

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith



ALDERMEN

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
May 06, 2014**

A meeting of the Fayetteville City Council will be held on May 06, 2014 at 5:30 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:

1. Annual Arkansas Recreation and Parks Association Annual Conference Awards:

**Volunteer Group of the Year – Disc Golf Club
Volunteer of the Year – Diane Gaynor, Community Garden Leader
Natural Resource Award – Lake Fayetteville Prairie Restoration Project**

City Council Meeting Presentations, Reports and Discussion Items:

1. Quarterly Financial Report – 1st Quarter 2014, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. Approval of the April 15, 2014 City Council meeting minutes. **APPROVED**

2. **Animal Services Donation Revenue:** A resolution to approve a budget adjustment in the total amount of \$9,588.00 representing donation revenue to Animal Services for the first quarter of 2014.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 83-14

3. **2014 Bulletproof Vest Partnership Program:** A resolution to authorize a fifty percent (50%) matching grant application to the 2014 Bulletproof Vest Partnership Program seeking a grant in the amount of \$42,000.00 for the replacement of body armor vests for Fayetteville Police Officers and Emergency Response Team Officers.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 84-14

4. **Garver, LLC:** A resolution to approve a professional engineering services agreement with Garver, LLC for surveying and design services related to the installation of a propane fueling system at the Happy Hollow maintenance site in the amount of \$33,800.00, approving a project contingency of \$3,380.00, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 85-14

5. **Bid #10-47 King Electric Contractors:** A resolution to authorize a contract with King Electrical Contractors in the amount of \$37,770.00, pursuant to Bid #10-47, for the installation of LED trail light fixtures and light poles along the Tsa La Gi Trail, and to approve a ten percent (10%) project contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 86-14

6. **Bid #14-23 First Light and Whatley, Inc.:** A resolution to authorize the purchase of LED trail light fixtures from First Light of Tulsa in the amount of \$87,048.00 plus applicable sales tax, and to authorize the purchase of light poles from Whatley, Inc. in the amount of \$29,744.00 plus applicable sales tax, pursuant to Bid #14-23, for installation along the Tsa La Gi Trail.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 87-14

7. **McClelland Consulting Engineers, Inc.:** A resolution to authorize a professional engineering services agreement with McClelland Consulting Engineers, Inc. in the amount of \$371,396.00 for design and related services for improvements to Zion Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 88-14

8. **Jorgensen and Associates, Inc.:** A resolution to authorize a professional engineering services agreement with Jorgensen and Associates, Inc. in an amount not to exceed \$387,000.00 for design and related services for the extension of Rupple Road from Persimmon Street to Martin Luther King, Jr. Boulevard.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 89-14

9. **Amend Resolution 218-13:** A resolution to amend Resolution No. 218-13 to approve a change order and authorize a payment in the amount of \$3,451.74 to Royal Communications, Inc. for Phase One of the Access Control Project; to authorize a payment of \$25,459.11 to Royal Communications, Inc. for equipment already purchased for Phase Two; to cancel the existing contract with Royal Communications, Inc. for Phases Two and Three; to approve a contract with Electra Link, Inc. through RFP 13-11 for Phases Two and Three of the Access Control Project in the total amount of \$42,206.00; to authorize a ten percent (10%) project contingency; and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 90-14

10. **RJN Group, Inc.:** A resolution to approve a contract with RJN Group, Inc. in the amount of \$56,000.00 for professional engineering services, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 91-14

11. **Whole Foods, Inc.:** A resolution to express the City Council's intention to pay for the installation of a traffic signal at Masonic Drive and College Avenue if Whole Foods, Inc. constructs its store at this intersection and to approve a budget adjustment of \$150,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 92-14

12. **CH2M Hill Engineers, Inc. Amendment No. 5:** A resolution to approve Amendment No. 5 to the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc. to increase the contract in the amount of \$80,632.00 and approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 93-14

13. **CH2M Hill Engineers, Inc.:** A resolution to exercise a new five year option to renew the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 94-14

14. **Biobased Realty, LLC:** A resolution to accept Biobased Realty, LLC's offer of \$200,000.00 as satisfaction of the City's right to receive a portion of the increased sales price of the raw land sold to Biobased Realty, LLC if such land is sold within ten years.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 95-14

B. Unfinished Business: None

C. New Business:

- 1. Lose and Associates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement for professional landscape, architectural and engineering services with Lose and Associates, Inc. in the amount not to exceed \$726,022.00 for design and construction documentation of the Regional Park.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 98-14

- 2. RZN 14-4659 (West Side of Beechwood and South of the Domain/Beechwood Properties):** An ordinance rezoning that property described in rezoning petition RZN 14-4659, for approximately 9.74 acres, located at the west side of Beechwood, south of the domain from I-1, Heavy Commercial/Light Industrial, to CS, Community Services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5683

- 3. VAC 14-4655 (Southwest Corner of Razorback and 15th/Razorback Student Housing):** An ordinance approving VAC 14-4655 submitted by Crafton Tull for property located at the southwest corner of Razorback and 15th Street to vacate a portion of a utility easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5684

- 4. VAC 14-4656 (2693 Valencia Ave./Riverwood Homes):** An ordinance approving VAC 14-4656 submitted by Riverwood Homes for property located at 2693 Valencia Avenue to vacate a portion of a utility easement and drainage easement, a total of approximately 42 square feet.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5685

- 5. I-PZD 14-4662 Industrial Planned Zoning District (701 W. North):** An ordinance establishing an Industrial Planned Zoning District titled I-PZD 14-4662, Project Corral, located at 701 W. North Street; containing approximately 0.76 acres; amending the official zoning map of the City of Fayetteville; and adopting the zoning criteria and Associated Master Development Plan.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5686

- 6. Environmental Consulting Operations, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5687

7. **City Council Support for Firefighters:** A resolution to express the City Council's support of a legislative enactment to create a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters. ***This item was moved from New Business #7 to New Business #2.***

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 97-14

8. **Block Avenue Parking:** A resolution to reaffirm the back-in parking design on Block Avenue between Dickson Street and Spring Street. ***This item was moved from New Business #8 to New Business #1.***

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 96-14

D. City Council Agenda Session Presentations:

1. **Economic Development Quarterly Report** – Chung Tan
2. **Regional Park Update** – Alison Jumper, Park Planning Superintendent
3. **Land for Sale Adjacent to Gulley Park Presentation** – Wade Colwell

E. City Council Tour:

F. Announcements:

Adjournment: 8:20 p.m.

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:

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.

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.

Old business and new business.

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 aids in a City Council meeting as part of their presentation.

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.

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 Meeting:

May 6, 2014

Adjourn: 8:20 pm

Subject:	Roll				
<u>Alderman Gray was absent</u>	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	Absent			
	Marsh	✓			
	Mayor Jordan	✓			

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:	Consent				
Motion To:		Approve			
Motion By:		Tennant			
Seconded:		Adams			
Minutes Approved	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
passed 83-14 thru 95-14	Long	✓			
	Gray	Absent			
	Marsh	✓			
	Mayor Jordan				

7-0

Subject:	Block Avenue Parking - Move to New Business #1				
Motion To:		Move to NB #1			
Motion By:		Petty			
Seconded:		Tennant			
Moved to NB #1 passed 96-14	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	absent			
	Marsh	✓			
	Mayor Jordan				

7-0

Subject:	None				
Motion To:					
Motion By:					
Seconded:					
B. 1 Unfinished Business	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:		Lose and Associates, Inc. Amendment No. 1			
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Marsh			
C. 1 New Business <u>passed</u> 98-14	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	Absent			
	Marsh	✓			
	Mayor Jordan				

7-0

Subject:		RZN 14-4659 (West Side of Beechwood and South of the Domain/Beechwood Properties)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Petty	Petty		
Seconded:		Tennant	Adam		
C. 2 New Business <u>passed</u> 5083	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Marsh	Absent during the vote.	✓	✓	
	Mayor Jordan				

6-0

7-0

7-0

Subject:		VAC 14-4655 (Southwest Corner of Razorback and 15th/Razorback Student Housing)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Petty		
Seconded:		Long	Tennant		
C. 3 New Business <u>passed</u> 5084	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	Absent	absent	absent	
	Marsh	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		VAC 14-4656 (2693 Valencia Ave./Riverwood Homes)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Long	Adams		
Seconded:		Marsh	Marsh		
C. 4 New Business <u>passed</u> 5085	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Marsh	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		I-PZD 14-4662 Industrial Planned Zoning District (701 W. North)			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Petty</i>	<i>Long</i>		
Seconded:		<i>Tennant</i>	<i>Marsh</i>		
C. 5 New Business <u><i>passed</i></u> <i>5686</i>	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>	
	Marsh	✓	✓	✓	
	Mayor Jordan				
		<i>7-0</i>	<i>7-0</i>	<i>7-0</i>	

Subject:		Environmental Consulting Operations, Inc.			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Schoppmeyer</i>	<i>Marsh</i>		
Seconded:		<i>Marsh</i>	<i>Long</i>		
C. 6 New Business <u><i>passed</i></u> <i>5687</i>	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>	
	Marsh	✓	✓	✓	
	Mayor Jordan				
		<i>7-0</i>	<i>7-0</i>	<i>7-0</i>	

Subject:		City Council Support for Firefighters <i>Move to NB #2</i>			
Motion To:		<i>Move to NB #2</i>	<i>Approve</i>		
Motion By:		<i>Long</i>	<i>Petty</i>		
Seconded:		<i>Marsh</i>	<i>Marsh</i>		
C. 7 New Business <i>Passed</i> <i>9-14</i>	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	Adams	✓	✓		
	Long	✓	✓		
	Gray	<i>Absent</i>	<i>Absent</i>		
	Marsh	✓	✓		
	Mayor Jordan				

7-0

7-0

Subject:		Block Avenue Parking			
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Kinion</i>			
C. 8 New Business <i>Moved to NB #1</i> <i>passed</i> <i>9-14</i>	Kinion	✓			
	Petty	✓			
	Tennant	<i>N</i>			
	Schoppmeyer	<i>N</i>			
	Adams	✓			
	Long	<i>N</i>			
	Gray	<i>Absent</i>			
	Marsh	✓			
	Mayor Jordan	✓			

Passed 5-3
Mayor voted



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **May 7, 2014**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of May 6, 2014**

1. **Animal Services Donation Revenue:** A resolution to approve a budget adjustment in the total amount of \$9,588.00 representing donation revenue to Animal Services for the first quarter of 2014.
2. **2014 Bulletproof Vest Partnership Program:** A resolution to authorize a fifty percent (50%) matching grant application to the 2014 Bulletproof Vest Partnership Program seeking a grant in the amount of \$42,000.00 for the replacement of body armor vests for Fayetteville Police Officers and Emergency Response Team Officers.
3. **Garver, LLC:** A resolution to approve a professional engineering services agreement with Garver, LLC for surveying and design services related to the installation of a propane fueling system at the Happy Hollow maintenance site in the amount of \$33,800.00, approving a project contingency of \$3,380.00, and approving a budget adjustment.
4. **Bid #10-47 King Electric Contractors:** A resolution to authorize a contract with King Electrical Contractors in the amount of \$37,770.00, pursuant to Bid #10-47, for the installation of LED trail light fixtures and light poles along the Tsa La Gi Trail, and to approve a ten percent (10%) project contingency.
5. **Bid #14-23 First Light and Whatley, Inc.:** A resolution to authorize the purchase of LED trail light fixtures from First Light of Tulsa in the amount of \$87,048.00 plus applicable sales tax, and to authorize the purchase of light poles from Whatley, Inc. in the amount of \$29,744.00 plus applicable sales tax, pursuant to Bid #14-23, for installation along the Tsa La Gi Trail.

6. **McClelland Consulting Engineers, Inc.:** A resolution to authorize a professional engineering services agreement with McClelland Consulting Engineers, Inc. in the amount of \$371,396.00 for design and related services for improvements to Zion Road.
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8. **Amend Resolution 218-13:** A resolution to amend Resolution No. 218-13 to approve a change order and authorize a payment in the amount of \$3,451.74 to Royal Communications, Inc. for Phase One of the Access Control Project; to authorize a payment of \$25,459.11 to Royal Communications, Inc. for equipment already purchased for Phase Two; to cancel the existing contract with Royal Communications, Inc. for Phases Two and Three; to approve a contract with Electra Link, Inc. through RFP 13-11 for Phases Two and Three of the Access Control Project in the total amount of \$42,206.00; to authorize a ten percent (10%) project contingency; and to approve a budget adjustment.
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10. **RJN Group, Inc.:** A resolution to approve a contract with RJN Group, Inc. in the amount of \$56,000.00 for professional engineering services, and to approve a budget adjustment.
11. **Whole Foods, Inc.:** A resolution to express the City Council's intention to pay for the installation of a traffic signal at Masonic Drive and College Avenue if Whole Foods, Inc. constructs its store at this intersection and to approve a budget adjustment of \$150,000.00.

12. **CH2M Hill Engineers, Inc. Amendment No. 5:** A resolution to approve Amendment No. 5 to the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc. to increase the contract in the amount of \$80,632.00 and approve a budget adjustment.
13. **CH2M Hill Engineers, Inc.:** A resolution to exercise a new five year option to renew the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc.
14. **Biobased Realty, LLC:** A resolution to accept Biobased Realty, LLC's offer of \$200,000.00 as satisfaction of the City's right to receive a portion of the increased sales price of the raw land sold to Biobased Realty, LLC if such land is sold within ten years.

B. Unfinished Business: None

C. New Business:

1. **Lose and Associates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement for professional landscape, architectural and engineering services with Lose and Associates, Inc. in the amount not to exceed \$726,022.00 for design and construction documentation of the Regional Park.
2. **RZN 14-4659 (West Side of Beechwood and South of the Domain/Beechwood Properties):** An ordinance rezoning that property described in rezoning petition RZN 14-4659, for approximately 9.74 acres, located at the west side of Beechwood, south of the domain from I-1, Heavy Commercial/Light Industrial, to CS, Community Services.
3. **VAC 14-4655 (Southwest Corner of Razorback and 15th/Razorback Student Housing):** An ordinance approving VAC 14-4655 submitted by Crafton Tull for property located at the southwest corner of Razorback and 15th Street to vacate a portion of a utility easement.
4. **VAC 14-4656 (2693 Valencia Ave./Riverwood Homes):** An ordinance approving VAC 14-4656 submitted by Riverwood Homes for property located at 2693 Valencia Avenue to vacate a portion of a utility easement and drainage easement, a total of approximately 42 square feet.
5. **I-PZD 14-4662 Industrial Planned Zoning District (701 W. North):** An ordinance establishing an Industrial Planned Zoning District titled I-PZD 14-4662, Project Corral, located at 701 W. North Street; containing approximately 0.76 acres; amending the official zoning map of the City of Fayetteville; and adopting the zoning criteria and Associated Master Development Plan.
6. **Environmental Consulting Operations, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

7. **City Council Support for Firefighters:** A resolution to express the City Council's support of a legislative enactment to create a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters.
8. **Block Avenue Parking:** A resolution to reaffirm the back-in parking design on Block Avenue between Dickson Street and Spring Street.

D. City Council Agenda Session Presentations:

1. **Economic Development Quarterly Report** – Chung Tan
2. **Regional Park Update** – Alison Jumper, Park Planning Superintendent
3. **Land for Sale Adjacent to Gulley Park Presentation** – Wade Colwell

E. City Council Tour:

F. 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:

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.

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.

Old business and new business.

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 aids in a City Council meeting as part of their presentation.

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.

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.

April 24, 2014

To my fellow City Council members and Mayor Jordan,

As you are all aware, Whole Foods has submitted plans to build a retail center in East Fayetteville near the new fly-over uptown area. They are proposing to occupy the area which is currently an abandoned car dealership that is sometimes used for overflow auto inventory from a neighboring dealership.

It came to my attention that a traffic light is needed at the intersection of Masonic and College, which will serve as the primary way in and out of the proposed development. I believe the city should invest \$150,000 to build the traffic light, which is the estimated cost. This partnership between the city and Whole Foods is important for our citizens both in the short term and long term.

There are many reasons this traffic light should be built and paid for by the city. This \$25 million investment of Whole Foods in Fayetteville is expected to create 140 jobs at the average annual wage of \$40,000 each. The estimated total annual payroll is \$5.6 million. The estimated average hourly wage exceeds \$19.00 an hour. The sales tax revenue for the retail center is estimated to be between 800,000 and 1.2 million dollars annually.

The traffic light is needed on that section of North College as stated by the State of Arkansas highway department letter you all have in your packet. I believe this will improve safety for the drivers and pedestrians in the area. Regarding the site itself, this real estate is one of the first things that visitors see as they enter our city from the 540/expressway. We have discussed on the council making North College a more beautiful and productive street, and I believe this development will be a tremendous improvement to what is there now.

I want Fayetteville to be known as a city that is willing to help business thrive. I want to be sure we are looking for the right businesses to partner with, and Whole Foods is unquestionably one of those. It fits perfectly in Fayetteville, and we need to show we are truly a community and a partner in their business plans.

The city will get a tremendous return on this investment for these and many other reasons for decades to come.

Thank you.

Justin Tennant
Alderman, Ward 3
City of Fayetteville

AMENDMENT NO. 5 TO AGREEMENT
For
OPERATIONS, MAINTENANCE, AND MANGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
AND CH2M HILL ENGINEERS, INC.

THIS AMENDMENT NO. 5 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, and CH2M Hill Engineers, Inc. to operate the City's Wastewater Treatment Facilities and other related systems dated December 15, 2009, (the "Agreement"), is made effective on the 6th day of May, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor and CH2M Hill Engineers, Inc., (hereinafter "CH2M HILL")

NOW THEREFORE, the City of Fayetteville and CH2M HILL hereby amend the Agreement as follows:

1. The current Appendix C is deleted in its entirety and replaced with the amended Appendix C attached hereto.
2. The current Appendix D is deleted in its entirety and replaced with the amended Appendix D attached hereto.

This Amendment No. 5 (together with the current, as amended Agreement) constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated otherwise, all other terms and condition of the Agreement and all earlier Amendments thereto shall remain in full force and effect. Neither this Amendment nor the Agreement may be further modified except in writing signed by an authorized representative of the Parties.

IN FULL AGREEMENT WITH AMENDMENT NO. 5 stated above, authorized representatives or officers of the parties sign below to memorialize their consent and agreement.

CH2M HILL ENGINEERS, INC.

By: 
Elliott Wheeler wa 4/23/14
Title: Senior Designated Manager.

Date: 23 APRIL 2014

CITY OF FAYETTEVILLE

APPROVED:

By: _____
Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

Appendix C

SCOPE OF SERVICES

C.1 SCOPE OF SERVICES – CH2M HILL

- C.1.1 Perform professional services in connection with the Project as hereinafter stated.
- C.1.2 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full service contract operations and maintenance. Operations may be performed with on site staff and/or remote monitoring/on-call services for all or portions of this time.
- C.1.3 Within the design capacity and capability of the Project, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements specified in Appendix F.
- C.1.4 Operate and maintain the present Industrial Pretreatment Program including all monitoring, inspections, sampling, testing, reporting, and record keeping as described in Appendix G. Results of all industrial sampling and testing shall be made available to City of Fayetteville as requested.
- C.1.5 Provide all Maintenance for the Project. Document as required to continue existing maintenance program and to provide City of Fayetteville requested reporting, including but not limited to updated preventative maintenance schedules. City of Fayetteville shall have full access to preventative maintenance records.
- C.1.6 Pay all costs incurred within the scope of normal Project operations as defined in this Agreement.
- C.1.7 Staff the Project with a minimum of three (3) Arkansas Class IV Wastewater licensed operators.
- C.1.8 Prepare all NPDES permit reports, letters, or other correspondence, and submit these to City of Fayetteville for signature and approval. Transmittal to appropriate agencies shall be done by CH2M HILL, except for electronic reporting via NETDMR. Any fines levied because of late reports as a result of CH2M HILL's failure to complete and allow sufficient time for City of Fayetteville's signature and transmittal shall be paid by CH2M HILL. Submittal to the City of Fayetteville by the 15th of the month following the reporting period shall be considered timely.
- C.1.9 Provide for proper disposal of screening, scum, grit, and biosolids in compliance with permit and regulatory requirements, as long as a suitable location for such disposal is reasonably available. Should regulations and/or disposal/application options significantly change, projected costs will be revised by mutual agreement.
- C.1.10 Provide all manufacturers' warranties on new equipment purchased by the City of Fayetteville and assist the City of Fayetteville in enforcing existing equipment warranties and guarantees.
- C.1.11 Be responsible for all laboratory testing and sampling presently required by the NPDES permits, stormwater permits, "no discharge" permits, and other related requirements.
- C.1.12 Provide an inventory of vehicles and equipment (rolling stock) that are being used at the Project at the beginning of each contract year.
- C.1.13 Provide twenty four (24) hour per day access to Project for City of Fayetteville's personnel. Visits may be made at any time by any of City of Fayetteville's employees so designated by City of

Fayetteville's representative. Keys for Project shall be provided to City of Fayetteville by CH2M HILL. All visitors to the Project shall comply with CH2M HILL's operating and safety procedures.

- C.1.14 Provide for the maintenance of existing City of Fayetteville rolling stock such as dump trucks, tractors, and trailers that are necessary for the operations and maintenance of the facilities.
- C.1.15 Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, and energy management. Continue the current project safety program with updates as necessary.
- C.1.16 Provide computerized maintenance, process control, and laboratory management systems.
- C.1.17 Comply with the requirements of City of Fayetteville regarding affirmative action provisions for minority hiring.
- C.1.18 Provide City of Fayetteville with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by City of Fayetteville and assist City of Fayetteville in preparation of annual operating budgets. City of Fayetteville shall be allowed to conduct or have conducted audits of all accounting records related to the direct contract operations of this Agreement at times to be determined by City of Fayetteville.
- C.1.19 Provide City of Fayetteville with full documentation that preventative maintenance is being performed on all City of Fayetteville equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by City of Fayetteville. Maintenance program shall include documentation of corrective and preventive maintenance and a spare parts inventory.
- C.1.20 Provide for repairs as described in the Appendix B.11.
- C.1.21 Maintain the SCADA system as described in Appendix E, to include ongoing updates and upgrades of the software and hardware to ensure operational continuity and in accordance with initiatives as agreed upon by the City of Fayetteville and CH2M HILL.
- C.1.22 Verify the capacity and efficiency of each sewer lift station once a year.
- C.1.23 Provide recommendations for Capital Improvements Program (CIP) with a schedule for improvements and expenditures as requested by the City of Fayetteville. A five (5) year schedule will be presented for all capital improvements and ten (10) year projections will be made for major improvements. These recommendations will be based on requirements determined from facility operations and do not include detailed engineering studies. In addition, CH2M HILL will prepare the required forms and documentation required during budget and capital improvements budget preparation time each year. Except for the improvements requiring an engineering study, the following will be included for each project:
 - Improvement needed
 - Justification of improvements
 - Cost of improvements
 - Any projected increase or decrease in O&M costs created by the CIP
 - Proposed expenditure schedule
 - Proposed capital recovery schedule
 - Impact of early termination

- C.1.24 Perform other services that are related to but not part of the Scope of Services upon written notification by City of Fayetteville. Such services will be invoiced to City of Fayetteville at CH2M HILL's cost plus eighteen percent (18%).
- C.1.25 At the direction of the City of Fayetteville, CH2M HILL is authorized to act in emergency situations outside this Scope of Services, at CH2M HILL's discretion. The costs related to emergency services are not included in the compensation set forth in this Agreement. CH2M HILL will notify City of Fayetteville as soon as reasonably possible, and shall be compensated by City of Fayetteville for any such emergency work at CH2M HILL's costs for the emergency work plus twenty-two percent (22%).
- C.1.26 Provide City of Fayetteville with oral and written reports as requested.
- C.1.27 Operate and maintain all existing wastewater lift station facilities including buildings, grounds, backup power generators, and certain other appurtenances within the site fenced area. However, maintenance of inlet and outlet pipeworks shall terminate at the wall of lift station. Should the City of Fayetteville add in excess of three (3) additional lift stations, from the prior contract year's number of sites, a corresponding change of scope will be negotiated.
- C.1.28 Conduct annual electrical evaluations of electrical units of 25 horsepower or more which operate at supply voltages of 480V or less to ground.
- C.1.29 CH2M HILL will comply with present federal, state, and local laws in performing their obligations under the terms of this Agreement. CH2M HILL and City of Fayetteville will work cooperatively regarding the application and impact of potential changes in law, including the potential cost impact on the scope of work, and mutually revise this Agreement as applicable.
- C.1.30 Coordinate and schedule the use of training rooms at both wastewater treatment facilities.
- C.1.31 Conduct community outreach and education activities including cooperative efforts with the University of Arkansas as appropriate.
- C.1.32 Maintain compliance with other existing environmental permits as described in Appendix F.
- C.1.33 Maintain the industrial surcharge program and provide for monitoring and control of septage deliveries, as provided for in the City of Fayetteville's Code of Ordinances, Discharge and Pretreatment Regulations.
- C.1.34 The parties contemplate that minor design/engineering services may be provided by CH2M HILL from time to time. The scope and compensation for such services shall be mutually negotiated by the parties prior to the commencement of work.
- C.1.35 Operate and maintain the ongoing nutrient removal efforts at the City of Fayetteville's Biosolids Management Site, including managing harvesting and marketing the hay produced on the site. Biosolids Management Site maintenance shall also include compliance with the current "no discharge" permit.
- C.1.36 Operate and maintain existing onsite power generators at all existing sites, including maintaining compliance with off-peak power rate structure monitoring and generation requirements.
- C.1.37 Operate and maintain the biosolids drying operation, which includes 6 solar houses and a thermal biosolids dryer.

- C.1.38 Coordinate the marketing and/or disposal of the dried biosolids produced from the drying operations as appropriate.
- C.1.39 Coordinate the application of alum sludge from Beaver Water District and invoicing for the services as appropriate.
- C.1.40 Check the condition of and replace the odor canisters that are part of the air release valves in the collection system, as needed. The mechanical condition of these valves will be maintained by the Fayetteville Water and Sewer Division.
- C.1.41 Provide site monitoring activities as directed for Woolsey Wet Prairie to assure that the site continues to meet ecological performance standards.
- C.1.42 Provide maintenance to the White River streambank restoration site near the Biosolids Management Site, as contract budget allows.
- C.1.43 Provide civil engineering and other engineering and project coordination related services in support of the City's Utility Department equivalent to at least one full-time employee.

C.2 SCOPE OF SERVICES – CITY OF FAYETTEVILLE

- C.2.1 Provide for all Capital Expenditures except for the Projects that City of Fayetteville may authorize CH2M HILL to implement subject to mutually agreeable terms and conditions of repayment.
- C.2.2 Maintain all existing and necessary Project warranties, guarantees, easements, permits, and licenses that have been granted to City of Fayetteville with the provision that CH2M HILL remains primarily responsible to ensure that the wastewater plants are efficiently, properly and professionally operated so that they will not suffer a loss of permits or licenses.
- C.2.3 Pay all property or other taxes or franchise fees associated with the Project. This excludes taxes to be borne by CH2M HILL for equipment owned by CH2M HILL.
- C.2.4 May provide CH2M HILL within a reasonable time after request any piece of City of Fayetteville's heavy equipment, subject to availability, so that CH2M HILL may fulfill its obligations under this Agreement in the most cost-effective manner.
- C.2.5 Provide all licenses for vehicles used in connection with the Project.
- C.2.6 Provide for CH2M HILL's use all vehicles and equipment presently in use at the Project, including the vehicles described in Appendix H.
- C.2.7 Pay for all wastewater lift station utilities, with the exception of electricity.
- C.2.8 Pay for all gasoline, diesel, and propane for backup power generators and all rolling stock provided by City of Fayetteville, except for the biosolids semi-tractors.
- C.2.9 Pay for all regulatory fees.

Appendix D

COMPENSATION FOR SERVICES

- 4.1 CH2M HILL estimates that Base Fee for services, on an annual basis, under this Agreement for 2014 shall be Seven Million Five Hundred Twenty Two Thousand Sixty Dollars (**\$7,522,060**). Details of said costs are shown in D.4.5 below. Thereafter, the Base Fee shall be negotiated each year. Should City of Fayetteville and CH2M HILL fail to agree, the Base Fee will be determined by the application of the Base Fee adjustment formula shown in Appendix I. Upon each contract year renegotiation, CH2M HILL shall continue to invoice City of Fayetteville at the previous amount until the new contract year price is agreed upon. Upon written notice, agreement between the parties as to the new contract year Base Fee, CH2M HILL shall issue an invoice retroactively adjusting the previous Base Fee amount. Should the actual expenditures exceed the total estimated annual expenditures by more than Twenty Thousand Dollars (\$20,000), in any year of this Agreement, specific approval will be obtained from the City of Fayetteville prior to CH2M HILL incurring additional costs.
- 4.2 An administrative fee of fifteen percent (15%) will be added to personnel services and ten percent (10%) to all other direct costs excluding electricity. An annual fixed management fee of One Hundred Thirty Thousand Three Hundred Fifty Eight Dollars (**\$130,358**) shall be billed in equal monthly installments. Thereafter, this amount shall be adjusted annually in relation to the Base Fee.
- 4.3 In order to provide an incentive for CH2M HILL to operate in a manner that will result in actual costs below estimated cost, City of Fayetteville will pay CH2M HILL an additional fee when actual costs are below estimated cost. Said fee will be twelve and one half percent (12.5%) of the amount of actual cost are below estimated cost.
- 4.4 For occasions when the City equipment may be used for purposes outside the scope of this contract and not for the benefit of the City, CH2M HILL agrees to reimburse the City of Fayetteville for equipment usage. The rate of reimbursement is calculated as equipment capital cost per hour use plus five percent (5%). The City of Fayetteville agrees to provide certificates of insurance evidencing proof of insurance for any equipment or vehicles used by CH2M HILL.
- 4.5 **Cost Detail** - The annualized estimated costs for calendar year 2014 are listed in Table D-1.

2014 Fayetteville Cost Centers

Table D-1 Cost Detail

	WWTP Administration & SCADA Program & Lake Sequoyah Dredging	WWTP East Side Operations Program	WWTP West Side Operations Program	WWTP Lab & IPP Program	WWTP Lift Station Maintenance Program	Totals
Direct Labor	684,347	1,265,329	332,083	288,027	132,075	2,701,861
Labor Markup, 15%	102,652	189,799	49,813	43,204	19,811	405,279
Direct Expense	714,848	1,509,437	310,876	132,442	254,357	2,921,960
Expense Markup, 10%	71,484	150,943	31,087	13,244	25,435	292,193
Electricity	-	465,041	334,316	-	271,052	1,070,409
Fixed Fee	130,358	-	-	-	-	130,358
Totals	1,703,689	3,580,549	1,058,175	476,917	702,730	7,522,060

**AGREEMENT TO EXERCISE THE FIVE YEAR OPTION TO
RENEW THE AGREEMENT
For
OPERATIONS, MAINTENANCE, AND MANGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
AND CH2M HILL ENGINEERS, INC.**

Pursuant to their contractual rights in § 7.1 of the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, and CH2M HILL Engineers, Inc., the City of Fayetteville and CH2M HILL Engineers, Inc. mutually agree to renew this Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, and CH2M HILL Engineers, Inc. as amended for the five year period beginning on January 1, 2015 and ending on December 31, 2019.

CH2M HILL ENGINEERS, INC.

By: 
Elliott Wheeler *wa 4/23/14*
Title: *Senior Designated Manager*
Date: 23 APRIL 2014

CITY OF FAYETTEVILLE

APPROVED:

By: _____
Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

Added at Agenda
Session 4-29-14

Legistar ID
2014-0204 A. 14
Biobased Realty, LLC
Page 1 of 10

AGENDA REQUEST

FOR: COUNCIL MEETING OF May 6, 2014

FROM:

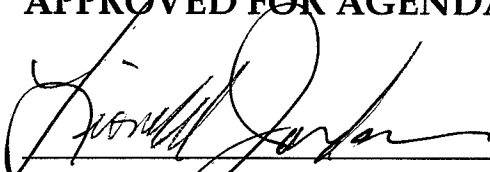
Mayor Jordan

Kit Williams, City Attorney

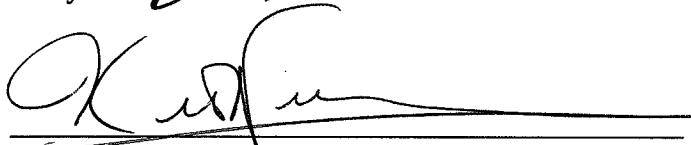
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO ACCEPT BIOBASED REALTY, LLC'S OFFER OF \$200,000.00 AS SATISFACTION OF THE CITY'S RIGHT TO RECEIVE A PORTION OF THE INCREASED SALES PRICE OF THE RAW LAND SOLD TO BIOBASED REALTY, LLC IF SUCH LAND IS SOLD WITHIN TEN YEARS

APPROVED FOR AGENDA:


Mayor Lionel Jordan

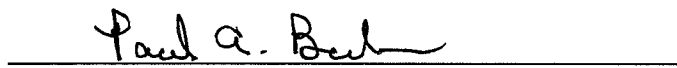
4/29/14
Date


City Attorney Kit Williams

April 28, 2014
Date


Chief of Staff Don Marr

4-28-14
Date


Finance Director Paul Becker

4-28-2014
Date



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Paul Becker, Finance Director
Jeremy Pate, Development Services Director

FROM: **Kit Williams**, City Attorney

DATE: **April 28, 2014**

RE: **Authorization of "early" sale of BioBased Realty LLC's land to the University of Arkansas**

In early March, BioBased Realty, LLC contacted me to see if the City of Fayetteville would agree to BioBased Realty, LLC's proposed sale of its property (purchased from the City in mid-2006) to the University of Arkansas.

The City of Fayetteville sold about 19 acres of its old Water and Sewer Headquarters and pipe storage yard along Cato Springs and Razorback Road to BioBased Realty, LLC pursuant to Ordinance No. 4787 passed on November 1, 2005. The Real Estate Sales Contract authorized by the ordinance was fully executed on November 4, 2005. Closing occurred and the City of Fayetteville received \$940,000.00 in mid-2006. The City of Fayetteville offered what it believed was a somewhat discounted price for the land in order to put this important land on the corner of Cato Springs and Razorback Road to a more valuable and productive use and to encourage the innovative and eco-friendly BioBased Technologies to build a high tech lab building and hopefully production facilities. BioBased did build the lab building but did not build a production facility. For the last several years, BioBased Realty has rented its lab building to the University which the University has used partly

as a component in its technology business incubator efforts. The University now would like to purchase the lab building and all remaining raw land from BioBased Realty.

Since the City believed that it was selling its land at a discount, I wrote into the agreement a provision in which the City of Fayetteville's interest would be protected if BioBased Realty LLC sought to sell the property within ten years. The City of Fayetteville would be entitled to 75% of the increased raw land value if sold within 5 years and to 40% if sold within 10 years. **The ten year period will expire in 2016 when the City would no longer be entitled to any portion of the increased value of the land.** Fortunately, BioBased Realty would like to sell now. The Mayor, Senior City Staff and I met with BioBased Realty and University officials to discuss this proposition.

I asked for and received appraisals that BioBased Realty and the University of Arkansas had done during their negotiations over the sale of this property. BioBased's attorney suggested using the University's appraisal and initially offered \$36,000.00. I pointed out that his computations had omitted one of the two parcels. He agreed and raised the amount due to \$166,000.00 through an email dated March 7, 2014. However, because the two appraisals (one for the U of A and one for BioBased Realty) valued the raw land differently, I explained that the City would need to strictly follow the contract's terms and obtain a truly "independent appraisal of the land's value (not to include the value of any building thereon)...." (Paragraph 14).

Accordingly the City selected, paid for and obtained its own independent appraisal from a company that had not worked on this property for either the University or BioBased Realty, LLC. We received the independent appraisal on April 16, 2014. Applying the Real Estate Sales Contract formula to the independent appraisal's valuation yielded a figure of \$292,000.00 which I relayed to BioBased Realty, LLC. If this amount had been acceptable to BioBased Realty, LLC, no City Council action would be required. However, BioBased Realty, LLC says that it is already losing money on this sale and cannot pay the \$292,000.00 called for in this contract.

Today BioBased Realty, LLC's Co-Managing Member Phil Phillips did offer a **settlement figure of \$200,000.00**. Only the City Council can agree to an amount not strictly in conformity with the Real Estate Sales Contract. The

U of A and BioBased need to close this land sale soon and have therefore requested to present this to the City Council on May 6, 2014. Attached is Ordinance No 4787, the Real Estate Sales Contract and email from Phil Phillips of BioBased Realty, LLC.

CONCLUSION

The issue for the City Council is whether or not it is in the best interest of our Citizens and our City to accept this \$200,000.00 offer. Factors to recommend City Council approval are summarized below:

1. We have been informed by BioBased Realty that because its building will not sell for what it cost to build, BioBased Realty must actually bring in a substantial sum of its investors' money to pay off its debt when the property is sold to the U of A. It can only afford to offer the City this additional \$200,000.00 to sell the property now.
2. If this settlement is not agreed to, BioBased Realty, LLC can legally wait a couple of years to sell the property and the City would receive **NOTHING.**
3. We are more than half way through the 5 to 10 years second period so that it is reasonable to be willing to reduce our 40% entitlement by less than one third. Our citizens would still receive 68.5% of the most we could have been entitled to for a sale in year six based upon how our appraiser valued the property.
4. Our citizens will receive **\$34,000.00 (17%) more** than what we would have received if the University of Arkansas' appraisal had been used at the full 40% level.
5. This rapid sale is desired by and will be beneficial to our City's largest and most important employer and economic engine, the University of Arkansas. It can only **help and assist the University foster new high tech innovation and industry for our City.**

ORDINANCE NO. 4787

AN ORDINANCE WAIVING THE REQUIREMENTS OF §34.27, CODE OF FAYETTEVILLE AND APPROVING A REAL ESTATE SALES CONTRACT WITH BIOBASED TECHNOLOGIES IN THE AMOUNT OF \$940,000.00 FOR THE PURCHASE OF THE WATER & SEWER OPERATIONS CENTER ON CATO SPRINGS ROAD; DESIGNATING THE PROCEEDS FOR ECONOMIC DEVELOPMENT PURPOSES; AND APPROVING A BUDGET ADJUSTMENT IMPLEMENTING THE DESIGNATION.

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

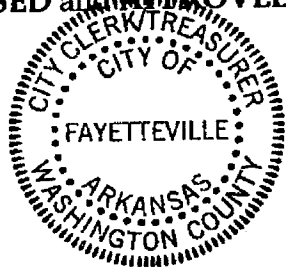
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby waives the requirements of § 34.27, Code of Fayetteville, and approves a Real Estate Sales Contract with BioBased Technologies in the amount of \$940,000.00 for the purchase of the Water & Sewer Operations Center on Cato Springs Road. A copy of the contract is attached hereto marked Exhibit "A" and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby designates the proceeds of this sale for Economic Development purposes.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment implementing said designation of proceeds.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute said contract with BioBased Technologies.

PASSED and APPROVED this 1st day of November, 2005.



APPROVED:

By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk



REAL ESTATE SALES CONTRACT

1. The City of Fayetteville, Arkansas offers to sell and BioBased Realty, LLC offers to buy, subject to obtaining acceptable financing and other terms and conditions set forth in this contract, approximately 19.5 acres including all of Parcel 765-03017-000 and Parcel 756-15399-010 except for a one acre parcel where the Children's House is currently located and a right of way easement where the Children's House driveway is not located. This property is more particularly described in Exhibit "A" attached hereto and made a part hereof.

SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION

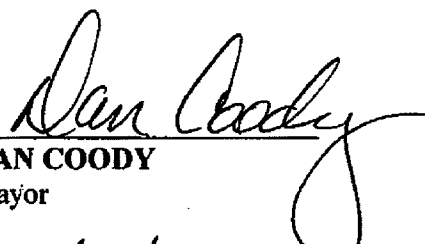
2. **Purchase Price:** Subject to the following conditions, BioBased Realty, LLC shall pay for the property at closing, the total cash payment of Nine Hundred Forty Thousand Dollars (\$940,000.00).
3. Conveyance will be made BioBased Realty by general Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the City of Fayetteville.
4. The City of Fayetteville shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the City of Fayetteville. The City of Fayetteville shall pay the cost of the title insurance.
5. The City of Fayetteville agrees to allow BioBased Realty, if BioBased Realty so desires, at BioBased Realty's expense, to survey the property. The City of Fayetteville agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the City of Fayetteville. The City of Fayetteville shall provide at its expense a survey of the one acre tract for Children House and right of way easement as depicted on Exhibit "B".
6. Taxes and special assessments due on or before closing shall be paid by the City of Fayetteville. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
7. The closing date shall be within one hundred twenty (120) after approval of this offer by the City Council, which can be extended by agreement of the Mayor for an additional sixty (60) days. If such date of closing falls on a weekend or holiday, it will be held the following working day.
8. Possession of the property shall be delivered to BioBased Realty on the date of closing.
9. The City of Fayetteville hereby grants permission for BioBased Realty or their designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
10. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the City of Fayetteville.

11. The City of Fayetteville shall disclose to BioBased Realty any and all environmental hazards of which the City of Fayetteville has actual knowledge. Upon acceptance of all conditions and terms of this Offer and Acceptance, the City of Fayetteville shall bare the costs of any and all testing for the existence of environmental hazards, including Phase I environmental study and a Phase II study if necessary. Should the existence of environmental hazards be discovered, the City of Fayetteville shall either cure such at its expense or BioBased Realty may terminate this contract.
12. The City of Fayetteville will remove at its expense the existing buildings (not including Children's House) and debris in coordination with BioBased Realty prior to or immediately after closing.
13. Prior to closing, BioBased Realty in conjunction with BioBased Technologies/BioBased Systems will provide the City of Fayetteville with a Master Plan layout of the property acceptable to the City Council. BioBased Realty or BioBased Technologies/BioBased Systems shall take all reasonable action to ensure that any minor possible odor or pollution emissions do not affect surrounding areas. BioBased agrees to build in scrubbers to protect air quality where reasonably appropriate. Each building's general design (including construction materials) shall be presented to the City Council for its approval prior to the building's construction. Normal city developmental requirements such as Large Scale Development standards, etc. shall still be required.
14. If any portion of the land conveyed by this contract is sold by BioBased Realty within the first five years of the date of closing, an independent appraisal of the land's value (not to include the value of any building thereon) shall be performed. BioBased Realty shall pay 75% of the increase in appraised value of the land (with prorated sales cost deducted) to the City of Fayetteville. BioBased Realty shall pay the City of Fayetteville 40% of the increase in appraised value of the land (with prorated sales costs deducted) for any sales after 5 years until 10 years from the closing date.
15. BioBased Realty is granted an option to purchase the remaining acre where Children's House is located eight years after the closing date. BioBased Realty may exercise this option to purchase at any time during the year following the eight year period after the closing date. BioBased Realty and the City agree the price shall be determined at that time as follows:
 - (a) The property including improvements thereon shall be appraised by an independent appraiser.
 - (b) BioBased Realty shall receive an offset from the appraisal value using the following formula: For every full \$100,000.00 in annual payroll paid to BioBased Technologies/Systems and related companies' employees working in Fayetteville over the Two Million Dollar annual payroll estimated for 2008, BioBased Realty shall receive a reduction of \$25,000.00 from the appraised value of this remaining acre.
 - (c) Reductions allowed in paragraph (b) shall not reduce the final price for this acre parcel below \$60,000.00.

(d) The City of Fayetteville may sell to BioBased Realty this acre at any mutually agreeable time prior to the expiration of the eight year period upon terms agreeable to both parties.

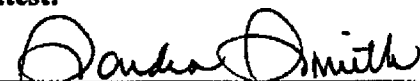
16. This agreement shall be governed by the laws of the State of Arkansas.
17. This agreement, when executed by both BioBased Realty and the City of Fayetteville shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

CITY OF FAYETTEVILLE
A Municipal Corporation

By: 
DAN COODY
Mayor

Date: 11/04/05

Attest:


Sondra Smith, City Clerk

Date: 11/04/05

BIOBASED REALTY, LLC
BIOBASED TECHNOLOGIES, LLC
BIOBASED SYSTEMS, LLC

By: 
TOM MUCCIO
CEO

Date: 10-21-05

Agent or Witness:



Date: 10-21-05

Williams, Kit

From: Phil Phillips <phil@aadvan.com>
Sent: Monday, April 28, 2014 10:29 AM
To: Williams, Kit
Subject: Fwd: BioBased

Kit:

Ken Shemin provided me with your email dated April 16, 2014 regarding the proposed payment to the City of Fayetteville in the amount of \$292,000.00 based upon an increase in the value of the raw land of \$730,000.00.

While I totally understand the City's position, BioBased Realty does not have the funds to pay this amount. In fact, as I previously stated in our meeting, certain members of BioBased Realty will be required to provide the funds to the entity to make *any* payment to the City. As we further discussed, if we cannot agree on an amount, it may be necessary for BioBased Realty to defer all or part of the sale to the University of Arkansas until after July 26, 2016 simply due to the economic reality of the situation.

In order to facilitate a resolution of the matter, BioBased Realty is offering the sum of \$200,000.00 to be paid at closing.

Time is of the essence. You have been extremely cooperative in the past and we would appreciate your assistance in attempting to have this proposal placed on the agenda for the May 6, 2014 city council meeting.

Phil Phillips

CO-Managing Member

Bio Based Realty, LLC

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT BIOBASED REALTY, LLC'S OFFER OF \$200,000.00 AS SATISFACTION OF THE CITY'S RIGHT TO RECEIVE A PORTION OF THE INCREASED SALES PRICE OF THE RAW LAND SOLD TO BIOBASED REALTY, LLC IF SUCH LAND IS SOLD WITHIN TEN YEARS

WHEREAS, the City of Fayetteville and BioBased Realty, LLC entered into a Real Estate Sales Contract on November 4, 2005 wherein BioBased purchased about 19 acres of City property for \$940,000.00; and

WHEREAS, paragraph 14 of this contract required that BioBased Realty, LLC share a declining percentage of any increased sale value of the raw land purchased from the City if BioBased Realty, LLC sells this property within ten years; and

WHEREAS, BioBased Realty, LLC desires to sell this property to the University of Arkansas and has offered this City \$200,000.00 as its fair share of the increased value; and

WHEREAS, the City Council has determined that it is in the best interest of Fayetteville citizens to accept this offer of \$200,000.00 as full satisfaction of the contractual duties of BioBased Realty, LLC pursuant to paragraph 14 of the Real Estate Sales Contract.

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 accepts the offer of \$200,000.00 from BioBased Realty, LLC as full satisfaction of the City's right to receive a portion of the increased sales price of the raw land sold to BioBased Realty, LLC if such land is sold within ten years and authorizes Mayor Jordan to sign any documentation needed to effectuate this agreement.

PASSED and APPROVED this 6th day of May 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith



ALDERMEN

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**City of Fayetteville Arkansas
City Council Meeting
April 15, 2014**

A meeting of the Fayetteville City Council was held on April 15, 2014 at 6:00 PM 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 Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Rhonda Adams, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the April 01, 2014 City Council meeting minutes.

Approved

Bid #LS-2014 Joe Perme Construction, Inc.: A resolution to award Bid #LS-2014 to Joe Perme Construction, Inc. for Community Development Block Grant (CDBG) rehabilitation at Lifesource International (602 S. School) and to approve a purchase order in the amount of \$26,050.00.

Resolution 76-14 as recorded in the office of the City Clerk.

Bid #14-20 Flint Trading, Inc.: A resolution to award Bid #14-20 and to authorize the purchase of preformed thermoplastic pavement markings from Flint Trading, Inc. for a unit price of \$4.03 per square foot as needed through the end of 2014.

Resolution 77-14 as recorded in the office of the City Clerk.

Continental Flooring Company: A resolution to approve a change order to the agreement with Continental Flooring Company in the amount of \$10,250.00 for the installation of vinyl plank flooring in the Transportation Division office.

Resolution 78-14 as recorded in the office of the City Clerk.

United States Conference of Mayors Award: A resolution to accept the United States Conference of Mayors first place award of \$10,000.00 for the Prescription Drug Abuse Awareness Program, and to approve a budget adjustment.

Resolution 79-14 as recorded in the office of the City Clerk.

Mitchell, Williams, Selig, Gates & Woodyard, PLLC Amendment No. 2: A resolution to approve Amendment No. 2 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$20,000.00 for additional legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

Resolution 80-14 as recorded in the office of the City Clerk.

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

Unfinished Business: None

New Business:

RZN 14-4618 (Southwest Corner of Paddock Lane and Happy Hollow Rd/Paddock SD): An ordinance rezoning that property described in Rezoning Petition RZN 14-4618, for approximately 9.60 acres, located at the southwest corner of Paddock Lane and Happy Hollow Road from R-PZD, Residential Planned Zoning District, to RSF-8, Residential Single Family, 8 units per acre and NC, Neighborhood Conservation.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Planning Commission voted unanimously 6-0 in support of the request. Staff is supporting the rezoning.

Alderman Gray 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.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Marsh 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 5676 as Recorded in the office of the City Clerk

RZN 14-4645 (North of Alberta St. and West of the Coves/The Coves): An ordinance rezoning that property described in Rezoning Petition RZN 14-4645, for approximately 10.22 acres, located north of Alberta Street and west of The Coves from R-PZD, Residential Planned Zoning District, to RSF-8, Residential Single Family, 8 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Planning Commission voted unanimously in support of the request. Staff is supporting the request.

Alderman Adams: When I first read this I had a little bit of a question about fire and police. This development will be protected by engine seven, Ruppel Road. No concerns by the chief? It is four minutes to the beginning of the development. Are you concerned about that as a Planning staff?

Jeremy Pate: As part of each rezoning, we ask fire and police to review those. The response time will likely decrease once Ruppel Road is constructed. Right now they would come over through Broyles most likely. It is probably more in the two minute range. Even though this is near Farmington, we have a fire station in close proximity. The response time would be relatively quick.

Alderman Adams 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.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Marsh 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 5677 as Recorded in the office of the City Clerk

ADM 14-4648 (Forest Hills PZD): An ordinance amending a Residential Planned Zoning District entitled R-PZD 07-2793 Forest Hills to amend the architectural design standards for Planning Area One.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Planning Commission voted 6-0 in support of the request.

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

City Attorney Kit Williams read the ordinance.

Alderman Tennant 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 5678 as Recorded in the office of the City Clerk

ADM 14-4635 (UDC Amend 151, 166.21, 166.22, 166.23): An ordinance to amend §§151.01 Definitions, 166.21 Downtown Design Overlay District, 166.22 Parking Garages in Downtown Core, Mainstreet Center and Downtown General Zoning Districts, and 166.23 Urban Residential Design Standards of the Unified Development Code to better align these code sections with the goals and policies of the Downtown Master Plan and City Plan 2030.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Planning Commission voted 6-0 in support of the request.

Alderman Marsh moved to amend to reduce the amount of green screens to a maximum of 10% of building facade. Alderman Kinion seconded the motion. Upon roll call the motion passed unanimously.

A discussion followed about the permitted materials.

Alderman Marsh: The rear fence height is a maximum of six feet. Is it possible to have a taller fence?

Jeremy Pate: These are downtown standards, but we could change that.

Alderman Adams: Is it currently six feet?

Jeremy Pate: It is currently six feet. The intent is not to limit the height in the rear, which I don't really have a lot of reservation about that. What we were concerned about is having privacy fences in the front. That height limit is definitely lower. We want to maintain that because it is downtown. A six foot fence does not require a permit and anything above that does.

Alderman Adams: Could the side go to eight too?

Jeremy Pate: Yes.

A discussion followed on the permit process to build an eight foot fence.

Alderman Marsh moved to amend the rear fence height from six feet to eight feet. Alderman Kinion seconded the motion. Upon roll call the motion passed unanimously.

Alderman Marsh: The parking garages have a reference to lighting. Do we have any other ordinance that might prohibit light trespass?

Jeremy Pate: We have an entire code section that is our lighting ordinance. Full cut off fixtures are required, no light trespass beyond the property line. The high efficiency lighting is not in the current ordinance because parking garages are lit primarily through the night. We felt this was important for energy conservation.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Marsh: Thank you to the Planning staff for putting this together. It is going to do wonders to bring our downtown into better compliance with the 2030 City Plan.

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

Ordinance 5679 as Recorded in the office of the City Clerk

ADM 14-4652 (UDC Amendment Chapter 156 Variances): An ordinance to amend §156.03 Development and §172.04 (F) Parking Lot Design Standards of the Unified Development Code to clarify that variances of §172.04 (F) Parking Lot Design Standards may be requested.

City Attorney Kit Williams stated he needed to amend the ordinance due to a typo and a clause that was left out. He stated he had supplied the missing clause to City Council.

Alderman Long moved to amend the ordinance proposed by City Attorney Kit Williams. Alderman Adams seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Planning Commission voted 6-0 in support. Staff and City Attorney are recommending approval of the ordinance amendment.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Schoppmeyer 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 Tennant 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 5680 as Recorded in the office of the City Clerk

Repeal §97.016, Fee for City Park Ballfields: An ordinance to repeal §97.016 Fee For City Park Ballfields and enact a replacement §97.016 Fee For City Park Athletic Facilities and Trails for Tournaments and Special Events.

City Attorney Kit Williams read the ordinance.

Alan Spann, Recreation Superintendent gave a brief description of the ordinance.

Alderman Marsh: What kind of notice would be given for people who are biking to work?

Alan Spann: We typically ask for one week. I don't think there is any event that would close the trail through the week during normal business hours. It typically would be for a Saturday or Sunday event. For an event, ample signage would be on the trail.

Alderman Long: Would events be on the weekends most likely? I worry about the people who do use the trails to get back and forth to work.

Alan Spann: I don't think it would affect typical back and forth to work traffic.

Alderman Marsh: A lot of people do work weekends, especially low wage jobs that might be more inclined to bike to work. Is there any way we could arrange transit or something to assist these people with getting to work? I agree we need to be able to host these events, but I feel we need to have a plan in place to help people use this transportation system.

Don Marr, Chief of Staff: We currently have events that do this now and we have not had a process. We have the Hogeye Marathon, Fayetteville Half Marathon, and VA related events. This is often requested. It's one of the reasons that we wanted to limit it, so that we had to have the mayor's approval. We take all of those employment considerations into place. I don't think the city has staff to arrange transit for special events. If we want to do that, we need to make it a requirement for people who are reserving special events and taking these venues away. Today, there is not a fee to do that, yet we have expenses related to it. We have people who paint arrows on the trails that we have to remove, sign postings that have to go up and barrels sometimes that have to be put into major intersections where trails cross. We think this is an important part to outline to people who want this request what those responsibilities are.

Alderman Tennant 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 Gray 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.

Alderman Gray: I think it is excellent that we are able to use the trails for these kinds of events. I want to encourage citizens to do that.

Alderman Kinion: It was discussed in length at the Parks & Recreation Advisory Board and they did approve this 6-1.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-1. Alderman Marsh, Kinion, Petty, Tennant, Schoppmeyer, Adams and Gray voting yes. Alderman Long voting no.

Ordinance 5681 as Recorded in the office of the City Clerk

Amend §114.03, First Thursday: An ordinance to amend §114.03 First Thursday Fayetteville (A) and (B) to change the starting time for First Thursday from 4:00 p.m. to 3:00 p.m.

City Attorney Kit Williams read the ordinance.

Lindsley Smith, Communications Director gave a brief description of the ordinance. She stated staff has strong support of this change.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Tennant: This is the one of the premiere events in Northwest Arkansas. I heard something troubling at the A & P Commissioners meeting. Our executive director told us that sponsorships were down for First Thursday. That is a challenging situation because it does cost money to put on these events. I would hate to see us lose this festival because of lack of sponsorships.

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

Ordinance 5682 as Recorded in the office of the City Clerk

RJN Group, Inc.: An ordinance waiving the requirements of formal competitive bidding and approving an agreement with RJN Group, Inc. for professional engineering services to be used for completion of utilities projects currently in progress in an amount not to exceed \$56,000.00, and approving a budget adjustment.

City Attorney Kit Williams: I regret to have to ask you to table this. I think there is some question about whether it fully complies with state law. When you select professionals like engineers, you don't bid it out, it is not a bidding process. Instead it is a professional selection committee. I don't think we actually have the power to waive that as a City Council.

Alderman Tennant moved to table the ordinance indefinitely. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was tabled indefinitely.

Walton Arts Center Council, Inc. Agreement: A resolution to approve an agreement with the Walton Arts Center Council, Inc. to reimburse the Walton Arts Center for their leasing expenses during the construction of the Spring Street Parking Deck in a monthly amount of \$6,000.00.

Jeremy Pate, Director of Development Services gave a brief description of the resolution. We are recommending approval of the resolution.

Alderman Long: Will the city be getting copies of what they are actually being invoiced?

Jeremy Pate: Yes. Invoices will come directly from the Walton Arts Center to the city.

Alderman Gray: I know the staff and committee has worked hard on this. I feel confident that it is a good plan.

Alderman Tennant moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 81-14 as recorded in the office of the City Clerk.

Amend the Rules of Order and Procedure: A resolution to amend the Rules of Order and Procedure of the Fayetteville City Council to change the beginning time of the regular City Council meetings from 6:00 p.m. to 5:30 p.m.

Alderman Schoppmeyer stated he would like to coordinate the start time with City Council and Planning Commission.

A discussion followed about the City Council meeting time being changed.

Alderman Marsh moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the resolution passed 7-1. Alderman Gray, Marsh, Kinion, Tennant, Schoppmeyer, Long and Adams voting yes. Alderman Petty voting no.

Resolution 82-14 as recorded in the office of the City Clerk.

City Council Agenda Session Presentations:

Houses at Willow Bend Presentation – Fayetteville Partners for Better Housing and Chico Building and Land, LLC.

Four Housing Narratives to Anchor an Arts District: University of Arkansas Community Design Center.

City Council Tour: None

Announcements:

Alderman Gray: On April 24, 2014 we will have a Ward 1 meeting at 6:00 p.m. at the Senior Center.

Alderman Marsh: Our primary topic will be the revitalization of our South School corridor.

Don Marr, Chief of Staff: On April 19, 2014 we will have our third spring cleanup. The locations are at Shaver Foods, 1367 South Beechwood and the Recycling & Trash Division at 1560 South Happy Hollow Road.

The 31st Annual Springfest will be on April 19, 2014.

April 24th through April 27th, 2014 will be the Joe Martin Stage races.

The mayor will have his first Town Hall meeting of 2014. It will be April 21st at the Fayetteville Boys & Girls Club at 7:00 p.m.

Alderman Long: There will be a Ward 4 meeting on April 28, 2014 at 6:00 p.m. in room 111 at City Hall.

Adjournment: 7:07 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

April 24, 2014

To my fellow City Council members and Mayor Jordan,

As you are all aware, Whole Foods has submitted plans to build a retail center in East Fayetteville near the new fly-over uptown area. They are proposing to occupy the area which is currently an abandoned car dealership that is sometimes used for overflow auto inventory from a neighboring dealership.

It came to my attention that a traffic light is needed at the intersection of Masonic and College, which will serve as the primary way in and out of the proposed development. I believe the city should invest \$150,000 to build the traffic light, which is the estimated cost. This partnership between the city and Whole Foods is important for our citizens both in the short term and long term.

There are many reasons this traffic light should be built and paid for by the city. This \$25 million investment of Whole Foods in Fayetteville is expected to create 140 jobs at the average annual wage of \$40,000 each. The estimated total annual payroll is \$5.6 million. The estimated average hourly wage exceeds \$19.00 an hour. The sales tax revenue for the retail center is estimated to be between 800,000 and 1.2 million dollars annually.

The traffic light is needed on that section of North College as stated by the State of Arkansas highway department letter you all have in your packet. I believe this will improve safety for the drivers and pedestrians in the area. Regarding the site itself, this real estate is one of the first things that visitors see as they enter our city from the 540/expressway. We have discussed on the council making North College a more beautiful and productive street, and I believe this development will be a tremendous improvement to what is there now.

I want Fayetteville to be known as a city that is willing to help business thrive. I want to be sure we are looking for the right businesses to partner with, and Whole Foods is unquestionably one of those. It fits perfectly in Fayetteville, and we need to show we are truly a community and a partner in their business plans.

The city will get a tremendous return on this investment for these and many other reasons for decades to come.

Thank you.

Justin Tennant
Alderman, Ward 3
City of Fayetteville

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

We petition the Fayetteville City Council to make the "first" block of North Block Ave., between Dickson St. and Spring St., compatible with the remaining two blocks of North Block Ave. by changing the "back-in" parking to "pull-in" parking.

[illegible]

MAY 06 2014

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

We petition the Fayetteville City Council to make the "first" block of North Block Ave., between Dickson St. and Spring St., compatible with the remaining two blocks of North Block Ave. by changing the "back-in" parking to "pull-in" parking.

[illegible]

Untitled

IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE

PETITION BELOW:

NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1. Sean T. Morris	470 Durango	479-633-1390	7-2-69	
2. Vickie Jones	2103 Evelyn Str	479-530-6219		
3. Ashley Lawrence	2103 Evelyn Str	918-868-4385	1-20-89	
4. George Reading	370 Denton Ave	479-443-4910	12-25-32	yes
5. Sheri L. Hicks	916 N Sang	521-774/4	2/17/46	yes
6. Rhonda Hall	1912 E Spring Lake Ct	479-582-5183		yes
7. Kim McLaughlin	2720 Westminster	479-445-8365	9-17-71	yes
8. Jay Morris	470 N. Durango Pl.	479-263-2425	10/10/73	yes
9. Aleto Mahay	632 N. 54 Jay	479-957-5333	9-24-46	yes
10. RANBY FITZGERALD	3921 SAVANNAH	479-236-8868		
11. Ashley Burgi	3729 7th Crossover	479-283-5408	5-8-84	Yes
12. Andree McConnell	5229 Shadow Lake Ct. Rogers Ar	479-566-9949		yes
13.				

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IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE PETITION BELOW:

NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER
1. Brandy Goddard	4721 E Maywood	214 666 8860	2/10/72	no
2. Kelsey Olsen	305 East Maple	(419) 283-6695	3/24/90	Yes
3. Lisa Schaffer	2898 N. Seneca Av	479 283 6562	4/6/72	Yes
4. Bridget Allen	2108 Almandel Dr Bentonville, AR	727 12 214 912-4329	1/5/80	Yes
5. Mary Hudspeth	638 Founders Park Dr Spelle Ar	727 62 (12/18/62) 479-751-2378		Yes
6. Jill Gunderman	2810 N Centerwood Fayetteville AR 72703	479 582 1669	1-21-74	Yes
7. Gary Gunderman	2810 N Centerwood Fayetteville AR 72703	479-582-1669	11-3-69	Yes
8. Kerei Langham	2265 E Revere Place Fayetteville AR 72701	479-706-3766	7/24/69	Yes
9. Stacy Capo	1355 E Ridgeway Dr Fayetteville AR 72701	479 236 2272	6/2/69	Yes
10. Pam	3509 Buckingham Drive			
11. Allison Affick	3841 E. Lexus Dr. Fayetteville, AR 72744	601-209-6592	2/25/77	Yes
12. Jeanne King	11943 Illinois Chapel Road, Prairie Grove, AR 72753	267-6271 9-9-55		Yes
13. Amy Linimon	3605 W. Providence Fayetteville, AR	479-685-1299	10/13/74	Yes
14. Briana Batley	4245 NE Meadow Creek Foy AR	479-409-6888	2/18/78	Yes
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IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE PETITION BELOW:

NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1. Piper Hurban	315 N Rollston Ave #204	479-381-3780	5/30/1989	yes
2. MARK MITCHELL	11 W. Ash Fay. AR	479-446-2786	3/7/76	yes
3. Brenda Faulkner	72703 4473 Stoncrest, Springdale	501-425-4966	4-19-52	yes
4. Karen Nelson	611 Rockciff Fay	479-236-0584	03/03/76	yes
5. Ron Blount	942 East Township	479-575-0720	12/14/52	yes
6. Laurie Blair	2567 Frontier Elm Fayetteville, AR	72703	843-670-0242	yes 5-17-60
7. Jeb Mills	2974 S. County Club Fay	479-442-4750	4/24/61	Y
8. Michael Hays	3750 N Belfort Pl	479-200-2491	3/12/59	yes
9. Dan D.	4732 Prestwick Cir	479-601-6641	1/13/61	yes
10. Cheryl Cook	705 W. Sunset Drive,	6-17-63		yes
11. Barbara Mulkey	860 Pembroke Rd. Fay, AR	10-20-42		yes
12. Ryan Heiges	2119 Hidden meadows	Elkins, AR	2/23/78	yes
13. Joyce Gairdale	1170 W. Huentington Dr Fay	521-4771	6/12/50	Y

registered
voter
yes

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CITY CLERK'S OFFICE

DOB
8/20/70

Phone #
479-841-0642

Address
3397 E Township
Untitled
Fayetteville AR 72703

NAME
Kim Wray

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IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE

PETITION BELOW:

NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1. Rosalynn Bunch	4268 W. Mahogany Dr.		3-10-83	Y
2. Jamil Parrott	3733 Morningmist Dr.		4-2-89	Y
3. Don Moore	17831 Hurman Rd Fay AR		10-22-64	Y
4. Courtney Ham	18523 W. 117th St. @		07/08/95	N
5. Diane Bredeson	1603 N Arthurs Ct Fay AR		✓ 12/71	Y
6. Leigh Farmer	3515 E. Redwood Dr.		11/4/74	Y
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IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE

PETITION BELOW:

	NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1.	J. L. L. L.	3620 E. Township	479-236-0237	3-14-14	Y
2.	Carolyn Trumbo	885 Clydesdale Dr Fayetteville	479-444-1739	age 50	Y
3.	Cenille Garland	2824 Club Oak	479-841-8374	41	Y
4.	Prin Stenneth	3307 Howard Nickell Rd.	479-251-1785	11-10-75	Y
5.	Jane Delahoussay	3762 Edgewater Dr.	479-305-0402	12/21/64	Y
6.	Carolyn Trumbo	5594 Nevada	479-466-4688	4/1/63	Y
7.	Jackie New	5 Lovers Lane	479-409-5961	10-26-54	Y
8.	Ann Ann (James)	1831 N Greenvalley Ave	479-236-0429	11/26/85	Y
9.	Donda Messandli	2969 E Pebblestone	479-879-7806	4/19/51	Y
10.	Conaney Braton	414 W. Mossy Rock Dr	479-466-4341	10/2/77	Y
11.	Cathy Horne	2803 Club Oak Dr.	479-521-3470	5/2/53	Y
12.	D. H.	2803 Club Oak Dr.	" "	10-3-39	Y
13.	Kathie Gordon	1712 Glenbrook Pl Fayetteville	479-841-7298	4-30-52	Yes

14. Mary K. Davenport 2632 N. Charleston King - 479-4430450 2/11/14 ✓
Untitled
15. Cheryl Coker 3725. Pine Manor Fay AR 72704 ✓
16. Dr. Tom Coker same ✓
17. Tom Pence Coker same ✓
18. Melaine Gabel 5442 E. Appalachian Fay AR. 72703 ✓
19. Pam Stockland 1989 Bois De Arc Ln Fayetteville, AR 72703 1/8/62 ✓
20. Sharon Lalett 1877 E. Manchester 72703 AR-72703 ✓
21. Mary Katherine McKinley 4227 E. Mission Blvd. Fay. AR-72703 ✓
22. Kristin Kittinger 2727 Brookbury King Fay, AR 72703 ✓
23. Carlene Reed Tansert 4900 Cedar Ridge Drive, Springdale 72764 1-6-52 ✓
24. Jane Douglas 2555 North Norwich Lane, Fay, AR 72703 ✓
25. ✓

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IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE

PETITION BELOW:

	NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1.	Claire Bittle	975 Eastwood Dr.	595-1665	01/17/80	Y
2.	Steve Glenn	1900 E Brent	200 2564	12/18/69	Y
3.	Sara Beck	2868 N. Deaver Circle	856-4814	09/21/79	Y
4.	Romy Core	1380 E. Ash	422-7669	2/21/75	Y
5.	Tim Ogg	3825 Monte Vallo	870-692-0954	9/25/69	Y
6.	Debbie Ogg	"	" 870-543-9246	3/30/56	Y
7.	Julie Hutchins	3282 N. Doynre Hamm Dr	512-644-6505	1/13/82	Y
8.	Matt Hutchins	3282 N. Doynre Hamm Dr	479-283-4266	6/14/82	Y
9.	CAROL EATON	412 E. LAFAYETTE	445-6945	12-15-31	Y
10.	BROOKE TAYLOR	4240 E. Bridgewater Ln	935-4952	9/28/72	Y
11.	William Sogun	5643 E Saint Charles	479-9707	9/17/83	Y
12.	Diane Madwell	1923 E. Joyce St	443-4095	9/27/40	Y
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IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE PETITION BELOW:

	NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1.	Joe Neken	611 Rockcliff Rd	479-442-0884	10/28/70	Y
2.	Norman Snyder	310 N. Wilton	479-422-8001	9/15/45	Y
3.	Joanna M Kumar	2378 Primrose Lane	327-60	521-8260	Y
4.	Laurabeth Lindsey	3529 N. Pav Ct.	Fay.	479-582-0788	7-30-68 Y
5.	Jan Holze	16914 Pinewood Dr.	479-5953420	NA	Y
6.	SONYA WARREN	1935 E Applebury Dr	(479) 790-8457	5/3/1973	Y
7.	Matt Bell	682 Crescent Drive Fayetteville, AR 72701	NA		Y
8.	Kim Elder	3263 N. Kings Cross Fayetteville	AR 72703	10/1/63	Y 479-530-9711
9.	Mandy Polley	228 Madison Ave Huntsville AR 37140	Madisonville	479-790-8210	Y Madison County
10.	Katie Russel Rogers	5012 New Bridge Rd. Fayetteville, AR	(479) 287-3724		
11.	Daniel Pierce	664 W Leannette Ave	Ed-276-3714	11-8-1990	Y - Wash
12.	Barbara Aurit	3863 E Chatsworth Fayetteville	479-601-1047	11.8.60	Y
13.	Karen Van Horn	4108 E. Maywood Rd. Fayetteville, AR	307-5480	3/16/65	Y
14.	Amy See	3204 NW Marseille Ct	464-4270	4/4/74	Y
15.	Polly Capton	859 Crest	479-444-7222		Y

NAME	Address	Phone#	DOB	Registered voter
16. CRAIG Overman	Untitled 5401 E Maywood Rd 3068 Idlewood Way	479-887-0095 479-684-8171	1/20/77 12/28/83	y yes!
17. Jared Hayt	2443 N. Sherwood	479-871-0685	9/19/75	yes
18. Julie Worlan	3858 Augusta St.	479-236-8438	1/24/55	yes
19. Peggy Luevo	911 N. Vandeventer	479-263-1762	11-19-61	yes
20. Kent McLemore	2847 E. PAR CT	479-409-0112	7/15/74	yes
21. Lindsey Abney	930 Rush Dr	479-443-4254	7-21-51	yes
22. Karen Benth	1120 E Lakeridge DR	479 841 6139	7-3-59	yes
23. Karle Bok	1549 Century, Fay	442-3844		yes
24. Judith Richer	2262 E Meandering Fay			yes
25. Courtney Ford				

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IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE PETITION BELOW:

NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1. Julie Gaddy	3837 Leannud Way	479-442-4578	10-22-63	yes
2. Drew Warden	5930 N. Oak Dr.	479-443-9606	2-7-50	yes
3. Dale	911 Aster Ave	419 381 7073	3/30/8	yes
4. Lewis Hale	1831 Oak St	417-389-1817	4/3/78	yes
5. Kristen Denton	1210 edinburgh 252772 100P Springdale 3800	AR 72762	9/26/90	yes
6. Staci Rains	PO BOX 8769, spgda	AR 72762	11/24/79	yes
7. Jodie Stafford	1950 AR 72766 Boisdale Ark Fayetteville Ark 72703	Ark 72703		
8. Christopher Lowmy	2420 E Frontier Elm Drive Fay. 72703	479-857-0810	1/21/83	✓
9. Denise Billings	87 Fiddlesticks Roxboro AR 72704	479/4094547	6/9/60	yes
10. Susan Carg	336 Adams	479-466-8390	4.8.71	y
11. meagan Cherry	1786 N Gregg (479) 387- Apt 6, Fayetteville 4188		4/1/85	yes
12. Bill Mitchell	1157 N. Ridgeway BR Fay		4/18/47	479-283-9450 yes
13. TERESA Lollis	367 N. Durango Pl. Fay		10/29	479-571-4560 YES
14. John Lehr	4953 Prestwick S Cir Fay		7/22/52	479-9354850 yes

Untitled

15. Jon Gustafson 716 E. Dogwood Ln 443-6632 4-26-49 Yes
16. Jack Dick 3889 E Craftswood Rd 283-3787 03-14-72 yes
17. Mary Wheeler 3118 N. Sandpiper Blvd. Stey. Off 300-1620 11/9/60 yes
18. Wayne Williams 4455 Chaparril Way 704-479-4571-6793 4/28/77 yes
19. Harold Dutton SILVER SPRING 479-4355-5638 yds
20. Nora Lawrence 3132 N. Sheryl Ave Fayetteville, AR 479-4466-2767 Yes
21. Richard Baver 4510 W. Sandpiper, Fayetteville, AR 479-841-6859 yes
22. Brenda Beach 4294 E. Churchill Fayetteville AR 479-811-3371 yes
23. Martha Jones 5582 W. State View, Fay, AR (479) 4450515
24. Ben Allen 3750 N. BECFAR PLACE FAY 4-27-86 813-260-0987 yes
25. ~~Robert E. Boney~~ Killbuck 663 Madison Blvd. Fay 10-15-57 479-236, 4522 yes

Untitled

IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE PETITION BELOW:

	NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1.	Kathy W. Rathey	4986 Pretwick	501-993-6501	2-1-52	Yes
2.	Tim Schulte	3790 N. Belfast Pl.	479-541-9127	3-30-77	Yes
3.	Donnell Gode	4143 W. Spring House	479-957-7387	2-27-85	Yes
4.	Angela Burnett	2735 So. College Dr.			Yes
5.	Matt Lindsay	219 E. Maple	479-409-8908	1/31/77	Yes
6.	Laura Denton	1210 Edinburgh Loop	479-287-9011	2/14/71	yes
7.	ANTHONY DENTON	1210 EDINBURGH LOOP	479-287-2742	12/19/68	YES!
8.	Tim Stidham	2241 W. Cartier St F	479-466-2731	2/14/82	YES
9.	Sarah White	3016 N Bentley Rdg	870-740-3923	4/4/83	YES
10.	Burkney Lay	24185 Mill Rd	479-530-3362	8/16/84	Yes
11.	Linda Bell	184 Countryside Dr.	507-1882	8/17/56	yes
12.	J. Batson	3595 Tanglewood	530-6361	4/29/14	yes
13.	Regina Davis	261 Briarhill Dr.	463-1007	10-15-55	yes

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14. Brock Stachler - 2550 Victor Pk. 479-466-3093
 Fayetteville, AR 72704 2/25/55-R.V.
15. Joanna McCusker 436 E. Prospect St. Fay, AR 72701 422-6764
16. Jennifer Maynard 3543 W. Donore Dr. Fayetteville, AR 72704
17. Chae Fackler 974 W. Huguo St. Fay, AR 72701 9-2-1990 Ko
18. Tara Wright 3512 E. Fredricksburg Circle 72703 6/12/71 - yes
19. Shea Peterson 4183 W. Skow Bend Fay, AR 72704 11/16/74 yes
20. Courtney Baileys 2438 W. Bordeaux Pl Fay, AR 72704 1/26/82 yes
21. Carrie Johnson 5300 S. 62nd Pl. Dodge, AR 72704 Y
22. Gillian Colten 2785 N. Ida Lindby Dr #10 72703 682-553-9170
23. Johanna Parachio 408 Atchison Springdale, AR 72762 595-1234 12/18/87 yes
24. Angel Petet 2073 Staci Lane Fay 72704 1-22-73 yes
25. Kenny King 289 Wedgerview Drive Farmington 72730 479-879-7478 3/25/69 Yes

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IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE

PETITION BELOW:

	NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1.	Nancy Ogden	Springdale	870 665 6694	8/5/58	yes
2.	Jo Adcock	Pennington	479-267-1088	7/30/47	yes
3.	Din Bacon	Pennington Fayetteville	479-521-1375	2-8-58	yes
4.	Johnny Waddell	Fayetteville	479 530 8397	6/22/63	yes
5.	Donna Campbell	Springdale	479-582-7872	6/26/50	yes
6.	Erin Appeldorn	2000 Fayetteville	479-601-1303	11/29/74	yes
7.	Helen B. Huff	Fyde, ar.	479-442-4782	12/8th	yes
8.	Julie K. Olsen	Bethel Heights	479-601-3698	4/19/65	yes
9.	William B. Couch	Bentonville	479-381-6326	3/31/65	yes
10.	Jiffany Chastain-Smith	Springdale	479-387 0505	7/27/73	yes
11.	Amy Woodard	Fayetteville	479-582-1093	-?	yes
12.	Kara Long	Fayetteville	479-841-9225	12/8/66	yes
13.	Caraline Rittle	Fayetteville	479-966 6113	01/31/94	yes

	Name	address	phone	DOB	Registered voter Y/N
14.	Craig McElhough	PO Box 4067 72702	479 283-4525	4/11/80	Y
15.	Anthony Capps	1355 E Ridgeway Dr 72701	479 366 3995	2/18/66	yes
16.	Elizabeth Vollmer	1659 N. Artmurs Ct.	479-236-3989	7/21/67	Y
17.	Leslie brashers	160 S HILL AVE	479.466.7525	3/8/71	Y
18.	J. Batson	P.O. Box 396 72765	479-530-6361	10/28/74	Y
19.	Chris Beavers	1637 E. Ridgeway Dr.	479-966-7660	1-16-74	Y
20.	Ryan Womack	3929 Thornbury Dr	479 414 0844	11/24/93	Y
21.	Beth Samiers	2465 N. Amman Dr.	501-425-1348	1/14/81	Y
22.	Marshall Samiers	" "	479-422-1620	3/22/80	Y
23.	PATRICIA STUBER	2045 Jonguiz Rd	479-466-4503	9/3/42	Y
24.	Jackie Sims	11335 S. Wedington BLVD	(479) 422-4772	5-11-62	Y
25.	Faige Ferguson	25 Oxford Dr. Rogers 72758	479 616 8206	1/8/70	Y

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IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE

PETITION BELOW:

NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1. <i>Clare Williams</i>	<i>2350 Big Oaks Dr</i>	<i>479-957-4944</i>	<i>3-28-77</i>	<i>yes</i>
2. <i>Kay Monroe</i>	<i>Fay 72703</i> <i>190 Elizabeth St</i> <i>Polola, OK</i>	<i>918 826 3940</i>	<i>6-23-51</i>	<i>yes</i>
3. <i>Laurie Hunsley</i>	<i>5436 Clear Creek</i>	<i>479-582-1863</i>	<i>10/18/60</i>	<i>yes</i>
4. <i>Ruby Hunsley</i>	<i>1716 N Lewis Ave</i>	<i>501-454-6750</i>	<i>09/05/88</i>	<i>yes</i>
5. <i>Walker Mitchell</i>	<i>2945 E Victoria</i>	<i>479 236-0711</i>	<i>11/5/75</i>	<i>yes</i>
6. <i>Kim Rush</i>	<i>1259 W Mt Comfort</i>	<i>479-249-6104</i>	<i>9/28/71</i>	<i>yes</i>
7. <i>Beth McCombs</i>	<i>2910 Dogwood Camp</i> <i>Fay 72704</i>	<i>479 444 8780</i>	<i>10/11/61</i>	<i>yes</i>
8. <i>Diana Mitchell</i>	<i>1157 Ridgeway</i> <i>Fay 72703</i>	<i>479-283-9049</i>	<i>10/10/47</i>	<i>yes</i>
9. <i>Joni Crawford</i>	<i>3677 Hearthstone Dr.</i>	<i>479-841-0375</i>	<i>10/14/80</i>	<i>yes</i>
10. <i>Kelly Stuckey</i>	<i>2454 N. Candlewood</i>	<i>479 466-0159</i>	<i>11/11/66</i>	<i>yes</i>
11. <i>Nanci Binds-Berlett</i>	<i>300 Evergreen</i> <i>72703</i> <i>72764</i>	<i>479 263 1665</i>	<i>7/25/57</i>	<i>yes</i>
12. <i>Becky Babb</i>	<i>436 Riverlyn Dr.</i>	<i>479-466-3907</i>	<i>11/15/63</i>	<i>yes</i>
13. <i>Sam Brown</i>	<i>2400 Willoughby</i>	<i>479-973-9085</i>	<i>5/25/76</i>	<i>yes</i>

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CITY CLERK'S OFFICE

Untitled

14. Sarah Sage 280 Wiloughby Rd 973-9055 9/2/79 Y
15. Rich Kley 4879 Prestwick S Circle 479 5276339 C-26-64 Y
16. Kelli Lee 4953 Prestwick S, Circle 479 9354850 6-4-70 Y
17. Antonette Morgan 104 S. School Ave 479-522-4632 9-18-69 Y
18. Alexander Escoto 3704 W Providence 479 4662140 12/11/83
19. Ronald B. Stinchcomb 2895 E. Picasso Pl 479 5309025 6-30-51 Yes
20. Mary Flowers 2546 Fennchurch Way 479 3012146 3-6-67 Yes
21. Susan Orichie 1902 W. Brooks. Pl. Rogers, Ar 479 7901976 12-4-50 yes
22. Ann-Maria Mabbled 6057 W Wheeler Rd 479 270 7390 9/6/75
Fry, AR 72704
23. Mary Elizabeth Adridge 4027 W. Canick Dr 870 2302633 8/1/78 Yes
Fayetteville, AR 72704
24. S. D. Stett 1610 N. Fox 479 366-2980 Y
Fry, AR 72701
25. Connie Crisp 1040 Rodgers Drive 479-263-7555
Fayetteville 72701

cl

Untitled

IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE

PETITION BELOW:

	NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1.	Catherine Black	3060 Hook Ln.	736-8500	12-17-41	yes
2.	Jeff	105 N. SALVIN	871-2398	8-11-75	yes
3.	Deborah Bailey	5116 W. Jumbleweed	871-2335	7-10-54	yes
4.	Courtney Silkwood	1295 N HERITAGE	479-263-1964	2/16/81	y
5.	Teresa McLeMore	911 Vandeventer	841-4157	12/17/14	yes
6.	JOAN S. WATKINS	916 E. DUGGON	443-6632	5/15/46	yes
7.	Cheryl Morrison	2769 Hardy Lane	442-4843	3-19-65	yes
8.	Charles Blomberg IV	2100 N Leverett Ave	856-9878	4-5-88	yes
9.	Quinter Whiteside	836 S. Hill Ave	501-952-4001	9-25-84	yes
10.	Christina Martin	1051 E. Broadview	479-575-9283	11-16-77	yes
11.	Shawn Lee	One EAST Center #340	479-957-7804	8/27/1941	yes
12.	Terri Mallionx	1376 Amberwood Ln.	443-1955	10-01-66	yes
13.	Jeremy Beavers	1637 Ridgeway	251-1857	10-21-73	yes

Name	Address	Phone #	DOB	Registered voter
14. WILLIAM A. WALKER	3372 E. TOWNSHIP ST. 72703	479.200.5587	14 JUN 78	YES
15. Leslie Gordon	1007 E Oakes Manor Drive	479-521-4510	10-14-74	yes
16. Jackie Collie	302 Evergreen DR Spdg	479.750.2059	6/4/63	Yes
17. Laurie Harrison	2229 E. Lensfield Dr. Far	479-		
18. Susan W. Gessler	318 E. Lafayette Fayetteville, 72701	479-521-6593	6-5-53	yes
19. DARRYL J. FINE	705 E. CEE FINE RD	479-841-9657		yes
20. Terri Karel	23 Ivy Circle Bentonville	479 903-5442	6/18/62	yes
21. Marci Adams	1924 N. Candleshoe Dr Fayetteville AR 72701	479-871-0434	5/30/82	yes
22. Candice Woods	3448 Magnolia St. Fayetteville 72703	479 595 9533	3/10/83	YES
23. Marshall Savers	2465 N Common Dr. Far. 72703	479-422-1620	3/22/80	yes
24. Donna Lindsey	301 Shadow Dr Fayetteville, AR 72701	479-443-3086		yes
25. Richard Faulkner	4473 Stonecrest Springdale AR	479-841-5271	1/25/51	Y

WALKER

RECEIVED
MAY 06 2014
CITY OF FAYETTEVILLE
CITY CLERKS OFFICE

Untitled

IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE

PETITION BELOW:

	NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1.	Dane Erickson	4011 B Rochester Cir	501 944-8510	11/25/59	Yes
2.	Jenni Kirstein	Springdale Dr 1656 W. Saddlehorn Fayetteville	479 790-4804	6-11-81	yes
3.	Coleman Taylor	3081 John Wayne Fayetteville, AR 72703	479-879-4799	9/26/82	Yes
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					

Untitled

IF YOU ARE OPPOSED TO THE CURRENT REVERSE PARKING ON THE NORTH END OF BLOCK ST, PLEASE SIGN THE

PETITION BELOW:

	NAME	ADDRESS	PHONE	DOB	REGISTERED VOTER Y/N
1.	Charlene Luyt	359 N. West St.	521-7762	1-26-48	yes
2.	Lanette Thompson	1448 N. College	387-7127	5-15-71	yes
3.	Jan Starnett	2011 Bear Acers Rd	521-7759	12/24/52	yes
4.	K Bush	2006 Dee	445-7000	6/1/74	yes
5.	Ray Hungate	4148 N. H	442-6112	4/30/44	yes
6.	Gary Olson	1717 Boulder Dr	236-9942	8/3	yes
7.	Jake Cypert	2501 E. Kantz Dr.	790-7883	5-11-80	yes
8.	SUE Hungate	4148 N Hungate	466-8815	8-19-48	yes
9.	Cody Seals	16795 Corefree Ln.	422-9974	10-31-85	yes
10.	Kandra Hughes	18685 Rheas Church Rd	879 1363	6-22-71	yes
11.	Shari Heinzelmann	1543 Afton Ct	935-4632	11-15-73	yes
12.	Mike Harper	2637 E. Petunia Ct	871-8808	7-16-70	Yes
13.	Nate Marker	10 Sangren Ct.	659-4223	7/20/71	Yes

14. Pam Elliott, 1728 Hunters Ridge, Fayetteville 72701, 571-0038 10/24/51 Y
15. Stacy Beam, 4098 W. Mahogany Dr, Fayetteville 72704, 856-9556 6/5/69 Y
16. Suzanne Osborne, 2497 W. Jane Circle, Fayetteville, AR 72704
17. Yolanda L Nally 230 W. Center St. Fayetteville 72701
18. Jennifer Hays 2119 Hidden meadows Elkins, Ar 6/4/78 Yes
19. Kirsten Speer 4734 Homesound Dr. Fayetteville, AR 72704, 479-466-8866, 12/31/74 Yes
20. Kim Sales 254 W Holly Fayetteville 72703 6/10 Yes
21. James Ledbetter 3689 Bowling Green, Fayetteville, AR 72704 10/31/75 Y
22. Lisa Sagely 11077 Tony Mtn. Fayetteville, AR 72701 9-16-67 Yes
23. Melanie Porter 3051 Amberwood St. Springdale, AR 72762 750-1042 3/31/73 No
24. Blake Johnston 1326 E Sunny Hill Dr Fayetteville, AR 72703 YES 479-719-6348 5/6/83
25. Jana Mix 1639 Starr Dr, Fayetteville, AR 72701 yes 479-790-1180

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith



ALDERMEN

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
May 06, 2014**

A meeting of the Fayetteville City Council will be held on May 06, 2014 at 5:30 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:

1. **Quarterly Financial Report – 1st Quarter 2014**, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. Approval of the April 15, 2014 City Council meeting minutes.
2. **Animal Services Donation Revenue:** A resolution to approve a budget adjustment in the total amount of \$9,588.00 representing donation revenue to Animal Services for the first quarter of 2014.

