3,000
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KBA travel costs: Transportation, meals and lodging

Reports hard copy reproduction

Presentation board reproduction costs

Grand Total	\$ 64,900
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P.O. Box 1248
Springdale, Arkansas 72765
341 West County Line Road 72764
(479) 756-5999
FAX (479) 756-1749

January 30, 2012
Proposal No. 12-006

Garver, LLC
2049 E. Joyce Boulevard, Suite 400
Fayetteville, Arkansas 72703

Attn: Mr. Ron Petrie, P.E.
Senior Project Manager

**RE: PROPOSAL for GEOTECHNICAL FEASIBILITY STUDY
PROPOSED PARKING DECK SITES
FAYETTEVILLE, ARKANSAS**

Dear Mr. Petrie:

We are pleased to submit this proposal and cost estimate for performing a geotechnical feasibility study for the proposed parking deck sites for the City of Fayetteville in Fayetteville, Arkansas. We discussed the scope of this study with you during our meeting of January 16, 2012.

We understand that the City of Fayetteville is planning to build a new parking deck. The parking deck is anticipated to be a 4 to 6 story structure with about 300 parking spaces. Four (4) possible sites have been considered for geotechnical feasibility study. They are West Avenue site located at the northwest corner of West Avenue and Spring Street, WAC site located at the northeast corner of West Avenue and Spring Street just south of Walton Arts Center, Spring Street site located at the southeast corner of Spring Street and West Avenue, and School Avenue site located on School Avenue north of its intersection with Spring Street.

Geology: The site is located on a fault line. The geology of the site is the early Pennsylvanian Period Bloyd Shale and Prairie Grove Member of Hale Formation. The Bloyd formation consists of: The Brentwood Limestone Member, the Woolsey Member, Dye Shale Member, Kessler Limestone Member and the Trace Creek Shale Member. The Hale Formation is made up of two members: a lower Cane Hill member and an upper Prairie Grove member. The Prairie Grove member is composed of thin to massive, often crossbedded, light gray to dark brown, limy sandstone or variously sandy limestone and oolitic limestone. The Cane Hill member is typically composed of dark gray silty shale interbedded with siltstone and thin-bedded fine-grained sandstone. Some lithologies are locally calcareous. Isolated thick to massively bedded sandstone sometimes are present. The formation in the general vicinity of these sites has been found to include numerous clay-filled voids, open cavities and discontinuities.

For the project, we propose to do the following study as discussed.

- (a) Drill a total of twenty (20) sample borings to approximately 70-ft depth, spread over one (1) or all of the above-mentioned four (4) sites, obtaining undisturbed soil

samples or Standard Penetration Values at 2- to 5-ft intervals or at a change in soil/rock stratum, and also obtaining representative rock cores;

- (b) Perform an adequate laboratory testing program planned after the borings are completed to determine the physical characteristics and engineering properties of the foundation and subgrade soils and rocks;
- (c) Based on the results of the borings, delineate subsurface conditions including potential voids and other geological anomalies that are of consequence to the construction of the parking deck;
- (d) Evaluate different suitable foundation options for the investigated sites;
- (e) Meet with the project team, as needed, to discuss the results of the investigation and help the project team in the site selection based on geotechnical considerations;
- (f) Prepare an engineering report with the results of the borings, subsurface conditions, seismic classification, geotechnical parameters of significance to the project, foundation options and site grading and construction criteria.

Charges for the above-outlined services will be based on the enclosed Schedules of Fees. We estimate the total cost of the investigation will be approximately \$76,000.

It should be noted that the eastern portion of the WAC site slopes relatively steeply to the south. Site access to our drilling equipment will warrant some dozer work at a few of the boring locations. The above cost estimate includes the cost of a dozer. We will be very careful not to unnecessarily disturb the site; however, some disturbance to the site should be expected. If unusual soil or rock conditions are encountered which would materially alter the scope of the study, we will notify your office or your representative before proceeding with any additional studies.

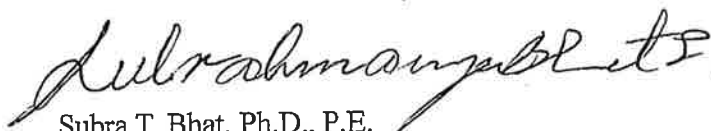
It should also be noted that very difficult drilling conditions are expected at the site. We anticipate that the field studies can be completed within four (4) to six (6) weeks following our receipt of authorization and notice to proceed. Preliminary information on the field data will be provided upon completion of drilling. The laboratory work and engineering analyses will be concluded following the completion of the field studies. We estimate that feasibility study report will be submitted within approximately six (6) to eight (8) weeks after authorization is received.

GRUBBS, HOSKYN, BARTON & WYATT, INC.
GHBW PROPOSAL NO. 12-006

JANUARY 30, 2012
PAGE 3

We look forward to being of service to you on this project. If our proposed scope of work and cost are satisfactory to you, please indicate your authorization by returning one (1) signed copy of this proposal to our office or providing us with a work order number.

Sincerely,
GRUBBS, HOSKYN,
BARTON & WYATT, INC.



Subra T. Bhat, Ph.D., P.E.
Principal/Manager of Springdale Office

STB:

Copies submitted: Garver, LLC
Attn: Mr. Ron Petrie, P.E. (e-mail)
Senior Project Manager

Attachments: Schedule 40.01d (Apr 08)
Schedule 42.04 (Apr 11)
Schedule 43.04 (Apr 11)
Schedule 46.02 (Jul 10)
Certificate of Insurance

Date

Authorization (Signature)

(Printed Name)

STANDARD FEES AND GENERAL CONDITIONS FOR ENGINEERING AND TECHNICAL SERVICES

1. Client

Client, as used herein, is the entity who authorized performance of services by Grubbs, Hoskyn, Barton & Wyatt, Inc. and accepts responsibility for payment under the conditions stated herein.

2. Professional Services and Fees

2.1 Analysis, consultation and report preparation. Fees for our professional services are based on the time of professional, technical and clerical personnel directly charged to the project. The fee is computed as 2.4 times salary cost for the chargeable time. Salary cost includes base payroll plus 34 percent for employee benefits, payroll taxes, and payroll insurance. A schedule of hourly rates for engineering and technical personnel by classification is available upon request.

2.2 Reimbursable expenses. Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:

- a) for transportation in our company vehicles, \$0.50 per mile
- b) for all other expenses, included but not limited to, authorized travel, sample shipment, subcontracts, consulting fees, long distance communications, outside reproduction, and mailing expense, cost plus 15 percent

3. General Conditions

3.1 On-site Responsibilities and Risks

- a) **Right-of-Entry.** Unless otherwise agreed, Client will furnish right-of-entry and obtain permits, as required, for us to perform the field work.
- b) **Damage to Property.** We will take reasonable precautions to minimize damage to land and other property caused by our operations, but we have not included in our fee the cost of repairing such damage. Costs for repair and/or damages will be limited as per Section 3.3.
- c) **Toxic and Hazardous Materials.** Client will provide us with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or hazardous materials are encountered, we reserve the right to demobilize our field operations at Client's expense. Remobilization will proceed following consultation with our safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.
- d) **Utilities and Pipelines.** While performing our field work, we will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. Costs for repair and/or damages will be limited as per Section 3.3.

3.2 Warranty

- a) Services performed by Grubbs, Hoskyn, Barton & Wyatt, Inc. will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, either expressed or implied, is made or intended by our proposal, contract, or reports.
- b) Client acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for our data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

3.3 Liability

Our liability to Client for injury or damage to persons or property arising out of work performed for Client and for which legal liability may be found to rest upon us, including professional errors and omissions, will be limited to our liability insurance coverage. A certificate of insurance is available upon request.

3.4 Invoices and Payment

Invoices will be submitted every four (4) weeks for services rendered. Payment is due upon presentation of our invoice and is past due thirty (30) days from invoice date. Payment of our invoice(s) is not contingent upon Client receiving payment from a third party. Client agrees to pay a finance charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts. Any attorney's fees or other cost incurred in collecting a delinquent amount shall be paid by Client.

3.5 Samples

All samples of soil and rock will be discarded thirty (30) days after submission of our report, unless Client advises us otherwise. Upon request, we will deliver the samples in accordance with Client's instructions, charges collect, or will store them for an agreed charge.

3.6 Records

All pertinent records relating to services performed hereunder shall be retained for two (2) years after completion of the work. Client shall have access to the records at all reasonable times during said period.

4. Related Services

Additional services that are frequently required for support of our professional activities are normally provided by one of the technical divisions of Grubbs, Hoskyn, Barton & Wyatt, Inc. Applicable charges are given in one or more schedules of the following series:

- 4.2** Laboratory Testing Fees
- 4.3** Field Charges for Foundation Investigations
- 4.4** Rates for Construction Surveillance and Consultation

GRUBBS, HOSKYN, BARTON & WYATT, INC.

Schedule 42.07 (April 2008)
Page 1 of 4

LABORATORY AND FIELD TESTING FEES

<u>Test No.</u>	<u>Unit Price</u>
1. CEMENT TESTS	Quoted on Request
2. AGGREGATE TESTS	
<u>Grain Size Tests</u>	
2.1. Sieve analysis fine aggregate and soils, through #200 sieve, each sample	\$ 50.00
2.2. Percent passing a single sieve, each	\$ 30.00
2.3. Grain size tests, coarse aggregate over 5 lb sample weight	\$ 120.00
<u>Properties</u>	
2.5. Specific gravity, per ASTM C128 for fine aggregate, each sample	\$ 60.00
2.6. Specific gravity, per ASTM C127 for coarse aggregate, each sample	\$ 40.00
2.7. Unit weight, each sample	\$ 40.00
2.8. Absorption, each sample	\$ 12.00
2.9. Organic impurities, each sample (ASTM C40)	\$ 40.00
2.10. Soft particle, each sample (ASTM C142)	\$ 80.00
2.11. Sand equivalent, each sample	\$ 60.00
2.12. Flat and elongated particles, each sample (ASTM D4791)	\$ 45.00
<u>Abrasion</u>	
* 2.12. Los Angeles Machine (ASTM C 131), each sample	\$ 225.00
* 2.12.1. Crushing and preparing sample, if required	\$ 75.00
<u>Soundness</u>	
* 2.13. Sulfate or Magnesium soundness test (5 cycles)	\$ 500.00
<u>Alkali-Silica Reactivity</u>	
* 2.14. Mortar bar test per AASHTO T303 (3 per set), each set	\$ 500.00
3. CONCRETE STRENGTH TESTS	
<u>Concrete, Mortar or Grout Compressive Strength</u>	
3.1. Cylinder compressive strength test, each	\$ 7.50
3.2. Saw cutting cylinder for capping, each	\$ 10.00
3.3. Cube compressive strength, each	\$ 10.00
<u>Beam Flexural Strength</u>	
3.4. Beam flexural strength test, each	\$ 20.00
3.5. "Hold" specimens processed, but not tested, each	\$ 15.00
<u>Strength Estimate</u>	
3.6. Schmidt concrete test hammer	Quoted on Request
3.7. Windsor probe test, \$30.00 per location (probe costs) plus hourly rate	Quoted on Request
4. CONCRETE MIX DESIGNS	
4.1. Compute mix design using previously determined aggregate properties, each	Engineer Hourly Rate
4.2. Provide mix design/check contractors mix design by preparing trial batch mix using aggregate, admixtures, and cement furnished for use on project, each batch or each curve point	Technician Hourly Rate

4.3. Confirmatory cylinders made in connection with mix design, each\$ 9.50

All tests of aggregates, cement and admixtures to determine the basic physical properties and suitability are charged separately.

5. **REINFORCING STEEL**

5.1. Tension tests..... Quoted on Request

6. **CORING SERVICES** Quoted on Request

7. **CORE TESTS**

7.1. Capping and testing of cores (without sawing ends), each\$ 10.00

7.2. Diamond blade sawing, cores for capping, each.....\$ 10.00

8. **SOIL AND BASE MATERIAL TESTS**

Classification and Index Tests

8.1. Water content, per sample.....\$ 5.00

8.2. Liquid and plastic limits, per sample\$ 40.00

8.2.1 Method B dry preparation\$ 75.00

8.2.2 Method B wet preparation.....\$ 15.00

8.3. Unit dry weight of sample.....\$ 40.00

8.4. Specific gravity\$ 50.00

8.5. Sieve analysis through #200 sieve, per sample.....\$ 30.00

8.6. Percent passing a single sieve, each.....\$ 100.00

8.7. Hydrometer test, each.....\$ 150.00

8.8. Double hydrometer, per sample\$ 200.00

* 8.9. Permeability of sand, constant head.....\$ 150.00

* 8.10. Permeability of silt or clay, falling head\$ 210.00

* 8.11. Permeability – Flexwall Test (undisturbed sample)\$ 250.00

* 8.12. Permeability – Flexwall Test (remolded sample)\$ 60.00

* 8.13. Laboratory soil resistivity\$ 20.00

* 8.14. pH\$ 30.00

8.15. Saw Cut Shelby Tube.....\$ 50.00

8.16. Preparation of sample or base material binder, each.....\$ 45.00

8.17. Sample preparation for soil with admixture, including admixtures and curing, per sample\$ 45.00

Compaction and Control Tests

8.18. Optimum moisture and density relationship\$ 120.00

8.18.1. Standard compaction effort, per sample\$ 140.00

8.18.2. Modified compaction effort, per sample.....\$ 150.00

8.19. Laboratory relative density using vibratory table..... Included In Hourly Technician Rate

8.20. In-place density and moisture using nuclear equipment Quoted on Request

8.21. Lime modification optimum (LMO).....\$ 45.00

8.22. Sample preparation: soil mixtures and curing\$ 45.00

Strength Tests

8.23. California bearing ratio (CBR), per specimen (Proctor cost NOT included)\$ 170.00

8.24. Sample preparation: soil admixtures and curing for

	compaction and strength tests, each batch or moisture point	\$ 45.00
8.25.	Soil-cement or soil-asphalt tests	Quoted on request
8.26.	Unconfined compression, soil	\$ 30.00
8.27.	Unconfined compression, rock (with saw cutting cost)	\$ 45.00
8.28.	Unconsolidated-undrained – triaxial	\$ 35.00
* 8.29.	Consolidated-undrained – triaxial	Quoted on Request
* 8.30.	Consolidated-drained – triaxial	Quoted on Request
* 8.31.	Consolidated-drained – direct shear	\$ 200.00
* 8.32.	Residual strength – direct shear	\$ 300.00
* 8.33.	Multi-stage test for triaxial or direct shear	Two Times Test Price

Volume Change Tests

* 8.33.	Consolidation	\$ 250.00
* 8.34.	Swell test, swell pressure and percent swell	\$ 150.00

9. ASPHALTIC CONCRETE MIX DESIGNS

* 9.1.	Provide mix design using aggregates and asphalt furnished for use on project, Marshall Method	\$2,500.00
* 9.2.	Compute mix design using previously determined aggregate properties such as gradation, specific gravity, and other design factors, each	Hourly Rate

10. ASPHALTIC CONCRETE TESTS

Density and Stability Tests

10.1.	Molding test specimens (3 per set), each set or sample	\$ 100.00
10.2.	Determine laboratory density or percent voids, each set or sample	\$ 60.00
10.3.	Determine Marshall stability (3 per set), each set or sample	\$ 60.00
10.4.	Flow value (3 per set), each set or sample	\$ 20.00

Control Tests

10.5.	Extraction (percent of bitumen and aggregate gradation)	\$ 135.00
10.6.	Laboratory density on field-cut specimen trimmed to size in laboratory (field cutting of specimens are charged separately)	\$ 20.00
10.9.	In-place density of asphalt course using nuclear equipment	Hourly Rate

11. MASONRY TESTS

Masonry Compressive Strength

11.1.	Mortar cube compressive strength, each	\$10.00
11.2.	Masonry grout compressive strength, each	\$10.00
* 11.3.	Masonry prism strength, each	\$85.00
* 11.4.	Masonry unit block strength, each	\$40.00

Masonry Mortar Mix Verification

* 11.5	Mix preparation and casting cubes per ASTM C-270 with flow test, each set (does not include strength test cost)	\$120.00
* 11.6	Water retention test (does not include mix preparation cost)	\$60.00

12. SPECIAL TESTS

Tests not listed above are performed, whether outside our laboratory at cost plus 15 percent or on an hourly basis (see Schedule 46.02 for Hourly Rates for Engineering and Technical Personnel).

- (1) Securing samples at local projects, plant or from supplier's stock will be charged at an hourly rate for the technician plus travel at \$0.50 per mile.
- (2) Rush assignments requiring unscheduled overtime are subject to a 50 percent surcharge.

* These tests are performed only in our Little Rock Laboratory. Additional charges for shipping or transporting samples from our Springdale Laboratory may be applicable.

GRUBBS, HOSKYN, BARTON & WYATT, INC.