3. **2014 Bulletproof Vest Partnership Program:** A resolution to authorize a fifty percent (50%) matching grant application to the 2014 Bulletproof Vest Partnership Program seeking a grant in the amount of \$42,000.00 for the replacement of body armor vests for Fayetteville Police Officers and Emergency Response Team Officers.
4. **Garver, LLC:** A resolution to approve a professional engineering services agreement with Garver, LLC for surveying and design services related to the installation of a propane fueling system at the Happy Hollow maintenance site in the amount of \$33,800.00, approving a project contingency of \$3,380.00, and approving a budget adjustment.
5. **Bid #10-47 King Electric Contractors:** A resolution to authorize a contract with King Electrical Contractors in the amount of \$37,770.00, pursuant to Bid #10-47, for the installation of LED trail light fixtures and light poles along the Tsa La Gi Trail, and to approve a ten percent (10%) project contingency.
6. **Bid #14-23 First Light and Whatley, Inc.:** A resolution to authorize the purchase of LED trail light fixtures from First Light of Tulsa in the amount of \$87,048.00 plus applicable sales tax, and to authorize the purchase of light poles from Whatley, Inc. in the amount of \$29,744.00 plus applicable sales tax, pursuant to Bid #14-23, for installation along the Tsa La Gi Trail.
7. **McClelland Consulting Engineers, Inc.:** A resolution to authorize a professional engineering services agreement with McClelland Consulting Engineers, Inc. in the amount of \$371,396.00 for design and related services for improvements to Zion Road.
8. **Jorgensen and Associates, Inc.:** A resolution to authorize a professional engineering services agreement with Jorgensen and Associates, Inc. in an amount not to exceed \$387,000.00 for design and related services for the extension of Ruppel Road from Persimmon Street to Martin Luther King, Jr. Boulevard.
9. **Amend Resolution 218-13:** A resolution to amend Resolution No. 218-13 to approve a change order and authorize a payment in the amount of \$3,451.74 to Royal Communications, Inc. for Phase One of the Access Control Project; to authorize a payment of \$25,459.11 to Royal Communications, Inc. for equipment already purchased for Phase Two; to cancel the existing contract with Royal Communications, Inc. for Phases Two and Three; to approve a contract with Electra Link, Inc. through RFP 13-11 for Phases Two and Three of the Access Control Project in the total amount of \$42,206.00; to authorize a ten percent (10%) project contingency; and to approve a budget adjustment.
10. **RJN Group, Inc.:** A resolution to approve a contract with RJN Group, Inc. in the amount of \$56,000.00 for professional engineering services, and to approve a budget adjustment.

B. Unfinished Business: None

C. New Business:

1. **Lose and Associates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement for professional landscape, architectural and engineering services with Lose and Associates, Inc. in the amount not to exceed \$726,022.00 for design and construction documentation of the Regional Park.
2. **Whole Foods, Inc.:** A resolution to express the City Council's intention to pay for the installation of a traffic signal at Masonic Drive and College Avenue if Whole Foods, Inc. constructs its store at this intersection and to approve a budget adjustment of \$150,000.00.
3. **RZN 14-4659 (West Side of Beechwood and South of the Domain/Beechwood Properties):** An ordinance rezoning that property described in rezoning petition RZN 14-4659, for approximately 9.74 acres, located at the west side of Beechwood, south of the domain from I-1, Heavy Commercial/Light Industrial, to CS, Community Services.
4. **VAC 14-4655 (Southwest Corner of Razorback and 15th/Razorback Student Housing):** An ordinance approving VAC 14-4655 submitted by Crafton Tull for property located at the southwest corner of Razorback and 15th Street to vacate a portion of a utility easement.
5. **VAC 14-4656 (2693 Valencia Ave./Riverwood Homes):** An ordinance approving VAC 14-4656 submitted by Riverwood Homes for property located at 2693 Valencia Avenue to vacate a portion of a utility easement and drainage easement, a total of approximately 42 square feet.
6. **I-PZD 14-4662 Industrial Planned Zoning District (701 W. North):** An ordinance establishing an Industrial Planned Zoning District titled I-PZD 14-4662, Project Corral, located at 701 W. North Street; containing approximately 0.76 acres; amending the official zoning map of the City of Fayetteville; and adopting the zoning criteria and Associated Master Development Plan.
7. **Environmental Consulting Operations, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.
8. **CH2M Hill Engineers, Inc. Amendment No. 5:** A resolution to approve Amendment No. 5 to the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc. to increase the contract in the amount of \$80,632.00 and approve a budget adjustment.
9. **CH2M Hill Engineers, Inc.:** A resolution to exercise a new five year option to renew the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc.

10. City Council Support for Firefighters: A resolution to express the City Council's support of a legislative enactment to create a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters.

11. Block Avenue Parking: A resolution to reaffirm the back-in parking design on Block Avenue between Dickson Street and Spring Street.

D. City Council Agenda Session Presentations:

- 1. Economic Development Quarterly Report** – Chung Tan
- 2. Regional Park Update** – Alison Jumper, Park Planning Superintendent
- 3. Land for Sale Adjacent to Gulley Park Presentation** – Wade Colwell

E. City Council Tour:

F. 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:

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.

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.

Old business and new business.

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 aids in a City Council meeting as part of their presentation.

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.

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 of Fayetteville Item Review Form

2014-0172

Legistar File Number

5-6-14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Justine Lentz

Submitted By

Development Services

Department

Action Required:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$9,588.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES FOR THE FIRST QUARTER OF 2014.

Does this item have a cost? ☐ No

-\$9,588.00

Cost of this request

\$54,136.00

Category or Project Budget

Animal Services Donations

Program or Project Name

1010.0001.4808.00

Account Number

\$0.00

Funds Used to Date

Animal Services Project

Program or Project Category

33048 / 33049

Project Number

\$63,724.00

Remaining Balance

General

Fund Name

Budgeted Item? ☐ Yes

Budget Adjustment Attached? ☐ Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:



Comments:

Staff recommends approval of the budget adjustment in the amount of \$9,588.00

[Signature]
4/11/14

Paul a. Bucher 4-14-2014

[Signature] 4-15-14
[Signature]



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Jeremy Pate, Director of Community Development 

From: Justine Lentz, Animal Services Superintendent

Date: April 2, 2014

Subject: Approval of a Budget Adjustment for Animal Services Division

PROPOSAL:

Animal Services would like to recognize donation revenue from citizens and businesses made during the first quarter of 2014. These funds are donated by private citizens and organizations to benefit the animals cared for by Animal Services. All of the funds, except those donated specifically for our income based spay/neuter program, are going into the building and ground maintenance donation expense account.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Animal Services Donation Revenue.

BUDGET IMPACT:

Recognize Animal Shelter Donations in the amount of \$9,588

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$9,588.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES FOR THE FIRST QUARTER OF 2014

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 total amount of \$9,588.00 representing donation revenue to Animal Services for the first quarter of 2014.

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

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar V)

A. 2
Animal Services Donation Revenue
Page 4 of 4

Budget Year 2014	Division: Animal Services Dept.: Development Services Requestor: Lentz, Justine	Adjustment Number
----------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize and allocate donation revenue from citizens and businesses made to Fayetteville Animal Services during the first quarter of 2014.

COUNCIL DATE: 5/6/2014
LEGISTAR FILE ID#: 2014-0172

BUDGET & INFORMATION MANAGEMENT USE

Kevin Springer
4/2/2014 11:29 AM

Budget Director Date

TYPE:

DESCRIPTION: Animal Donations 2014Q1

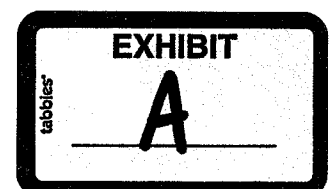
GLDATE:

POSTED:

RESOLUTION/ORDINANCE

v.20140331

TOTAL	9,588	9,588					
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.0001.4808.00	-	9,563	33048	1	RE	Donations - Animal Shelter	
1010.2740.5400.00	9,563	-	33048	1	EX	Building & Grounds Maintenance	
1010.0001.4808.01	-	25	33049	1	RE	Donations - Animal Shelter Spay/Neuter	
1010.2740.5200.03	25	-	33049	1	EX	Veterinary Supplies	



City of Fayetteville Item Review Form

A. 3
2014 Bulletproof Vest
Partnership Program
Page 1 of 6

2014-0187

Legistar File Number

05/06/2014

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

Greg Tabor

Submitted By

Police

Department

Action Required:

Approval of a 50% matching grant application to the 2014 Bulletproof Vest Partnership grant program in the total amount of \$84,000 for the replacement of 81 body armor vests for our police officers and 12 tactical vests for our Emergency Response Team. Grant funds will reimburse \$42,000 and the City will expend \$42,000 for a total grant related cost of \$84,000.

Does this item have a cost? ☐ No

Cost of this request

Category or Project Budget

Program or Project Name

Account Number

Funds Used to Date

Program or Project Category

\$0.00

Project Number

Remaining Balance

Fund Name

Budgeted Item? ☐

Budget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



[Signature] 4/18/14

Paul A. Berlin 4-22-2014

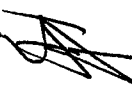


[Signature] 4-22-14
[Signature]

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police 

DATE: April 18, 2014

SUBJECT: 2014 Bulletproof Vest Partnership Grant Program Application

RECOMMENDATION:

Staff recommends approval of a 50% matching grant application to the 2014 Bulletproof Vest Partnership Grant Program in the total amount of \$84,000 for the replacement of 81 body armor vests for our police officers and 12 tactical vests for our Emergency Response Team (ERT) officers.

BACKGROUND:

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Since 1998, the Fayetteville Police Department has obtained grant funding in excess of \$120,000 for the purchase of body armor vests through this partnership. The BVP program provides an important component to the continuing health and welfare of our Police Officers. Each body armor vest has a guaranteed life of five years. All state-of-the-art body armor is custom made to the exact specifications of the wearer. This ensures all officers have our required level of protection.

DISCUSSION:

The total cost to replace ninety-three (93) body armor vests is \$84,000. This grant funding by BVP will provide reimbursement of 50% (or \$42,000) of the City's expenses for the replacement of body armor vests for our police and ERT officers. The Police Department has planned for this grant matching requirement as evidenced on page 63 of the 2013-2017 Capital Improvements Program (see attached) in which \$42,000 is budgeted in fiscal year 2015.

BUDGET/STAFF IMPACT:

The city must match 50% (or \$42,000) of the total project cost of \$84,000. Currently, matching funds are budgeted in FY2015 of the Capital Improvements Program's Police Bulletproof Vests (#13011-1) project. There is no staffing impact related to this grant application

Attachments:

Grant Application
Page 63 of 2013 Capital Improvements Program

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A FIFTY PERCENT (50%) MATCHING GRANT APPLICATION TO THE 2014 BULLETPROOF VEST PARTNERSHIP PROGRAM SEEKING A GRANT IN THE AMOUNT OF \$42,000.00 FOR THE REPLACEMENT OF BODY ARMOR VESTS FOR FAYETTEVILLE POLICE OFFICERS AND EMERGENCY RESPONSE TEAM OFFICERS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a fifty percent (50%) matching grant application to the 2014 Bulletproof Vest Partnership Program seeking a grant in the amount of \$42,000.00 for the replacement of 81 body armor vests for Fayetteville police officers and 12 tactical vests for Emergency Response Team officers.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



1. Registration

1.1 [Agency Information](#)

1.2 [Agency Contacts](#)

2. Application

2.1 [Application Profile](#)

2.2 [Manage Application](#)

2.3 [Review Application](#)

2.4 [Submit Application](#)

3. Payment

3.1 [Bank Information](#)

3.2 [Print Bank Form](#)

3.3 [Manage Receipts](#)

3.4 [Payment Request](#)

3.5 [Payment History](#)

4. Status

4.1 [Current Status](#)

4.2 [LEA Status](#)

4.3 [Application History](#)

5. Personal Information

5.1 [User Profile](#)

5.2 [Change Password](#)



BVP HELP DESK
(Toll-Free 1-877-758-3787)

Section Application > Submit Application > Submit Application for Funding for
BVP Approval

OMB #1121-0235
(Expires:
10/31/2006)

PLEASE NOTE: Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered **on or after April 1, 2014**. Once the open application period closes, funding levels will be established and all applicants will be notified.

Application Profile

Participant	FAYETTEVILLE CITY
Fiscal Year	2014
Number of Agencies Applied	1
Total Number of Officers for Application	120
Number of Officers on Approved Sub-Applications	120
Unspent BVP Funds Remaining	\$623.34
Unspent BVP Funds <u>Obligated</u> for Vest Purchases	\$623.34

Sub-Application Profile

Fiscal Year	2014
Vest Replacement Cycle	5
Number of Officers	120
Zylon Replacement	0
<u>Emergency Replacement</u> Stolen or Damaged	0
<u>Needs</u> Officer Turnover	6

Submit Application for Funding for BVP Approval

Application for Funding				
Name	Quantity	Extended Cost	Tax, S&H*	Total Cost
FAYETTEVILLE CITY	93	\$76,533.00	\$7,467.00	\$84,000.00
Grand Totals	93	\$76,533.00	\$7,467.00	\$84,000.00
Requested BVP Portion of Total Cost, up to:				\$42,000.00

* Total Taxes, Shipping and Handling Cost for each Application

[Submit Application for BVP Approval](#)

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.

CITY OF FAYETTEVILLE, ARKANSAS
 CAPITAL IMPROVEMENTS PROGRAM (2013-2017)

Project Title: Police Bulletproof Vests
Division: Police (D200)
Funding: 4470 - Sales Tax Capital Improvements
Category: Police Improvements
Rank: 1 **Project #:** XXXXX
Project Type: Replacement: X **Timeframe:** On-Going
 Expansion:

Project Cost		
2013	\$	10,000
2014		11,000
2015		42,000
2016		10,000
2017		10,000
Total		\$ 83,000

Description:

This project provides the 50% local match and any shortfall from federal funding for the purchase of bulletproof vests for new officers, the replacement of expired bulletproof vests for veteran officers, and new/replacement tactical bulletproof vests for the members of the Emergency Response Team.

Scheduled Implementation:

New Project Request

The below annual funding schedule is based on the expiration dates of existing bulletproof vests and a projection of new officers being placed into service for the Department.

Effect on Operations:

This project should not increase operations funding.

Newman, Willie

From: owner-bvp-list@ojp.usdoj.gov on behalf of BVP <bvp@usdoj.gov>
Sent: Tuesday, April 01, 2014 2:01 PM
Subject: Bulletproof Vest Partnership FY 2014 Application Announcement

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2014 BVP application funding period.

Applications for FY 2014 BVP funds will be accepted beginning Tuesday, April 1, 2014. All applications must be submitted online at <http://www.ojp.usdoj.gov/bvpbasi/> by 6:00 pm (e.d.t.), Tuesday, May 13, 2014.

Important Information Regarding FY 2014 BVP Funds:

1. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers, in place when the FY 2014 BVP applications are submitted. Please see the BVP mandatory FAQs for further guidance on this new requirement:
<http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>
2. Each vest purchased with FY 2014 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests:
https://www.justnet.org/other/ballistic_cpl.html and https://www.justnet.org/other/stab_cpl.html
3. Jurisdictions with more than one law enforcement agency (LEA) associated with the jurisdiction account may not submit a separate application. Instead, the LEAs associated with jurisdictions with more than one LEA must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA.
4. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2014 BVP funds:
 - a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
 - b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
 - c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum allowable based on the appropriation and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

Sincerely,

The BVP Program Team
Bureau of Justice Assistance
<http://www.ojp.usdoj.gov/bvpbasi/>

City of Fayetteville Item Review Form

2014-0189

Legistar File Number

May 6, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks / Barbara Olsen

Submitted By

Transportation Services

Department

Action Required:

A resolution awarding a contract to Garver, LLC in the amount of \$33,800 plus 10% contingency for a total of \$37,180 for survey and design services for the installation of a propane fueling system at the Happy Hollow maintenance site and a Budget Adjustment to move funds to the Fleet expense account.

Does this item have a cost? ☒ Yes

\$37,180.00

Cost of this request

\$0.00

Category or Project Budget

Shop Improvements

Program or Project Name

9700.1920.5801.00

Account Number

\$0.00

Funds Used to Date

Vehicles and Equipment

Program or Project Category

12007.1401

Project Number

-\$37,180.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item? ☐ No

Budget Adjustment Attached? ☒ Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:



Comments:

4/18/14

Paul A. Beeks 4-22-2014

4-22-14



CITY COUNCIL AGENDA MEMO

MEETING OF [MONTH, DAY YEAR]

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation *TG*

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: May 6, 2014

SUBJECT: Award a contract to Garver, LLC for survey and design services

RECOMMENDATION:

That City Council award a contract to Garver, LLC in the amount of \$33,800 plus a 10% contingency for a total of \$37,180 for survey and design services for the installation of a propane fueling system at the Happy Hollow maintenance site and a Budget Adjustment to move funds to the Fleet expense account.

BACKGROUND:

In late 2012 Fleet began a pilot program on propane use. It is very cost effective. In order to be able to install propane in more units, Fleet needs to install a propane fueling station that ties in with our automated Fuelmaster system and with FASTER for billing. This will allow us to have propane in many vehicles as data entry will be automatic, not done by hand as it is now.

DISCUSSION:

The first step is having an engineer provide survey and design services so that the propane station can be bid out.

BUDGET/STAFF IMPACT:

Propane is considerably less expensive than gasoline so it will save user divisions money to run vehicles and mowers on propane.

Attachments:

Two original copies of a contract with Garver, LLC

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC FOR SURVEYING AND DESIGN SERVICES RELATED TO THE INSTALLATION OF A PROPANE FUELING SYSTEM AT THE HAPPY HOLLOW MAINTENANCE SITE IN THE AMOUNT OF \$33,800.00, APPROVING A PROJECT CONTINGENCY OF \$3,380.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a professional engineering services agreement with Garver, LLC for surveying and design services related to the installation of a propane fueling system at the Happy Hollow maintenance site in the amount of \$33,800.00, and further approves a project contingency of \$3,380.00.

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

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

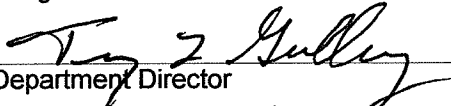
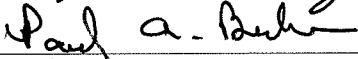
ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

V12.0724 A. 4
Garver, LLC
Page 4 of 24

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

 Division Head	4/18/14 Date
 Budget Director	4/23/14 Date
 Department Director	4/18/14 Date
 Finance Director	4-23-2014 Date
Chief of Staff	Date
Mayor	Date

Checked / Verified _____

Initial _____ Date _____

EXHIBIT
A

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

THIS AGREEMENT is made as of _____, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER'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 ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 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 ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER:
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
 - 3.1.5 The Transportation Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Transportation 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.
 - 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER 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. ENGINEER 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 ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$33,800**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price basis as described in Appendix B. The hourly rates shown in Appendix B will be increased annually with the first increase effective June 1, 2014.
- 5.2 Statements
 - 5.2.1 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 ENGINEER'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

ENGINEER 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.

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER'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 ENGINEER 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

- 5.4.1 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, ENGINEER 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 ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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 ENGINEER 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 ENGINEER's services.

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER 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 ENGINEER.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER 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, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER'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 ENGINEER.

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 ENGINEER 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 ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, 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 ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER 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, ENGINEER 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 ENGINEER 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 ENGINEER to fulfill contractual obligations, it is determined that ENGINEER 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
- 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 ENGINEER'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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 of ENGINEER 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 ENGINEER for services rendered by ENGINEER.

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'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 ENGINEER. 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 ENGINEER's activities pertaining to any such publication shall be for ENGINEER'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 ENGINEER 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 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER 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 ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER 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.

6.13 Notices

- 6.13.1 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

ENGINEER's address:
Garver, LLC
2049 E. Joyce Blvd, Suite 400
Fayetteville, AR, 72703

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 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.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER 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 ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, 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 ENGINEER

- 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 ENGINEER 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 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER'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 ENGINEER's obligations under this clause are in addition to ENGINEER'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 ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER 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. ENGINEER shall also maintain the financial information and data used by ENGINEER 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. ENGINEER 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 ENGINEER;

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

7.4.1 ENGINEER 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 ENGINEER 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 ENGINEER or any of ENGINEER'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 ENGINEER 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 ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. 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 ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

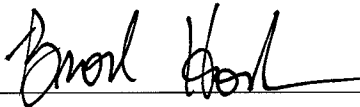
7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER 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, LLC, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER, LLC

By : _____
Mayor, Lioneld Jordan

By:  _____

ATTEST:

By: _____
City Clerk

Title: EXEC VP

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying and design of a new propane fueling station at the City of Fayetteville Maintenance Facility. Improvements will consist primarily of the installation of a 12,000 gallon above ground storage tank and fuel dispenser with a canopy.

2.2 Surveys

2.2.1 Design Surveys

Garver will provide field survey data for designing the project. This survey will not be tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate existing fuel tanks, fuel dispensers, power racks, power poles, the southeast corner of the maintenance building, and underground utilities marked by their owners and/or representatives. Garver will establish control points for use during construction.

2.2.2 Property Surveys

Property surveys are excluded from the scope of services.

2.3 Geotechnical Services

Geotechnical Services are excluded from the scope of services.

2.4 Coordination

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

2.5 Conceptual Design

Garver will proceed directly to the preliminary design.

2.6 Preliminary Design

The preliminary design phase submittal will include:

Production of contract plans and specifications for the design of a single above ground 12,000 gallon propane fuel tank and single dispenser. The tank will be located due west of the existing fuel tanks and the dispenser relatively north of the proposed tank. A separate power feed from the existing maintenance building will be designed to power the propane facility. The design will include a performance specification for a "package" skid-type of system with the tank manufacturer providing the design services for specific connections as required by the contract specifications. Specific design under this contract will be to compose those performance specifications and provide electrical and civil design for the site outside of the services provided by the manufacturer under the "package" system. Garver will provide electrical and civil site plans, civil grading plan, civil details, electrical power plan, and electrical details.

Design will include incorporating the City's existing FuelMaster system as well as a canopy over the dispenser with light.

Design will be completed to NFPA, NEC, State, and City codes.

Garver will complete electrical design calculations and require as part of the specifications for the Contractor to complete arc flash study requirements for the new system.

Opinion of Probable Construction Cost

The preliminary design phase will represent approximately 90 percent of final construction contract plans. This submittal will include technical specifications and "front end" contract documents. Garver will not begin final design until the preliminary design is approved by the Owner in writing.

2.7 Final Design

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost as required to advertise for bids.

2.8 Property Acquisition Documents

Property Acquisition Documents are excluded from the scope of services.

2.9 Bidding Services

Bidding Services are excluded from the scope of services.

2.10 Construction Phase Services

Construction Phase Services are excluded from the scope of services.

2.11 Project Deliverables

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

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

2.12 Extra Work

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Pavement Design.
4. Design of any utilities relocation.
5. Retaining walls or other significant structural design beyond that required for the tank support and canopy.
6. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
7. Construction materials testing.
8. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
9. Large Scale Development.
10. Design of fueling system components beyond performance specification.

11. Perform arc flash calculations.
12. Bidding Services.
13. Construction Phase Services including record drawings.
14. Services after construction, such as warranty follow-up, operations support, etc.

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

2.13 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work on a mutually agreeable schedule.



APPENDIX B
Fayetteville Propane Fueling Station
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 92.00
E-2.....	\$ 107.00
E-3.....	\$ 129.00
E-4.....	\$ 150.00
E-5.....	\$ 183.00
E-6.....	\$ 228.00
M-1.....	\$ 300.00
Planners / Environmental Specialist	
P-1.....	\$ 108.00
P-2.....	\$ 137.00
Designers	
D-1.....	\$ 85.00
D-2.....	\$ 99.00
D-3.....	\$ 116.00
D-4.....	\$ 138.00
Technicians	
T-1.....	\$ 74.00
T-2.....	\$ 84.00
T-3.....	\$ 102.00
Surveyors	
S-1.....	\$ 44.00
S-2.....	\$ 55.00
S-3.....	\$ 72.00
S-4.....	\$ 105.00
S-5.....	\$ 138.00
S-6.....	\$ 163.00
2-Man Crew (Survey).....	\$ 169.00
3-Man Crew (Survey).....	\$ 210.00
2-Man Crew (GPS Survey).....	\$ 189.00
3-Man Crew (GPS Survey).....	\$ 230.00
Construction Observation	
C-1.....	\$ 82.00
C-2.....	\$ 114.00
C-3.....	\$ 128.00
C-4.....	\$ 163.00
Management/Administration	
M-1.....	\$ 300.00
X-1.....	\$ 52.00
X-2.....	\$ 71.00
X-3.....	\$ 99.00
X-4.....	\$ 135.00

APPENDIX B

CITY OF FAYETTEVILLE PROPANE FUELING STATION

FEE SUMMARY

Title I Services	Estimated Fees
Surveys	\$3,500.00
Preliminary Design	\$21,300.00
Final Design	\$9,000.00
Subtotal for Title I Services	\$33,800.00

APPENDIX B

CITY OF FAYETTEVILLE PROPANE FUELING STATION

SURVEYS

WORK TASK DESCRIPTION	E-6	E-3	S-5	S-4	S-3	2-Man Crew (Survey)	2-Man Crew (GPS Survey)
	\$228.00	\$129.00	\$138.00	\$105.00	\$72.00	\$169.00	\$189.00
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Horizontal and Vertical Control			1			1	2
Topographic Surveys			1			8	
Locate Utilities						2	
Data Processing/DTM Preparation			2	4			
Subtotal - Surveying	0	0	4	4	0	11	2

Hours	0	0	4	4	0	11	2
Salary Costs	\$0.00	\$0.00	\$552.00	\$420.00	\$0.00	\$1,859.00	\$378.00

SUBTOTAL - SALARIES: \$3,209.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$32.00
Survey Supplies	\$29.00
Travel Costs	\$30.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$91.00

SUBTOTAL: \$3,300.00

SUBCONSULTANTS FEE: (Arkups) \$200.00

TOTAL FEE: \$3,500.00

APPENDIX B

CITY OF FAYETTEVILLE
PROPANE FUELING STATION

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	D-3	T-1	X-1
	\$228.00	\$183.00	\$129.00	\$107.00	\$92.00	\$116.00	\$74.00	\$52.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Preliminary Site Visit & Coordination Meeting		3		3				
Project Management								
External Coordination								
City		2		2				
Internal				4				
Fuel System Layout				0				
Preliminary Plans - Civil								
Front End Plans				1			4	
Plan & Profile Sheets				4			8	
Grading				1			4	
Specifications				3				
Quantities				3				
Opinion of Probable Construction Cost				3				
QC Review		4		2			1	
Submit 90% Documents to City				1			1	2
Review Meeting with City		2		2				
Subtotal - Civil Engineering	0	11	0	29	0	0	18	2
2. Electrical Engineering								
Preliminary Site Visit & Coordination Meeting			4		4			
Project Management								
External Coordination								
City			1					
Fuel System Manufacturer			0		0			
Internal			2		2			
Fuel System Layout			0		0	0		
Research Applicable Clearances and NFPA Documents			0		0			
Design								
Circuit Calculations			1		4			
Voltage Drop Calculations			1		2			
Canopy with Light			4		8			
FuelMan Card Reader Design			2		8			
Preliminary Plans - Electrical								
Site Plan					2		6	
Power Plan					2		6	
One-Line Diagram					4	2	6	
Details / Risers			5		14	4	10	
Specifications			4		8			
Quantities			1		5			
Opinion of Probable Construction Cost			1		3			
QC Review		4	6		4			
Submit 90% Documents to City					1			
Review Meeting with City			2		2			
Subtotal - Electrical Engineering	0	4	34	0	73	6	28	0
Hours	0	15	34	29	73	6	46	2
Salary Costs	\$0.00	\$2,745.00	\$4,386.00	\$3,103.00	\$6,716.00	\$696.00	\$3,404.00	\$104.00
SUBTOTAL - SALARIES:		\$21,154.00						
DIRECT NON-LABOR EXPENSES								
Document Printing/Reproduction/Assembly	\$98.00							
Postage/Freight/Courier	\$10.00							
Travel Costs	\$40.00							
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$146.00						
TOTAL FEE:		\$21,300.00						

APPENDIX B

CITY OF FAYETTEVILLE PROPANE FUELING STATION

FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	D-3	T-1	X-1
	\$238.00	\$191.00	\$135.00	\$112.00	\$96.00	\$121.00	\$77.00	\$55.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Project Management		2		2				
Final Plan Revisions				2			4	
Final Specification Revisions				1				
Quantities				1			2	
Opinion of Probable Construction Cost				1			2	
QC Review		2		2			1	
Sign Final Documents / Submit to City				2			1	1
Subtotal - Civil Engineering	0	4	0	11	0	0	10	1
2. Electrical Engineering								
Project Management			2		2			
Final Plan Revisions			4		12		16	
Final Specification Revisions			1		4			
Quantities			1		3			
Opinion of Probable Construction Cost			1		2			
QC Review		2	4		2			
Sign Final Documents / Submit to City			1		1			
Subtotal - Electrical Engineering	0	2	14	0	26	0	16	0

Hours	0	6	14	11	26	0	26	1
Salary Costs	\$0.00	\$1,146.00	\$1,890.00	\$1,232.00	\$2,496.00	\$0.00	\$2,002.00	\$55.00

SUBTOTAL - SALARIES: \$8,821.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$130.00
Postage/Freight/Courier	\$15.00
Travel	\$34.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$179.00

TOTAL FEE: \$9,000.00

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: 4/18/2014	A. 4 Garver, LLC
P.O Number:	Expected Delivery Date:	Page 23 of 24

Vendor #: 52650	Vendor Name: GARVER ENGINEERING	Mail Yes: ☐ No: ☒
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Address:	Fob Point:	Taxable Yes: ☐ No: ☒	Quotes Attached Yes: ☐ No: ☒
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City:	State:	Zip Code:	Ship to code: 50	Division Head Approval: <i>Jesse Beebe</i>
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Requester: BARBARA OLSEN	Requester's Employee #: 1940	Extension: 3485
------------------------------------	--	---------------------------

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	SURVEY AND DESIGN OF SITE FOR PROPANE	1	EA	33,800.00	\$33,800.00	9700.1920.5801.00	12007.1401		
2	TANK INSTALLATION AT HAPPY HOLLOW				\$0.00				
3	MAINTENANCE SITE, PER QUOTE AND CONTRACT				\$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:	\$33,800.00
Total:	<u>\$33,800.00</u>

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

City of Fayetteville Item Review Form

A. 5
Bid #10-47 King Electric Contractors
Page 1 of 10

2014-0186

Legistar File Number

May 6, 2014

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

Matt Mihalevich

Submitted By

Development Services

Department

Action Required:

Staff requests approval of a proposal with King Electric Contractors in the amount of \$37,770.00 for the complete installation of LED trail light fixtures and light poles along the Tsa La Gi Trail and approving a 10% contingency in the amount of \$3,777.00 using Resolution No.135-10 and Bid #10-47.

Does this item have a cost? ☒ Yes

\$37,770.00

Cost of this request

\$409,520.00

Category or Project Budget

Tsa La Gi Trail

Program or Project Name

4470.9470.5814.05

Account Number

\$60,560.82

Funds Used to Date

Trail Development

Program or Project Category

02016.1203

Project Number

\$311,189.18

Remaining Balance

Sales Tax Capital Imp

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☐ No

V20130812

Previous Ordinance or Resolution # 135-10

Original Contract Number:

Comments:

[Signature] 4/21/14

Paul A. Bachman 4-21-2014

[Signature] 4-22-14
[Signature]



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6TH 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: April 18th, 2014

SUBJECT: Tsa La Gi Trail lighting installation

RECOMMENDATION:

Approval of a proposal with King Electric Contractors in the amount of \$37,770.00 for the complete installation of LED trail light fixtures and light poles along the Tsa La Gi Trail and approving a 10% contingency in the amount of \$3,777.00 using Resolution No.135-10 and Bid #10-47.

BACKGROUND:

The City in-house trail construction crew is nearing completion of a 1.4 mile long section of the Tsa La Gi (Cherokee) Trail that runs along the south side of MLK Jr. Blvd and will soon connect to the newly completed Frisco Trail southern extension near Government Ave. Electrical conduit has been installed along the trail in preparation for installation of lighting along this new trail.

DISCUSSION:

These light fixtures and poles will match the standard black fixture seen along most of Scull Creek Trail and include the energy efficiency and reduced maintenance advantage of LED (Light Emitting Diode) light source while providing excellent light coverage for the trail.

BUDGET/STAFF IMPACT:

Funding in the amount of \$37,770.00 has been budget through the Trail Development Capital Improvement Program.

Attachments:

Staff Review Form
King Electrical Contractors - Proposal
Resolution 132-10 King Electrical Services
Bid 10-47 – Bid tab
King Electrical Contractors – Contract
Purchase Requisition

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH KING ELECTRICAL CONTRACTORS IN THE AMOUNT OF \$37,770.00, PURSUANT TO BID #10-47, FOR THE INSTALLATION OF LED TRAIL LIGHT FIXTURES AND LIGHT POLES ALONG THE TSA LA GI TRAIL, AND TO APPROVE A TEN PERCENT (10%) PROJECT CONTINGENCY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with King Electrical Contractors in the amount of \$37,770.00, pursuant to Bid #10-47, for the installation of LED light fixtures and light poles along the Tsa La Gi Trail, plus a ten percent (10%) project contingency in the amount of \$3,777.00.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

KING ELECTRICAL CONTRACTORS
2145 W MOORE LANE
FAYETTEVILLE AR 72701

479-443-0006 FAX 479-443-1719

Email Chris@ckingelectric.net

PROPOSAL

TO: City of Fayetteville	PHONE	DATE 4-21-14
	JOB NAME Tsa La Gi Trail	
JOB DESCRIPTION Furnish material and labor to install 50 owner furnished LED fixtures and poles, install 4 ceiling mount LED fixtures in tunnel, build 3 services with Milbank pedestals, 1 street bore. Project would be billed as time and material per the City of Fayetteville contract with King Electric. Does not include poles, fixtures, conduit underground, trenching, junction boxes. Government street \$9185.00 Indian Trail \$19,875.00 Hollywood \$8710.00 Contractor's License #0063870413		
PROPOSAL GOOD FOR 30 DAYS		DOLLARS: Base Bid \$37,770.00
TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE		AUTHORIZED SIGNATURE
THE ABOVE PRICES SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.		ACCEPTANCE SIGNATURE

RESOLUTION NO. 135-10

A RESOLUTION AWARDING BID #10-47 AND AUTHORIZING A CONTRACT WITH KING ELECTRICAL SERVICES FOR TIME AND MATERIALS RELATED TO MISCELLANEOUS ELECTRICIAN SERVICES

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

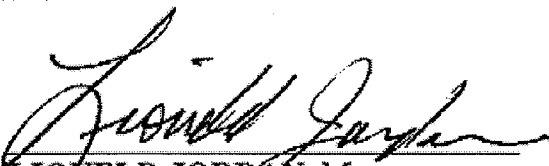
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-47 and authorizes a contract with King Electrical Services for time and materials related to miscellaneous electrician services.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

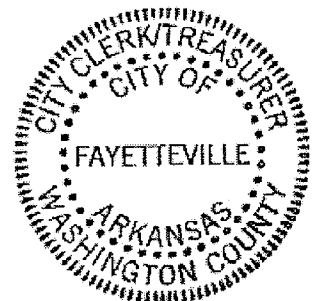
ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville
Bid 10-47, Electrical Contractor
Contract

This contract executed this 3rd day of August, 2010, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and King Electrical Contractors.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. King Electrical Contractors at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 10-47 as stated in King Electrical Contractors bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid # 10-47, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay for completion of each project based on prices indicated in King Electrical Contractors bid proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and King Electrical Contractors consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-47 with the specifications and conditions typed thereon.
 - B. King Electrical Contractors bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and King Electrical Contractors and may be modified only by a duly executed written instrument signed by the City of Fayetteville and King Electrical Contractors.
5. King Electrical Contractors shall not assign its duties under the terms of this agreement.
6. King Electrical Contractors agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from King Electrical Contractors performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. King Electrical Contractors shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance,

King Electrical Contractors shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

1. Workmen's Compensation:
Statutory Amount
2. Comprehensive General & Automobile Insurance
\$500,000 for each accident.
3. Bodily Injury Liability:
\$500,000 for each accident.
4. Property Damage Liability:
\$500,000 aggregate.

The premiums for all insurance required herein shall be paid by King Electrical Contractors.

8. King Electrical Contractors shall furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or King Electrical Contractors with 10 days written notice.

10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

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

12. Jurisdiction: Legal jurisdiction to resolve any disputes must be **Washington County, Arkansas** with **Arkansas law** applying to the case.

13. Arbitration/Mediation: We will not agree to be forced to mediate or arbitrate any dispute.

14. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments.

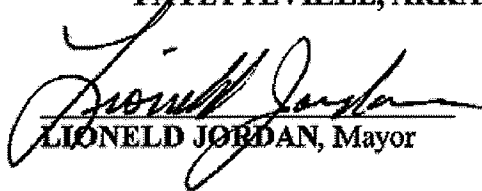
15. Lien Waivers: The contractor shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors, and sub-subcontractors. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

'According to Arkansas law, it is understood that no liens can be filed against public property if a valid and enforceable payment and performance bond is in place. Regarding the Project and Agreement, the valid and enforceable bonds are with (name of surety).'

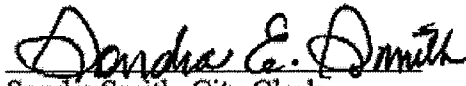
The contractor shall have each subcontractor and sub-subcontractor and material supplier execute a written receipt evidencing acknowledgement of this statement prior to commencement of the work of the subcontractor or material supplier.

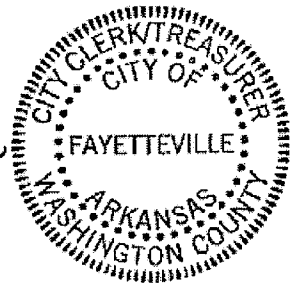
WITNESS OUR HANDS THIS 3rd DAY OF August, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS


LIONELD JORDAN, Mayor

Attest:


Sondra Smith, City Clerk




CONTRACTOR: King Electrical Contractors

BY Chris King President
NAME AND TITLE

ATTEST: COMPANY SECRETARY


BUSINESS ADDRESS

KING ELECTRICAL CONTRACTORS, INC.
2145 W. MOORE LN.
FAYETTEVILLE, AR 72704



Bid 10-47, Electrical Contractor

A. 5
 Bid #10-47 King Electric Contractors
 BID: 10-47 Page 9 of 10
 DATE: 07/15/10
 TIME: 2:00 PM
 CITY OF FAYETTEVILLE

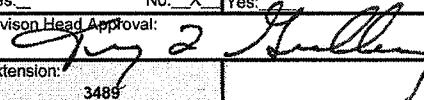
Item	Description	Hill Electric, Inc.			King Electrical Contractors			Multi-Craft Contractors, Inc.			Prime Power Electric			Staley, Inc.			
		Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	
1	Material (Cost plus %) \$0-\$100	35%	\$1,000	\$1,350.00	30%	\$1,000	\$1,300.00	15%	\$1,000	\$1,150.00	10%	\$1,000	\$1,100.00	15%	\$1,000	\$1,150.00	
2	Material (Cost plus %) \$101-\$500	30%	\$1,000	\$1,300.00	30%	\$1,000	\$1,300.00	15%	\$1,000	\$1,150.00	10%	\$1,000	\$1,100.00	15%	\$1,000	\$1,150.00	
3	Material (Cost plus %) \$501-\$1000	20%	\$5,000	\$6,000.00	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00	10%	\$5,000	\$5,500.00	15%	\$5,000	\$5,750.00	
4	Material (Cost plus %) \$1001-\$5000	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00	5%	\$5,000	\$5,250.00	15%	\$5,000	\$5,750.00	
5	Material (Cost plus %) \$5001 and up	10%	\$65,000	\$71,500.00	10%	\$65,000	\$71,500.00	15%	\$65,000	\$74,750.00	5%	\$65,000	\$68,250.00	15%	\$65,000	\$74,750.00	
6	Rental Equipment (Cost plus %)	10%	\$10,000	\$11,000.00	10%	\$10,000		15%	\$10,000	\$11,500.00	2%	\$10,000	\$10,200.00	15%	\$10,000	\$11,500.00	
Estimated Cost for Items 1-6:				\$96,900.00				\$96,600.00				\$100,050.00				\$100,050.00	
		Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	
7	Journeyman Electricians (Straight time)	500	\$30.80	\$15,400.00	500	\$30.00	\$15,000.00	500	\$45.50	\$22,750.00	500	\$40.00	\$20,000.00	500	\$38.00	\$19,000.00	
8	Journeyman Electricians (Nights and Weekends)	25	\$49.20	\$1,165.00	25	\$45.00	\$1,125.00	25	\$61.50	\$1,537.50	25	\$60.00	\$1,500.00	25	\$57.00	\$1,425.00	
9	Journeyman Electricians (Holidays)	10	\$46.20	\$462.00	10	\$45.00	\$450.00	10	\$77.50	\$775.00	10	\$60.00	\$600.00	10	\$57.00	\$570.00	
10	Apprentice Electricians (Straight time)	500	\$25.30	\$12,650.00	500	\$25.00	\$12,500.00	500	\$34.00	\$17,000.00	500	\$30.00	\$15,000.00	500	\$30.00	\$15,000.00	
11	Apprentice Electricians (Nights and Weekends)	25	\$37.95	\$948.75	25	\$37.00	\$925.00	25	\$48.00	\$1,150.00	25	\$45.00	\$1,125.00	25	\$45.00	\$1,125.00	
12	Apprentice Electricians (Holidays)	10	\$37.95	\$379.50	10	\$37.00	\$370.00	10	\$58.00	\$580.00	10	\$45.00	\$450.00	10	\$45.00	\$450.00	
13	Electricians Helper (Straight time)	500	\$15.00	\$7,500.00	500	\$9.00	\$4,500.00	500	\$34.00	\$17,000.00	500	\$30.00	\$15,000.00	500	\$30.00	\$15,000.00	
14	Electricians Helper (Nights and Weekends)	25	\$22.50	\$562.50	25	\$13.00	\$325.00	25	\$46.00	\$1,150.00	25	\$45.00	\$1,125.00	25	\$45.00	\$1,125.00	
15	Electricians Helper (Holidays)	10	\$22.50	\$225.00	10	\$13.00	\$130.00	10	\$58.00	\$580.00	10	\$45.00	\$450.00	10	\$45.00	\$450.00	
16	Foreman/Supervisor (Straight time)	200	\$35.70	\$7,140.00	200	\$30.00	\$6,000.00	200	\$50.00	\$10,000.00	200	\$45.00	\$9,000.00	200	\$42.00	\$8,400.00	
17	Foreman/Supervisor (Nights and Weekends)	25	\$53.55	\$1,338.75	25	\$45.00	\$1,125.00	25	\$67.50	\$1,687.50	25	\$67.50	\$1,687.50	25	\$63.00	\$1,575.00	
18	Foreman/Supervisor (Holidays)	10	\$53.55	\$535.50	10	\$45.00	\$450.00	10	\$67.50	\$675.00	10	\$67.50	\$675.00	10	\$63.00	\$630.00	
19	General Laborer (Straight time)	300	\$12.00	\$3,600.00	300	\$9.00	\$2,700.00	300	\$34.00	\$10,200.00	300	\$27.00	\$8,100.00	300	\$25.00	\$7,500.00	
20	General Laborer (Nights and Weekends)	20	\$18.00	\$360.00	20	\$13.00	\$260.00	20	\$46.00	\$920.00	20	\$40.50	\$810.00	20	\$37.50	\$750.00	
21	General Laborer (Holidays)	10	\$18.00	\$180.00	10	\$13.00	\$130.00	10	\$58.00	\$580.00	10	\$40.50	\$405.00	10	\$37.50	\$375.00	
Estimated Cost for Items 7-21:				\$82,437.00				\$45,990.00				\$88,760.00				\$73,375.00	
**TOTAL COST FOR ITEMS 1-21:				\$149,337.00				\$142,590.00				\$168,810.00				\$173,425.00	

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

CERTIFIED: P. Vice
 P. VICE PURCH MGR

Andrew Fourn
 WITNESS

7/16/10
 DATE

City Of Fayetteville - Purchase Order (PO) Request (Not a Purchase Order) <i>All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)</i> <i>All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us</i>						Requisition No.:	Date:
						P.O Number:	Expected Delivery Date:
Vendor #: 5974		Vendor Name: King Electrical Contr, Inc				Mail Yes: ☒ No: ☐	
Address:				Fob Point:		Taxable Yes: ☐ No: ☒	
City:		State:		Zip Code:	Ship to code:	Quotes Attached Yes: ☐ No: ☒	
Requester: Ginny Gundlach				Requester's Employee #: 2283		Division Head Approval:  Extension: 3489	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #
1	Tsa La Gi Trail						
2	Trail Lighting Installation	1	LOT	37,770.00	\$37,770.00	4470.9470.5814.05	02016/1203
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: Per Bid 10-47 and Res 135-10						Subtotal: \$37,770.00 Tax: \$0.00 Total: \$37,770.00	
Approvals: Mayor: _____ Department Director: _____ Purchasing Manager: _____ Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____							

City of Fayetteville Item Review Form

A. 6
Bid # 14-23 First Light and Whatley, Inc.
Page 1 of 38

2014-0185

Legistar File Number

May 6, 2014

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

Matt Mihalevich

Submitted By

Development Services

Department

Action Required:

Staff requests approval of the purchase of 52 LED trail light fixtures from First Light of Tulsa in the amount of \$87,048.00 plus sales tax of \$8,487.18 and the purchase of 52 light poles from Whatley, Inc. in the amount of \$29,744.00 plus sales tax of \$2,900.04 for a total purchase of \$128,179.22 using bid #14-23 for installation along the Tsa La Gi Trail.

Does this item have a cost? ☒ Yes

\$128,179.22

Cost of this request

\$409,520.00

Category or Project Budget

Tsa La Gi Trail

Program or Project Name

4470.9470.5814.05

Account Number

\$60,560.82

Funds Used to Date

Trail Development

Program or Project Category

02016.1203

Project Number

\$220,779.96

Remaining Balance

Sales Tax Capital Imp

Fund Name

Budgeted Item? ☒ YesBudget Adjustment Attached? ☐ No

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

4/21/14

Paul a. Barber 4-21-2014

4-22-14



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6TH 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: April 18th, 2014

SUBJECT: Tsa La Gi Trail lighting purchase award

RECOMMENDATION:

Approval of the purchase of 52 LED trail light fixtures from First Light of Tulsa in the amount of \$87,048.00 plus sales tax of \$8,487.18 and the purchase of 52 light poles from Whatley, Inc. in the amount of \$29,744.00 plus sales tax of \$2,900.04 for a total purchase of \$128,179.22 using bid #14-23 for installation along the Tsa La Gi Trail.

BACKGROUND:

The City in-house trail construction crew is nearing completion of a 1.4 mile long section of the Tsa La Gi (Cherokee) Trail that runs along the south side of MLK Jr. Blvd and will soon connect to the newly completed Frisco Trail southern extension near Government Ave. Electrical conduit has been installed along the trail in preparation for lighting along this new trail.

DISCUSSION:

These light fixtures and poles will match the standard black fixture seen along most of Scull Creek Trail and include the energy efficiency and reduced maintenance advantage of LED (Light Emitting Diode) light source while providing excellent light coverage for the trail.

BUDGET/STAFF IMPACT:

Eight bidders responded to the request for formal bids, First Light of Tulsa was low bidder for the light fixtures and Whatley, Inc was the low bidder for the poles – see attached bid tabulation. Funding in the amount of \$128,179.22 has been budget through the Trail Development Capital Improvement Program.

Attachments:

Staff Review Form
Bid 14-23, Trail Lighting – Equipment Only Bid summary
First Light of Tulsa - Purchase Requisition
Whatley, Inc – Purchase Requisition

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PURCHASE OF LED TRAIL LIGHT FIXTURES FROM FIRST LIGHT OF TULSA IN THE AMOUNT OF \$87,048.00 PLUS APPLICABLE SALES TAX, AND TO AUTHORIZE THE PURCHASE OF LIGHT POLES FROM WHATLEY, INC. IN THE AMOUNT OF \$29,744.00 PLUS APPLICABLE SALES TAX, PURSUANT TO BID #14-23, FOR INSTALLATION ALONG THE TSA LA GI TRAIL

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of fifty-two (52) LED light fixtures from First Light of Tulsa in the amount of \$87,048.00 plus applicable sales tax, pursuant to Bid #14-23, for installation along the Tsa La Gi Trail.

Section 2. That the City Council of the City of Fayetteville, Arkansas authorizes the purchase of fifty-two (52) light poles from Whatley, Inc. in the amount of \$29,744.00 plus applicable sales tax, pursuant to Bid #14-23, for installation along the Tsa La Gi Trail.

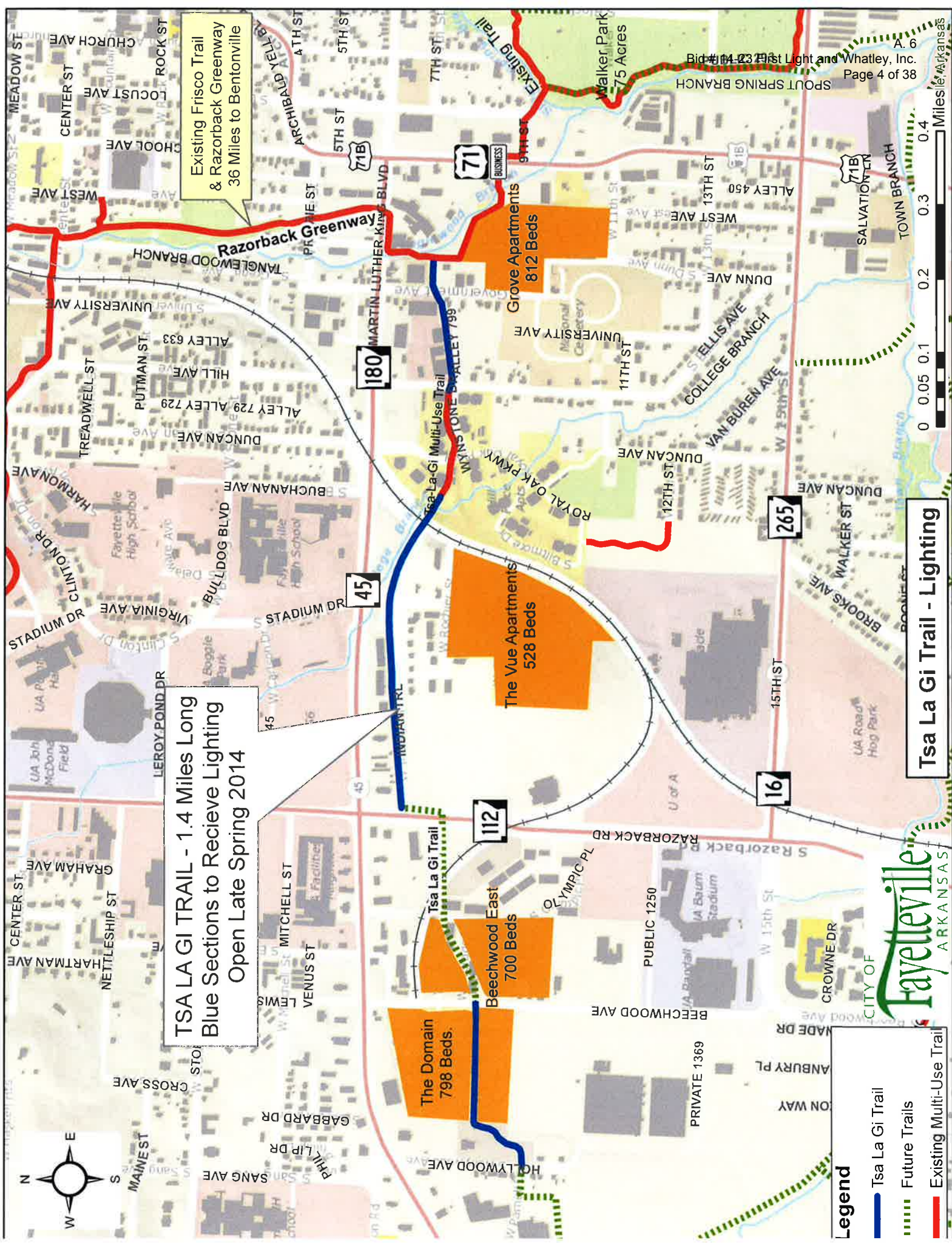
PASSED and APPROVED this 6th day of May, 2014.

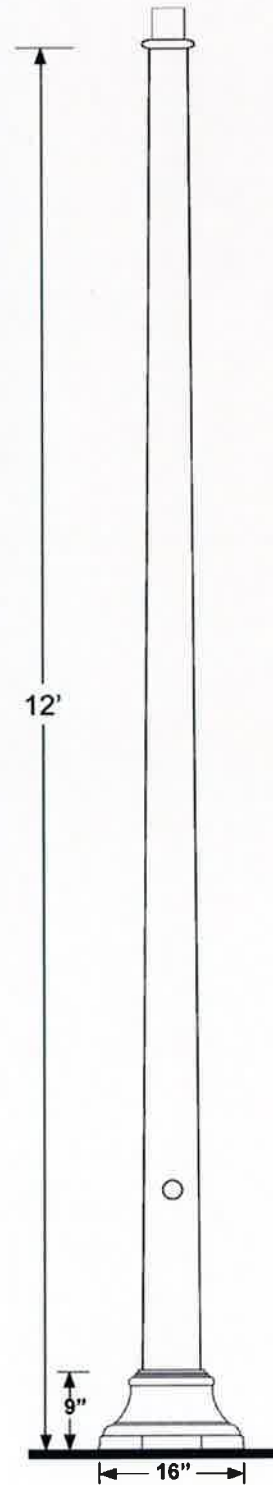
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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





Bid 14-23, Trail Lighting - Equipment Only

BIDDER	Quantity	Luminaire Each	Luminaire Total	Pole Each	Pole Total	TOTAL BID PRICE
1 BA Supply	52	\$ 2,203.28 \$ Amerlux: PT40/DPM-3/T3-5L/BLK	\$ 114,570.56	\$ 670.52 \$ American Composite: DS15ASDS-JXB	\$ 34,867.04	\$ 149,437.60
2 Consolidated Electrical Distrubutor	52	\$ 2,095.00 \$ Amerlux: PT40/DPM-3/T3-5L/BLK	\$ 108,940.00	\$ 636.00 \$ ACI: DS15ASDS-JXB	\$ 33,072.00	\$ 142,012.00
3 Elliott Electric Supply, Inc.	52	\$ 2,037.00 \$ Amerlux: PT40/DPM-3/T3-5L/BLK	\$ 105,924.00	\$ 620.00 - \$ ACI: DS15ASDS-JXB	\$ 32,240.00	\$ 138,164.00
4 First Light of Tulsa	52	\$ 1,674.00 \$ Amerlux: PT40/DPM-3M/LED-H3-5.0K-6.5L-100W/BLK	\$ 87,048.00	\$ - \$ NO BID	\$ -	\$ 87,048.00 Bid Luminaire Only
5 Graybar	52	\$ 1,925.00 \$ Amerlux: PT40/DPM-3/T3-5L/BLK	\$ 100,100.00	\$ 575.00 \$ Alliance Composites: DS15ASDS-JXB	\$ 29,900.00	\$ 130,000.00
6 Upchurch Electrical Supply Company	52	\$ 2,007.00 \$ Amerlux: PT40/DPM-3/T3-5L/BLK 5K:6000LM; 82W, Type III Slip fits over 4" tenon	\$ 104,364.00	\$ 610.00 \$ Alliance Composites: DS15ASDS-JXB	\$ 31,720.00	\$ 136,084.00
7 Whatley, Inc.	52	\$ - \$ NO BID	\$ -	\$ 572.00 \$ Whatley Inc.: ST45-D10M-OCE12.DE-STD-40-XX	\$ 29,744.00	\$ 29,744.00 Bid Pole Only
8 Wholesale Electric Supply	52	\$ 1,881.78 \$ Amerlux: PT40/DPM-3/T3-5L/BLK	\$ 97,852.56	\$ 573.70 \$ ACI: DS15ASDS-JXB	\$ 29,832.40	\$ 127,684.96

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

CERTIFIED:



P. VICE, Purchasing MGR

WITNESS



DATE

4/03/14



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 14-23, Trail Lighting – Equipment Only
DEADLINE: Thursday, April 03, 2014 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Friday, March 14, 2014

INVITATION TO BID Bid 14-23, Trail Lighting – Equipment Only

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

Name of Firm: First Light of Tulsa
Contact Person: Clete Harrington Title: District Manager
E-Mail: charrington@firstlightsystems.com Phone: 918-627-5483
Business Address: 5003 S. 101st E. Ave.
City: Tulsa State: OK Zip: 74146
Signature:  Date: 3-28-2014

City of Fayetteville
Bid 14-23, Trail Lighting – Equipment Only
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 12 weeks from date of received Purchase Order.

F.O.B. Transportation Division, 1455 S. Happy Hollow Rd., Fayetteville, AR 72701

Item	Description	Initial Estimated Quantity		Price Per Each	Total Line Item Price
1	Luminaire: Model #PT40 / DPM-3M / LED-H3-5.0K-6.5L-100W / BLK - Flat Polycarbonate lens <u>or</u> LEXAN, Type III, Full Cutoff made by Amerlux Exterior or approved equal as determined by the City of Fayetteville.	52	x	\$ <u>1,674.00</u>	= \$ <u>87,048.00</u>
Please Specify for Unit(s) Bid for Item #1:					
*MANUFACTURER: <u>Amerlux</u> *MODEL: <u>PT40/DPM-3M/LED-H3-5.0K-6.5L-100W/BLK (AS SPECIFIED)</u>					
2	Pole: Direct Bury 12' Composite Materials Technology (CMT) Legacy fiberglass pole black with decorative base, Model #LFY12-T-3-T400X4.5-S with 4" O.D. tenon <u>or</u> Alliance Composites DS15ASDS4-JXB, or other approved equal as determined by the City of Fayetteville.	52	x	\$ <u>No Quote</u>	= \$ <u>No Quote</u>
Please Specify for Unit(s) Bid for Item #2:					
*MANUFACTURER: <u>No Quote</u> *MODEL: <u>No Quote</u>					
<u>Bidding Item 1 only CH</u> *TOTAL BASE BID:					\$ <u>87,048.00</u>
*Total Base Bid shall be the calculated sum of items 1 and 2. Each line item shall be calculated by multiplying the Quantity times Price per Each. Price Per Each shall be inclusive of the item, freight, shipping, etc.					

Bids must be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

CH 1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: First Light of Tulsa
Purchase Order/Payments shall be issued to this name
*D/B/A or Corporation Name Robinson Electric Supply Co., Inc.
*BUSINESS ADDRESS: 5003 S. 101st E. Ave.
*CITY: Tulsa *STATE: OK *ZIP: 74146

*PHONE: 918-627-5483 FAX: 918-610-5483

*E-MAIL: charrington@firstlightsystems.com

*BY: (PRINTED NAME) Clete Harrington

*AUTHORIZED SIGNATURE: 

*TITLE: Division Manager

*DUNS NUMBER: 07-764-9994 CAGE NUMBER: _____

*TAX ID NUMBER: 64-0568579

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville

Bid 14-23, Trail Lighting – Equipment Only

General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

- 1. Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after

approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220).

No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS: Enclosed technical specifications

City of Fayetteville
Bid 14-23, Trail Lighting – Equipment Only
Technical Specifications: Luminaires and Poles

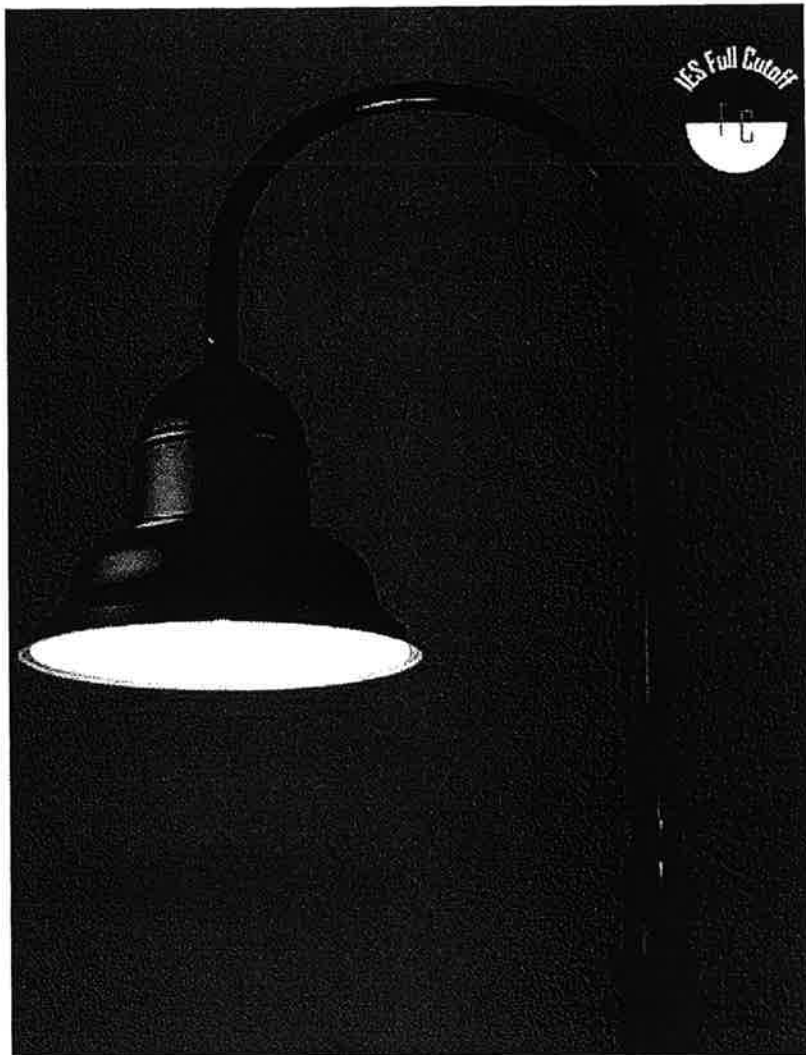
1. GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they shall be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.
- 1.3 Vendor shall include this section with bid. In the event the bid line specification item meets the specification provided, bidder shall indicate with a check mark, writing in "yes" or other mark clearly indicating the item bid meets the individual specification. In the event the item bid does NOT meet the specification, bidder shall write in **"no" or leave the item blank**, indicating the item bid does not meet the specification. Bidders shall not be allowed to indicate if a specification is intended to be met after the deadline has passed. The City of Fayetteville shall not accept other literature for bid specification interpretation.
- 1.4 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.5 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply to this project but will not be considered for bid evaluation.
- 1.6 City intends on placing an initial order for 52 each of luminaires and poles. The City intends to purchase off this bid on an as-needed basis through 12/31/2014 given the awarded vendor will hold pricing firm. City will not purchase off this bid with any associated price increase.
- 1.7 Award evaluation: Bids shall be evaluated and awarded by line item to the most responsive responsible bidder. Bidders are not required to bid on all line items. The City reserves the right to award this bid to multiple vendors in an effort to obtain the most cost effective purchase.

2. ITEM 1 – LUMINAIRE / FIXTURE:

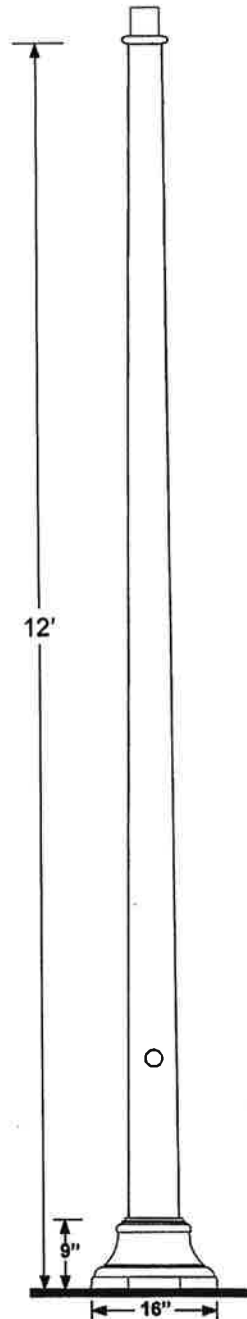
- a. ☐ Luminaire: Initial estimated quantity of 52) – Model #PT40 / DPM-3M / LED-H3-5.0K-6.5L-100W / BLK - Flat Polycarbonate lens or LEXAN, Type III, Full Cutoff by Amerlux Exterior or approved equal as determined by the City.
- b. ☐ Purchase additional quantities on an as-needed bases through 12/31/14 with no price increase.
- c. ☐ Power Factor of > .90
- d. ☐ 100 W maximum
- e. ☐ 80 foot pole spacing with minimum 0.5 foot candle
- f. ☐ LM 79 Photometric report shall be provided with bid
- g. ☐ Less than 5% loss to BUG – Backlight, Uplight and Glare
- h. ☐ Type 3 light distribution

- i. ☐ 80 lumens per watt efficiency minimum
- j. ☐ Thermal losses should be less than 10% when operated at a steady state at an average ambient operating temperature of 25°C (77°F), and optical losses should be less than 15%. A thermal management system shall be included.
- k. ☐ Nominal CCT - 4100K
- l. ☐ CRI >70
- m. ☐ 5-Year Warranty on Manufacturers Defects. Warranty shall include transportation to and from the City at no additional expense to the City.
- n. ☐ Average delivered lumens over 50,000 hours shall be minimum of 85% of initial delivered lumens. Lumen maintenance shall be approved through one of two LM80 validation methods.
- o. ☐ Ingress Protection (Dust and Water Intrusion) – IP > 65. Luminaire shall include a water tight gasket or breathable gasket at seam between the lens and luminaire body.
- p. ☐ Driver shall include built in surge protection
- q. ☐ Color: Satin Black
- r. ☐ Fixture shall meet the following measurements, shape, and form:



3. ITEM 2: POLE:

- a. ☐ **Pole (Quantity 52)** – Direct Bury 12' Composite Materials Technology (CMT) Legacy fiberglass pole black with decorative base as shown below
- b. ☐ Model #LFY12-T-3-T400X4.5-S with 4" O.D. tenon or Alliance Composites DS15ASDS4-JXB, or other approved equal.
- c. ☐ Lifetime warranty on fiber-blooming
- d. ☐ Three (3) year warranty on defects. Warranty shall include transportation to and from the City at no additional expense to the City.
- e. ☐ Pole shall meet the following measurements, shape, and form:
- f. ☐ Purchase additional quantities on an as-needed bases through 12/31/14 with no price increase.



5. STANDARDS:

5.1 Each unit shall meet or exceed the following applicable standards.

- a. _____ Any applicable Occupational Safety and Health Administration Standards (OSHA).
- b. _____ Any applicable Arkansas State Highway Commission Regulations regarding vehicle markings, lighting and reflectors

6. DELIVERY / DOCUMENTATION:

6.1 All units are to be delivered F.O.B. to the City's Transportation Division, located at 1455 S. Happy Hollow Road, Fayetteville, Arkansas 72701, for compliance review and final acceptance.

6.2 Delivery shall include the following documents as a minimum:

- a. _____ Dealer invoice
- b. _____ Units shall be fully assembled, serviced, and ready for operation as delivered; however, fixtures shall not be mounted to poles.

6.3 Payment(s) may be held until all units are delivered.



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 14-23, Trail Lighting – Equipment Only
DEADLINE: Thursday, April 03, 2014 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Friday, March 14, 2014

INVITATION TO BID Bid 14-23, Trail Lighting – Equipment Only

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

Name of Firm: Whatley Inc
Contact Person: Deb Lewis Title: Spec Sales Specialist
E-Mail: alewis@whatley.com Phone: 877-959-7678 (239)
Business Address: 3550 Odessa Way Ste A
City: Aurora State: CO Zip: 80011
Signature: Deb Lewis Date: 4/2/14

**City of Fayetteville
Bid 14-23, Trall Lighting – Equipment Only
Bid Form****DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 12 weeks from date of received Purchase Order.****F.O.B. Transportation Division, 1455 S. Happy Hollow Rd., Fayetteville, AR 72701**

Item	Description	Initial Estimated Quantity	Price Per Each	Total Line Item Price
1	Luminare, Model #PT40 / DPM-3M / LED-HS 5.0K-6.5K-100W / BLK Flat Polycarbonate lens or LEXAN, Type II, Full Cutoff made by Arnelux Exterior or approved equal as determined by the City of Fayetteville.	52		
Please Specify for Unit(s) Bid for Item #1:				
*MANUFACTURER: <u>No Bid</u> *MODEL: _____				
2	Pole: Direct Bury 12' Composite Materials Technology (CMT) Legacy fiberglass pole black with decorative base, Model #LFV12-T-3-1400X4.5 with 4" O.D. tenon or Alliance Composites DS15ASDS4-JX6, or other approved equal as determined by the City of Fayetteville.	52	\$ <u>572-</u>	\$ <u>29744-</u>
Please Specify for Unit(s) Bid for Item #2:				
*MANUFACTURER: <u>Whatley Inc.</u> *MODEL: <u>ST45-D10M-OCT-12-DE-STD-40-KX</u>				
*TOTAL BASE BID:				\$ <u>29744-</u>
*Total Base Bid shall be the calculated sum of items 1 and 2. Each line item shall be calculated by multiplying the Quantity times Price per Each. Price Per Each shall be inclusive of the item, freight, shipping, etc.				