Schedule 43.04 (April 2011)
Page 1 of 2

FIELD CHARGES FOR FOUNDATION INVESTIGATIONS

- 1. Mobilization and demobilization of three-man drill crew, including geotechnical technician, and equipment**
 - 1.1. Truck rig operation**
 - 1.1.1. In-yard mobilization and demobilization.....\$125.00
 - 1.1.2. Round-trip travel of equipment and crew \$3.00/mi
 - 1.2. Marsh buggy operations (GHBW buggies)**
 - 1.2.1. In-yard mobilization and demobilization.....\$345.00
 - 1.2.2. Transporting buggies w/contract truck.....Cost + 15%
 - 1.2.3. Permit charges.....Cost + 15%
 - 1.2.4. Three-man crew and pickup truck \$2.00/mi
- 2. Drilling and Sampling**
 - 2.1. Soil borings, with 3-man crew, including geotechnical technician; 3-in. thin-walled tube sampler in clay and 2-in. split-barrel sampler in sand; 0 to 100-ft depth; sampling at 2-ft intervals to 10-ft depth and at 5-ft intervals below 10 ft**
 - 2.1.1. Truck rig.....\$13.75/ft
 - 2.1.2. Buggy rig.....\$16.25/ft
 - 2.1.3. Drilling abrasive formation, surcharge per ft.....\$2.00/ft
- 3. Set-up charge per boring.....\$50.00**
- 4. Travel time associated w/jobs in progress for crew and pickup from Little Rock equipment yard or place of lodging to site and return.....\$150.00/hr**
- 5. Time spent gaining access to boring locations, moving equipment between boring locations, and for reasons beyond our control (except weather)**
 - 5.1. Truck rig.....\$185.00/hr
 - 5.2. Buggy rig.....\$200.00/hr
 - 5.3. Site Cleanup.....\$185.00/hr

6. Special Drilling

- 6.1. Borings drilled according to specialized specifications or by time-consuming methods, including drilling in cobbles and gravel, grouting or sealing boreholes, installing piezometers, inclinometers, etc.
 - 6.1.1. Truck rig (dry auger methods)\$185.00/hr
 - 6.1.2. Truck rig (rotary wash methods).....\$200.00/hr
 - 6.1.3. Buggy rig.....\$200.00/hr
- 6.2. Drilling using hand portable equipment.....\$140.00/hr
- 6.3. Wash borings, no sampling, 0-100 ft.....\$10.00/ft
- 6.4. Undisturbed samples in wash borings.....\$25.00/ea
- 6.5. Machine auger borings w/disturbed samples 0-20 ft.....\$9.50/ft
- 6.6. Rock Drilling and Coring
 - 6.6.1. Setting casing through overburden, as required.....\$10.50/ft
 - 6.6.2. Continuous coring, 0-100 ft.....\$37.50/ft
 - 6.6.3. Wash rotary through rock, 0-100 ft.....\$21.50/ft

7. Other Charges

- 7.1. Per diem expense allowance for exploration crews when quartered away from base\$85.00/man-day
- 7.2. Survey required to establish boring locations and elevations.....Cost + 15%
- 7.3. Rental of dozers, tractors or other equipment, as required to gain accessCost + 15%
- 7.4. Drilling mud in excess of 2 bags per boring and grouting material for sealing borings.....Cost + 15%
- 7.5. In-situ measuring devices and material, including piezometers, pore pressure transducers, inclinometers, backfill sand and cement, and freight.....Cost + 15%
- 7.6. Replacement of coring bits and casing consumed or lost while rock coring or drilling.....Cost + 15%

8. Minimum callout charge for rig and crew.....\$750.00

- Notes:** (1) Rates presented here are typical minimum charges and apply to the use of a 3-man drill crew, including a driller, helper, and geotechnical technician. For work of unusual scope or work performed under unusually difficult conditions, appropriate adjustments of these rates will be negotiated in advance.
- (2) Prices will be furnished on request for items not covered above.
- (3) For general terms and conditions applicable to all services, and for fees related to professional services, see Schedule 40.01.
- (4) Rush assignments requiring unscheduled overtime are subject to a surcharge.

GRUBBS, HOSKYN, BARTON & WYATT, INC.
CONSULTING ENGINEERS

Schedule 46.02 (July 2010)
Page 1 of 1

**HOURLY RATES FOR
ENGINEERING AND TECHNICAL PERSONNEL**

	Hourly Rates
Senior Principal	\$125 to \$150
Principals	\$110 to \$130
Engineer Managers	\$95 to \$115
Project Engineers.....	\$85 to \$105
Staff Engineers	\$65 to \$85
Technician Supervisor	\$65 to \$75
Senior Technicians	\$55 to \$65
CMT or Geotechnical Technicians	\$50 to \$60
Engineering Aides and Draftspersons	\$35 to \$50

NOTES:

- (1) Travel to and from the job site will be based on an hourly rate for the technician or engineer, plus mileage at \$0.50 per mile or a minimum \$10.00 trip charge.
- (2) Overnight expenses will be charged at \$85.00 per night.
- (3) Full-time construction surveillance will be quoted at weekly or monthly rates on a job-by-job basis.
- (4) Tests performed in the laboratory will be in accordance with Schedule 42.07.

City of Fayetteville Staff Review Form

C. 3
Amend Ordinance No. 5294
Page 1 of 18

City Council Agenda Items
and
Contracts, Leases or Agreements

February 21, 2012

City Council Meeting Date
Agenda Items Only

David Dayringer

Submitted By

Fire

Division

Fire

Department

Action Required:

An amendment to Ordinance 5294 to approve the purchase of replacement bunker gear from Wayest Safety, Inc. for the Fayetteville Fire Department, on an as needed basis throughout the life of the current contract which expires on November 14, 2014.

Cost of this request	\$ 359,643.00	Services and Charges
	Category / Project Budget	Program Category / Project Name
1010.3020.5302.00	\$ 18,818.00	Fire Operations
Account Number	Funds Used to Date	Program / Project Category Name
Project Number	\$ 340,825.00	General
	Remaining Balance	Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

5294

Original Contract Date:

City Attorney

Date

Original Contract Number:

Finance and Internal Services Director

Date

Received in City 01-27-12 A09:20 RCVD
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

ENTERED

Mayor

Date

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: David Dayringer, Fire Chief 

Date: February 21, 2012

Subject: An amendment to Ordinance 5294 to approve the purchase of replacement bunker gear from Wayest Safety, Inc. for the Fayetteville Fire Department, on an as needed basis throughout the life of the current contract which expires on November 14, 2014.

PROPOSAL:

Bunker gear consists of the protective clothing worn by firefighters to shield them from heat and abrasive debris during fire suppression and emergency response activities. As this protective gear ages and becomes worn, replacement bunker gear is necessary for the safety of the firefighters.

In 2009 the Fayetteville Fire Department worked with the Springdale and Bentonville Fire Departments to develop a cooperative bunker gear bid. Responses were received from four manufacturers, three of which could not meet the specifications required by the aforementioned fire departments. As a result, the department requested approval to waive the requirements of formal competitive bidding and utilized Wayest Safety, Inc. for 2009 bunker gear replacements.

The Fire Department has utilized Wayest Safety, Inc. for bunker gear for the past several years. This company provides an excellent quality product that has served the department well for quite some time. The gear is durable and custom fitted to the individual firefighter. The bunker gear distributed by Wayest Safety, Inc. has afforded Fayetteville firefighters excellent thermal protection, thus reducing the number and severity of burns sustained by fire personnel. The products offered by Wayest Safety, Inc. meet specifications and allow bunker gear replacements to remain consistent with the existing bunker gear utilized throughout the department.

RECOMMENDATION:

Staff recommends amending Ordinance 5294 to approve the purchase of replacement bunker gear from Wayest Safety, Inc. for the Fayetteville Fire Department, on an as needed basis throughout the life of the current contract which expires on November 14, 2014.

BUDGET IMPACT:

Funds for the purchase of firefighter bunker gear replacements have been budgeted in the department's Annual Budget & Work Program.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5294 WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND WAYEST SAFETY, INC. FOR UNIT PRICES INDICATED TO PROVIDE REPLACEMENT BUNKER GEAR (COAT AND PANTS) TO THE FAYETTEVILLE FIRE DEPARTMENT THROUGH NOVEMBER 14, 2014

WHEREAS, the Fayetteville Fire Department is in need of replacement bunker gear (coat and pants) for its firefighters, and;

WHEREAS, Wayest Safety, Inc. has previously provided bunker gear to the Fayetteville Fire Department, and;

WHEREAS, Morning Pride bunker gear previously supplied by Wayest Safety, Inc. has excellent quality, replaceable components, and has provided excellent thermal protection to Fayetteville firefighters by reducing the instances and severity of burns sustained by firefighters, and;

WHEREAS, unit prices for bunker gear are guaranteed through November 14, 2014, and;

WHEREAS, competitive bidding for bunker gear meeting the standards of existing city equipment in this exceptional situation is not feasible or practical.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and therefore waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and Wayest Safety, Inc. for unit prices indicated to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department through November 14, 2014.

PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ORDINANCE NO. 5294

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND WAYEST IN THE AMOUNT OF \$47,500.00 TO PROVIDE REPLACEMENT BUNKER GEAR (COAT AND PANTS) TO THE FAYETTEVILLE FIRE DEPARTMENT

WHEREAS, the Fayetteville Fire Department is in need of replacement bunker gear (coat and pants) for its firefighters, and;

WHEREAS, Wayest has previously provided bunker gear to the Fayetteville Fire Department, and;

WHEREAS, Morning Pride bunker gear previously supplied by Wayest has excellent quality, replaceable components, and has provided excellent thermal protection to Fayetteville firefighters by reducing the instances and severity of burns sustained by firefighters, and;

WHEREAS, competitive bidding for bunker gear meeting the standards of existing city equipment in this exceptional situation is not feasible or practical.