Bids must be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.**THIS BID FORM CONTINUES ON THE NEXT PAGE.**

AGENCY: **illumine**
PROJECT: **City of Fayetteville**
QUOTE#: **251570-01**

POLE

Model: ST45

Top Dia: 4.5"

Taper: .14"/ft

Construction: Fiberglass Composite 72% Glass
28% Epoxy Resin consisting of alternating
89° Hoops and 18° Helicals,
non-conductive chemically inert.
Hand hole area reinforced. min 1/8" wall.

Hand Hole: 2 1/2"x5" @ 14" above grade with
cover painted to match pole

Wire Entry: 2 1/2"x5" @ 24" below grade

Tenon: 4" OD xx" Exposed (Customer to specify)
6061-T6 Aluminum

Post Top Ring: Heavy Cast Alum.

Paint: UV & Cleaning Chemical Resistant

Color: Whatley Standard-(Customer to specify)

Pole Weight: Approx 49 lbs

MAX Attachment Weight: 150 lbs

MAX Attachment EPA: 10 @ 90 mph

BASE COVER

Model: D10MOCT

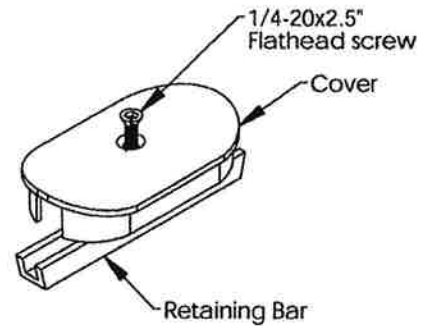
Material: Elastomeric Urethane

Color: Whatley Standard (Customer to specify)

Height: 9.25"

Width: 15.75"

Weight: Approx 9 lbs

HAND HOLE COVER DETAIL

WHATLEY, INC. A Valmont Company

3550 Odessa Way, STE A

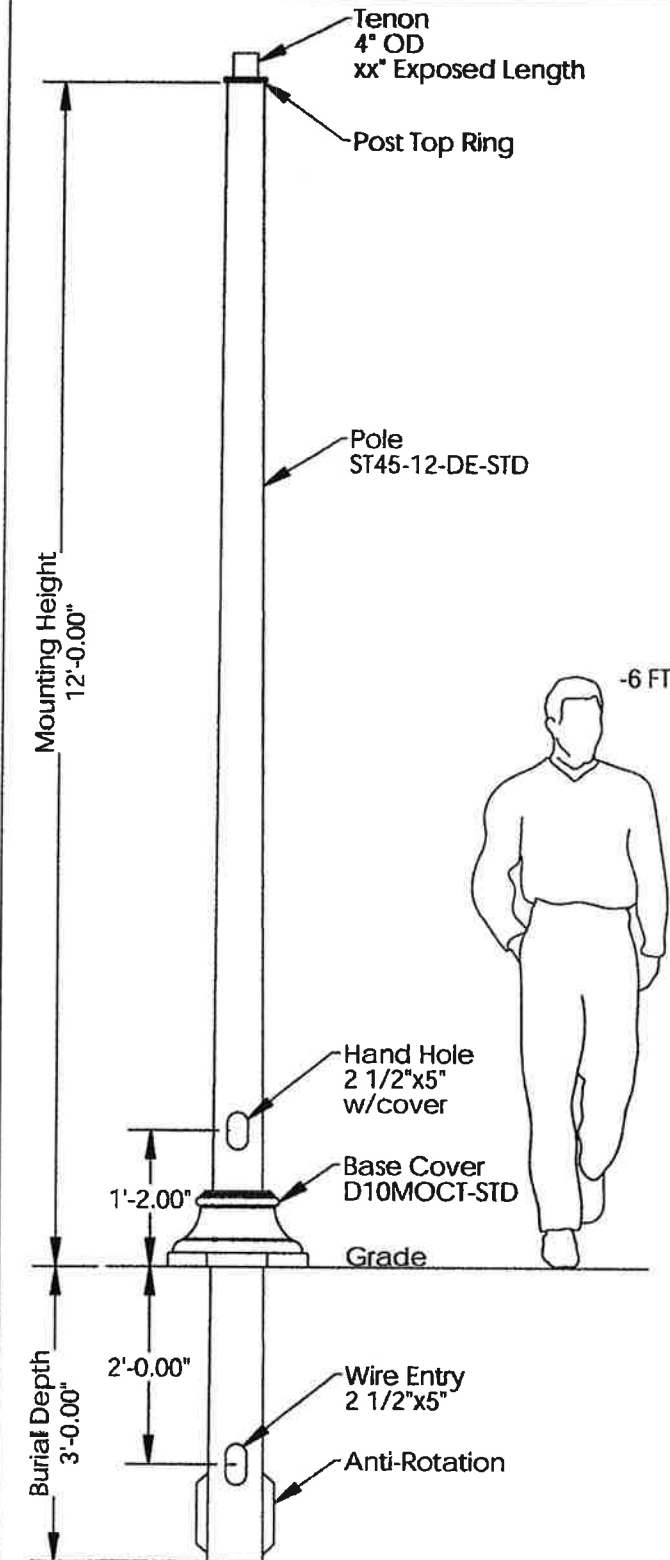
Aurora, CO., 80011

phone: (877) 959-7678

fax: (303) 286-7272

web: www.whatley.com

REV	DESCRIPTION	DATE



PART NO. ST45-D10MOCT-12-DE-STD-40-xx DESCRIPTION: Pole Assembly

SCALE: 1:22 SIZE: A REV.

MATERIAL: Noted

FINISH: Smooth

DO NOT SCALE DRAWING

DOCUMENTATION	INITIAL	DATE
DRAWN	JTC	4/2/14
QUOTE REQUEST		
TOOLING REQUEST		
FIRST ARTICLE REQUEST		
FIRST ARTICLE INSPECTION		
PRODUCTION RELEASE		

UNLESS OTHERWISE NOTED:

DIMENSIONS ARE IN INCHES

TOLERANCES:
DECIMAL .XX ± .03
DECIMAL .XXX ± .010
ANGLE ± 1/2

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
DRAWING IS THE SOLE PROPERTY OF
WHATLEY, INC. ANY REPRODUCTION IN
PART OR AS A WHOLE WITHOUT THE
WRITTEN PERMISSION OF WHATLEY, INC. IS
PROHIBITED.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

X 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 - Subpart P - Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Whatley Inc., A Valmont Company
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 3550 Odessa Way Ste A

*CITY: Aurora *STATE: CO *ZIP: 80011

*PHONE: 877-959-7678 FAX: 303-286-7216

*E-MAIL: clouis@whatley.com

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: Delo Lewis

*TITLE: Spec Sales Specialist

*DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: CO-00173649-0000

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 14-23, Trail Lighting – Equipment Only
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

1. Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after

approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

City of Fayetteville, AR
Bid 14-23, Trail Lighting – Equipment Only
Page 8 of 14

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax is not to be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE:** Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220).

No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS: Enclosed technical specifications

City of Fayetteville
Bid 14-23, Trail Lighting – Equipment Only
Technical Specifications: Luminaires and Poles

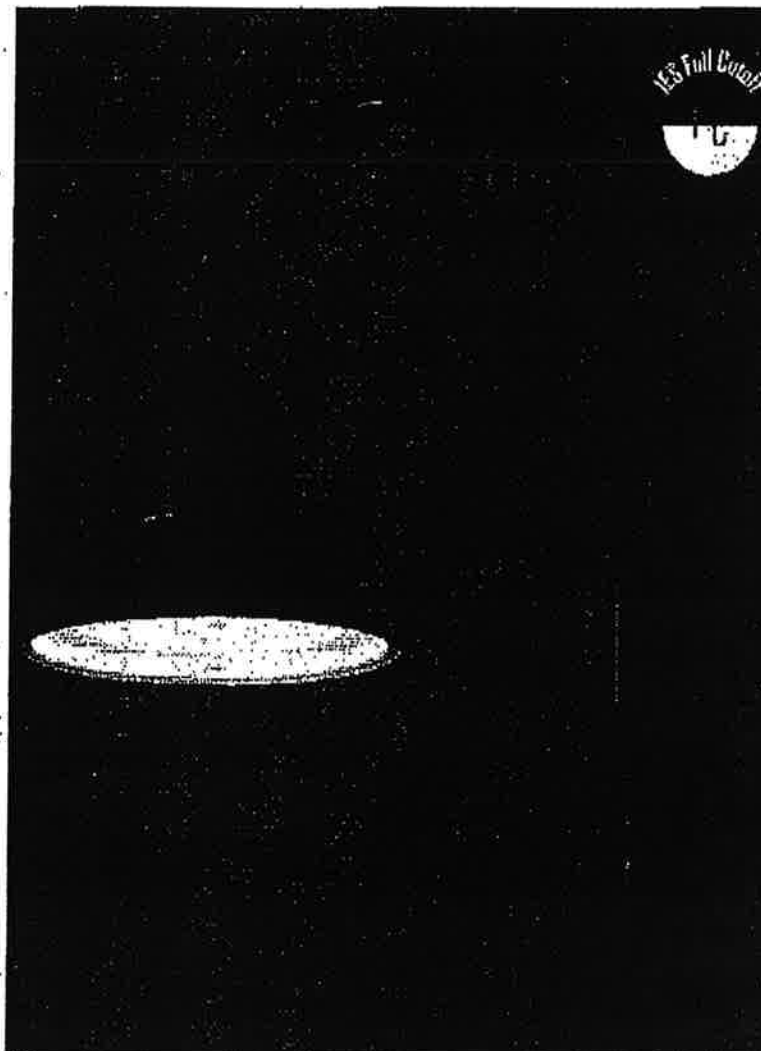
1. GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they shall be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.
- 1.3 Vendor shall include this section with bid. In the event the bid line specification item meets the specification provided, bidder shall indicate with a check mark, writing in "yes" or other mark clearly indicating the item bid meets the individual specification. In the event the item bid does NOT meet the specification, bidder shall write in "no" or leave the item blank, indicating the item bid does not meet the specification. Bidders shall not be allowed to indicate if a specification is intended to be met after the deadline has passed. The City of Fayetteville shall not accept other literature for bid specification interpretation.
- 1.4 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.5 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply to this project but will not be considered for bid evaluation.
- 1.6 City intends on placing an initial order for 52 each of luminaires and poles. The City intends to purchase off this bid on an as-needed basis through 12/31/2014 given the awarded vendor will hold pricing firm. City will not purchase off this bid with any associated price increase.
- 1.7 Award evaluation: Bids shall be evaluated and awarded by line item to the most responsive responsible bidder. Bidders are not required to bid on all line items. The City reserves the right to award this bid to multiple vendors in an effort to obtain the most cost effective purchase.

2. ITEM 1 – LUMINAIRE / FIXTURE:

- a. Luminaire: Initial estimated quantity of 52) – Model #PT40 / DPM-3M / LED-H3-5.0K-6.5L-100W / BLK - Flat Polycarbonate lens or LEXAN, Type III, Full Cutoff by Amerlux Exterior or approved equal as determined by the City.
- b. Purchase additional quantities on an as-needed bases through 12/31/14 with no price increase.
- c. Power Factor of > .90
- d. 100 W maximum
- e. 80 foot pole spacing with minimum 0.5 foot candle
- f. LM 79 Photometric report shall be provided with bid
- g. Less than 5% loss to BUG – Backlight, Uplight and Glare
- h. Type 3 light distribution

- i. ☐ 80 lumens per watt efficiency minimum
- j. ☐ Thermal losses should be less than 10% when operated at a steady state at an average ambient operating temperature of 25°C (77°F), and optical losses should be less than 15%. A thermal management system shall be included.
- k. ☐ Nominal CCT - 4100K
- l. ☐ CRI >70
- m. ☐ 5-Year Warranty on Manufacturers Defects. Warranty shall include transportation to and from the City at no additional expense to the City.
- n. ☐ Average delivered lumens over 50,000 hours shall be minimum of 85% of initial delivered lumens. Lumen maintenance shall be approved through one of two LM80 validation methods.
- o. ☐ Ingress Protection (Dust and Water Intrusion) – IP > 65. Luminaire shall include a water tight gasket or breathable gasket at seam between the lens and luminaire body.
- p. ☐ Driver shall include built in surge protection
- q. ☐ Color: Satin Black
- r. ☐ Fixture shall meet the following measurements, shape, and form:



3. ITEM 2: POLE:

- a. **Pole (Quantity 52)** – Direct Bury 12' Composite Materials Technology (CMT) Legacy fiberglass pole black with decorative base as shown below
- b. Model #LFY12-T-3-T400X4.5-S with 4" O.D. tenon or Alliance Composites DS15ASDS4-JXB, or other approved equal.
- c. Lifetime warranty on fiber-blooming
- d. Three (3) year warranty on defects. Warranty shall include transportation to and from the City at no additional expense to the City.
- e. Pole shall meet the following measurements, shape, and form:
- f. Purchase additional quantities on an as-needed bases through 12/31/14 with no price increase.



5. STANDARDS:

- 5.1 Each unit shall meet or exceed the following applicable standards.
- a. ☐ Any applicable Occupational Safety and Health Administration Standards (OSHA).
 - b. ☐ Any applicable Arkansas State Highway Commission Regulations regarding vehicle markings, lighting and reflectors

6. DELIVERY / DOCUMENTATION:

- 6.1 All units are to be delivered F.O.B. to the City's Transportation Division, located at 1455 S. Happy Hollow Road, Fayetteville, Arkansas 72701, for compliance review and final acceptance.
- 6.2 Delivery shall include the following documents as a minimum:
- a. ☐ Dealer invoice
 - b. ☐ Units shall be fully assembled, serviced, and ready for operation as delivered; however, fixtures shall not be mounted to poles.
- 6.3 Payment(s) may be held until all units are delivered.

Revised 1/2/2008

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 #:		Vendor Name:		Fob Point:		Requester's Employee #:		Ship to code:	
24404		Robinson Electric Supply Co dba First Light Lighting				2283		104	
Address:		City:		State:		Zip Code:		Requester's Employee #:	
Requester:		Quantity		Unit of Issue		Unit Cost		Extended Cost	
Ginny Gundlach									
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Inventory #	Fixed Asset #	
1	Tsa La Gi Trail								
2	Luminaires	52	EA	1,674.00	\$87,048.00	4470.9470.5814.05	02016/1203		
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: Per Bid 14-23 and Res xx-14									
Subtotal: \$87,048.00 Tax: \$8,487.18 Total: \$95,535.18									

Approvals: Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____	Department Director: _____ Budget Manager: _____ Utilities Manager: _____	Purchasing Manager: _____ IT Manager: _____ Other: _____
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Revised 1/2/2008

City of Fayetteville Item Review Form

2014-0191

Legistar File Number

5/6/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

Submitted By

Development Services

Department

Action Required:

Approval of a resolution awarding an Engineering Contract to McClelland Consulting Engineers, Inc. in an amount not to exceed \$371,396.00 for preliminary and final design and related services for Zion Road, from Vantage Drive to Crossover Road.

Does this item have a cost? ☒ Yes

\$371,396.00

Cost of this request

\$371,396.00

Category or Project Budget

Engineering

Program or Project Name

4520.9555.5314.00

Account Number

\$0.00

Funds Used to Date

Development Services

Program or Project Category

060350.2700

Project Number

\$0.00

Remaining Balance

Transportation Bonds

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☒ No

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Paul A. Baker
4/18/14

Paul A. Baker 4-22-2014

Don Man 4-22-14
Don Man



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

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

FROM: Chris Brown, City Engineer

DATE: April 18, 2014

SUBJECT: A resolution awarding an Engineering Contract to McClelland Consulting Engineers, Inc. in an amount not to exceed \$371,396.00 for preliminary and final design and related services for Zion Road, from Vantage Drive to Crossover Road.

RECOMMENDATION:

Staff recommends approval of a Contract with McClelland Consulting Engineers, Inc. in the amount of \$371,396.00 for preliminary and final design and related services for Zion Road, from Vantage Drive to Crossover Road.

BACKGROUND:

Zion Road from College Avenue to Highway 265 is included in the Transportation Improvement Bond Program.

The first phase of construction between College Avenue and Vantage Drive was completed in 2008. In 2013, the second phase, between Vantage Drive and Highway 265, was approved for funding through the bond program. Zion Road is shown on the City of Fayetteville Master Street Plan as a collector street running between College Avenue (Highway 71B) and Crossover Road (Highway 265) and provides an east-west connection between these two highways. The cross section will be a two and three lane section with bike lanes and 5' sidewalks on both sides.

DISCUSSION:

Under this contract, McClelland Consulting Engineers, Inc. will provide preliminary and final design and related services for Zion Road, from Vantage Drive to Crossover Road. McClelland Consulting Engineers, Inc. will also provide property surveys, legal descriptions for right of way and easements to be acquired, and related services to support property acquisition by the City. The contract amount will not exceed \$371,396.00.

BUDGET/STAFF IMPACT:

This contract will be paid from funds available in the Transportation Improvement Bond Program. The total budget for this project is \$4.65 million.

Attachments:

Concept Drawing

Engineering Agreement

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$371,396.00 FOR DESIGN AND RELATED SERVICES FOR IMPROVEMENTS TO ZION ROAD

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a professional engineering services agreement with McClelland Consulting Engineers in the amount of \$371,396.00 for design and related services for improvements to Zion Road between Vantage Drive and Crossover Road.

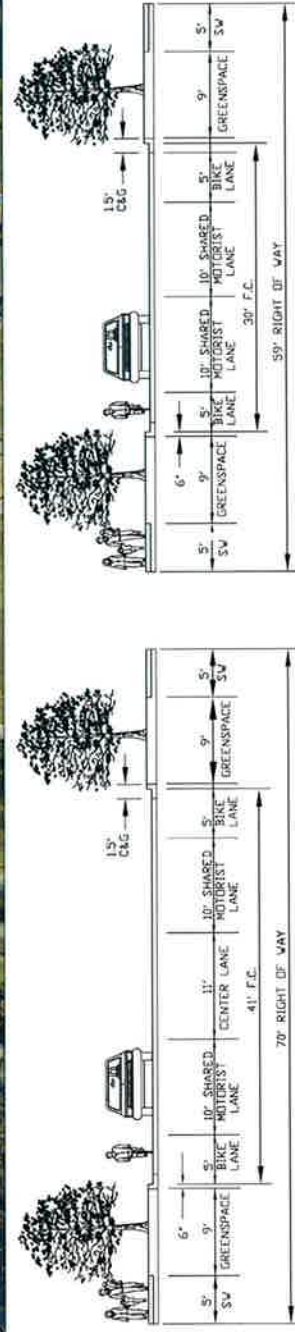
PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Project Summary
- Future project to be constructed when funding is available.

COLLECTOR (INTERSECTION)
COLLECTOR (THROUGH)

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
ENGINEER

THIS AGREEMENT is made as of _____, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McClelland Consulting Engineers, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER'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 ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 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 ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
 - 3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer 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.
 - 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER 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. ENGINEER 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 B.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is \$ 371,396.00. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a hourly NTE basis as described in Appendix C.
- 5.2 Statements
 - 5.2.1 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 ENGINEER'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 ENGINEER 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.

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER'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 ENGINEER 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

- 5.4.1 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, ENGINEER 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 ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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 ENGINEER 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 ENGINEER's services.

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER 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 ENGINEER.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER 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, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER'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 ENGINEER.

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 ENGINEER 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 ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, 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 ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER 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, ENGINEER 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 ENGINEER 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 ENGINEER to fulfill contractual obligations, it is determined that ENGINEER 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
- 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 ENGINEER'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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 of ENGINEER 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 ENGINEER for services rendered by ENGINEER.

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'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 ENGINEER. 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 ENGINEER's activities pertaining to any such publication shall be for ENGINEER'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 ENGINEER 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 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER 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 ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER 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.

6.13 Notices

- 6.13.1 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

ENGINEER's address:
1810 N. College Avenue
Fayetteville, Arkansas 72701

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 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.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER 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 ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, 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 ENGINEER

- 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 ENGINEER 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 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER'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 ENGINEER's obligations under this clause are in addition to ENGINEER'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 ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER 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. ENGINEER shall also maintain the financial information and data used by ENGINEER 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. ENGINEER 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 ENGINEER;

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

7.4.1 ENGINEER 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 ENGINEER 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 ENGINEER or any of ENGINEER'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 ENGINEER 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 ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. 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 ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 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, ENGINEER 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 ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By: _____
Mayor, Lioneld Jordan

By:  _____

ATTEST:

By: _____
City Clerk

Title:  _____
PRINCIPAL / PARTNER

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

ZION ROAD; NORTH VANTAGE DRIVE TO NORTH CROSSOVER ROAD (HWY 265)

1. Scope of Project

- a. Construct, reconstruct, widen and overlay Zion Road between North Vantage Drive located to the west and North Crossover Road, aka. Hwy 265, to the east, a distance of approximately 5, 500 linear feet.
- b. Design as a collector street having a combination of two (2) and three (3) lane sections, with turn lanes. Two lane sections shall be 30' wide F.O.C, to include two 5' wide bike lanes. Both driving lanes shall be 10' wide. Three lane sections shall be 41' wide F.O.C, to include two 5' wide bike lanes. Both driving lanes shall be 10' wide and the center lane 11' wide.
- c. Evaluate an alternative intersection to the existing "T" intersection at Old Missouri Road, in the way of a mini roundabout.
- d. Street improvements are to include an asphalt street surface, concrete curb and gutters, an underground drainage system, bike lanes and sidewalks.
- e. The relocation and/or installation of a new 12" water line facility owned by the CITY OF FAYETTEVILLE is to be included in the design and street construction contract.
- f. Coordinate street design and construction facilities with franchise utility companies' relocations to ensure adequate space for all facilities and timely relocations.
- g. Related regulatory agency permits (including Arkansas Highway and Transportation Department and others) and resolving environmental issues (including wetlands and others) are included, as needed.
- h. Prepare construction phasing plans necessary to maintain continued traffic flow at all times, unless agreed otherwise with the CITY OF FAYETTEVILLE.

- i. Prepare exhibits and documentation for public meetings to obtain citizen input and to obtain alignment approval by the CITY OF FAYETTEVILLE.
- j. Provide related design services including but not limited to design surveys, property surveys, geotechnical investigations and right of way acquisition documents.

2. **Basic Services**

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

3. **Topographic Surveys**

- a. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm drains and other features within 40 feet of centerline plus additional structures from parcels from which acquisition will be made.
- c. Cross section centerline at 50 foot intervals, plus breaks, for a width of 80 feet to define existing conditions. Cross section intersecting streets for the lengths designated for inclusion in the project.
- d. Profile existing driveways.
- e. Cross section areas in the vicinity of drainage channels. Determine flow line elevations of all drainage facilities (pipes, inlets, ditches, etc.).
- f. Set temporary bench marks at approximately 1,000 foot intervals.
- g. All survey work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

4. **Right-of-Way Surveys**

- a. CITY OF FAYETTEVILLE will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.

- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points.
- e. All survey work and related right-of-way work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

5. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility. In the event the utility owner cannot or will not perform the excavation to expose the utility facilities, the ENGINEER will arrange to have the necessary excavation performed. Prior to performing the excavation, the ENGINEER will coordinate the excavation operations with the utility owner and require that a representative of the utility owner be present during the excavation activities. The costs associated with this work shall be reimbursed by the CITY OF FAYETTEVILLE.
- c. Using utility field survey data, plot existing utilities on plans.
- d. Attend meetings with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. A CITY OF FAYETTEVILLE representative will arrange all meetings with utility companies, unless otherwise agreed.
- e. Review utility adjustment plans and costs with CITY OF FAYETTEVILLE to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY OF FAYETTEVILLE to accommodate utility relocations, including identification of utility easements on right-of-way plans. Final plans shall indicate the location and extent of proposed utility relocations.

6. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY OF FAYETTEVILLE criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. A minimum of five (5) test pits shall be provided for in the areas of full street reconstruction. In areas of road widening, a portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Four (4) borings shall be drilled within the existing roadway to terminal depths of five (5) feet below existing grade. Existing pavement sections and encountered subgrade soils will be sampled by the test pits and borings.
- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY OF FAYETTEVILLE of suspected hazardous substances encountered.
- d. From soil samples, determine locations for further sampling (anticipate fill areas and inadequate soil removal areas are to be excluded) for load bearing strength (CBR) tests. CBR tests are to be done on representative subgrade soils.
- e. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, utilization of geotextile/geogrid materials for stabilization, and/or other construction methods or materials to achieve a stable subgrade.
- f. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

7. Conceptual Design Phase

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet.

- b. Prepare plans and data including the following information:
- (1) Survey data, centerline and stations, existing improvements, boring locations, bench marks, existing and proposed right-of-way, temporary construction easements and structures.
 - (2) Proposed centerline, pavement configuration, and profile grades for streets. Identify bike lane, greenspace and sidewalk locations.
 - (3) Establish typical pavement sections.
 - (4) Soils boring information including existing pavement sections. Soils laboratory data, including CBR tests, are not required in the concept phase.
 - (5) Drainage information on concept plans shall include approximate location, size and type of structures and storm drain systems. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50 and 100 year design storms. CITY OF FAYETTEVILLE will provide storm water data, as available, for primary drainage ways.
 - (6) Prepare opinions of probable costs for primary and alternate designs including unit cost and total cost.
 - (7) Identify water and sanitary sewer facilities requiring relocation.
 - (8) Provide report outlining recommendations, summarizing criteria, calculations, and other project information.
 - (9) Prepare exhibits for public meeting to show final street alignment, curb lines, intersections with cross streets, typical paving sections with sidewalks and other improvements, cross sections at crucial intervals to depict extent of cut and fill slopes, and other pertinent information . Exhibits are to be scroll maps on existing aerial photos at a scale of 1 inch equals 100 feet.
 - (10) Attend and conduct one public meeting to provide information, answer questions and obtain input from the public.
 - (11) Prepare and provide a summary of public input obtained at meeting and alternative actions to address and/or resolve issues presented by the public.

8. Preliminary Design Phase

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
- (1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets. Show curb and gutters, bike lanes, greenspace, sidewalks, driveways, drainage facilities, and other proposed features and elements.
 - (2) Design and prepare typical street paving sections for all streets.
 - (3) Plot existing cross sections, including driveway and cross streets.
 - (4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations.
 - (5) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure details. A drainage area map shall be furnished. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
 - (6) Prepare plans and details of water and sanitary sewer facilities which require relocation to accommodate construction of the street and drainage improvements.
 - (7) Provide list of Engineer-developed details to be incorporated into plans.
 - (8) Draft preliminary notes on plans to fully describe the construction work to be performed.
 - (9) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
 - (10) Prepare preliminary storm water and erosion control plans.
 - (11) Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - (12) Prepare cost estimates for preliminary design.

- (13) Provide design documentation including calculations and support data.
- b. Prepare right-of-way plans to include the following:
 - (1) Plans to be drawn at 1" = 50' scale or larger scale.
 - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, addresses, utility easements, temporary construction easements and related information.
 - (3) Provide complete information on plans for, and prepare legal descriptions for, acquisition of rights-of-way and easements including residual or severed tracts. Prepare easement and right of way acquisition documents utilizing standard CITY OF FAYETTEVILLE forms.
 - (4) Provide tabulation of tracts, ownerships, and areas (permanent and temporary construction easements) for each acquisition.
- c. Attend monthly design progress meetings with CITY OF FAYETTEVILLE.
- d. Provide written response to design review comments provided by CITY OF FAYETTEVILLE.

9. Final Design Phase

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, detours and other items.
- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing the CITY OF FAYETTEVILLE format and standard detail drawings where applicable
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY OF FAYETTEVILLE Standard Construction Specifications, including building demolition.
- d. Calculate construction quantities in accordance with the CITY OF FAYETTEVILLE standard construction specifications and format and submit copy of calculations.

- e. Provide construction bid proposal form. Provide a computer disk containing the bid proposal form in accordance with CITY OF FAYETTEVILLE format(s).
- f. Prepare a recommendation of construction contract time.
- g. Prepare schedule of construction quality control testing.
- h. Revise and update the summary of pay quantities sheet as necessary.
- i. Prepare opinions of probable costs.
- j. Compile design summary to include complete calculations and design data.
- k. Attend monthly design progress meeting with CITY OF FAYETTEVILLE.
- l. Prepare written response to design review comments provided by CITY OF FAYETTEVILLE.

10. Project Deliverables

- a. Two copies of the Geotechnical Report.
- b. Two copies of the hydraulic modeling calculations and drainage design
- c. Three copies of the Concept Plans, design report and cost estimates.
- d. Three copies of the Preliminary Plans, design report, cost estimates and other supporting documents.
- e. One copy of the Preliminary Plans to each potentially affected utility company.
- f. Three copies of the Final Plans, design report, cost estimates and other supporting documents.
- g. Three copies of the revised Final Plans, design summary, cost estimates and other supporting documents.
- h. Provide one copy of the construction bid proposal on a computer disc.
- i. Provide one copy of the revised Final Plans to each potentially affected utility company.

- j. Three copies of the Final Plans and Specifications to the Contractor.
- k. Three copies of the right-of-way plans, easements and acquisition documents.
- l. Two copies of the approved shop drawings and submittals from the Contractor.
- m. One hard copy set of Record Drawings.
- n. Electronic files as requested.

11. General

- a. All street construction shall follow the guidelines described in the CITY OF FAYETTEVILLE Street Design Standards.
 - b. Plans shall be reducible, and legible, to scalable half size plans on 11" x 17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the CITY OF FAYETTEVILLE.
 - c. Record drawings shall be provided on computer disc in AutoCAD format in addition to the reproducible drawings.
 - d. Attendance at one public meeting for discussion of route, design, and construction is included.
 - e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- 12.** The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the project schedule included as Appendix "B".
- 13.** The ENGINEER should anticipate a 60 calendar day review period by the CITY OF FAYETTEVILLE between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- 14.** The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.

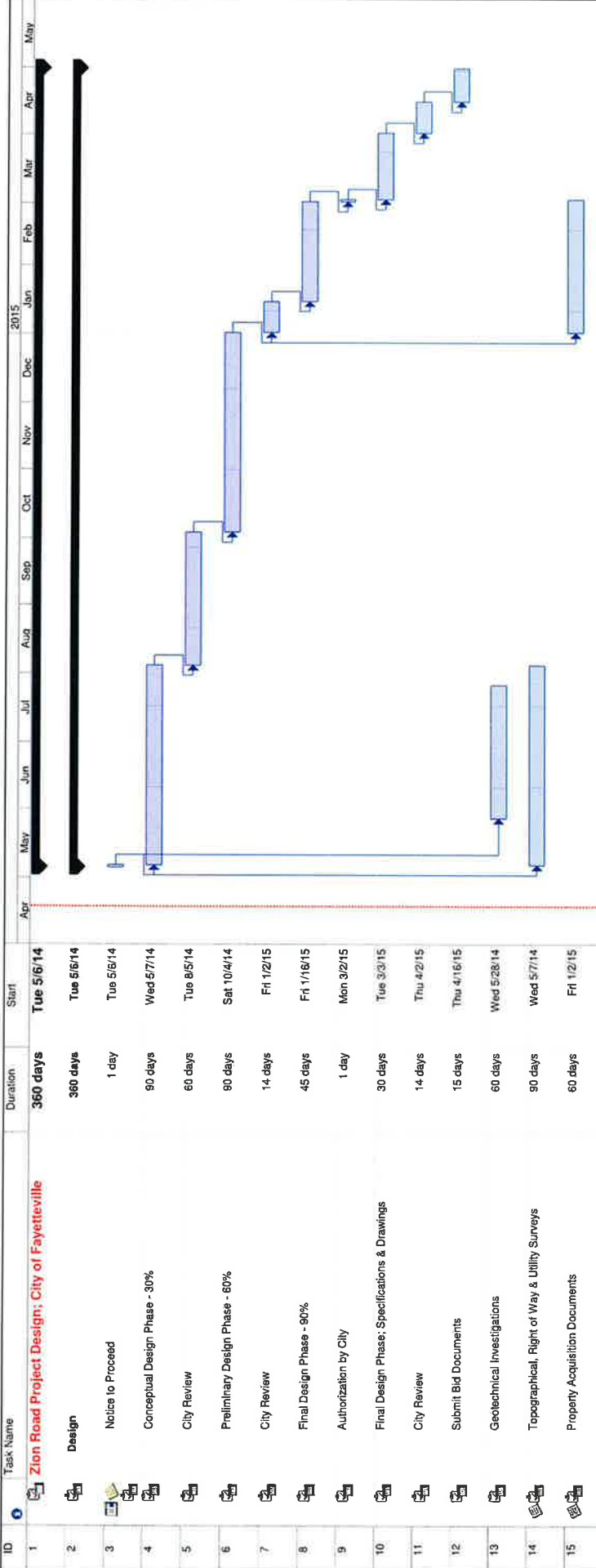
- 15** The ENGINEER will provide construction contract administration including advertisement and opening of bids.
- 16.** The ENGINEER will provide construction observation services if requested by the CITY OF FAYETTEVILLE. Full time observation shall be provided during installation of water and sanitary sewer lines, all other observation services shall be as required by the nature of the construction activities, minimum 50% attendance. Services may include;
1. Attend pre-construction meeting
 2. General construction administration.
 3. Change order preparation and review.
 4. Pay request review.
 5. Submittal review.
 6. Final inspection.

Provision of this service is not included within the scope of this contract and, if required, shall be negotiated as a contract amendment between The CITY OF FAYETTEVILLE and the ENGINEER when required.

- 17.** Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

APPENDIX B

**City of Fayetteville - Zion Road,
North Vantage Drive to North Crossover Road
Design Schedule**



APPENDIX B

City of Fayetteville - Zion Road.
North Vantage Drive to North Crossover Road
Design Schedule

- 3 **Notice to Proceed**
Estimated date for Notice To Proceed - May 16th, 2014.
- 14 Topographical, Right of Way & Utility Surveys
Topographic Survey can proceed immediately Notice To Proceed is issued.
- 15 Property Acquisition Documents
Detailed ROW/ Easement acquisition documents will be provided once the Preliminary Design has been completed and approved.

APPENDIX "C"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

**ZION ROAD;
NORTH VANTAGE DRIVE TO NORTH CROSSOVER ROAD (HWY 265)**

- CITY OF FAYETTEVILLE shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- Basic Services: Payment by CITY OF FAYETTEVILLE based on ENGINEER's Hourly Rates shall approximate the following schedule. Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Topographic, Boundary Mapping and Construction Layout for ROW & Easements	\$ 77,104
Environmental Surveys and Permits	\$ (N/A)
Geotechnical Investigation/ Report	\$ 6,500
Hydrological Evaluation	\$ 3,500
Conceptual Design Phase	\$ 66,392
Preliminary Design Phase	\$ 68,214
Final Design Phase	\$ 34,930
Water Relocation Design	\$ 24,000
Property Acquisition Documents	\$ 36,000
Easement Research & ARKUPS	\$ 5,000
Bidding Services	\$ 7,500

Construction Administration	\$ 32,256
Construction Observation	\$ (N/A)

SUB-TOTAL Basic Services	\$ 361,396
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- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY OF FAYETTEVILLE prior to rendering of same. CITY OF FAYETTEVILLE shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- CITY OF FAYETTEVILLE shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY OF FAYETTEVILLE prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses	\$ 10,000
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- The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed **\$ 371,396.**
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY OF FAYETTEVILLE prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.

2013 - 2014
McCLELLAND CONSULTING ENGINEERS, INC.

***STANDARD HOURLY RATES**

As of December 1, 2013

Clerical	\$45.00 - \$65.00
Construction Observer	\$55.00 - \$97.00
Chief Draftsman	\$68.00 - \$78.00
Draftsman	\$50.00 - \$69.00
Engineering Technician	\$55.00 - \$95.00
Geotech Engineer	\$84.00 - \$127.00
Principal Engineer	\$127.00 - \$175.00
Project Engineer	\$82.00 - \$128.00
Sr. Project Engineer	\$110.00 - \$120.00
Environmental Scientist/Designer	\$93.00 - \$105.00
Landscape Architect	\$60.00 - \$109.00
Media Specialist	\$55.00 - \$65.00
Project Accountant	\$60.00 - \$105.00
Project Manager	\$115.00 - \$135.00
Sr. Project Manager	\$127.00 - \$143.00
Registered Land Surveyor	\$100.00 - \$110.00
Soils Lab Supervisor	\$75.00 - \$127.00
Soils Lab Technician	\$42.00 - \$56.00
Specification Writer	\$48.00 - \$61.00
Survey Party Chief	\$75.00 - \$80.00
Survey (2 man or Robotic) Crew	\$107.00 - \$143.00
Survey (3 man) Crew	\$135.00 - \$175.00
Survey Field (1 Man or Rodman)	\$76.00 - \$80.00
Survey Technician	\$75.00 - \$95.00
Water Lab Supervisor	\$68.00 - \$85.00
Expenses	@ Cost
Mileage	56.5/mi

current IRS rate

** Standard Hourly Rates may be adjusted annually in accordance with
the normal salary review practices of McClelland Consulting Engineers.*

City of Fayetteville Item Review Form

2014-0192

Legistar File Number

5/6/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

Submitted By

Development Services

Department

Action Required:

Approval of a resolution awarding an Engineering Contract to Jorgensen & Associates, Inc. in an amount not to exceed \$387,000 for preliminary and final design and related services for Ruppel Road, from Martin Luther King Blvd. to Persimmon Street.

Does this item have a cost? ☒ Yes

\$387,000.00

Cost of this request

\$387,000.00

Category or Project Budget

Engineering

Program or Project Name

4520.9555.5314.00

Account Number

Funds Used to Date

Development Services

Program or Project Category

060350.2400

Project Number

\$0.00

Remaining Balance

Transportation Bonds

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☐ No

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



[Handwritten signature]
4/18/14

Paul A. Baker 4-22-2014

[Handwritten signature] 4-22-14
[Handwritten signature]

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

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

FROM: Chris Brown, City Engineer

DATE: April 18, 2014

SUBJECT: A resolution awarding an Engineering Contract to Jorgensen & Associates, Inc. in an amount not to exceed \$387,000 for preliminary and final design and related services for Ruppel Road, from Martin Luther King Blvd. to Persimmon Street.

RECOMMENDATION:

Staff recommends approval of a Contract with Jorgensen & Associates, Inc. in the amount of \$387,000 for preliminary and final design and related services for Ruppel Road, from Martin Luther King Blvd. to Persimmon Street.

BACKGROUND:

Ruppel Road is included in the proposed Transportation Improvement Bond Program. Ruppel Road is shown on the City of Fayetteville Master Street plan as a Principal Arterial Parkway from Martin Luther King Blvd. (Highway 62) north to Howard Nickell Road. The section under consideration for this design contract will be from Martin Luther King Blvd. to Persimmon Street. The street cross section will include four lanes with a 15' wide median, a 12' trail and a 5' sidewalk. Roundabouts will be designed at the three intersections with the future Collector street locations as shown on the Master Street Plan.

DISCUSSION:

Under this contract, Jorgensen & Associates, Inc. will provide preliminary and final design and related services for Ruppel Road, from Martin Luther King Blvd. to Persimmon Street. Jorgensen & Associates, Inc. will also provide property surveys, legal descriptions for right of way and easements to be acquired, and related services to support property acquisition by the City. Additional services include wetlands delineation, US Army Corps of Engineers Permitting, floodplain analysis, bidding and construction phase services and traffic signal design.

The contract amount will not exceed \$387,000. This fee includes \$299,500.00 for services provided by Jorgensen & Associates, Inc. and \$87,500.00 for services to be provided by sub-consultants. The services to be provided by Jorgensen & Associates, Inc. will be paid at their

hourly rates for the hours worked on the project. The services provided by sub-consultants will be paid for as reimbursements to Jorgensen & Associates, Inc. for the amounts billed by the sub-consultants.

BUDGET/STAFF IMPACT:

This contract will be paid from funds available in the Transportation Improvement Bond Program. \$8.8 million is allocated for this segment of Ruppel Road.

Attachments:

Concept Drawing

Engineering Agreement

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JORGENSEN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$387,000.00 FOR DESIGN AND RELATED SERVICES FOR THE EXTENSION OF RUPPLE ROAD FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a professional engineering services agreement with Jorgensen & Associates, Inc. in an amount not to exceed \$387,000.00 for design and related services for the extension of Rurple Road from Persimmon Street to Martin Luther King, Jr. Boulevard.

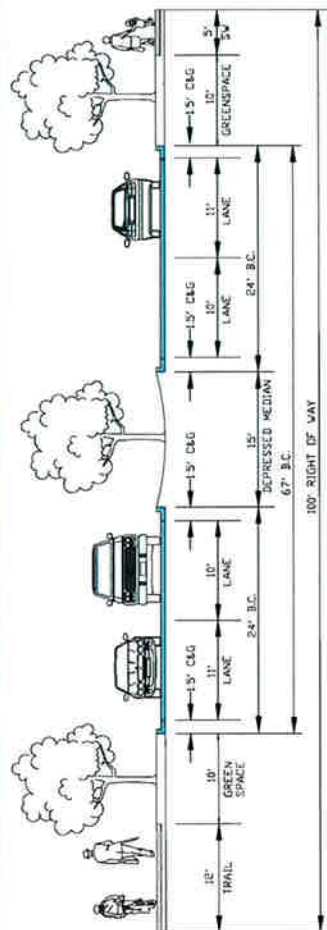
PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



- Extension of Ruppel Road as a 4-lane boulevard from south of Owl Creek School to Martin Luther King Blvd.
- Total project budget: **\$8.155 million**
- Construction scheduled for 2015/2016

④ RUPPLE ROAD IMPROVEMENTS
MARTIN LUTHER KING BLVD.
TO PERSIMMON ST.
CONCEPT PLAT 4-LANE OPTION

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
JORGENSEN & ASSOCIATES, INC.

THIS AGREEMENT is made as of _____, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and JORGENSEN & ASSOCIATES, INC. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and JORGENSEN & ASSOCIATES, INC. in consideration of their mutual covenants agree as follows:

JORGENSEN & ASSOCIATES, INC. shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER'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 ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 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 ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer 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.
- 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER 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. ENGINEER 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 ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$382,500**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.
- 5.2 Statements
- 5.2.1 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 ENGINEER'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 ENGINEER 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.

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER'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 ENGINEER 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

- 5.4.1 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, ENGINEER 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 ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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 ENGINEER 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 ENGINEER's services.

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER 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 ENGINEER.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER 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, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER'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 ENGINEER.

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 ENGINEER 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 ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, 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 ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER 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, ENGINEER 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 ENGINEER 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 ENGINEER to fulfill contractual obligations, it is determined that ENGINEER 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
 - 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to

additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER'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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 of ENGINEER 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 ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare

publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'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 ENGINEER. 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 ENGINEER's activities pertaining to any such publication shall be for ENGINEER'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 ENGINEER 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 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER 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 ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER 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.

6.13 Notices

- 6.13.1 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

JORGENSEN & ASSOCIATES, INC. address:
124 W Sunbridge Suite 5
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 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.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER 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 ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, 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 ENGINEER

- 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 ENGINEER 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 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER'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 ENGINEER's obligations under this clause are in addition to ENGINEER'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 ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER 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. ENGINEER shall also maintain the financial information and data used by ENGINEER 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. ENGINEER 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 ENGINEER;
- 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

- 7.4.1 ENGINEER 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 ENGINEER 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 ENGINEER or any of ENGINEER'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 ENGINEER 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 ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. 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 ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

- 7.6.1 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, ENGINEER 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 ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

JORGENSEN & ASSOCIATES, INC.

By: _____
Mayor, Lioneld Jordan

By:  _____
Blake E. Jorgensen

ATTEST:

By: _____
City Clerk

Title: Vice President _____

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

EXHIBIT A

RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

SCOPE OF SERVICES

1.0 Surveying

All necessary surveying to develop parcel ownership, right-of-way, legal descriptions, exhibits, and survey data necessary for design and development of construction plans, No-Rise Analysis, Wetland Delineation Documentation.

2.0 Environmental Services

Wetland Services for entire proposed road extension (tasks to include coordination with USACE, wetland delineation and Individual Permit application preparation).

3.0 Design Services

Design services for the entire alignment of Ruppel Road (development of construction plans with profiles, cross sections, typical details, incorporation of detailed structures at crossings from No-Rise analysis, all storm drainage design and analysis (drainage report included), storm drain profiles, Storm Water Pollution Prevention Plan, intersection details).

The preliminary design phase submittal will include preliminary plan and profile sheets showing horizontal and vertical geometry, right-of-way, drainage improvements, sidewalks, preliminary construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans.

Final design will commence once preliminary design is approved by the City of Fayetteville. The Engineer will furnish plans to AHTD for their review and comment, plans and specifications will not be in AHTD standard format. The City of Fayetteville shall furnish standard construction contract, unless the City of Fayetteville wants Engineer to supply one. The City of Fayetteville will furnish standard technical specifications for incorporation into the construction contract documents. The Engineer shall provide special provisions, supplementary conditions, and other such documents to fully define the project.

4.0 Traffic Studies, Signalization Design, Roundabout Design

Traffic signal warrants study for the intersection of Martin Luther King Jr. Boulevard and Ruppel Road. Lane configurations and horizontal geometry to be included in the Ruppel Road improvements at the study intersection. Written report describing analysis procedures, findings and recommendations, supported by data and calculations. Prepare final traffic signal design and necessary detail sheets. Use AHTD and City of Fayetteville Standard Specifications, addendums and necessary special provisions. Prepare construction cost estimate. Obtain traffic signal permit from AHTD. Lane configurations, horizontal geometry, radius, etc. to include each of the three planned roundabout study intersections. Appropriate pavement markings and signing for roundabouts.

5.0 No-Rise Analysis

Owl Creek Tributary 1
Owl Creek Tributary 2
North Fork Farmington Branch

6.0 Bidding Services

Jorgensen & Associates will assist the City in the evaluation process by participating in interview meetings with prospective contractors, initial and final, prepare unit price schedule for bidding, prepare Bid Tab Results.

7.0 Construction Phase Services

Jorgensen & Associates will assist the City in inspections of the site work to ensure site work complies with plans and specifications, provide Construction Control, and "As-Built" Plans.

8.0 Project Deliverables

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

1. Two hard copies along with a pdf set of surveys set (Legal Descriptions for Right-of-Way acquisitions and individual exhibits for each property acquisition).
2. Two hard copies along with a pdf set of the Preliminary Design.
3. One hard copy along with a pdf set of Preliminary Plans to each potentially affected utility company.
4. Two hard copies along with a pdf set of the Final Design.
5. One hard copy along with a pdf set of the Final Design to each potentially affected utility company.
6. One hard copy along with a pdf set of the Final Design to the AHTD.
7. Three copies and one pdf of the Final Plans and Specifications to the Contractor.
8. Hard copy and PDF of No-Rise Studies.
9. Hard copy and PDF of Environment Studies.
10. Hard copy and PDF of Drainage Reports.
11. Hard copy and PDF of "As-Built" Plans.

9.0 Extra Work

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

1. Redesign for the City's convenience or due to changed conditions after prior approval or conflicting direction from the City.
2. Pavement Design beyond that furnished in the Geotechnical Report.
3. Design of any utilities relocation.
4. Bridge or other significant structural design.
5. Street lighting or other electrical design beyond that required for traffic signalization.
6. Construction materials testing.
7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

8. Landscape Designs above standard tree plantings.
9. Construction Stake-out.
10. Extra Work will be as directed by the City of Fayetteville in writing for an additional fee as agreed upon by the City of Fayetteville and Jorgensen & Associates.

10.0 Schedule

Jorgensen & Associates will begin work under this Agreement within ten (10) days of a Notice to Proceed and will complete the work in accordance with the schedule below:

- 1.0 Surveying: 60 Days
- 2.0 Environment Services: Wetland Delineation & Individual Permit Application Submittal: 90 Days
- 3.0 Design Services:
 - 3.1 Preliminary Design Phase (60% Set): 120 Days from Notice to Proceed.
 - 3.2 Final Design Phase (100% Set): 90 Days from 60% Set Approval from City of Fayetteville.
- 4.0 Traffic Studies, Signalization Design, Roundabout Design:
 - 4.1 Traffic Study: 30 days from notice to proceed.
 - 4.2 Signalization Design: 45 days from receiving base drawings.
 - 4.3 Roundabout Design/Analysis: 90 days.
- 5.0 No-Rise Analysis: 30 days from Preliminary Design Phase approval.

11.0 Compensation

Payment for services rendered by Jorgensen & Associates and their Subconsultants shall be for a maximum not to exceed amount of **\$382,500**. Jorgensen & Associates will bill the City of Fayetteville as according to the schedules and fee summary as found in Appendix B; all Subconsultant bills must be received 10 calendar days prior to the last Friday of the month in order to be included in Jorgensen & Associates' invoice to the City of Fayetteville for that month. Payment to the Subconsultant will be made within 10 days of receiving payment from the City of Fayetteville.

Appendix B

RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

Jorgensen & Associates Hourly Rate Schedule

- Senior Project Engineer: \$150/hr
- Project Engineer: \$125/hr
- Senior CADD Technician: \$85/hr
- CADD Technician: \$70/hr
- Principal Land Surveyor: \$125/hr
- Two Person Field Crew w/Total Station: \$120/hr
- Three Person Field Crew w/Total Station: \$160/hr
- Two Person Field Crew Utilizing GPS: \$140/hr
- Three Person Field Crew Utilizing GPS: \$180/hr
- Construction Supervisor: \$75/hr

Fee Summary

- 1.0 Surveying: \$30,000.
- 2.0 Environmental Services: \$11,850.
- 3.0 Design Services
 - 3.1 \$96,000 for Preliminary Design Phase.
 - 3.2 \$144,000 for Final Design Phase.
- 4.0 Traffic Studies, Signalization Design, Roundabout Design: \$26,000.
- 5.0 No-Rise Analysis: \$45,150.
- 6.0 Bidding Services: \$4,500.
- 7.0 Construction Phase Services: \$25,000.

APPENDIX B - RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

Category	Principal Land Surveyor	Two Person Field Crew w Total Station	Three Person Field Crew w Total Station	Two Person Field Crew w GPS	Three Person Field Crew w GPS	Senior CADD Technician	CADD Technician	Senior Project Engineer	Project Engineer	Construction Supervisor
1.0 Surveying										
Research Property Owners/Deeds/Surveys	6					8				
Draw Deed Boundaries	2					8	10			
Field Locate Survey Elements for Boundaries		30								
Mark CL & Cross Section every 50'					40					
Cross Sections for No-Rise Analysis		12			16					
Topo Intersection of Tie in points (MLK-Ripple)		12								
CADD to process Topo & Boundary						8	10			
CADD to create Boundaries & ROW						12	50			
Survey Review of base file-ROW.	20					30				
Subtotal Hours	28	54	0	16	40	66	70	0	0	0
\$ 3,500.00 \$ 6,480.00 \$ - \$ 2,240.00 \$ 7,200.00 \$ 5,610.00 \$ 4,900.00 \$ - \$ - \$ -										
Subtotal Surveying										

Subtotal Of Surveying Services	\$	29,930.00
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Non-Labor Costs	
Printing/Reproduction	\$ 50.00
Postage/Courier	\$ 20.00
Travel Costs	\$ -
Subtotal of Non-Labor Costs	\$ 70.00
Total Not-To-Exceed for Surviving	\$ 30,000.00

APPENDIX B - RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

Category	Principal Land Surveyor	Two Person Field Crew w Total Station	Two Person Field Crew w GPS	Three Person Field Crew w GPS	Senior CADD Technician	CADD Technician	Senior Project Engineer	Project Engineer	Construction Supervisor
3.2 Design Services (Final Design Phase)									
Plan & Profile					80	60	52	80	
Draw Intersections-Roundabouts					40	40	36	60	
Drainage Study							40	80	
Drainage Profiles & Median Drainage					8		24	56	
Cross Sections					24	20	20	48	
Coordinate/Incorporate No-Rise Analysis					10		16	16	
Coordinate/Incorporate Traffic Designs					10		16	16	
Storm Water Pollution Prevention Plan					8	8	8	16	
Sidewalks & Trails					16	16	8	16	
Specifications							16	16	
Meetings/Coordination							16	4	
Quality Control Review							40	30	
Details					24	24	12	16	
Signage & Striping					8		8	16	
Coordination with Geotech, Utilities, etc							8	16	
Subtotal Hours	\$ 0	\$ 0	\$ 0	\$ 0	\$ 228	\$ 168	\$ 320	\$ 510	\$ 0
Subtotal Design Services	\$ -	\$ -	\$ -	\$ -	\$ 19,380.00	\$ 11,760.00	\$ 48,000.00	\$ 63,750.00	\$ -
Subtotal of Services	\$ 142,890.00								

Non-Labor Costs	
Printing/Reproduction	\$ 960.00
Postage/Courier	\$ 100.00
Travel Costs	\$ 90.00
Subtotal of Non-Labor Costs	\$ 1,110.00

Total Not-To-Exceed for 3.2 Final Design Phase	\$ 144,000.00
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APPENDIX B - RUPPLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

Category	Principal Land Surveyor	Two Person Field Crew w/ Total Station	Three Person Field Crew w/ Total Station	Two Person Field Crew w/ GPS	Three Person Field Crew w/ GPS	Senior CADD Technician	CADD Technician	Senior Project Engineer	Project Engineer	Construction Supervisor
6.0 Bidding Services										
Preliminary								5	8	
Final								8	12	
Subtotal Hours		0	0	0	0	0	0	13	20	0
Subtotal Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,950.00	\$ 2,500.00	\$ -

Subtotal of Services \$ 4,450.00

Non-Labor Costs	
Printing/Reproduction	\$ 50.00
Postage/Courier	\$ -
Travel Costs	\$ -
Subtotal of Non-Labor Costs	\$ 50.00

Total Not-To-Exceed for 6.0 Bidding Services \$ 4,500.00

APPENDIX B - RUDDLE ROAD FROM MARTIN LUTHER KING JR BLVD TO PERSIMMON ST.

[illegible]



PETERS & ASSOCIATES
ENGINEERS, INC.

April 18, 2014

Mr. Blake Jorgensen, P.E.
Jorgensen & Associates
124 West Sunbridge
Suite 5
Fayetteville, AR 72703

Re: P1695
Proposal for Engineering Services
Traffic Signal Warrants Study
Traffic Signal Design
Roundabout Analysis and Design Assistance
Rupple Road, from Martin Luther King Jr. Boulevard to Just South of Persimmon Street
Fayetteville, Arkansas

Dear Mr. Jorgensen:

CONTRACT FOR CONSULTANT SERVICES

Peters & Associates Engineers, Inc. (Consultant) agrees to provide Jorgensen & Associates with Traffic Engineering services in conjunction with the referenced project regarding intersection analysis and recommended design along the City-planned Rupple Road corridor (to include extension, connections, widening, etc.) from Martin Luther King Jr. Boulevard to just south of Persimmon Street in Fayetteville, Arkansas. Peters & Associates Engineers, Inc. also agrees to provide Jorgensen & Associates with Traffic Engineering services in conjunction with traffic signal design for the intersection of Rupple Road and Martin Luther King Jr. Boulevard. Additionally, Peters & Associates Engineers, Inc. agrees to provide Jorgensen & Associates with roundabout analysis and design assistance for the following intersections:

- Rupple Road and future Alberta Street Extension
- Rupple Road and two future Master Street Plan (MSP) collector streets between the future Alberta Street Extension and Persimmon Street.

In accordance with the attached Consultant Schedule of Conditions, the following Scope of Services will be performed:

SCOPE OF SERVICES – TRAFFIC SIGNAL WARRANTS STUDY

We will conduct a traffic signal warrants study for the intersection of Rupple Road and Martin Luther King Jr. Boulevard consisting of utilizing existing and projected traffic volumes included in the recently completed traffic impact analysis study by Jacobs, dated February 25, 2014.

Tasks associated with this work are outlined as follows:

- Conduct traffic signal warrants analysis for the intersection of Martin Luther King Jr. Boulevard and Rupple Road for the projected traffic volumes included in the recently completed study by Jacobs.

5507 RANCH DRIVE - SUITE 205 LITTLE ROCK, ARKANSAS 72223 (501) 868-3999 FAX: (501) 868-9710

Mr. Blake Jorgensen, P.E.
April 18, 2014
Page 2 of 6

- Prepare a written report describing analysis procedures, findings and recommendations, supported by data and calculations.

SCHEDULE

The Schedule for Completion of the Traffic Signal Warrants Study will be thirty (30) days from Notice to Proceed or in accordance with Jorgensen & Associates schedule.

SCOPE OF SERVICES – TRAFFIC SIGNAL DESIGN

In accordance with the attached Consultant Schedule of Conditions, the following Scope of Services will be performed for the traffic signal design for the intersection of Martin Luther King Jr. Boulevard and Ruppel Road:

- Conduct a pre-design conference with City of Fayetteville officials and Jorgensen & Associates to establish a work plan and schedule.
- Produce a preliminary traffic signal plan utilizing intersection plans and survey base drawings provided by Jorgensen & Associates.
- Review preliminary traffic signal plan with Jorgensen & Associates and the City and secure preliminary approval of plans from City officials and Arkansas State Highway and Transportation Department (AHTD) officials.
- Prepare final traffic signal design and necessary detail sheets:
 - Select appropriate mast arm and pole sizes and determine placement requirements.
 - Design or select appropriate pole foundations and prepare or reference reinforcement, anchor bolt and construction details.
 - Prepare details for controller cabinet foundation conduit entry as necessary.
 - Develop conduit sizing and routing plans.
 - Prepare placement details for trenching, conduit entry to pole foundations, and conduit entry to pull boxes for:
 - a) Electrical power service
 - b) Signal field wiring
 - c) Detector wiring.
 - Design pullbox placement and prepare details for pullbox installation and conduit entry.
 - Design detector placement scheme.
 - Prepare detector placement and wiring details.
 - Prepare details for controller cabinet and installation.
 - Design electrical power service routing.
 - Prepare wiring diagrams for:
 - a) Signal field wiring
 - b) Electrical power service
 - c) Vehicle detectors.
 - Prepare details for poles, mast arms and signal heads.
 - Prepare special provision for coordinated traffic signal equipment compatible with vicinity existing coordinated traffic signals.
 - Prepare provisions for advanced warning flashers for southbound approach to intersection to include location, mounting details, conduit, power and wiring.

Mr. Blake Jorgensen, P.E.
April 18, 2014
Page 3 of 6

- Use AHTD and City of Fayetteville Standard Specifications, addendums and necessary special provisions.
- Prepare construction cost estimate.
- Review final design with Jorgensen & Associates and obtain approval of plans from AHTD and City officials.
- Obtain traffic signal permit from AHTD.

SCHEDULE

The schedule for completion of the traffic signal plan will be within forty-five (45) days of receiving the base drawing of the Martin Luther King Jr. Boulevard and Ruppel Road intersection with the planned geometry from Jorgensen & Associates.

SCOPE OF SERVICES – ROUNDABOUT DESIGN ASSISTANCE

In accordance with the attached Consultant Schedule of Conditions, the following Scope of Services will be performed for the roundabout design for each of the three intersections along Ruppel Road:

- Roundabout operational analysis will be conducted for the study intersections for AM and PM peak hours for the projected future-year traffic volumes projected by Jacobs using Sidra software for the proposed roundabout intersections.
- Advise of appropriate lane configurations, horizontal geometry, radius, etc. to include each of the three planned roundabouts.
- Advise on appropriate pavement markings and signing for roundabouts.
- Review preliminary roundabout plans by Jorgensen & Associates before submitting to City officials.
- Review final design of each of the three roundabouts by Jorgensen & Associates and before they submit to the City to obtain approval of plans from City officials.

COMPENSATION

The fee to provide the completed Scope of Services for the Traffic Signal Warrants Study is \$4,000.00. This fee will be Lump Sum Compensation for the services herein described will be inclusive of reimbursable expenses associated with conduct of the study.

The fee to provide the completed Scope of Services for traffic signal design is \$13,000.00 for the intersection of Martin Luther King Jr. Boulevard and Ruppel Road. This fee will be Lump Sum Compensation for the services herein described will be inclusive of reimbursable expenses associated with the design.

The fee to provide the completed Scope of Services roundabout design assistance is \$3,000.00 per intersection for a total of \$9,000.00. This fee will be Lump Sum Compensation for the services herein described will be inclusive of reimbursable expenses.

Mr. Blake Jorgensen, P.E.
April 18, 2014
Page 4 of 6

Any additional services for agency review meetings, changes in scope due to corridor and intersection plan changes or other access parameters, will be invoiced on an hourly basis in accordance with the attached fee schedule.

Consultant's Taxpayer ID Number is 74-2455498.

CONSULTANT SCHEDULE OF CONDITIONS

By acceptance of this contract or the initiation of work, the independent professional Consultant agrees to the following terms and conditions:

RESPONSIBILITY - Consultant agrees to provide services as set forth in the Scope of Services and that if modifications to the Scope of Services are warranted, Consultant will, prior to acceptance of the contract, make modifications to the mutual satisfaction of Consultant and Jorgensen & Associates. Consultant further agrees that the services will conform to all applicable laws, codes, ordinances and regulations of any governmental agency having jurisdiction over this project and will be performed in an expeditious manner to meet the agreed upon schedule.

CONFIDENTIALITY - Consultant agrees that all information provided and produced for this project is to be considered confidential information. Consultant shall not disclose information including, client's name, documents, specifications or use of the proposed development, except to the minimum extent possible as required for dealing with regulatory agencies, and then only as specifically authorized by Jorgensen & Associates.

INDEMNIFICATION - The Consultant, to the fullest extent of the law, agrees to indemnify and hold harmless Jorgensen & Associates and their agents, employees and representatives from and against any and all liabilities, costs, damages or expenses incurred by virtue of any claim or claims whatsoever filed by any third party arising from the work performed under this contract by the Consultant.

INSURANCE - The consultant shall own and maintain insurance coverage for the duration of the project and in the amounts not less than the following:

Worker's Compensation	Statutory Amount
General Liability	\$1,000,000
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000

A Certificate of Insurance shall be provided Jorgensen & Associates.

COMPENSATION - Consultant shall submit one invoice for the Lump Sum fee upon completion of work for the traffic signal warrants study, and one Lump Sum fee upon completion of work for the traffic signal design and one lump sum fee upon completion of roundabout design assistance. Jorgensen & Associates shall make final payment within thirty (30) days from the date of each invoicing. Acceptance of payment of Consultant shall constitute a waiver of all claims by Consultant. Any additional services for agency review meetings, changes in scope due to corridor plan changes or other access parameters, will be invoiced on an hourly basis in accordance with the attached fee schedule.

Mr. Blake Jorgensen, P.E.
April 18, 2014
Page 5 of 6

OWNERSHIP OF DOCUMENTS - All documents and materials furnished by Jorgensen & Associates shall remain the property of the provider. Any reuse without written agreement is prohibited.

ACCEPTED:

Peters & Associates Engineers, Inc.

Jorgensen & Associates

By:  _____

Ernest J. Peters

Title: President Date: 4-18-2014

By:  _____

Title: VP Date: 4-18-2014

Mr. Blake Jorgensen, P.E.
April 18, 2014
Page 6 of 6

Hourly Fee Schedule
PETERS & ASSOCIATES ENGINEERS, INC.

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$151.00
Project Engineer	\$125.00
Senior Engineering Tech	\$85.00
Draftsman	\$55.00
Secretary	\$45.00

These rates include all direct and indirect payroll cost, overhead, and profit.

Other direct expenses not included in the above rates, include out of pocket materials and services will be billed at actual cost. Common items billed under this heading include: printing and photographic work, special delivery services, laboratory testing, special equipment rental, and subsistence expenses. Vehicle mileage is billed at a rate of \$0.505 per mile beginning from Consultant's offices to job/project site and back to the consultant's offices. Aircraft travel, car rental, and other similar travel expenses shall be billed at actual invoice amount.



124 W Sunbridge Drive, Suite 3 • Fayetteville, AR 72703 • (479) 571-3334 • FAX (479) 571-3338

April 16, 2014
Via email: blake@jorgensenassoc.com

Mr. Blake Jorgensen, PE, CFM
Jorgensen & Associates, Inc.
124 W. Sunbridge, Suite 1
Fayetteville, AR 72703

RE: Proposal for Ruppel Road Extension Floodplain Services,
City of Fayetteville, AR
FTN No. P05289-0587-001

Dear Mr. Jorgensen:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide professional floodplain consulting services related to the proposed Ruppel Road Extension project located west of I-540, from Owl Creek School near Persimmon Street southward to Martin Luther King Boulevard in Fayetteville, AR (the Project).

Our Basic Services will generally consist of performing wetlands and Section 404 services including preparation of an Individual Permit to the U.S. Army Corps of Engineers (Corps), performance of hydrologic and hydraulic modeling, and performance and documentation of No-Rise analyses, as applicable, to support design of three stream crossings and satisfy City of Fayetteville requirements for regulatory floodplain compliance, all as set forth in the printed Scope of Work for Basic Services (Exhibit A) and subject to the Standard Terms and Conditions (Exhibit B) which are attached to this letter. We will also furnish such Additional Services as you may request.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the project site to which FTN employees could be exposed. This information (i.e., Material Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

You will pay us for our Basic Services a lump sum fee of \$57,000 for services rendered by our principals and employees engaged directly on the Project. Any Additional Services will be

Mr. Blake Jorgensen, PE, CFM
April 16, 2014
Page 2

charged on the basis of time and materials using the Client Rates in Exhibit C. Additional Services will be approved by you prior to proceeding.

We will bill you monthly for Services and Reimbursable Expenses on the basis of a percentage of the lump sum fee for services completed with invoices to be paid within 30 days. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes Exhibits A, B, and C consisting of eight pages, represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance until May 31, 2014 unless changed by us in writing.

Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me or Beth Breed, PH, CFM if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.



Travis B. Scott, PE, CFM
Project Manager

Accepted this 17th day
of April, 2014

By  _____
Authorized Representative
Jorgensen & Associates

S:\PROPOSALS\05289-0587-001\FINAL\P-B JORGENSEN 2014-04-16.DOCX\UBB



Exhibit A

Scope of Work for Basic Services Ripple Road Extension Floodplain Services Jorgensen & Associates City of Fayetteville, Arkansas

Attached to and made a part of the Letter Agreement dated April 16, 2014 between FTN Associates, Ltd. (FTN) and Jorgensen & Associates (the Client) in respect to the project described therein. The project description, the specific task and assumptions are summarized below.

PROJECT DESCRIPTION

FTN will gather topographic data from publicly available sources and, as needed, existing Federal Emergency Management Agency (FEMA) data for three streams with regulatory floodplain (study streams) along the project extent. The study streams are: Owl Creek Tributary 1, Owl Creek Tributary 2, and North Fork Farmington Branch. FTN will perform hydrologic and hydraulic analyses of existing and proposed project conditions, analyze the results for the potential for achievement of No-Rise in the floodplain for the proposed project conditions, and prepare supporting documentation for the City of Fayetteville, including results of the No-Rise analysis. FTN will also perform wetland/Section 404 services associated with the proposed project including review of background information, delineation of Section 404 wetlands and other waters, and preparation of a Section 404 Individual Permit Application to the US Army Corps of Engineers (Corps). FTN will perform associated project coordination with the Client and the City of Fayetteville, not to include more than one meeting with the City and one meeting with the public.

TASK 1 - DATA GATHERING AND PROCESSING

TASK 1 FEE: \$2,800

- FTN will thoroughly review and utilize data already obtained from FEMA, if applicable and correct, and will gather additional information as needed.
- FTN will utilize the current topographic data available from the City of Fayetteville or other public agencies for the project area.
- FTN will process the topographic data for use in hydrologic and hydraulic modeling and, if applicable, limited floodplain mapping.

TASK 2 - HYDROLOGIC MODELING

TASK 2 FEE: \$8,800

- FTN will utilize the hydrologic analyses available for the three study streams in the project area and update to the current conditions (additional development within the basins) or develop new detailed hydrologic analyses, generally reflecting existing conditions at the time the topographic data was acquired from the field. The hydrologic analyses will include development of peak discharges for the 10-, 2-, 1-, and 0.2-percent-annual-chance (10-, 50-, 100-, and 500-year) flood events for the Project Area. City of Fayetteville drainage report data will be referenced to develop discharges along North Fork Farmington Branch. If this information is not available, additional services will be required to develop detailed discharge information.

TASK 3 - HYDRAULIC MODELING

TASK 3 FEE: \$24,600

- FTN will incorporate field survey provided by the Client and topographic data processed in Task 1 to prepare the detailed hydraulic models for the three study streams in the project area, for 10-, 50-, 100-, and 500-year flood events based on existing conditions. Geometric data downstream of the project area will be based upon data within existing hydraulic models acquired from FEMA where available, augmented by topographic data processed in Task 1 if required.
- FTN will update the detailed hydraulic models for the specified frequency events based on the proposed conditions for not more than two design scenarios provided by the Client at each of the three stream crossings. Analysis of any additional scenarios will be considered Additional Services.
- FTN will analyze the proposed structures for the potential to achieve no-rise for 1-percent-annual-chance encroached and unencroached floodplain for the three study streams.

TASK 4 – NO-RISE ANALYSIS

TASK 4 FEE: \$4,800

- Prepare documentation of No-Rise Analysis for a single selected design scenario for each of the three study stream crossings based upon Task 3 results, for submittal to the Client and the City of Fayetteville.
- Address comments received, if any, from the Client and the City of Fayetteville.
- Prepare documentation for the City of Fayetteville to provide to property owners, if applicable, regarding changes in Base Flood Elevations associated with the proposed project. This does not include preparation of any data to submit to FEMA or any coordination time with the City of Fayetteville or property owners to discuss results.

Additional efforts beyond preparation of documentation will be deemed Additional Services.

TASK 5 - WETLAND / SECTION 404 SERVICES

TASK 5 FEE: \$11,850

- Identify and review site-specific background information pertinent to the Project site, to include but not limited to: (1) site specific information obtained from US Army Corps of Engineers (Corps), (2) Soil Conservation Service's *Soil Survey for Washington County, Arkansas*, (3) Natural Resources Conservation Service (NRCS) hydric soils list for Washington County, Arkansas, (4) appropriate USGS topographic quadrangle map, (5) Corps file materials relating to adjacent properties, if any, that might provide useful information specific to this project, and (6) site-specific materials provided by the Client regarding the subject property. Address comments received, if any, from the Client and the City of Fayetteville.
- Perform onsite field investigations to identify boundaries and extent of wetlands and other waters of the US having potential US Army Corps of Engineers (Corps) jurisdiction under Section 404 of the Clean Water Act at the project site. Wetland boundaries will be placed on a topographic base map suitable for Corps submittal and wetland acreage will be determined. The methods used in conducting the delineation will follow the *1987 Corps of Engineers Wetlands Delineation Manual* and the *2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region*, i.e., detailed observations will be made on vegetation, hydrology, and soils. This task includes written documentation of the findings, which will be submitted to the Client. The documentation will include a completed Corps wetland field data form for each data collection point; maps showing boundaries of potential Section 404 wetlands and locations and extent of other waters of the US under potential Corps jurisdiction; expository text that characterizes the nature of potentially Corps regulated tributary and drainage channels, in addition to wetland/non wetland areas; and representative photos of project site features. Two copies of a draft delineation report will be submitted to the Client for review. Within 7 days of receipt of review comments from the Client, FTN will submit two revised copies of the wetland delineation report to the Client.
- Assuming the project will be authorized under an Individual Permit (IP), FTN will prepare an IP application regarding proposed impacts to potentially jurisdictional Section 404 features within the project area. FTN will utilize site plan drawings provided by the Client in preparation of the individual permit application. The individual permit application will include a site plan, an alternatives analysis, and will identify potential mitigation strategies/options. The individual permit application package will include the completed delineation of the site. Two copies of the draft individual permit application will be sent to the Client for review. Within 7 days of receipt of review comments from the Client, FTN will submit two revised copies of the individual permit application to the Client. FTN will then submit the IP application package to the Corps, Little Rock District for approval. This task will be completed within 90 days following notice to proceed.

- FTN will conduct coordination of wetland/Section 404-related project issues with the Client and the Corps. In addition, FTN will provide a coordination letter to the US Fish and Wildlife Service (USFWS) regarding potential threatened and endangered species issues and a coordination letter to the State Historic Preservation Office (SHPO) requesting project clearance regarding cultural resource issues.

TASK 6 – COORDINATION

TASK 6 FEE: \$4,150

- Attend up to three meetings with the Client, one to initiate the hydraulic analysis portion of the project and review the proposed structure design, one to discuss results of the hydraulic analysis and agree upon final design, and the third to deliver documentation of the draft No-Rise Analyses.
- General project coordination including progress reports, project emails and telephone calls with Client, other consultants and the City of Fayetteville.

Project Timeline:

- Complete field reconnaissance and delineation of wetlands within 30 days following receipt of notice to proceed.
- Complete existing conditions hydrologic and hydraulic analyses within 30 days following receipt of field survey data.
- Submit Individual Permit application to the Corps, Little Rock District for approval within 90 days following notice to proceed.
- Complete hydraulic analyses of proposed conditions including analysis of potential for no-rise within 30 days following receipt of proposed design scenarios.
- Complete and submit documentation of No-Rise to the Client within 30 days following selection of single design scenario by the Client.
- Respond to comments by the Client or the City of Fayetteville within 14 days of receipt of review comments.

Assumptions:

- The Client, and City of Fayetteville will provide FTN detailed survey data, topographic data, and other supporting information for the Project Site in a timely fashion. FTN will start our services promptly after receipt of this information.
- FTN will use existing hydraulic modeling, where available, for the downstream reaches of study streams.

April 22, 2010

EXHIBIT B

Standard Terms and Conditions For FTN Contracts

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
 - b. CLIENT does hereby indemnify and save harmless FTN from and against any and all liability and claims of liability of any and every kind and nature including without limitation bodily injury, death, property damage and claims for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract, and CLIENT, at CLIENT's sole expense, shall handle all such claims, defend all lawsuits filed against FTN on account thereof, pay all judgments rendered against FTN therein, and reimburse FTN in cash for all reasonable expense incurred by FTN on account thereof, provided, that if FTN elects



to retain independent counsel, CLIENT shall reimburse FTN for all costs reasonably incurred by FTN to defend itself through attorneys of FTN's choice.

5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Notwithstanding the termination or expiration of this agreement, the indemnities provided in paragraph 4 hereof shall survive and remain in full force and effect.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CLIENT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.



9. Confidentiality of Information No information concerning this Project shall be released by FTN.
10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.



EXHIBIT C

2014 Fee Schedule¹ FTN Associates, Ltd.

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 180.00
Professional 6	163.00
Professional 5	145.00
Professional 4	125.00
Professional 3	112.00
Professional 2	97.00
Professional 1	87.00
Technician 4	89.00
Technician 3	75.00
Technician 2	67.00
Technician 1	51.00
Executive Assistant	67.00
Word Processing	57.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2014 – December 31, 2014

City of Fayetteville Item Review Form

A. 9
Amend Resolution 218-13
Page 1 of 178

2014-0196

Legistar File Number

05/06/14

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

Dale Vanderford

Submitted By

Information Technology

Department

Action Required:

Amendment of Resolution# 218-13 to cancel an existing contract with Royal Communications, Inc. after a change order and final payment in the amount of \$65,539.85 and approving a contract with Electra Link, Inc. through RFP 13-11, for Phase 2 and Phase 3 for installation for the Recycling and Trash Collection Division (Phase 2) and Fayetteville Executive Airport (Phase 3), authorizing a 10% contingency and approving a budget adjustment.

Does this item have a cost? ☒ Yes

\$111,966.85

Cost of this request

various

Account Number

various

Project Number

\$111,966.85

Category or Project Budget

\$0.00

Funds Used to Date

\$0.00

Remaining Balance

PD, Solid Waste, Aviation

Program or Project Name

PD, Solid Waste, Aviation

Program or Project Category

PD, Solid Waste, Aviation

Fund Name

Budgeted Item? ☒ YesBudget Adjustment Attached? ☒ Yes

V20130812

Previous Ordinance or Resolution #

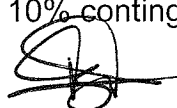
128-13

Original Contract Number:

N/A

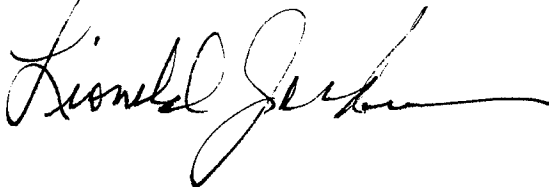
Comments:

This request includes a final payment of \$40,080.74 from PD and \$25,459.11 from Recycling and Trash resulting in a final total payment to Royal Communications in the amount of \$65,539.85. The revised contract amount for Recycling & Trash Collection totals \$31,753 for Phase 2 and Fayetteville Executive Airport for \$10,453 for Phase 3 to install an access control and security system, plus a 10% contingency for each phase.

 4/22/14

Paul A. Baker 4-22-2014

Don Ma 4/22/14



CITY COUNCIL AGENDA MEMO

MEETING DATE: 05/06/2014

TO: Fayetteville City Council and Mayor Lioneld Jordan

THRU: Don Marr, Chief of Staff

FROM: Dale Vanderford

DATE: Friday, April 18, 2014

SUBJECT: Amendment of Resolution 218-13 through RFP 13-11

RECOMMENDATION:

Amend Resolution 218-13 to (1) approve a change order and authorize a payment in the amount of \$3,451.74 with Royal Communications, Inc. (2) authorize a payment of \$25,459.11 for equipment ordered for the Recycling and Trash Collection Division, (3) cancel the existing contract with Royal Communications, Inc., and (4) approve a contract with Electra Link, Inc. through RFP 13-11, for Phase 2 at the Recycling and Trash Collection Division (\$31,752 plus 10% project contingency) and Phase 3 at the Fayetteville Executive Airport (10,452.09 plus 10% project contingency) for the installation of a new access control and security system, authorizing a 10% contingency, and approving a budget adjustment. The contract as presented also includes authorization for Electra Link, Inc. to do additional projects on an as needed basis for the next four (4) years.