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

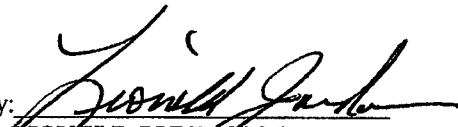
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and Wayest in the amount of \$47,500.00 to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department.

PASSED and APPROVED this 15th day of December, 2009.

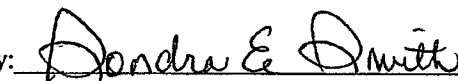
APPROVED

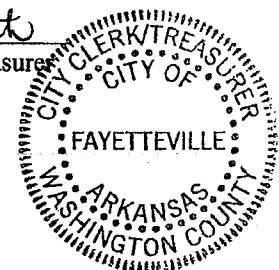
ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



INVITATION FOR COMPETITIVE SEALED BIDS

SCOPE:

The scope of this Invitation to Bid is to provide firm contract pricing for Structural Firefighting Blood Borne Resistant Personal Protective Clothing (Coats and Pants) to be purchased by the agencies listed below and to provide for a clear annual cost increase program of the stated items ordered for a contract period of five (5) years beginning on November 15, 2009 and ending on November 14, 2014.

BID ITEMS: Structural Firefighting Blood Borne Resistant Personal Protective Clothing (Coats and Pants) as further specified later in this document.

Bid pricing must include individual fire department personnel sizing for custom fit of the stated coats and pants to be performed in house at the local fire stations of the purchasing agencies by factory trained dealer representatives. NO EXCEPTIONS.

Item	Description	Unit Price
	Structural Firefighting Personal Protective Coat with Springdale Options	\$ <u>969.00</u>
	Structural Firefighting Personal Protective Pants with Springdale Options	\$ <u>749.00</u>
	Structural Firefighting Personal Protective Coat with Fayetteville Options	\$ <u>954.00</u>
	Structural Firefighting Personal Protective Pants with Fayetteville Options	\$ <u>785.00</u>
	Structural Firefighting Personal Protective Coat with Bentonville Options	\$ <u>962.00</u>
	Structural Firefighting Personal Protective Pants with Bentonville Options	\$ <u>749.00</u>

The bid unit price must cover all of the materials and operations necessary for the production of items as specified including delivery (FOB Destination, freight paid). **Sales tax is not to be included in the bid unit price.** Applicable Arkansas sales tax laws (state and local) will apply to this bid, but will not be considered in award of the bid.

1. The entire cost of preparing and providing responses to this bid invitation shall be borne by the bidder.
2. All bidders must be authorized dealers to sell and service the products specified.

PURCHASING AGENCIES:

Springdale, Arkansas Fire Department;
Fayetteville, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison,
and Washington Counties, Arkansas

CONTACT PERSON and TELEPHONE: Springdale Fire Chief Duane Atha, Office
Telephone: 479-751-4510

BID OPENING LOCATION:

City of Springdale Administration Building located at 201 Spring Street, Springdale, Arkansas in room 236.

BID OPENING DATE AND TIME:

November 2, 2009 at 2:00 pm Central Daylight Time

BID SUBMISSION:

Bids may be mailed, shipped via common carrier, or hand delivered to City of Springdale, City Clerk's Office located at 201 Spring Street, Springdale, Arkansas 72764 until 2:00 pm on November 2, 2009.

Bids must be submitted on this form, with attachments as appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink and signed in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his/her firm in this contract. Bid prices must remain firm for consideration and acceptance for thirty days from the bid opening date.

BIDS MAY NOT BE FAXED. SEALED BIDS WILL BE ACCEPTED FOR THE ABOVE STATED PURCHASING AGENCIES ONLY UNTIL THE DATE AND TIME SPECIFIED ABOVE AT THE SPECIFIED LOCATION. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH "PROTECTIVE CLOTHING BID" AND THE BIDDER'S NAME AND RETURN ADDRESS.

BID/CONTRACT RULES and PERIOD:

Bid prices are firm for the life of the contract with the following price escalation rules. The contract is for a five (5) year term beginning on November 15, 2009 and ending on November 14, 2014. Bid contract is for firm pricing on a calendar year (January to December) basis. The initial bid price will be fixed for the period from November 15, 2009 until December 31, 2010. Price increases will be allowed based on the Consumer Price Index for each preceding calendar year for purchases ordered in 2011, 2012, 2013, and 2014 (prior to contract expiration on November 14, 2014).

A contract award will be issued to the successful bidder. The contract results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is only authorized after the authorized purchasing agency provides confirmation to the successful bidder in accordance with each purchasing agencies purchasing procedures.

ESTIMATED QUANTITIES:

The purchasing agencies anticipate combined purchase quantities of fifty (50) units each (Coats and Pants) per calendar year during the contract period. Actual order quantities may be more or less than the estimated quantity. Quantities stated are estimates only, and are not guaranteed.

ANTICIPATION TO AWARD BID/CONTRACT:

This Invitation for Bid will be awarded to the lowest responsive, responsible bidder that meets all specifications and requirements stated herein for the life of the contract.

The purchasing agencies anticipate award of the contract within thirty (30) days following bid opening.

STANDARD TERMS AND CONDITIONS:

ACCEPTANCE AND REJECTION: The purchasing agencies reserve the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the agencies.

BRAND NAME REFERENCES: Bids on brands of like nature and quality will be considered. Bids must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The purchasing agencies reserve the right to determine whether offered brands are equivalent and meet the standards of the items specified, and the purchasing agencies may require the bidder to supply additional descriptive material.

DEFAULT: All products furnished will be subject to inspection and acceptance of the purchasing agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the purchasing agency to cancel the contract.

INVOICING: An itemized invoice addressed to the purchasing agency reflecting the agency's individual purchase confirmation, item description, quantity, unit price, and total price including applicable sales tax is required. Payment to the vendor by the purchasing agency will be made within 30 days following delivery, acceptance and invoicing in accordance with these specifications.

DELIVERY (FOB DESTINATION, FREIGHT PAID):

Delivery is required within forty-five (45) working days after receipt of order. "Working days" shall be defined as Monday through Friday of each week exclusive of all official Federal holidays. All transportation expenses for delivery of the finished product will be the responsibility of the contractor.

Extended (Alternate) delivery days may be considered when in the best interest of the purchasing agencies.

If delivery guaranty of forty-five (45) days cannot be met by the bidder, the bidder must state the number of days required to place the product in the ordering agencies designated location. **Failure to state the delivery days obligates the bidder to complete delivery within forty-five (45) working days after receipt of order.**

If the bidder desires to submit an alternate delivery period, the bidder shall insert the number of working days required by the bidder for the delivery of stated product in the blank below.

ALTERNATE DELIVERY: _____ working days after receipt of order for delivery to designated location.

DELIVERY LOCATIONS:

Springdale, Arkansas Fire Department;
Fayetteville, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison,
and Washington Counties, Arkansas as specified by the
department

LIQUIDATED DAMAGES OR PENALTY:

All products furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications constitutes breach of contract and liquidated damages may be imposed by the purchasing agencies.

Liquidated damages imposed by a purchasing agency against the bidder for failure to meet the agreed upon delivery schedule will be one percent (1%) of the invoice amount of the applicable order for each working day beyond the specified delivery time. The bidder shall be relieved of delays due to causes beyond their control such as acts of God, national emergency, strikes, or fire. The bidder must notify in writing, on a timely basis, the purchasing agency of such developments stating reason, justification and extent of delay.

MANUFACTURER AUTHORIZED REPAIR CENTER:

Bidders must provide valid proof of the availability of a factory approved repair/refurbishment center for the timely repair and refurbishment of damaged and or worn products purchased pursuant to this contract. Bidder must provide written guaranty of working days required (barring severe or otherwise unusual circumstances) to complete repair or refurbishment of product.

REPAIR/REFURBISHMENT TIME: Bidder guaranties they will repair or refurbish products purchased under this contract in 5 working days after receipt of order including return delivery to the purchasing agency.

DETAILED ITEM SPECIFICATIONS:

The minimum requirements of this specification are as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, 2007 Edition (hereinafter referred to as NFPA 1971, except in the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Workmanship and material shall be first quality throughout. **All exceptions to specifications must be clearly identified within the bid.** In the absence of comment to a specific point, the bidder is required to furnish a wholly compliant garment. Blanket exception(s) are not allowed.

Does your bid comply with all aspects of this section? Yes XX No _____

The bidder must certify that the products proposed in this bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as third party certification as prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory may fulfill this requirement.

Certification shall include, by definition, the scope of blood borne pathogen protection as follows: When used with BPR gloves, BPR boots, and a BPR helmet (with BPR face shield and ear covers), the garments shall provide head-to-toe blood borne pathogen resistance protection, including interface areas, as defined by the NFPA 1971 Viral Penetration Resistance Test, in conjunction with the NFPA 1971 Whole Garment Liquid Penetration Test.