BACKGROUND:

The City advertised for RFP 13-11, Access Control and Security System in July 2013. Proposals were received in August 2013 and a total of three firms responded. The selection committee voted to Royal Communications, Inc. first and Electra Link, Inc. second.

In November 2013, the City passed Resolution 218-13 and approved a contract with Royal Communications, Inc. for three (3) initial phases of work plus additional work as needed for up to five (5) years.

The contract approved by City Council included a clause stating "This contract may be terminated without penalty by the City of Fayetteville or Royal Communications, Inc. with thirty (30) days written notice." On Tuesday, April 08, 2014, the City sent written notice via e-mail to Royal Communications, Inc. informing its decision to cancel the contract under the stated clause.

Royal Communications, Inc. completed Phase 1 for the Fayetteville Police Department. Due to the fact that Royal Communications, Inc. had already ordered equipment for Phase 2, Recycling and Trash Collection, the City recommends purchasing the equipment ordered from Royal Communications, Inc. and providing it to Electra Link, Inc. for installation. Below is a summary of

final payments due to Royal Communications, Inc. and new contract amounts with Electra Link, Inc. The charts below do not include the 10% contingency amounts which are also being requested for each phase.

Royal Communications Summary of Final Payments Due		
Police Department	Original Contract Amount - Police Dept.	\$ 61,629.00
	+Change Order #1 - Police Dept.	\$ 3,451.74
	-Less Payment Made	\$ 25,000.00
	Total Due from Police Dept.	\$ 40,080.74
Recycling & Trash Collection	Recycling & Trash - Equipment Purchased	\$ 25,459.11
	-Less Payments Made	\$ -
	Total Due from Recycling & Trash Collection	\$ 25,459.11
TOTAL DUE	Total Amount Due to Royal Communications	\$ 65,539.85

Electra Link, Inc. Summary of Phase 2 and Phase 3		
Phase 2 - Recycling & Trash Collection	Original Price	\$ 65,044.36
	- Less Adjustment for City supplied equipment	\$ 33,291.40
	Total Bid Amount: Phase 2	\$ 31,752.96
Phase 3 - Airport	Original Price	\$ 10,452.09
	- Less Adjustment for City supplied equipment	\$ -
	Total Bid Amount: Phase 3	\$ 10,452.09

DISCUSSION:

Amending Resolution 218-13 to award a contract with Electra Link, Inc. will allow the City to move forward with the needed access control and security system for the Recycling and Trash Collection Division, Fayetteville Executive Airport, and other projects as needed for approximately the next four (4) years.

BUDGET/STAFF IMPACT:

A budget adjustment is attached to cover additional expenses for the Recycling & Trash Collection Division and Fayetteville Executive Airport. Any additional individual project over \$20,000 will be presented for approval by the Fayetteville City Council.

RESOLUTION NO. _____

A RESOLUTION TO AMEND RESOLUTION NO. 218-13 TO APPROVE A CHANGE ORDER AND AUTHORIZE A PAYMENT IN THE AMOUNT OF \$3,451.74 TO ROYAL COMMUNICATIONS, INC. FOR PHASE ONE OF THE ACCESS CONTROL PROJECT; TO AUTHORIZE A PAYMENT OF \$25,459.11 TO ROYAL COMMUNICATIONS, INC. FOR EQUIPMENT ALREADY PURCHASED FOR PHASE TWO; TO CANCEL THE EXISTING CONTRACT WITH ROYAL COMMUNICATIONS, INC. FOR PHASES TWO AND THREE; TO APPROVE A CONTRACT WITH ELECTRA LINK, INC. THROUGH RFP 13-11 FOR PHASES TWO AND THREE OF THE ACCESS CONTROL PROJECT IN THE TOTAL AMOUNT OF \$42,206.00; TO AUTHORIZE A TEN PERCENT (10%) PROJECT CONTINGENCY; AND TO APPROVE 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 change order and authorizes payment to Royal Communications, Inc., in the amount of \$3,451.74 for Phase One of the Access Control Project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a payment of \$25,459.11 to Royal Communications, Inc. for equipment already purchased for installation at the Recycling and Trash Collection Division.

Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby cancels the existing contract with Royal Communications, Inc. pursuant to Section 6 of that contract.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Electra Link, Inc. through RFP 13-11 to complete Phase Two and Phase Three of the Access Control Project in the total amount of \$42,206.00 and further approves a ten percent (10%) project contingency for each phase.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached hereto as Exhibit "A".

PASSED and **APPROVED** this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. 218-13

A RESOLUTION AUTHORIZING THE FIRST THREE PHASES OF RFP #13-11 WITH ROYAL COMMUNICATIONS, INC. FOR ACCESS CONTROL SYSTEM INSTALLATION FOR THE POLICE DEPARTMENT, SOLID WASTE AND RECYCLING AND FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD, AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

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

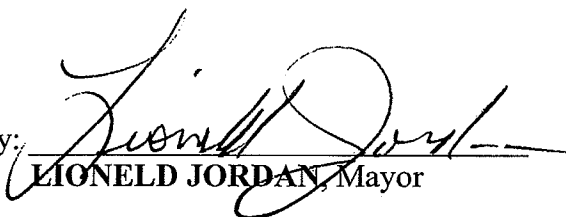
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the first three phases of RFP #13-11 with Royal Communications, Inc. for access control system installation for the Police Department, Solid Waste and Recycling and Fayetteville Executive Airport-Drake Field, and further authorizes a ten percent (10%) project contingency.

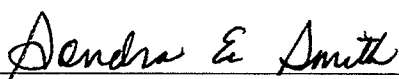
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



Royal

COMMUNICATIONS

A. 9
Amend Resolution 218-13
Page 8 of 178

INVOICE

Invoice Number: 7725A

Invoice Date: Mar 25, 2014

P.O. BOX 475
ALEXANDER, AR 72002

Voice: 501-978-7492
Fax: 501-978-7493

Bill To:

CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701

Ship to:

CITY OF FAYETTEVILLE
RFP#13-11
FAYETTEVILLE, AR 72701
OUR JOB #RC-930

Customer ID	Customer PO	Payment Terms	
CITY OF FAYETTEVILLE	13-526	NET 30	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			4/24/14

Quantity	Item	Description	Unit Price	Amount
		CONTRACT PRICE FOR ACCESS CONTROL FOR POLICE STATION \$61,629.00		61,629.00
		CONTINGENCY ITEMS: ONE RACK MOUNT POWER SUPPLY CHANGED FROM WALL MOUNT		786.00
		ONE ADDITIONAL RACK MOUNT BATTERY ENCLOSURE		388.00
		s2 MICRONODE		936.28
		TWO 12 VOLT DC DOOR STRIKES CHANGED FROM THE 24 VOLT @ \$174.00 EACH		348.00
		FOUR ADDITIONAL 12 VOLT 7 AM HOUR BATTERIES @ \$19.71 EACH		78.84
		ONE EXTRA COMPOSITE CABLE PULLED FOR FUTURE USE		104.62
		LABOR HOURS TO INSTALL ABOVE ITEMS 18 @ \$45.00 EA		810.00
		LESS PAYMENT RECEIVED OF \$25,000.00		-25,000.00
Subtotal				40,080.74
Sales Tax				
Total Invoice Amount				40,080.74
Payment/Credit Applied				
TOTAL				40,080.74

Check/Credit Memo No:

Change
order #1
= \$3,451.74

Foren, Andrea

From: Doughty, Chris
Sent: Tuesday, April 08, 2014 2:30 PM
To: Greg Powell; mfleharty@royalc.net
Cc: Vanderford, Dale; Foren, Andrea; Pennington, Blake; Hendricks, Devon; Brown, William; Marr, Don; Becker, Paul; Vice, Peggy
Subject: RE: Solid Waste Access Control and Camera install

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon.

This email is to serve as notice that we are exercising our right under Section 6 of the contract that was executed in October 2013, relating to RFP 13-11 "Access Control and Security Systems". We have elected to invoke the "30-day intent to cancel without cause" provision of the contract. Please be informed that this contract will be cancelled effective 5/8/2014. No additional work beyond completion of the PD project is authorized henceforth.

Recognizing that materials were procured for the subsequent project in Solid Waste that we do not wish for Royal to complete, please prepare an invoice for the S2 and/or any other project specific materials (minus universal equipment i.e. readers, cabling, strikes, pir, etc.) using the agreed upon discounts/markups and make arrangements for delivery to me at the City of Fayetteville. I can be reached at this email address or at 479-575-8306.

I have the invoice for the remainder of the Police Department project and will get that processed as soon as PD indicates all items have been completed. I want to make sure our obligation is completely satisfied and get you paid as quickly as possible.

Sincerely,

Chris Doughty
Network Engineer
Information Technology
City of Fayetteville, Arkansas
479.575.8306 | Mobile: 479.879.2029
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)



From: Greg Powell [mailto:gpowell@royalc.net]
Sent: Tuesday, April 08, 2014 8:23 AM

To: Doughty, Chris
Subject: Solid Waste Access Control and Camera install

Chris,

When can we start the install for the Access Control and Cameras for Solid Waste? I have equipment that is ready for installation.

Thanks,

Greg Powell
Royal Communications
501-978-7492 Little Rock Office
479-725-0444 Springdale Office
501-993-4084 Cell

CITY OF



Reference: RFP 13-11, Access C
Awarde
Term: 1 year with 3

Vendor
has mailed
originals

CT
em
Inc.
ons

This contract executed this _____ day of _____, 2014, between the City of Fayetteville, Arkansas and Electra Link, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Electra Link, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items per RFP 13-11 as stated in Electra Link, Inc. proposal, and in accordance with specifications attached hereto and made a part hereof under RFP 13-11.
2. The City of Fayetteville shall pay Electra Link, Inc. based on its proposal form in pricing as shown in RFP response and attached to this contract. Payments will be made after approval and acceptance of work, submission of detailed invoice, and submission of certified payroll. Payments will be made within a maximum 30 days after acceptance of invoice. Electra Link, Inc. agrees to make detailed invoicing related documentation available to the City upon request (for example, during a post-award audit), including but not limited to actual cost of material, etc.
3. It is explicitly understood and agreed to by Electra Link, Inc. and the City of Fayetteville that the total amount of funding that the City of Fayetteville may use for this and four other similar contracts must be pre-approved by the Fayetteville City Council for all individual projects exceeding \$20,000.00. The City will order any work to be done by Electra Link, Inc. by issuing a Purchase Order for such work or project which shall be the City's assurance that sufficient funds remain to pay for such work or project. Electra Link, Inc. shall not start work on any project unless and until it receives the City's Purchase Order for such work or project. No project shall be initiated over \$20,000 without a valid and stamped 100% performance and payment bond.
4. The Contract documents which comprise this contract between the City of Fayetteville and Electra Link, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Request for Proposal identified RFP 13-11 with all addendums, specifications & conditions.
 - B. Electra Link, Inc. proposal response, including mark up on materials and hourly rates.
5. These Contract documents constitute the entire agreement between the City of Fayetteville and Electra Link, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Electra Link, Inc.
6. Electra Link, Inc. shall not assign its duties under the terms of this agreement.
7. Electra Link, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
 - a. Arkansas Department of Labor Prevailing Wage Rates - Electra Link, Inc. agrees to pay wage rates issued by the Arkansas Department of Labor for all projects exceeding \$75,000.
8. Electra Link, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Electra Link, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

City of Fayetteville, Arkansas

Contract: RFP 13-11, Access Control and Security System

Page 1 of 2

Worker's Compensation	Statutory Amount
Comprehensive General & Automobile Insurance	
Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$500,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Electra Link, Inc.

9. Electra Link, Inc. to furnish proof of licensure and permits as required by all local and state agencies.
10. This contract may be terminated without penalty by the City of Fayetteville or Electra Link, Inc. with thirty (30) days written notice.
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

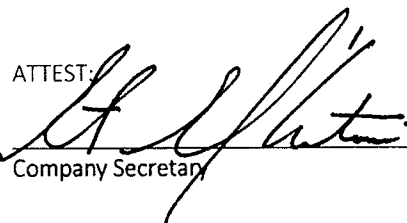
ELECTRA LINK, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: Dale Pearson

LIONELD JORDAN, Mayor

Dale Pearson C.O.O.
Printed Name & Title

ATTEST: 
Company Secretary

ATTEST: _____
Sondra Smith, City Clerk

21755 IH-45 BLDG#10
Business Address

Date Signed: _____

Spring tx 77388
City, State & Zip Code

Date Signed: _____

City of Fayetteville, Arkansas
Contract: RFP 13-11, Access Control and Security System
Page 2 of 2

RFP 13-11, Addendum 4



Date: Monday, August 12, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 13-11, Access Control and Security System

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

- **RFP 13-11 has the following modifications and clarifications listed below:**

1. **Modification on Section F: Proposal Pricing Form**

- a. All Proposers shall include licensing badging in items A5 and A6, respectively.

- i. **Reference Pricing Proposal Form issued with Addendum 3; Line Item A5 is hereby modified to read:** Licensing and badging costs for upgrading from 16 to 64 portals.

- ii. **Reference Pricing Proposal Form issued with Addendum 3; Line Item A5 is hereby modified to read:** Licensing and badging costs for upgrading from 16 to 128 portals.

2. Proposers are required to send only one copy of MSRP retail pricing sheets. Proposal submittal requirements are modified to the following:

- a. All Proposers shall submit ten (10) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device; **however, Proposers only need submit one (1) hard copy of any MSRP retail pricing sheets. Current MSRP retail pricing sheets shall be included in the electronic copy.** The use of Adobe PDF documents is strongly recommended. Files contained on the electronic media shall not be restricted against saving or printing. The electronic copy shall include an electronic replica of all papers submitted. Electronic copies shall not be submitted via e-mail.

RFP 13-11, Addendum 3



Date: Thursday, August 08, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 13-11, Access Control and Security System

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

- **RFP 13-11 has the following modifications and clarifications listed below:**

1. **Section F: Proposal Pricing Form is hereby replaced and attached.** All Proposers shall use the revised pricing forms **provided in Addendum 3**. Failure to correctly submit accurate pricing forms can result in Proposal rejection.
2. Revision of the Proposal Pricing Form includes the following changes:
 - a. Line A1 for Police Department: **Portal Licensing removed**; PRICE PROPOSED FOR LINE ITEM A1 SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING.
 - b. Line A2 for Solid Waste: **Portal Licensing removed**; PRICE PROPOSED FOR LINE ITEM A2 SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING.
 - c. Line A3 for Airport: **Portal Licensing removed, add Feature Licenses**; PRICE PROPOSED FOR LINE ITEM A3 SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING.
 - d. **Line A5 added: Licensing cost for upgrading from 16 to 64 portals.** The City will evaluate portal needs and make a decision on which package to purchase. The City intends to purchase Line A5 or Line A6.
 - e. **Line A6 added: Licensing cost for upgrading from 16 to 128 portals.** The City will evaluate portal needs and make a decision on which package to purchase. The City intends to purchase Line A5 or Line A6.

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION F: Proposal Pricing Form – Revised per Addendum 3

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive. All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

State of Arkansas Contractors License Number: _____

Schedule A: Projects to be completed immediately upon contract award.					
Proposal Pricing Form, Addendum 3					
		i	ii	iii	iv
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec**	Hourly Installation Rate - Primary Installer (per hour)***	Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A3	Airport: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, Feature Licenses, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ _____	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
A5	Licensing cost for upgrading from 16 to 64 portals:	\$ _____ PRICING FOR UPGRADING FROM 16 TO 64 PORTALS			
A6	Licensing cost for upgrading from 16 to 128 portals:	\$ _____ PRICING FOR UPGRADING FROM 16 TO 128 PORTALS			
*Pricing Definitions					
*(i) <u>Total Turn-Key Pricing</u> : Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for Item A4 (the sum total cost of Item A1, A2, and A3)					
**(ii) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
***(iii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 3				
		i	ii	iii
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	_____ % off	\$_____ per hour	\$_____ per hour
B2	Parks & Recreations	_____ % off	\$_____ per hour	\$_____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 3				
		i	ii	iii
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	_____ % off	\$_____ per hour	\$_____ per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	_____ % off	\$_____ per hour	\$_____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec:</u> Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 3				
Schedule D			i	ii
	Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*
				Hourly Installation Rate - Installation Assistant (per hour)*
	D1	City Hall, Engineering/Planning, and Building Maintenance	_____ % off	\$ _____ per hour
	D2	Water & Sewer Operations	_____ % off	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 3		
Schedule E	Item#	Description
		Mark Up Percentage*
	E1	Material (Cost plus %): Materials cost from \$000-\$100
	E2	Material (Cost plus %): Materials cost from \$101-\$500
	E3	Material (Cost plus %): Materials cost from \$501-\$1000
	E4	Material (Cost plus %): Materials cost from \$1001-\$5000
	E5	Material (Cost plus %): Materials cost from \$5001 and up
*Pricing Definitions		
* <u>Mark Up Percentage</u> : Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

END OF ADDENDUM 3 – REVISED SECTION F

RFP 13-11, Addendum 2



Date: Wednesday, August 07, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 13-11, Access Control and Security System

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

• RFP 13-11 has the following modifications and clarifications listed below:

1. **Section F: Proposal Pricing Form is hereby replaced with the included revised Section F.** All Proposers shall use the revised pricing forms provided in this Addendum. Failure to use correct pricing forms will result in Proposal rejection.
2. All Proposers shall be licensed by the State of Arkansas Contractor Licensing Board at time of bid. Proposals from unlicensed entities shall not be accepted or considered.
3. The following insurance shall be required of the awarded Proposer within ten (10) calendar days of an issued Notice to Proceed. Certificates of insurance are not required to respond with the RFP; however, the requirements are being provided so that all Proposers have a clear understanding what will be required with a contract award. Certificate of Insurance shall list the City as an additional insured.
 - a. Worker's Compensation, Statutory amount
 - b. General Automotive Insurance
 - c. General Liability Insurance – minimum \$500,000
4. Any individual project exceeding \$75,000 will be subject to wage rates determined by the Arkansas Department of Labor.
5. Each proposal shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. Bid bond shall be based on **Item A4 (totaled by the sum of Item A1, A2 and A3).**
6. A one hundred percent (100%) performance and payment bond is required with contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids.
 - a. The price of required 100% performance and payment bond shall be included in the Total Turn Key Price listed in Schedule A1, A2 and A3.
 - b. For projects not applicable to Schedule A, the awarded Proposer shall provide a 100% performance and payment bond for any additional project exceeding \$20,000 for Schedule B, C, and D. The City shall pay actual cost for bonds to Proposer. Proposer shall not add a mark up or fee in addition to the cost of the 100% performance and payment bond.
7. The **awarded Proposer** shall be subject to the following for all Police Department locations:

- a. All on-site persons will be required to sign a Vendor Confidentiality Agreement.
 - b. Vendor Confidentiality Agreement shall be signed on-site at the Fayetteville Police Department.
 - c. All on-site persons will be required to present a valid picture ID prior to signing such agreement.
8. The City of Fayetteville currently has S2 NetBox Extreme, licensed for 16 portals. Currently, 7 of these portals are in use. Remaining unused portals shall not be applied to locations listed in Schedule A.
- a. The remaining unused portals shall not be used or considered when determining licensing needs for Schedule A. Each location listed in Schedule A shall include all portal licensing needed for the complete project.
 - b. The City does not anticipate a need to upgrade to an S2 NetBox Enterprise level of licensing.
9. S2 equipment and software, or equal as determined by the City, shall be used. In the event a Proposer provides pricing for items other than S2 and such equipment is deemed not equal, such Proposer shall not be allowed to revise their Proposal.
10. Any conduit needed shall be the responsibility of the City of Fayetteville.
11. City shall retain ownership of all removed hardware.
12. The City desires to record HD quality for a minimum of two weeks. System shall be capable of recording audio as well.
13. The City of Fayetteville intends to re-use existing fobs. Proposer shall not include pricing for fobs in proposal.
14. Multi-class readers shall be installed for all locations on all doors specified.
15. Proposer shall be responsible for connecting the new access control and security system with the existing City fire alarm system in accordance with fire code. Proposer shall coordinate with the City on testing the integration of the access control system with the existing fire alarm system.
16. The City intends to re-use existing strikes and mag locks on all specified doors? Proposers do not include pricing for replacing these items. In the event a strike or a mag lock needs to be replaced, this will be handled via pre-approved change order.
17. All Proposers shall include replacement of cabling between doors and controllers.
18. Installing door reader on wall using surface mount conduit is allowed on locations where door frame is solid concrete. Door readers can be wall mounted at other locations with flush mount to the door frame or adjacent wall.
19. At the Police Department, main location, two evidence room doors shall be identically keyed separate from all other Police Department doors.
20. Grade 1 commercial product replacement required on all hardware replacements.
21. Electric strike shall be installed on all Schlage equipped doors.
22. Proposer shall not include pricing for door closure installation on any doors. In the event the City desires a closure to be installed, this will be handled post-bid via pre-approved change order.
23. Police Department Mall location currently has electric strikes and re-usable existing door hardware. Both the Legacy and WRMC locations for the Police Department have Schlage door locks which will require replacement.
24. Pricing shall include base door configuration for each specified door.
25. Proposers are responsible for field verifying existing conditions.

26. Proposers can assume compatibility for existing Airport badging system. In the event existing badging system is not compatible, the City will be responsible for providing compatible equipment.
27. Awarded Proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.
28. The City intends to award a single contract to one Proposer resulting from this RFP.
29. The City reserves the right to award additional projects on an as-needed basis. Pricing for additional as-needed projects shall be determined by the number of months past the contract award date in relation to the pricing schedules submitted.
30. Proposer shall be responsible for all permits required. Any permit issued by the City of Fayetteville will have permit fees waived; however, actual permit process shall still be completed.
31. Section G is hereby added via this addendum. Section G is a draft contract to be signed with the City by the selected Proposer/Vendor.

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION F: Proposal Pricing Form – Revised per Addendum 2

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.

All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

State of Arkansas Contractors License Number: _____

Schedule A: Projects to be completed immediately upon contract award.					
Proposal Pricing Form, Addendum 2					
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec**	Hourly Installation Rate - Primary Installer (per hour)***	Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, additional required licensing, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.)	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, additional required licensing, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.)	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A3	Airport: (including but not limited to all hardware, additional required licensing, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.)	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ _____	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
*Pricing Definitions					
*(i) Total Turn-Key Pricing: Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for Item A4 (the sum total cost of Item A1, A2, and A3)					
**(ii) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
***(iii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 2				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	_____ % off	\$ _____ per hour	\$ _____ per hour
B2	Parks & Recreations	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 2				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	_____ % off	\$ _____ per hour	\$ _____ per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 2				
Item#	Location	I	II	III
		% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
D1	City Hall, Engineering/Planning, and Building Maintenance	_____ % off	\$ _____ per hour	\$ _____ per hour
D2	Water & Sewer Operations	_____ % off	\$ _____ per hour	\$ _____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 2		
Item#	Description	Mark Up Percentage*
E1	Material (Cost plus %): Materials cost from \$000-\$100	_____ %
E2	Material (Cost plus %): Materials cost from \$101-\$500	_____ %
E3	Material (Cost plus %): Materials cost from \$501-\$1000	_____ %
E4	Material (Cost plus %): Materials cost from \$1001-\$5000	_____ %
E5	Material (Cost plus %): Materials cost from \$5001 and up	_____ %
*Pricing Definitions		
* <u>Mark Up Percentage</u> : Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

END OF REVISED SECTION F

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION G: Draft Contract

CONTRACT

Reference: RFP 13-11, Access Control and Security System

Awarded Vendor: VENDOR NAME

Term: 1 year with 4 automatic renewal options

This contract executed this _____ day of _____ 2031, between the **City of Fayetteville, Arkansas**, and VENDOR NAME In consideration of the mutual covenants contained herein, the parties agree as follows:

1. VENDOR NAME at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items per RFP 13-11 as stated in VENDOR NAME proposal, and in accordance with specifications attached hereto and made a part hereof under RFP 13-11.
2. The City of Fayetteville shall pay VENDOR NAME based on its proposal form in pricing as shown in RFP response and attached to this contract. Payments will be made after approval and acceptance of work, submission of detailed invoice, and submission of certified payroll. Payments will be made within a maximum 30 days after acceptance of invoice. VENDOR NAME agrees to make detailed invoicing related documentation available to the City upon request (for example, during a post-award audit), including but not limited to actual cost of material, etc.
3. It is explicitly understood and agreed to by VENDOR NAME and the City of Fayetteville that the total amount of funding that the City of Fayetteville may use for this and four other similar contracts must be pre-approved by the Fayetteville City Council for all individual projects exceeding \$20,000.00. The City will order any work to be done by VENDOR NAME by issuing a Purchase Order for such work or project which shall be the City's assurance that sufficient funds remain to pay for such work or project. VENDOR NAME shall not start work on any project unless and until it receives the City's Purchase Order for such work or project.
4. The Contract documents which comprise this contract between the City of Fayetteville and VENDOR NAME consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Request for Proposal identified RFP 13-11 with all addendums, specifications & conditions.
 - B. VENDOR NAME proposal response, including mark up on materials and hourly rates.
5. These Contract documents constitute the entire agreement between the City of Fayetteville and VENDOR NAME and may be modified only by a duly executed written instrument signed by the City of Fayetteville and VENDOR NAME.
6. VENDOR NAME shall not assign its duties under the terms of this agreement.
7. VENDOR NAME agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
 - a. **Arkansas Department of Labor Prevailing Wage Rates** - VENDOR NAME agrees to pay wage rates issued by the Arkansas Department of Labor for all projects exceeding \$75,000.
8. VENDOR NAME shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, VENDOR NAME shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation	Statutory Amount
Comprehensive General & Automobile Insurance	
Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$500,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **VENDOR NAME**

9. **VENDOR NAME** to furnish proof of licensure and permits as required by all local and state agencies.
10. This contract may be terminated without penalty by the City of Fayetteville or **VENDOR NAME** with sixty (60) days written notice.
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

**VENDOR
NAME**

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____

LIONELD JORDAN, Mayor

Printed Name & Title

ATTEST:

ATTEST:

Company Secretary

Sondra Smith, City Clerk

Business Address

Date Signed: _____

City, State & Zip Code

Date Signed: _____

RFP 13-11, Addendum 1



Date: Tuesday, August 06, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 13-11, Access Control and Security System

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

- **RFP 13-11 has the following modifications and clarifications listed below:**

1. The deadline to submit a proposal in reference to this RFP has been extended. All proposals are due **before Friday, August 16, 2013 before 2:00 PM**, local time.
2. The City is planning on issuing Addendum 2 this week with clarifications and modifications from the pre-proposal conference held last week.
3. Attached is a copy of the sign-in sheet from the pre-proposal conference held on Wednesday, July 31, 2013.



City of Fayetteville
Attendance Sheet

BID/RFP/RFQ #: RFP 13-11, Access Control Security System
Description: Pre-Proposal Conference

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 07 / 31 / 13

Time: 10:00 AM

City staff e-mail includes "@ci.fayetteville.ar.us"

	Name	Company	Title	Phone	Email
1	Jeff Cooper	✓ FED-PRO	Security Integrator	918-746-4969	cooper@federalprotection
2	Rick Beilfuss	Arkansas Security	SP Manager	479-935-9911	cctv@arkalarm.com
3	GREG POWELL	ROYAL COMMUNICATIONS	Security Sales ENG.	479-725-0444	gpowell@royalc.net
4	Kevin Murray	Fire	Asst. Chief	718-7632	kmurray@ci.fayetteville.ar.us
5	Kenay Yates	POLICE	Admin Capt.	587-3500	kyates@ci.fayetteville.ar.us
6	Chris Doughty	✓ IT COF	Network Engineer	575-8706	cdoughty@fayetteville-ar.us
7	Tyler Burroughs	✓ Master-Tech Electronics, Inc	Financial Officer	918-352-1746 Brandon Logan	blogan@mastertechok.com
8	Eric Watts	✓ Advanced Cabling	Estimator	479-866-7222	ewatts@advancedcabling.com
9	TERRY COLLINS	✓ AV DESIGN CONSULTANTS	SALES/DESIGN	479-365-2201	T.collins@AVDesign.com
10	DAN HOBBS	✓ DVS	VP	918-557-6531	dhobbs@datavidensystems.com
11	DALE JOHNSON	Guard Tronix, Inc	Sales Consultant	479-245-2110	dale@guardtronix.com
12	Andrea Foren	✓ City of Fayetteville	Purchasing Agent	479-575-8220	aforen@ci.fayetteville-ar.us
13					
14					
15	✓ Solid Waste @ 2:00 pm				
16					
17					
18					
19					
20					



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-11, Access Control and Security System

DEADLINE: Friday, August 09, 2013 before 2:00:00 PM, local time

Pre-Proposal Conference: Wednesday, July 31, 2013 at 10:00 AM – Room 326

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us

DATE OF ISSUE AND ADVERTISEMENT: Friday, July 19, 2013

REQUEST FOR PROPOSAL **RFP 13-11, Access Control and Security System**

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

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

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFP 13-11, Access Control and Security System
Advertisement

**City of Fayetteville, AR
Request for Proposal
RFP 13-11, Access Control and Security System**

The City of Fayetteville, Arkansas is requesting proposals for firms capable of providing access control and security equipment and services for projects spanning the next 5 years.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, **Friday, August 09, 2013 before 2:00:00 PM**, local time. No late submittals shall be accepted.

Forms & addendums can be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the process should be directed to Andrea Foren, CPPB, CPPO at aforen@ci.fayetteville.ar.us or (479)575-8220.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPO, CPPB
Title: Purchasing Agent
Ad date: 07/19/2013

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION A: General Terms & Conditions

1. **SUBMISSION OF A PROPOSAL SHALL INCLUDE:**

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit eight (8) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

- a. A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

17. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving sixty (60) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the

City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

22. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

23. DEBARRED ENTITIES:

All Proposers shall complete and return the enclosed "Debarment Certification Form" with their bid. The City of Fayetteville will not award a contract to any contractor that is debarred, suspended, or proposed for debarment by the federal government.

24. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification 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 Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
- l. The following documents are included with this solicitation: N/A

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION B: Scope of Services and General Information

1.) BACKGROUND:

- a. It is the desire of the City to begin moving toward the goal of having a single access control and security platform for all facilities. The City of Fayetteville recently purchased an access control system for a new facility located at Drake Field. This system is capable of expanding and incorporating all city facilities and has the features and interoperability desired for this type of system.

2.) INTENT:

- a. The City of Fayetteville, Arkansas is interested in contracting with a company to provide access control and security system service and equipment for various City facilities over the next 5 years.

3.) APPROACH:

- a. Proposer shall provide pricing for the specific scopes of work for immediate projects and basic time and materials quotes for possible future projects. Proposers shall include a "time line" chart depicting project milestones (in calendar days) after the Notice to Proceed to indicate when all immediate required services will be provided.

4.) PRE-PROPOSAL CONFERENCE:

- a. The City of Fayetteville will hold a non-mandatory pre-proposal conference on **Wednesday, July 31, 2013 at 10:00 AM, local time**. This conference will be held at City Hall, Room 326 at 113 W. Mountain, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

5.) GENERAL: It is the intent of the City to purchase and install each project listed below in the time frame provided; however, all projects are subject to administrative and budget approval.

- a. **Project A:** Police Department Access Control Project, (to be purchased and installed immediately upon contract award).
 - a. Address: 100A W. Rock St., Fayetteville, AR 72701
- b. **Project B:** Solid Waste & Recycling Access Control and Security System (to be purchased and installed immediately upon contract award)
 - a. Address: 1560 S. Happy Hollow Rd. , Fayetteville, AR 72701
- c. **Project C:** Airport Gates and Badging (to be purchased and installed immediately upon contract award)
 - a. Address: 4500 S. School Ave. , Fayetteville, AR 72701
- d. **Project D** Central Access Control System Upgrades: (to be purchased and installed immediately upon contract award)
- e. **Project E:** City Shop/Fleet (to be purchased and installed in within approximately 3-6 months of contract award).
 - a. Address: 1525 S. Happy Hollow Rd., Fayetteville, AR 72701
- f. **Project F:** Parks Cameras and Access Control System (to be purchased and installed in within approximately 3-6 months of contract award)
 - a. Address: 1455 S. Happy Hollow Rd., Fayetteville, AR 72701
- g. **Project G:** Animal Shelter Cameras and Access Control System (to be purchased and installed in within approximately 24 months of contract award)
 - a. 1640 S. Happy Hollow Rd., Fayetteville, AR 72701
- h. **Project H:** Fire Department Access Control System (to be purchased and installed in within approximately 12-24 months of contract award). Could include 7 Fire Stations and 1 Fire Marshal Office.
 - a. Addresses include:

- i. Fire Station #1 (Central): 303 W. Center St., Fayetteville, AR 72701
- ii. Fire Station #2: 708 N. Garland Ave., Fayetteville, AR 72701
- iii. Fire Station #3: 1050 Happy Hollow Rd., Fayetteville, AR 72701
- iv. Fire Station #4: 3385 Plainview Ave., Fayetteville, AR 72701
- v. Fire Station #5: 2979 N. Crossover Rd., Fayetteville, AR 72701
- vi. Fire Station #6: 900 S. Hollywood Ave., Fayetteville, AR 72701
- vii. Fire Station #7: 835 N. Ruppel Rd., Fayetteville, AR 72701
- viii. Fire Marshal Office: 833 N. Crossover Rd., Fayetteville, AR 72701
- i. **Project I:** City Hall, Engineering/Planning, and Building Maintenance Access Control System (to be purchased and installed in within approximately 24-36 months of contract award)
 - a. Addresses include:
 - i. City Hall: 113 W. Mountain, Fayetteville, AR 72701
 - ii. Engineering/Planning: 125 W. Mountain, Fayetteville, AR 72701
 - iii. Building Maintenance: 115 S. Church Ave., Fayetteville, AR 72701
- j. **Project J:** Water/Sewer Operations and Wastewater treatment plant facilities Access Control System (to be purchased and installed in within approximately 24-36 months of contract award)
 - a. Address: 2435 S. Industrial Dr., Fayetteville, AR 72701

6.) DETAILED PRICING: The City of Fayetteville is requires pricing to be submitted from each Proposer in the form provided in this RFP. Schedule time frames presented are subject to budget approval. Sales taxes shall NOT be included in pricing provided to the City. The City is not a tax exempt entity. Prices shall have taxes applied at the time of invoice for all taxable items.

- a. Schedule A: These projects are anticipated to have a Notice to Proceed issued as soon as possible after contract award. Pricing shall be provided based on the definitions provided below. Pricing for schedule A shall include all labor, materials, shipping, warranty, and complete installation for all services specified in this RFP. **Sales tax shall not be included in pricing but will apply upon invoicing.** The City of Fayetteville is not a sales tax exempt entity.
- b. Schedule B: These projects are anticipated to have a Notice to Proceed issued within 3-6 months after contract award. Pricing shall be provided based on the definitions provided below.
- c. Schedule C: These projects are anticipated to have a Notice to Proceed issued within 12-24 months after contract award. Pricing shall be provided based on the definitions provided below.
- d. Schedule D: These projects are anticipated to have a Notice to Proceed issued within 24-36 months after contract award. Pricing shall be provided based on the definitions provided below.
- e. Schedule E: Schedule E shall apply to Schedule B, C, and D ONLY. However, this schedule may also apply to Schedule A only in the event of pre-approved changes in scope of work varied from what is listed in this RFP.

7.) PRICING DEFINITIONS: The following terms shall apply to this RFP, including but not limited to the City's Proposal Pricing Form (included with this RFP). Sales taxes shall NOT be included in pricing provided to the City. The City is not a tax exempt entity. Prices shall have taxes applied at the time of invoice for all taxable items.

- a. Total Turn Key Price: Complete Pricing based on provided specifications for the location.
- b. Percent (%) Discount off of MSRP for additional items outside of spec:
- c. Hourly Installation Rate – Primary Installer (per hour):
- d. Hourly Installation Rate – Assistant Installer (per hour):

- e. Mark Up Percentage (%): Mark up percentages shall only apply to applicable Schedules, as defined in the section above. The mark up percentage shall be added to the Proposers cost for the actual materials only for items not presented on the MSRP retail sheet.
- f. MSRP (Retail Pricing), *Manufacturer's Suggested Retail Price*: Pricing shall be provided on a MSRP sheet by each Proposer for all major core items needed for the overall system for all locations. The Proposer shall provide a current MSRP schedule/information with proposal. The Proposal Pricing Form provided to the City by each Proposer shall include a percentage off MSRP (% discount) the Proposer will provide to the City.
- g. Invoicing: Invoicing to the City shall be detailed, clear, and easily auditable in relation to the pricing submitted on the Proposal Pricing Form.

8.) SPECIFIC SCOPES OF WORK:

a. PROJECT A: Police Department Access Control

- i. Proposer shall expand CITY'S S2 Access Control System to add the capability of a total of twenty-six (26) doors to the system; however, this RFP only includes installation of twenty-five (25) doors.
- ii. Removal of existing system. The City shall retain all parts removed of the existing system. All existing system hardware shall remain the property of the City of Fayetteville.
- iii. An electric door strike shall be installed on each of the existing access doors except for two door locations which will receive an electromagnetic lock (Main Police Station Upstairs and exterior door at the Downtown Legacy Building). All other door locations shall be installed with a mortised electric strike and face plate, with the exception of the Records door at the Main Police Station which will be installed with a surface mount electric strike due to the different door opening hardware on this door. A PIR motion devise shall be installed on the opposite side of the door from the card reader, to allow for proper door status reporting when any person exits through the door from the inside. The electric door strike shall allow for free egress from the inside through the door by turning a lever handle and pushing the door open. The two doors with mag locks shall have an exit button to push to exit through those doors. The PIR device shall signal and unlock the door when someone approaches it from the inside as a backup to the exit button in case of any mechanical failure.
- iv. This Scope of Work includes the addition of the following access controlled doors:
 - 1. Capability of up to twenty (20) doors at the Main Police Station location and only providing installation on nineteen (19) with proximity card readers.
 - a. Proposer shall install two (2) new 8-door controllers and two (2) new 2-door controllers. This shall allow the connection of interior doors, the upstairs outside door, leaving two (2) additional doors for future expansion on the new controllers.
 - b. Main station upstairs west exterior door shall include installation of a electromagnetic lock and no electric door strike.
 - 2. Up to two (2) doors at the Downtown Legacy Building remote site. Proposer shall install one (1) new 2-door controller.
 - a. Installation shall be made on the existing exterior door and have the capability of adding one (1) additional door/reader.
 - b. This exterior door has a concrete wall construction around the door. Awarded Proposer shall run conduit, install lock with an interior Exit Button. Door strike shall not be installed on this door.
 - c. Exterior door of this location shall include installation of a electromagnetic lock and no electric door strike.
 - 3. Up to two (2) doors at the Washington Regional Medical Center remote site. Proposer shall install one (1) new 2-door controller.

- a. Installation shall be made on the existing interior door and have the capability of adding one (1) additional door/reader.
4. Up to two (2) future additional doors at the Northwest Arkansas Mall/COP Office remote site.
 - a. Install one (1) 2-door controller for future door expansion of up to two (2) doors.
- vi. Proposal shall include installation of Door Control Panels in the computer room location and shall be connected to the network. The new door controllers shall have a dedicated power supply and a 12 VDC backup battery. Each door strike, mag lock, exit button and PIR device shall be powered separately from the controllers and the power supply for these units will be installed by the new controllers. The CITY shall be responsible for providing PROPOSER with AC power at the Door Control locations. S2 controllers shall be installed at each CITY site listed herein. Proposal shall provide for the integration to the PD fire alarm panel.
- vii. Changing-out/Replacing Existing Schlage Door Locking Systems
 1. The replacement of the Schlage door locking systems including door handles/latches, key pads and cover plates shall be performed by a licensed locksmith. PROPOSER shall remove all eighteen (18) of the existing door locking mechanisms and replace them with new locking Lever Handles and Cover Plates. Replacement door hardware must match and conform to the design of the existing doors to the satisfaction of the CITY.
 2. All removed items from the current Schlage locking door system shall become the property of the City of Fayetteville.
- v. Proposer shall provide all equipment and materials as specified herein and all labor and services required for the Expansion of the existing S2 Access Control system and Changing-out/Replacing the existing Schlage door locking systems for the Fayetteville Police Department (CITY). The City of Fayetteville Police Department is located at 100-A W. Rock Street in Fayetteville, Arkansas. This Scope of Work includes three remote site locations, including police offices at the Dickson Street Legacy Building, Washington Regional Medical Center and the Northwest Arkansas Mall. CONTRACTOR will deliver the project mechanically complete and ready for commissioning in accordance with the drawings, specifications, and this Scope of Work document.
- vi. Proposer shall be an existing Access Control Dealer/ Integrator for a minimum of three (3) years in the access control and security industry.
- vii. The replacement of the current Schlage door locking systems including door handles/latches, key pads and cover plates shall be performed by a licensed locksmith. Replacement door hardware shall match and conform to the aesthetics and design of the doors to the satisfaction of the City of Fayetteville.
- viii. Proposer in strict accordance with this Scope of Work document, exhibits, and the documents and clarifications referenced hereunder, shall furnish all qualified labor, supervision, management, materials (both permanent and consumable), QA/QC (both testing and reporting), all administrative functions, construction and transportation equipment, construction tools, material handling and control, all safety equipment, first-aid, medical support and emergency services, progress/quantity/cost and schedule reporting, insurance, and each item of expense necessary to perform the complete S2 System Expansion and Changing-out/Replacing the existing Schlage door locking systems installation on a non-exclusive, all inclusive lump sum basis. The WORK shall be performed in accordance with the latest applicable industry standards and codes, the specifications, and drawings provided under this Scope of Work, and to the full and complete satisfaction of the CITY.
- ix. Proposer shall provide all staff functions such as document control, material receiving and control, safety, quality assurance, job progress reporting, cost and schedule control, project turnover, etc.
- x. Proposer shall submit a preliminary installation schedule along with manpower loading plans, an equipment schedule and an indirect overhead personnel schedule with proposal. CITY and PROPOSER shall review such schedule and determine mutually agreeable dates for PROPOSER deliverables, which will effectively support the execution of the WORK. A detailed schedule incorporating agreed dates shall be submitted within two weeks of contract award.

- xi. The jobsite work schedule will be Monday-Friday, 5 days per week, from 8:00 AM – 4:30 PM. Proposer may propose other work schedules as appropriate to meet the schedule objectives, or as deemed necessary to man the project.
- xii. Proposer shall only work when allowed by the City of Fayetteville via prior authorization.
- xiii. PROPOSER shall furnish all equipment necessary to; receive, inspect, transport, load and unload PROPOSER supplied materials to and from the material staging area(s).
- xiv. Security and liability shall not be provided by CITY for materials/equipment left unattended.
- xv. PROPOSER shall furnish all permanent materials required to complete the expansion of the Access Control System and Changing-out/Replacing the existing Schlage door locking systems portion of this project except as specifically noted in this scope. Materials to be furnished by PROPOSER shall be provided in accordance with the specifications listed throughout this scope and include but not be limited to, all:
 - 1. Conduit and accessories, non-plenum wire, cable, fittings and accessories for interior and exterior wire pulls including low voltage wiring.
 - 2. Wire and cable in quantities, types, and required sizes to connect all of the required equipment. Wiring will be concealed and properly cable managed.
 - 3. Miscellaneous mounting hardware for all devices and supports.
 - 4. All consumable items such as tape, tie-wraps, Velcro, wire markers, wire nuts, etc.
 - 5. All Access Control Software and multi-user licensing.
 - 6. Provide all Access Control door hardware including, but not limited to 1200 lb. electromagnetic locks, mortised electric door strikes and face plates, surface mount door strikes, door controllers, request-to-exit buttons, PIRs, card readers, recessed door contact switches. Controllers must each have their own power supply and battery backup. PROPOSER shall utilize brands approved by CITY.
 - 7. Interface boards and equipment/material for TCP/IP Communications between all door controllers over the network.
 - 8. Door handles/latches, key pads and cover plates to replace existing Schlage systems.

b. Solid Waste and Recycling

i. Video Surveillance

- 1. Provide S2 NetVR Video Server(s) to support up to 24 cameras
- 2. Install Bosch Starlight cameras with mounts and IR Illuminators to 3 existing light poles around the Recycling drop-off
- 3. Run Outdoor Cat5e and IR Illuminator power wire in existing conduit to the 3 camera locations.
- 4. Install Conduit from pull box to the center pole for the third camera.
- 5. Install camera near main gate for the purpose of capturing license plate numbers. Will need conduit from a nearby pull box and cat5e/illuminator wire from main control box.
- 6. Bosch Starlight Dome Camera with mount installed on light pole overlooking dumpsters at the Legacy Building
- 7. Install three Bosch Starlight cameras with mounts and IR illuminators at the North Street drop off location.
- 8. Install two Bosch Starlight cameras with mounts and IR illuminators at the Compost Facility.
- 9. Install two Bosch Starlight cameras with mounts and IR illuminators at the Solid Waste truck locations.

ii. Access Control

- 1. Install 6 door Network Node to replace existing continental access panels in the security room.
- 2. Install 24V power supply.
- 3. Add reader and mag lock to security room door.

4. Provide licensing and other necessary equipment for Badging.
5. Install Proximity Reader at existing gate and provide pricing for additional future gates.
6. Install all cabling required for gate control.
7. Installation of 2 door Network node and all necessary door hardware for full access control at the Legacy building dumpster location.
8. Installation of 2 door Network node and all necessary door hardware for full access control at the Compost facility.
9. Provide all cabling needed for system and cameras.
10. City will provide POE switch.
11. City will provide 110 AC power.

c. Airport Gates and Badging

- i. Provide door controller(s) for terminal, fuel farm, and man gates located at and around the airport administration building. Utilize existing cabling, card readers, gate actuators, and enclosures.
- ii. Connect existing reader to existing S2 controller located at the Ernest Lancaster gate.
- iii. Provide Licensing for Badging
- iv. Provide Licensing for integration with existing Exacq Vision DVR and Panasonic cameras.
- v. Migrate existing badges and users to the new system.

d. Central Access Control System Upgrades:

- i. For the City's access control system, only S2 solutions will be considered as provided by proposal
- ii. Licensing required for Database Partitioning to separate out Police Department and City Users as well as other divisions where applicable.
- iii. Licensing required to cover the number of doors being added to the system.
- iv. Upon satisfactory on-line operation of the system hardware and firmware, the entire installation including all subsystems shall be inspected to the satisfaction of the City. PROPOSER shall perform all tests, furnish all test equipment and consumable supplies necessary and perform any work as required to establish performance levels for the system in accordance with the specifications. Each device shall be tested as a working component of the completed system. All system controls shall be inspected for proper operation/response.

e. Shop/Fleet Cameras

- i. Install 3 fixed Bosch Starlight Dome Cameras with mounts to monitor designated areas.
- ii. Install 2 PTZ Bosch Dome Camera for monitoring.
- iii. All Cameras will be recorded on the NetVR located at the Solid Waste Facility.
- iv. Furnish and install all cat5e cabling required to connect cameras. POE switch provided by the City.

f. Parks Cameras and Access Control

- i. Video Surveillance
 1. Install 2 Cameras to monitor designated areas
 2. Cameras will be recorded on the NetVR located at the Solid Waste Facility.
 3. Furnish and install Cat5e cabling required to connect cameras to the network. POE switch provided by the City.
- ii. Access Control
 1. Provide Network Node, cabling, readers, and all required door hardware for the 4 outside doors located on each side of the building.
 2. Installation of 24V power supply.

g. Animal Shelter Cameras and Access Control

- i. Video Surveillance
 1. Install 2 Bosch Starlight Dome cameras with audio in the front office to monitor the 2 customer counters.
 2. Install wide angle Bosch Starlight Dome Camera above rear outside door to monitor clinic and Kennel.
 3. All Cameras will be recorded on the NetVR located at the Solid Waste Facility.

4. Provide and install all cabling necessary to connect cameras to the network. (POE Switch will be provided by City)
- ii. Access Control
 1. Provide network node, cabling, readers, and all required door hardware for 4 outside doors. These include the front doors to the clinic, kennel, and main office as well as the back door to the main office.
 2. Install 24V Power supply.
- h. **Department Access Control System**
 - i. Replace all Schlage reader/door locks with applicable door controllers, readers, cabling, and misc. hardware necessary at all Fire Stations (total of 7) and the Fire Marshal's Office (single location).
 - ii. Migrate existing users and fob information.
- i. **City Hall and Surrounding buildings Access Control System**
 - i. Replace all Schlage reader/door locks with applicable door controllers, readers, cabling, and misc. hardware necessary at City Hall, Planning/Engineering, and Building Maintenance facilities.
- j. **Water/Sewer Operations Access Control System**
 - i. Replace existing Hirsch door controllers utilizing all existing electric strikes, cabling, and readers at the Water/Sewer Operations facilities and the 2 wastewater treatment plants.
 - ii. Configure badging and migrate all existing users to the new system.

9.) **WARRANTY:** All Proposers shall provide standard manufacturer's warranty on all products installed. Proposers shall provide information with proposal pertaining to all warranty descriptions. Warranty will be a considering factor in evaluation.

10.)EXPERIENCE:

- a. Personnel:
 - i. **Staff:** The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.
 - ii. **Resumes:** The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:
 - Position Title
 - Tenure with Proposer
 - Manufacturers certification for equipment service & repair (by model)
 - Experience
 - Other related information
- b. Company:
 - i. **Experience:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.
 - ii. **Company Principals:** Provide a brief biographic overview of the Company's key principals.
 - iii. **Capabilities:** Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/ contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.

11.)COMPANY ORGANIZATION:

- a. **Primary Business:** Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

- b. **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.
- c. **Overview:** It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.
- d. **Evaluation Method:** Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize subjectivity. The following delineates the value attributed to each section.

12.)IMPLEMENTATION:

- a. Onsite training shall include:
 - i. Two (2) general users from the City
 - ii. Up to four (4) system administrators to manage the system operation and configuration and set up users.
- b. The company selected shall provide 24/7 support with a maximum of 30 minute call back time after hours.

13.)CONTRACT FORMATION:

- a. If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

14.)PROPOSAL CONTENT:

- a. Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 1/2" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes.

15.)TERM OF CONTRACT:

- a. The initial term of the contract shall be for a period of one (1) year, starting with the date approved by the Fayetteville City Council. The contract shall be renewable by mutual consent, at a mutually agreed fee on an annual basis thereafter for four (4) additional years, for a total contract term of five (5) years. The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.

16.)DEMONSTRATION & ORAL PRESENTATION:

- a. Following the evaluation of the proposals, the Selection Committee may request that the top ranking firms make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.
- b. A demonstration of the system may be required before a final decision is made. The purchasing agent will schedule all demonstrations.

17.) SELECTION CRITERIA:

SELECTION CRITERIA: The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

- 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.
- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff. This section of the evaluation criteria includes the amount of work presently underway for your firm; please present this in submittal.
- 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway. The Firm's ability and commitment to complete the project in the timeframe outlined by the City will also be taken into consideration. Evaluation of Integration into existing systems will also be a deciding factor.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Price:** Complete pricing to the City for all services described herein. The City shall pay an annual base fee. Annual fees shall not be dictated by subscribers. There shall be no additional "per user" charges.

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

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

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

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION E: Signature Submittal

1. Disclosure Information

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

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

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

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

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

E-Mail Address: _____

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICE BID:

Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION F: Proposal Pricing Form

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.

All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

Schedule A: Projects to be completed immediately upon contract award.					
		<i>i</i>	<i>ii</i>	<i>iii</i>	<i>iv</i>
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
A1	Police Department	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A2	Solid Waste & Recycling	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A3	Airport	\$ _____	_____ % off	\$ _____ per hour	\$ _____ per hour
A4	Central Access Control System Upgrades	\$ _____			
*Pricing Definitions					
*(i) <u>Total Turn-Key Pricing</u> : Complete Pricing based on provided specifications for the location.					
*(ii) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
*(iii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
*(iv) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B

Schedule B: To be purchased and installed within 3-6 months of contract award				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	_____ % off	\$ _____ per hour	\$ _____ per hour
B2	Parks & Recreations	_____ % off	\$ _____ per hour	\$ _____ per hour

*Pricing Definitions

*(i) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.

*(ii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.

*(iii) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.

Schedule C

Schedule C: To be purchased and installed within 12-24 months of contract award				
		<i>i</i>	<i>ii</i>	<i>iii</i>
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	_____ % off	\$_____ per hour	\$_____ per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	_____ % off	\$_____ per hour	\$_____ per hour
*Pricing Definitions				
*(i) <u>Discount off MSRP for Additional Items outside of spec</u> : Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) <u>Hourly Installation Rate - Primary Installer (per hour)</u> : Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) <u>Hourly Installation Rate - Installation Assistant (per hour)</u> : Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Item#	Description	Mark Up Percentage*
E1	Material (Cost plus %): Materials cost from \$000-\$100	_____ %
E2	Material (Cost plus %): Materials cost from \$101-\$500	_____ %
E3	Material (Cost plus %): Materials cost from \$501-\$1000	_____ %
E4	Material (Cost plus %): Materials cost from \$1001-\$5000	_____ %
E5	Material (Cost plus %): Materials cost from \$5001 and up	_____ %
*Pricing Definitions		
*Mark Up Percentage: Awarded proposer's cost of material plus the mark up percentage provided. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications.		

This form includes Schedules A – E
END OF FORM



Date: 4-17-14
To: Chris Doughty
From: Billy York

Solid Waste and Recycling
Total of 12 Cameras, 8 Doors of Access Control and 2 Access Gates

Video Surveillance

Solid Waste and Recycling

- (1) Install and Program (Owner Provided) S2 NetVR100 8TB Server that will support up to 64 IP Cameras installed in Solid Waste Building to support new cameras at various below locations
- Recycling Drop Off (3) (Owner Provided) Vivotek IP Cameras installed on existing light poles to monitor area
- Main Gate (1)) (Owner Provided) Vivotek IP Cameras installed on pole to catch vehicle license plates
- Legacy Building Dumpster (1) (Owner Provided) Vivotek IP Camera installed on existing light pole overlooking dumpster
- North Street Drop Off (3) (Owner Provided) Vivotek IP Cameras installed on structure (pricing based on mounting cameras on building)
- Compost Facility (2) (Owner Provided) Vivotek IP Cameras installed on structure (pricing based on mounting cameras on building)
- Solid Waste Truck Location (2) (Owner Provided) Vivotek IP Cameras installed on structure (pricing based on mounting cameras on building)
- Cat5E indoor and outdoor cable to support cameras
- Commissioning

Access Control

Solid Waste:

- (1) (Owner Provided) S2 6Door Network Controller with power supply installed in Solid Waste Building to support takeover of existing access control system
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (5) takeover of existing access doors at Solid Waste Building
- Security Room Door (1) 600lb Maglock, Prox Reader, RTE Motion, RTE Button and Door Position Contact
- Access Control Tappan Composite Cable to support new equipment to doors
- Commissioning

Existing Gate:

- (1) HID RP40 Prox Reader to allow badge access thru gate
- (1) 12 X12 Back Box for existing gooseneck for mounting of the prox reader
- Connect to existing gate controller
- 18/6 Outside plant cable to support new gate
- Commissioning

Future Gate:

- (1) (Owner Provided) S2 2Door Micro Node to be added in Solid Waste Building
- (1) HID RP40 Prox Reader to allow badge access thru gate
- (1) 48" Gooseneck with gang box to mount prox reader
- Connect to existing gate controller
- 18/6 Outside plant cable to support new gate
- Commissioning

Legacy Building Dumpster:

- (1) (Owner Provided) S2 2Door Micro Node installed in customer provided enclosure
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (1) Exterior Door Rutherford 1200lb Maglock, Prox Reader, RTE Button and Door Position Contact for new door installation
- Access Control Tappan Composite Cable to support new equipment to doors
- Cat5E to connect panels to network
- Connect to existing Fire panel for emergency door release
- Commissioning

Compost Facility:

- (1) (Owner Provided) S2 2Door Micro Node with power supply to support needed doors
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (2) Existing Interior Door HES 8000 Door Strike, Prox Reader, RTE Motion and Door Position Contact for new door installation
- Access Control Tappan Composite Cable to support new equipment to doors
- Cat5E to connect panels to network
- Connect to existing Fire panel for emergency door release
- Commissioning

Project Total	\$ 31,752.96
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Assumptions

If required, management will provide all installation personnel with access badges, keys, and or escorts in order to perform the work in a timely manner.

Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.

Return trips for operational verification, of other vendor's equipment, will be at billable rates should there be no fault found with the cabling or device installation.

Any customer requested work and or materials beyond the original scope of work described in this proposal and or the "Proposal Attachment" is subject to additional charges.

Delays due to: closings, material availability, limited access or other events, which are the result of the customer, will be billed per hour for every hour the delay exists.

No electronics including switches, routers, wireless access points, etc. or installation of same is included.

No electrical/conduit work is included in this proposal.

No bonding cost is included.

Electrical power is to be supplied by others and will be available throughout the duration of this project.

Signature

Date

Printed Name

Title

Electra Link, Inc. will warrant and guarantee all workmanship and material, which it furnishes and installs, for a period of (1) One Year from the date of installation. This warranty obligates Electra Link, Inc., at its option, to either repair or replace the defective equipment or materials originally provided. In no event, shall Electra Link, Inc. be liable for incidental or consequential damages caused from, but not limited to, any loss of service or acts of god, nor shall Electra Link, Inc. held liable on any claim for damages exceed the total price of the installation. The warranty is contingent upon the proper use of the equipment and materials, and does not cover damages as the result of customer accident, misuse, or abuse. The warranty will become invalid if the results of the damage were inflicted by others or were the results of installation practices of others.

“This pricing is valid for a period of “90” Calendar days from the date of this proposal”

We are very interested in continuing a working relationship with you and your firm. If there is any way that I can assist you now or in the future or you require additional information, please give me a call at your first convenience.

*Thank you,
Billy York
Security Manager—OKC
Cell# 405-200-3623
byork@electralink.com
OK Lic.# 1880
ARK Lic.# E 2012 0043*



City of Fayetteville RFP 13-11 Access Control and Security System

ElectraLink Proposal #

Appendix

Tab #1.....	Cover Sheet, Executive Summary, Narritive Quote
Tab #2.....	Electra Link COI and BID Bonds
Tab #3.....	City Bid Forms
Tab #4.....	Project Schedule Manpower
Tab #5.....	Security Project Personnel Qualifications/Resumes/S2 Cert
Tab #6.....	Company Information
Tab #7.....	Security Project References

Houston
21755 IH-45, Bldg. #10
Spring, Texas 78759
281-350-6096 281-350-8295-Fax

Dallas
17819 Davenport Rd., Suite 310
Dallas, Texas 75252
972-818-7225 972-818-7219-Fax

Austin
12217 Waters Park Rd.
Austin, Texas 78759
512-835-6475 512-835-6481-Fax

Response to Request for Proposal
Based on Prints Dated: RFP 13-11

August 14, 2013

To:
City of Fayetteville

City of Fayetteville RFP 13-11 Access Control and Security System
S2 Access Control

From:



The Cable System Specialist



Houston
21755 IH-45, Bldg. #10
Spring, Texas 78759
O-281-350-6096 F-281-350-8295



Oklahoma City
417 South State Street
Edmond, Oklahoma
O-405-715-1700 F-405-715-1703



Tulsa
9906 East 43rd Street South
Tulsa, Oklahoma
O-918-828-0028 F-918-828-0033

Executive Summary

Thank you for allowing **Electra Link, Inc. (ELI)** the opportunity to provide pricing for the installation of a Access Control and Security System for the **CITY OF FAYETTEVILLE** project located in Fayetteville, AR. Utilizing the information provided, we have developed a proposal that will meet or exceed the requirements of the **CITY OF FAYETTEVILLE**. This proposal has been provided to assist the **CITY OF FAYETTEVILLE** AND their personnel in selecting a designer/installer of their communication cabling system and outlines the significant features and advantages offered by **Electra Link, Inc.** We are looking forward to establishing a relationship with your firm that will be beneficial to us all. We realize that it is not what is promised, but what is delivered, which is important in the final analysis and we are confident that **Electra Link, Inc.** can deliver.

The credibility of **Electra Link, Inc.**, as a design and installation company, is based on first hand experiences. These experiences include the design and installation of over four thousand communication cabling systems covering a wide range of physical and logical topologies. The knowledge gained through 26 years of doing business, along with the in-house capabilities of our firm, will provide the **CITY OF FAYETTEVILLE** the security of knowing that careful supervision and management of all aspects of the installation will be maintained. The quality of workmanship is very important to any installation and the standards of **Electra Link, Inc.** are rigid.

Company History

Electra Link, Inc. is a Texas Corporation, established on May 6, 1985. The main focus of our firm is the design, assembly and installation of Local and or Wide Area Network cabling systems supporting Data and Telecommunications and Security Systems Integration.

Electra Link, Inc. has grown from a two-man operation into a company employing over three hundred fifty people today with annual sales representing an overall growth rate in excess of five thousand percent. Our continuing growth is fueled by a solid commitment to provide each and every customer with the highest quality of installation available today.

By maintaining our commitment to quality, craftsmanship, training and the maintenance of an inventory of state-of-the-art test equipment and tools, **Electra Link, Inc.** has made consistent high quality installation a reality.

Project Supervision

Electra Link, Inc. will provide on-site project supervision for the complete duration of the project. The Project Manager will be on-site every week. The assigned Job Foreman for this project will work in conjunction with the Project Manager and will participate in any scheduled project meetings and coordinate any change order requests.

Our Project Manager will serve as the communication link while on-site or off-site between the **CITY OF FAYETTEVILLE** and **Electra Link, Inc.**

Police Dept. (4) Locations

Total of 25 installed doors per RFP Project A line i.

Main Police Station: (19) Doors Installed Per RFP 13-11 specs

Electra Link will contract with Locktrends Locksmith out of Tulsa, OK for all the installation of electronic strikes, face plates, lever handles and cover plates.

Per RFP 13-11 Project A of the City of Fayetteville will consist of the following purchase and installation:

- (2) S2 8Door Controllers with power supplies to support needed doors
- (2) S2 2Door Controllers with power supplies to support needed doors
- (4) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (17) HES 8000 Door Strike, Face Plate, Lever Handle, Cover Plate, Prox Reader, RTE Motion and Door Position Contact to replace existing Schlage doors
- (1) Records Door HES 9600 Door Strike, Face Plate, Lever Handle, Cover Plate, Prox Reader, RTE Motion and Door Position Contact to replace existing Schlage Equipment
- (1) Upstairs Exterior Door Rutherford 1200lb Maglock, Prox Reader, RTE Motion, RTE Button and Door Position Contact for new door installation
- Access Control Tappan Composite Cable to support new equipment to doors
- Cat5E to connect panels to network
- Connect to existing Fire panel for emergency door release
- Partitioning License
- Commissioning/Training
- 1 Year Software Upgrade, Support and Hardware Warranty

Downtown Legacy Building: (2) Door Installed per RFP 13-11 specs

Per RFP 13-11 Project A of the City of Fayetteville will consist of the following purchase and installation:

- (1) S2 2Door Controller with power supply to support needed doors
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (2) Exterior Door Rutherford 1200lb Maglock, Prox Reader, RTE Motion, RTE Button and Door Position Contact for new door installation
- Access Control Tappan Composite Cable to support new equipment to doors
- Cat5E to connect panels to network
- Connect to existing Fire panel for emergency door release
- Commissioning/Training
- 1 Year Software Upgrade, Support and Hardware Warranty

Washington Regional Medical Center (2) Door Installed per RFP 13-11 specs

Per RFP 13-11 Project A of the City of Fayetteville will consist of the following purchase and installation:

- (1) S2 2Door Controller with power supply to support needed doors
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (2) Existing Interior Door HES 8000 Door Strike, Prox Reader, RTE Motion and Door Position Contact for new door installation
- Access Control Tappan Composite Cable to support new equipment to doors
- Cat5E to connect panels to network
- Connect to existing Fire panel for emergency door release
- Commissioning/Training
- 1 Year Software Upgrade, Support and Hardware Warranty

Northwest Arkansas Mall/COP Office (2) Doors

Per RFP 13-11 Project A of the City of Fayetteville will consist of the following purchase and installation:

- (1) S2 2Door Controller with power supply to support needed doors
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (2) Existing Interior Door HES 8000 Door Strike, Prox Reader, RTE Motion and Door Position Contact for new door installation
- Access Control Tappan Composite Cable to support new equipment to doors
- Cat5E to connect panels to network
- Connect to existing Fire panel for emergency door release
- Commissioning/Training
- 1 Year Software Upgrade, Support and Hardware Warranty

Project Pricing	
Material Total	\$ 50,650.44
Labor Total	\$ 12,120.00
Expenses	\$ 2,133.33
Sub Total	\$ 64,903.77
Taxes	\$ -
Sub Total	\$ 64,903.77
Bonding	\$ 1,622.59
Project Total	\$ 66,526.37

Solid Waste and Recycling

Total of 12 Cameras, 8 Doors of Access Control and 2 Access Gates

Per RFP Project B i and ii

i. Video Surveillance

Per RFP 13-11 Project B of the City of Fayetteville will consist of the following purchase and installation:

- (1) S2 NetVR100 8TB Server that will support up to 64 IP Cameras installed in Solid Waste Building to support new cameras at various below locations
- Recycling Drop Off (3) Bosch NDN-733 Starlight Cameras with mounts and Bosch IR Illuminators installed on existing light poles
- Main Gate (1) Bosch NER-L2R1-2 license plate camera with mounts and Bosch IR Illuminators installed on pole to catch vehicle license plates
- Legacy Building Dumpster (1) Bosch NDN-733 Starlight Camera with mount installed on existing light pole overlooking dumpster
- North Street Drop Off (3) Bosch NDN-733 Starlight Cameras with mounts and Bosch IR Illuminators installed on structure (pricing based on mounting cameras on building)
- Compost Facility (2) Bosch NDN-733 Starlight Cameras with mounts and Bosch IR Illuminators installed on structure (pricing based on mounting cameras on building)
- Solid Waste Truck Location (2) Bosch NDN-733 Starlight Cameras with mounts and Bosch IR Illuminators installed on structure (pricing based on mounting cameras on building)
- Cat5E indoor and outdoor cable to support cameras
- 14/4 outdoor cable to support power to IR illuminators
- Commissioning/Training

ii. Access Control

Per RFP 13-11 Project B of the City of Fayetteville will consist of the following purchase and installation:

Solid Waste:

- (1) S2 6Door Network Controller with power supply installed in Solid Waste Building to support takeover of existing access control system
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (5) takeover of existing access doors at Solid Waste Building
- Security Room Door (1) 600lb Maglock, Prox Reader, RTE Motion, RTE Button and Door Position Contact and Composite Cable need to support new door

Existing Gate:

- (1) S2 2Door Expansion Blade to be added to Network Controller in Solid Waste Building
- (1) HID RP40 Prox Reader to allow badge access thru gate
- (1) 48" Gooseneck with gang box to mount prox reader
- Connect to existing gate controller
- 18/6 Outside plant cable to support new gate

Future Gate:

- (1) S2 2Door Expansion Blade to be added to Network Controller in Solid Waste Building
- (1) HID RP40 Prox Reader to allow badge access thru gate
- (1) 48" Gooseneck with gang box to mount prox reader
- Connect to existing gate controller
- 18/6 Outside plant cable to support new gate

Legacy Building Dumpster:

- S2 2Door Micro Node installed in customer provided enclosure
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (1) Exterior Door Rutherford 1200lb Maglock, Prox Reader, RTE Button and Door Position Contact for new door installation
- Access Control Tappan Composite Cable to support new equipment to doors
- Cat5E to connect panels to network
- Connect to existing Fire panel for emergency door release
- Commissioning/Training
- 1 Year Software Upgrade, Support and Hardware Warranty

Compost Facility:

- (1) S2 2Door Controller with power supply to support needed doors
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- (2) Existing Interior Door HES 8000 Door Strike, Prox Reader, RTE Motion and Door Position Contact for new door installation
- Access Control Tappan Composite Cable to support new equipment to doors
- Cat5E to connect panels to network
- Connect to existing Fire panel for emergency door release
- Commissioning/Training
- 1 Year Software Upgrade, Support and Hardware Warranty

Project Pricing	
Material Total	\$ 44,051.25
Labor Total	\$ 16,740.00
Expenses	\$ 2,666.67
Sub Total	\$ 63,457.92
Taxes	\$ -
Sub Total	\$ 63,457.92
Bonding	\$ 1,586.45
Project Total	\$ 65,044.36

Airport Gates and Badging

Per RFP Project C:i-v

Per RFP 13-11 Project C of the City of Fayetteville will consist of the following purchase and installation:

Earnest Lancaster Gate:

- Connect existing card reader to existing S2 Micro Node
- Commissioning

Fuel Farm Gate:

- (1) S2 2Door Micro Node installed in existing housing
- Connect existing card reader and gate controller to S2 panel
- Commissioning

Terminal and Man Gate:

- (1) S2 2Door Network Node installed in existing panel location
- (1) Altronix 24VDC/10Amp 8Door Lock Power Supplies to support power to locks
- Connect existing card readers and gate controllers to S2 panel
- Commissioning
- (1) Exacq Vision NVR integration License
- Database Conversion and Badging connection

Project Pricing	
Material Total	\$ 6,136.05
Labor Total	\$ 3,350.00
Expenses	\$ 711.11
Sub Total	\$ 10,197.16
Taxes	\$ -
Sub Total	\$ 10,197.16
Bonding	\$ 254.93
Project Total	\$ 10,452.09

Pathways

Electra Link, Inc. In order to conform to the project specifications the J-Hooks will be spaced no more than 48-inches apart to prevent sag between the J-Hook locations in excess of twelve (12) inches and to keep the cables off the ceiling tiles, lighting system, HVAC duct work or any other trade that might generate or induce interference on the UTP cabling. At termination points (TR's) where cables converge, all cables will be exposed and routed in a neat, orderly and workmanlike manner.

Quality Assurance and Testing

Electra Link, Inc. will provide all tools and test equipment required for installation and testing. Test equipment, testing personnel will be identified, and all test results will include the name of the person actually performing each test to ensure accountability.

Electra Link, Inc. will guarantee 100% of all cables installed are free of defects and meet the manufacturer's specifications. Any cable components or installation practices that do not meet recognized industry standards or those recommended by the manufacturer would be replaced at no additional cost to the Owner.

Electra Link, Inc. is a certified corporate member of the Building Industry Consulting Service International (BICSI) and also has nine (9) Registered Communications Distribution Designers (RCDD) on staff. The RCDD program is fast becoming recognized as the industry wide standard of design excellence for the data and telecommunications industry.

Documentation

To support future expansion, reconfiguration and maintenance, ***CITY OF FAYETTEVILLE*** will be provided complete records of system characteristics. This document will consist of laminated CAD As-Built Drawings of each floor indicating main cable routes, labeling/numbering scheme, I/O locations, Telcom Room location, cable certification reports and any important construction details. The As-Built will be installed in each TR room with a Plexiglas cover. This document will be delivered within thirty (30) days of project completion.

Warranty

As a certified S2/Bosch installer, ***Electra Link, Inc.*** can offer the City of Fayetteville an extended product warranty and application warranty (provided the installation meets installation requirements). ***Electra Link, Inc.*** also offers a **One Year Warranty** on workmanship for this project, based on all adds, moves and changes being performed by ***Electra Link, Inc.***

Insurance

Electra Link, Inc. will furnish to its customers' certificates showing evidence of coverage indicated above prior to beginning any project. Such certificates will indicate that policies will not be reduced or canceled without thirty days written notice.

Assumptions

- ✓ COF providing all conduit and outdoor enclosures needed
- ✓ Existing equipment maglock, prox readers, etc. will compat with S2 system
- ✓ Work to be performed during normal business hours.
- ✓ If required, City of Fayetteville will provide all installation personnel with access badges, keys, and or escorts in order to perform the work in a timely manner.
- ✓ City of Fayetteville will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- ✓ Any customer requested work and or materials beyond the original scope of work described in this proposal and or the "Proposal Attachment" is subject to additional charges.
- ✓ Delays due to: closings, material availability, limited access or other events, which are the result of the customer, will be billed per hour for every hour the delay exists.
No electrical or conduit work is included in this proposal.
- ✓ J-hook pathways will be established per BICSI standards where possible. Under floor cabling will be placed directly on the floor.
- ✓ No electronics including switches, routers, cameras, wireless access points, etc. are included.
- ✓ All racks and cabinets will be provided by others.

Electra Link, Inc. is looking forward to working with ***THE CITY OF FAYETTEVILLE*** on the proposed project. If there is anything else I can assist you on now or in the future please give me a call at your convenience.

Respectfully Submitted,

Billy York



Electra Link, Inc.
byork@electralink.com
405-715-1700 (office)
417 S. State Street
Edmond, OK 73003
www.electralink.com



CERTIFICATE OF LIABILITY INSURANCE

ELECT-2 OP ID: A9
Amend Resolution 218-12
DATE (MM/DD/YYYY) 08/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spring Insurance Agency 6605 Cypresswood Dr. Suite 400 Spring, TX 77379 Spring Insurance Agency	Phone: 281-370-6064	CONTACT NAME: Kay Dockins	
	Fax: 281-370-2925	PHONE (A/C, No, Ext): 832-494-1963	FAX (A/C, No): 281-370-2925
		E-MAIL ADDRESS: kayd@springinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Acadia Ins Co	38911
		INSURER B: Navigators Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Electra Link, Inc. 21755 IH45, Bldg. 10 Spring, TX 77388	
--	--

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ GENERAL LIABILITY			CPA9045966-31	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY			CPA9045966-31	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB			HO12EXC713890IV	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 10,000,000
	☐ DED	☐ RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA9045971-31	01/01/2013	01/01/2014	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			CPA9045966	01/01/2013	01/01/2014	Limit 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CITYFAY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Fayetteville, Arkansas Purchasing Division Room 306 ATTN: Andrea Foren 113 W. Mountain Fayetteville, AR 72701	AUTHORIZED REPRESENTATIVE

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NOTEPAD

INSURED'S NAME Electra Link, Inc.

ELECT-2
OP ID: DK

DATE 08/12/13

Form#CL CG 20 39 04 11 Additional Insured-Completed Operations-Automatic
Status when required in construction agreement with you.
Form#CL CG 01 14 11 10 Amendment of Primary and excess provisions
(Additional Insured)
Form#CL CG 20 39 04 11 Additional Insured - Completed Operations Automatic
Status When Required in Construction Agreement With You.
Form#CL CG 04 43 11 10Additional Insured-Completed Operations-Automatic
Status When Required In Construction Agreement With You.
Form#CL CG 20 40 04 11 Additional Insured-Completed Operations-Automatic
Status When Required in Construction Agreement With You.
Form#CL CG 04 43 11 10Contractors General Liability Ultra
Form#WC42 03 04 A 01 00 Texas Waiver of Our Right to Recover From Others
Form#CL CA 20 14 01 07 Business Auto Advantage

*Written contract or agreement required with Named Insured.
*Subject to policy conditions, limitations, and exclusions.

GREAT AMERICAN INSURANCE COMPANY

OHIO

Bond No.

BID BOND

Approved by The American Institute of Architects, A.I.A. Document No. A310 February, 1970 Edition

KNOW ALL MEN BY THESE PRESENTS: that we Electra Link, Inc.

as Principal, hereinafter called Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, with Administrative Offices at 580 Walnut Street, Cincinnati, Ohio 45202, as Surety, hereinafter called the Surety, are held firmly bound unto City of Fayetteville

as Obligee, hereinafter called Obligee, in the sum of Five Percent of Amount Bid Dollars (\$ -----5%-----)

For the payment of which sum well and truly to be made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Access Control & Security System

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another Party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of August, 2013

In the presence of:

Electra Link, Inc.

(Principal)

(Seal)

By:

(Title)

GREAT AMERICAN INSURANCE COMPANY

(Seal)

(Surety)

By:

Peggy Gonzalez

(Attorney-in-Fact)

Mary Edwards

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 15621

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	PEGGY GONZALEZ	ALL OF
CHRISTOPHER J. HUGHSTON	MARY EDWARDS	BROWNSVILLE,
DAVID C. HUGHSTON	TEXAS	\$75,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of DECEMBER, 2011
Attest
GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

David C. Kitchen

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 5TH day of DECEMBER, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of August, 2013



Stephen C. Beraha
Assistant Secretary

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION E: Signature Submittal

1. Disclosure Information

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

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

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

no 1) NO KNOWN RELATIONSHIP EXISTS

2) RELATIONSHIP EXISTS (Please explain): _____

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

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

Name of Firm: Electra Link, Inc.

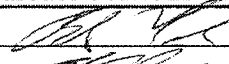
Name of Primary Contact: Billy York

Title of Primary Contact: Security Manager Oklahoma/Arkansas

Phone#1 (cell preferred): 405-200-3623 Phone#2: 405-715-1700

E-Mail Address: byork@electralink.com

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
#2	Billy York 	8-7-13
#3	Billy York 	8-8-13
#4	Billy York 	8-12-13

4. PRICE BID

Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive.

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Billy York

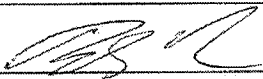
COMPANY: Electra Link, Inc.

PHYSICAL ADDRESS: 9906 E. 43rd Street Suite G Tulsa, OK 74146

MAILING ADDRESS: same

PHONE: 918-828-0028 FAX: 918-828-0033

E-MAIL: byork@electralink.com

SIGNATURE: 

TITLE: Security Manager Oklahoma/Arkansas

DATE: 8-14-13

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: See Electra Link Attachment Tab #6 and 7

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

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

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville
RFP 13-11, Access Control and Security System
SECTION F: Proposal Pricing Form – Revised per Addendum 3

All Proposers shall provide documentation clearly outlining total cost for each project per the attached "Proposal Pricing Form". Failure to submit the required "Proposal Pricing Form" could result in your proposal being rejected as non-responsive. All Proposers shall submit an MSRP sheet for all system components. Failure to submit the required MSRP retail pricing could result in your proposal being rejected as non-responsive.

State of Arkansas Contractors License Number: E 2012 0043

Schedule A- Projects to be completed immediately upon contract award.					
Proposal Pricing Form, Addendum 3					
Item#	Location	Total Turn Key Price*	% Discount off MSRP for Additional Items outside of spec**	Hourly Installation Rate - Primary Installer (per hour)***	Hourly Installation Rate - Installation Assistant (per hour)****
A1	Police Department, all 4 locations: (including but not limited to all hardware, installation, configuration, partitioning, training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ 66,527.00	30 % off	\$ 55 per hour	\$ 45 per hour
A2	Solid Waste & Recycling: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ 65,045.00	30 % off	\$ 55 per hour	\$ 45 per hour
A3	Airport: (including but not limited to all hardware, installation, configuration, and training, 5% bid bond, 100% performance and payment bond, Feature Licenses, etc.) PRICE SHALL NOT INCLUDE ADDITIONAL PORTAL LICENSING	\$ 10,452.00	30 % off	\$ 55 per hour	\$ 45 per hour
A4	SUM OF ITEMS A1, A2, AND A3	\$ 142,024.00	5% BID BOND SHALL BE SUBMITTED WITH PROPOSAL BASED ON PRICE IN ITEM A4 (SUM OF ITEMS A1, A2, & A3)		
A5	Licensing cost for upgrading from 16 to 64 portals:	\$ 10,070.00 badging for 2 locations users PRICING FOR UPGRADING FROM 16 TO 64 PORTALS			
A6	Licensing cost for upgrading from 16 to 128 portals:	\$ 14,482.00 badging for 2 locations users PRICING FOR UPGRADING FROM 16 TO 128 PORTALS			
*Pricing Definitions					
*(i) Total Turn-Key Pricing: Complete Pricing based on provided specifications for the location. Five (5) percent Bid Bond shall be submitted for Item A4 (the sum total cost of Item A1, A2, and A3)					
**(ii) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.					
****(iii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
*****(iv) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					
******(v) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.					

Schedule B: To be purchased and installed within 3-6 months of contract award				
Proposal Pricing Form, Addendum 3				
		I	II	III
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
B1	City Shop / Fleet	30 % off	\$ 55 per hour	\$ 45 per hour
B2	Parks & Recreations	30 % off	\$ 55 per hour	\$ 45 per hour
*Pricing Definitions				
*(i) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule C: To be purchased and installed within 12-24 months of contract award				
Proposal Pricing Form, Addendum 3				
		I	II	III
Item#	Location	% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*	Hourly Installation Rate - Installation Assistant (per hour)*
C1	Animal Shelter	30 % off	\$ 55 per hour	\$ 45 per hour
C2	Fire Stations (7 locations) and Fire Marshall Office (1 location)	30 % off	\$ 55 per hour	\$ 45 per hour
*Pricing Definitions				
*(i) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) Hourly Installation Rate - Primary Installer (per hour): Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) Hourly Installation Rate - Installation Assistant (per hour): Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule D: To be purchased and installed within 24-60 months of contract award				
Proposal Pricing Form, Addendum 3				
Schedule D	Item#	Location	I	II
			% Discount off MSRP for Additional Items outside of spec*	Hourly Installation Rate - Primary Installer (per hour)*
				Hourly Installation Rate - Installation Assistant (per hour)*
	D1	City Hall, Engineering/Planning, and Building Maintenance	30 % off	\$ 55 per hour
	D2	Water & Sewer Operations	30 % off	\$ 55 per hour
*Pricing Definitions				
*(i) Discount off MSRP for Additional Items outside of spec: Percentage discount off of the manufacturer's MSRP retail pricing sheet shall be used for any items added outside of the scope of the locations and specifications provided in this schedule. Proposers shall provide MSRP pricing schedule showing MSRP.				
*(ii) Hourly Installation Rate - Primary Installer (per hour) Hourly rate to be charged to the City for a Primary, supervisor, or master installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				
*(iii) Hourly Installation Rate - Installation Assistant (per hour) Hourly rate to be charged to the City for an assistant installer to provide installation services outside of the scope of the locations and specifications provided in this schedule.				

Schedule E: Miscellaneous Items for installation (for items not listed on MSRP)		
Proposal Pricing Form, Addendum 3		
Schedule E	Item#	Description
		Mark Up Percentage*
	E1	Material (Cost plus %): Materials cost from \$000-\$100
	E2	Material (Cost plus %): Materials cost from \$101-\$500
	E3	Material (Cost plus %): Materials cost from \$501-\$1000
	E4	Material (Cost plus %): Materials cost from \$1001-\$5000
	E5	Material (Cost plus %): Materials cost from \$5001 and up
*Pricing Definitions		
*Mark Up Percentage: Awarded proposer's cost of material plus the mark up percentage provided per project location. This schedule shall be used for miscellaneous items not listed on the provided MSRP discount. This schedule shall only apply to Schedule A in the event the City adds scope of work outside of the provided specifications. Awarded proposer shall provide the City with a materials listing showing separate mark up percentage added. Material listings are subject to verification and audit by the City.		

END OF ADDENDUM 3 – REVISED SECTION F



Project Schedule

Electra Link has been in business since 1985 based out of Houston, Texas. The Oklahoma branch was opened in 2009 and has grown to support over 100 employees in the Oklahoma area. Our local branch has managed and installed projects as big as 12 million. We are an installation and service company that has touched every market from single tenant spaces to full high rise buildings and multi-million dollar data centers. We pride ourselves knowing that we self perform all work and can stand behind our installations.

Electra Link Tulsa/Oklahoma City currently has:
Full Time Techs-45
Project Managers-4

Material Procurement:

Upon receipt of contract Electra Link will order material for the all 2 breakouts and keep a running stock of material for at least (1) facilities until project completion to minimize lead times. All material with the will be stored locally for ease of access. Schools in progress will have material stored onsite. It would be requested to have a room available for storage on a working campus.

Order of Work:

Cable Installation:

Electra Link will request to work 2 Guys on 4 (10hr) Shifts to cable Police Dept. Locations estimated 3 day completion.

Upon completion of Police Dept. Locations Electra Link will move same crew to Solid Waste and Recycling Locations on 4 (10hr) shifts estimated 1 week completion

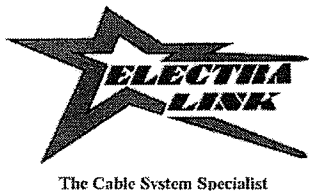
Pathways and Support:

All structured cabling and security cabling will be supported with J-hooks at a maximum span of five feet increments. Structured cabling and security cabling will be separated a minimum of six inches apart. All cabling shall meet and/or exceed all BICSI and ANSI recommendations.

Access Control/Video Surveillance and Hardware:

Hardware

During the start of project Electra Link will walk each door with hardware supplier/installer and verify that specified hardware is adequate for door type. Upon finding exact part needs the Locksmith (Locktrends) contracted by Electra Link will begin installation and replacement of door hardware at Police Facilities Hardware installer will be working one on one to turn over doors to the new system leaving no controlled door without security as we transition from the old system to the new. Estimated door hardware replacement time (2) days.



Camera Installation

Camera installation will start immediately after cabling installation with a (2) man crew with duration of approximately one week per facility. Assuming servers are available we will start importing and programming cameras immediately

Access Control Systems

Police Department 4 Locations

A week before the Locksmith from Locktrends is onsite Electra Link proposes the following scenario

- Prewire all Police Dept. Facilities (3-4 days)
- Install and Terminated all S2 Panels (2 days)
- Connect all S2 Panels to Customers Network and add them to existing Extreme Server (1 day)
- Program Data Base with all needed information (Dependent on size of database that needs moved)
- Once ready Locktrends will be called to start converting over door hardware (2 days)
- Electra Link will have 4 technicians following locksmith converting doors one at a time.
- Estimated completion once Locksmith starts conversion is complete (2-3days)

Solid Waste and Recycling

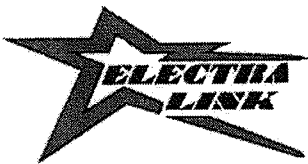
- Prewire all sites (1.5 weeks)
- Install and Terminate all S2 Panels and Cameras (1 week)
- Connect all S2 Panels and NVRs to customers Network and add them to existing Extreme server (1 day)
- Program Data Base with all needed information (Dependent on size of database that needs moved)
- Install all access control and camera field devices (1 week)

Airport:

- Prewire all sites (1 day)
- Install and Terminate all S2 Panels and Cameras (2days)
- Connect all S2 Panels and NVRs to customers Network and add them to existing Extreme server (1 day)
- Program Data Base with all needed information (Dependent on size of database that needs moved)

Dedicated Manpower for COF:

Cable Installation 2
Camera Installer -2
Security Installers-2
Programmer-1
Project Manger-1



The Cable System Specialist



PROPOSAL FORM PART QUALIFICATIONS

Project Manager

Eric York

Security/Construction Experience

13 years

Present Commitments:

Umarex, McElroy Manufacturing

Estimator

Billy York

Security/Construction experience

14 years

Present Commitments:

Chickasaw Nation, ONG, Umarex

Project Site Supervisor

Shane Pittser

Security/Construction experience

8 years

Present Commitments:

McElroy, Rogers County CH

Programmer

Jeremy Moser

Security/Construction Experience

12 years

Present Commitments:

McElroy, Rogers County CH

Certifications of all the above

S2

AMAG

DSX

Bosch

ONSSI

Axis

ExacqVision

Panduit

Commscope Uniprise



PROPOSAL FORM PART QUALIFICATIONS

Project Manager

Ryan Harman

Security/Construction Experience

8 years

Present Commitments:

Chickasaw Nation

Project Site Supervisor/Programmer

Chris Shreve

Security/Construction experience

8 years

Present Commitments:

Service OKC

Certifications of all the above

S2

AMAG

DSX

Bosch

ONSSI

Axis

ExacqVision

Panduit

Commscope Uniprise

Billy York
Bristow, OK
918-290-9535
byork79@hotmail.com

OBJECTIVE

To obtain a Service/Installation/Operations management position where I can share and further develop my skills in Burglary, Access, CCTV and Fire Control for an Industry leading integration company.

EDUCATION

8/1997-8/1999 *Associates of Applied Science in Electronic Engineering*
Oklahoma State University-Okmulgee

EXPERIENCE

1/2011-present *Regional Security Manager of Oklahoma/Arkansas Electra Link, Inc.*

- *Hold managers state license for Electra Link, Inc. Oklahoma and Arkansas Burglary, Fire, Access Control, CCTV, Locksmith and Nurse Call*
 - *Manage (15) security technicians and (2) Project Managers in Oklahoma and Arkansas*
-
- *Managed all Security jobs start to finish*
 - *Started Security division from ground up with no customer base, have grown to 15 security technicians in one year and over 1 million dollars in sales*
 - *Overseen all security aspects of a Operations Management position*
 - *Sales*
 - *Job walks*
 - *Estimating/Design*
 - *Bid Proposals*
 - *Pre-bid meetings*
 - *Job takeoff meetings*
 - *Final Job Walks and Inspections*
 - *PO request*
 - *Job Billing*

- *Job and AR Reports*
 - *Inventory*
 - *Weekly Conference calls and meetings*
 - *Scheduled technician training with numerous vendors*
-
- *Performed large sub-contract jobs for ADT Commercial Division and Stanley Convergent Security.*
 - *Designed, Installed, and Maintained large integrated access control and cctv systems*
 - *Knowledge in numerous cctv ip software Bosch, Milestone, Onssi, Exacq, Avigilon and Pelco Endura*
 - *Knowledge in numerous access control systems Bosch, S2, Keri, DSX, AMAG, Mercury equipment and Advantor*
 - *Knowledge in numerous burglar and fire systems DSC, Ademco, Sonitrol, FireLite, FCI, Notifier and Silent Knight*

1/2005-12/2010 Service Manager- Sonitrol of Oklahoma

- *Primary focus overseeing all service activity and personnel for both franchises (Tulsa & Oklahoma City)*
 - *Secondary focus overseeing and assisting installation projects*
-
- *Tasked with selling add-ons, upgrades and new services such as installation, integration, training, and maintenance agreements*
 - *Technical support for sales department*
 - *Servicing multi-state areas including Kansas, Texas, Arkansas and Missouri*
 - *In charge of servicing and installing numerous government jobs for Army Reserve, Army/Air National Guards and Army Corp of Engineers*
 - *Designing numerous fire, security, access, and cctv systems*
 - *Knowledge in numerous manufactures equipment: Sonitrol, Advantor, Bosch, Pelco, Honeywell and DSC, etc.*
 - *Overseeing and working with numerous subcontractor*

- *Held managers state license for Sonitrol of Oklahoma City in Security, Fire, Access Control, CCTV and Nurse Call*

9/2000-1/2005 Lead Service Technician- Sonitrol of Tulsa

- *Tasked with day to day service and maintenance with a 2 hr guarantee response to customer base of over 600 accounts*
- *In charge of 24hr emergency service and semi-annual preventive maintenance for the Army Reserve 89th Regional Support Command over 75 locations throughout Kansas, Nebraska, Iowa and Missouri*
- *Maintained on call rotation of 7 days at a time every 4th week*
- *Performed installations as needed*

9/1999-9/2000 Lead Installer- Sonitrol of Tulsa

- *Tasked with installing and overseeing all installations*
- *Managed and assigned other techs and sub-contractors*

Computer Skills

*Microsoft Office 97-2000
Microsoft Power Point
Microsoft Excel & Word
Windows
Microsoft Outlook*

Certifications

*Bosch DLA 1200/1400 series recorders
Keri Eclipse.Net Access Control
Keyscan Access Control
DSX-WINDSX Access Control Systems
Exacq Vision
S2 Access Control
Advantor/Sonitrol Access Control*



CERTIFICATE OF COMPLETION

is hereby granted to

Billy Fork

for successfully completing

S2 Basic Certification Course

Release 4.2

December 12, 2012 – Dallas, TX

A handwritten signature in black ink, appearing to read "Rich Ames", written over a horizontal line.

Rich Ames
Manager, Training & Certification

A handwritten signature in black ink, appearing to read "Todd", written over a horizontal line.

R. Todd Smith
VP, Worldwide Sales

A handwritten signature in black ink, appearing to read "John L. Moss", written over a horizontal line.

John L. Moss
CEO

Eric York
Welly, OK
918-828-0028
eyork@electralink.com

OBJECTIVE

To obtain a Service/Installation/Operations management position where I can share and further develop my skills in Burglary, Access, CCTV and Fire Control for an Industry leading integration company.

EDUCATION

High School

EXPERIENCE

1/2011- present Project Manager for Electra Link, Inc. Tulsa Branch

- *Hold managers state license for Electra Link, Inc. Oklahoma Burglary, Fire, Access Control, CCTV, Locksmith and Nurse Call*
- *Manage (7) security technicians in Tulsa/Arkansas are*
- *Managed all Security jobs start to finish*
- *Oversee all security aspects of all Operation Management position*
 - *Sales*
 - *Job walks*
 - *Pre-bid meetings*
 - *Job takeoff meetings*
 - *Final Job Walks and Inspections*
 - *PO request*
 - *Job Billing*
 - *Job and AR Reports*
 - *Inventory*

1/2007-12/2010 Install Manager- Sonitrol of Oklahoma

- *Primary focus overseeing all installation activity and personnel*
- *Secondary focus overseeing and assisting installation projects*
- *Tasked with selling add-ons, installation, integration, training, and maintenance agreements*
- *Technical support for sales department*

9/2000-9/2007 Lead Installer- Sonitrol of Tulsa

- *Tasked with installing and overseeing all installation*
- *Managed and assigned other techs and sub-contractors*



CERTIFICATE OF COMPLETION

is hereby granted to

Eric Pork

for successfully completing

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VP, Worldwide Sales

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John L. Moss
CEO

Ryan Harman

18 S. Meadowhill Dr. Bristow, Ok

918-809-7318

rharman@electralink.com

Professional Profile

My professional career began with Corrections Corporation of America. I worked through the ranks from a Correctional Officer and eventually promoting to Captain after serving 4 facilities and 10 state departments of corrections. My responsibilities included managing overall operations of a 2400 bed male correctional facility, incident management, conducting training, incident report writing, scheduling of staff and many other operational duties. Due to starting a family, extensive work hours, and concern from the family I resigned from the corrections profession.

After resigning from CCA I began a new career with Sonitrol of Oklahoma where I began as an Installation Technician and later promoted to Installation Manager. My responsibilities included pre-site visits, coordinating with sales staff to ensure proper system design of the sale, ordering of equipment, communication and training with installation technicians, working closely with the Service Manager to ensure the highest quality of customer service, generating a spread sheet outlining current open jobs with projected man hours to completion, estimated date of completion, current completed jobs, technician scheduling, and plan of actions necessary to complete the projects. I communicated all information weekly to the executive staff and addressed potential issues and upcoming projects. My career with Sonitrol of Oklahoma ended with acquisition of Sonitrol by Stanley Convergent Security Solutions.

Once the acquisition by Stanley CSS was final I was hired as an Installation Technician, due to my knowledge of the Sonitrol product and customer service driven mentality I was moved to a Service Technician where I was later promoted to Service Coordinator. My responsibilities include the scheduling and coordination of service request with a service dispatcher located in Minneapolis MN to provide the fastest possible response to ensure customer satisfaction, coordinating with several subcontractors within Oklahoma and also out of state, striving for a 24hr hour turn around for all service request, coordinating Preventative Maintenance and Fire inspections due within the month, assisting with billing and other related needs from administrative staff, ensuring technicians meet the annual training requirements set forth by Stanley and ensuring all technicians receive vacation time without affecting customer service.

In February of 2012 I moved to Electra Link Inc. as a Security Project Manager. My current responsibilities include managing all aspects of all Edmond security projects. I work closely with the estimator to ensure customer's expectations are exceeded.

I am licensed with the Oklahoma Alarm and Locksmith Industry and hold a Managers License in Burglar Alarm, Residential and Commercial Fire, Access Control, Locksmith, CCTV, and Nurse Call. I also hold an Arkansas Alarm Apprentice License.



CERTIFICATE OF COMPLETION

is hereby granted to

Ryan Harman

for successfully completing

S2 Basic Certification Course

Release 4.2

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Manager, Training & Certification

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VP, Worldwide Sales

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John L. Moss
CEO

Chris Shreve

Office-417 S. State St. Edmond, Ok, 73003 Res-4804 Tate Dr. Del City OK, 73115
Wrk.405-200-4796/Personal.405-227-1305
cshreve@electralink.com

Objective

To contribute Leadership, technical, analytical, and personal skills

Professional Achievements & Certifications

- Oklahoma licensed Technician:
 - CCTV, Access Control, Burg, Commercial Fire
 - Bosch Certified Technician, DLA 1200/1400
 - DSX certified
 - Pelco Endura certified
 - Onssi Certified
 - S2 Access Control Certified
- DHS/Keri Systems Access Control

Skills

- Prepare for various security installations by reviewing installation orders; gathering equipment, supplies, and tools; coordinating schedules with customers.
- Plan installations by surveying and evaluating location; identifying installation requirements; laying-out equipment and wiring plan.
- ~~Install equipment; run and pull wiring; program and calibrate equipment; adhere~~ to codes, regulations, and standards.
 - Supervise the work of junior staff.
- Verify system is functioning by testing equipment, connections, and signals; identifying and correcting problems.
 - Maintain records by documenting installation.
- Maintain customer support by resolving concerns; answering questions.
- Update job knowledge by participating in educational opportunities; reading technical publications.
 - Well Versed in various types of Burg Alarm & Fire Systems

Work History

Lead Security Technician , Electralink Inc. Edmond, OK Feb. 2011 - present

Sub Contractor, Wave Communications/Integral, OKC, OK Dec. 2010 – Feb 2011

Lead Security Technician, Edmond Security Inc , Edmond, OK March 2008-12/2010

Service Technician, Merry X-Ray, OKC, OK July 2003 – Feb. 2008



CERTIFICATE OF COMPLETION

is hereby granted to

Chris Shreve

for successfully completing

S2 Basic Certification Course

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R. Todd Smith
VP, Worldwide Sales

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John L. Moss
CEO



CERTIFICATE OF COMPLETION

is hereby granted to

Jeremy Moser

for successfully completing

S2 Basic Certification Course

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September 14, 2012 – Dallas, TX

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Rich Ames
Manager, Training & Certification

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R. Todd Smith
VP, Worldwide Sales

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John L. Moss
CEO



CERTIFICATE OF COMPLETION

is hereby granted to

Shane Pittser

for successfully completing

S2 Basic Certification Course

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September 14, 2012 – Dallas, TX

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Rich Ames
Manager, Training & Certification

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R. Todd Smith
VP, Worldwide Sales

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John L. Moss
CEO



CERTIFICATE OF COMPLETION

is hereby granted to

Pory Gole

for successfully completing

S2 Basic Certification Course

Release 4.2

September 14, 2012 – Dallas, TX

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Rich Ames
Manager, Training & Certification

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R. Todd Smith
VP, Worldwide Sales

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John L. Moss
CEO



CERTIFICATE OF COMPLETION

is hereby granted to

Todd Hall

for successfully completing

S2 Basic Certification Course

Release 4.2

September 14, 2012 – Dallas, TX

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Rich Ames
Manager, Training & Certification

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R. Todd Smith
VP, Worldwide Sales

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John L. Moss
CEO



City of Fayetteville RFP 13-11 Access Control and Security System

ElectraLink Proposal #

Firm Information

Name Of Firm: Electra Link, Inc.

Address Of Principal Office: 2175 I-45 N. Bldg. 10, Spring Texas 77388

Phone Number: 281-350-6096

Fax Number: 281-350-8295

Email Address and/or Web Address: www.electralink.com

Form Of Business Organization (Corporation, Partnership, Limited Liability Partnership, Individual, Joint Venture, other?): Corporation

Year Founded: 1985

of Current Full-Time Employees: 365

of Current Part-Time Employees: 75

of Current Full-Time Employees for Contract: 10

of Current Part-Time Employees for Contract: 0

Primary Individual to Contact: Bruce Conley

Houston
21755 IH-45, Bldg. #10
Spring, Texas 78759
281-350-6096 281-350-8295-Fax

Dallas
17819 Davenport Rd., Suite 310
Dallas, Texas 75252
972-818-7225 972-818-7219-Fax

Austin
12217 Waters Park Rd.
Austin, Texas 78759
512-835-6475 512-835-6481-Fax



References

List of Security References

Name of project: **Mansfield ISD, Mansfield, TX**

Site Address: 605 East Board St.

Completion Date: February 2013

Customer Contact: Lt. Greg Minter

Description of Project: (32) Locations- Installation of Access Control, Cameras and Wireless Access Control Cable

Consultant: Huckabee

Estimated Project Value Amount: \$ 8.5 Million

Name of project: **Sealy ISD, Houston, TX**

Site Address: 939 Tiger Lane, Houston, TX 77474

Customer Contact: Tammy Leimer 979-885-3516

Description of Project: Installed S2 Access Control, 100 card readers, 100 IP cameras, IP based intercom

Estimated Project Value Amount: \$500,000.00

Name of project: **McElroy Manufacturing, Tulsa, OK**

Site Address: 833 North Fulton Ave, Tulsa, OK 75115

Customer Contact: David Jones 918-831-9339 Joe Perrault 918-430-6933

Description of Project: Installed S2 Access Control with S2 NetVR's at (7) separate locations, 75 card readers, 16 Bosch IP Cameras

Estimated Project Value Amount: \$100,000.00

Name of project: **Methodist Manner, Tulsa, OK**

Site Address: 4134 East 31st St. Tulsa, OK 74135

Customer Contact: Dennis Graham 918-346-6637

Description of Project: Installed S2 Access Control with Bosch IP cameras, 25 card readers, 60 Bosch IP Cameras

Estimated Project Value Amount: \$150,000.00

Name of project: **Rogers County Courthouse, Claremore, OK**

Site Address: 200 South Lynn Riggs Blvd. Claremore, OK 74017

Customer Contact: Jon Sappington

Description of Project: Installed S2 Access Control with S2 NetVR's, 30 card readers, 145 Bosch IP Cameras, Aiphone Intercom

Estimated Project Value Amount: \$200,000.00

Name of project: **H&H Gun Range, Oklahoma City, OK**

Site Address: 400 South Vermont Ave, OKC, OK 73108

Customer Contact: Stephen Hall

Description of Project: Installation a 70 Bosch HD IP Camera VMS system

Estimated Project Value Amount: \$250,000.00

Name of project: **Canadian Hills Wind Farm Calumet, OK**

Site Address: 14730 Edmond Road. NW, Calumet, OK 73003

Customer Contact: Kevin Headrick 972-533-7070

Description of Project: Installation of S2 Access Control and Bosch IP cameras

Estimated Project Value Amount: \$60,000.00



References

Name of project: **Special Metals, Inc.**

Site Address: 2009 South Broadway, Moore, OK 73160

Customer Contact: Brandon Venable 405-677-7700

Description of Project: Installed 52 Bosch HD IP VMS System

Estimated Project Value Amount: \$75,000.00

Name of project: **City of Texas City, Texas City, TX**

Site Address: 1002 Texas Avenue, Texas City, TX 77590

Completion Date: August 2012

Customer Contact: James O'Brien 409-682-4352

Description of Project: Axis IP video, cameras

Estimated Project Value Amount: \$100,000.00

Name of project: **HEB, Houston, TX**

Site Address: 4625 Windfern, Houston, TX 77041

Completion Date: December 2012

Customer Contact: Moses Horn 281-808-9945

Description of Project: Provide ongoing service to all HEB stores, install cameras and access control

Estimated Project Value Amount: \$8,000.00

Name of project: **Dashiell General Contractors, Albany, TX**

Site Address: 5858 Private Rd. 2419 Albany, TX 76430

Completion Date: February 2013

Customer Contact: Mike Griffin 713-558-6629

Description of Project: Install IP video cameras and access control in 5 locations throughout Central Texas.

General Contractor: Dashiell General Contractors

Estimated Project Value Amount: \$400,000.00 per each location



U.S. MSRP Price List

Effective April 1, 2013

This Price List supersedes all previous versions

New in this pricelist:

- *New* NetBox VR Quatro
- Free UPS Ground shipping to continental US destinations
 - S2 Extreme Demo System
 - *New* S2 Avance High Availability Option
 - *New* S2 Enterprise Exacta100/500 Controllers
- *New* Appendix C – Helpful Hints for Order Processing

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I. System Configuration Overview

Configure your S2 System by walking through Steps 1 – 5. The pictorial pages that follow summarize the options available for each system and provide page references to option details:

Step 1: Select Controller and Portal Licenses (eg. S2 NetBox with 32 portal license)

Step 2: Select Product Options (e.g. ID Badging and Partitioning)

Step 3: Select Access Control Node Options (e.g. S2 Node Cabinet, MicroNode, ASSA Remote Lockset license, etc.)

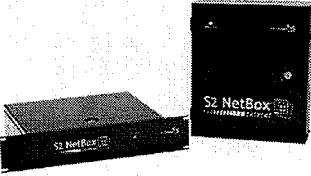
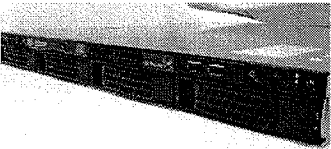
Step 4: Select a fully Integrated Video Management System

Step 5: Select Software Support & Hardware Warranty Options

Note: Demo System Pricing for Certified Integrators – see Appendix A

System Configuration Overview

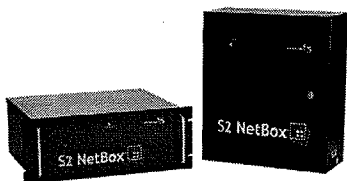
Step 1: Select Controller and Portal Licenses	Portals / Cameras	Step 2: Controller Options
S2 NetBox  <i>Up to 32 Portals</i> <u>Cabinet Attributes</u> • Wall Mount • 120/240VAC 50/60 Hz wired • One network cable; 2 network addresses • 7 option board slots	○ 4 ○ 16 ○ 32	○ Badging ○ DMP ○ S2 NetVR ○ 3rd Party VMS
S2 NetBox VR  <i>Integrated IP Access AND IP Video</i> <u>Cabinet Attributes</u> • Rack Mount • 120/240VAC 50/60 Hz power lead • One network address • No option board slots	○ 32 Portals ○ 8 or 16 IP Cameras	○ Badging ○ DMP ○ S2 NetVR
S2 Netbox VR Quatro  <i>Integrated IP Access AND IP Video</i> <u>Cabinet Attributes</u> • Wall Mount • 120/240VAC 50/60 Hz wired • One network cable; 2 network addresses • <i>Includes 1 S2-ACM blade, expandable to 4</i>	○ 4 Portals (8 max) ○ 4 IP Cameras (8 max)	○ Badging ○ 1TB, 2TB or 3TB disk space for video storage

S2 NetBox Extreme  <i>Up to 256 Portals</i>	<u>Cabinet Attributes</u> • Wall or Rack Mount • 120/240VAC 50/60 Hz • Rack Mount includes power lead • One network address • No option board slots	○ 16 ○ 32 ○ 64 ○ 128 ○ 192 ○ 256 ○ Badging ○ DMP ○ Partitioning ○ Audit Trail ○ S2 NetVR ○ 3rd Party VMS
S2 Enterprise Select  S2 Enterprise Ultra2  <i>Up to 1,793 (Select) or 7,168 (Ultra2) Portals</i>	<u>Cabinet Attributes</u> • Rack Mount • 120/240VAC 50/60 Hz power lead • One network address • Solid State Drive • No option blade slots	○ 128 portal base ○ 64 portal increments - Max 1,792 Select - Max 7,168 Ultra2 ○ Badging ○ DMP ○ Partitioning ○ Audit Trail ○ S2 NetVR ○ 3rd Party VMS
S2 Enterprise Exacta100  <i>Up to 7,168 Portals</i>	<u>Cabinet Attributes</u> • Rack Mount • 120/240VAC 50/60 Hz power lead • One network address • No option board slots • Raid 1 Solid State Drives • Buy two for S2 Avance High Availability Option	○ 128 base ○ 64 portal increments - Max 7,168 ○ Badging ○ DMP ○ Partitioning ○ Audit Trail ○ S2 Avance High Availability ○ S2 NetVR ○ 3rd Party VMS
S2 Enterprise Exacta500 For S2 Global  <i>Central SOC System Management</i>	<u>Cabinet Attributes</u> • Integrates multiple S2 NetBox, Extreme, Select, Ultra2, and Exacta100 Systems into ONE Globally managed system • Rack Mount • 120/240VAC 50/60 Hz power lead • One network address	○ No Practical Limit ○ Centrally Manage Cardholder Population ○ Central Reporting Capability ○ Security Operations Center (SOC) Monitoring

Step 3: Node Options

Configurations

S2 Node Cabinet



Node Attributes

- Wall or Rack Mount
- 120/240VAC 50/60 Hz
- Rack Mount includes power cable
- One network address
- 7 application blade slots

Calculate blades (cannot exceed 7 per cabinet)

- ___ ACM (2 reader, 4 input, 4 output)
- ___ INP (8 input)
- ___ OUTP (8 output)
- + ___ TEMP (8 temperature points)

___ Total = 7 or less

___ Temperature probes (8 per temp blade)

S2 NetDoor MicroNode

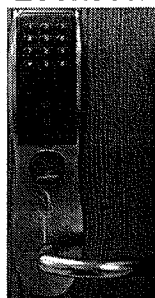


Node Attributes

- Wall Mount
- POE or 12VDC
- Can power locks with POE (see limitations in installation manual)
- Mounting plate available

- 2 reader, 4 input, 4 output, 1 temperature point
- Order temperature probe separately

ASSA Wireless & POE Locksets

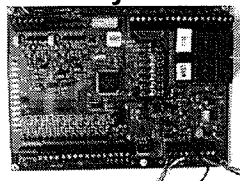


Node Attributes

- Per Lock Integration License (in addition to a portal license) required.
- Supports Sargent v.S1, v.S2, PERSONA P1, P2

- Assume S2 Controller load is equivalent to 10 S2 Nodes for any number of offline (wireless) locks.
- Offline (Wireless) locks support a subset of S2 functionality because they are NOT continuously connected to the S2 controller.
- Online (POE) locks support real time features such as lockdown, door control, and live events.

Mercury Panels



Node Attributes

- Available Mercury EP Controllers (1501, 1502, 2500)
- Available Interface (SIO) Modules: MR50, MR52, MR16in, MR16out, MUX8

- Purchase new Mercury controllers and SIOs
- Purchase licenses to integrate existing Mercury panels
- *Sold as boards only – Requires Integrator supplied power and cabinetry*

Step 4: Integrated Video Management Systems		Configurations
S2 NetVR Integrated IP Video Management System 	<u>Attributes</u> • Rack Mount • 120/240VAC 50/60 Hz • 8 or 16 camera options	○ Multiple NetVRs may be added to any NetBox Controller.
3rd Party IP Video Management Systems	<u>Attributes</u> • Avigilon • Exacq • Milestone • ONSSI • Salient • Video Insight	○ 4 camera base license ○ Additional camera licenses (per camera - beyond base license)

Step 5: Software Support and Hardware Warranty Options		Configurations
Software Upgrade and Support Plan	<u>Attributes</u> • Telephone support (coverage: M-F, 9am-7pm ET) and email support (support@s2sys.com) for certified integrators • Online support sessions • Minor and Major Software upgrades • Online access to documentation, upgrades, and support tools	○ Support per individual S2 Controller (check the About screen for Expiration Date) ○ SUSP – Annual support plan ○ SUSPEXP – to re-instate an expired support plan ○ Multi-year discounts available
Hardware Extended Warranty and Technology Refresh Plan (New Every 3)	<u>Attributes</u> • Three (3) year hardware warranty coverage • One (1) no questions asked server replacement with S2's then current same product line server technology	○ Covers selected S2 Controllers ○ Requires a 3 year commitment ○ Pre-payment discount options ○ Warranty must be purchased without lapse and be accompanied by a Software Upgrade & Support Plan (SUSP)
End User Black Support Program	<u>Attributes</u> • For larger end-users supporting multiple sites • Calls and email direct to Special S2 Black Technical Support phone/email • Coverage: M-F, 9am-7pm ET • One (1) annual S2 Net Tech Basic 2-day hands on training course slot	○ Requires an active SUSP for each covered system ○ 2 identified End User technicians given direct access to S2 Tech Support ○ Designated End User technicians strongly encouraged to attend S2's Integrator training course
End User Black Support 24/7 Emergency Service	<u>Attributes</u> • Extends coverage to 24/7 with call back for Emergency service within 30 minutes	○ Requires and active End User Black Support Program

Step 1: Select your S2 NetBox Controller and Portal License

All systems require one controller and license for the size of the system. The controller choices are differentiated by processing power which determines the number of portals, concurrent users and video motion events that can be supported. **Events per Second (EPS) is S2's measure of processing capability for the Network Controller.** When capturing video based on motion or other characteristics detected by the video system and displayed on the NetBox the number of event per second will be affected. Event traffic from video servers impacts the network controller (note: the number of video cameras does not impact performance, just the event traffic). For help determining your needs, work with S2 Sales Support prior to deploying an S2 system (s2salesengineering@s2sys.com or +1 508-663-2500 option 2).

There are four performance tiers of the S2 Network Controller which is the system server. The tiers provide hardware that supports up to 32, 256, 1,792 or 7,168 portals respectively. Select only (1) Network Controller from the categories below:

A. S2 NetBox Controllers (4, 16, 32 Portals)

The latest edition of the S2 NetBox comes in a single wall mount cabinet with 7 slots for either ACM, Input, Output, or Temperature blades. The first left-hand slot contains the Network Node board. On the left side of the cabinet are the new Controller board and the SAM-E module. The SAM-E module provides a three port network switch and control buttons which are accessed from the left exterior of the cabinet. This controller scales up to 32 portals, 32 nodes and 5 concurrent users. A one year software upgrade and support plan and a two year hardware warranty are included with these systems.

Please note:

- *Only one network drop is required per cabinet.*
- *Two IP addresses are required; one for the controller and one for the node.*
- *Seven option slots are available in this Network Controller Cabinet*
- *You may connect this controller to standard S2 network node enclosures (-WM/-RM).*

Part Number	Description	Unit Price (USD)
S2-NB4-E2R-WM	S2 NetBox System Controller Enclosure with support for 2 readers Includes 4 portal license, (1) ACM and 6 empty slots in wall mount enclosure.	2,978
S2-NB4-E4R-WM	4 readers ... (2) ACMs and 5 empty slots in wall mount enclosure.	3,898
S2-NB16-E2R-WM	S2 NetBox System Controller Enclosure with support for 2 readers Includes 16 portal license, (1) ACM and 6 empty slots in wall mount enclosure.	4,512
S2-NB16-E4R-WM	4 readers ... (2) ACMs and 5 empty slots in wall mount enclosure.	5,318
S2-NB16-E6R-WM	6 readers ... (3) ACMs and 4 empty slots in wall mount enclosure.	6,146
S2-NB16-E8R-WM	8 readers ... (4) ACMs and 3 empty slots in wall mount enclosure.	6,932
S2-NB16-E10R-WM	10 readers ... (5) ACMs and 2 empty slots in wall mount enclosure.	7,720

S2-NB16-E12R-WM	12 readers ... (6) ACMs and 1 empty slot in wall mount enclosure.	8,516
S2-NB16-E14R-WM	14 readers ... (7) ACMs and no empty slot in wall mount enclosure.	9,294
S2-NB32-E2R-WM	S2 NetBox System Controller Enclosure with support for 2 readers <i>Includes 32 portal license,</i> (1) ACM and 6 empty slots in wall mount enclosure.	6,482
S2-NB32-E4R-WM	4 readers ... (2) ACMs and 5 empty slots in wall mount enclosure.	7,268
S2-NB32-E6R-WM	6 readers ... (3) ACMs and 4 empty slots in wall mount enclosure.	8,056
S2-NB32-E8R-WM	8 readers ... (4) ACMs and 3 empty slots in wall mount enclosure.	8,842
S2-NB32-E10R-WM	10 readers ... (5) ACMs and 2 empty slots in wall mount enclosure.	9,630
S2-NB32-E12R-WM	12 readers ... (6) ACMs and 1 empty slot in wall mount enclosure.	10,416
S2-NB32-E14R-WM	14 readers ... (7) ACMs and no empty slot in wall mount enclosure.	11,204

B. S2 NetBox VR and S2 NetBox VR Quatro - Converged Video and Access Controller

- A groundbreaking new single box solution for integrated IP Video, Alarms, Access Control and Temperature Monitoring
- NO software license or camera licenses to buy; No software to load or integrate. Ready out of the box!
- 100% browser interface with full motion video, 25/30 fps
- Revolutionary new features like the Forensic Desktop function quickly locates and exports important video clips
- Many common readers and camera brands supported
- Pricing and features targeted for the Small to Medium Enterprise SME market
- Delivered as a 2U rack or tabletop mountable appliance. Nodes sold separately.
- In order to ensure continuity of service we recommend that you register your VR Series product online (<http://s2sys.com/dashboard/product-registration/>) before or soon after it is installed.

Part Number	Description	Unit Price (USD)
S2-NETBOXVR-2TB-8	S2 NetBox VR System Controller (32 portals, 8 cameras) Includes 32 portal license and 8 IP camera capacity. Contains 2 TB of onboard storage.	7,050
S2-NETBOXVR-4TB-16	S2 NetBox VR System Controller (32 portals, 16 cameras) Includes 32 portal license and 16 IP camera capacity. Contains 4 TB of onboard storage.	9,590

- S2 NetBox VR Quatro provides a one box solution including Access (ACM) blades and VMS storage in one unit.

Part Number	Description <i>NEW!!!</i>	Unit Price (USD)
S2-QUATROVR-1TB-4	S2 NetBox VR Quatro System Controller (4 portals, 4 cameras) Includes 4 portal license and 4 IP camera capacity. Contains 1 TB of onboard storage and 1 S2-ACM blade (expandable to 4 blades).	4,390
S2-QUATROVR-2TB-4	S2 NetBox VR Quatro System Controller (4 portals, 4 cameras) Includes 4 portal license and 4 IP camera capacity. Contains 2 TB of onboard storage and 1 S2-ACM blade (expandable to 4 blades).	6,374
S2-QUATROVR-3TB-4	S2 NetBox VR Quatro System Controller (4 portals, 4 cameras) Includes 4 portal license and 4 IP camera capacity. Contains 3 TB of onboard storage and 1 S2-ACM blade (expandable to 4 blades).	7,624
S2-QUATROVR-4CAM	4 IP Camera Add-on License (8 cameras max)	790
S2-QUATROVR-R4	4 Portal Add-on License (8 portals max). Portal License only.	790

C. S2 NetBox Extreme Controller (up to 256 Portals)

- The S2 NetBox Extreme Controller supports up to 256 portals, 64 nodes, and 10 concurrent users;
- Available in either a wall mount (-WM) or a rack mount (-RM) form factor
- Includes a lightweight aluminum enclosure with key lock, status LED, tamper switch and AC to DC power supply.
Note: no application blades may be added to this enclosure.
- This controller has an EPS of 10 and comes standard with an 8GB SSD which will support upwards of 40 million online transactions.

Part Number	Description	Unit Price (USD)
S2-EXT-16-WM S2-EXT-16-RM	S2 NetBox Extreme Controller w/ 16 portal license	3,000
S2-EXT-32-WM S2-EXT-32-RM	S2 NetBox Extreme Controller w/ 32 portal license	4,300
S2-EXT-64-WM S2-EXT-64-RM	S2 NetBox Extreme Controller w/ 64 portal license	9,500
S2-EXT-128-WM S2-EXT-128-RM	S2 NetBox Extreme Controller w/ 128 portal license	13,500
S2-EXT-192-WM S2-EXT-192-RM	S2 NetBox Extreme Controller w/ 192 portal license	17,500
S2-EXT-256-WM S2-EXT-256-RM	S2 NetBox Extreme Controller w/ 256 portal license	21,700

D. S2 Enterprise Select Controller

- The S2 Enterprise Select Controller supports up to 1,792 portals (14x128) or 128 nodes, and up to 25 concurrent users.
- 1U rack mount (-RM) form factor.
- Solid State Drive
- DOES NOT SUPPORT High Availability (HA) Option
- This controller has an EPS of 30

Note: no application blades may be added to this enclosure.

Part Number	Description	Unit Price (USD)
S2-SELECT-128	S2 Enterprise Select Controller w/ 128 portal license	17,500
	64 portal expansion for new systems	
S2-NR64	Increases new S2 Enterprise Select and S2 Enterprise Ultra2 system license by 64 portal increments.	4,000

E. S2 Enterprise Ultra2 Controller

- The S2 Enterprise Ultra2 Controller supports up to 7,168 portals (14x512), 512 nodes, and up to 35 concurrent users.
- 2U rack mount (-RM) form factor.
- Dual solid state drives in a software raid 1 configuration.
- This controller has an EPS of 96.

NOTE: no application blades may be added to this enclosure.

Part Number	Description	Unit Price (USD)
S2-ULTRA2-128	S2 Enterprise Ultra2 Controller w/ 128 portal license	25,500
	64 portal expansion for new systems	
S2-NR64	Increases new S2 Enterprise Select and S2 Enterprise Ultra2 system license by 64 portal increments.	4,000

F. S2 Enterprise Exacta100 Controller – Supports High Availability

- The S2 Enterprise Exacta Controller supports up to 7,168 portals (14x512), 512 nodes, and up to 35 concurrent users.
- 2U rack mount (-RM) form factor.
- Dual solid state drives in a raid 1 configuration.
- This controller has an EPS of 96.
- This controller SUPPORTS S2 Avance High Availability (HA) Option

NOTE: no application blades may be added to this enclosure.

Part Number	Description	Unit Price (USD)
S2-EX100-128	S2 Enterprise Exacta100 Controller w/ 128 portal license	28,750
S2-NR64	64 portal expansion for new systems Increases new S2 Enterprise Select and S2 Enterprise Ultra2 system license by 64 portal increments.	4,000
S2-EX100-HA	S2 Avance High Availability option for S2 Enterprise Exacta Controller Detects hardware/software faults of primary S2 Enterprise Exacta100 Controller and automatically redirects to the secondary controller (REQUIRES 2 identically configured Exacta100 controllers – 2 nd controller at 50% of Primary Controller price). Controllers must be co-located to maintain defined minimum network latency requirements.	24,990

G. S2 Global

- SMS access control database that can be managed centrally, remotely or both
- Scales to thousands of locations on a single Global server
- SOC (Security Operations Center) alarm management software handles multiple simultaneous operators
- Home page provides immediate access to data at any remote site
- Integration with S2 NetVR and NetBox VR for distributed VMS management
- Person Management at both the local and global levels
- Report facility integrates activity from remote devices into aggregated reports that can be auto-scheduled, producing PDF results delivered via email

Part Number	Description	Unit Price (USD)
S2-EX500	S2 Enterprise Exacta500 Global Server	PER QUOTE
S2-GLOBAL	S2 Global S2 Global Server manages multiple controllers from a single user interface including: monitoring, administration, and reporting. Works with S2 NetBox, Extreme, Enterprise Select / Ultra2 / Exacta controllers. Contact sales@s2sys.com for a quote or with questions.	PER QUOTE

Step 2: Select Options for your S2 Controller

The following options are licensed to your system controller. Not all options are available on every version S2 Controller – Please see the chart at the beginning for a quick reference. Options include:

- A. S2 Identity Management Solutions.
- B. Database Partitioning
- C. DMP Panel Integration

A. S2 System Identity Management Solutions

S2 NetBox Identity Management Solutions allow you to build photo ID badge production into your S2 systems with ease. The Identity Management Solution works from your web browser. Viewing and importing of photos can occur anywhere; badge production stations are required only for printing and live photo acquisition.

There are two components to choose from:

1. *Base identity management license:* this includes software for designing badge backgrounds and for printing from a single print station. Each Identity Management Solution requires one base license.
2. *Additional badge production stations:* Stations beyond the first can be added as desired. This allows users at multiple remote locations to queue badges print to a single location that has the Badge Design & Print Station avoiding the need to have multiple remote badge design & print stations.

Badging system features include:

- Camera Facial Recognition Driver Support (Canon cameras only) enables the use of certain consumer digital cameras as photo ID capture devices. Functionality includes face-finding, image centering, and full software control over image acquisition.
- PC-based Badge Design Software: Each Badging & Print Station provides the PC software (requires PC with Windows XP) necessary to design and print badges from a single point.
- Each S2 system stores person images, signatures and card layouts so that web based users can select a person and the layout they require and send a print request to the Badge Designer & Print Station.
- Users at multiple remote locations may queue badges for printing at a single location.
- A list of supported cameras can be found here:
http://support.iwsinc.com/Support/EPISuite_compatible_hardware.cfm?Device=Image%20Capture
- Signature capture pads, for a list see:
http://support.iwsinc.com/Support/EPISuite_compatible_hardware.cfm?Device=Signature%20Pad
- For supported printers refer to:
http://support.iwsinc.com/Support/EPISuite_compatible_hardware.cfm

Part Number	Description	Unit Price (USD)
S2-IDC-16	Identity Management for systems with 4 or 16 portals One User ID Badge Designer & Print Station License. Supports up to 10,000 badges. Includes Camera Facial Recognition driver support	1,990
S2-IDC-32	Identity Management for systems with 32 portals One User ID Badge Designer & Print Station License. Supports up to 20,000 badges. Includes Camera Facial Recognition driver support	2,990
S2-IDA-32	Additional ID Badge Designer & Print Station License for systems with 32 portals	1990
S2-IDC-64	Identity Management for systems with 64 portals One User ID Badge Designer & Print Station License. Supports up to 40,000 badges. Includes Camera Facial Recognition driver support	5,490

S2-IDA-64	Additional ID Badge Designer & Print Station License for systems with 64 portals	3,500
S2-IDC-128	Identity Management for systems with at least 128 portals One User ID Badge Designer & Print Station License. Supports up to 80,000 badges. Includes Camera Facial Recognition driver support.	6,990
S2-IDA-128	Additional ID Badge Designer & Print Station for systems with at least 128 portals	4,500

B. S2 System Database Partitioning

Database Partitioning (S2-DBP) is available on S2 S2NetBox Extreme, and S2 Enterprise Select/Ultra2/Exacta100 systems.

- Enables a single system to be divided into multiple smaller systems for applications that require simultaneous management of multiple populations of people and resources.
- Each partition appears as if it were a separate system, with its own nodes and users.
- Partitions can share user roles and access levels with other partitions.
- Each node and its' associated resources must belong to only ONE partition. Includes 2 hours of Professional Services design and implementation support. Additional hours will be charged at the current Professional Services (S2-PRO-TS) rate.
- Converting existing systems to a multi-partition configuration may require additional Professional Services time.

NOTE: There is no limit to the number of partitions that can be added to a system. However, the number of possible partitions is limited by several aspects of system performance. Contact Sales Support (s2salesengineering@s2sys.com or +1 508-663-2500 option 2) to determine if your application is supportable with this feature and for assistance in designing a system utilizing this option.

Part Number	Description	Unit Price (USD)
S2-DBP	Database Partitioning for S2 NetBox Extreme, and S2 Enterprise Select/Ultra2/Exacta100. System Partitioning License	8,000

C. S2 System DMP XR 500 Integration

The DMP panel integration is available on S2 NetBox, S2 NetBox VR, S2 NetBox VR Quatro, S2 S2NetBox Extreme, and S2 Enterprise Select/Ultra2/Exacta100 systems. Each DMP panel that is connected to an S2 Network Controller requires a separate DMP Panel license.

Part Number	Description	Unit Price (USD)
S2-DMP	Digital Monitoring Products - Price Per DMP Panel Integration DMP XR500 Integration with S2 NetBox, S2 NetBox Extreme, S2 Enterprise Select, S2 Enterprise Ultra2, and S2 Enterprise Exacta100.	300

Step 3: Select your S2 Network Nodes

The number of nodes you need depends upon how you lay out your system. If you wish to use your own enclosure(s), you can order blade components without enclosures by selecting the required number of blades and (1) installation kit (S2-INST) per S2 Network Node.

You may mix and match ANY combination of four types of nodes offered by S2: the standard S2 Network Node, the S2 NetDoor MicroNode, S2 Mercury Nodes, or ASSA Wireless/POE Door Locks.

A. S2 Network Node Packages

- Every S2 Network Node (S2-NN) enclosure consists of a Network Node blade and from one to seven application blades. The Network Node blade handles the memory and communications for the node. The application blades provide support for readers, inputs, outputs, and temperature points.
- You can freely mix and match application blades; there are no limitations other than the limit of seven application blades per node/enclosure.
- Each S2 Network Node enclosure includes an S2 Network Node in a lightweight aluminum enclosure (wall mount -WM or rack mount -RM) form factor with key lock, status LED, tamper switch and a AC to DC power supply (wall mount unit - battery backup capable).

Part Number	Description	Expansion Slots Used/ Available	Unit Price (USD)
S2-NN-E2R-WM S2-NN-E2R-RM	S2 Network Node with support for 2 readers (4 inputs/4 outputs) Includes (1) 2 reader access control blade.	6-Jan	2,478(-WM) 2,810(-RM)
S2-NN-E4R-WM S2-NN-E4R-RM	S2 Network Node with support for 4 readers (8 inputs/8 outputs) Includes (2) 2 reader access control blades.	5-Feb	3,294(-WM) 3,630(-RM)
S2-NN-E6R-WM S2-NN-E6R-RM	S2 Network Node with support for 6 readers (12 inputs/12 outputs) Includes (3) 2 reader access control blades.	4-Mar	4,114(-WM) 4,448(-RM)
S2-NN-E8R-WM S2-NN-E8R-RM	S2 Network Node with support for 8 readers (16 inputs/16 outputs) Includes (4) 2 reader access control blades.	3-Apr	4,932(-WM) 5,266(-RM)
S2-NN-E10R-WM S2-NN-E10R-RM	S2 Network Node with support for 10 readers (20 inputs/20 outputs) Includes (5) 2 reader access control blades.	2-May	5,752(-WM) 6,084(-RM)
S2-NN-E12R-WM S2-NN-E12R-RM	S2 Network Node with support for 12 readers (24 inputs/24 outputs) Includes (6) 2 reader access control blades.	1-Jun	6,568(-WM) 6,904(-RM)
S2-NN-E14R-WM S2-NN-E14R-RM	S2 Network Node with support for 14 readers (28 inputs/28 outputs) Includes (7) 2 reader access control blades.	Jul-00	7,388(-WM) 7,720(-RM)
S2-NN-E-WM S2-NN-E-RM	S2 Network Node No accessory application blades included	0/7	2,298(-WM) 2,634(-RM)
S2-RMK	S2 Network Node (-RM) Enclosure Accessory Rails Optional Rail Mount Installation Kit for use in EIA standard 19" (48 cm) equipment racks, 15" (38 cm) depth	N/A	210

Application Option Blades

S2 NetBox application blades allow you to tailor your S2 Network Nodes to meet application specifications. You can install application blades in unused slots in network node enclosures at any time and the system will automatically recognize their presence.

Part Number	Description	Unit Price (USD)
S2-ACM	Access control application extension blade: support for 2 readers, 4 inputs, 4 outputs	788
S2-INP	Supervised input application extension blade: 8 inputs	478
S2-OUTP	Relay controlled output application extension blade: 8 outputs	578
S2-TEMP	Temperature Input application extension blade: 8 temperature inputs	536
S2-TEMP-PR	Temperature Sensor probe, each (up to 8 can be used with an S2-TEMP blade)	150

B. S2 NetDoor MicroNode Packages

- Each S2 NetDoor MicroNode enclosure includes an S2 NetDoor MicroNode in a small lightweight aluminum enclosure wall mount (-WM) form factor.
- Provides 2 readers, 4 inputs, 4 outputs (two outputs switchable to power locks) one temp input point, locking enclosure with network status light. **Note: check MicroNode hardware installation guide for power limitations.**

Part Number	Description	Expansion Slots Used/ Available	Unit Price (USD)
S2-NDMN	S2 NetDoor MicroNode w/ enclosure	N/A	1,446
S2-NDMN-MP	S2 NetDoor MicroNode w/ mounting plate	N/A	1,404

C. Remote Lock Integration

Integration to select ASSA ABLOY Locksets (Sargent v.S1, v.S2, PERSONA P1, P2) is available on the S2 NetBox, S2 NetBox VR, S2 NetBox Extreme, and S2 Enterprise Select/Ultra2/Exacta100 systems.

- This integration license must be purchased for each Remote Lockset connected to the system. ***This is in addition to the total system portal licensing that is already required to be in place.***

For Off-line locks (Wi-Fi)

- Regardless of the total number of remote locks on the system, implementing this feature will count as 10 nodes connected to the system at one time and must be calculated into the total node count in this way.
- Normal communication to the lockset takes place only once per day for a brief period. At this time activity is downloaded from and database changes are uploaded to the device (programming allows the setup of break-thru alarms). Certain functions will not be possible in real time, such as remote door control and threat level changes.

For On-line locks (PoE) ***available starting with version 4.3***

- Each lock counts as a node on the system
- Real time events and control are possible, including threat level control and door unlock commands.

For design assistance contact S2 Sales Support (S2salesengineering@s2sys.com or +1 508-663-2500 option 2).

Part Number	Description	Unit Price (USD)
S2-RLI	Remote Lock Integration Integration per ASSA-ABLOY Wi-Fi based lockset.	300
S2-RLI-POE	Remote Lock Integration Integration per ASSA-ABLOY PoE based lockset.	300

D. S2 Mercury Node Packages

The integration of access control hardware from Mercury Security Corporation into an S2 Security management system gives users of a legacy physical security system immediate access to the advanced third generation S2 system.

Important configurations note: S2 cannot be responsible for Mercury configurations or conversions that have not been reviewed by S2 Sales Support (s2salesengineering@s2sys.com or +1 508-663-2500 option 2).

- Mercury (EPs) Intelligent Controllers communicate directly with a Network Controller similarly to an S2 Network Node.
- Mercury nodes can integrate with controllers running Version 4.1 and later.
- Mercury Nodes work with S2 Netbox, S2 NetBox VR, S2 Netbox Extreme, and S2 Enterprise Select/Ultra2/Exacta100 systems.
- You may purchase a license to integrate existing EP (1501, 1502, 2500) Mercury Controllers or purchase new Mercury controller boards from S2.
 - Supported Mercury Intelligent Controllers (EPs):
 - EP2500: Intelligent Node: 32 MB RAM, Ethernet (two 485 ports for downstream SIOs)
 - EP1502: Intelligent Dual Reader Node: 16 MB RAM, Ethernet, 2 readers, 8 inputs, 4 relays (one 485 port for downstream SIOs)
 - EP1501: Intelligent Single Door Node: PoE, single door, 2 readers, 2 inputs, 2 outputs (no SIO ports available)
 - Supported Mercury Interface Modules:
 - MR-50 Reader Interface Module: 1 reader (magnetic stripe or Wiegand), 2 inputs, 2 relays
 - MR-52 Reader Interface Module: 2 readers (magnetic stripe or Wiegand), 8 inputs, 6 relays
 - MR-16in Input Monitor Module: 16 inputs (zones), 2 relays
 - MR-16out: Relay Output Control Module: 16 relays
 - MUX8 is an 8-port multi-device interface panel

NOTE: Please check our Tech Note 17 Integrating Mercury Access Control Hardware and other supporting document by logging in to the Support Central section of our S2 website www.s2sys.com.

Mercury Controllers and SIO's

Part Number	Description	Unit Price (USD)
S2-EP 1501	EP 1501 Single Door Controller, POE, 2 Readers, 2 Inputs, 2 Outputs	980
S2-EP-1502	EP 1502 Intelligent Controller, 16M, 2 Readers, 8 Inputs, 4 Outputs	1990
S2-EP-2500	EP 2500 Intelligent Controller, 32M	2190
S2-MR-50	MR50 Reader Interface Module, 1 Reader, 2 Inputs, 2 Outputs	390
S2-MR-52	MR52 Reader Interface Module, 2 Readers, 8 Inputs, 6 Outputs	770
S2-MR-16IN	MR-16IN 16 Input Module	850
S2-MR-16OUT	MR-16OUT 16 Output Module	850

S2-MUX8

MUX8 is an 8-port multi-device interface panel

704

Mercury Integration Licenses (when connecting a pre-existing panel)

Part Number	Description	Unit Price (USD)
S2-EP-1501-LIC	EP 1501 Controller License Fee	300
S2-EP-1502-LIC	EP 1502 Controller License Fee	300
S2-EP-2500-LIC	EP 2500 Controller License Fee	300
S2-MR-50-LIC	MR50 License Fee	50
S2-MR-52-LIC	MR52 License Fee	90

Step 4: S2 Video Management Solutions

S2 Video Management System (VMS) integration allows you to tightly integrate you S2 Access Control Systems with either S2's own NetVR Video Management System or other leading VMS, NVR and DVR systems. Video storage is managed by the VMS, DVR or NVR while the S2 activity log records video events and/or S2 System events can initiate video recording. In this way, video events are much easier to locate and review. Like all S2 capabilities, the Video Management Solution works from your web browser.

A. S2 NetVR Integrated Video Management System

Video Management System (NetVR) single appliance solution for use with S2 NetBox and S2 Enterprise product lines.

- A groundbreaking new single box solution for browser based IP Video
- NO software license or camera licenses to buy; no software to load or integrate. Ready out of the box!
- 100% browser interface with *full motion* video, 25/30 fps
- Revolutionary new features like the Forensic Desktop function quickly locates and exports important video clips
- Many common camera brands supported
- Pricing and features targeted for the Small to Medium Enterprise SME market
- Integrates seamlessly to all S2 NetBox and S2 Enterprise SMS models
- In order to ensure continuity of service we recommend that you register your VR Series product online (<http://s2sys.com/dashboard/product-registration/>) before or soon after it is installed.

Part Number	Description	Unit Price (USD)
S2-NETVR-2TB-8	S2 NetVR Unit with 8 IP cameras Licensed for 8 IP cameras. Contains 2 TB of onboard storage.	5,990
S2-NETVR-4TB-16	S2 NetVR Unit with 16 IP cameras Licensed for 16 IP cameras. Contains 4 TB of onboard storage.	7,790



B. Milestone VMS Software and Integration (Purchased through S2 Security)

Supported Milestone products include XProtect Corporate, XProtect Enterprise, and XProtect Professional. The products below include the S2 integration license as well as the Milestone software license.

S2 Part Number (Milestone Part)	Description	MSRP
S2-NVR-MSE (XPEBL)	Milestone Systems XProtect Enterprise NVR Server Software Includes server integration license for use with S2 NetBox, S2 NetBox Extreme, S2 Enterprise Select and S2 Enterprise Ultra2 systems. One required per system.	1,999
S2-NVR-MSCAME (XPECL)	Milestone Systems XProtect Enterprise NVR License Integration license for use with S2 NetBox, S2 NetBox Extreme, S2 Enterprise Select and S2 Enterprise Ultra2 systems. One license is required for each camera on the system.	269
S2-NVR-XMSE (YXPEBL)	12 month Periodic Maintenance Agreement (PMA) for Milestone XProtect Enterprise NVR Server	360
S2-NVR-XMCE (YXPECL)	12 month Periodic Maintenance Agreement (PMA) for Milestone XProtect Enterprise Camera (per camera)	49
S2-NVR-MSP (XPPBL)	Milestone Systems XProtect Professional NVR Server Software Includes server integration license for use with S2 NetBox, S2 NetBox Extreme, S2 Enterprise Select and S2 Enterprise Ultra2 systems. One required per system.	500
S2-NVR-MSCAMP (XPPCL)	Milestone Systems XProtect Professional NVR License Integration license for use with S2 NetBox, S2 NetBox Extreme, S2 Enterprise Select and S2 Enterprise Ultra2 systems. One license is required for each camera on the system.	140
S2-NVR-XMSP (YXPPBL)	12 month Periodic Maintenance Agreement (PMA) for Milestone XProtect Professional NVR server	90
S2-NVR-XMCP (YXPPCL)	12 month Periodic Maintenance Agreement (PMA) for Milestone XProtect Professional Camera (per camera)	26
S2-NVR-MSC (XPCOBT)	Milestone Systems XProtect Corporate NVR Server Software Includes server integration license for use with S2 NetBox, S2 NetBox Extreme, S2 Enterprise Select and S2 Enterprise Ultra2 systems. One required per system.	3,183
S2-NVR-MSCAMC (XPCODL)	Milestone Systems XProtect Corporate NVR License Integration license for use with S2 NetBox, S2 NetBox Extreme, S2 Enterprise Select and S2 Enterprise Ultra2 systems. One license is required for each camera on the system.	329
S2-NVR-XMSC (YXPCOBT)	12 month Periodic Maintenance Agreement (PMA) for Milestone XProtect Corporate NVR server	575
S2-NVR-XMCC (YXPCODL)	12 month Periodic Maintenance Agreement (PMA) for Milestone XProtect Corporate Camera (per camera)	60

1. Milestone Systems requires Integrators to complete factory authorized training prior to selling the products. For more information see www.milestonesys.com.
2. Only one server license purchase is required per system. Multiple PC servers can be added as cameras are added. To calculate server requirements see:
[http://www.milestonesys.com/support/technical+support/faq/estimator and calculators/storage+calculator](http://www.milestonesys.com/support/technical+support/faq/estimator+and+calculators/storage+calculator)
3. For a list of IP cameras supported by Milestone XProtect Enterprise/Professional Software go to:
<http://www.milestonesys.com/support/technical+support/supported+hardware>
4. The Camera license and Software base license Maintenance Agreements are optional with Milestone Software and are called Periodic Maintenance Agreement (PMA). *If you are purchasing Milestone NVR software and want the PMA for the first year you will need to add it.*

C. S2 Video Management System Integration (VMS) Licenses for third party DVR and NVR integration

S2 supports a growing list of third party video system vendors who have integrated their system with S2 using our OVID interface, including: Avigilon, Exacq, Milestone, ONSSI, Salient and Video Insight. Only the integration license is included here, please contact the VMS vendor for their software licenses.

Part Number	Description	Unit Price (USD)
S2-VMS-B-AV	Avigilon Control System Software Integration License Initial VMS integration Option, Avigilon Control System Software integration license for (4) cameras. Requires S2 software version 4.3.	500
S2-VMS-C-AV	Avigilon Control System VMS Integration License VMS Integration license per camera beyond the first (4) camera integration license included with the initial license. Requires S2 software version 4.3.	150
S2-VMS-B-EX	ExacqVision VMS Software Integration License Initial VMS integration Option, ExacqVision v4.1 VMS integration license for (4) cameras. Requires S2 SMS software version 4.1 or later	500
S2-VMS-C-EX	ExacqVision VMS Integration License VMS integration license per camera beyond the (4) camera integration license included with the initial integration Option license. Requires S2 SMS software version 4.1 or later.	150
S2-VMS-B-MS	Milestone XProtect VMS Software Integration License Initial VMS integration Option, Milestone Systems XProtect Enterprise/Professional/Corporate integration license for (4) cameras (use when Milestone XProtect Enterprise/Professional Server software is not purchased from S2).	500
S2-VMS-C-MS	Milestone XProtect VMS Integration License VMS integration license per camera beyond the (4) camera integration license included with the initial integration Option license. (use when Milestone XProtect Enterprise/Professional/Corporate software license is not purchased from S2).	150

S2-VMS-B-ON	ONSSI NetDVMS Software Integration License Initial VMS integration Option, ONSSI NetDVR VMS integration license for (4) cameras.	500
S2-VMS-C-ON	ONSSI NetDVMS Integration License VMS integration license per camera beyond the (4) camera integration license included with the initial integration Option license.	150
S2-VMS-B-SL	Salient VMS Software Integration License Initial VMS integration Option, Salient CompleteView ONE, Pro, or Enterprise v3.5.2 VMS integration license for (4) cameras. Requires S2 SMS software version 4.1 or later.	500
S2-VMS-C-SL	Salient VMS Integration License VMS integration license per camera beyond the (4) camera integration license included with the initial integration Option license. Requires S2 SMS software version 4.1 or later.	150
S2-VMS-B-VI	Video Insight IP Video Surveillance Software Integration License Initial VMS integration Option, Video Insight IP Video Surveillance integration license for (4) cameras. Requires S2 controller software version 4.2.	500
S2-VMS-C-VI	Video Insight IP Video Surveillance Integration License VMS Integration license per camera beyond the (4) camera integration license included with the initial integration Option license. Requires S2 controller software version 4.2.	150

STEP 5: Software Upgrade, Support and Hardware Warranty Plans

S2 provides the following software upgrade, support and hardware warranty plans:

- A. Software Upgrade and Support Plans
 - S2 NetBox and S2 Enterprise level systems
 - Converged Video Access systems (NetBox VR, including Quatro)
 - Video Management units (NetVR)
 - High Availability
 - Global
- B. Enhanced Controller Hardware Warranty
- C. End User Support Plans

A. Software Upgrade and Support Plans

All new S2 NetVR units, NetBox, S2 NetBox VR, S2 NetBox Extreme, and S2 Enterprise Select/Ultra2/Exacta100 systems include software upgrade and telephone support entitlements for 12 months from the date of shipment from S2 Security. After the first 12 months authorized integrators must have in effect a current Software Upgrade and Support Plan to be entitled to telephone technical support and new releases of the base software for their customers.

Note:

- Telephone support is for certified technicians from S2 Certified Integrators, not direct to end users or uncertified staff, and is provided during normal tech support business hours.
- The software upgrade entitlement includes, patches and new versions with standard features, but does not include new or additional products such as IP Video, etc.
- Please check the **Support/Utility>About** screen for your system's "Expiration Date".
- Contact Technical Support by calling +1 508-663-2505 or emailing support@s2sys.com

Support Plans for S2 NetBox, S2 NetBox Extreme, and S2 Enterprise Select/Ultra2/Exacta100 systems

Part Number	Pricing for New Systems and Systems with a valid Support Plan	Unit Price (USD)
S2-SUSP-16	One year Software Upgrade and Support Plan for 4 or 16 portal systems.	500
S2-SUSP-32	One year Software Upgrade and Support Plan for 32 portal systems.	900
S2-SUSP-64	One year Software Upgrade and Support Plan for 64 portal systems.	2,500
S2-SUSP-128	One year Software Upgrade and Support Plan for 128 portal systems.	5,000
S2-SUSP-S64	One year Software Upgrade and Support Plan for S2 NetBox Extreme, S2 Enterprise Select, Ultra2, and Exacta systems larger than 128 portals (priced per block of 64 portals beyond the base of 128)	1,000

Part Number	Pricing for Systems with Expired Support Plans	Unit Price (USD)
S2-SUSPEXP-16	One year Software Upgrade and Support Plan for 4 or 16 portal systems not currently under a valid Support Plan	700
S2-SUSPEXP-32	One year Software Upgrade and Support Plan for 32 portal systems not currently under a valid Support Plan	1,200
S2-SUSPEXP-64	One year Software Upgrade and Support Plan for 64 portal systems not currently under a valid Support Plan	3,200
S2-SUSPEXP-128	One year Software Upgrade and Support Plan for S2 NetBox Extreme, S2 Enterprise Select, Ultra2, and Exacta systems with 128 portals that are not currently under a valid Support Plan	6,400

S2-SUSPEXP-S64	One year Software Upgrade and Support Plan for S2 NetBox Extreme, S2 Enterprise Select, Ultra2, and Exacta systems with more than 128 portals that are not currently under a valid Support Plan. Priced per block of 64 portals beyond the base of 128 portals.	1,400
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Support Plans for Converged Video/Access Systems (NetBox VR, Quatro)

Part Number	Pricing for New Systems and Systems with a valid Support Plan	Unit Price (USD)
S2-SUSP-NBVR-8	One year Software Upgrade and Support Plan for an 8 IP camera NetBox VR system.	1,190
S2-SUSP-NBVR-16	One year Software Upgrade and Support Plan for a 16 IP camera NetBox VR system.	1,390
S2-SUSP-QUATRO	One year Software Upgrade and Support Plan for a 1, 2, or 3 TB NetBox VR Quatro system.	990

Part Number	Pricing for Systems with Expired Support Plans	Unit Price (USD)
S2-SUSPEXP-NBVR-8	One year Software Upgrade and Support Plan for an 8 IP camera NetBox VR system not currently under a valid Support Plan.	1,590
S2-SUSPEXP-NBVR-16	One year Software Upgrade and Support Plan for a 16 IP camera NetBox VR system not currently under a valid Support Plan.	1,898
S2-SUSPEXP-QUATRO	One year Software Upgrade and Support Plan for a 1, 2, or 3 TB NetBox VR Quatro system not currently under a valid Support Plan.	1,390

Support Plans for Video Management Units (NetVR)

Part Number	Pricing for New Units and Units with a valid Support Plan	Unit Price (USD)
S2-SUSP-VR-8	One year Software Upgrade and Support Plan for an 8 IP camera NetVR unit (video only).	590
S2-SUSP-VR-16	One year Software Upgrade and Support Plan for a 16 IP camera NetVR unit (video only).	790

Part Number	Pricing for Units with Expired Support Plans	Unit Price (USD)
S2-SUSPEXP-VR-8	One year Software Upgrade and Support Plan for an 8 camera NetVR unit not currently under a valid Support Plan (video only).	990
S2-SUSPEXP-VR-16	One year Software Upgrade and Support Plan for a 16 camera NetVR unit not currently under a valid Support Plan (video only).	1,298

Support Plans for the High Availability option

Part Number	Pricing for New Systems and Systems with a valid Support Plan	Unit Price (USD)
S2-SUSP-HA	One year Software Upgrade and Support Plan for Enterprise Exacta100 systems with the S2 Avance Hot Standby Option. (NOTE: the main controller must also be under a standard SUSP). Covers two paired controllers.	4,990

Part Number	Pricing for Systems with Expired Support Plans	Unit Price (USD)
S2-SUSPEXP-HA	One year Software Upgrade and Support Plan for Enterprise Exacta100 systems with the S2 Avance Hot Standby Option not currently under a valid Support Plan. Note – the main controller must also be under a standard SUSP.	5,990

Support Plans for Global

Part Number	Pricing for New Systems and Systems with a valid Support Plan	Unit Price (USD)
S2-SUSP-GLOBAL	One year Software Upgrade and Support Plan for Global systems. (NOTE: all integrated controllers must also be under a standard SUSP)	PER QUOTE

Part Number	Pricing for Systems with Expired Support Plans	Unit Price (USD)
S2-SUSPEXP-GLOBAL	One year Software Upgrade and Support Plan for Global systems not currently under a valid Support Plan. (NOTE – all integrated controllers must also be under a standard SUSP)	PER QUOTE

SUSP program and discount options

Option 1: SUSP Auto-Renewal Program

S2 can now automatically invoice and send out updated license keys on an annual basis. By opting into this program an integrator can focus more on servicing his/her customers and less on tedious administrative tasks. To opt into this program simply submit a blanket PO for your SUSP and include the phrase "SUSP Auto-Renewal Program".

Option 2: Multi-Year SUSP Renewal Discount

S2 is offers Integrators a 10% discount if you renew an SUSP for 2 years (in advance) and 15% if you renew 3+ years (in advance).

Option 3: New System SUSP Extension Discount

New S2 systems ship with a 1 year SUSP which expires 12 months from the date the system is turned on, with a maximum turn on date of 90 days from invoice. S2 offers Integrators discounts if you opt to purchase extended SUSPs at the time of your new system purchases:

- o 10% discount if the SUSP is extended for 1 year
- o 15% discount if the SUSP is extended for 2+ years

B. Enhanced Controller Hardware Warranty & Technology Refresh Option (New Every Three Program)

The New Every Three Program allows for a system controller to be upgraded or replaced one time only during the warranty coverage period for any non-warranty purpose provided the warranty program is purchased without lapse for the entire warranty period. No other system hardware items are covered under this warranty. The system must be under a valid Software Upgrade and Support Plan in order to receive the controller upgrade or replacement. Prices in the following table are annual prices (3 year commitment required).

Part Number	Description – Price/Year (3 Year Commitment)	Unit Price (USD)
S2-EXT-WAR-3	Enhanced Controller Hardware Warranty (NetBox Extreme) Three year controller hardware warranty for NetBox Extreme. Annual price - three year commitment required (total warranty price is 3 x unit price).	1,300
S2-SELECT-WAR-3	Enhanced Controller Hardware Warranty (Enterprise Select) Three year controller hardware warranty for Enterprise Select. Annual price - three year commitment required (total warranty price is 3 x unit price).	3,390
S2-ULTRA2-WAR-3	Enhanced Controller Hardware Warranty (Enterprise Ultra2) Three year controller hardware warranty for Enterprise Ultra2. Annual price - three year commitment required (total warranty price is 3 x unit price).	4,590
S2-EX100-WAR-3	Enhanced Controller Hardware Warranty (Enterprise Exacta100) Three year controller hardware warranty for Enterprise Exacta100. Annual price - three year commitment required (total warranty price is 3 x unit price).	4,990*
S2-EX500-WAR-3	Enhanced Controller Hardware Warranty (Enterprise Exacta500) Three year controller hardware warranty for Enterprise Exacta500 (supports S2 Global). Annual price - three year commitment required (total warranty price is 3 x unit price).	5,990*

Enhanced Controller Hardware Warranty Discount Options

Option 1: Up front payment

A 15% discount is offered when all 3 years are paid up front

Option 2: Purchased with initial system

A 20% discount is offered when the warranty program is purchased together with the initial system.

C. End User Black Support – Standard & Emergency 24/7

The S2 Black Support Program (BSP) provides an advanced level of support coverage ideal for large system owners and other end users for whom owner access to S2 technical services is essential. The BSP is available only to system owners of S2 Enterprise-class systems, providing the following special services:

- One position annually at an S2 Basic Technical Certification course offered in Natick, MA, USA.
- Up to **20** hours annually of S2 Professional Services time to help design reports, consult on system deployments or other tasks where special expertise is required.
- Direct Access to the S2 Technical Service team during standard business hours (**9am – 7pm M-F ET**) for technical troubleshooting, programming, and related support. Access to Technical Support at other times for critical projects can be arranged with advanced notice. NOTE: An S2 Certified Integrator may be required on-site for troubleshooting in situations where attached devices, etc. require intervention.
- Access to S2's online Support Central website providing downloads of the latest documentation, releases, and Technical Service Notes.
- Periodic status reviews of in-field systems via remote-connection by S2 Technical Services Staff.

Part Number	Description	Unit Price (USD)
S2-EU-SUSP	End-User (Black Level) Support Plan: 1-year phone support (Coverage: M-F, 9am-7pm ET), 1 S2 Basic training class, 3 (8hr) days of professional services	PER QUOTE
S2-EU-SUSP-24/7	End-User (Black Level) Emergency Support Plan Add-on 24/7	PER QUOTE

II. Spare Application Option Blades

S2 NetBox application blades allow you to tailor your S2 Network Nodes (Step 2, Option 1) to meet application specifications. You can install application blades in unused slots in network node enclosures at any time and the system will automatically recognize their presence.

Part Number	Description	Unit Price (USD)
S2-ACM	Access control application extension blade: 2 reader, 4 input, 4 output	788
S2-ACM-25	25 Count Application Extension Blade Bundle Pack 2 reader, 4 input, 4 output (each blade). Can be used with S2-NN-E-WM/RM empty node enclosure. This bundle pack provides a 5% discount off of the individual ACM price.	18,750
S2-INP	Supervised input application extension blade: 8 inputs	478
S2-OUTP	Relay controlled output application extension blade: 8 outputs	578
S2-TEMP	Temperature Input application extension blade: 8 temperature inputs	536
S2-TEMP-PR	Temperature Sensor probe, each	150
S2-NB-FRU	NetBox and NetBox VR Quatro Field Replacement Unit	1590
S2-EXT-FRU	Extreme Field Replacement Unit	1790
S2-NDMN-FRU	NetDoor MicroNode Field Replacement Unit	1350
S2-SAM-E	3 rd Generation NetBox Interface Board with Switch	390
S2-CBM	S2 Network Node blade (S2-NN) 12V	1260
S2-INST	Installation kit for S2 Network Node when not using a standard enclosure. Includes ribbon cable, card mounting plate, bi-color LED status indicator (power supply and cables not included)	300
S2-RCBLE	Ribbon Cable, 8-position for connecting S2 network nodes to application blades	30
S2-PWR-STD	Standard S2 NetBox power supply 85-260 VAC / 47-440Hz (Replacement / Spare)	100

III. S2 NetBox System Portal Expansion For Existing Systems

S2 NetBox system portal upgrades allow you to expand the number of portals your system supports up to the maximum licensable on a given controller. This S2 system expandability option allows you buy only the capacity you need initially yet meet system growth demands later.

Part Number	Description	Unit Price (USD)
S2-LSS1	4 Portal to 16 Portal Expansion Increases portal capacity from 4 portals to 16 portals. For use with S2 NetBox.	1,706
S2-SL2	16 Portal to 32 Portal Expansion Increases portal capacity from 16 portals to 32 portals. For use with S2 NetBox or S2 NetBox Extreme.	2,420
S2-SL3	32 Portal to 64 Portal Expansion Increases portal capacity from 32 portals to 64 portals. For use with S2 NetBox Extreme.	5,710
S2-R64	64 Portal Expansion Increases existing NetBox Extreme, S2 Enterprise Select, and S2 Enterprise Ultra2 system license by 64 portals increments.	5,000

IV. Controller Hardware Upgrade Options

Version 4.4 software for S2 NetBox and S2 Enterprise is our newest generation security management system. Beginning with 4.1 we introduced the Ubuntu LTS Linux operating system across all S2 Security products. Because replacing an operating system is a major operation, we are offering a swap-out replacement program in which S2 supplies a replacement network controller and the integrator returns the existing one. Please note that S2 NetBox systems based on the CNCBM controller (NBSB1/2, M100, M200, M300 controllers) must upgrade to new hardware when upgrading to the latest release. Enterprise level controllers running software prior to version 4.1 also require a hardware swap.