Does your bid comply with all aspects of this section? Yes XX No _____

Barrier layer material[s] and barrier layer seams shall meet requirements of the NFPA 1971 Viral Penetration Resistance Test.

Does your bid comply with all aspects of this section? Yes XX No _____

Manufacturer must provide third party certification of the required interface blood borne pathogen resistant capability.

Does your bid comply with all aspects of this section? Yes XX No _____

Labels shall be permanently and integrally printed onto breathable materials that meet the requirements for labels of NFPA 1971. Garment labels shall meet all requirements of NFPA 1971 Flame Resistance Test One. The product shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner. Each separable layer shall be labeled with the FEMSA-style DANGER label in an obvious location.

Does your bid comply with all aspects of this section? Yes XX No _____

Pattern tailoring to custom-fit individual department members is mandatory. Individual personnel sizing shall be performed for each and every item ordered. Sizing must be performed by a factory trained measurement specialist taking actual measurements of the firefighter. Sizing measurements shall be taken at the local purchasing agency's location under a schedule mutually agreed upon between the successful bidder and the purchasing agency. No generic sizing such as Small-Medium-Large-Extra Large will be allowed.

Does your bid comply with all aspects of this section? Yes XX No _____

Product sizes shall be provided with the following options: coat chest size in 2-inch increments, coat sleeve length in .5-inch increments, coat back length in 1-inch increments, pants waist size in 2-inch increments, and pants inseam in 1-inch

increments. Each sleeve and inseam length shall provide 100% gradation from shoulder to wrist and from hip to ankle, to provide proper fit for individual arm and leg lengths.

Does your bid comply with all aspects of this section? Yes XX No

A comparative and full range of women's sizing, on women's patterns, must also be available.

Does your bid comply with all aspects of this section? Yes XX No

All linings, including thermal linings and moisture barriers, shall be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.

Does your bid comply with all aspects of this section? Yes XX No

All thread used in seams shall be Nomex® of minimum Tex size T-70. Light colored garments and trim areas shall feature yellow thread. Black and dark garments shall feature black thread. Tan or bronze colored garments shall feature tan thread.

Does your bid comply with all aspects of this section? Yes XX No

All moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

Does your bid comply with all aspects of this section? Yes XX No

All pockets and flaps shall be reinforced at the top corners with bar tack stitching. All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material. The exact location of the reinforcements shall be identified at the time of order by the purchasing agency. All pockets shall have a means to drain water and shall have means of closure. All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches wide, with a flap, or with snaps. The specific placement of the closure system shall be declared at the time of order. 3-Dimensional pocketing shall feature the same construction details as the coats and pants.

Does your bid comply with all aspects of this section? Yes XX No

All garment stress points shall be reinforced with sturdy bar tacks, rivets are not acceptable.

Does your bid comply with all aspects of this section? Yes XX No

Reinforcements shall be provided at cuffs and pockets and shall meet the requirements of NFPA 1971.

All thermal liner or thermal enhancing materials used in the garments shall meet the following criteria after a 500° Fahrenheit oven test:

1) Material shall remain intact and flexible

2) No portion of the material shall crack, crumble or flake

Does your bid comply with all aspects of this section? Yes XX No

The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein.

ASTM D 6193-97 Standard Practice for Stitches and Seams

NFPA 1500, 2002 Edition Standard on Fire Department Occupational Safety and Health Program

NFPA 1851, 2001 Edition Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles

NFPA 1971, 2007 Edition Standard on Protective Ensemble for Structural Fire Fighting

Does your bid comply with all aspects of this section? Yes XX No

Coat styling shall be "Tails" design. The coat shall be approximately 6 inches longer at the rear hem than at the front. The coat composite (all three layers) shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

Does your bid comply with all aspects of this section? Yes XX No

Coats shall feature a tailored three-piece body, one-piece back construction throughout the outer shell, moisture barrier and thermal liner layers. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

Does your bid comply with all aspects of this section? Yes XX No

Coats shall supply an NFPA required and certified Drag Rescue Device. The device shall be designed to fit each individual's chest size. Each strap will be properly labeled with DANGER labels that include what chest size the Rescue Strap is designed to fit along with instructions for care and installation/removal of the Rescue Strap.

Rescue Strap shall be designed in a fashion that it functionally provides a dynamic and articulated action and to eliminate excess strapping material hanging down the back when installed between the garment's liner and outer shell.

The grab handle shall be positioned at the rear of the upper torso where it will be covered by an outer shell tunnel.

Does your bid comply with all aspects of this section? Yes XX No

Sleeves shall be individually graded by coat size and sleeve length. Sleeve design shall feature extra full cut one-piece outer shell set-in sleeves with built-in bellows.

Does your bid comply with all aspects of this section? Yes XX No _____

Coats shall feature 4.5-inch long double-layer 100% Nomex knit inner wristlets protected by flame-resistant and moisture-resistant water wells. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell), and shall provide a thumb attachment by means of a Nomex tabbing material bar tacked at each end approximately 2 inches apart at the cuff opening. A moisture barrier water well with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/ thermal liner sleeve end. The water well must pass the NFPA 1971 Whole Garment Liquid Penetration Test. The thermal liner/wristlet shall be bar tacked and seam sealed at the junction of the moisture barrier sleeve to water well seam to prevent liner pullout. This inner water well assembly shall be interface capable with the appropriate glove to provide wrist protection during the NFPA 1971 Whole Garment Liquid Penetration Test.

Does your bid comply with all aspects of this section? Yes XX No _____

Coats shall feature a 2.5-inch long 100% Nomex knit outer wristlet, which shall be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/ thermal liner assembly.

Does your bid comply with all aspects of this section? Yes XX No _____

Coats shall feature two-inch-wide (5.1 cm-wide) panels of breathable moisture/ pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. An additional layer of 6-inch-wide (15.2-cm-wide) breathable moisture/ pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.

Does your bid comply with all aspects of this section? Yes XX No _____

Coats outer shell materials shall be of 7.5 oz.; PBI/Kevlar Matrix rip-stop weave; with 400 Denier Kevlar Cables. The exact matrix shall be 40% PBI/60% Kevlar.

Coats thermal lining materials shall be of 7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz, and one layer of 1.5 oz.

Coats moisture barriers shall be of 5.0 oz; Crosstech Bi-Component (PTFE) on a 3.2 oz. Nomex III A facecloth.

Does your bid comply with all aspects of this section? Yes XX No _____

Coats liner-moisture barrier assemblies shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing. The liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. Zippers or

hook and loop fasteners in this area not allowed. Liner sleeves shall be attached at the outer shell cuff by means of snaps on two (2) sets of outer shell fabric tabbing strips per cuff. Snaps shall be isolated by the tabbing material so that they will not abrade against the outer shell. The liner at the neck shall be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material, both folded over and sewn in at the neck seam. Attachment shall be by means of four (4) glove straps that penetrate only the layer of the attachment facing towards the liner. The liner system shall incorporate a hook and loop fastener port at the lower right body panel to allow for field inspection of the "internal" condition of the moisture barrier membrane, seam sealing and thermal insulation layer quilt stitching.

Does your bid comply with all aspects of this section? Yes XX No

Coats shall be provided with additional optional specifications listed below:

Fold over Comfort Chinstrap Yes XX No

Liner Inspection Port Yes XX No

Detachable Liner Yes XX No

Liner Label Pocket Yes XX No

Two (2) Postman Take Up Straps Yes XX No

Nomex-Tabbed long wristlets Yes XX No

Articulating Rapid Rescue Strap Yes XX No

Scotchlite Trim, Lime 2-Tone, "Project Fires" Yes XX No

Back Patch with 3" sewn letters -lime Scotchlite
(Department Specification Vary – See Department Options Page)
Yes XX No

Hem Patch with - Avg. 7 Letters - 3" sewn letters -lime Scotchlite; 2" Letters to may be used if necessary to fit (Name Plate – 1st initial with "period", Last Name)

Yes XX No

2" Velcro/Zipper Coat Closure -Gemini Matrix – To match Coat Color
Yes XX No

Dead Air Panels Extended (Over Shoulders, Across Back, Wrist to Elbow)
Yes XX No

Coat Cuffs -Arashield Black Yes XX No

Half Hi Bellows Pockets -Gemini Matrix- Bronze - 7" x 9" x 1.5"
Yes XX No

Hand warmers behind Bellows Pockets -Fleece Yes XX No _____

Does your bid comply with all aspects of this section? Yes XX No _____

PANTS

The pants shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk.

Does your bid comply with all aspects of this section? Yes XX No _____

Pants shall feature a tailored four-piece outer shell with a two-piece moisture barrier and lining. Pants with a four-piece moisture barrier and thermal liner shall be provided, at no additional charge, when and if an individual's tailoring needs require.

Does your bid comply with all aspects of this section? Yes XX No _____

Pants patterning shall incorporate hydraulic, swivel action leg-to-torso interfaces, with oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no "in-crotch" seaming.

Does your bid comply with all aspects of this section? Yes XX No _____

Pants patterning shall meet individual tailoring needs. Diamond-shaped crotch insert shall extend from just above the left knee to above the right knee, and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately 4 inches, graded to size.

Does your bid comply with all aspects of this section? Yes XX No _____

The pants shall have Eight (8) heavy-duty, rust-resistant suspender buttons positioned around the waist. Suspender buttons shall be mounted through waistband of triple layer outer shell material that is internally reinforced.

Does your bid comply with all aspects of this section? Yes XX No _____

The pants shall have the moisture barrier and thermal liner assembly attached to the outer shell at the cuff by means of two (2) Nomex® webbing snap assemblies per leg, and to the waistband, at the waist, with seven (7) evenly-spaced glove snaps. The thermal liner/ moisture barrier shall incorporate a hook and loop fastening port to allow access for field inspection of the moisture barrier membrane, seam sealing and thermal insulating layer/ quilt stitching.

Does your bid comply with all aspects of this section? Yes XX No _____

Pant Outer Shell shall be of 7.5 oz.; PBI/Kevlar Matrix ripstop weave with 400 Denier Kevlar Cables. The exact matrix shall be 40% PBI/60% Kevlar.

Pant Thermal Lining shall be of 7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth, 1 layer of 2.3 oz., and one layer 1.5 oz.

Pant Moisture Barrier shall be of 5.0 oz; Crosstech Bi-Component on a 3.2 oz. Nomex III A facecloth.

Does your bid comply with all aspects of this section? Yes XX No

Coats shall be provided with additional optional specifications listed below:

Narrow 1.5" Velcro Fly Yes XX No

Liner Inspection Port Yes XX No

Detachable Liner Yes XX No

3" Cuff trim -Lime 2-Tone Scotchlite Yes XX No

Dead Air Panels – Pant Leg Front – From Waist to Knee
Yes XX No

Angled Cuffs -Pants -Gemini Matrix – To match Pants Color
Yes XX No

Pants Cuffs -Arashield Black Yes XX No

BiFlex Heat Channel Knees – Field Replaceable - Kevlar/Nomex Black
Yes XX No

Horizontal Strips in BiFlex knee to be Arashield Black Yes XX No

Large Bellows Pockets -Pants -Gemini Matrix - 10" x 10" x 2" Lined with Arashield Black
Yes XX No

Snap Style Suspender Attachment Yes XX No

Suspenders with Snap Attach and Quick Adjust Installed
Yes XX No

Two (2) Postman Take Up Straps Yes XX No

The following **Department Specific Options** must be incorporated into the bidder's price entered on Page One of this Bid Invitation:

Springdale Fire Department Option Package:

Back Patch of Gemini Matrix, Bronze in color, with "SPRINGDALE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of Gemini Matrix, Bronze in color, 8"x3"x2" located on left chest.

Mic Tab of Gemini Matrix, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket.

Lanyard Flashlight Clip of Gemini Matrix, Bronze in color to accommodate "Kohler Brightstar" 90° flashlight located on right chest.

Does your bid comply with all aspects of this section? Yes XX No _____

Bentonville Fire Department Option Package:

Back Patch of Gemini Matrix, Bronze in color, with "B.F.D." in 3" sewn letters of lime Scotchlite and 3 sewn "Periods"

Radio Pocket of Gemini Matrix, Bronze in color, 8"x3"x3" located on left chest.

Mic Tab of Gemini Matrix, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket.

Lanyard Flashlight Clip of Gemini Matrix, Bronze in color to accommodate "Big Ed" 90° style flashlight and located on right chest.

Does your bid comply with all aspects of this section? Yes XX No _____

Fayetteville Fire Department Option Package:

Back Patch of Gemini Matrix, Bronze in color, with "F.F.D." in 3" sewn letters of lime Scotchlite and 3 sewn "Periods"

Radio Pocket of Gemini Matrix, Bronze in color, 8"x3"x3" located on left chest.

Mic Tab of Gemini Matrix, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket.

Flashlight Clip w/Velcro on Strap of Gemini Matrix, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

2 – "Hip Pockets" of Gemini Matrix, Bronze in color, 8"x8 ½" located on pants and lined with Kevlar.

Does your bid comply with all aspects of this section? Yes XX No _____

SUBSTITUTION OF BRAND:

No substitutions of brand under this contract after award. Any delivery of unauthorized substitutions will be considered contract default.

GUARANTY:

All items delivered shall be newly manufactured and in first-class condition. The bidder hereby guarantees that items furnished hereunder will be free from defects in design, workmanship and material. The bidder also guarantees that all applicable laws will be complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

ASSIGNMENT:

The contract entered into pursuant to this invitation for bid is not assignable, nor the duties herein delegable by either party without the written consent of the other party of the contract.

DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin.

BIDDER'S CONTACT INFORMATION

COMPANY NAME	<u>Wayest Safety, Inc.</u>
STREET ADDRESS	<u>5514 South 94th East Avenue</u>
CITY	<u>Tulsa</u>
STATE and ZIP CODE	<u>Oklahoma, 74145</u>
PHONE NUMBER	<u>800-256-1002 or 918-665-2330</u>

AUTHORIZED AGENT OF BIDDER SIGNATURE AND TITLE

 _____	<u>Account Representative</u>
Signature	Title

City Council Agenda Items
and
Contracts, Leases or Agreements

2/21/2012

City Council Meeting Date
Agenda Items Only

CB
Chris Brown
Submitted By

Engineering
Division

Development Services
Department

Ordinance

Action Required:

A resolution approving a payment to Arkansas & Missouri Railroad (A&MRR) in an amount not to exceed \$297,258.54 for the replacement of crossing panels and the installation of railroad signal equipment affected by the reconstruction and widening of Cato Springs Road from Razorback Rd to S. School Ave.

\$	283,424.00
\$	13,835.00

Cost of this request

\$	283,424.00
\$	632,909.00

Category / Project Budget

	Transportation bond funds
	Transportation bond funds

Program Category / Project Name

4470.9470.5809.00	
4470.9470.5809.00	

Account Number

\$	-
\$	600,967.66

Funds Used to Date

	Transportation bond funds
	Transportation bond funds

Program / Project Category Name

06035.1200	
06035.1200	

Project Numbers

\$	283,424.00
\$	31,941.34

Remaining Balance

	CIP
	CIP

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒

Department Director

02-03-2012
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City Clerk's Office 02-03-12 A09:45 RCVD

Chief of Staff

Date

Received in Mayor's Office

Mayor

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

Council Meeting of February 21, 2012

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*

From: Chris Brown, City Engineer *CB*

Date: February 2, 2012

Subject: A resolution approving a payment to Arkansas & Missouri Railroad in an amount not to exceed \$297,258.54 for the replacement of crossing panels and the installation of railroad signal equipment affected by the reconstruction and widening of Cato Springs Road from Razorback Rd to S. School Av.

PROPOSAL:

The City has received a proposal in the amount of \$297,258.54 from the A&MRR for the replacement of crossing panels and the installation of railroad signal equipment. The scope of work will include 3 new concrete panel crossings, leveling of existing tracks to create a smoother crossing at Cato Springs Road, installing flashing lights, vehicular gates, pedestrian gates and appurtenances.

At the June 7th City Council meeting, staff recommended approval of the construction contract for Cato Springs Road to Dean Crowder Construction. Staff also presented City Council with the attached spreadsheet which outlines the entire project expenditures, and stated that certain third party expenditures would have approved at a future date by the City Council. This expenditure to Arkansas & Missouri Railroad (A&MRR) is one of those identified project budget items.

RECOMMENDATION:

Staff recommends City Council approval of this payment to A&MRR. Street Committee recommended approval at the January 31st meeting.

BUDGET IMPACT:

Funds have been included in the overall project budget (attached) which is funded by the Transportation Bond Program, CIP Funding, and Water & Sewer Funding. The original estimate from A&MRR was \$355,986.00, but staff has negotiated with A&MRR to reduce this amount to \$297,259.54, a savings of approximately \$58,726.46. The attached budget adjustment transfers CIP funds from other Bond Projects to cover the cost of this work.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH ARKANSAS & MISSOURI RAILROAD FOR REIMBURSEMENT OF \$297,258.54 FOR REPLACEMENT OF CROSSING PANELS AND INSTALLATION OF RAILROAD SIGNAL EQUIPMENT AFFECTED BY THE RECONSTRUCTION AND WIDENING OF CATO SPRINGS ROAD FROM RAZORBACK ROAD TO S. SCHOOL AVENUE, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, the reconstruction and widening of Cato Springs Road from Razorback Road to S. School Avenue will require replacement of crossing panels and the installation of railroad signal equipment at the Arkansas & Missouri Railroad crossing; and

WHEREAS, the scope of work will include three (3) new concrete panel crossings, leveling of existing tracks to create a smoother crossing a Cato Springs Road, installing flashing lights, vehicular gates, pedestrian gates and appurtenances; and

WHEREAS, as part of the Cato Springs Road Widening and Improvement Project construction contract approval with Dean Crowder Construction, the City Council was made aware of certain third party expenditures which would have to be approved in the future to fully implement the project; and

WHEREAS, this agreement with Arkansas & Missouri Railroad is one such expenditure; and

WHEREAS, Arkansas & Missouri Railroad should effectuate improvements to their own railroad according to its needs and specifications,

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible

or practical, and therefore waives the requirements of formal competitive bidding and authorizes an agreement with Arkansas & Missouri Railroad for reimbursement of \$297,258.54 for replacement of crossing panels and installation of railroad signal equipment affected by the reconstruction and widening of Cato Springs Road from Razorback Road to S. School Avenue.