If you would like to upgrade a current system running version 4.0 or earlier to our latest release, e-mail a screen shot of the system's About screen to orders@s2sys.com to request a quote or the upgrade.

NOTE: All systems are required to be under a valid Software Upgrade and Support Plan in order to be upgraded. E-mail orders@s2sys.com for a quote or with any questions.

Part Number	Description	Unit Price (USD)
S2-NETBOX-UPG	Upgrade to S2 NetBox S2 Controller-ONLY Head-end Cabinet. Includes S2 NetBox Controller Hardware and Software. No application blades may be added to this enclosure. The old controller board must be returned. A Network Node blade will be included as part of this upgrade. This will restart the existing Software Upgrade and Support Plan. E-mail orders@s2sys.com for quote or questions.	PER QUOTE

S2-EXT-UPG-WM or S2-EXT-UPG-RM	Upgrade to S2 NetBox Extreme (S2-EXT-xxx-WM/RM) S2 Controller-ONLY Head-end Cabinet. Includes S2 NetBox Extreme Controller Hardware and Software. No application blades may be added to this enclosure. The old controller board must be returned. A Network Node blade will be included as part of this upgrade. Please make sure to specify on your PO if the unit needs to be a rack mount or a wall mount enclosure (-RM or -WM). This will restart the existing Software Upgrade and Support Plan. E-mail orders@s2sys.com for quote or questions.	PER QUOTE
S2-SELECT-UPG	Upgrade to S2 Enterprise Select (S2-SELECT-xxx) S2 Controller-ONLY Head-end Cabinet. Includes S2 Enterprise Select Controller hardware and software. No application blades may be added to this enclosure. The old controller must be returned. This will restart the existing Software Upgrade and Support Plan. E-mail orders@s2sys.com for quote or questions.	PER QUOTE
S2-ULTRA2-UPG	Upgrade to S2 Enterprise Ultra2 (S2-ULTRA2-xxx) S2 Controller-ONLY Head-end Cabinet. Includes S2 Enterprise Ultra2 controller hardware and software. No application blades may be added to this enclosure. The old controller must be returned. A Network Node blade will be included as part of this upgrade. This will restart the existing Software Upgrade and Support Plan. E-mail orders@s2sys.com for quote or questions.	PER QUOTE
S2-NBVR8-UPG	Upgrade to S2 NetBox VR w/ 8 IP Cameras S2 Controller-ONLY Head-end Cabinet. Includes S2 NetBox VR hardware and software. No application blades may be added to this enclosure. The old controller board must be returned. A Network Node blade will be included as part of this upgrade if needed. This will restart the existing Software Upgrade and Support Plan. E-mail orders@s2sys.com for quote or questions.	PER QUOTE
S2-NBVR16-UPG	Upgrade to S2 NetBox VR w/ 16 IP Cameras S2 Controller-ONLY Head-end Cabinet. Includes S2 NetBox VR hardware and software. No application blades may be added to this enclosure. The old controller board must be returned. A Network Node blade will be included as part of this upgrade if needed. This will restart the existing Software Upgrade and Support Plan. E-mail orders@s2sys.com for quote or questions.	PER QUOTE

V. Professional Engineering & Implementation Services

S2 Security maintains a team of highly skilled and experienced IT and security technology professionals that are available for a wide variety of services that today's demanding customers require to maximize convergence and integration. Examples include assistance with major data import or migration projects and conversion to a partitioned system. Engineers are also available on a time travel basis to provide application engineering. Contact S2 Sales Support for quote (S2salesengineering@s2sys.com or +1 508-663-2500 option 2).

Part Number	Service Description	Unit Price (USD)
S2-PRO-TS	Remote Technical Consulting for special projects performed by Tech Support	PER QUOTE
S2-PRO-DEV	Software Consulting Services/Development Efforts	PER QUOTE
S2-GLOBAL-PRO-DEV	S2 Global Software Consulting Services & Development Efforts	PER QUOTE
S2-PRO-API	Custom API consulting	PER QUOTE

VI. Return Policies and Procedures

Return Merchandise Authorization (RMA) Policies and Procedures

Returning Products for Credit

Unused, undamaged products that are returned for credit must be returned in their original packaging and are subject to a 20% restocking fee in order that we can retest and recertify the equipment for resale. A return for credit can only be accepted **within 30 days** from the invoice date. Please contact orders@s2sys.com for a valid RMA number. This information must be obtained before shipment in order to ensure proper credit. Products should also include the RMA# on the outside of the package. S2 is not responsible for any damage incurred due to improper packaging. .

Advanced Replacement Policy

Integrators should contact S2 Technical Support directly (+1 508-663-2505 or support@s2sys.com) in order to troubleshoot issues and obtain advanced replacement parts.

- A purchase order is required in order for advanced replacement parts to be shipped out.
- Integrators may also choose to keep an open PO on file at S2 or agree to direct billing (as elected in their Integrator Agreement) in order to get replacement parts shipped out immediately.
- Advanced replacement parts are typically shipped out via UPS Ground. Integrators may also choose to pay for expedited shipping.
- Integrators are responsible for costs associated with shipping the RMA part to S2 for testing.
- RMA parts should be packaged in antistatic bags with adequate padding in order to ensure the material is shipped and received safely. S2 is not responsible for any damage incurred due to improper packaging. RMA parts should be shipped to:

S2 Security Corporation
RMA #####
One Speen Street
Framingham, MA 01701 USA
508-663-2500

- S2 will bill against a PO covering an RMA for one of the following reasons:
 - When the RMAed equipment is not returned within 3 calendar weeks of the RMA's shipment.
 - If S2 determines that the RMAed equipment is not covered under the S2 Warranty Policy (please see Warranty section of this document).

- If testing determines that customer initiated or environmental damage have compromised the functionality of the product.

Since RMA shipments are only available during normal business hours, Integrators are advised to keep a stock of spares on hand to better service their customers.

VII. S2 Product Warranty

S2 Security Corporation will at its option replace, without charge, any S2 Netbox SMS or VMS Series product proved defective in material or workmanship for a period of two year after the date of shipment from S2 Security Corporation. System.

S2 Security Corporation warrants all replacement parts and repairs for 90 days from the date of shipment from S2 Security Corporation. S2 Security may require that electronic remote access be granted to system components in order to diagnose or repair defects covered by this warranty. Travel and related expenses incurred by S2 Security due to the lack of electronic system access are expressly not covered by this warranty.

Third party products are warranted through their respective manufacturers.

All warranties exclude defects attributable to (i) use of equipment, software or interfaces not furnished by S2; (ii) modification of Products without S2's prior written approval; (iii) accident, neglect, normal wear, misuse, abuse or reverse engineering (iv) exposure to conditions outside the range of the environmental, power and operating specifications provided by S2 or industry standards.

S2 ships warranty replacement parts to Integrators by the carrier of S2's choice (typically UPS Ground). Integrators pay for shipping the product back to S2. S2 will ship by the method preferred by the integrator at the integrator's expense.

S2 DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Appendix A – S2 NetBox Demonstration Systems (Not for Resale)

Systems integrators (only) are entitled to purchase one demonstration system per office location at a specially discounted price. These demonstration systems are NOT FOR RESALE, and may not be expanded.

A. S2 NetBox Demo Systems

Part Number	Description	Unit Price (USD)
S2-NB4-E2R-D-WM	S2 NetBox Demo System Includes 4 portal license, (1) ACM and 6 empty slots in wall mount enclosure.	1990
S2-EXT-16-WM-D or S2-EXT-16-RM-D	S2 Extreme Demo System Controller Includes 4 portal license. No option blades can be added to this cabinet. For node support, purchase Micronode(s) below or S2-Network Node, etc..	1990
S2-NDMN-D	S2 NetDoor MicroNode Demo Unit For use with the NetBox or NetBox VR Demo systems, 2 readers, 4 inputs, 4 outputs (two outputs switchable to power locks), one temp input point.	1180

B. S2 NetBox VR Demo System Controllers

Converged Video & Access System Demo Controller. Standard S2 nodes or MicroNodes should be added as needed. In order to ensure continuity of service we recommend that you register your VR Series product online (<http://s2sys.com/dashboard/product-registration/>) before or soon after it is installed.

Part Number	Description	Unit Price (USD)
S2-NETBOXVR-2TB-8-D	S2 NetBox VR Demo System Controller (32 portals, 8 cameras) Includes 32 portal and 8 IP camera capacity. Contains 2 TB of onboard storage.	3,300
S2-NETBOXVR-4TB-16-D	S2 NetBox VR Demo System Controller (32 portals, 16 cameras) Includes 32 portal and 16 IP camera capacity. Contains 4 TB of onboard storage.	3,900
S2-NETBOXVR2TB8-UPG-D	Upgrade to S2 NetBox VR Demo System (32 portals, 8 cameras) Includes 32 portal and 8 IP camera capacity. Contains 2 TB of onboard storage. A Network Node blade will be included as part of this upgrade. E-mail orders@s2sys.com for quote or questions.	3,300
S2-NETBOXVR4TB16-UPG-D	Upgrade S2 NetBox VR Demo System (32 portals, 16 cameras) Includes 32 portal and 16 IP camera capacity. Contains 4 TB of onboard storage. A Network Node blade will be included as part of this upgrade. E-mail orders@s2sys.com for quote or questions.	3,900



C. NetVR Demo Unit

Video Management Demo Unit (NetVR) single appliance solution for use with S2 NetBox and S2 Enterprise product lines. In order to ensure continuity of service we recommend that you register your VR Series product online (<http://s2sys.com/dashboard/product-registration/>) before or soon after it is installed.

Part Number	Description	Unit Price (USD)
S2-NETVR-2TB-8-D	S2 NetVR Demo Unit with 8 cameras Licensed for 8 IP cameras. Contains 2 TB of onboard storage.	3,300
S2-NETVR-4TB-16-D	S2 NetVR Demo Unit with 16 cameras Licensed for 16 IP cameras. Contains 4 TB of onboard storage.	3,900

Appendix B – Locating S2 NetBox Specifications and Power Requirements

Full information on S2 Security Corporation products can be found in the related Installation documentation. Documentation is available through HELP in every NetBox controller, and also available via download from the S2 Security Support website. To access the website you need a login email address and password. Certified Integrators should register on www.s2sys.com and request support access. You will receive a password via email within 24 hours.

Documentation available for S2 products:

- S2 NetBox Hardware Installation Guide
- S2 Extreme Hardware Installation Guide
- S2 Enterprise Select / Ultra 2 Hardware Installation Guide
- S2 MicroNode Hardware Installation Guide
- S2 Network Node Hardware Installation Guide
- S2 NetVR Hardware Installation Guide
- S2 NetBoxVR Hardware Installation Guide
- Tech Note 17: Integrating Mercury Access Control Hardware

Appendix C – Helpful Hints for Order Processing

This is a short guide to help you submit orders that will get completed as fast as possible. Please submit all orders to: orders@s2sys.com

General Purchasing

Please:

- Include the Integrator, End User, City and Country of End User (site or company) in the notes of every PO. This helps us track our systems by linking them to your end user in case there are future questions. (Please ask purchasing NOT to cut out this information).
- Include a direct technical contact (Integrator if you are a distributor) on your orders. This helps us resolve configuration questions quickly.
- Include any QUOTES with Special pricing provided by your S2 Rep with your order. We need this to honor discounts.
- If the Purchase Order contains ANY type of licensing or upgrading (Hardware and software), make sure to email a copy of the screen capture from the “about page” with the order or at a minimum the License Identifier from the system. We need this to generate the correct license keys.

To locate the About Page for a screen shot please:

1. Login to the S2 Netbox applicaiton.
2. Select **Support : Utility : About.**
3. Make a screen capture (CTR-ALT_PRINTSCREEN) or copy the LICENSE IDENTIFIER and email to us.

Order Cut-off times

- Same day Shipping of Application Option Blades (ACM, INP, OUTP, TEMP) – Please submit order by 10:30am EST
- All others (Controller, Node Cabinets, etc) – Please submit order by 2:30 pm EST for entry into the manufacturing queue for the next business day. NOTE: *We make our best commercial effort to ship within 24-72 hours of the receipt of your order.*
- All Invoices are emailed to our contact at time of shipment **and include tracking information!!**

SUSP Upgrade and Support Plan Purchasing

- To obtain a quote (from Cathy Baird @ cbaird@s2sys.com), please email a screen capture of the “About Page”. To order, please provide a screen shot of the about page –OR- the license ID with your PO **when submitting your order.**
- Please note – In order to add software features to an S2 NetBox controller/serve it must have a valid SUSP support agreement. The expiration date may be found in the “About” screen on the server (see above)

Milestone Purchasing

- If customer has previously purchased Milestone - Please provide the Milestone System’s existing SLC (license) number.

- Please confirm if you are integrating with an existing S2 Controller, and if yes, provide a screen shot of the controller's "about page".
- When ordering a NEW Milestone system (Only for new Milestone Customers without an existing SLC), Milestone REQUIRES use to provide full End-User information or the order can't be processed:
 - a. Company Name
 - b. Address
 - c. Contact
 - d. Contact Phone # or e-mail address
 - e. Contact's Industry

If you have any technical questions please contact our technical support at 508-663-2505 or support@s2sys.com.

PRODUCT	DESCRIPTION
ALTV2416ULX3	POWER SUPPLY, 16 CHANNEL, 120VAC INPUT, 24-28VAC OUTPUT, 7 A TOTAL OUTPUT
ALTV244UL	POWER SUPPLY, 4 CHANNEL, 120VAC INPUT, 24-28VAC OUTPUT, 3.5 A TOTAL OUTPUT
ALTV248UL3	POWER SUPPLY, 8 CHANNEL, 120VAC INPUT, 24-28VAC OUTPUT, 3.5 A TOTAL OUTPUT
BRS-BASE-04A	BOSCH RECORDING STATION BASE LICENSE, 4 IP CHANNELS, 4 REMOTE STATIONS (E-LICENSE)
BRS-BASE-08A	BOSCH RECORDING STATION BASE LICENSE, 8 IP CHANNELS, 4 REMOTE STATIONS (E-LICENSE)
BRS-BASE-16A	BOSCH RECORDING STATION BASE LICENSE, 16 IP CHANNELS, 4 REMOTE STATIONS (E-LICENSE)
BRS-BASE-32A	BOSCH RECORDING STATION BASE LICENSE, 32 IP CHANNELS, 4 REMOTE STATIONS (E-LICENSE)
BRS-DEMO-32A	RECORDING STATION DEMO LICENSE FOR 32 IP CAMERAS (EXPIRES AFTER 30 DAYS)
BRS-DNGL-A	USB DONGLE; PROVIDES UNIQUE COMPUTER SIGNATURE FOR BRS RECORDERS (DOES NOT INCLUDE LICENSES; BRS MUST STILL BE LICENSED VIA A SOFTWARE AUTHORIZATION AND SLMS)
BRS-DVD-00A	BOSCH RECORDING STATION SOFTWARE DVD AND INSTALLATION MANUAL
BRS-DVD-16A	BOSCH RECORDING STATION SOFTWARE DVD, 16 IP CHANNEL, 4 REMOTE STATION LICENSE AND INSTALLATION MANUAL
BRS-DVD-32A	BOSCH RECORDING STATION SOFTWARE DVD, 32 IP CHANNEL LICENSE AND INSTALLATION MANUAL
BRS-FATM-A	BOSCH RECORDING STATION LICENSE, ATM POS BRIDGE INTERFACE (E-LICENSE)
BRS-FIPS-A	BOSCH RECORDING STATION LICENSE, IP SERVER INTERFACE (E-LICENSE)
BRS-FPAN-A	BOSCH RECORDING STATION LICENSE, SECURITY PANEL INTERFACE (E-LICENSE)
BRS-FWRI-A	BOSCH RECORDING STATION LICENSE, RECEIVER STATION, DIRECT TO CD/DVD EXPORT (E-LICENSE)
BRS-R410-S0E108	RECORDING STATION 8 CHANNEL IP VIDEO MANGEMENT KIT; RECORDER SERVER; 1U (4-BAY) RACK MOUNT CHASSIS, RAID-5, 4TB (4 X 1TB) HOT-SWAPPABLE HDD; (1) VIP-1600-B CHASSIS AND PSU; (2) XFM4A H.264 ENCODER MODULES; AND BRS 8 IP CHANNEL BASE LICENSE
BRS-R410-S2E116	RECORDING STATION 16 CHANNEL IP VIDEO MANGEMENT KIT; RECORDER SERVER; 1U (4-BAY) RACK MOUNT CHASSIS, RAID-5, 4TB (4 X 1TB) HOT-SWAPPABLE HDD; (1) VIP-1600-B CHASSIS AND PSU; (4) XFM4A H.264 ENCODER MODULES; AND BRS 8 IP CHANNEL BASE LICENSE (ADDITIONAL LICENSES MUST BE PURCHASED SEPARATELY)
BRS-R810-S2E116	RECORDING STATION 16 CHANNEL IP VIDEO MANGEMENT KIT; RECORDER SERVER; 2U (8-BAY) RACK MOUNT CHASSIS, RAID-5, 8TB (8 X 1TB) HOT-SWAPPABLE HDD; (1) VIP-1600-B CHASSIS AND PSU; (4) XFM4A H.264 ENCODER MODULES; AND BRS 8 IP CHANNEL BASE LICENSE (ADDITIONAL LICENSES MUST BE PURCHASED SEPARATELY)
BRS-R810-S6E232	RECORDING STATION 32 CHANNEL IP VIDEO MANGEMENT KIT; RECORDER SERVER; 2U (8-BAY) RACK MOUNT CHASSIS, RAID-5, 8TB (8 X 1TB) HOT-SWAPPABLE HDD; (2) VIP-1600-B CHASSIS AND PSU; (8) XFM4A H.264 ENCODER MODULES; AND BRS 8 IP CHANNEL BASE LICENSE (ADDITIONAL LICENSES MUST BE PURCHASED SEPARATELY)
BRS-R820-S2E116	RECORDING STATION 16 CHANNEL IP VIDEO MANGEMENT KIT; RECORDER SERVER; 2U (8-BAY) RACK MOUNT CHASSIS, RAID-5, 16TB (8 X 2TB) HOT-SWAPPABLE HDD; (1) VIP-1600-B CHASSIS AND PSU; (4) XFM4A H.264 ENCODER MODULES; AND BRS 8 IP CHANNEL BASE LICENSE (ADDITIONAL LICENSES MUST BE PURCHASED SEPARATELY)
BRS-R820-S6E232	RECORDING STATION 32 CHANNEL IP VIDEO MANGEMENT KIT; RECORDER SERVER; 2U (8-BAY) RACK MOUNT CHASSIS, RAID-5, 16TB (8 X 2TB) HOT-SWAPPABLE HDD; (2) VIP-1600-B CHASSIS AND PSU; (8) XFM4A H.264 ENCODER MODULES; AND BRS 8 IP CHANNEL BASE LICENSE (ADDITIONAL LICENSES MUST BE PURCHASED SEPARATELY)
BRS-RAC1-4100A	RECORDING STATION IP VIDEO MANGEMENT APPLIANCE; RECORDER SERVER; 1U (4-BAY) RACK MOUNT CHASSIS, RAID-5, 4TB (4 X 1TB) HOT-SWAPPABLE HDD; INCLUDES 8 CHANNEL LICENSE (EXPANDABLE TO 64)
BRS-RAC2-8100A	RECORDING STATION IP VIDEO MANGEMENT APPLIANCE; RECORDER SERVER; 2U (8-BAY) RACK MOUNT CHASSIS, RAID-5, 8TB (8 X 1TB) HOT-SWAPPABLE HDD; INCLUDES 8 CHANNEL LICENSE (EXPANDABLE TO 64)
BRS-RAC2-8200A	RECORDING STATION IP VIDEO MANGEMENT APPLIANCE; RECORDER SERVER; 2U (8-BAY) RACK MOUNT CHASSIS, RAID-5, 16TB (8 X 2TB) HOT-SWAPPABLE HDD; INCLUDES 8 CHANNEL LICENSE (EXPANDABLE TO 64)

BRS-T410-S0E108	RECORDING STATION 8 CHANNEL IP VIDEO MANGEMENT KIT; INTEGRATED WORKSTATION/ RECORDER; 4U (4-BAY) TOWER CHASSIS; JBOD; 4TB (4 X 1TB) HDD; INTERNAL DVD WRITER; AND 8 CHANNEL LICENSE. INCLUDES (1) VIP-1600-B CHASSIS AND PSU; (2) XFM4A H.264 ENCODER MODULES
BRS-T410-S2E116	RECORDING STATION 16 CHANNEL IP VIDEO MANGEMENT KIT; INTEGRATED WORKSTATION/ RECORDER; 4U (4-BAY) TOWER CHASSIS; JBOD; 4TB (4 X 1TB) HDD; INTERNAL DVD WRITER; (1) VIP-1600-B CHASSIS AND PSU; (4) XFM4A H.264 ENCODER MODULES; AND BRS 8 IP CHANNEL BASE LICENSE (ADDITIONAL LICENSES MUST BE PURCHASED SEPARATELY)
BRS-TOW-4100A	RECORDING STATION IP VIDEO MANGEMENT APPLIANCE; INTEGRATED WORKSTATION/RECORDER; 4U (4-BAY) TOWER CHASSIS; JBOD; 4TB (4 X 1TB) FIELD REPLACEABLE HDD; INTERNAL DVD WRITER; INCLUDES 8 CHANNEL LICENSE (EXPANDABLE TO 64)
BRS-XCAM-04A	BOSCH RECORDING STATION EXPANSION LICENSE, 4 IP CHANNELS (E-LICENSE)
BRS-XCAM-32A	BOSCH RECORDING STATION EXPANSION LICENSE, 32 IP CHANNELS (E-LICENSE)
BVC	Camera Software: manages up to 16 HD and/or SD video (Free Download via Web)
BVC-ESIP01A	1 IP CHANNEL BVC LICENSE
BVC-ESIP08A	8 CHANNEL BVC EXPANSION LICENSE
BVC-ESIP112A	112 IP CHANNEL BVC LICENSE
BVC-ESIP16A	16 CHANNEL EXPANSION LICENSE
BVC-ESIP32A	32 IP CHANNEL BVC LICENSE
BVC-ESIP48A	48 IP CHANNEL BVC LICENSE
BVC-ESIP64A	64 IP CHANNEL BVC LICENSE
BVC-ESIP80A	80 IP CHANNEL BVC LICENSE
BVC-ESIP96A	96 IP CHANNEL BVC LICENSE
BVMS-LITEPRO-32	UPGRADE BLITE32 TO BPRO W. 32 CHANNELS
BVMS-LITEPRO-64	UPGRADE BLITE64 TO BPRO W. 64 CHANNELS
C1-BP	BLANK PANEL FOR C1 RACK, 1 SLOT WIDTH
C1-IN	EIA 19 IN RACK FOR CNFE2MC MEDIA CONVERTER UNIT, 120-230VAC
CNFE2MC/IN	MEDIA CONVERTER W/SFP SOCKET, 120-230VAC, 50/60HZ, SURFACE/RACK MOUNT ENCLOSURE
DHR-XS050-A	DIVAR 700/XF STORAGE EXPANSION KIT, 500GB
DHR-XS100-A	DIVAR 700/XF STORAGE EXPANSION KIT, 1TB
DHR-XS200-A	DIVAR 700/XF STORAGE EXPANSION KIT, 2TB
DIP-2040-00N	DIVAR IP 2000 VIDEO STORAGE APPLIANCE, MICRO TOWER (4-BAY), JBOD 0TB (NO HDD), FRONT-SWAPPABLE HDD; INCLUDES 16 CHANNEL VRM LICENSE (NON-EXPANDABLE) AND BUILT-IN DYNAMIC TRANSCODER
DIP-2042-2HD	DIVAR IP 2000 VIDEO STORAGE APPLIANCE, MICRO TOWER (4-BAY), JBOD 4TB (2x2TB), FRONT-SWAPPABLE HDD; INCLUDES 16 CHANNEL VRM LICENSE (NON-EXPANDABLE) AND BUILT-IN DYNAMIC TRANSCODER
DIP-2042-4HD	DIVAR IP 2000 VIDEO STORAGE APPLIANCE, MICRO TOWER (4-BAY), JBOD 8TB (4x2TB), FRONT-SWAPPABLE HDD; INCLUDES 16 CHANNEL VRM LICENSE (NON-EXPANDABLE) AND BUILT-IN DYNAMIC TRANSCODER
DIP-2302-HDD	2TB EXPANSION DRIVE FOR DIVAR IP 2000 AND 3000 APPLIANCES
DIP-3040-00N	DIVAR IP 3000 VIDEO MANAGEMENT APPLIANCE, MICRO TOWER (4-BAY), JBOD 0TB (NO HDD), FRONT-SWAPPABLE HDD; INCLUDES BVMS SERVER/CLIENT/VRM/VSG, SINGLE DVI MONITOR OUTPUT, INCL 32 CHANNELS (NON-EXPANDABLE) 5 WKSTN, 5 FORENSIC SEARCH, 1 KBD I/F, 1 DVR I/F, 1 MVS I/F AND BUILT-IN DYNAMIC TRANSCODER
DIP-3042-2HD	DIVAR IP 3000 VIDEO MANAGEMENT APPLIANCE, MICRO TOWER (4-BAY), JBOD 4TB (2x2TB), FRONT-SWAPPABLE HDD; INCLUDES BVMS SERVER/CLIENT/VRM/VSG, SINGLE DVI MONITOR OUTPUT, INCL 32 CHANNELS (NON-EXPANDABLE) 5 WKSTN, 5 FORENSIC SEARCH, 1 KBD I/F, 1 DVR I/F, 1 MVS I/F AND BUILT-IN DYNAMIC TRANSCODER
DIP-3042-4HD	DIVAR IP 3000 VIDEO MANAGEMENT APPLIANCE, MICRO TOWER (4-BAY), JBOD 8TB (4x2TB), FRONT-SWAPPABLE HDD; INCLUDES BVMS SERVER/CLIENT/VRM/VSG, SINGLE DVI MONITOR OUTPUT, INCL 32 CHANNELS (NON-EXPANDABLE) 5 WKSTN, 5 FORENSIC SEARCH, 1 KBD I/F, 1 DVR I/F, 1 MVS I/F AND BUILT-IN DYNAMIC TRANSCODER
DIP-6040-00N	DIVAR IP 6000 SERIES IP VIDEO STORAGE APPLIANCE, 1U (4-BAY) RACKMOUNT CHASSIS, RAID-5, 0TB (No HDD) HOT-SWAPPABLE HDD; INCL.BUILT-IN DYNAMIC TRANSCODER AND 64 CHANNEL VRM LICENSE (EXPANDABLE TO 128)
DIP-6042-4HD	DIVAR IP 6000 SERIES IP VIDEO STORAGE APPLIANCE, 1U (4-BAY) RACKMOUNT CHASSIS, RAID-5, 8TB (4 X 2TB) HOT-SWAPPABLE HDD; INCL.BUILT-IN DYNAMIC TRANSCODER AND 64 CHANNEL VRM LICENSE (EXPANDABLE TO 128)

DIP-6080-00N	DIVAR IP 6000 SERIES IP VIDEO STORAGE APPLIANCE, 2U (8-BAY) RACKMOUNT CHASSIS, RAID-5, 0TB (No HDD) HOT-SWAPPABLE HDD; INCL.BUILT-IN DYNAMIC TRANSCODER AND 64 CHANNEL VRM LICENSE (EXPANDABLE TO 128)
DIP-6082-8HD	DIVAR IP 6000 SERIES IP VIDEO STORAGE APPLIANCE, 2U (8-BAY) RACKMOUNT CHASSIS, RAID-5, 16TB (8 x 2TB) HOT-SWAPPABLE HDD; INCL.BUILT-IN DYNAMIC TRANSCODER AND 64 CHANNEL VRM LICENSE (EXPANDABLE TO 128)
DIP-7080-00N	DIVAR IP 7000 VIDEO MANAGEMENT APPLIANCE, 2U RACKMOUNT (8-BAY), RAID-5 0TB (NO HDD), HOT-SWAPPABLE HDD; INCLUDES BVMS SERVER/CLIENT/VRM/VSG, DUAL DVI/DP MONITOR OUTPUT, INCL 32 CHANNELS (EXPANDABLE TO 128 CHANNELS), 5 WKSTN, 5 FORENSIC SEARCH, 1 KBD I/F, 1 DVR I/F, 1 MVS I/F AND BUILT-IN DYNAMIC TRANSCODER.
DIP-7082-8HD	DIVAR IP 7000 VIDEO MANAGEMENT APPLIANCE, 2U RACKMOUNT (8-BAY), RAID-5 16TB (8x2TB), HOT-SWAPPABLE HDD; INCLUDES BVMS SERVER/CLIENT/VRM/VSG, DUAL DVI/DP MONITOR OUTPUT, INCL 32 CHANNELS (EXPANDABLE TO 128 CHANNELS) 5 WKSTN, 5 FORENSIC SEARCH, 1 KBD I/F, 1 DVR I/F, 1 MVS I/F AND BUILT-IN DYNAMIC TRANSCODER
DLA-AIOU0-04AT	DLA 1200 SERIES IP VIDEO STORAGE APPLIANCE 4U (4-BAY) TOWER CHASSIS; JBOD; 4TB (4 X 1TB) FIELD REPLACEABLE HDD; INCLUDES 32 CHANNEL VRM LICENSE (EXPANDABLE TO 64 CHANNELS)
DLA-LDTK-100A	BRS RACKMOUNT/DLA 1400 SERIES 1TB HARD DRIVE
DLA-LDTK-100A	DLA 1400 SERIES 1TB HARD DRIVE
DLA-LDTK-200A	2TB EXPANSION DRIVE. COMPATIBLE WITH DIVAR IP 6000 AND 7000 APPLIANCES, BRS RACKMOUNT APPLIANCES, AND DLA 1400 SERIES
DLA-UDTK-100A	BRS TOWER/DLA 1200 SERIES 1TB HARD DRIVE
DLA-UDTK-100A	DLA 1200 SERIES 1TB HARD DRIVE
DLA-XVRM-032	DLA SERIES VIDEO RECORDING MANAGER - ONE TIME 32 CAMERA UPGRADE LICENSE FOR DLA 1200 SERIES STORAGE APPLIANCES ONLY(E-LICENSE)
DLA-XVRM-064	DLA SERIES VIDEO RECORDING MANAGER - ONE TIME 64 CAMERA UPGRADE LICENSE FOR DLA 1400 SERIES STORAGE APPLIANCES ONLY (E-LICENSE)
DSA-EDTK-200A	BOSCH-NETAPP E-SERIES 2TB HDD EXPANSION
DSA-EDTK-300A	BOSCH-NETAPP E-SERIES 3TB HDD EXPANSION (COMPATIBLE WITH DSX-N6D6X-60AT EXPANSION SHELF ONLY)
DSA-N2C6X2-12AT	BOSCH-NETAPP DSA E-SERIES BASE DUAL CONTROLLER UNIT 12X2TB; SUPPORTS RAID-5 AND RAID-6 (COMPATIBLE WITH DSX-N6D6X-60AT EXPANSION SHELF ONLY)
DSA-N2E6S12-4PD	SUPPORT UPLIFT, 12 MONTHS 4 HOUR ON-SITE PARTS DELIVERY FOR DSA-N2E6X2-12AT BASE UNIT
DSA-N2E6S12-4PR	SUPPORT UPLIFT, 12 MONTHS 4 HOUR ON-SITE PARTS REPLACEMENT FOR DSA-N2E6X2-12AT BASE UNIT
DSA-N2E6S12-ESW	SUPPORT UPLIFT, 12 MONTHS WARRANTY EXTENSION FOR DSA-N2E6X2-12AT BASE UNIT
DSA-N2E6S12-NRD	SUPPORT UPLIFT, 12 MONTHS NO RETURN DISK OPTION FOR DSA-N2E6X2-12AT BASE UNIT
DSA-N2E6S8-4PD	SUPPORT UPLIFT, 12 MONTHS 4 HOUR ON-SITE PARTS DELIVERY FOR DSA-N2E6X2-08AT BASE UNIT
DSA-N2E6S8-4PR	SUPPORT UPLIFT, 12 MONTHS 4 HOUR ON-SITE PARTS REPLACEMENT FOR DSA-N2E6X2-08AT BASE UNIT
DSA-N2E6S8-ESW	SUPPORT UPLIFT, 12 MONTHS WARRANTY EXTENSION FOR DSA-N2E6X2-08AT BASE UNIT
DSA-N2E6S8-NRD	SUPPORT UPLIFT, 12 MONTHS NO RETURN DISK OPTION FOR DSA-N2E6X2-08AT BASE UNIT
DSA-N2E6X2-08AT	BOSCH-NETAPP DSA E-SERIES BASE UNIT 8X2TB (EXP TO 24TB); SUPPORTS RAID-5 AND RAID-6
DSA-N2E6X2-12AT	BOSCH-NETAPP DSA E-SERIES BASE UNIT 12X2TB; SUPPORTS RAID-5 AND RAID-6
DSX-N1D6S12-4PD	SUPPORT UPLIFT, 12 MONTHS 4 HOUR ON-SITE PARTS DELIVERY FOR DSX-N1D6X2-12AT EXPANSION SHELF
DSX-N1D6S12-4PR	SUPPORT UPLIFT, 12 MONTHS 4 HOUR ON-SITE PARTS REPLACEMENT FOR DSX-N1D6X2-12AT EXPANSION SHELF
DSX-N1D6S12-ESW	SUPPORT UPLIFT, 12 MONTHS WARRANTY EXTENSION FOR DSX-N1D6X2-12AT EXPANSION SHELF
DSX-N1D6S12-NRD	SUPPORT UPLIFT, 12 MONTHS NO RETURN DISK OPTION FOR DSX-N1D6X2-12AT EXPANSION SHELF
DSX-N1D6X2-12AT	BOSCH-NETAPP DSA E-SERIES EXPANSION UNIT 12X2TB; SUPPORTS RAID-5 AND RAID-6
DSX-N6D6X3-60AT	BOSCH-NETAPP DSA E-SERIES EXPANSION UNIT 60X3TB; SUPPORTS RAID-5 AND RAID-6 (REQUIRES DSA-N2CX2-12AT DUAL CONTROLLER BASE UNIT)
DVR-451-04A050	451 SERIES DIGITAL RECORDER, H.264, 4 CH., 4 CH. AUDIO, INTERNAL DVD, 500GB
DVR-630-08A	DVR 600 SERIES 8 CH. VIDEO, 4 CH. AUDIO, NO DVD, NO HDD (REQUIRES DVR 600 STORAGE EXPANSION KIT)
DVR-630-08A050	DVR 600 SERIES 8 CH. VIDEO, 4 CH. AUDIO, NO DVD, 500GB HDD

DVR-630-08A100	DVR 600 SERIES 8 CH. VIDEO, 4 CH. AUDIO, NO DVD, 1TB HDD
DVR-630-08A200	DVR 600 SERIES 8 CH. VIDEO, 4 CH. AUDIO, NO DVD, 2TB HDD
DVR-630-16A	DVR 600 SERIES 16 CH. VIDEO, 4 CH. AUDIO, NO DVD, NO HDD (REQUIRES DVR 600 STORAGE EXPANSION KIT)
DVR-630-16A050	DVR 600 SERIES 16 CH. VIDEO, 4 CH. AUDIO, NO DVD, 500GB HDD
DVR-630-16A100	DVR 600 SERIES 16 CH. VIDEO, 4 CH. AUDIO, NO DVD, 1TB HDD
DVR-630-16A200	DVR 600 SERIES 16 CH. VIDEO, 4 CH. AUDIO, NO DVD, 2TB HDD
DVR-650-08A	DVR 600 SERIES 8 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, NO HDD (REQUIRES DVR 600 STORAGE EXPANSION KIT)
DVR-650-08A050	DVR 600 SERIES 8 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 500GB HDD
DVR-650-08A100	DVR 600 SERIES 8 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 1TB HDD
DVR-650-08A200	DVR 600 SERIES 8 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 2TB HDD
DVR-650-16A	DVR 600 SERIES 16 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, NO HDD (REQUIRES DVR 600 STORAGE EXPANSION KIT)
DVR-650-16A050	DVR 600 SERIES 16 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 500GB HDD
DVR-650-16A100	DVR 600 SERIES 16 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 1TB HDD
DVR-650-16A200	DVR 600 SERIES 16 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 2TB HDD
DVR-670-08A000	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 8 CH. VIDEO, 4 CH. AUDIO, NO DVD, NO HDD (REQUIRES DVR 600 STORAGE EXPANSION KIT)
DVR-670-08A001	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 8 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, NO HDD (REQUIRES DVR 600 STORAGE EXPANSION KIT)
DVR-670-08A050	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 8 CH. VIDEO, 4 CH. AUDIO, NO DVD, 500GB HDD
DVR-670-08A051	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 8 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 500GB HDD
DVR-670-08A100	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 8 CH. VIDEO, 4 CH. AUDIO, NO DVD, 1TB HDD
DVR-670-08A101	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 8 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 1TB HDD
DVR-670-08A200	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 8 CH. VIDEO, 4 CH. AUDIO, NO DVD, 2TB HDD
DVR-670-08A201	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 8 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 2TB HDD
DVR-670-16A000	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 16 CH. VIDEO, 4 CH. AUDIO, NO DVD, NO HDD (REQUIRES DVR 600 STORAGE EXPANSION KIT)
DVR-670-16A001	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 16 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, NO HDD (REQUIRES DVR 600 STORAGE EXPANSION KIT)
DVR-670-16A050	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 16 CH. VIDEO, 4 CH. AUDIO, NO DVD, 500GB HDD
DVR-670-16A051	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 16 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 500GB HDD
DVR-670-16A100	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 16 CH. VIDEO, 4 CH. AUDIO, NO DVD, 1TB HDD
DVR-670-16A101	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 16 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 1TB HDD
DVR-670-16A200	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 16 CH. VIDEO, 4 CH. AUDIO, NO DVD, 2TB HDD
DVR-670-16A201	DVR 670 SERIES H.264 4CIF REAL-TIME RECORDER, 16 CH. VIDEO, 4 CH. AUDIO, INTERNAL DVD, 2TB HDD
DVR-XS050-A	DVR 600 SERIES STORAGE EXPANSION 500GB
DVR-XS100-A	DVR 600 SERIES STORAGE EXPANSION 1TB
DVR-XS200-A	DVR 600 SERIES STORAGE EXPANSION 2TB
DXR-RAM-UPGRADE	DIVAR 700 HD FIELD INSTALLABLE RAM UPGRADE KIT (NOT COMPATIBLE WITH DIVAR XF)
DXS-ESIP01-A	DIVAR 700/XF E-LICENSE 1 IP; SUBSTITUTE DHR-SIP01-A IF PHYSICAL (PAPER) LICENSE KEY IS REQUIRED
DXS-ESIP04-A	DIVAR 700/XF E-LICENSE 4 IP; SUBSTITUTE DHR-SIP04-A IF PHYSICAL (PAPER) LICENSE KEY IS REQUIRED

DXS-ESIP08-A	DIVAR 700/XF E-LICENSE 8 IP; SUBSTITUTE DHR-SIP08-A IF PHYSICAL (PAPER) LICENSE KEY IS REQUIRED
DXS-ESRAID-A	DIVAR 700/XF E-LICENSE RAID; SUBSTITUTE DHR-SRAID-A IF PHYSICAL (PAPER) LICENSE KEY IS REQUIRED
DXS-ETEXT-A	DIVAR 700/XF E-LICENSE TEXT; SUBSTITUTE DXS-700-TEXT IF PHYSICAL (PAPER) LICENSE KEY IS REQUIRED
EX12LED-3BD-8M	EX12LED 3D DIFFUSER ILLUMINATOR, 850 NM, MEDIUM BEAM 30DEG
EX12LED-3BD-8W	EX12LED 3D DIFFUSER ILLUMINATOR, 850 NM, WIDE BEAM 60DEG
EX12LED-3BD-9M	EX12LED 3D DIFFUSER ILLUMINATOR, 940 NM, MEDIUM BEAM 30DEG
EX12LED-3BD-9W	EX12LED 3D DIFFUSER ILLUMINATOR, 940 NM, WIDE BEAM 60DEG
EX14MNX8V0408B-N	DAY/NIGHT, 18 LEDS, 850NM, 1/3" LXR, 550 TVL COLOR/ 570 TVL MONO, VA 4-8MM LENS, NTSC
EX14MNX9V0408M-N	MARINE RATED DAY/NIGHT WITH IR 940NM 4-9MM NTSC WHITE HOUSING
EX14MX4V0408B-N	DAY/NIGHT 1/3" LXR, 550 TVL COLOR/ 570 TVL MONO, MECH FILTER, VA 4-8MM LENS, NTSC
EX14MX4V0409M-N	MARINE RATED DAY/NIGHT 4-9MM NTSC WHITE HOUSING
EX27DMX4V0550W-N	EX27 DESERT CAM D/N 550TVL 5-50MM WHITE NTSC
EX27MNX8V0409B-N	EX27 IR D/N 540TVL, 850NM 4-9MM BLACK NTSC
EX27MNX9V0409B-N	EX27 IR D/N 540TVL, 940NM 4-9MM BLACK NTSC
EX36C702W-N	EX36 CORNER MOUNT COLOR 500TVL 2.5MM NTSC
EX36MNX802WM-N	EX36 W/IR CORNER MOUNT D/N 540TVL, 850NM 2.5MM NTSC WITH MICROPHONE
EX36MNX802W-N	EX36 W/IR CORNER MOUNT D/N 550TVL, 850NM 2.5MM NTSC
EX36MNX902WM-N	EX36 W/IR CORNER MOUNT D/N 540TVL, 940NM 2.5MM NTSC WITH MICROPHONE
EX36MNX902W-N	EX36 W/IR CORNER MOUNT D/N 540TVL, 940NM 2.5MM NTSC
EX49MNX906BH-N	EX49 CNG IR DOME 940NM D/N 6MM BLACK, TINTED DOME NTSC
EX-L1VA0310	1/3" VARI-FOCAL AUTO-IRIS 2.8-10MM LENS
EXMB.007B	HEAVY--DUTY WALL BRACKET, BLACK
EXMB.007W	HEAVY--DUTY WALL BRACKET, WHITE
EXMB.020B	L-BRACKET ONLY, HEAVY DUTY, BLACK
EXMB.028W	CABLE MANAGED WALL BRACKET, BLACK
EXMB.029W	U BRACKET FOR EX30/80/82/REG-L1, WHITE
EXMB.061	SS POLE-TOP BRACKET (EX30/82/80/85)
EXPB-3-W-KIT	IR ILLUMINATOR BRACKET KIT + HOUSING
EXSH.027B	SUNHOOD FOR EX27 (BLACK)
EX-VPC	VIDEO PATCH CONNECTOR FOR EX40 AND EX49
GVS1000-11-N	LONG RANGE PTZ, DAY/NIGHT, 730NM IR, 60X OPTICAL ZOOM, NTSC, PELCO P / D, NTSC
GVS1000-12-N	LONG RANGE PTZ, DAY/NIGHT, 730NM IR, 60X OPTICAL ZOOM, NTSC, BOSCH BI-PHASE, NTSC
HAC-IPCCC	IP CAMERA COOLING CASE
HAC-TAMP01	TAMPER SWITCH KIT FOR HSG AND UHO SERIES HOUSINGS
HAC-WAS05-20	24VAC WASHER PUMP WITH 23L (6 GAL) TANK; 5M (16FT) RANGE
HAC-WAS30-50	230VAC WASHER PUMP WITH 25L (6 GAL) TANK; 30M (98FT) RANGE
KBD-120PS	POWER SUPPLY FOR INTUIKEY KBDS,120VAC
KBD-DIGITAL	INTUIKEY DIGITAL KEYBOARD W/ LCD FOR USE WITH DIVAR DVR AND 600 & 700 SERIES RECORDERS
KBD-RACK	RACK MOUNT KIT FOR KBD-UNIVERSAL AND KBD-DIGITAL
KBD-UNIVERSAL	INTUIKEY UNIVERSAL DIGITAL KEYBOARD W/ LCD FOR ALLEGiant AND SYSTEM4
KBE-455V28-20	OUTDOOR PREPACKAGED CAMERA, 1/3-INCH HIGH RES COLOR, 2.8-10MM LENS, 24VAC 60HZ
KBE-455V28-21N	IP OUTDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 2.8-11MM LENS, 24VAC 60HZ
KBE-455V28-21NV	IP OUTDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 2.8-11MM LENS, 24VAC 60HZ, IVA-PREPARED
KBE-455V55-20	OUTDOOR PREPACKAGED CAMERA, 1/3-INCH HIGH RES COLOR, 5-50MM LENS
KBE-455V55-21N	IP OUTDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 5-50MM LENS, 24VAC 60HZ
KBE-455V55-21NV	IP OUTDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 5-50MM LENS, 24VAC 60HZ, IVA-PREPARED
KBE-485V28-20	OUTDOOR PREPACKAGED CAMERA ,1/3-INCH HIGH RES HIGH SENSITIVITY COLOR, 2.8-10MM LENS, 24VAC 60HZ
KBE-485V55-20	OUTDOOR PREPACKAGED CAMERA, 1/3-INCH HIGH RES HIGH SENSITIVITY COLOR, 5-50MM LENS, 24VAC 60HZ
KBE-498V28-20	OUTDOOR PREPACKAGED CAMERA, 1/3-INCH DAY/NIGHT, 2.8-10MM LENS, 24VAC 60HZ
KBE-498V28-20F	OUTDOOR PREPACKAGED CAMERA ,1/3-INCH DAY/NIGHT, 2.8-10MM LENS, 24VAC 60HZ, FIBER OPTIC

KBE-498V28-20N	IP OUTDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 2.8-11MM LENS, 24VAC 60HZ
KBE-498V28-20NV	IP OUTDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 2.8-11MM LENS, 24VAC 60HZ, IVA-PREPARED
KBE-498V28-20U	OUTDOOR PREPACKAGED CAMERA, 1/3-INCH DAY/NIGHT, 2.8-10MM LENS, 24VAC 60HZ, UTP
KBE-498V75-20	OUTDOOR PREPACKAGED CAMERA, 1/3-INCH DAY/NIGHT, 7.5-50MM LENS, 24VAC 60HZ
KBE-498V75-20F	OUTDOOR PREPACKAGED CAMERA, 1/3-INCH DAY/NIGHT, 7.5-50MM LENS, 24VAC 60HZ, FIBER
KBE-498V75-20N	IP OUTDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 7.5-50MM LENS, 24VAC 60HZ
KBE-498V75-20NV	IP OUTDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 7.5-50MM LENS, 24VAC 60HZ, IVA-PREPARED
KBE-498V75-20U	OUTDOOR PREPACKAGED CAMERA, 1/3-INCH DAY/NIGHT, 7.5-50MM LENS, 24VAC 60HZ, UTP
KBE-610V75-20	OUTDOOR PREPACKAGED CAMERA, 1/2-INCH HIGH RES HIGH SENSITIVITY COLOR, 7.5-75MM LENS, 24VAC 60HZ
KBE-630V41-20	OUTDOOR PREPACKAGED CAMERA, 1/2-INCH DAY/NIGHT, 4-12MM LENS, 24VAC 60HZ
KBE-832V18-20N	IP OUTDOOR PREPACKAGED, HD 1080p, DAY/NIGHT, H.264, AUDIO, MOTION+, POE, SD CARD SLOT, 1.8-3MM, 24VAC, 60HZ
KBE-832V18-20NV	IP OUTDOOR PREPACKAGED, HD 1080p, DAY/NIGHT, H.264, AUDIO, POE, SD CARD SLOT, IVA INSTALLED, 1.8-3MM, 24VAC, 60HZ
KBE-832V38-20N	IP OUTDOOR PREPACKAGED, HD 1080p, DAY/NIGHT, H.264, AUDIO, MOTION+, POE, SD CARD SLOT, 3.8-13MM, 24VAC, 60HZ
KBE-832V38-20NV	IP OUTDOOR PREPACKAGED, HD 1080p, DAY/NIGHT, H.264, AUDIO, POE, SD CARD SLOT, IVA INSTALLED, 3.8-13MM, 24VAC, 60HZ
KBE-832V94-20N	IP OUTDOOR PREPACKAGED, HD 1080p, DAY/NIGHT, H.264, AUDIO, MOTION+, POE, SD CARD SLOT, 9-40MM, 24VAC, 60HZ
KBE-832V94-20NV	IP OUTDOOR PREPACKAGED, HD 1080p, DAY/NIGHT, H.264, AUDIO, POE, SD CARD SLOT, IVA INSTALLED, 9-40MM, 24VAC, 60HZ
KBN-455V28-20	INDOOR PREPACKAGED CAMERA, 1/3-INCH HIGH RES COLOR, 2.8-10MM LENS, 24VAC 60HZ
KBN-455V28-21N	IP INDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 2.8-10MM LENS, 24VAC 60HZ
KBN-455V28-21NV	IP INDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 2.8-10MM LENS, 24VAC 60HZ, IVA-PREPARED
KBN-455V55-20	INDOOR PREPACKAGED CAMERA, 1/3-INCH HIGH RES COLOR, 5-50MM LENS
KBN-455V55-21N	IP INDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 5-50MM LENS, 24VAC 60HZ
KBN-455V55-21NV	IP INDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 5-50MM LENS, 24VAC 60HZ, IVA-PREPARED
KBN-485V28-20	INDOOR PREPACKAGED CAMERA, 1/3-INCH HIGH RES HIGH SENSITIVITY COLOR, 2.8-10MM LENS, 24VAC 60HZ
KBN-485V55-20	INDOOR PREPACKAGED CAMERA, 1/3-INCH HIGH RES HIGH SENSITIVITY COLOR 5-50MM LENS, 24VAC 60HZ
KBN-498V28-20	INDOOR PREPACKAGED CAMERA, 1/3-INCH DAY/NIGHT, 2.8-10MM LENS, 24VAC 60HZ
KBN-498V28-20N	IP INDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 2.8-11MM LENS, 24VAC 60HZ
KBN-498V28-20NV	IP INDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 2.8-11MM LENS, 24VAC 60HZ, IVA-PREPARED
KBN-498V75-20	INDOOR PREPACKAGED CAMERA, 1/3-INCH DAY/NIGHT, 7.5-50MM LENS, 24VAC 60HZ
KBN-498V75-20N	IP INDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 7.5-50MM LENS, 24VAC 60HZ
KBN-498V75-20NV	IP INDOOR PREPACKAGED, HIGH RESOLUTION COLOR CAMERA, 7.5-50MM LENS, 24VAC 60HZ, IVA-PREPARED
LED-658-AM	EX65 EXPLOSION PROTECTED ILLUMINATOR, 850 NM, ALUMINUM, MEDIUM ANGLE 20 DEG, 12-24VDC/AC
LED-658-AW	EX65 EXPLOSION PROTECTED ILLUMINATOR, 850 NM, ALUMINUM, WIDE ANGLE 50 DEG, 12-24VDC/AC
LED-658-SM	EX65 EXPLOSION PROTECTED ILLUMINATOR, 850 NM, STAINLESS STEEL, MEDIUM ANGLE 20 DEG, 12-24VDC/AC
LED-658-SW	EX65 EXPLOSION PROTECTED ILLUMINATOR, 850 NM, STAINLESS STEEL, WIDE ANGLE 50 DEG, 12-24VDC/AC
LTC 0356/20	CAMERA, 1/3" 570 TVL B/W, DSP, W/IR FILTER, 12VDC/24VAC, 60HZ
LTC 0435/20	CAMERA, 1/3" 330 TVL COLOR, DSP, 12VDC/24VAC, 60HZ
LTC 0435/60	CAMERA, 1/3" 330 TVL COLOR, DSP, 120VAC, 60HZ
LTC 0435-28	CAMERA, 1/3" 330 TVL COLOR, DSP, 12VDC/24VAC, 60HZ, W/2.8-10MM VF LENS
LTC 0435-28W	CAMERA, 1/3" 330 TVL COLOR, DSP, 12VDC/24VAC, 60HZ, W/2.8-10MM VF LENS & MOUNT
LTC 0455/21	CAMERA, COLOR, 1/3-INCH 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ

LTC 0455/61	CAMERA, COLOR, 1/3-INCH 540 TVL COLOR, DSP, 110VAC, 60HZ
LTC 0455-28	CAMERA, 1/3" 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ. W/2.8-10MM VARIFOCAL LENS
LTC 0455-28W	CAMERA, 1/3" 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ, W/2.8-10MM VF LENS & MOUNT
LTC 0465/21	CAMERA, DAY/NIGHT, 1/3-INCH, 540 TVL COLOR, 12VDC/24VAC, 60HZ
LTC 0465/61	CAMERA, DAY/NIGHT, 1/3-INCH, 540 TVL COLOR, 110VAC, 60HZ
LTC 0485/21	CAMERA, HIGH PERFORMANCE, COLOR, 1/3-INCH 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ
LTC 0485/61	CAMERA, HIGH PERFORMANCE, COLOR, 1/3-INCH 540 TVL COLOR, DSP, 110VAC, 60HZ
LTC 0485-28	CAMERA, 1/3" 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ. W/2.8-10MM VARIFOCAL LENS
LTC 0485-28W	CAMERA, 1/3" 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ, W/2.8-10MM VF LENS & MOUNT
LTC 0498/21	CAMERA, HIGH PERFORMANCE, DAY/NIGHT, 2X WDR, 1/3-INCH, 540 TVL COLOR, 12VDC/24VAC, 60HZ
LTC 0498/61	CAMERA, HIGH PERFORMANCE, DAY/NIGHT, 2X WDR, 1/3-INCH, 540 TVL COLOR, 110VAC, 60HZ
LTC 0498-28	CAMERA, DAY/NIGHT, 1/3" 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ. W/2.8-11MM VARIFOCAL IR LENS
LTC 0498-28W	CAMERA, DAY/NIGHT, 1/3" 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ, W/2.8-11MM VF IR LENS & MOUNT
LTC 0498-75	CAMERA, DAY/NIGHT, 1/3" 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ, W/7.5-50MM VARIFOCAL IR LENS
LTC 0498-75W	CAMERA, DAY/NIGHT, 1/3" 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ, W/7.5-50MM VF IR LENS & MOUNT
LTC 0610/21	CAMERA, HIGH PERFORMANCE, COLOR, 1/2-INCH 540 TVL COLOR, DSP, 12VDC/24VAC, 60HZ
LTC 0610/61	CAMERA, HIGH PERFORMANCE, COLOR, 1/2-INCH 540 TVL COLOR, DSP, 110VAC, 60HZ
LTC 0630/21	CAMERA, HIGH PERFORMANCE, DAY/NIGHT, WDR, 1/2-INCH, 540 TVL COLOR, 12VDC/24VAC, 60HZ
LTC 0630/61	CAMERA, HIGH PERFORMANCE, DAY/NIGHT, WDR, 1/2-INCH, 540 TVL COLOR, 110VAC, 60HZ
LTC 1412/20	CAMERA, FLEXIDOME I, 1/4", 330TVL COLOR, 12VDC/24VAC, 60HZ, W/3MM FIXED IRIS LENS
LTC 1421/20	CAMERA, FLEXIDOME II, 1/4", 470TVL COLOR, 12VDC/24VAC, 60HZ, W/2.1MM FIXED IRIS LENS
LTC 1422/20	CAMERA, FLEXIDOME II, 1/4", 470 TVL COLOR, 12VDC/24VAC, 60HZ, W/3MM FIXED IRIS LENS
LTC 1423/20	CAMERA, FLEXIDOME II, 1/4", 470 TVL COLOR, 12VDC/24VDC, 60HZ, W/6MM FIXED IRIS LENS
LTC 2380/90	VIDQUAD, 4CH, REAL TIME
LTC 2382/90	VIDQUAD, 4 CH, REAL TIME, ALARMING
LTC 2604/60	SYSTEM4 KEYBOARD PORT EXPANDER, 120VAC, 60HZ; ALSO FOR KBD-SERIES FOR UP TO 4 KEYBOARDS
LTC 2605/91	VIDEO MANAGER FOR USE WITH DIVAR DVR AND SYSTEM 4 MULTIPLEXERS. 120/230VAC, 50/60 HZ
LTC 2609/00	DIVAR XF/700 SERIES EXTENSION KIT, LINKS UP TO 6 DIVAR XF/700/600 SERIES DIGITAL RECORDERS
LTC 3274/41	C LENS, 1/2-INCH, 7.5-75MM DIRECT DRIVE, F1.7 TO F/360, 4 PIN
LTC 3283/41	C LENS, 1/2-INCH, 8.0 TO 80MM (10X), AUTO IRIS, F/1.4 TO 4/360, 4 PIN
LTC 3283/50	C LENS, 1/2-INCH, 7.5 TO 75MM (10X), AUTO IRIS, F/1.2 TO F/512, PRE-POSITION, 4 PIN
LTC 3293/20	C LENS, 1/2-INCH, 8 TO 120MM (15X), AUTO IRIS, F/1.6 TO F/1000, 4 PIN
LTC 3293/30	C LENS, 1/2-INCH, 8 TO 120MM (15X), AUTO IRIS, PP, MAN. IRIS OVERRIDE, 4 PIN
LTC 3293/40	C LENS, 1/2-INCH, 12 TO 240MM (20X), AUTO IRIS, F/1.6 TO F/720, 4 PIN
LTC 3293/50	C LENS, 1/2-INCH, 12 TO 240MM (20X), AUTO IRIS, F/1.6 TO F/720, PP, 4 PIN
LTC 3361/41	CS LENS, 1/3-INCH, 2.8 TO 12MM, MANUAL IRIS, F/1.4 TO CLOSE
LTC 3364/41	CS LENS, 1/3-INCH, 2.8 TO 12MM, DIRECT DRIVE, F/1.4 TO F/360, 4 PIN
LTC 3364/50	CS LENS, 1/3-INCH, 2.8 TO 10MM, DIRECT DRIVE, F/1.4 TO 360, 4-PIN
LTC 3364/60	CS LENS, 1/3-INCH, 3.5 TO 8MM, DIRECT DRIVE, F/1.4 TO 360, 4-PIN
LTC 3371/21	CS LENS, 1/3-INCH, 5 TO 50MM, MANUAL IRIS, F/1.4 TO CLOSE
LTC 3374/21	CS LENS, 1/3-INCH, 5 TO 50MM, DIRECT DRIVE, F/1.4 TO F/360, 4 PIN
LTC 3384/21	CS LENS, 1/3-INCH, 6 TO 60MM (10X), AUTO IRIS/DIRECT DRIVE, F1.4 TO F/360, 4-PIN
LTC 3664/31	CS LENS, 1/3-INCH, 3 TO 8MM, IR CORRECTED, DIRECT DRIVE, 650 TVL, F/1.0 TO F/360, 4 PIN
LTC 3664/40	CS LENS, 1/3-INCH, 2.8 TO 11MM, IR CORRECTED, DIRECT DRIVE, F1.4 TO 360 IR
LTC 3674/20	CS LENS, 1/3-INCH, 7.5-50MM, IR CORRECTED, DIRECT DRIVE, F1.3 TO F/360, 4PIN
LTC 3764/20	C LENS, 1/2-INCH, 4 TO 12MM, IR CORRECTED, DIRECT DRIVE, F/1.2 TO F/360, 4-PIN
LTC 3774/30	C LENS, 1/2-INCH, 10 TO 40MM, IR CORRECTED, DIRECT DRIVE, F/1.4 TO F/360, 4 PIN
LTC 3783/51	C LENS, 1/2-INCH, 8.5 TO 85MM, IR CORRECTED, AUTO IRIS, F1.6 TO 360, 4-PIN
LTC 3793/51	C LENS, 1/2-INCH, 8.6 TO 154MM, IR CORRECTED, AUTO IRIS, F2.5 TO 360, 4-PIN
LTC 4600/00	BLANK PANEL, FOR LTC 4637 FIBER OPTIC MODULE RACK
LTC 4628/00	850NM FOM, BI-DIRECTIONAL: TRANSMITS VIDEO, RECEIVES DATA, USE WITH LTC 4637 SERIES RACK

LTC 4628/60	850NM FOM, BI-DIRECTIONAL: TRANSMITS VIDEO, RECEIVES DATA, 120-230VAC, 60HZ
LTC 4629/00	850NM FOM, BI-DIRECTIONAL: RECEIVES VIDEO, TRANSMITS DATA, USE WITH LTC 4637 SERIES RACK
LTC 4629/60	850NM FOM, BI-DIRECTIONAL: RECEIVES VIDEO, TRANSMITS DATA, 120-230VAC, 60HZ
LTC 4637/60	RACK & POWER SUPPLY FOR FIBER OPTIC MODULES, 120VAC, 60HZ
LTC 4641/60	850NM FOM, TRANSMITTER, VIDEO SIGNALS, 120-230VAC, 60HZ
LTC 4642/00	850NM FOM, RECEIVER, VIDEO SIGNALS, USE WITH LTC 4637 SERIES RACK
LTC 4642/60	850NM FOM, RECEIVER, VIDEO SIGNALS, 120-230VAC, 60HZ
LTC 4651/00	850NM FOM, TRANSMITTER/RECEIVER, BIPHASE OR RS-232 DATA, USE WITH LTC 4637 SERIES RACK
LTC 4651/60	850NM FOM, TRANSMITTER/RECEIVER, BIPHASE OR RS-232 DATA, 120-230VAC, 60HZ
LTC 4671/00	850NM FOM, TRANSMITTER/RECEIVER, RS-485 DATA, USE WITH LTC 4637 SERIES RACK
LTC 4671/60	850NM FOM, TRANSMITTER/RECEIVER, RS-485 DATA, 120-230VAC, 60HZ
LTC 4744/00	1310NM FOM, TRANSMITTER, 4 CHANNEL, VIDEO SIGNALS, USE WITH LTC 4637 SERIES RACK
LTC 4744/60	1310NM FOM, TRANSMITTER, 4 CHANNEL, VIDEO SIGNALS, 120-230VAC, 50/60HZ
LTC 4745/00	1310NM FOM, RECEIVER, 4 CHANNEL, VIDEO SIGNALS, USE WITH LTC 4637 SERIES RACK
LTC 4745/60	1310NM FOM, RECEIVER, 4 CHANNEL, VIDEO SIGNALS, 120-230VAC, 50/60HZ
LTC 5136/61	CONTROLLER, W/ 16 OUTPUTS FOR AUTODOMES OR ALLEGIANT R/D UNITS, 120VAC, 50/60HZ
LTC 5231/90	VIDEO DISTRIBUTION AMPLIFIER, SINGLE CHANNEL WITH FOUR OUTPUTS, 120-240VAC, 50/60HZ
LTC 5234/90	VIDEO DISTRIBUTION AMPLIFIER, FOUR CHANNEL WITH THREE OUTPUTS PER CHANNEL, 120-240VAC, 50/60HZ
LTC 8016/90	16-CHANNEL ALLEGIANT BILINX DATA INTERFACE UNIT, 120VAC/230VAC, 50/60HZ
LTC 8059/00	ALLEGIANT MASTER CONTROL SOFTWARE PACKAGE, WINDOWS 95/NT-BASED
LTC 8100/90	ALLEGIANT 8 X 2 CCTV MATRIX SWITCHER, 120-230VAC, 50/60HZ
LTC 8200/90	ALLEGIANT 16 X 5 CCTV MATRIX SWITCHER, 120-230VAC, 50/60HZ
LTC 8300/90	ALLEGIANT 32 X 6 CCTV MATRIX SWITCHER, 120-230VAC, 50/60HZ
LTC 8501/60	ALLEGIANT CCTV SWITCHING BAY, CPU & POWER SUPPLY, 120VAC, 60HZ
LTC 8505/60	SPARE POWER SUPPLY FOR LTC 8501/60 BAY, 120VAC, 60HZ
LTC 8506/00	CABLE, PC TO CONSOLE PORT, FOR ALLEGIANT SYSTEMS
LTC 8508/01	AMP 34 PIN LOOPING CABLE W/16 BNCS
LTC 8511/00	SPARE CPU MODULE FOR LTC 8501 BAY
LTC 8521/00	VIDEO INPUT MODULE FOR LTC 8500, 8 VIDEO INPUTS PER CARD
LTC 8532/00	VIDEO OUTPUT MODULE FOR LTC 8500, 2 VIDEO OUTPUTS PER CARD
LTC 8540/00	ALARM INTERFACE, 64 ALARM INPUTS, 8 RELAY CLOSURES
LTC 8555/00	COMPACT FULL FUNCTION KEYBOARD, VARIABLE SPEED JOYSTICK
LTC 8557/60	HOOK-UP KIT FOR REMOTE KEYBOARD UP TO 5000 FT, 120VAC, 60HZ
LTC 8558/00	OPTIONAL KEYBOARD CABLE, 100 FT
LTC 8561/60	RECEIVER/DRIVER, 120VAC PAN/TILT VOLTAGE, 120VAC SUPPLY, WITH AUXILIARIES, 60HZ
LTC 8564/20	RECEIVER/DRIVER, 24VAC PAN/TILT VOLTAGE, 24VAC SUPPLY, WITH AUXILIARIES, 50/60HZ
LTC 8566/60	RECEIVER/DRIVER, 24VAC PAN/TILT VOLTAGE, 120VAC SUPPLY, WITH AUXILIARIES, 60HZ
LTC 8568/00	SIGNAL DISTRIBUTION UNIT, 32 SEPARATE BIPHASE OUTPUTS
LTC 8569/60	CODE MERGER, ALLOWS 2 BIPHASE DEVICES TO CONTROL 32 OUTPUTS, 120VAC, 60HZ
LTC 8570/60	CODE MERGER, ALLOWS 4 BIPHASE DEVICES TO CONTROL 32 OUTPUTS, 120VAC, 60HZ
LTC 8601/60	ALLEGIANT CCTV SWITCHING BAY, CPU & POWER SUPPLY, 120VAC, 60HZ
LTC 8610/01	SPARE CPU MODULE FOR LTC 8601/60 BAY
LTC 8621/00	VIDEO INPUT MODULE FOR LTC 8601, 16 VIDEO INPUTS PER CARD
LTC 8712/60	ALLEGIANT CONSOLE PORT EXPANDER, HALF RACK, 120VAC, 60HZ
LTC 8713/60	ALARM PORT EXPANDER FOR UP TO 4 LTC 8540/00 UNITS, HALF RACK, 120VAC, 60HZ
LTC 8714/60	KEYBOARD PORT EXPANDER FOR UP TO 8 ALLEGIANT KEYBOARDS, HALF RACK, 120VAC, 60HZ
LTC 8715/60	PORT EXPANDER FOR MULTIPLE LTC 8714/60 UNITS, HALF RACK, 120VAC, 60HZ
LTC 8768/00	SIGNAL DISTRIBUTION UNIT, 64 SEPARATE BIPHASE OUTPUTS
LTC 8780/60	RS-232 DATA CONVERTER UNIT, BIPHASE/RS-232/BIPHASE, HALF RACK, 120VAC, 60HZ
LTC 8782/60-02	CODE TRANS, BIPHASE-AD MANCHTR, 120VAC
LTC 8782/60-10	CODE TRANS, BIPHASE-PELCO P & D, 120VAC
LTC 8782/60-21	CODE TRANS, VICON-BIPHASE, 120VAC
LTC 8782/60-22	CODE TRANS, AD MANCHTR-BIPHASE, 120VAC
LTC 8782/60-30	CODE TRANS, PELCO-BIPHASE, 120VAC
LTC 8786/60	RS-232 TO BIPHASE DATA CONVERTER UNIT WITH 16 BIPHASE OUTPUTS, 120VAC, 50/60HZ
LTC 8801/60	ALLEGIANT CCTV SWITCHING BAY, CPU & POWER SUPPLY, 120VAC, 60HZ

LTC 8802/60	MONITOR EXPANSION BAY & DATA RECEIVER MODULE, FOR LTC 8800, 120VAC, 60HZ
LTC 8805/60	SPARE POWER SUPPLY FOR LTC 8601/60, LTC 8802/60 BAYS, 120VAC, 60HZ
LTC 8808/00	32 CHANNEL VIDEO INTERCONNECT PANEL, FOR ALLEGIANT SYSTEMS, INCLUDES TWO LTC 8809/00 RIBBON CABLES
LTC 8809/00	16 CONDUCTOR RIBBON CABLE, FOR 8200, 8300, 8600, 8800, 8900 SYSTEMS, 6 FT
LTC 8809/02	16 CONDUCTOR RIBBON CABLE, FOR 8200, 8300, 8600, 8800, 8900 SYSTEMS, 10.5 FT
LTC 8810/01	CPU MODULE FOR LTC 8800 SERIES
LTC 8816/01	REP DATA RX MODULE, LTC 8802 SERIES
LTC 8821/00	VIDEO INPUT MODULE FOR LTC 8800, 32 VIDEO INPUTS PER CARD
LTC 8834/00	VIDEO OUTPUT MODULE FOR LTC 8600 & 8800, 4 VIDEO OUTPUTS PER CARD
LTC 8943/94	REPLACEMENT CONTROLLER PC FOR ALLEGIANT LTC 8901 SYSTEMS, 120/230VAC 50/60HZ
LTC 9101/00	RACK KIT FOR UP TO TWO HALF RACK PRODUCTS, WITH BLANK, 1.75-INCH HIGH
LTC 9210/00	COLUMN MOUNT, 8-INCH, 15 LB MAX LOAD
LTC 9210/01	COLUMN MOUNT, 8-INCH, 15 LB MAX LOAD, FEED THRU OPTION
LTC 9212/00	MOUNT, INDOOR/OUTDOOR, 12-INCH, FOR 938X SERIES, & 948X SERIES HOUSINGS
LTC 9213/01	POLE MOUNT ADAPTER WITH STAINLESS STEEL STRAPS, FOR LTC 9210, LTC 9212, LTC 9215 & VDA-WMT-DOME
LTC 9215/00	MOUNT, FEED-THRU, 12-INCH, FOR 9380X SERIES, & 948X SERIES HOUSINGS
LTC 9215/00S	MOUNT, FEED-THRU, 7-INCH, FOR 938X SERIES, & 948X SERIES HOUSINGS
LTC 9216/00	MOUNT, INDOOR/OUTDOOR, 16-INCH, 100 LB MAX LOAD
LTC 9219/01	MOUNT, CEILING-J, FEED-THRU, FOR 938X SERIES, & 948X SERIES HOUSINGS
LTC 9223/00	COLUMN MOUNT, 24-INCH, 15 LB MAX LOAD
LTC 9223/01	COLUMN MOUNT, 24-INCH, 15 LB MAX LOAD, FEED THRU OPTION
LTC 9224/00	COLUMN MOUNT, 24-INCH, 200 LB OR CEILING MOUNT, 100 LB
LTC 9225/00	POLE MOUNT ADAPTER WITH STAINLESS STEEL STRAPS, FOR LTC 9216 & LTC 9222
LTC 9226/00	CORNER MOUNT BRACKET FOR LTC 9216 & LTC 9222.
LTC 9230/01	FLAT ROOF MOUNT ADAPTER, FOR ROOF PARAPET MOUNT VG4-A-9230
LTC 9303/00	HOUSING, MAX SECURITY, CORNER MOUNTING.
LTC 9303/01	HOUSING, MAX SECURITY, CORNER MTG, WITH KEY LOCK
LTC 9305/00	HOUSING, MAX SECURITY, WALL OR CEILING MOUNT, 0.37" VIEW WINDOW
LTC 9348/00	DOME HOUSING, INDOOR, 8.5-INCH, TINTED, CEILING MOUNT, METAL BACKBOX
LTC 9384/00	SUNSHIELD, FOR LTC 9384 & 3-INCH PRESSURIZED HOUSINGS
LTC 9480/00	HOUSING, INDOOR, FOR CAMERA/LENS TO 7-INCH
LTC 9480/20	HOUSING, OUTDOOR (NEMA 4), FOR CAMERA/LENS TO 7-INCH, 3-IN DIA. 24VAC, 50/60HZ HEATER
LTC 9488/20	HOUSING, OUTDOOR (NEMA 4), FOR CAMERA/LENS TO 14-INCH, 24VAC, 50/60HZ HEATER
LTC 9488/21	HOUSING, OUTDOOR (NEMA 4), FOR CAMERA/LENS TO 13-INCH, 24VAC, 50/60HZ HEATER/BLOWER
LVF-4000C-D0550	960H 1/3-INCH, 5 TO 50MM, DC-IRIS, CS-MOUNT, F1.4, IR-CORRECTED
LVF-4000C-D2812	960H 1/3-INCH, 2.8 TO 12MM, DC-IRIS, CS-MOUNT, F1.3, IR-CORRECTED
LVF-5000C-D0550	960H 1/3-INCH, 5 TO 50MM, DC-IRIS, CS-MOUNT, F1.6, IR-CORRECTED
LVF-5000C-D2811	960H 1/3-INCH, 2.8 TO 11MM, DC-IRIS, CS-MOUNT, F1.4, IR-CORRECTED
LVF-5003N-S3813	3 MEGAPIXEL C LENS, 1/2-INCH, 3.8-13MM, SR-IRIS
LVF-5005C-S0940	5 MEGAPIXEL CS LENS, 1/2.5-INCH, 9-40MM, IR-CORRECTED, SR-IRIS
LVF-5005C-S1803	5 MEGAPIXEL CS LENS, 1/2.5-INCH, 1.8-3MM, IR-CORRECTED, SR-IRIS
MBE-15B	POLE MOUNT ADAPTOR BLACK
MBE-15W	Pole mount adapter, white
MBE-17B	WALL MOUNT ADAPTOR BLACK
MBE-17W	Wall mount adaptor white
MBE-27B	Wall mount bracket for EX27 (Black)
MBE-27W	Wall mount bracket for EX27 (White)
MBE-28B	ARM BRACKET REG-L1/REG-D1 BLACK
MBV-BCDM180-45	BVMS CUSTOMER DEMO EDITION 185 DAYS V4.5
MBV-BCDM30-45	BVMS CUSTOMER DEMO EDITION 30 DAYS V4.5
MBV-BDEM-45	BVMS DEMO 4.5,NONEX 3CH 1WS 0DVR 0KB
MBV-BENT-45	BVMS ENTERPRISE 4.5, 2WS 2SUB 1KB
MBV-BLIT32-45	BVMS LITE-32 4.5,NONEX 32CH 2WS 0DVR 1KB
MBV-BLIT64-45	BVMS LITE-64 4.5,NONEX 64CH 4WS 0DVR 2KB
MBV-BPRO-45	BVMS PROFESSIONAL 4.5, 8CH 2WS 1DVR 1KB
MBV-BXPAN-DIP	DIVAR IP PROFESSIONAL EDITION; ALLOWS CHANNEL EXPANSION TO 128 MAX. (DIVAR IP 7000 ONLY); ALSO REQUIRES ADDITIONAL MBV-XCHAN-DIP LICENSES
MBV-FALG-40	BVMS ALLEGIANT LICENSE V4.0

MBV-FALG-45	BVMS ALLEGIANT LICENSE V4.5
MBV-FALG-DIP	DIVAR IP 3000/7000 ALLEGIANT INTERFACE LICENSE
MBV-FATM-40	BVMS POS/ATM LICENSE V4.0
MBV-FATM-45	BVMS POS/ATM LICENSE V4.5
MBV-FATM-DIP	DIVAR IP 3000/7000 POS/ATM INTERFACE LICENSE
MBV-FEUP-40	BVMS ENTERPRISE UPGRADE FOR PRO V4.0
MBV-FEUP-45	BVMS ENTERPRISE UPGRADE FOR PRO V4.5
MBV-FOPC-40	BVMS OPC SERVER LICENSE V4.0
MBV-FOPC-45	BVMS OPC SERVER LICENSE V4.5
MBV-FOPC-DIP	DIVAR IP 3000/7000 OPC SERVER LICENSE
MBV-MALG	BOSCH VMS ALLEGIANT 1YR SMA MAINTENANCE EXTENSION
MBV-MATM	BOSCH VMS ATM 1YR SMA MAINTENANCE EXTENSION
MBV-MCHAN	BOSCH VMS CHANNEL EXPANSION 1YR SMA MAINTENANCE EXTENSION
MBV-MDVR	BOSCH VMS DVR DEMO SMA 1YR SMA MAINTENANCE EXTENSION
MBV-MENT	MAINTENANCE BVMS ENTERPRISE EDITION
MBV-MEUP	MAINTENANCE ENTERPRISE UPGRADE FOR PRO
MBV-MFON	BOSCH VMS FAILOVER EXPANSION 1YR SMA MAINTENANCE EXTENSION
MBV-MFOREN	BOSCH VMS FORENSIC EXPANSION 1YR SMA MAINTENANCE EXTENSION
MBV-MKBD	BVMS CCTV KEYBOARD EXPANSION 1YR SMA MAINTENANCE EXTENSION
MBV-MLIT32	BOSCH VMS LITE-32 1YR SMA MAINTENANCE EXTENSION
MBV-MLIT64	BOSCH VMS LITE-64 1YR SMA MAINTENANCE EXTENSION
MBV-MMVS	MAINTENANCE BVMS MOBILE VIDEO SERVICE
MBV-MOPC	BVMS OPC SERVER LICENSE 1YR SMA MAINTENANCE EXTENSION
MBV-MPRO	BOSCH VMS PROFESSIONAL EDITION 1YR SMA MAINTENANCE EXTENSION
MBV-MRN	BVMS REDUNDANT NVR EXPANSION LICENSE 1YR SMA MAINTENANCE EXTENSION
MBV-MSUB	MAINTENANCE ENTERPRISE SUBSYS. EXPANSION
MBV-MWST	BOSCH VMS WORKSTATION EXPANSION 1YR SMA MAINTENANCE EXTENSION
MBV-XCHAN-40	BVMS CHANNEL (CAM/DEC) EXPANSION V4.0
MBV-XCHAN-45	BVMS CHANNEL (CAM/DEC) EXPANSION V4.5
MBV-XCHAN-DIP	DIVAR IP 8-CHANNEL EXPANSION LICENSE (ADDS 8 IP CHANNELS; 7000 FAMILY ONLY)
MBV-XDVR-40	BVMS DVR EXPANSION V4.0
MBV-XDVR-45	BVMS DVR EXPANSION V4.5
MBV-XDVR-DIP	DIVAR 3000/7000 DVR EXPANSION (ADDS 1 DVR)
MBV-XFOR-DIP	DIVAR IP 3000/7000 FORENSIC SEARCH EXPANSION LICENSE (ADDS 1 SEARCH LICENSE)
MBV-XFOREN-40	BVMS FORENSIC SEARCH EXPANSION V4.0
MBV-XFOREN-45	BVMS FORENSIC SEARCH EXPANSION V4.5
MBV-XKBD-40	BVMS CCTV KEYBOARD EXPANSION V4.0
MBV-XKBD-45	BVMS CCTV KEYBOARD EXPANSION V4.5
MBV-XKBD-DIP	DIVAR 3000/7000 CCTV KEYBOARD EXPANSION (ADDS 1 KEYBOARD)
MBV-XMVS-40	BVMS MOBILE VIDEO SERVICE EXPANSION V4.0
MBV-XMVS-45	BVMS MOBILE VIDEO SERVICE EXPANSION V4.5
MBV-XMVS-DIP	DIVAR IP 3000/7000 MOBILE VIDEO SERVICE EXPANSION
MBV-XSUB-40	BVMS ENTERPRISE SUBSYSTEM EXPANSION V4.0
MBV-XSUB-45	BVMS ENTERPRISE SUBSYSTEM V4.5
MBV-XWST-40	BVMS WORKSTATION EXPANSION V4.0
MBV-XWST-45	BVMS WORKSTATION EXPANSION V4.5
MBV-XWST-DIP	DIVAR IP 3000/7000 WORKSTATION EXPANSION (ADDS 1 WORKSTATION)
MHW-ASCP-3Y4H	HP HW SUPPORT, 4 HR RESPONSE, 24x7, 3 YEARS (NOT REQD FOR MHW-SL5M4-US)
MHW-AWGC-Q2000	NVIDIA QUADRO 2000 1GB GRAPHICS WITH 1 DUAL-LINK DVI-I AND 2 DP (DISPLAY PORT) OUTPUT, SUPPORTS DUAL DISPLAY, FOR USE WITH HP Z-SERIES WORKSTATIONS
MHW-AWGC-Q4000	NVIDIA QUADRO 4000 2GB GRAPHICS WITH 1 DUAL-LINK DVI-I AND 2 DP (DISPLAY PORT) OUTPUT, SUPPORTS DUAL DISPLAY, FOR USE WITH HP Z-SERIES WORKSTATIONS
MHW-AWGC-Q5000	NVIDIA QUADRO 5000 2.5GB GRAPHICS WITH 1 DUAL-LINK DVI-I AND 2 DP (DISPLAY PORT) OUTPUT, SUPPORTS DUAL DISPLAY, FOR USE WITH HP Z-SERIES WORKSTATIONS
MHW-AWGC-Q600	NVIDIA QUADRO 600 1GB GRAPHICS CARD WITH 1 DUAL-LINK DVI-I and 1 DP (DISPLAY PORT) OUTPUT. SUPPORTS DUAL DISPLAY ACROSS DVI-I AND DP PORTS, FOR USE WITH HP Z-SERIES WORKSTATIONS
MHW-AWSP-PCI	SERIAL PORT ADAPTER FOR HP Z-SERIES
MHW-S380R8-SCUS	APPLICATION SERVER, 2U, SIX-CORE INTEL XEON CPU, 8GB RAM, 2X146GB SCSI HDD, RAID-1, DVD, 4 PORT GIG E NIC, MS WINDOWS SERVER 2008 R2, HP 3-YEAR NEXT DAY SUPPORT