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 21st day of February, 2012.

APPROVED:

ATTEST:

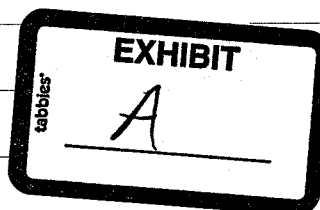
By: _____
LIONELD JORDAN, Mayor

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

C. 4 V11.0310
Arkansas & Missouri
~~Railroad Reimbursement~~

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

	2/3/12 2-3-2012 02-03-2012 2-3-2012 2-6-12 2/6/12	Prepared By: _____ Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ 6/7/2011 Posted to General Ledger _____ Checked / Verified _____
Division Head Budget Director Department Director Finance Director Chief of Staff Mayor	Date Date Date Date Date Date	_____ <i>ehutchens</i> _____ Initial Date Initial Date

[illegible]

January 20, 2012

Mr. Chris Brown, PE
City Engineer, City of Fayetteville
125 West Mountain St.
Fayetteville, Arkansas

Re: Cato Springs Roadway Improvements and AMRR

Dear Mr. Brown:

It is my understanding that the City of Fayetteville's roadway improvements on Cato Springs has now been awarded to a general contractor. From the on-site meeting with on January 13 with my staff, I further understand the City will be preparing documentation for City Council approval for the funding of the railroad improvements as a part of these roadway improvements.

Please find below our price for the construction of this project.

Item #	Item	Quantity	Unit	Unit Price	Cost
1	Surfacing Equipment	30	Per Hour	\$100.00	\$3,000.00
2	Track Ballast	240	Ton	\$80.00	\$19,200.00
3	Angle Bars (pair)	12	Each	\$76.00	\$912.00
4	Track Spike	20	Keg	\$68.00	\$1,360.00
5	Concrete Panels	108	Linear Foot	\$250.00	\$27,000.00
6	141# Rail	480	Ton	\$20.00	\$9,600.00
7	10' Cross Ties	90	Each	\$70.00	\$6,300.00
8	8'6" Cross Ties	54	Each	\$61.00	\$3,294.00
9	Tie Plates	288	Each	\$9.50	\$2,736.00
				Subtotal	\$73,402.00
				Tax @ 9.25%	\$6,790.00
10	Man Hours	270	Hours	\$37.50	\$10,125.00
11	Engineering & Coordination	1	Lump Sum	\$15,000.00	\$15,000.00
				Subtotal for AMRR	\$105,317.00
1	Sub-Contractor	1	Lump Sum	\$190,441.54	\$190,441.54
2	Sub-Contractor Coordination	40	Hours	\$37.50	\$1,500.00
TOTAL ESTIMATED COST					\$297,258.54

Note:

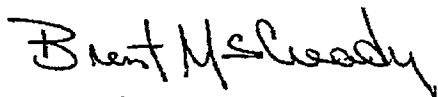
- 1) The AMRR will guarantee the cost noted here in for 90 days past the date of this letter. The AMRR reserves the right to pursue alternate sub-contractors and perform work in part or in whole for which they deem to be in the best interest of the Railroad.
- 2) Work at this site will be performed by the railroad or its sub-contractor under a road closed to through traffic work zone with the road closure to be provided by the City or the Contractor selected by the City.

Chris Brown, PE
Cato Springs Railroad Improvements
Page 2 of 2

The Arkansas Missouri Railroad will coordinate its work with the City and the City selected contractor.
We will work to help ensure a safer railroad crossing at this location.

Please call me with any questions.

Sincerely,



Brent G. McCready
President

cc:

Jim Crouch, Cypert, Crouch, Clark & Harwell, PLLC
Kip Guthrie, PE - Jacobs
File

**Railroad Signal Intl.**

15110 E. Pine St.

Tulsa, Oklahoma 74116

Phone: (918) 234-1522 fax: (918) 234-1529

www.railroadsignalintl.com

CUSTOMER: A&M RAILROAD
PROJECT: FURNISH AND INSTALL 6X6 CONTROL HOUSE
2 EA RAILROAD GATES WITH LED LIGHT HEADS
1 EACH PED GATE
CIRCUITS DESIGNED TO PROTECT 3 TRACKS ACROSS ROADWAY
LOCATION: CATO SPRINGS FAYETTEVILLE ARKANSAS
CONTROL: HXP-R CWT

MATERIALS SHOP WIRING AND TESTING	\$ 88,921.32
FIELD LABOR, TESTING, ENGINEERING, EQUIP OVERHEAD, SHIPPING ETC.	\$ 101,520.22
TOTAL COST OF PROJECT	\$ 190,441.54

PRICE DOES NOT INCLUDE ANY TRACKWORK EXCEPT BONDING RAIL
PRICE FOB JOB SITE.
PRICE DOES NOT INCLUDE ANY TAX OF ANY KIND.
INSULATED JOINT AND SW RODS IF REQUIRED BY RAILROAD
THIS QUOTATION IS VALID FOR A PERIOD OF 30 DAYS FROM BID DATE

RAILROAD SIGNAL INTL.

RACHEL BURNS
DIRECTOR OF SALES

8/11/2011

DATE

APPROVED BY: _____**PO#** _____**APPROVED DATE:** _____

040496 Cato Springs Road (S. School - Razorback)

PROJECT EXPENDITURES	Engineering/Const Mgmt		
	Consultant Engineer	Orig Design Contract	\$227,550
		Amendmt #1	\$278,150
		Amendmt #2	\$196,350
		Garver Subtotal	\$702,050
	Engineering Staff Time (2006-2011)	Engs, Surveyors, Land Agents	\$144,627
	Const. Project Manager		\$63,000
	Const. Project Inspector		\$84,000
	Staff Engineer		\$12,600
	City Engineer		\$7,100
	In-house Surveying (2 Man)		\$3,000
		Contra Subtotal	\$314,327
	Materials Testing Lab		\$20,000
		Engineering Total	\$1,036,377
	Right Of Way		
			\$258,457
		Contingency	\$50,000
		Right Of Way Total	\$308,457
	Utilities		
	Arkansas Western Gas		\$94,312
	SWEPCO		\$177,886
	AT&T		\$0
		Utilities Total	\$272,198
	A&M Railroad		
	Control House, Gates & Signals		\$166,932
	Conc. Panels, Timber Ties, Ballast		\$189,054
		Railroad Total	\$355,986
	Construction		
	Water & Sewer		\$691,389
	Road		\$3,123,784
		SubTotal	\$3,815,173
		5% Contingency	\$190,759
		Construction Total	\$4,005,932
	Permits		
	ADOH		\$500
	NOI		\$200
	STAA		\$200
	Railroad		\$5,800
		Permits Total	\$6,700
	AHTD Administration		
	AHTD Design Admin.		\$5,000
	AHTD Construction Admin.		\$25,000
		AHTD Admin Total	\$30,000
	GRAND TOTAL PROJECT COST		\$6,015,650
FUNDING SOURCES	Federal Funding (Max.)		-\$2,879,679
	TOTAL COST TO CITY		\$3,135,971
	Water & Sewer Funding		-\$350,000
	CIP Funding (Excess Project Funds)		-\$441,335
	TOTAL COST TO BOND PROGRAM		\$2,344,636

Agenda Session Meeting 2/14/12

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
February 21, 2012**

A meeting of the Fayetteville City Council will be held on February 21, 2012 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 February 7, 2012 City Council meeting minutes.
- ✓ 2. **McClelland Consulting Engineers Amendment #3:** A resolution approving Amendment #3 to the engineering services agreement with McClelland Consulting Engineers in the amount of \$68,515.00 for construction phase services for the second phase of the Highway 265 Water and Sewer Relocation Project from Joyce Avenue to Albright Road, maintaining a project contingency of \$20,000.00 and approving a budget adjustment.

3. **Insituform Technologies, Inc.:** A resolution approving a contract extension with Insituform Technologies, Inc. and approving an authorization of \$330,000.00 for scheduled lining services for cured-in-place sanitary sewer linings throughout the system and \$185,595.00 for sewer rehabilitation in the vicinity of the Elkins outfall gravity sewer project.
4. **Bid #12-17 MHC Kenworth of Springdale:** A resolution awarding Bid #12-17 and authorizing the purchase of one (1) tandem axle diesel spreader from MHC Kenworth of Springdale in the amount of \$156,444.08 for use in the biosolids management wastewater project, and approving a budget adjustment.
5. **Evans Construction and Remodeling:** A resolution approving a contract in the amount of \$20,000.00 with Evans Construction and Remodeling for a Community Development Block Grant (CDBG) rehabilitation at 800 E. Pittman.
6. **Ranger's Pantry Donation Revenue:** A resolution approving a budget adjustment in the amount of \$4,928.00 representing donation revenue to the Ranger's Pantry Pet Food Bank through the Howliday Donation Drive, matching funds from an anonymous donor, donation revenue to the Senior Giving Tree Event, and expressing gratitude for the donations.
7. **Animal Services Donation Revenue:** A resolution to thank the estate of Julia Hicks for a \$25,000.00 donation to the Fayetteville Animal Shelter, to thank the other generous citizens for their additional donations of \$23,220.00 to the Fayetteville Animal Shelter in the fourth quarter of 2011 and to approve a budget adjustment in the amount of \$48,220.00 to recognize this revenue.
8. **Watershed Conservation Resource Center (WCRC) Amendment No. 1:** A resolution approving Amendment No. 1 to a memorandum of understanding with the Watershed Conservation Resource Center (WCRC) in an amount not to exceed \$25,201.00 to repair portions of the Niokaska Creek Riparian Corridor through Sweetbriar Park and surrounding properties damaged in April 2011 floods, and approving a budget adjustment.
9. **Repeal Resolution No. 117-00:** A resolution to repeal Resolution No. 117-00 and to authorize the Administration to forgo requiring customers using a credit or debit card to pay a "convenience fee" for such usage.

B. Unfinished Business:

1. **Amend §176.03 Exemptions:** An ordinance to amend §176.03 Exemptions of the Outdoor Lighting chapter of the UDC to allow the lights to remain on a tree on the Square and to allow accent lighting on restaurant and bar patios. *This ordinance was left on the Second Reading at the February 7, 2012 City Council meeting.*

Left on the Second Reading

- ✓ **Amend Chapter 151 Definition of "Family":** An ordinance to amend the definition of "Family" found in Chapter 151 Definitions of the Unified Development Code to allow the City Council to authorize up to five (5) unrelated persons in some units of a Planned Zoning District. *This ordinance was left on the First Reading at the February 7, 2012 City Council meeting.*

Left on the First Reading

C. New Business:

- ✓ **Honorary Jack Luper Boulevard:** A resolution designating Joyce Boulevard from College Avenue to Crossover Road as the honorary Jack Luper Boulevard.
- ✓ **Garver, LLC:** A resolution approving a contract with Garver, LLC in an amount not to exceed \$235,900.00 for preliminary site evaluation, design and construction administration of a Downtown/Entertainment District Parking Deck, approving a \$20,000.00 project contingency, and approving a budget adjustment.
- ✓ **Amend Ordinance No. 5294:** An ordinance amending Ordinance No. 5294 waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest Safety, Inc. for unit prices indicated to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department through November 14, 2014.
- ✓ **Arkansas & Missouri Railroad Reimbursement:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Arkansas & Missouri Railroad for reimbursement of \$297,258.54 for replacement of crossing panels and installation of railroad signal equipment affected by the reconstruction and widening of Cato Springs Road from Razorback Road to S. School Avenue, and approving a budget adjustment.

D. City Council Agenda Session Presentations:

1. Quarterly Economic Development Contract Performance Update - by Chung Tan and Steve Clark, Fayetteville Chamber of Commerce

City Council Tour:

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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Pre Agenda Meeting 2/8/12

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
February 21, 2012**

A meeting of the Fayetteville City Council will be held on February 21, 2012 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 February 7, 2012 City Council meeting minutes.
- ✓ **McClelland Consulting Engineers Amendment #3:** A resolution approving Amendment #3 to the engineering services agreement with McClelland Consulting Engineers in the amount of \$68,515.00 for construction phase services for the second phase of the Highway 265 Water and Sewer Relocation Project from Joyce Avenue to Albright Road, maintaining a project contingency of \$20,000.00 and approving a budget adjustment.

3. **Insituform Technologies, Inc.:** A resolution approving a contract extension with Insituform Technologies, Inc. and approving an authorization of \$330,000.00 for scheduled lining services for cured-in-place sanitary sewer linings throughout the system and \$185,595.00 for sewer rehabilitation in the vicinity of the Elkins outfall gravity sewer project.
4. **Bid #12-17 MHC Kenworth of Springdale:** A resolution awarding Bid #12-17 and authorizing the purchase of one (1) tandem axle diesel spreader from MHC Kenworth of Springdale in the amount of \$156,444.08 for use in the biosolids management wastewater project, and approving a budget adjustment.
5. **Evans Construction and Remodeling:** A resolution approving a contract in the amount of \$20,000.00 with Evans Construction and Remodeling for a Community Development Block Grant (CDBG) rehabilitation at 800 E. Pittman.
6. **Ranger's Pantry Donation Revenue:** A resolution approving a budget adjustment in the amount of \$4,928.00 representing donation revenue to the Ranger's Pantry Pet Food Bank through the Howliday Donation Drive, matching funds from an anonymous donor, donation revenue to the Senior Giving Tree Event, and expressing gratitude for the donations.
7. **Animal Services Donation Revenue:** A resolution to thank the estate of Julia Hicks for a \$25,000.00 donation to the Fayetteville Animal Shelter, to thank the other generous citizens for their additional donations of \$23,220.00 to the Fayetteville Animal Shelter in the fourth quarter of 2011 and to approve a budget adjustment in the amount of \$48,220.00 to recognize this revenue.
8. **Watershed Conservation Resource Center (WCRC) Amendment No. 1:** A resolution approving Amendment No. 1 to a memorandum of understanding with the Watershed Conservation Resource Center (WCRC) in an amount not to exceed \$25,201.00 to repair portions of the Niokaska Creek Riparian Corridor through Sweetbriar Park and surrounding properties damaged in April 2011 floods, and approving a budget adjustment.
9. **Repeal Resolution No. 117-00:** A resolution to repeal Resolution No. 117-00 and to authorize the Administration to forgo requiring customers using a credit or debit card to pay a "convenience fee" for such usage.

B. Unfinished Business:

1. **Amend §176.03 Exemptions:** An ordinance to amend §176.03 Exemptions of the Outdoor Lighting chapter of the UDC to allow the lights to remain on a tree on the Square and to allow accent lighting on restaurant and bar patios. *This ordinance was left on the Second Reading at the February 7, 2012 City Council meeting.*

Left on the Second Reading

- ✓ 2. **Amend Chapter 151 Definition of "Family":** An ordinance to amend the definition of "Family" found in Chapter 151 Definitions of the Unified Development Code to allow the City Council to authorize up to five (5) unrelated persons in some units of a Planned Zoning District. *This ordinance was left on the First Reading at the February 7, 2012 City Council meeting.*

Left on the First Reading

C. New Business:

- new memo from Terry*
1. **Honorary Jack Luper Boulevard:** A resolution designating Joyce Boulevard from College Avenue to Crossover Road as the honorary Jack Luper Boulevard.
2. **Amend Ordinance No. 5294:** An ordinance amending Ordinance No. 5294 waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest Safety, Inc. for unit prices indicated to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department through November 14, 2014.
3. **Arkansas & Missouri Railroad Reimbursement:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Arkansas & Missouri Railroad for reimbursement of \$297,258.54 for replacement of crossing panels and installation of railroad signal equipment affected by the reconstruction and widening of Cato Springs Road from Razorback Road to S. School Avenue, and approving a budget adjustment.
- more #2*
4. **Garver, LLC:** A resolution approving a contract with Garver, LLC in an amount not to exceed \$235,900.00 for preliminary site evaluation, design and construction administration of a Downtown/Entertainment District Parking Deck, approving a \$20,000.00 project contingency, and approving a budget adjustment.

D. City Council Agenda Session Presentations:

1. Quarterly Economic Development Contract Performance Update - by Chung Tan and Steve Clark, Fayetteville Chamber of Commerce

City Council Tour:

Announcements:

Adjournment:

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Lisa Branson - agenda presentation item

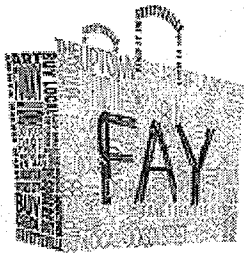
From: Don Marr
To: Branson, Lisa; Johnson, Kimberly
Date: 1/19/2012 2:03 PM
Subject: agenda presentation item

Lisa - This is to confirm my request to have added to the Feb 21st meeting, and specifically the Feb. 14th Agenda Session Presentation the following:

Quarterly Economic Development Contract Performance Update - by Chung Tan and Steve Clark, Fayetteville Chamber of Commerce.

Thanks,
Don

Don Marr



**FIND IT
IN
FAYETTEVILLE**

Chief of Staff for Mayor Jordan
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Fayetteville, AR 72701
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For TDD: (Telecommunications Device for the Deaf)
Dial 479-521-1316
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