MHW-WZ4R2-EEUS	EXTREME EDITION WORKSTATION, 1X QUAD-CORE INTEL XEON E5-1650 3.2GHZ QUAD CORE CPU, 8GB ECC RAM, 1X500GB SATA HDD, BLUE-RAY WRITER, AMD FIREPRO 2GB GRAPHICS WITH 4 (DISPLAY PORT) OUTPUTS, SUPPORTS QUAD DISPLAY, SERIAL PORT ADAPTER; MS WINDOWS 7, HP 3-YEAR NEXT DAY SUPPORT
MHW-WZ4R2-HEUS	HIGH PERFORMANCE WORKSTATION, 1X QUAD-CORE INTEL XEON E5-1620 3.6GHZ QUAD CORE CPU, 8GB ECC RAM, 1X500GB SATA HDD, DVD-RW, NVIDIA QUADRO 4000 2GB GRAPHICS WITH 1 DUAL-LINK DVI-I AND 2 DP (DISPLAY PORT) OUTPUT, SUPPORTS DUAL DISPLAY, SERIAL PORT ADAPTER., MS WINDOWS 7, HP 3-YEAR NEXT DAY SUPPORT
MIC-10M-S	10M SHIELDED COMPOSITE CABLE WITH PLUG FOR POWER, DATA & VIDEO
MIC-115PSU-2	MIC POWER SUPPLY, 120VAC, 50/60HZ, FOR MIC400/440/412/550/612
MIC-240PSU-2	MIC POWER SUPPLY, 230VAC, 50/60HZ, FOR MIC400/440/412/550/612
MIC-24PSU-2	MIC POWER SUPPLY, 24VAC, 50/60HZ, FOR MIC400/440/412/550/612
MIC400ALGUP13618N	MIC1-400 ALUMINUM PTZ, GREY, UPRIGHT MOUNT, BOSCH PROTOCOL, WIPER, HEATER, 18:1, NTSC
MIC-400-RWAB	MIC400 REPLACEMENT SILICONE WIPER ASSEMBLY BLACK
MIC-400-RWAC	MIC400 REPLACEMENT SILICONE WIPER ASSEMBLY CLEAR (FOR WHITE AND GREY)
MIC-400-RWAS	MIC400 REPLACEMENT SILICONE WIPER ASSEMBLY STAINLESS STEEL
MIC400STSCP13518N	MIC1-400 STAINLESS STEEL, CANTED MOUNT, BOSCH PROTOCOL, WIPER/HEATER, PRIVACY MASKING, 18:1, NTSC
MIC400STSCP13536N	MIC1-400 STAINLESS STEEL, CANTED MOUNT, BOSCH PROTOCOL, WIPER/HEATER, PRIVACY MASKING, 36:1, NTSC
MIC400STSUP13536N	MIC1-400 STAINLESS STEEL, UPRIGHT MOUNT, BOSCH PROTOCOL, WIPER/HEATER, PRIVACY MASKING, 36:1, NTSC
MIC-412-RWAB	MIC612/412 REPLACEMENT SILICONE WIPER ASSEMBLY BLACK
MIC-412-RWAC	MIC612/412 REPLACEMENT SILICONE WIPER ASSEMBLY CLEAR (FOR WHITE AND GREY)
MIC412SUNSHIELD	SUNSHIELD KIT FOR MIC412, WHITE
MIC412TIBUP13636N	MIC1-412 THERMAL 9Hz, BLACK, UPRIGHT MOUNT, BOSCH PROTOCOL, WIPER/HEATER, 36:1, NTSC
MIC440AXBUA14618N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, AD PROTOCOL, WIPER, 18:1, NTSC
MIC440AXBUA14636N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, AD PROTOCOL, WIPER, 36:1, NTSC
MIC440AXBUD14618N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, PELCO PROTOCOL, WIPER, 18:1, NTSC
MIC440AXBUD14636N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, PELCO PROTOCOL, WIPER, 36:1, NTSC
MIC440AXBUL14618N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, VCL PROTOCOL, WIPER, 18:1, NTSC
MIC440AXBUL14636N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, VCL PROTOCOL, WIPER, 36:1, NTSC
MIC440AXBUP14618N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, BOSCH PROTOCOL, WIPER, 18:1, NTSC
MIC440AXBUP14636N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, BOSCH PROTOCOL, WIPER, 36:1, NTSC
MIC440AXBUW14618N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, FV PROTOCOL, WIPER, 18:1, NTSC
MIC440AXBUW14636N	MIC-440 EXPLOSION PROTECTED, BLACK, UPRIGHT MOUNT, FV PROTOCOL, WIPER, 36:1, NTSC
MIC440AXWUA14618N	MIC-440 EXPLOSION PROTECTED, WHITE, UPRIGHT MOUNT, AD PROTOCOL, WIPER, 18:1, NTSC
MIC440AXWUA14636N	MIC-440 EXPLOSION PROTECTED, WHITE, UPRIGHT MOUNT, AD PROTOCOL, WIPER, 36:1, NTSC
MIC440AXWUD14636N	MIC-440 EXPLOSION PROTECTED, WHITE, UPRIGHT MOUNT, PELCO PROTOCOL, WIPER, 36:1, NTSC
MIC440AXWUL14618N	MIC-440 EXPLOSION PROTECTED, WHITE, UPRIGHT MOUNT, VCL PROTOCOL, WIPER, 18:1, NTSC
MIC440AXWUL14636N	MIC-440 EXPLOSION PROTECTED, WHITE, UPRIGHT MOUNT, VCL PROTOCOL, WIPER, 36:1, NTSC
MIC440AXWUP14618N	MIC-440 EXPLOSION PROTECTED, WHITE, UPRIGHT MOUNT, BOSCH PROTOCOL, WIPER, 18:1, NTSC
MIC440AXWUP14636N	MIC-440 EXPLOSION PROTECTED, WHITE, UPRIGHT MOUNT, BOSCH PROTOCOL, WIPER, 36:1, NTSC
MIC440AXWUW14618N	MIC-440 EXPLOSION PROTECTED, WHITE, UPRIGHT MOUNT, FV PROTOCOL, WIPER, 18:1, NTSC
MIC440AXWUW14636N	MIC-440 EXPLOSION PROTECTED, WHITE, UPRIGHT MOUNT, FV PROTOCOL, WIPER, 36:1, NTSC
MIC440SUNSHIELD	SUNSHIELD KIT FOR MIC440 IN WHITE
MIC-550ALB28N	MIC550 ALUMINUM 28X, DAY/NIGHT, PTZ, BLACK, NTSC
MIC-550ALB36N	MIC550 ALUMINUM 36X, DAY/NIGHT, PTZ, BLACK, NTSC
MIC-550ALW28N	MIC550 ALUMINUM 28X, DAY/NIGHT, PTZ, WHITE, NTSC

MIC-550ALW36N	MIC550 ALUMINUM 36X, DAY/NIGHT, PTZ, WHITE, NTSC
MIC-550IRB28N	MIC550 IR 28X, DAY/NIGHT, PTZ, BLACK, NTSC
MIC-550IRB36N	MIC550 IR 36X, DAY/NIGHT, PTZ, BLACK, NTSC
MIC-550IRW28N	MIC550 IR 28X, DAY/NIGHT, PTZ, WHITE, NTSC
MIC-550IRW36N	MIC550 IR 36X, DAY/NIGHT, PTZ, WHITE, NTSC
MIC-612HFALB36N	MIC DUAL THERMAL, PTZ HIGH RESOLUTION, 50MM lens, 30HZ BLACK 36X NTSC, EXPORT CONTROLLED
MIC-612HIALB36N	MIC DUAL THERMAL, PTZ HIGH RESOLUTION, 50MM LENS, 7.5HZ BLACK 36X NTSC
MIC-612TFALB36N	MIC DUAL THERMAL, PTZ STANDARD RESOLUTION, 35MM LENS, 30HZ BLACK 36X NTSC, EXPORT CONTROLLED
MIC-612TFALD36N	MIC DUAL THERMAL, PTZ STANDARD RESOLUTION, 35MM LENS, 30HZ SAND 36X NTSC, EXPORT CONTROLLED
MIC-612TFALW36N	MIC DUAL THERMAL, PTZ STANDARD RESOLUTION, 35MM LENS, 30HZ WHITE 36X NTSC, EXPORT CONTROLLED
MIC-612TIALB36N	MIC DUAL THERMAL, PTZ STANDARD RESOLUTION, 35MM LENS, 7.5HZ BLACK 36X NTSC
MIC-612TIALW36N	MIC DUAL THERMAL, PTZ STANDARD RESOLUTION, 35MM LENS, 7.5HZ WHITE 36X NTSC
MIC-ALM	8 INPUT ALARM AND WASHER PUMP CARD FOR MIC400 PSU (NON IR VERSIONS)
MIC-BP3	EXTERNAL BI-PHASE TO RS-485 CONVERTER DEVICE
MIC-BP4	BI-PHASE CONVERTER FOR MIC400 PSU
MIC-CABLE-10M	RUGGED CABLE FOR MIC SERIES 10M (32FT) SHIELDED
MIC-CABLE-20M	RUGGED CABLE FOR MIC SERIES 20M (62FT) SHIELDED
MIC-CABLE-25M	RUGGED CABLE FOR MIC SERIES 25M (82FT) SHIELDED
MIC-CABLE-2M	RUGGED CABLE FOR MIC SERIES 2M (6FT) SHIELDED
MIC-CMB	CORNER MOUNT BRACKET -BLACK
MIC-CMB-BD	MIC550/MIC612 CORNER MOUNT BRACKET BLACK
MIC-CMB-G	CORNER MOUNT BRACKET GREY
MIC-CMB-S	CORNER MOUNT BRACKET STAINLESS STEEL
MIC-CMB-W	CORNER MOUNT BRACKET WHITE
MIC-CMB-WD	MIC550/MIC612 CORNER MOUNT BRACKET WHITE
MIC-DCA	DEEP CONDUIT ADAPTER FOR 4" PCD BASE - BLACK
MIC-DCA-BD	MIC550/MIC612 DEEP CONDUIT ADAPTER BLACK
MIC-DCA-G	DEEP CONDUIT ADAPTER GREY
MIC-DCA-S	DEEP CONDUIT ADAPTER STAINLESS STEEL
MIC-DCA-W	DEEP CONDUIT ADAPTER WHITE
MIC-DCA-WD	MIC550/MIC612 DEEP CONDUIT ADAPTER WHITE
MIC-IPIR-PS-115	MIC IP IR POWER SUPPLY, 115VAC, 50/60HZ; FOR MIC550 IR
MIC-IPIR-PS-24	MIC IP IR POWER SUPPLY, 24VAC, 50/60HZ; FOR MIC550 IR
MIC-IP-PS-115	MIC IP POWER SUPPLY, 115VAC, 50/60HZ; FOR MIC550 AND MIC612 SERIES
MIC-IP-PS-230	MIC IP POWER SUPPLY, 230VAC, 50/60HZ; FOR MIC550 AND MIC612 SERIES
MIC-IP-PS-24	MIC IP POWER SUPPLY, 24VAC, 50/60HZ; FOR MIC550 AND MIC612 SERIES
MIC-IR-115PSU-UL	115V AC to 18V AC MIC400-IR AND MIC400-PA POWER SUPPLY
MIC-IR-240PSU-UL	230V AC to 18V AC MIC400-IR AND MIC400-PA POWER SUPPLY
MIC-IR-24PSU-UL	24V AC to 18V AC MIC400-IR AND MIC400-PA POWER SUPPLY
MIC-PMB	POLE MOUNT BRACKET
MIC-RWB	MIC400 REPLACEMENT SILICONE WIPER BLADE
MIC-SCA	SHALLOW CONDUIT ADAPTER FOR 4" PCD BASE -BLACK
MIC-SCA-BD	MIC550/MIC612 SHALLOW CONDUIT ADAPTER BLACK
MIC-SCA-G	SHALLOW CONDUIT ADAPTER GREY
MIC-SCA-S	SHALLOW CONDUIT ADAPTER STAINLESS STEEL
MIC-SCA-W	SHALLOW CONDUIT ADAPTER WHITE
MIC-SCA-WD	MIC550/MIC612 SHALLOW CONDUIT ADAPTER WHITE
MIC-SPR	WALL MOUNT SPREADER PLATE
MIC-SPR-BD	MIC550/MIC612 WALL MOUNT SPREADER PLATE BLACK
MIC-SPR-S	WALL MOUNT SPREADER PLATE STAINLESS
MIC-SPR-W	WALL MOUNT SPREADER PLATE WHITE
MIC-SPR-WD	MIC550/MIC612 WALL MOUNT SPREADER PLATE WHITE
MIC-THERCBL-10M	MIC612 SHIELDED THERMAL CAMERA CABLE, 10M
MIC-THERCBL-20M	MIC612 SHIELDED THERMAL CAMERA CABLE, 20M
MIC-THERCBL-25M	MIC612 SHIELDED THERMAL CAMERA CABLE, 25M
MIC-THERCBL-2M	MIC612 SHIELDED THERMAL CAMERA CABLE, 2M
MICUSB485CVTR2	MIC SERIES USB TO RS485 CONVERTER
MIC-WKT	MIC WASHER KIT FOR NON INFRARED MODELS

MIC-WKT-IR	MIC WASHER KIT FOR INFRARED MODELS
MIC-WMB-B	WALL MOUNT BRACKET - BLACK
MIC-WMB-BD	MIC550/MIC612 WALL MOUNT BRACKET BLACK
MIC-WMB-G	WALL MOUNT BRACKET GREY
MIC-WMB-S	WALL MOUNT BRACKET STAINLESS STEEL
MIC-WMB-W	WALL MOUNT BRACKET WHITE
MIC-WMB-WD	MIC550/MIC612 WALL MOUNT BRACKET WHITE
MINILL	REPLACEMENT BULB KIT MF100
MTC-CORN-W	CORNER ADAPTER FOR MTC-WUPH
MTC-POLE-W	POLE ADAPTER FOR MTC-WUPH
MTC-PUPH	PARAPET MOUNT FOR UPH SERIES HSPTS INTEGRATED POSITIONING SYSTEM
MTC-WUPH	WALL MOUNT FOR UPH SERIES HSPTS INTEGRATED POSITIONING SYSTEM
MVC-FAPEX	ARCHIVE PLAYER EXPORT LICENSE (E-LICENSE)
MVC-FAPEX-D	VIDOS ARCHIVE PLAYER LICENSE FOR EXPORT TOOL PER PC 10-PACK (E-LICENSE)
MVC-FENC-AES	BVIP AES 128-BIT ENCRYPTION SITE LICENSE, 1-PER INSTALLATION
MVC-FIVA4-CAM	IVA 4.0 FOR IP CAMERA
MVC-FIVA4-ENC1	IVA 4.0 FOR SINGLE CHANNEL ENCODER
MVC-FIVA4-ENC2	IVA 4.0 FOR DUAL CHANNEL ENCODER
MVC-FIVA4-ENC4	IVA 4.0 FOR QUAD CHANNEL ENCODER
MVM-BVRM-016	VRM SOFTWARE LICENSE, BASE SYSTEM WITH 16CH
MVM-SVRM-BAK	VRM SOFTWARE LICENSE, SECONDARY SERVER (BACKUP)
MVM-XVRM-016	VRM SOFTWARE LICENSE, 16CH EXPANSION (E-LICENSE)
MVM-XVRM-032	VRM SOFTWARE LICENSE, 32CH EXPANSION (E-LICENSE)
MVM-XVRM-064	VRM SOFTWARE LICENSE, 64CH EXPANSION (E-LICENSE)
MVM-XVRM-1024	VRM SOFTWARE LICENSE, 1024CH EXPANSION (E-LICENSE)
MVM-XVRM-128	VRM SOFTWARE LICENSE, 128CH EXPANSION (E-LICENSE)
MVM-XVRM-2048	VRM SOFTWARE LICENSE, 2048CH EXPANSION (E-LICENSE)
MVM-XVRM-256	VRM SOFTWARE LICENSE, 256CH EXPANSION (E-LICENSE)
MVM-XVRM-512	VRM SOFTWARE LICENSE, 512CH EXPANSION (E-LICENSE)
MVS-MW	MONITOR WALL SOFTWARE (E-LICENSE)
NBC-455-21P	IP CAMERA, 1/3-INCH, COLOR, H.264, NTSC, POE, SD CARD SLOT
NBC-455-22IP	IP CAMERA, 1/3-INCH, COLOR, H.264, NTSC, POE, IVA FACTORY INSTALLED, SD CARD SLOT
NBC-455-28	IP CAMERA, COLOR, NIGHTSENSE, 2.8-10MM, 12VDC/24VAC, 60HZ, POE, SD CARD SLOT
NBC-455-28V	IP CAMERA, COLOR, NIGHTSENSE, 2.8-10MM, 12VDC/24VAC, 60HZ, POE, IVA-PREPARED, SD CARD SLOT
NBC-455-28W	IP CAMERA, COLOR, NIGHTSENSE, 2.8-10MM, 12VDC/24VAC, 60HZ, POE, MOUNT, SD CARD SLOT
NBC-455-28WW	IP CAMERA, COLOR, NIGHTSENSE, 2.8-10MM, 12VDC/24VAC, 60HZ, POE, IVA-PREPARED, MOUNT, SD CARD SLOT
NBC-455-55	IP CAMERA, COLOR, NIGHTSENSE, 5-50MM, 12VDC/24VAC, 60HZ, POE, SD CARD SLOT
NBC-455-55V	IP CAMERA, COLOR, NIGHTSENSE, 5-50MM, 12VDC/24VAC, 60HZ, POE, IVA-PREPARED, SD CARD SLOT
NBC-455-55W	IP CAMERA, COLOR, NIGHTSENSE, 5-50MM, 12VDC/24VAC, 60HZ, POE, MOUNT, SD CARD SLOT
NBC-455-55WW	IP CAMERA, COLOR, NIGHTSENSE, 5-50MM, 12VDC/24VAC, 60HZ, POE, IVA-PREPARED, MOUNT, SD CARD SLOT
NBN-498-21P	IP CAMERA, 1/3-INCH, 2X, DAY/NIGHT, WDR, H.264, NTSC, POE, SD CARD SLOT
NBN-498-22IP	IP CAMERA, 1/3-INCH, 2X, DAY/NIGHT, WDR, H.264, NTSC, POE, IVA FACTORY INSTALLED, SD CARD SLOT
NBN-498-28	IP CAMERA, DAY/NIGHT, 2X WDR, 2.8-11MM, 12VDC/24VAC, 60HZ, POE, SD CARD SLOT
NBN-498-28V	IP CAMERA, DAY/NIGHT, 2X WDR, 2.8-11MM, 12VDC/24VAC, 60HZ, POE, IVA-PREPARED, SD CARD SLOT
NBN-498-28W	IP CAMERA, DAY/NIGHT, 2X WDR, 2.8-11MM, 12VDC/24VAC, 60HZ, POE, MOUNT, SD CARD SLOT
NBN-498-28WW	IP CAMERA, DAY/NIGHT, 2X WDR, 2.8-11MM, 12VDC/24VAC, 60HZ, POE, IVA-PREPARED, MOUNT, SD CARD SLOT
NBN-498-75	IP CAMERA, DAY/NIGHT, 2X WDR, 7.5-50MM, 12VDC/24VAC, 60HZ, POE, SD CARD SLOT
NBN-498-75V	IP CAMERA, DAY/NIGHT, 2X WDR, 7.5-50MM, 12VDC/24VAC, 60HZ, POE, IVA-PREPARED, SD CARD SLOT
NBN-498-75W	IP CAMERA, DAY/NIGHT, 2X WDR, 7.5-50MM, 12VDC/24VAC, 60HZ, POE, MOUNT, SD CARD SLOT

NBN-498-75WW	IP CAMERA, DAY/NIGHT, 2X WDR, 7.5-50MM, 12VDC/24VAC, 60HZ, POE, IVA-PREPARED, MOUNT, SD CARD SLOT
NBN-733V-IP	IP CAMERA, 1 MP / HD 720p60, STARLIGHT, H.264, AUDIO, POE, SDXC CARD SLOT, IVA INSTALLED
NBN-733V-P	IP CAMERA, 1 MP / HD 720p60, STARLIGHT, H.264, AUDIO, POE, SDXC CARD SLOT
NBN-832-18W	IP CAMERA, HD 1080p, DAY/NIGHT, H.264, AUDIO, MOTION+, POE, SD CARD SLOT, 1.8-3MM, 24VAC, 60HZ, MOUNT
NBN-832-18WW	IP CAMERA, HD 1080p, DAY/NIGHT, H.264, AUDIO, POE, SD CARD SLOT, IVA INSTALLED, 1.8-3MM, 24VAC, 60HZ, MOUNT
NBN-832-38W	IP CAMERA, HD 1080p, DAY/NIGHT, H.264, AUDIO, MOTION+, POE, SD CARD SLOT, 3.8-13MM, 24VAC, 60HZ, MOUNT
NBN-832-38WW	IP CAMERA, HD 1080p, DAY/NIGHT, H.264, AUDIO, POE, SD CARD SLOT, IVA INSTALLED, 3.8-13MM, 24VAC, 60HZ, MOUNT
NBN-832-94W	IP CAMERA, HD 1080p, DAY/NIGHT, H.264, AUDIO, MOTION+, POE, SD CARD SLOT, 9-40MM, 24VAC, 60HZ, MOUNT
NBN-832-94WW	IP CAMERA, HD 1080p, DAY/NIGHT, H.264, AUDIO, POE, SD CARD SLOT, IVA INSTALLED, 9-40MM, 24VAC, 60HZ, MOUNT
NBN-832V-IP	IP CAMERA, HD 1080p, DAY/NIGHT, H.264, AUDIO, MOTION+, POE, SD CARD SLOT, IVA INSTALLED
NBN-832V-P	IP CAMERA, HD 1080p, DAY/NIGHT, H.264, AUDIO, MOTION+, POE, SD CARD SLOT
NBN-932V-IP	IP CAMERA, 2 MP / HD 1080p, DAY/NIGHT, HDR H.264, AUDIO, POE, SDXC CARD SLOT, IVA INSTALLED
NDC-455V03-21P	IP FLEXIDOME, 1/3-INCH COLOR, NIGHTSENSE, 2.8-10MM, H.264, NTSC, POE, RECESSED MT, SD CARD SLOT
NDC-455V03-21PS	IP FLEXIDOME, 1/3-INCH COLOR, NIGHTSENSE, 2.8-10MM, H.264, NTSC, POE, SMB, SD CARD SLOT
NDC-455V03-22IP	IP FLEXIDOME, 1/3-INCH COLOR, NIGHTSENSE, 2.8-10MM, H.264, NTSC, POE, IVA factory installed, RECESSED MT, SD CARD SLOT
NDC-455V03-22IPS	IP FLEXIDOME, 1/3-INCH COLOR, NIGHTSENSE, 2.8-10MM, H.264, NTSC, POE, IVA factory installed, SMB, SD CARD SLOT
NDC-455V09-21P	IP FLEXIDOME, 1/3-INCH COLOR, NIGHTSENSE, 9-22MM, H.264, NTSC, POE, RECESSED MT, SD CARD SLOT
NDC-455V09-21PS	IP FLEXIDOME, 1/3-INCH COLOR, NIGHTSENSE, 9-22MM, H.264, NTSC, POE, SMB, SD CARD SLOT
NDC-455V09-22IP	IP FLEXIDOME, 1/3-INCH COLOR, NIGHTSENSE, 9-22MM, H.264, NTSC, POE, IVA factory installed, RECESSED MT, SD CARD SLOT
NDC-455V09-22IPS	IP FLEXIDOME, 1/3-INCH COLOR, NIGHTSENSE, 9-22MM, H.264, NTSC, POE, IVA factory installed, SMB, SD CARD SLOT
NDN-498V03-21P	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 2.8-10MM, H.264, NTSC, POE, RECESSED MT, SD CARD SLOT
NDN-498V03-21PS	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 2.8-10MM, H.264, NTSC, POE, SURFACE MT, SD CARD SLOT
NDN-498V03-22IP	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 2.8-10MM, H.264, NTSC, POE, IVA factory installed, RECESSED MT, SD CARD SLOT
NDN-498V03-22IPS	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 2.8-10MM, H.264, NTSC, POE, IVA factory installed, SURFACE MT, SD CARD SLOT
NDN-498V06-22IPS	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 6-50MM, H.264, NTSC, POE, IVA INSTALLED, SURFACE MT, SD CARD SLOT
NDN-498V09-21P	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 9-22MM, H.264, NTSC, POE, RECESSED MT, SD CARD SLOT
NDN-498V09-21PS	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 9-22MM, H.264, NTSC, POE, SURFACE MT, SD CARD SLOT
NDN-498V09-22IP	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 9-22MM, H.264, NTSC, POE, IVA factory installed, RECESSED MT, SD CARD SLOT
NDN-498V09-22IPS	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 9-22MM, H.264, NTSC, POE, IVA factory installed, SURFACE MT, SD CARD SLOT
NDN-733V02-IP	IP FLEXIDOME RD, 1 MP / HD 720p60, STARLIGHT, 1.8-3MM, H.264, AUDIO, POE, SDXC CARD SLOT, IVA INSTALLED
NDN-733V02-P	IP FLEXIDOME RD, 1 MP / HD 720p60, STARLIGHT, 1.8-3MM, H.264, AUDIO, POE, SDXC CARD SLOT
NDN-733V03-IP	IP FLEXIDOME RD, 1 MP / HD 720p60, STARLIGHT, 3.8-13MM AUDIO, POE, SDXC CARD SLOT, IVA INSTALLED

NDN-733V03-P	IP FLEXIDOME RD, 1 MP / HD 720p60, STARLIGHT, 3.8-13MM AUDIO, POE, SDXC CARD SLOT
NDN-733V09-IP	IP FLEXIDOME RD, 1 MP / HD 720p60, STARLIGHT, 9-40MM AUDIO, POE, SDXC CARD SLOT, IVA INSTALLED
NDN-733V09-P	IP FLEXIDOME RD, 1 MP / HD 720p60, STARLIGHT, 9-40MM AUDIO, POE, SDXC CARD SLOT
NDN-832V02-IP	IP FLEXIDOME, HD 1080p, DAY/NIGHT, 1.8-3MM, H.264, AUDIO, POE, IVA INSTALLED, SD CARD SLOT
NDN-832V02-P	IP FLEXIDOME, HD 1080p, DAY/NIGHT, 1.8-3MM, H.264, AUDIO, POE, MOTION+, SD CARD SLOT
NDN-832V03-IP	IP FLEXIDOME, HD 1080p, DAY/NIGHT, 3.8-13MM, H.264, AUDIO, POE, IVA INSTALLED, SD CARD SLOT
NDN-832V03-P	IP FLEXIDOME, HD 1080p, DAY/NIGHT, 3.8-13MM, H.264, AUDIO, POE, MOTION+, SD CARD SLOT
NDN-832V09-IP	IP FLEXIDOME, HD 1080p, DAY/NIGHT, 9-40MM, H.264, AUDIO, POE, IVA INSTALLED, SD CARD SLOT
NDN-832V09-P	IP FLEXIDOME, HD 1080p, DAY/NIGHT, 9-40MM, H.264, AUDIO, POE, MOTION+, SD CARD SLOT
NDN-921V03-IP	IP FLEXIDOME, HD 720p, DAY/NIGHT, 3-9MM, H.264, AUDIO, POE, IVA INSTALLED, RECESSED MT, SD CARD SLOT
NDN-921V03-IPS	IP FLEXIDOME, HD 720p, DAY/NIGHT, 3-9MM, H.264, AUDIO, POE, IVA INSTALLED, SURFACE MT, SD CARD SLOT
NDN-932V02-IP	IP FLEXIDOME, 2 MP / HD 1080p, DAY/NIGHT, HDR, 1.8-3MM, H.264, AUDIO, POE, IVA INSTALLED, SDXC CARD SLOT
NDN-932V03-IP	IP FLEXIDOME, 2 MP / HD 1080p, DAY/NIGHT, HDR, 3.8-13MM, H.264, AUDIO, POE, IVA INSTALLED, SDXC CARD SLOT
NDN-932V09-IP	IP FLEXIDOME, 2 MP / HD 1080p, DAY/NIGHT, HDR, 9-40MM, H.264, AUDIO, POE, IVA INSTALLED, SDXC CARD SLOT
NEA-IP200B-FS3	EXTREME-SERIES IVA 3.0 VCA LICENSE
NEC-360F02-21W	IP VANDAL PROOF CORNER CAM, 1/3" HI-RES COLOUR, 520TVL, 2.5MM LENS, NTSC
NEI-308V05-23WE	IP IR IMAGER, DINION 850NM, NTSC
NEI-309V05-23WE	IP IR IMAGER, DINION 940NM, NTSC
NEI-368F02-21W	IP VANDAL PROOF CORNER CAM, 1/3" EXTENDED DAY/NIGHT, 550/570TVL, 850NM IR, 2.5MM LENS, NTSC
NEI-369F02-21W	IP VANDAL PROOF CORNER CAM, 1/3" EXTENDED DAY/NIGHT, 550/570TVL, 940NM IR, 2.5MM LENS, NTSC
NER-L2R1-2	DINION CAPTURE 5000 IP LICENSE PLATE READER WITH LED CAMERA, 12.5-21FT CAPTURE RANGE, NTSC, W/BACKET
NER-L2R2-2	DINION CAPTURE 5000 IP LICENSE PLATE READER WITH LED CAMERA, 18-30FT CAPTURE RANGE, NTSC, W/BACKET
NER-L2R3-2	DINION CAPTURE 5000 IP LICENSE PLATE READER WITH LED CAMERA, 26-45FT CAPTURE RANGE, NTSC, W/BACKET
NER-L2R4-2	DINION CAPTURE 5000 IP LICENSE PLATE READER WITH LED CAMERA, 37-64FT CAPTURE RANGE, NTSC, W/BACKET
NER-L2R5-2	DINION CAPTURE 5000 IP LICENSE PLATE READER WITH LED CAMERA, 54-92FT CAPTURE RANGE, NTSC, W/BACKET
NIN-733-V03IP	FLEXIDOME HD 720p60 starlight VR 3-9MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED
NIN-733-V03IPS	FLEXIDOME HD 720p60 starlight VR 3-9MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED, SMB
NIN-733-V03P	FLEXIDOME HD 720p60 starlight VR 3-9MM SR-LENS, SDXC CARD SLOT
NIN-733-V03PS	FLEXIDOME HD 720p60 starlight VR 3-9MM SR-LENS, SDXC CARD SLOT, SMB
NIN-733-V10IP	FLEXIDOME HD 720p60 starlight VR 10-23MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED
NIN-733-V10IPS	FLEXIDOME HD 720p60 starlight VR 10-23MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED, SMB
NIN-733-V10P	FLEXIDOME HD 720p60 startlight VR 10-23MM SR-LENS, SDXC CARD SLOT
NIN-733-V10PS	FLEXIDOME HD 720p60 starlight VR 10-23MM SR-LENS, SDXC CARD SLOT, SMB
NIN-832-V03IP	FLEXIDOME HD 1080p VR 3-9MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED
NIN-832-V03IPS	FLEXIDOME HD 1080p VR 3-9MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED, SMB
NIN-832-V03P	FLEXIDOME HD 1080p VR 3-9MM SR-LENS, SDXC CARD SLOT
NIN-832-V03PS	FLEXIDOME HD 1080p VR 3-9MM SR-LENS, SDXC CARD SLOT, SMB
NIN-832-V10IP	FLEXIDOME HD 1080p VR 10-23MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED
NIN-832-V10IPS	FLEXIDOME HD 1080p VR 10-23MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED, SMB
NIN-832-V10P	FLEXIDOME HD 1080p VR 10-23MM SR-LENS, SDXC CARD SLOT
NIN-832-V10PS	FLEXIDOME HD 1080p VR 10-23MM SR-LENS, SDXC CARD SLOT, SMB
NIN-932-V03IP	FLEXIDOME HD 1080p30 HDR VR 3-9MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED
NIN-932-V03IPS	FLEXIDOME HD 1080p30 HDR VR 3-9MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED, SMB
NIN-932-V10IP	FLEXIDOME HD 1080p30 HDR VR 10-23MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED
NIN-932-V10IPS	FLEXIDOME HD 1080p30 HDR VR 10-23MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED, SMB

NPD-6001A	MIDSPAN, SINGLE PORT, 60W, AC IN
NUC-50022-F2	1080p IP MICRODOME, EDN, 2.5MM UW-FOV, AUDIO, MOTION+, MICRO SDXC SLOT, VANDAL-RESISTANT, IP66, INDOOR/OUTDOOR, 12VDC/24VDC/POE
NUC-50022-F2M	1080p IP MICRODOME, EDN, 2.5MM UW-FOV, AUDIO, MOTION+, MICRO SDXC SLOT, VANDAL-RESISTANT, IP66, INDOOR/OUTDOOR, INTERIOR VEHICLE MOUNTING, POE
NUC-50051-F2	5 MP IP MICRODOME, EDN, 2.5MM UW-FOV, AUDIO, MOTION+, MICRO SDXC SLOT, VANDAL-RESISTANT, IP66, INDOOR/OUTDOOR, 12VDC/24VDC/POE
NUC-50051-F2M	5 MP IP MICRODOME, EDN, 2.5MM UW-FOV, AUDIO, MOTION+, MICRO SDXC SLOT, VANDAL-RESISTANT, IP66, INDOOR/OUTDOOR, INTERIOR VEHICLE MOUNTING, POE
PSU-124-DC050	UNIVERSAL POWER SUPPLY 24V DC 50W
PSU-224-DC100	UNIVERSAL ILLUMINATOR POWER SUPPLY 2X24V DC 100W FOR AEGIS UFLED AND SUPERLED
REG-X-816-XE	REG X CLOSE RANGE LICENSE PLATE READER, 16MM LENS MONO, 15-25 FT, PSU SEPARATE
S1374	ADAPTER - CONVERTS C MOUNT LENS TO CS MOUNT CAMERA
S1381	ADAPTER - CONVERTS 6 PIN LENS CONNECTOR (D6) TO 4 PIN (EIA-J) CONNECTOR
S1385	GUI CONTROL CABLE FOR SYSTEM4
S1460	1-METER SERVICE/MONITOR CABLE FOR FLEXIDOME VF, XT+, XF AND DN SERIES
SFP-2	SFP FIBER MODULE, MULTI-MODE, 1310NM, 2KM DISTANCE, 2LC FIBER CONNECTORS
SFP-25	SFP FIBER MODULE, MULTI-MODE, 1310/1550NM, 2KM DISTANCE, 1SC FIBER CONNECTOR
SFP-26	SFP FIBER MODULE, MM, 1550/1310NM, 2KM DISTANCE, 1SC FIBER CONNECTOR
SFP-3	SFP FIBER MODULE, SINGLE MODE, 1310NM, 20KM DISTANCE, 2LC FIBER CONNECTORS
SLED10-8BD	SuperLED 3D DIFFUSER 850nm 10 degrees Excludes PSU
SLED10-9BD	SuperLED 3D DIFFUSER 940nm 10 degrees Excludes PSU
SLED10-WBD	AEGIS SUPERLED WHITE LIGHT 10 DEGREE BEAM
SLED120-8BD	SuperLED 3D DIFFUSER 850nm 120 degrees Excludes PSU
SLED20-8BD	SuperLED 3D DIFFUSER 850nm 20 degrees Excludes PSU
SLED30-8BD	SuperLED 3D DIFFUSER 850nm 30 degrees Excludes PSU
SLED30-9BD	SuperLED 3D DIFFUSER 940nm 30 degrees Excludes PSU
SLED30-WBD	AEGIS SUPERLED WHITE LIGHT 30 DEGREE BEAM
SLED60-8BD	SuperLED 3D DIFFUSER 850nm 60 degrees Excludes PSU
SLED60-9BD	SuperLED 3D DIFFUSER 940nm 60 degrees Excludes PSU
SLED60-WBD	AEGIS SUPERLED WHITE LIGHT 60 DEGREE BEAM
SLED95-8BD	SuperLED 3D DIFFUSER 850nm 95 degrees Excludes PSU
ST660	MOUNT, LCD 32-INCH TO 60-INCH, WALL, TILT, BLACK
TC8235GIT	GROUND LOOP ISOLATION TRANSFORMER
TC9201	MOUNT, INDOOR, 8-INCH, 20 LB MAX LOAD, BLACK FINISH
TC9208	MOUNT, INDOOR, 8-INCH, 9 LB MAX LOAD, ALUMINUM FINISH
TC9210U	MOUNT, INDOOR, UNIVERSAL WALL/CEILING GRID, 10 LB MAX LOAD, OFF-WHITE FINISH
TC9210US	MOUNT, INDOOR, UNIVERSAL WALL/CEILING GRID, 10 LB MAX LOAD, ALUMINUM FINISH
TC9212	MOUNT, INDOOR, 9.6-INCH TO 16.3-INCH, 22 LB MAX LOAD, ALUMINUM/BLACK FINISH
TC9311PM3T	INSTALLATION TOOL FOR TC9311PM3, LTC 9213 & LTC 9225 POLE MOUNT ADAPTERS
TC9376H	HOUSING, INDOOR, DROP CEILING MOUNT, 360 DEGREE ROTATION
UFLED10-8BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 10°, 850NM
UFLED10-9BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 10°, 940NM
UFLED10-WBD	AEGIS INTELLIGENT WHITE LIGHT™ UFLED ILLUMINATOR, 10°
UFLED120-8BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 120°, 850NM
UFLED120-WBD	AEGIS INTELLIGENT WHITE LIGHT™ UFLED ILLUMINATOR, 120°
UFLED20-8BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 20°, 850NM
UFLED20-9BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 20°, 940NM
UFLED20-WBD	AEGIS INTELLIGENT WHITE LIGHT™ UFLED ILLUMINATOR, 20°
UFLED30-8BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 30°, 850NM
UFLED30-9BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 30°, 940NM
UFLED30-WBD	AEGIS INTELLIGENT WHITE LIGHT™ UFLED ILLUMINATOR, 30°
UFLED60-8BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 60°, 850NM
UFLED60-9BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 60°, 940NM
UFLED60-WBD	AEGIS INTELLIGENT WHITE LIGHT™ UFLED ILLUMINATOR, 60°
UFLED95-8BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 95°, 850NM
UFLED95-9BD	AEGIS INTELLIGENT-IR™ UFLED ILLUMINATOR, 95°, 940NM
UFLED95-WBD	AEGIS INTELLIGENT WHITE LIGHT™ UFLED ILLUMINATOR, 95°
UFLED-CI-5M	5M (16.4FT) REMOTE TELEMETRY OR DAY-NIGHT SWITCHING CABLE FOR AEGIS UFLED
UFLED-CL-1M	1M (3.3FT) TELEMETRY LINK CABLE FOR AEGIS UFLED
UHI-OG-0	HOUSING, INDOOR, FOR CAMERA/LENS TO 12.5-INCH

UHI-OGS-0	HOUSING, INDOOR, SUNSHIELD INCLUDED
UHI-SBG-0	HOUSING, INDOOR, INCLUDES MOUNT
UHO-HBGS-10	HOUSING, OUTDOOR, IP66/NEMA-4X, w/HEATER, BLOWER, SUNSHIELD, 24VAC, 50/60HZ
UHO-HBGS-60	HOUSING, OUTDOOR, IP66/NEMA-4X, w/HEATER, BLOWER, SUNSHIELD, 120VAC, 50/60HZ
UHO-HBPS-10	HOUSING, OUTDOOR, IP66/NEMA-4X, w/HEATER, BLOWER, SUNSHIELD, 4 PIN, 24VAC, 50/60HZ
UHO-HGS-10	HOUSING, OUTDOOR, IP66/NEMA-4X, w/HEATER, SUNSHIELD, 24VAC, 50/60HZ
UML-151-90	15-INCH COLOR LCD MONITOR, 3D IMAGE, 500 TVL, 1024 X 768 RESOLUTION, VGA, CVBS, AUDIO, 120/230VAC, 50/60 HZ
UML-171-90	17-INCH COLOR LCD MONITOR, 3D IMAGE, 500 TVL, 1280 x 1024 RESOLUTION, VGA, CVBS, AUDIO, 120/230VAC, 50/60 HZ
UML-172-90	17-INCH COLOR LCD MONITOR, 1280 X 1024 RESOLUTION, VGA, DVI, HDMI, CVBS, AUDIO, 120/230VAC, 50/60 HZ
UML-191-90	19-INCH COLOR LCD MONITOR, 3D IMAGE, 500 TVL, 1280 X 1024 RESOLUTION, VGA, CVBS, AUDIO, 120/230VAC, 50/60 HZ
UML-192-90	19-INCH COLOR LCD MONITOR, 1280 X 1024 RESOLUTION, VGA, DVI, HDMI, CVBS, AUDIO, 120/230VAC, 50/60 HZ
UML-19P-90	19-INCH COLOR LCD MONITOR, 1280 X 1024 RESOLUTION, VGA, DVI, AUDIO, 120/230VAC, 50/60 HZ
UML-202-90	20-INCH COLOR LCD MONITOR, 1600 X 1200 RESOLUTION, VGA, DVI, HDMI, CVBS, AUDIO, 120/230VAC, 50/60 HZ
UML-273-90	27-INCH FULL HD COLOR LED MONITOR, 1920 x 1080 RESOLUTION, VGA, DVI, HDMI, CVBS, AUDIO, 120/230VAC, 50/60 HZ, STAND SOLD SEPARATE
UML-323-90	32-INCH FULL HD COLOR LED MONITOR, 1920 x 1080 RESOLUTION, VGA, DVI, HDMI, CVBS, AUDIO, 120/230VAC, 50/60 HZ, STAND SOLD SEPARATE
UML-423-90	42-INCH FULL HD COLOR LED MONITOR, 1920 x 1080 RESOLUTION, VGA, DVI, HDMI, CVBS, AUDIO, 120/230VAC, 50/60 HZ, 50/60 HZ, STAND SOLD SEPARATE
UML-553-90	55-INCH FULL HD COLOR LED MONITOR, 1920 x 1080 RESOLUTION, VGA, DVI, HDMI, CVBS, AUDIO, 120/230VAC, 50/60 HZ, 50/60 HZ, STAND SOLD SEPARATE
UMM-LCDUB-RM	RACK MOUNT BRACKET, SUPPORTS DUAL 8.4-INCH AND SINGLE 8.4 TO 19-INCH
UMM-LED32-SD	TABLE STAND FOR UML-323 32" LED MONITOR, BLACK
UMM-LED42-SD	TABLE STAND FOR UML-553 AND 423 LED MONITOR
UMM-LW-20B	MONITOR MOUNT, WALL, FIXED, FOR LCD MONITORS UP TO 26-INCHES, SUPPORT UP TO 26.5 LBS (12kg)
UMM-LW-30B	MONITOR MOUNT, WALL, TILT/SWIVEL, FOR LCD MONITORS 26-INCHES, SUPPORT UP TO 26.5 LBS (12kg)
UMM-WMT-32	TILT WALL MOUNT FOR UML-323 32" LED MONITOR, BLACK
UNIPF	REPLACEMENT BULB KIT UF500
UPA-1216-50	POWER SUPPLY INPUT, 100-240 VAC, 50-60 HZ; OUTPUT: 12 DC 1.25A
UPA-1220-60	POWER SUPPLY, 120VAC 60Hz, 12VDC 1A OUTPUT
UPA-12300-60	POWER SUPPLY, 120 VAC 60Hz INPUT, 12VDC 300mA OUTPUT
UPA-1509-60	POWER SUPPLY, 120VAC 60Hz, 15VDC 9VA OUTPUT
UPA-2410-60	POWER SUPPLY, 120 VAC 60 Hz INPUT, 24 VAC 10 VA OUTPUT
UPA-2430-60	POWER SUPPLY, 120VAC, 60HZ INPUT, 24VAC, 60HZ, 30VA OUTPUT
UPA-2450-60	POWER SUPPLY, 120VAC 60Hz INPUT, 24VAC 50VA OUTPUT
UPH-C485N-L8120	CAMERA/LENS SLED ASSEMBLY FOR HSPS INCLUDES LTC 0485 DINION XF 1/3-INCH NTSC WDR COLOR CAMERA AND LTC 3293/30 8-120MM ZOOM LENS
UPH-C498N-L8120	CAMERA/LENS SLED ASSEMBLY FOR HSPS INCLUDES LTC 0498 DINION 2X 1/3-INCH NTSC D/N COLOR CAMERA AND LTC 3293/30 8-120MM ZOOM LENS
UPH-C498N-L8585	CAMERA/LENS SLED ASSEMBLY FOR HSPS INCLUDES LTC 0498 DINION 2X 1/3-INCH NTSC D/N CAMERA AND LTC 3783/51 8.5-85MM IR CORRECTED ZOOM LENS
UPH-C498N-L86154	CAMERA/LENS ASSEMBLY FOR HSPS INCLUDES LTC 0498 DINION 2X 1/3" 540 TVL D/N CAMERA AND 8.6-154MM IR CORRECTED ZOOM LENS, NTSC
UPH-C610N-L8120	CAMERA/LENS SLED ASSEMBLY FOR HSPS INCLUDES LTC 0610 DINION XF 1/2-INCH NTSC WDR COLOR CAMERA AND LTC 3293/30 8-120MM ZOOM LENS
UPH-C630N-L8120	CAMERA/LENS SLED ASSEMBLY FOR HSPS INCLUDES LTC 0630 DINION 2X 1/2-INCH NTSC D/N COLOR CAMERA AND LTC 3293/30 8-120MM ZOOM LENS
UPH-C630N-L8585	CAMERA/LENS SLED ASSEMBLY FOR HSPS INCLUDES LTC 0630 DINION 2X 1/2-INCH NTSC D/N CAMERA AND LTC 3783/51 8.5-85MM IR CORRECTED ZOOM LENS
UPH-C630N-L86154	CAMERA/LENS ASSEMBLY FOR HSPS INCLUDES LTC 0630 DINION 2X 1/2" 540 TVL D/N CAMERA AND 8.6-154MM IR CORRECTED ZOOM LENS, NTSC
UPH-HD-230	HSPS INTEGRATED POSITIONING SYSTEM BASE WITH EMPTY HOUSING FOR DINION CAMERA/LENS ASSEMBLY NO WIPER, 230VAC

UPH-HD-24	HSPS INTEGRATED POSITIONING SYSTEM BASE WITH EMPTY HOUSING FOR DINION CAMERA/LENS ASSEMBLY NO WIPER, 24VAC
UPH-HWD-120	HSPS INTEGRATED POSITIONING SYSTEM BASE WITH EMPTY HOUSING FOR DINION CAMERA/LENS ASSEMBLY INCLUDES WIPER, 120VAC
UPH-HWD-230	HSPS INTEGRATED POSITIONING SYSTEM BASE WITH EMPTY HOUSING FOR DINION CAMERA/LENS ASSEMBLY INCLUDES WIPER, 230VAC
UPH-HWD-24	HSPS INTEGRATED POSITIONING SYSTEM BASE WITH EMPTY HOUSING FOR DINION CAMERA/LENS ASSEMBLY INCLUDES WIPER, 24VAC (NO TRANSFORMER)
UPH-HWDIR-24	HSPS INTEGRATED POSITIONING SYSTEM BASE WITH EMPTY HOUSING FOR DINION CAMERA/LENS ASSEMBLY INCLUDES IR BRACKET/WIRING AND WIPER, 24VAC (NO TRANSFORMER)
VBC-4075-C21	DINION 1/3" 960H ELECTRONIC D/N, DWDR, NTSC LV
VBN-4075-C21	DINION 1/3" 960H TRUE D/N, DWDR, NTSC LV
VBN-5085-C21	DINION 1/3" 960H TRUE D/N, WDR, NTSC LV
VCD-811-ICT	2MP / HD 1080P PTZ DOME FOR CONFERENCE SYSTEMS ONLY, CCL*
VCD-811-IWT	2MP / HD 1080P PTZ DOME FOR CONFERENCE SYSTEMS ONLY, WHITE*
VDA-445DMY-S	FLEXIDOME DUMMY CAMERA, INDOOR, SURFACE MOUNTED
VDA-445SMB	SURFACE MOUNT BOX FOR FLEXIDOME-ANALOG VF MODELS
VDA-455CBL	CLEAR DOME, FOR FLEXIDOME SERIES
VDA-455SMB	SURFACE MOUNT BOX FOR FLEXIDOME-ANALOG VANDAL MODELS
VDA-455SMB-IP	SURFACE MOUNT BOX FOR FLEXIDOME-IP MODELS
VDA-455TBL	TINTED DOME, FOR FLEXIDOME SERIES
VDA-455UTP	BNC TO UTP TRANSCEIVER MODULE
VDA-832FHD-PMT	PENDANT PIPE MOUNT FOR FLEXIDOME IP 1080p
VDA-832FHD-WMT	WALL MOUNT FOR FLEXIDOME IP 1080p
VDA-CMT-DOME	CORNER MOUNT FOR FLEXIDOME, CONCAVE
VDA-PLN-DOME	PLENUM-RATED IN-CEILING MOUNT KIT FOR IP FLEXIDOMES NDC-455, NDN-498, NDN-921, AND NIN SERIES; INCL ANALOG FLEXIDOMES VDC-455, VDC-485, VDN-498 SERIES
VDA-PMTC-DOME	PENDANT PIPE CAP ONLY FOR FLEXIDOME
VDA-PMT-DOME	PENDANT PIPE MOUNT FOR FLEXIDOME
VDA-WMT-DOME	WALL MOUNT FOR FLEXIDOME
VDC-445V03-20S	CAMERA FLEXIDOME-VF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/2.6-6MM F1.4 VARIFOCA, WHITE, SMB
VDC-445V04-20S	CAMERA FLEXIDOME-VF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/4-9MM F1.6 VARIFOCA, WHITE, SMB
VDC-445V09-20S	CAMERA FLEXIDOME-VF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, 9-22MM F1.4 VF LENS, WHITE, SMB
VDC-455V03-20	CAMERA FLEXIDOME-XT+, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/2.6-6MM F1.4 VARIFOCA, WHITE
VDC-455V03-20S	CAMERA FLEXIDOME-XT+, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/2.6-6MM F1.4 VARIFOCA, WHITE, SMB
VDC-455V04-20	CAMERA FLEXIDOME-XT+, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/3.7-12MM F1.6 VARIFOCA, WHITE
VDC-455V04-20S	CAMERA FLEXIDOME-XT+, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/3.7MM-12MM F1.6 VARIFOCA, WHITE, SMB
VDC-455V09-20	CAMERA FLEXIDOME-XT+, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, 9-22MM F1.4 VF LENS, WHITE
VDC-455V09-20S	CAMERA FLEXIDOME-XT+, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, 9-22MM F1.4 VF LENS, WHITE, SMB
VDC-480V03-20S	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, 3-9.5MM F1.4 VF LENS, WHITE, SMB
VDC-480V04-20S	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, 3.7-12MM F1.4 VF LENS, WHITE, SMB
VDC-480V09-20S	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, 9-22MM F1.4 VF LENS, WHITE, SMB
VDC-485V03-20	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/3-9.5MM F1.0 VARIFOCA, WHITE
VDC-485V03-20S	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/3-9.5MM F1.0 VARIFOCA, WHITE, SMB

VDC-485V04-20	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/3.7-12MM F1.6 VARIFOCA, WHITE
VDC-485V04-20S	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, W/3.7-12MM F1.6 VARIFOCA, WHITE, SMB
VDC-485V09-20	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, 9-22MM F1.4 VF LENS, WHITE
VDC-485V09-20S	CAMERA FLEXIDOME-XF, COLOR NTSC, 540TVL, 12VDC/24VAC 60HZ, 9-22MM F1.4 VF LENS, WHITE, SMB
VDN-498V03-21	FLEXIDOME 2X, DAY/NIGHT, WDR, 540TVL, NTSC, 12VDC/24VAC, 60HZ, 2.8-10MM F1.2 VARIFOCA, WHITE, RECESSED MOUNT
VDN-498V03-21S	FLEXIDOME 2X, DAY/NIGHT, WDR, 540TVL, NTSC, 12VDC/24VAC, 60HZ, 2.8-10MM F1.2 VARIFOCA, WHITE, SURFACE MOUNT
VDN-498V06-21	FLEXIDOME 2X, DAY/NIGHT, WDR, 540TVL, NTSC, 12VDC/24VAC, 60HZ, 6-50MM F1.4 VARIFOCA, WHITE, RECESSED MOUNT
VDN-498V06-21S	FLEXIDOME 2X, DAY/NIGHT, WDR, 540TVL, NTSC, 12VDC/24VAC, 60HZ, 6-50MM F1.4 VARIFOCA, WHITE, SURFACE MOUNT
VDN-498V09-21	FLEXIDOME 2X, DAY/NIGHT, WDR, 540TVL, NTSC, 12VDC/24VAC, 60HZ, 9-22MM F1.4 VARIFOCA, WHITE, RECESSED MOUNT
VDN-498V09-21S	FLEXIDOME 2X, DAY/NIGHT, WDR, 540TVL, NTSC, 12VDC/24VAC, 60HZ, 9-22MM F1.4 VARIFOCA, WHITE, SURFACE MOUNT
VDN-5085-V321	FLEXIDOME 960H TRUE D/N WDR 2.8-10.5MM NTSC
VDN-5085-V321S	FLEXIDOME 960H TRUE D/N WDR 2.8-10.5MM NTSC+SMB
VDN-5085-V921	FLEXIDOME 960H TRUE D/N WDR 9-22MM NTSC
VDN-5085-V921S	FLEXIDOME 960H TRUE D/N WDR 9-22MM NTSC+SMB
VDN-5085-VA21	FLEXIDOME 960H TRUE D/N WDR 18-50MM NTSC
VDN-5085-VA21S	FLEXIDOME 960H TRUE D/N WDR 18-50MM NTSC+SMB
VEI-308V05-23W	ANALOG IR IMAGER, DINION 850NM, NTSC
VEI-309V05-23W	ANALOG IR IMAGER, DINION 940NM, NTSC
VEN-650V05-2A3	EX65 EXPLOSION PROTECTED CAMERA, ALUMINUM, DAY/NIGHT, 1/3-INCH CCD, 2X DSP, 5-50MM, NTSC, 12-24VDC/AC
VEN-650V05-2A3F	EX65 EXPLOSION PROTECTED CAMERA, ALUMINUM, DAY/NIGHT, 1/3-INCH CCD, 2X DSP, 5-50MM, NTSC, FIBER, 12-24VDC/AC
VEN-650V05-2S3	EX65 EXPLOSION PROTECTED CAMERA, STAINLESS STEEL, DAY/NIGHT, 1/3-INCH CCD, 2X DSP, 5-50MM, NTSC, 12-24VDC/AC
VEN-650V05-2S3F	EX65 EXPLOSION PROTECTED CAMERA, STAINLESS STEEL, DAY/NIGHT, 1/3-INCH CCD, 2X DSP, 5-50MM, NTSC, FIBER, 12-24VDC/AC
VER-D2R1-2	DINION CAPTURE 7000 DUAL LICENSE PLATE READER WITH LED CAMERA, 12.5-21FT CAPTURE RANGE, NTSC, W/BACKET
VER-D2R2-2	DINION CAPTURE 7000 DUAL LICENSE PLATE READER WITH LED CAMERA, 18-30FT CAPTURE RANGE, NTSC, W/BACKET
VER-D2R3-2	DINION CAPTURE 7000 DUAL LICENSE PLATE READER WITH LED CAMERA, 26-45FT CAPTURE RANGE, NTSC, W/BACKET
VER-D2R4-2	DINION CAPTURE 7000 DUAL LICENSE PLATE READER WITH LED CAMERA, 37-64FT CAPTURE RANGE, NTSC, W/BACKET
VER-D2R5-2	DINION CAPTURE 7000 DUAL LICENSE PLATE READER WITH LED CAMERA, 54-92FT CAPTURE RANGE, NTSC, W/BACKET
VER-L2R1-2	DINION CAPTURE 5000 LICENSE PLATE READER WITH LED CAMERA, 12.5-21FT CAPTURE RANGE, NTSC, W/BACKET
VER-L2R2-2	DINION CAPTURE 5000 LICENSE PLATE READER WITH LED CAMERA, 18-30FT CAPTURE RANGE, NTSC, W/BACKET
VER-L2R3-2	DINION CAPTURE 5000 LICENSE PLATE READER WITH LED CAMERA, 26-45FT CAPTURE RANGE, NTSC, W/BACKET
VER-L2R4-2	DINION CAPTURE 5000 LICENSE PLATE READER WITH LED CAMERA, 37-64FT CAPTURE RANGE, NTSC, W/BACKET
VER-L2R5-2	DINION CAPTURE 5000 LICENSE PLATE READER WITH LED CAMERA, 54-92FT CAPTURE RANGE, NTSC, W/BACKET
VEZ-221-ECCE	IP AUTODOME EASY II OUTDOOR NO IVA 10X COL NTSC CHARCOAL CLEAR DOME
VEZ-221-ECCEIVA	IP AUTODOME EASY II OUTDOOR IVA ENABLED 10X COL NTSC CHARCOAL CLEAR DOME
VEZ-221-ECTE	IP AUTODOME EASY II OUTDOOR NO IVA 10X COL NTSC CHARCOAL TINTED DOME
VEZ-221-ECTEIVA	IP IVA AUTODOME EZ2 OUT 10X NTSC CHAR TN
VEZ-221-EWCEIVA	IP AUTODOME EASY II OUTDOOR IVA ENABLED 10X COL NTSC WHITE CLEAR DOME
VEZ-221-EWCS	AUTODOME EASY II OUTDOOR 10X COL NTSC WHITE CLEAR DOME

VEZ-221-ICCEIVA	IP AUTODOME EASY II INDOOR IVA ENABLED 10X COL NTSC CHARCOAL CLEAR DOME
VEZ-221-ICTEIVA	IP AUTODOME EASY II INDOOR IVA ENABLED 10X COL NTSC CHARCOAL TINTED DOME
VEZ-221-IWCEIVA	IP AUTODOME EASY II INDOOR IVA ENABLED 10X COL NTSC WHITE CLEAR DOME
VEZ-221-IWCS	AUTODOME EASY II, 10X 530TVL COLOR NTSC MINIDOME PTZ CAMERA, INDOOR SURFACE MOUNT, WHITE, CLEAR BUBBLE 24VAC
VEZ-221-IWTEIVA	IP AUTODOME EASY II INDOOR IVA ENABLED 10X COL NTSC WHITE TINTED DOME
VEZ-221-IWTS	AUTODOME EASY II, 10X 530TVL COLOR NTSC MINIDOME PTZ CAMERA, INDOOR SURFACE MOUNT, WHITE, TINTED BUBBLE 24VAC
VEZ-523-EWCR	AUTODOME 5000 960H, 36X DAY/NIGHT PTZ, OUTDOOR PENDANT, ANALOG, CLEAR RUGGED BUBBLE
VEZ-523-IWCR	AUTODOME 5000 960H, 36X DAY/NIGHT PTZ, INDOOR PENDANT, ANALOG, CLEAR RUGGED BUBBLE
VEZ-A2-IC	IN-CEILING MOUNT KIT FOR AUTODOME EASY II ANALOG AND IP SERIES CAMERAS
VEZ-A2-JC	AUTODOME EASY II SURFACE MOUNT ADAPTER, CHARCOAL
VEZ-A2-JW	AUTODOME EASY II SURFACE MOUNT ADAPTER, WHITE
VEZ-A2-PC	AUTODOME EASY II PIPE MOUNT, CHARCOAL
VEZ-A2-PW	AUTODOME EASY II, PIPE MOUNT WHITE
VEZ-A2-WC	AUTODOME EASY II WALL MOUNT, CHARCOAL
VEZ-A2-WW	AUTODOME EASY II WALL MOUNT, WHITE
VEZ-A5-PP	AUTODOME 5000 PIPE MOUNT
VEZ-A5-WL	AUTODOME 5000 WALL MOUNT
VEZ-SBUB-CL	AUTODOME EASY II POLYCARBONATE RUGGED BUBBLE, CLEAR
VEZ-SBUB-TI	AUTODOME EASY II POLYCARBONATE RUGGED BUBBLE, TINTED
VG4-523-ECE	500I SERIES PTZ 26X D/N NTSC, ENVIRO ASSEMBLY, 24 VAC, IP CLEAR BUBBLE, NO MOUNT
VG4-524-CCE	500I SERIES PTZ 36X D/N NTSC, IN-CEILING, 24 VAC, IP CLEAR BUBBLE
VG4-A-9541	MAST (POLE) MOUNT, FOR USE WITH PENDANT ARM STYLE POWER SUPPLIES
VG4-A-9542	CORNER MOUNT, FOR USE WITH PENDANT ARM STYLE POWER SUPPLIES
VG4-A-9543	AUTODOME PIPE MOUNT, WHITE
VG4-A-PA0	AUTODOME PENDANT ARM, 24 VAC (NO TRANSFORMER), WHITE
VG4-A-PA1	AUTODOME PENDANT ARM, 120 VAC, WHITE
VG4-A-PSU0	AUTODOME MODULAR (G5) REMOTE POWER UNIT, 24 VAC, NEMA, WHITE
VG4-A-PSU1	AUTODOME REMOTE POWER UNIT, 120 VAC (100W), NEMA, WHITE
VG4-A-TSKIRT	TRIM SKIRT, AUTODOME PSU BOX, WHITE
VG4-FHWD-1	MOUNTING KIT FOR AUTODOME IP FIBER BOARD
VG4-MHSG-NT	AUTODOME MODULAR (G4) OUTDOOR PRESSURIZED PENDANT HOUSING, WHITE, TINTED HIGH RES BUBBLE
VG4-MTRN-0	AUTODOME MODULAR (G4) STANDARD COMMUNICATIONS MODULE (FIXED MODELS)
VG4-MTRN-C	AUTODOME MODULAR (G4) ALTERNATIVE PROTOCOL MODULE COMMUNICATIONS MODULE (AD MANCHESTER, SENSORMATIC RS-422)
VG4-MTRN-E1	AUTODOME MODULAR (G4) H.264 ETHERNET COMMUNICATIONS MODULE
VG4-SFPSCKT	ETHERNET TO SFP INTERFACE KIT FOR AUTODOME IP AND MIC IP SERIES
VG4-SHTR-XT	AUTODOME MODULAR (G4) HEATER MODULE EXTENDED TEMPERATURE RANGE
VG5-161-CT0	100 SERIES FIXED 2.7-13.5MM/COLOR, NTSC, IN-CEILING, ANALOG, POLYCARBONATE TINTED BUBBLE
VG5-161-PT0	100 SERIES FIXED 2.7-13.5MM/COLOR, NTSC, INDOOR PENDANT, ANALOG, TINTED ACRYLIC BUBBLE
VG5-162-CT0	100 SERIES FIXED 2.7-13.5MM/DAY/NIGHT, NTSC, IN-CEILING, ANALOG, POLYCARBONATE TINTED BUBBLE
VG5-162-EC0	100 SERIES FIXED 2.4-13MM/DAY/NIGHT, NTSC, OUTDOOR PENDANT, ANALOG, CLEAR ACRYLIC BUBBLE
VG5-162-PT0	100 SERIES FIXED 2.7-13.5MM/DAY/NIGHT, NTSC, INDOOR PENDANT, ANALOG, TINTED ACRYLIC BUBBLE
VG5-163-CT0	100 SERIES FIXED 5-50MM/COLOR, NTSC, IN-CEILING, ANALOG, POLYCARBONATE TINTED BUBBLE
VG5-163-PT0	100 SERIES FIXED 5-50MM/COLOR, NTSC, INDOOR PENDANT, ANALOG, TINTED ACRYLIC BUBBLE
VG5-164-CT0	100 SERIES FIXED 5-50MM/DAY/NIGHT, NTSC, IN-CEILING, ANALOG, POLYCARBONATE TINTED BUBBLE
VG5-164-EC0	100 SERIES FIXED 5-50MM/DAY/NIGHT, NTSC, OUTDOOR PENDANT, ANALOG, CLEAR ACRYLIC BUBBLE
VG5-164-PT0	100 SERIES FIXED 5-50MM/DAY/NIGHT, NTSC, INDOOR PENDANT, ANALOG, TINTED ACRYLIC BUBBLE

VG5-623-CTS	600 SERIES PTZ 28X DAY/NIGHT, NTSC, STD IN-CEILING, ANALOG, TINTED POLYCARBONATE BUBBLE
VG5-623-ECS	600 SERIES PTZ 28X DAY/NIGHT, NTSC, STD OUTDOOR PENDANT, ANALOG, CLEAR ACRYLIC BUBBLE
VG5-623-PCS	600 SERIES PTZ 28X DAY/NIGHT, NTSC, STD INDOOR PENDANT, ANALOG, CLEAR ACRYLIC BUBBLE
VG5-624-ECS	600 SERIES PTZ 36X DAY/NIGHT, NTSC, STD OUTDOOR PENDANT, ANALOG, CLEAR ACRYLIC BUBBLE
VG5-624-PCS	600 SERIES PTZ 36X DAY/NIGHT, NTSC, STD INDOOR PENDANT, ANALOG, CLEAR ACRYLIC BUBBLE
VG5-7028-C2PT4	AUTODOME 7000 IP 28X DAY/NIGHT IN-CEILING NTSC, TINTED ACRYLIC BUBBLE, HIGH PoE or 24VAC
VG5-7028-E2PC4	AUTODOME 7000 IP 28X DAY/NIGHT INDOOR/OUTDOOR PENDANT NTSC, CLEAR ACRYLIC BUBBLE, HIGH PoE or 24VAC
VG5-7036-E2PC4	AUTODOME 7000 IP 36X DAY/NIGHT INDOOR/OUTDOOR PENDANT NTSC, CLEAR ACRYLIC BUBBLE, HIGH PoE or 24VAC
VG5-7220-CPT4	AUTODOME 7000 HD 20X DAY/NIGHT IN-CEILING 50/60HZ, TINTED ACRYLIC BUBBLE, HIGH PoE or 24VAC
VG5-7220-EPC4	AUTODOME 7000 HD 20X DAY/NIGHT INDOOR/OUTDOOR PENDANT 50/60HZ, CLEAR ACRYLIC BUBBLE, HIGH PoE or 24VAC
VG5-723-CCE2	700 SERIES PTZ 28X DAY/NIGHT, NTSC, IP IN-CEILING, CLEAR POLYCARBONATE BUBBLE
VG5-723-ECE2	700 SERIES PTZ 28X DAY/NIGHT, NTSC, IP INDOOR/OUTDOOR PENDANT, CLEAR ACRYLIC BUBBLE
VG5-724-ECE2	700 SERIES PTZ 36X DAY/NIGHT, NTSC, IP INDOOR/OUTDOOR PENDANT, CLEAR ACRYLIC BUBBLE
VG5-836-ECEV	800 SERIES HD, 1080p, D/N, 20X, CLEAR BUBBLE, 50/60HZ, IVA
VGA-BUBBLE-CCLA	AUTODOME IP IN-CEILING HIGH RES BUBBLE, CLEAR
VGA-BUBBLE-CCLR	AUTODOME INCEIL CLEAR RUGGED POLYCARBONATE BUBBLE
VGA-BUBBLE-CTIA	AUTODOME IP IN-CEILING HIGH RES BUBBLE, TINTED
VGA-BUBBLE-CTIR	AUTODOME INCEIL TINTED RUGGED POLYCARBONATE BUBBLE
VGA-BUBBLE-PCLA	AUTODOME PEND CLEAR HIGHRES ACRYLIC BUBBLE
VGA-BUBBLE-PCLR	AUTODOME PEND CLEAR RUGGED POLYCARBONATE BUBBLE
VGA-BUBBLE-PTIA	AUTODOME PEND TINTED HIGHRES ACRYLIC BUBBLE
VGA-BUBBLE-PTIR	AUTODOME PEND TINTED RUGGED POLYCARBONATE BUBBLE
VGA-BUBHD-CCLA	AUTODOME HD IN-CEILING HIGH RES BUBBLE, CLEAR
VGA-BUBHD-CTIA	AUTODOME HD IN-CEILING HIGH RES BUBBLE, TINTED
VGA-BUBLRG-CCLA	AUTODOME LARGE IN-CEILING CAN HIGH RES BUBBLE, CLEAR
VGA-BUBLRG-CTIA	AUTODOME LARGE IN-CEILING CAN HIGH RES BUBBLE, TINTED
VGA-FIBER-AN	AUTODOME ANALOG MULTIMODE FIBER KIT
VGA-IC-SP	SUSPENSION CEILING SUPPORT KIT- 7 IN. DI
VGA-IP54K-IC	AUTODOME IN-CEILING IP54 RATING KIT
VGA-IP54K-IC78	AD IN-CEILING IP54 RATING KIT FOR IP,HD
VGA-PEND-ARM	AUTODOME PENDANT ARM WITH WIRING
VGA-PEND-WPLATE	AUTODOME PENDANT ARM WALL PLATE 24VAC
VGA-ROOF-MOUNT	AUTODOME ROOF PARAPET MOUNT WITHOUT PIPE
VGA-SBOX-COVER	AUTODOME POWER SUPPLY BOX COVER
VIDOS16CH	VIDOS STAND-ALONE LICENSE FOR 16 CHANNELS
VIDOS16CH-5P	VIDOS STAND-ALONE LICENSE FOR 16 CHANNELS 5-PACK
VIDOS32CH	VIDOS STAND-ALONE LICENSE FOR 32 CHANNELS
VIDOS32CH-10P	VIDOS STAND-ALONE LICENSE FOR 32 CHANNELS 10-PACK
VIDOS32CH-5P	VIDOS STAND-ALONE LICENSE FOR 32 CHANNELS 5-PACK
VIDOS64CH	VIDOS STAND-ALONE LICENSE FOR 64 CHANNELS
VIDOS64CH-10P	VIDOS STAND-ALONE LICENSE FOR 64 CHANNELS 10-PACK
VIDOSCL	VIDOS CLIENT LICENSE PER PC W/O CAMERAS
VIDOSPRODEMO	VIDOS PRO 30-DAY TRIAL VERSION INCLUDING MANUAL AND CD
VIDOSUNLIM-10P	VIDOS STAND-ALONE LICENSE FOR UNLIMITED NO. OF CHANNELS 10-PACK
VIP-VJTXF-RMK	RACK-MOUNT KIT 5X VIP-X1XF OR 3X VJT-XF
VIP-X1600-B	VIP X1600 CHASSIS FOR 4x4 H.264 OR MPEG4 ENCODER: H.264 WITH XFM4 A OR B MODS, MPEG-4 WITH 4S OR 4SA MODS, EXCL. PSU
VIP-X1600-PS	VIP X1600 POWER SUPPLY UNIT, 100-240V AC / 47-63 Hz / 1.6 A
VIP-X1600-XFB	VIP X1600 XF CHASSIS FOR 4x4 H.264 OR MPEG-4 ENCODER WITH SFP SLOT: H.264 WITH XFM4 A OR B MODS, MPEG-4 WITH 4S OR 4SA MODS, EXCL. PSU

VIP-X1600-XFM4A	VIP X1600 XF 4CH ENCODER MODULE, H.264, W/ AUDIO
VIP-X1600-XFM4B	VIP X1600 XF 4CH ENCODER MODULE, H.264, W/ AUDIO, BILINX
VIP-X16XF-E	16 CHANNEL H.264 DUAL STREAMING VIDEO ENCODER; MOTION+ VCA; 2 AUDIO IN, 1 AUDIO OUT; 4 ALARM IN, 1 RELAY OUT; INCL PSU
VIP-X1-FS1	IVMD (INTELLIGENT VIDEO MOTION DETECTION) V1.0 LICENSE FOR VIP-X1 SINGLE CHANNEL ENCODERS
VIP-X1XF	1-CHANNEL ENCODER, H.264 DUAL-STREAMING, SD CARD SLOT, VCA READY, EXCL. PSU
VIP-X1XF-E	1-CHANNEL ENCODER, H.264 DUAL-STREAMING, SD CARD SLOT, EXCL. PSU (without FPGA for VCA)
VIP-X1XF-PSU	VIP-X1-XF POWER SUPPLY
VIP-X2-FS1	IVMD (INTELLIGENT VIDEO MOTION DETECTION) V1.0 LICENSE FOR VIP-X2 TWO CHANNEL ENCODERS (VALID FOR 2 CHANNELS)
VIP-XD	VIP XD, HIGH PERFORMANCE SINGLE CHANNEL QUAD-VIEW MPEG-4 DECODER, INCL. PSU
VIP-XDA	VIP XD, HIGH PERFORMANCE SINGLE CHANNEL QUAD-VIEW MPEG-4 DECODER, AUDIO, INCL. PSU
VIP-XDHD	HD, HIGH PERFORMANCE SINGLE CHANNEL QUAD-VIEW H.264 DECODER
VIP-X-PS	VIP-X POWER SUPPLY (SPARE)
VJR-821-ICCV	JR HD PTZ 1080p D/N CHARCOAL CLEAR 60HZ IVA
VJR-821-ICTV	JR HD PTZ 1080p D/N CHARCOAL TINTED 60HZ IVA
VJR-821-IWCV	JR HD PTZ 1080p D/N WHITE CLEAR 60HZ IVA
VJR-821-IWTV	JR HD PTZ 1080p D/N WHITE TINTED 60HZ IVA
VJR-831-EWCV	JR HD PTZ OUTDOOR 1080p D/N WHITE CLEAR 60HZ IVA
VJR-A3-IC	IN-CEILING MOUNT KIT FOR AUTODOME JUNIOR HD SERIES CAMERAS
VJR-A3-IC54	PLENUM-RATED IN-CEILING MOUNT KIT FOR AUTODOME JUNIOR HD SERIES CAMERAS
VJR-A3-SP	AUTODOME JR SUPPORT KIT FOR VJR-A3-IC FLUSH MOUNTING KIT
VJR-F801-ICCV	JR HD FIXED, 1080p, D/N, 10X INDOOR CHAR/CLEAR, IVA
VJR-F801-ICTV	JR HD FIXED, 1080p, D/N, 10X INDOOR CHAR/TINTED, IVA
VJR-F801-IWCV	JR HD FIXED, 1080p, D/N, 10X INDOOR WHITE/CLEAR, IVA
VJR-F801-IWTV	JR HD FIXED, 1080p, D/N, 10X INDOOR WHITE/TINTED, IVA
VJR-SBUB2-CL	BUBBLE FOR AUTODOME JR HD, CLEAR
VJR-SBUB2-TI	BUBBLE FOR AUTODOME JR HD, TINTED
VJR-SBUB3-CL	BUBBLE FOR AUTODOME JR HD OUTDOOR, CLEAR
VJR-SBUB3-TI	BUBBLE FOR AUTODOME JR HD OUTDOOR, TINTED
VJT-X10S-H008	VIDEOJET X10 MPEG-4 RUGGED ENCODER, 80 GB HDD, BILINX, EXCL. PSU
VJT-X20S-H008	VIDEOJET X20 MPEG-4 RUGGED ENCODER, 80 GB HDD, BILINX, EXCL. PSU
VJT-X20XF-E	2-CHANNEL ENCODER, H.264 DUAL-STREAMING, CF CARD SLOT, INCL. PSU (without FPGA for VCA)
VJT-X40S-H008	VIDEOJET X40 MPEG-4 RUGGED ENCODER, 80 GB HDD, BILINX, EXCL. PSU
VJT-X40XF-E	4-CHANNEL ENCODER, H.264 DUAL-STREAMING, CF CARD SLOT, INCL. PSU (without FPGA for VCA)
VJT-XACC-PS	VIDEOJET X10/20/40 EXTERNAL WIDE-RANGE EXT TEMP PSU
VJT-XACC-PSN	VIDEOJET X10/20/40 EXTERNAL WIDE-RANGE NORMAL TEMP PSU
VJT-XACC-RMK	VIDEOJET-X SN AND VJ10 RACK MOUNT KIT FOR 3 UNITS
VJT-XTCXF	VIDEOJET XTC XF, H.264 4 CHANNEL VIDEO TRANSCODER; PROVIDES 2 INDEPENDENT TRANSCODED STREAMS; INCLUDES PSU
VLG-2V2806-MP3	3 MEGAPIXEL CS LENS, 1/3-INCH, 2.8-6MM, IR CORRECTED, DC IRIS, F1.4 TO 360
VLR-4075-V521	COMPACT IR LICENSE PLATE BULLET CAMERA, 5-50MM, 16-91FT CAPTURE, 75MPH, 960H, 720TVL SENSOR, NTSC, 12VDC/24VAC, IP66
VOT-320V009H	IP CAMERA, THERMAL 320x240, 9MM LENS, H.264, 30Hz, IVA ENABLED, SD CARD SLOT
VOT-320V009L	IP CAMERA, THERMAL 320x240, 9MM LENS, H.264, 8.33Hz, IVA ENABLED, SD CARD SLOT
VOT-320V013H	IP CAMERA, THERMAL 320x240, 13MM LENS, H.264, 30Hz, IVA ENABLED, SD CARD SLOT
VOT-320V013L	IP CAMERA, THERMAL 320x240, 13MM LENS, H.264, 8.33Hz, IVA ENABLED, SD CARD SLOT
VOT-320V019H	IP CAMERA, THERMAL 320x240, 19MM LENS, H.264, 30Hz, IVA ENABLED, SD CARD SLOT
VOT-320V019L	IP CAMERA, THERMAL 320x240, 19MM LENS, H.264, 8.33Hz, IVA ENABLED, SD CARD SLOT
VOT-320V060H	IP CAMERA, THERMAL 320x240, 60MM LENS, H.264, 30Hz, IVA ENABLED, SD CARD SLOT
VOT-320V060L	IP CAMERA, THERMAL 320x240, 60MM LENS, H.264, 8.33Hz, IVA ENABLED, SD CARD SLOT
VP-CFGSFT	CONFIGURATION SOFTWARE FOR DOMES/CAMERAS USING BILINX INCLUDES VP-USB ADAPTOR
VP-RS2BLNX	PROTOCOL CONVERTER, RS-232 AND RS-485 TO BILINX CONVERTER, 24VAC, 50/60Hz
VP-USB	BILINX TO USB ADAPTOR FOR USE WITH CONFIGURATION TOOL FOR DOMES/CAMERAS
VTA-ADPO-2075	CIRCULAR GANG BOX ADAPTOR PLATE FOR USE WITH 960H BULLET CAMERAS (VT*-407* AND VLR-4075)

VTI-4075-V321	OUTDOOR DAY/NIGHT IR BULLET CAMERA, 2.8-12MM, 100FT, 960H, 720TVL SENSOR, NTSC, 12VDC/24VAC, IP66
VTI-4075-V921	OUTDOOR DAY/NIGHT IR BULLET CAMERA, 9-22MM, 200FT, 960H, 720TVL SENSOR, NTSC, 12VDC/24VAC, IP66
VTI-4085-V521	OUTDOOR DAY/NIGHT WDR IR BULLET CAMERA, 5-50MM, 200FT, 960H, 720TVL SENSOR, NTSC, 12VDC/24VAC, IP66
VTN-4075-V321	OUTDOOR DAY/NIGHT BULLET CAMERA, 2.8-12MM, 960H, 720TVL SENSOR, NTSC, 12VDC/24VAC, IP66
WPTV244300UL	POWER SUPPLY, OUTDOOR, 1 TO 4 CHANNEL, 120VAC 60HZ INPUT, 24-28VAC OUTPUT, 12.5A/10A, WALL MOUNT ENCLOSURE
WZMB.001	GANG BOX ADAPTOR PLATE FOR VTI-220 AND REG-X

MSRP

280.00
140.00
150.00
780.00

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82.40

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130.00

1,071.20

206.00

1,380.20

2,000.00
2,200.00
1,780.00

206.00

820.00
480.00

60.00
329.60

1,534.70
1,697.44

2,580.00
92.70
3,809.60
3,809.60
3,809.60
3,809.60
4,500.00

110.00
170.00
60.00
2,748.00
2,748.00
2,748.00
2,748.00
40.00
40.00
50.00
50.00
2,863.40
3,244.50
780.00

3,481.40
1,100.00

206.00
110.00
82.40
1,200.00

380.00
948.42

11,050.00
9,400.00
11,050.00
9,400.00
11,050.00
9,400.00
17,000.00
16,000.00
515.00

130.00
103.00
44.00

350.92

474.21

603.20

301.60

330.00

44.00

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. 9

P.O Number: Expected Delivery Date: Amend Resolution 218-13 Page 176 of 178

Vendor #: 22004 Vendor Name: Electra Link, Inc. Mail Yes: No:

Address: 9906 E. 43rd Street, Suite G Fob Point: Taxable Yes: No: Quotes Attached Yes: No:

City: Tulsa State: OK Zip Code: 74146 Ship to code: Division Head Approval:

Requester: Glenda Eden Requester's Employee #: Extension:

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Access Control and Security System for Solid Waste	1	LOT	31,752.96	\$31,752.96	5500.5080.5801.00	13030.6001	Contract#	6252
2						test			
3									
4									
5									
6									
7									
8									
9									
10									
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Per RFP 13-11, Access Control and Security System; Resolution#

Subtotal: \$31,752.96
Tax: \$0.00
Total: \$31,752.96

Approvals:

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

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. 9	
							P.O Number:	Expected Delivery Date: Amend Resolution 218-13 Page 177 of 178	
Vendor #: 22004		Vendor Name: Electra Link, Inc.					Mail Yes:_____ No:_____		
Address: 9906 E. 43rd Street, Suite G						Fob Point:	Taxable Yes:_____ No:_____	Quotes Attached Yes:_____ No:_____	
City: Tulsa		State: OK		Zip Code: 74146	Ship to code:		Divison Head Approval:		
Requester: James Nicholson						Requester's Employee #:		Extension:	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Access Control and Security System for Airport	1	LOT	10,452.00	\$10,452.00	5550.3960.5801.00	13030.6001	Contract#	6252
2									
3									
4									
5									
6									
7									
8									
9									
10									
*	Shipping/Handling		Lot		\$0.00				
Special Instructions: Per RFP 13-11, Access Control and Security System; Resolution# _____							Subtotal: \$10,452.00 Tax: \$0.00 Total: \$10,452.00		
Approvals: Mayor: _____ Department Director: _____ Purchasing Manager: _____ Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____									

City of Fayetteville Item Review Form

2014-0199

Legistar File Number

May 6 2014

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

Don Marr

Submitted By

Utilities Division

Department

Action Required:

A resolution to approve a contract between the City of Fayetteville and RJN Group Inc., (RFQ 13-01 Selection #11) for professional engineering services and approving a budget adjustment in the amount of \$56,000

Does this item have a cost? ☒ Yes

\$56,000.00

Cost of this request

\$56,000.00

Category or Project Budget

Engineering Services

Program or Project Name

5400.5700.5314.00

Account Number

\$0.00

Funds Used to Date

Sewer Mains Construction

Program or Project Category

02017-1202

Project Number

\$0.00

Remaining Balance

Water & Sewer Fund

Fund Name

Budgeted Item? ☐ No

Budget Adjustment Attached? ☒ Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



4/22/14

Paul A. Butler 4-22-2014

Don Marr 4/22/14

Frank J. [Signature]

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council
THRU: Mayor Lioneld Jordan
FROM: Don Marr, Chief of Staff 
DATE: April 22, 2014
SUBJECT: Engineering Services Contract

RECOMMENDATION:

Pass an ordinance for a bid waiver and approving a contract with RJN Group Inc. for professional engineering services for \$56,000.00 to be used specifically for the completion of projects within the Water & Sewer Fund that have begun and where use of these services will save time and money to finish related engineering work.

BACKGROUND:

The City of Fayetteville Utilities Director – David Jurgens, and Design Team Engineer – Shannon Jones both accepted new positions and voluntarily left their employment with the City of Fayetteville in January and February of 2014 respectively. In their departure there are no remaining licensed engineers to stamp plans and complete drawings, and prepare bid documents for numerous projects that were in progress once engineering services was brought in-house approximately 5 years ago.

DISCUSSION:

It has been determined that the new Utilities Director should be involved in determining if we want to continue with in house engineering services going forward – and so replacement of our internal engineering professional for the water/sewer design team will be delayed until the new Utilities Director is hired and an assessment of continuing in this manner can be determined.

We also believe that if the decision is made to retain this position in-house then the new Utility Director should have the opportunity of hiring such an important member of their staff.

In the interim it will be less costly to utilize a firm that has the prior experience with the projects that had begun under the in-house engineering staff. This will allow the chosen firm to complete in progress projects that were being worked on while internal engineering staff was employed with the City of Fayetteville – providing the City with engineering services and bid document preparation rather than incurring additional time and delaying projects, and paying additional cost of bringing up to speed a new engineering firm to complete these tasks.

Therefore, a selection committee was formed (RFQ 13-01 Selection #11) and RJN Group Inc. was selected for providing these services, because they were the firm that could provide the most knowledge and experience on these projects that had been previously begun. Shannon Jones will be the assigned engineer from RJN Group, Inc. for the work with the City of Fayetteville on these projects.

Our CH2M Hill contract allows for the hiring/contracting of Engineering Services and we will be adding engineering services to this to the scope of the contract renewal with CH2M Hill for new projects moving forward and during the next 12 to 18 month period.

BUDGET/STAFF IMPACT:

An appropriation of \$56,000.00 is requested to pay for engineering services. This will be paid for within the cost of these projects.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH RJN GROUP, INC. IN THE AMOUNT OF \$56,000.00 FOR PROFESSIONAL ENGINEERING SERVICES, AND TO APPROVE 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 RJN Group, Inc. in the amount of \$56,000.00 for professional engineering services related to partially completed projects within the Water and Sewer Fund.

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 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 10
RJN Group, Inc.
Page 5 of 18

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
RJN GROUP, INC.

THIS AGREEMENT is made as of _____, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and RJN GROUP, INC. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER'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 ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 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 ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 3.1.6 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.
- 3.1.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER 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. ENGINEER 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 ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based on a Unit Price or Lump Sum basis as described in Appendix A.
- 5.2 Statements
- 5.2.1 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 ENGINEER'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 ENGINEER 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.

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER'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 ENGINEER 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

- 5.4.1 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, ENGINEER 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 ENGINEER 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 ENGINEER 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, ENGINEER 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

ENGINEER 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 ENGINEER 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 ENGINEER's services.

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER 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 ENGINEER.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER 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, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER'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 ENGINEER.

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 ENGINEER 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 ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, 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 ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER 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, ENGINEER 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 ENGINEER 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 ENGINEER to fulfill contractual obligations, it is determined that ENGINEER 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
- 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 ENGINEER'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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 of ENGINEER 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 ENGINEER for services rendered by ENGINEER.

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'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 ENGINEER. 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 ENGINEER's activities pertaining to any such publication shall be for ENGINEER'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 ENGINEER 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 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER 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 ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER 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.

6.13 Notices

- 6.13.1 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

ENGINEER's address:
26 East Meadow, #7
Fayetteville, AR 72701

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 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.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER 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 ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, 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 ENGINEER

- 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 ENGINEER 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 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER'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 ENGINEER's obligations under this clause are in addition to ENGINEER'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 ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER 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. ENGINEER shall also maintain the financial information and data used by ENGINEER 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. ENGINEER 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 ENGINEER;

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

7.4.1 ENGINEER 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 ENGINEER 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 ENGINEER or any of ENGINEER'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 ENGINEER 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 ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. 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 ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 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, ENGINEER 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 ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

RJN GROUP, INC.

By : _____
Mayor, Lioneld Jordan

By: Hugh M. Kelso
Hugh M. Kelso

ATTEST:

By: _____
City Clerk

Title: Vice President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Appendix A

1. Project Title: On-Call Services
2. Project Description: RJN Group will provide professional engineering services on an on-call basis for various water and wastewater facilities.
3. Services of RJN Group: RJN Group will perform duties as directed by the City of Fayetteville and agreed to by the Engineer. Work beyond the not to exceed amount below is considered extra work.
4. Payment to Engineer: The City of Fayetteville will pay RJN Group, for time spent on the project, at the hourly payroll rate of each of RJN Group's personnel during the performance of these services for work time directly connected with the project. The not to exceed cost of these services is \$19,900.00. The actual total fee may not exceed this estimate without a formal contract amendment approved by the City of Fayetteville. For informational purposes, a breakdown of RJN Group's approximate current hourly rates for each employee classification is included in Exhibit A.

Expenses other than salary costs that are directly attributable to performance of professional services will be billed as follows:

- a. Direct cost plus 12 percent professional fee for reproduction, presentation material preparation, presentation materials, mail/courier expenses, reports, plan sheets, etc.
 - b. The amount allowed by the federal government for mileage (\$0.56/mile).
5. Attachments: Exhibit A - Hourly Rate Schedule

Appendix A

Attachment A

RJN GROUP, INC.
HOURLY BILLING RATES

<u>CATEGORY</u>	<u>BILLING RATE RANGES*</u>
Administrative Staff	\$ 30 - \$ 75
Field Technician	\$ 45 - \$ 55
Field Supervisor	\$ 55 - \$ 68
Engineer Technician	\$ 70 - \$ 85
Geographic Information Services (GIS)	\$ 80 - \$ 90
Computer Aided Design and Drafting (CADD)	\$ 80 - \$ 90
Field Manager	\$ 80 - \$ 95
Engineer-In-Training (EIT)	\$ 85 - \$ 95
Project Engineer	\$105 - \$125
Project Manager	\$135 - \$165
Quality Assurance/Quality Control (QA/QC) Engineer	\$145 - \$165
Principal	\$190 - \$250

City of Fayetteville Item Review Form

2014-0188

Legistar File Number

May 6, 2014

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

Alison Jumper

Submitted By

Parks and Recreation

Department

Action Required:

Approval of contract amendment #1 with Lose and Associates for construction documents and bidding services for phase one of the Regional Park.

Does this item have a cost? ☒ Yes

\$726,022.00

Cost of this request

\$4,476,766.00

Category or Project Budget

Regional Park

Program or Project Name

2250.9255.5314.00

Account Number

\$37,583.00

Funds Used to Date

Regional Park

Program or Project Category

02002.1

Project Number

\$3,713,161.00

Remaining Balance

Parks Development

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☒ No

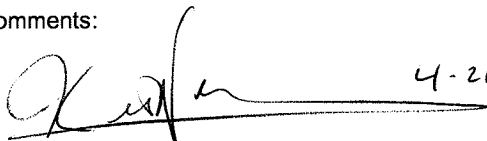
V20130812

Previous Ordinance or Resolution #

223-13

Original Contract Number:

Comments:

 4-21-14

Paul A. Buehner 4-22-2014

4-22-14



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff *DM*
Connie Edmonston, Parks and Recreation Director

FROM: Alison Jumper, Park Planning Superintendent

DATE: April 17, 2014

SUBJECT: Resolution to approve Contract Amendment #1 to the contract for architectural services with Lose and Associates

RECOMMENDATION:

Staff recommends a resolution approving Amendment #1 to the contract with Lose and Associates for design and construction documentation of Phase One of the Regional Park in the amount not to exceed \$726,022.

BACKGROUND:

The City of Fayetteville has been planning for a Regional Park since 2002. A site was selected in 2003, and after several years approximately 200 acres were generously donated by Chambers bank for the park.

A Request for Statements of Qualification (RFQ) 13-13 for design services for the Regional Park Master Plan was advertised August 23, 2013. Lose and Associates was selected to complete the Master Plan design which is now complete. Phase One of the construction was undertermined at the time of the original RFQ. Since that time, the citizens of Fayetteville approved a Bond for \$3.5 million to help fund the construction of the park. Phase One will consist of site grading, utility and roadway development necessary to develop 6 soccer fields, up to 4 baseball fields, supporting restroom/concession and site amenities for sports fields. Roadway design including stormwater, street lighting and landscaping will be provided. Support parking facilities, a playground and a large group pavilion with restrooms will also be provided in this phase.

DISCUSSION:

Lose and Associates has provided the attached Contract Amendment #1 to include the design and construction documents for bidding for phase one of the park. If approved, services will be provided from November 2013 through September 2014. Construction of Phase One of the project is expected to begin in by the end of 2014.

BUDGET/STAFF IMPACT:

This project is funded with Parks Development funds. The cost of \$726,022 is accounted for in project number 02002.1 – Regional Park.

Attachments:

Staff Review Form

Resolution No. 57-13

Amendment #1 Signed by Architect

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL LANDSCAPE, ARCHITECTURAL AND ENGINEERING SERVICES WITH LOSE AND ASSOCIATES, INC. IN THE AMOUNT NOT TO EXCEED \$726,022.00 FOR DESIGN AND CONSTRUCTION DOCUMENTATION OF THE REGIONAL PARK

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 the agreement for professional landscape, architectural and engineering services with Lose and Associates, Inc. in the amount not to exceed \$726,022.00 for design and construction documentation of the Regional Park and authorizes Mayor Jordan to sign Amendment No. 1.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL LANDSCAPE ARCHITECTURAL, ARCHITECTURAL AND ENGINEERING SERVICES
CITY OF FAYETTEVILLE
Fayetteville, AR
CONTRACT AMENDMENT NO.1
Fayetteville Regional Park

This Contract Amendment No.1 dated _____, 2014 shall amend the original contract between the CITY OF FAYETTEVILLE, ARKANSAS and LOSE AND ASSOCIATES dated November 5th, 2013 for professional landscape architectural, architectural and engineering services in connection with the Regional Park Master Plan (the "Project"). This Contract Amendment No.1 adds professional landscape architectural, architectural and engineering services for Phase One Design, Construction Documentation and Bidding Services, as described herein.

The contract is hereby modified as follows:

SECTION 2 – BASIC SERVICES OF ENGINEER

The following Sections add to corresponding Sections in the original contract.

- 2.1 Perform professional services in connect with the Project as herein stated.
 - 2.1.1 The additional Scope of Services to be furnished by LOSE AND ASSOCIATES during the Project is included as Appendix A attached hereto and made a part of this Agreement.

SECTION 5 - PAYMENTS TO LOSE AND ASSOCIATES

5.1 Compensation

CITY OF FAYETTEVILLE shall pay LOSE AND ASSOCIATES an additional amount not to exceed \$726,022 for Phase One Design, Construction Documentation and Bidding services in accordance with the provisions described in the following paragraphs. CITY OF FAYETTEVILLE shall pay LOSE AND ASSOCIATES for Phase One Design, Construction Documentation and Bidding services rendered on the project at the rates shown in the attached Appendix B. Under-runs in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of LOSE AND ASSOCIATES, and has been executed on behalf of the CITY OF FAYETTEVILLE, in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

By: _____
Mayor Lioneld Jordan

Attest: _____

LOSE AND ASSOCIATES

By: Chun Chung

Title: President

APPENDIX A. – SCOPE OF SERVICES

Item 1. TOPOGRAPHIC SURVEY

- A. Upon receipt of approval of the master plan, a topographic survey will be prepared for the area to be developed in Phase 1. This topographic survey will be prepared with a 2' contour interval. The topographic survey will also pick up existing right of ways for Judge Cummings Road and existing utilities and corresponding easements that are located on the property. Streams and other natural features will be documented. Large specimen trees will be located along with areas of forest. Park boundaries will also be shown. The survey will be completed using state plane coordinates.

Item 2. CORPS PERMITTING

- A. During the development of construction plans, we will work with the U.S. Army Corps of Engineers to secure Nationwide Permit for wetland impacts that will occur in Phase 1. This will include development of wetland impact mitigation solutions as needed to obtain the permit.

Item 3. PHASE 1 CONSTRUCTION DOCUMENT PREPERATION AND BIDDING

Phase 1 will consist of site grading, utility and roadway development necessary to develop 6 soccer fields, up to 4 baseball fields, supporting restroom/concession and site amenities for sports fields. Roadway design including stormwater, street lighting and landscaping will be provided. Support parking facilities, a playground and a large group pavilion with restrooms will also be provided in this phase. Sanitary sewer for the project will be an onsite septic system. Funding from the project will come from funds dedicated for park improvements and roadway improvement set aside by the city. It is the intent of the city to use a Construction Management Process for the development of this project. The following steps will be followed as part of the design process.

- A. **Initiation:** After the master planning effort is complete, we will meet with the client committee to define the project scope that will move forward as part of Phase 1 of construction. Following this meeting, any additional field work will begin along with the production of construction documents.
- B. **Schematic Design:** The preliminary design phase will evaluate the scope of work to be accomplished in relation to the budget. Areas requiring additional topographic surveys or base data will be identified. Areas requiring environmental remediation will also be identified. Schematic plans will then be developed to a 50% level and plan submittals made for buildings, grading, layout, utilities, details, etc. During this process, we will

continue to coordinate with city permitting staff in an effort to expedite the permitting of the construction documents. Along with the preliminary plans, we will develop a preliminary 50% opinion of probable cost. We will also prepare a preliminary list of project drawings and specification sections anticipated for the final package. For facilities in sensitive areas, we will show preliminary layouts that meet master plan design intent for discussion and in-field review. As the plans are completed, we will hold a review meeting with the client committee.

- C. Planning Commission Submittals:** As part of the construction document process, plans will be submitted for LSD review. The team will respond to any comments and submit revisions for Subdivision Committee Review. Once plans have been approved by the committee, plans will then be submitted to the Planning Commission for review and approval. The team will provide an updated plat as part of this submittal as well as the other items noted on the LSD checklist.
- D. Design Development:** Following the input from the schematic design meeting, team civil engineers and landscape architects will continue site work, including utility, grading and stormwater designs and coordination with permitting and regulatory officials. Team architects will continue on building designs and begin to employ the services of our mechanical, plumbing, electrical and structural engineering partners as needed. As this phase of design draws to a close, a 75% complete design development documents review meeting will be held, and the design team will present the plans and revised supporting opinions of probable cost. The new cost numbers will be compared to the overall project budget to determine if any modification to the project program is needed. If opinions of probable cost exceed budget funding, client committee will be asked to identify elements for later phasing consideration. Team members will also conduct a meeting with permit officials at this level of completion to confirm code interpretations.
- E. Preparation of Final 100% Construction Plans:** Using the comments provided by the client committee and management, the design team will complete the construction plans for the project. Drawings, along with a bid specification manual, will be prepared for the project. The plans will be developed to a 100% level and submitted to the client committee, local permit offices, and state and federal permit officials (if needed) for review and approval. Comments received from permit officials will be forwarded to client committee along with the recommended remedial action proposed by the design team. Plans will then be modified to reflect codes comments and client committee comments and will be resubmitted to the codes officials for approval. Upon receipt of approved plans from codes officials, the project will be ready for bidding.
- F. Bidding Services:** Bid drawings, along with a bid specification manual, will be prepared for the project. During the bid process, we will distribute bid documents and attend and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications and addenda as necessary. We will assist the client in analyzing contractor bids and in the contract award.

Project Fees

Fees for the project are outlined below. Fees are broken down by major project components including preparing a topographic survey for the phase 1 development area, environmental permitting for the wetlands identified during the master planning process and development of construction documents. The construction documents will include going through the LSD process and preparing a plat as required by the LSD process. Surveying fees are provided on a per acre basis for open meadows and wooded areas.

Opinions of probable cost will be developed only to level to keep the design team on budget. The Construction Manager will develop detailed opinions of probable cost to be used to establish the items that will be bid in phase 1. No construction administration fees have been included in this proposal. Construction administration services will be covered under a separate agreement.

Item 1. Topographic Survey for Phase 1 Construction Area

Fee \$34,318.00 see spreadsheet attached

Item 2. Wetland Permitting

Fee \$21,676.00 see spreadsheet attached

Item 3. Develop Schematic Plans to 50% and LSD Submittal

Fees \$266,812.00 see spreadsheet attached

Item 4 Develop Design Development Plans to 75%

Fees \$150,196.00 see spreadsheet attached

Item 5 Develop 100% Construction Plans

Fees \$210,271.00 see spreadsheet attached

Bidding Services

Fees \$13,749.00 see spreadsheet attached

Travel, Mileage, Printing & Administrative Cost

Fees \$29,000.00

Total Fee \$726,022.00

APPENDIX B – Hourly Rates

LOSE & ASSOCIATES, INC.

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Senior Principal/President	\$185.00
Principal I/Vice President/E5	\$183.00
Principal II/Vice President/E4	\$152.00
Sr. Environmental Biologist/E3	\$131.00
E2	\$109.00
E1	\$ 94.00
S5	\$138.00
S4	\$105.00
2-Man Crew	\$169.00
3-Man Crew	\$189.00
Electrical Project Manager	\$150.00
Principal Civil, Division Director, President Emeritus/P2	\$137.00
Senior Landscape Architect, Architect, and Engineer/P1	\$108.00
Certified Park & Recreation Specialist	\$100.00
Engineer Specialist/Project Coordinator, Electrical Designer	\$ 90.00
Landscape Architect I, Architect I, Engineer I, Project Manager I	\$ 90.00
T-2.....	\$ 86.00
Landscape Architect II, Architect II, Engineer II, Project Manager II.....	\$ 80.00
Land Planner I, Intern Architect I, Engineer in Training I	
GIS Specialist I, Assistant Graphic Designer I T-1	\$ 76.00
Land Planner II, Intern Architect II, Engineer in Training II	
GIS Specialist II, Assistant Graphic Designer II	\$ 70.00
Technician.....	\$ 65.00
Corporate Controller	\$ 65.00
Marketing Director.....	\$ 60.00
Assistant Accounts Manager, Administrative Assistant I	\$ 45.00
Administrative Assistant II	\$ 35.00

Reimbursable Expenses

Prints	cost + 15%
Postage and Shipping	cost + 15%
Copies	cost + 15%

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt.

Fayetteville Regional Park Phase 1 Construction Plans Fee Schedule	Principal LA	Principal Civil	Project Manager 1	Senior Licensed LA	Senior Architect	Production Landscape Architect/Engineer	Electrical Engineer PM	Electrical Designer	Consultant Architect	E-5	E-4	E-3	E-2	E-1	T-1	T-2	P-1	P-2	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS)	TOTAL
Item 1. Develop Topographic Survey	\$185.00	\$137.00	\$90.00	\$108.00	\$108.00	\$80.00	\$150.00	\$90.00	\$125.00	\$185.00	\$152.00	\$131.00	\$109.00	\$94.00	\$76.00	\$86.00	\$108.00	\$137.00	\$138.00	\$105.00	\$169.00	\$189.00	
Conduct field work and prepare topographic mapping and coordination with client	4		8							2					10				22	42	90	48	
LOSE & ASSOCIATES TEAM HOURS	4	0	8	0	0	0	0	0	0	2	0	0	0	0	10	0	0	0	22	42	90	48	226
LOSE & ASSOCIATES TEAM FEE	\$740.00	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760.00	\$0.00	\$0.00	\$0.00	\$3,036.00	\$4,410.00	\$15,210.00	\$9,072.00	\$34,318.00
Item 2. Develop US Army Corps Permit																							
Develop mitigation strategy	2	2								1					2		24						
Develop Nationwide permit application															2		6						
Individual 404 permit application															2		16						
Individual 401 Water Quality Certification															2		6						
Respond to Corps comments	4														1		2						
Make resubmittal and coordinate acquisition of permit																	6						
Preparation of large Site SWPPP	16		16							1			6		36		36						
ADEQ Coordination for Construction NPDES																	6						
USFWS Initial Coordination for SWPPP																	4						
LOSE & ASSOCIATES TEAM HOURS	22	2	16	0	0	0	0	0	0	2	0	0	6	0	45	0	106	0	0	0	0	0	199
LOSE & ASSOCIATES TEAM FEE	\$4,070.00	\$274.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$370.00	\$0.00	\$0.00	\$654.00	\$0.00	\$3,420.00	\$0.00	\$11,448.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,676.00
Item 3. Develop Schematic Plans to 50% (Park)																							
Phase I program review meeting and coordination	40	16	40						40		3												
Develop 50% construction document:	40	12	120	40	140	152	20	35	120					28									
Soil testing													8										
On-site wastewater treatment plan												4	12			12							
Stormwater System Design																							
Watershed map													2	4		10							
Stormwater detention									1				20			12							
HEC-HMS & RAS models													40			8							
Preliminary drainage report													4	12									
Plan & profile sheets									2				10	30		40							
Details													2	2		6							
Update opinions of probable cost	4		16	2	10	4			8		7	14				12							
Issue sets to client	4		4						4			3											
Hold client review meeting	16		16						16														
LOSE & ASSOCIATES TEAM HOURS	104	28	196	42	150	156	20	35	188	3	10	21	98	76	0	100	0	0	0	0	0	0	1227
LOSE & ASSOCIATES TEAM FEE	\$19,240.00	\$3,836.00	\$17,640.00	\$4,536.00	\$16,200.00	\$12,480.00	\$3,000.00	\$3,150.00	\$23,500.00	\$555.00	\$1,520.00	\$2,751.00	\$10,682.00	\$7,144.00	\$0.00	\$8,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$134,834.00
Item 3. Develop Schematic Plans to 50% (Street)																							
Typical sections										8			8		4								
Plan & profile sheets													50	74	60								
Cross sections													14	30	10								
Drainage system									2				10	32	8								
Opinion of probable construction cost													2	4									
LOSE & ASSOCIATES TEAM HOURS	0	0	0	0	0	0	0	0	0	10	0	0	84	140	82	0	0	0	0	0	0	0	316
LOSE & ASSOCIATES TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,850.00	\$0.00	\$0.00	\$9,156.00	\$13,160.00	\$6,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,398.00
Item 3. Develop Schematic Plans to 50% (Water)																							
Water Design																							
Site investigation													4										
Plan & profiles										4		20	30			40							
Details													4	8		12							
Coordination with city water & sewer									1			4											
Meeting/coordination									6			8	8										
Opinion of probable construction cost												1	4	6									
QC Review										4		2	2										
LOSE & ASSOCIATES TEAM HOURS	0	0	0	0	0	0	0	0	0	15	0	35	52	14	0	52	0	0	0	0	0	0	168
LOSE & ASSOCIATES TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,775.00	\$0.00	\$4,585.00	\$5,668.00	\$1,316.00	\$0.00	\$4,472.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,816.00
Prepare LSD Submittal																							
Prepare tree preservation plan	6		40	10																			
Prepare landscape plans and irrigation plans	8		16																				
Prepare roadway, parking and sports field lighting plan							16	40					40	40									
Client Coordination	40		24						10														
Prepare renderings	4		24		40				40														
Prepare plat																							
Submit plans for review	2		2							2			4		4				36	64	8	8	
Revise and resubmit plans for review	8		10	10	10				24						8								
LOSE & ASSOCIATES TEAM HOURS	68	0	156	60	90	0	16	40	74	2	0	0	44	40	16	0	0	0	36	64	8	8	722
LOSE & ASSOCIATES TEAM FEE	\$12,580.00	\$0.00	\$14,040.00	\$6,480.00	\$9,720.00	\$0.00	\$2,400.00	\$3,600.00	\$9,250.00	\$370.00	\$0.00	\$0.00	\$4,796.00	\$3,760.00	\$1,216.00	\$0.00	\$0.00	\$0.00	\$4,968.00	\$6,720.00	\$1,352.00	\$1,512.00	\$82,764.00
Item 4. Develop Design Development Plans (Park)																							
Develop 75% construction documents and coordination	40	16	160	40	140	180	25	40	120		22			28									
On-site wastewater treatment plan and details												4	8		8								
Stormwater System Design																							
Watershed map													2	4									
Stormwater detention													8										
HEC-HMS & RAS models													12		4								
Drainage report/calculations													8	20									
Plan & profile sheets									1				16	20	24								
Details													2	2	4								
Update opinions of probable cost	4		16	2	10	8			8														
Issue plans to client	4		4						4														
Hold client review meeting and meeting with permit officials	16		16						16														
LOSE & ASSOCIATES TEAM HOURS	64	16	196	42	150	188	25	40	148	1	22	4	56	74	40	0	0	0	0	0	0	0	1066
LOSE & ASSOCIATES TEAM FEE	\$11,840.00	\$2,192.00	\$17,640.00	\$4,536.00	\$16,200.00	\$15,040.00	\$3,750.00	\$3,600.00	\$18,500.00	\$185.00	\$3,344.00	\$524.00	\$6,104.00	\$6,956.00	\$3,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,451.00
Item 4. Develop Schematic Plans to 75% (Street)																							
Typical sections													2	4	4								
Plan & profile sheets										6			20	40	30								
Cross sections													4	8	8								
Striping & signage plans													6	8	8								
Drainage system													8	20	6								

Typical details															4	6								
Quantities															16	3								
Opinion of probable construction cost															1									
LOSE & ASSOCIATES TEAM HOURS	0	0	0	0	0	0	0	0	0	0	6	0	0	49	105	62	0	0	0	0	0	0	0	222
LOSE & ASSOCIATES TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,110.00	\$0.00	\$0.00	\$5,341.00	\$9,870.00	\$4,712.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,033.00
Item 4. Develop Schematic Plans to 75% (Water)																								
Water Design																								
Plan & profiles											1			10	20		40							
Details														2	4		8							
Coordination with city water & sewer											1			2										
Specifications														4	16									
Meeting/coordination											4			8	8									
Opinion of probable construction cost														1	3	4								
QC Review											4			4	2									
LOSE & ASSOCIATES TEAM HOURS	0	0	0	0	0	0	0	0	0	0	10	0	31	53	4	48	0	0	0	0	0	0	0	146
LOSE & ASSOCIATES TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,850.00	\$0.00	\$4,061.00	\$5,777.00	\$376.00	\$3,648.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,712.00
Item 5. Develop 100% Construction Plans																								
Develop 100% construction documents and coordination	60	16	200	48	140	240	24	40	240			20	28		28		24							
On-site wastewater treatment plan and details													2	4		4								
Coordination with city water & sewer											1			2										
AR Dept. of Health Permits (fees by others)															8	12								
Stormwater System Design																								
Watershed map															1									
Stormwater detention															4									
HEC-HMS & RAS models															8									
Final drainage report															4	12								
Plan & profile sheets											1			12	16		24							
Details															1	1	4							
Meetings/Coordination with City											4				6									
Update opinions of probable cost	4	4	8	4	10				4				2											
Issue plans to client																								
Hold client review meeting and meeting with permit officials	24		24						24															
Submit plans for code approvals			16						8															
Develop land disturbance submittal for state																								
Revise plans based on code comment	24		60			60			40															
Resubmit plans and obtain permits	24		24			24			24															
LOSE & ASSOCIATES TEAM HOURS	136	20	332	52	150	324	24	40	340	6	20	32	50	69	0	56	0	0	0	0	0	0	0	1651
LOSE & ASSOCIATES TEAM FEE	\$25,160.00	\$2,740.00	\$29,880.00	\$5,616.00	\$16,200.00	\$25,920.00	\$3,600.00	\$3,600.00	\$42,500.00	\$1,110.00	\$3,040.00	\$4,192.00	\$5,450.00	\$6,486.00	\$0.00	\$4,816.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180,310.00
Item 5. Develop 100% Construction Plans (Street)																								
Typical sections															2	4								
Plan & profile sheets											4				20	40	10							
Cross sections															2	4	4							
Striping & signage plans															2	6	6							
Drainage system															6	10	2							
Typical details															2	6	6							
AHTD Permitting															8		2							
Quantities															4	8								
Specifications/contract documents											2				12	2								
Opinion of probable construction cost															2	2								
LOSE & ASSOCIATES TEAM HOURS	0	0	0	0	0	0	0	0	0	6	0	0	60	82	30	0	0	0	0	0	0	0	0	178
LOSE & ASSOCIATES TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,110.00	\$0.00	\$0.00	\$6,540.00	\$7,708.00	\$2,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,638.00
Item 5. Develop 100% Construction Plans (Water)																								
Water Design																								
Plan & profiles											2				10	16		24						
Details															1	1		4						
Quantities															4	12								
Opinion of probable construction cost															2	4								
Specifications/contract documents												8	12	8										
QC Review											4		4	2										
LOSE & ASSOCIATES TEAM HOURS	0	0	0	0	0	0	0	0	0	6	0	12	31	41	0	28	0	0	0	0	0	0	0	118
LOSE & ASSOCIATES TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,110.00	\$0.00	\$1,572.00	\$3,379.00	\$3,854.00	\$0.00	\$2,408.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,323.00
Bidding Services																								
Assist city with preparation of bid sets	10	2	16				4		16															
Attend pre-bid meeting	8		8						8	1	1	5	2											
Attend bid opening and review bid	8		4	4					4	1			2											
LOSE & ASSOCIATES TEAM HOURS	26	2	28	4	0	0	4	0	28	2	1	5	4	0	0	0	0	0	0	0	0	0	0	104
LOSE & ASSOCIATES TEAM FEE	\$4,810.00	\$274.00	\$2,520.00	\$432.00	\$0.00	\$0.00	\$600.00	\$0.00	\$3,500.00	\$370.00	\$152.00	\$655.00	\$436.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,749.00
Total Fee Subtotal																								
\$697,022.00																								
Travel, Mileage, Printing & Administrative Cost																								
\$29,000.00																								
TOTAL FEE																								
\$726,022.00																								

RESOLUTION NO. 223-13

A RESOLUTION AWARDING RFQ #13-13 AND AUTHORIZING A CONTRACT WITH LOSE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$86,735.00 FOR LANDSCAPE ARCHITECTURAL, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF A REGIONAL PARK MASTER PLAN AND A PRELIMINARY GRADING AND DRAINAGE PLAN, AND APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY

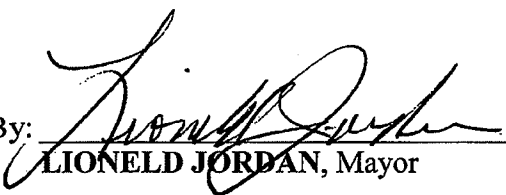
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

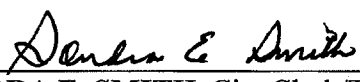
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #13-13 and authorizes a contract with Lose & Associates, Inc. in an amount not to exceed \$86,735.00 for landscape architectural, architectural and engineering services for the design of a regional park master plan and a preliminary grading and drainage plan, and further approves a ten percent (10%) project contingency.

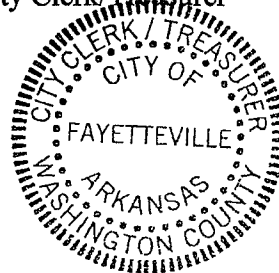
PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



AGENDA REQUEST

FOR: COUNCIL MEETING OF May 6, 2014

FROM:

CITY COUNCIL MEMBER Justin Tennant

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

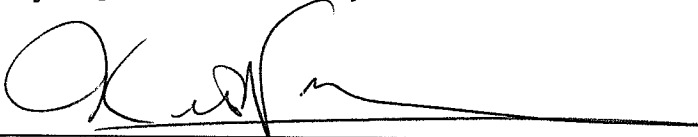
A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENTION TO PAY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT MASONIC DRIVE AND COLLEGE AVENUE IF WHOLE FOODS, INC. CONSTRUCTS ITS STORE AT THIS INTERSECTION AND TO APPROVE A BUDGET ADJUSTMENT OF \$150,000.00

APPROVED FOR AGENDA:



City Council Member Justin Tennant

April 15, 2014
Date



City Attorney Kit Williams
(as to form)

April 15, 2014
Date



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



C. 2
Inc.
0

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Paul Becker, Finance Director
Jeremy Pate, Development Services Director

FROM: Kit Williams, City Attorney

DATE: April 15, 2014

**RE: Installation of Traffic Signal at Masonic Drive and College Avenue
to be funded by the City at the cost of about \$150,000**

Alderman Justin Tennant has proposed and sponsored a Resolution to express the City Council's intention to pay the full cost (about \$150,000.00) to have a traffic signal installed at Masonic Drive and College Avenue if Whole Foods builds its grocery store at 3535 North College. Attached is Justin's email which clearly explains the need for the traffic signal and justifies the City's investment into our traffic infrastructure.

Normally when a new development creates a need or a portion of a need for a traffic improvement, the developer is required by the Fayetteville Planning Commission applying the Unified Development Code to construct or pay for the construction of the traffic improvement or its proportionate share of the improvement. This is what has been required of Kum & Go for its development at the old Tyson Factory site and at its proposed development on Mt. Comfort Road.

However, the City Council may determine that it is in the best interest of Fayetteville citizens to wholly bear the cost of a traffic improvement even if the need for such improvement will be partially caused by new development. This is the primary manner that the City can encourage desirable development. It can make financial sense if such City funded infrastructure will serve an already established citizen transportation need and is needed to ensure a desirable development will locate in Fayetteville and pay back such investment by generating substantially increased City tax revenues. It is certainly legal to spend City revenues to build City infrastructure like traffic signals.

Please read Alderman Justin Tennant's email which explains why he requests the City Council to approve the Resolution and Budget Adjustment.

Williams, Kit

From: Justin Tennant <justintennant1@gmail.com>
Sent: Monday, April 14, 2014 9:06 PM
To: Williams, Kit
Cc: Mulford, Patti
Subject: Re: College/Masonic light
Attachments: Ark state highway dept -traffic light.pdf

Kit, Patti,

There is a potential large commercial development being proposed for old Mercedes Benz dealership on North College avenue near Millsap road. 3535 North College Avenue. This has gotten a lot of recent attention due to Whole Foods turning in a plat to the city laying out a design for that area to build a large grocery store and other retail spaces.

It has become clear to me that a traffic light is needed at the intersection of College ave and Masonic which would be the entrance and exit from this development into College avenue. This is needed for traffic control and public safety. The state of Arkansas has already given the support of the state highway department. Please see attachment.

I believe the city should pay the estimated cost for building this traffic light. City staff has informed me the cost estimate would be \$150,000 which would cover the materials and road/curb work on our side of the development.

With Whole Foods submitting plans and going to Planning commission, I am highly confident they will occupy this development. I believe, however, that they do not have the budget and cannot justify building this city infrastructure (the stoplight). I believe they are looking for a true partnership with Fayetteville and this is our opportunity to be that partner. If they do come to Fayetteville, it will be the most significant commercial project to come in years. It has the potential if it matches it's average sales volume per square foot of giving our city between 800k and 1.3 Million dollars of tax revenues per year. There will be an initial investment in our city of over 25 million dollars by Whole Foods. They will employ many local professionals in the building of their center, and then create a permanent 140 jobs at the average annual wage of \$40,000 each. The estimated total annual payroll is \$5.6 million. The estimated average hourly wage exceeds \$19.00 an hour.

This is more payroll, more initial job creation, and more sales tax revenue than any other business in Fayetteville in a number of years.

This traffic light is essential to the opening of this retail development. We as a city should only commit to this investment in the infrastructure when the development is underway. In other words, if the project falls apart unexpectedly, then the taxpayers in Fayetteville will not spend 150K to build the stoplight.

Fayetteville has the possibility of making the very dangerous part of North College Avenue a more safe road for our residents with this stoplight. There is an accident every 4 days on that stretch of road between Rolling Hills/College and Millsap/College.

Safety, business partnership, and cultural and financial gain for this development going in at Masonic and College makes the stoplight a tremendous return on our investment for our taxpaying citizens. The city should commit to 150K for building this stoplight.

C. 2

Page 5 of 10

Kit and Patti if you need anything from me please don't hesitate to let me know.

Sincerely,

Justin Tennant
Alderman, Ward 3
City of Fayetteville

On Mon, Apr 14, 2014 at 12:08 PM, Justin Tennant <justintennant1@gmail.com> wrote:

Thanks. I will send something today. I got my email working again maybe but I still may send this from this email address. Not sure but thanks in advance!

Justin

On Mon, Apr 14, 2014 at 9:35 AM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

Justin,

I will be in most of the day, but probably not much past eleven this morning. I have Planning Commission tonight. Just send me or leave with my Paralegal, Patti, the information to support the request for the Resolution needed to fund the traffic signal. I will draft the Resolution and an Agenda request form for you.

Kit Williams

Fayetteville City Attorney

479.575.8313

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENTION TO PAY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT MASONIC DRIVE AND COLLEGE AVENUE IF WHOLE FOODS, INC. CONSTRUCTS ITS STORE AT THIS INTERSECTION AND TO APPROVE A BUDGET ADJUSTMENT OF \$150,000.00

WHEREAS, a potential large (\$25 million) commercial development to include a Whole Foods grocery store and other businesses is planned for property at 3535 North College Avenue which is West of the Masonic Drive and College Avenue intersection; and

WHEREAS, the potential Whole Foods store would likely create 140 permanent jobs with estimated average wages at \$19.00 per hour for an annual payroll of over \$5 million; and

WHEREAS, this potential Whole Foods store would likely generate around \$1 million annually in tax revenues; and

WHEREAS, this large, traffic generating development needs a traffic signal to ensure safe access onto College Avenue for its customers and existing drivers on North College near the Masonic Drive intersection; and

WHEREAS, a traffic signal at this location has been approved by the Arkansas Highway and Transportation Department if Whole Foods is constructed as planned; and

WHEREAS, it is in the best interest of the citizens of Fayetteville for the City to install a traffic signal at College Avenue and Masonic Drive at a cost of about \$150,000.

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 approves a budget adjustment of \$150,000.00 that can be spent for the installation of a traffic signal at North College Avenue and Masonic Drive if approved by the Arkansas Highway and Transportation Department and if Whole Foods constructs its store approximately as shown on the Large Scale Development submitted and approved by the Fayetteville Planning Commission.

Page 2
Resolution No.

PASSED and **APPROVED** this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

C. 2
Whole Foods, Inc.
~~Page 8 of 10~~



ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

DISTRICT FOUR

808 FRONTIER RD. • BARLING, AR 72923 • P.O. BOX 11170 • FORT SMITH, AR 72917-1170

TELEPHONE (479) 484-5306 • FAX (479) 484-5300

WASHINGTON – CRAWFORD – FRANKLIN – SEBASTIAN – LOGAN – SCOTT – POLK

March 21, 2014

Justin Jorgensen
Jorgensen & Associates
124 W. Sunbridge, Suite 5
Fayetteville, AR 72703

RE: Masonic Drive Signalization
Highway 71, Section 16B
Washington County
Fayetteville

Dear Mr. Jorgensen:

The Department has reviewed the traffic study submitted by Ramey Kemp & Associates on behalf of the City of Fayetteville. The study recommends construction of a traffic signal at the intersection of Highway 71 and Masonic Drive to mitigate the traffic generated by the proposed grocery store in the southwest quadrant of the Highway 71 and Millsap Road intersection. After detailed review of the trip generation, capacity analysis, and warrant analysis in the study, it has been determined that this development does meet the Department's guidelines for signalization approval based on projected traffic volumes. Therefore, the Department will issue a Traffic Control Device Permit granting the City approval to install the traffic signal under the following conditions:

- Construction plans for the intersection geometry and the proposed traffic signal are submitted and approved by the Department.
- The City of Fayetteville will be responsible for relocating all traffic signal equipment installed within Department right-of-way that conflict with possible future improvements to Highway 71.
- The City will be responsible for funding 100% of the design and construction cost and for providing and maintaining the traffic signal after installation.

- Timing plans, for the coordination of this traffic signal with others in the corridor, will be developed and programmed by the City of Fayetteville or its representative to the satisfaction of the Department.
- The proposed traffic signal shall not be put in full operation prior to one week before 100% of the development is open for business.

If you have any questions regarding this matter, please contact Jason Hughey, District Construction Engineer, at (479) 484-5306.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Adams", written over a horizontal line.

Chad Adams

District 4 Engineer

City of Fayetteville Item Review Form

2014-0183

Legistar File Number

05/06/2014

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

Quin Thompson

Submitted By

Development Services

Department

Action Required:

RZN 14-4659: Rezone (WEST SIDE OF BEECHWOOD AND SOUTH OF THE DOMAIN/BEECHWOOD PROPERTIES, 559): Submitted by JORGENSEN AND ASSOCIATES for property located at WEST SIDE OF BEECHWOOD, SOUTH OF THE DOMAIN. The property is zoned I-1, HEAVY COMMERCIAL LIGHT INDUSTRIAL and contains approximately 9.74 acres. The request is to rezone the property to CS, COMMUNITY SERVICES

Does this item have a cost?

☐

Cost of this request

Category or Project Budget

Program or Project Name

Account Number

Funds Used to Date

Program or Project Category

\$0.00

Project Number

Remaining Balance

Fund Name

Budgeted Item?

☐

Budget Adjustment Attached?

☐

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



[Signature]
[Signature] 4-18-14
Paul Bach 4-22-2014



[Signature] 4-22-14
[Signature]

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 06, 2014

TO: Fayetteville City Council

THRU: Andrew Garner, Planning Director *ang*

FROM: Quin Thompson, Current Planner

DATE: April 16, 2014

SUBJECT: **RZN 14-4659: Rezone (WEST SIDE OF BEECHWOOD AND SOUTH OF THE DOMAIN/BEECHWOOD PROPERTIES, 559):** Submitted by JORGENSEN AND ASSOCIATES for property located at WEST SIDE OF BEECHWOOD, SOUTH OF THE DOMAIN. The property is zoned I-1, HEAVY COMMERCIAL LIGHT INDUSTRIAL and contains approximately 9.74 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

The Planning Commission recommends approval of an ordinance to rezone the property to CS, Community Services. Planning Division staff recommends approval of the request.

BACKGROUND:

The subject property is located south of Martin Luther King Boulevard and west of Beechwood Avenue. The property is within the I-1 zoning district and contains approximately 9.7 acres. The property is developed with a surface parking lot that serves the adjacent property to the south.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **Industrial Area**.* Industrial Areas are those areas with buildings that by their intrinsic function, disposition or configuration, cannot conform to one of the other designated areas and/or its production process requires the area to be separated from other uses.

COMPATIBILITY: This property is currently in use as a surface parking lot associated with the adjacent industrial use to the south. The neighborhood has, however, been developing recently with multi-family housing and a variety of commercial and office buildings. The proposal to rezone the property to CS, Community Services will allow the property to be used for commercial or residential opportunities that are consistent with recent trend in the area, where older industrial properties have been redeveloped for residential use.

The CS zoning district is a significant downzone from I-1, and will provide opportunity for re-development that is more compatible with recent residential development than the current zoning allows. As discussed, with the recent rezoning and re-development of the adjacent properties to the north and northeast from I-1 to CS, the zoning is justified in staff opinion.

DISCUSSION:

On April 14, 2014 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4659, FOR APPROXIMATELY 9.74 ACRES, LOCATED AT THE WEST SIDE OF BEECHWOOD, SOUTH OF THE DOMAIN FROM I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL, TO CS, COMMUNITY SERVICES.

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 changes the zone classification of the following described property from I-1, Heavy Commercial/Light Industrial, to CS, Community Services, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and APPROVED this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

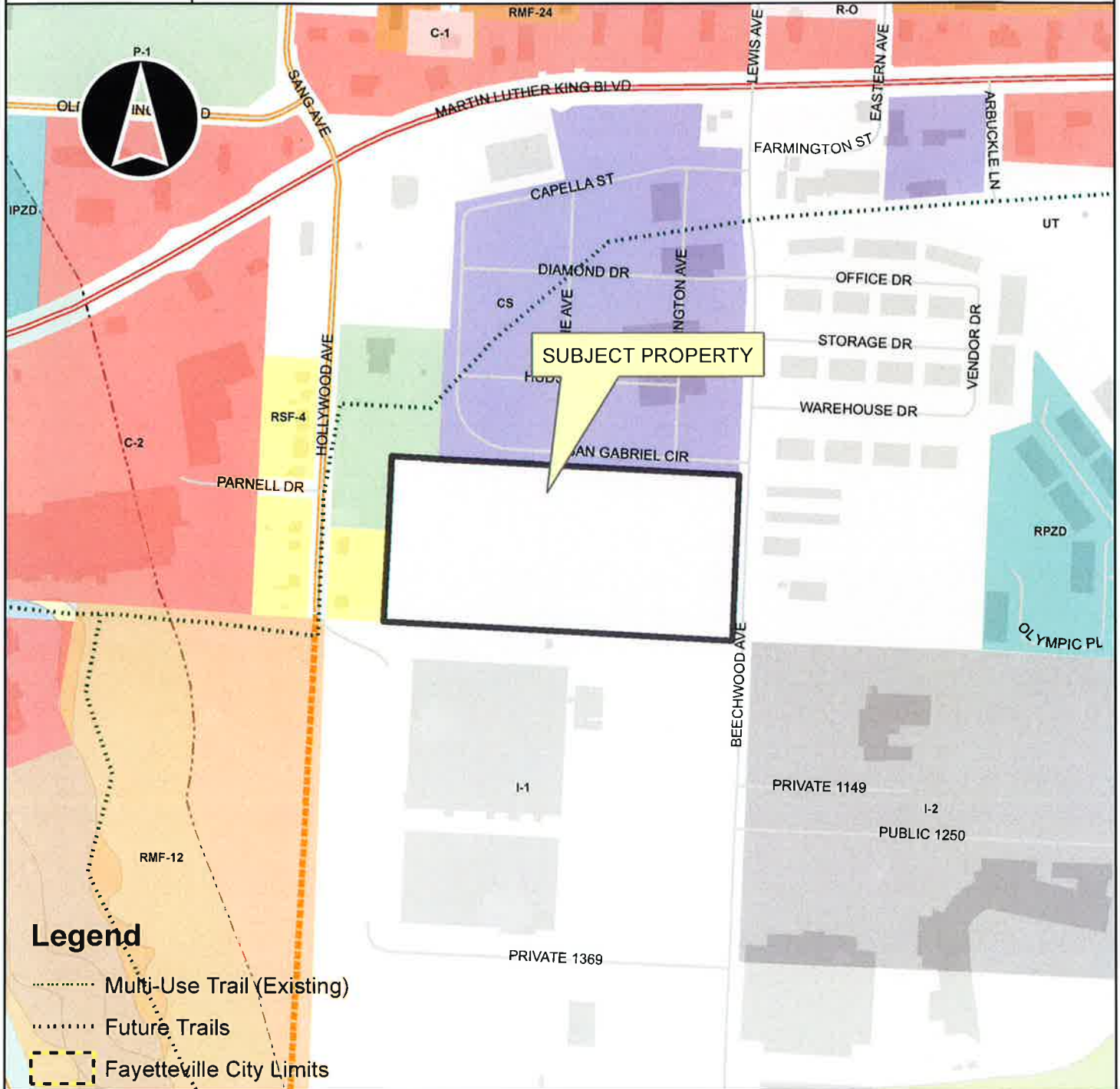
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT 'A'

RZN14-4659

BEECHWOOD PROPERTIES

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

RZN14-4659

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 150 300 600 900 1,200 Feet

EXHIBIT 'B'

RZN 14-4659

All of Block 8 of the Replat of Westwood Addition to the City of Fayetteville, Arkansas, as shown on the plat of record in plat book 508, at page 349, plat records of Washington County, Arkansas.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: April 14, 2014 UPDATED 4-17-2014

SUBJECT: **RZN 14-4659: Rezone (WEST SIDE OF BEECHWOOD AND SOUTH OF THE DOMAIN/BEECHWOOD PROPERTIES, 559):** Submitted by JORGENSEN AND ASSOCIATES for property located at WEST SIDE OF BEECHWOOD, SOUTH OF THE DOMAIN. The property is zoned I-1, HEAVY COMMERCIAL LIGHT INDUSTRIAL and contains approximately 9.74 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN 14-4659** to City Council with a recommendation for approval.

BACKGROUND:

The subject property is located south of Martin Luther King Boulevard and west of Beechwood Avenue. The property is within the I-1 zoning district and contains approximately 9.7 acres. The property is developed with a surface parking lot that serves the adjacent property to the south. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Multi-Family Residential	CS, Community Services
South	Industrial	I-2, General Industrial
East	Residential Multi-family	CS, Community Services
West	Single-family Residential/City of Fayetteville	RSF-4, Residential Single-family, 4 units/acre P-1, Institutional

DISCUSSION:

Request: The request is to rezone the property from I-1, Heavy Commercial and Light Industrial, to CS, Community Services. The applicant has stated that the rezoning would make the property more marketable for a variety of potential uses.

Public Comment: Staff has not received public comment.

Infrastructure:

- Streets:** The site has access to Beechwood Avenue which is a two lane local road, the west side of Beechwood Avenue has open ditches and no curb and gutter while the east has been improved with curb/gutter and associated drainage. Improvements to this road would be determined at the time of development.
- Water:** Public water is accessible to the site. An 8" water main exists in the Beechwood Avenue right of way.
- Sewer:** Sanitary sewer is available to the site. An 8" sanitary sewer exists on the east side of Beechwood Avenue right of way. Also, sewer extensions have been built as part of the domain property to the north along San Gabriel Circle.
- Drainage:** Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain and the Streamside Protection Zones.
- Fire:** This development will be protected by Engine 6 located at 900 Hollywood. It is 1.5 miles from the station with an anticipated response time of 4 minutes to the beginning of the development. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.
- Police:** The Police Department did not express any concerns with this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **Industrial Area**.* Industrial Areas are those areas with buildings that by their intrinsic function, disposition or configuration, cannot conform to one of the other designated areas and/or its production process requires the area to be separated from other uses.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: This property is currently used as a surface parking lot associated with the adjacent industrial use to the south. The neighborhood has been developing recently with multi-family housing and a variety of commercial and office buildings. The proposal to rezone the property to CS, Community Services will allow the property to be used for commercial or residential opportunities that are consistent with surrounding land uses. The existing parking lot for the adjacent industrial property would be allowed to continue in its current use. The City Plan 2030 Future Land Use Map designates this area as Industrial. This designation is often used to protect existing industrial uses and to safeguard businesses that may create noise or odor that are not compatible with other uses. Properties in the area have been moving away from industrial uses, and current industrial zoning designation is becoming incompatible with surrounding properties as redevelopment occurs. The proposed zoning will allow the owner to utilize the property for residential

and light commercial uses, which are compatible with the changing neighborhood.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed rezoning is justified due to the fact that the area's current industrial zoning designation is becoming incompatible with surrounding properties as redevelopment occurs. The proposed zoning will allow the owner to utilize the property for residential and light commercial uses, which are compatible with the changing neighborhood.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The site access has access to Beechwood Avenue, a partially improved two lane street. The proposed zoning would allow uses likely to increase traffic, and given the increased development served by this single street, it is possible that traffic danger and likely that congestion could be increased without adequate improvements. Street improvements will be assessed at the time of development.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from industrial to mixed use will allow for the development of residential and commercial uses, however development should not undesirably increase the load on public services. The Police and Fire Departments have expressed no objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION:

Staff recommends forwarding RZN 14-4659 to the City Council with a recommendation for **approval** based on findings stated herein.

BUDGET/STAFF IMPACT:

None

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>April 14, 2014</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Winston	Second: Chesser	Vote: 9-0-0	
CITY COUNCIL ACTION:		Required	<u>YES</u>
	☐ Approved	☐ Denied	
Date:			

Attachments:

Request Letter
Fire Comments
One Mile Map
Close Up Map
Current Land Use Map
Future Land Use Map



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn: Development Services
Re: Rezoning

This letter is in regards to a proposed rezoning and the following required information:

- A. The current owner of this site is as follows:
 - a. 765-12173-001: Beechwood Properties of Arkansas
- B. Currently this property is zoned I-1. The reason for the requested *Community Service* zoning is to allow this property to be more marketable to allow for more varieties of potential uses.
- C. The property due north is zoned Community Services and has Student Housing. The property to the east was recently rezoned CS and the property to the south is I-1. With the addition of the Domain Student Housing development to the north an evaluation of compatibility of Community Services was undertaken and found to be an appropriate zoning, with this finding, we feel that this property would be compatible as well with the requested zoning.
- D. Existing water and sewer are already at this site (8" Water and Sewer run along Beechwood).
- E. We feel the requested zonings are in line with the goals of the City Plan 2030 for rezoning and development in the future as to be consistent with the recent rezoning of the Domain property to the west from Industrial to Community Services.
- F. The trend of re-utilizing land in this area is an effort to maximize and diversify use and has found to be successful.
- G. With the development of the Domain Student Housing project to the west, improvements to the intersection of Beechwood and Martin Luther King Junior Blvd have decreased traffic danger and congestion.
- H. The potential to increase the population density in this area as a result of this rezoning would aid in supplying a demand to existing commercial uses along Martin Luther King Junior Blvd and would not undesirably increase load on public services.
- I. Industrial zoning limits the use of this land as compared to the mixed available uses found under the Community Services Zoning.

Sincerely;

Justin L. Jorgensen, P.E.



1 inch = 200 feet

www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

FIRE DEPARTMENT
303 West Center Street
Fayetteville, AR 72701
P (479) 575-8365 F (479) 575-0471

Zoning Review

To: Quin Thompson
From: Will Beeks
Date: March 18, 2014
Re: RZN 14-4659

This development will be protected by Engine 6 located at 900 Hollywood.
It is 1.5 miles from the station with an anticipated response time of 4 minutes to the beginning of the development.
The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Will Beeks

Fayetteville Fire Department

One Mile View

The map displays the Hillside-Hilltop Overlay District with various zoning districts (e.g., R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, R-9, R-10, R-11, R-12, R-13, R-14, R-15, R-16, R-17, R-18, R-19, R-20, R-21, R-22, R-23, R-24, R-25, R-26, R-27, R-28, R-29, R-30, R-31, R-32, R-33, R-34, R-35, R-36, R-37, R-38, R-39, R-40, R-41, R-42, R-43, R-44, R-45, R-46, R-47, R-48, R-49, R-50, R-51, R-52, R-53, R-54, R-55, R-56, R-57, R-58, R-59, R-60, R-61, R-62, R-63, R-64, R-65, R-66, R-67, R-68, R-69, R-70, R-71, R-72, R-73, R-74, R-75, R-76, R-77, R-78, R-79, R-80, R-81, R-82, R-83, R-84, R-85, R-86, R-87, R-88, R-89, R-90, R-91, R-92, R-93, R-94, R-95, R-96, R-97, R-98, R-99, R-100, R-101, R-102, R-103, R-104, R-105, R-106, R-107, R-108, R-109, R-110, R-111, R-112, R-113, R-114, R-115, R-116, R-117, R-118, R-119, R-120, R-121, R-122, R-123, R-124, R-125, R-126, R-127, R-128, R-129, R-130, R-131, R-132, R-133, R-134, R-135, R-136, R-137, R-138, R-139, R-140, R-141, R-142, R-143, R-144, R-145, R-146, R-147, R-148, R-149, R-150, R-151, R-152, R-153, R-154, R-155, R-156, R-157, R-158, R-159, R-160, R-161, R-162, R-163, R-164, R-165, R-166, R-167, R-168, R-169, R-170, R-171, R-172, R-173, R-174, R-175, R-176, R-177, R-178, R-179, R-180, R-181, R-182, R-183, R-184, R-185, R-186, R-187, R-188, R-189, R-190, R-191, R-192, R-193, R-194, R-195, R-196, R-197, R-198, R-199, R-200, R-201, R-202, R-203, R-204, R-205, R-206, R-207, R-208, R-209, R-210, R-211, R-212, R-213, R-214, R-215, R-216, R-217, R-218, R-219, R-220, R-221, R-222, R-223, R-224, R-225, R-226, R-227, R-228, R-229, R-230, R-231, R-232, R-233, R-234, R-235, R-236, R-237, R-238, R-239, R-240, R-241, R-242, R-243, R-244, R-245, R-246, R-247, R-248, R-249, R-250, R-251, R-252, R-253, R-254, R-255, R-256, R-257, R-258, R-259, R-260, R-261, R-262, R-263, R-264, R-265, R-266, R-267, R-268, R-269, R-270, R-271, R-272, R-273, R-274, R-275, R-276, R-277, R-278, R-279, R-280, R-281, R-282, R-283, R-284, R-285, R-286, R-287, R-288, R-289, R-290, R-291, R-292, R-293, R-294, R-295, R-296, R-297, R-298, R-299, R-300, R-301, R-302, R-303, R-304, R-305, R-306, R-307, R-308, R-309, R-310, R-311, R-312, R-313, R-314, R-315, R-316, R-317, R-318, R-319, R-320, R-321, R-322, R-323, R-324, R-325, R-326, R-327, R-328, R-329, R-330, R-331, R-332, R-333, R-334, R-335, R-336, R-337, R-338, R-339, R-340, R-341, R-342, R-343, R-344, R-345, R-346, R-347, R-348, R-349, R-350, R-351, R-352, R-353, R-354, R-355, R-356, R-357, R-358, R-359, R-360, R-361, R-362, R-363, R-364, R-365, R-366, R-367, R-368, R-369, R-370, R-371, R-372, R-373, R-374, R-375, R-376, R-377, R-378, R-379, R-380, R-381, R-382, R-383, R-384, R-385, R-386, R-387, R-388, R-389, R-390, R-391, R-392, R-393, R-394, R-395, R-396, R-397, R-398, R-399, R-400, R-401, R-402, R-403, R-404, R-405, R-406, R-407, R-408, R-409, R-410, R-411, R-412, R-413, R-414, R-415, R-416, R-417, R-418, R-419, R-420, R-421, R-422, R-423, R-424, R-425, R-426, R-427, R-428, R-429, R-430, R-431, R-432, R-433, R-434, R-435, R-436, R-437, R-438, R-439, R-440, R-441, R-442, R-443, R-444, R-445, R-446, R-447, R-448, R-449, R-450, R-451, R-452, R-453, R-454, R-455, R-456, R-457, R-458, R-459, R-460, R-461, R-462, R-463, R-464, R-465, R-466, R-467, R-468, R-469, R-470, R-471, R-472, R-473, R-474, R-475, R-476, R-477, R-478, R-479, R-480, R-481, R-482, R-483, R-484, R-485, R-486, R-487, R-488, R-489, R-490, R-491, R-492, R-493, R-494, R-495, R-496, R-497, R-498, R-499, R-500, R-501, R-502, R-503, R-504, R-505, R-506, R-507, R-508, R-509, R-510, R-511, R-512, R-513, R-514, R-515, R-516, R-517, R-518, R-519, R-520, R-521, R-522, R-523, R-524, R-525, R-526, R-527, R-528, R-529, R-530, R-531, R-532, R-533, R-534, R-535, R-536, R-537, R-538, R-539, R-540, R-541, R-542, R-543, R-544, R-545, R-546, R-547, R-548, R-549, R-550, R-551, R-552, R-553, R-554, R-555, R-556, R-557, R-558, R-559, R-560, R-561, R-562, R-563, R-564, R-565, R-566, R-567, R-568, R-569, R-570, R-571, R-572, R-573, R-574, R-575, R-576, R-577, R-578, R-579, R-580, R-581, R-582, R-583, R-584, R-585, R-586, R-587, R-588, R-589, R-590, R-591, R-592, R-593, R-594, R-595, R-596, R-597, R-598, R-599, R-600, R-601, R-602, R-603, R-604, R-605, R-606, R-607, R-608, R-609, R-610, R-611, R-612, R-613, R-614, R-615, R-616, R-617, R-618, R-619, R-620, R-621, R-622, R-623, R-624, R-625, R-626, R-627, R-628, R-629, R-630, R-631, R-632, R-633, R-634, R-635, R-636, R-637, R-638, R-639, R-640, R-641, R-642, R-643, R-644, R-645, R-646, R-647, R-648, R-649, R-650, R-651, R-652, R-653, R-654, R-655, R-656, R-657, R-658, R-659, R-660, R-661, R-662, R-663, R-664, R-665, R-666, R-667, R-668, R-669, R-670, R-671, R-672, R-673, R-674, R-675, R-676, R-677, R-678, R-679, R-680, R-681, R-682, R-683, R-684, R-685, R-686, R-687, R-688, R-689, R-



RZN14-4659

Boundary

0 0.25 0.5

RZN14-4659

Design Overlay District

Planning Area

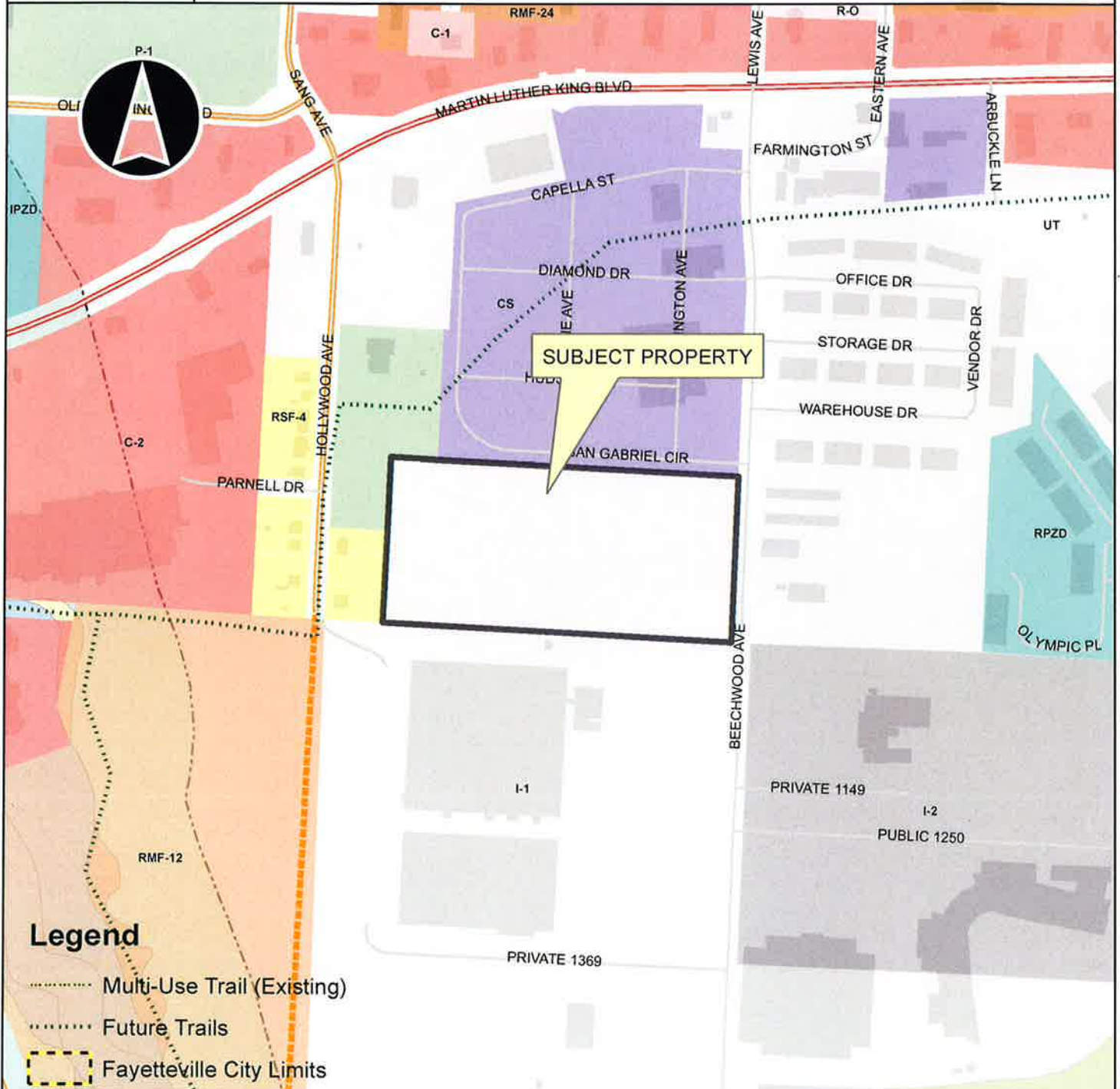
Fayetteville

1 Miles

RZN14-4659

Close Up View

BEECHWOOD PROPERTIES



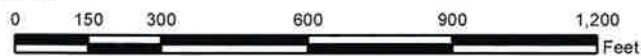
Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

RZN14-4659

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



RZN14-4659

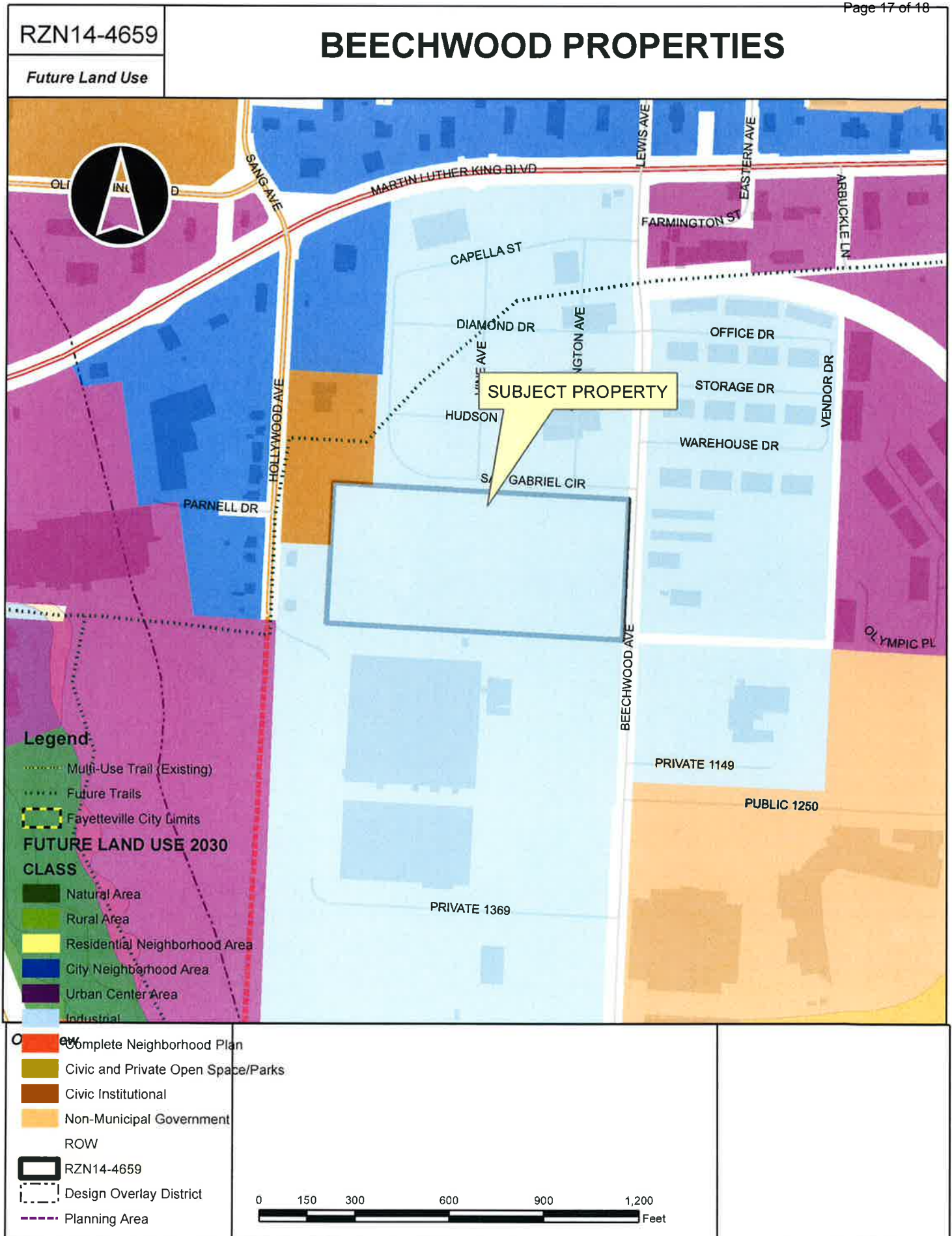
Close Up View

BEECHWOOD PROPERTIES



- Overview**
- Fayetteville City Limits
 - RZN14-4659
 - Footprints 2010
 - Hillside-Hilltop Overlay District
 - Design Overlay District
 - Planning Area

0 150 300 600 900 1,200
Feet



City of Fayetteville Item Review Form

2014-0195

Legistar File Number

05/06/2014

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

Andrew Garner

Submitted By

Development Services

Department

Action Required:

VAC 14-4655: Vacation (SOUTHWEST CORNER OF RAZORBACK AND 15TH./RAZORBACK STUDENT HOUSING, 402): Submitted by CRAFTON TULL for property located at THE SOUTHWEST CORNER OF RAZORBACK AND 15TH. The property is zoned UT, URBAN THOROUGHFARE and contains approximately 4.42 acres. The request is to vacate part of a utility easement.

Does this item have a cost? ☐ No

Cost of this request

Category or Project Budget

Program or Project Name

Account Number

Funds Used to Date

Program or Project Category

\$0.00

Project Number

Remaining Balance

Fund Name

Budgeted Item? ☐

Budget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



[Handwritten signatures and dates]
Paul A. Baker 4-22-2014
Dan Mann 4-22-14
Trevor Jackson

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 06, 2014

TO: Fayetteville City Council

THRU: Jeremy Pate, Development Services Director

FROM: Andrew Garner, City Planning Director

DATE: April 17, 2014

SUBJECT: **VAC 14-4655: Vacation (SOUTHWEST CORNER OF RAZORBACK AND 15TH./RAZORBACK STUDENT HOUSING, 402):** Submitted by CRAFTON TULL for property located at THE SOUTHWEST CORNER OF RAZORBACK AND 15TH. The property is zoned UT, URBAN THOROUGHFARE and contains approximately 4.42 acres. The request is to vacate part of a utility easement.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate a portion of an easement as requested.

BACKGROUND:

The subject property is located at the southwest corner of Razorback Road and 15th Street and contains 4.42 acres. There is a general utility easement along the eastern portion of the property that conflicts with a proposed development plan on this site. The applicant requests vacation of this easement.

The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections. The area being vacated is surrounded entirely by property owned by the applicant.

DISCUSSION:

On April 14, 2014 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 14-4655 SUBMITTED
BY CRAFTON TULL FOR PROPERTY LOCATED AT THE
SOUTHWEST CORNER OF RAZORBACK AND 15TH STREET
TO VACATE A PORTION OF A UTILITY EASEMENT.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easements are not required for corporate purposes;

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 vacates and abandons the following portion of utility easement described in Exhibit "B" attached hereto and made a part thereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following conditions of approval and shall not be in effect until the conditions are met:

1. A water line shall be installed from the east side of Razorback Road, travel west and stub out at University Square.
2. Any damage or relocation of existing facilities shall be at the owner/developer's expense.

PASSED and **APPROVED** this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT 'A'

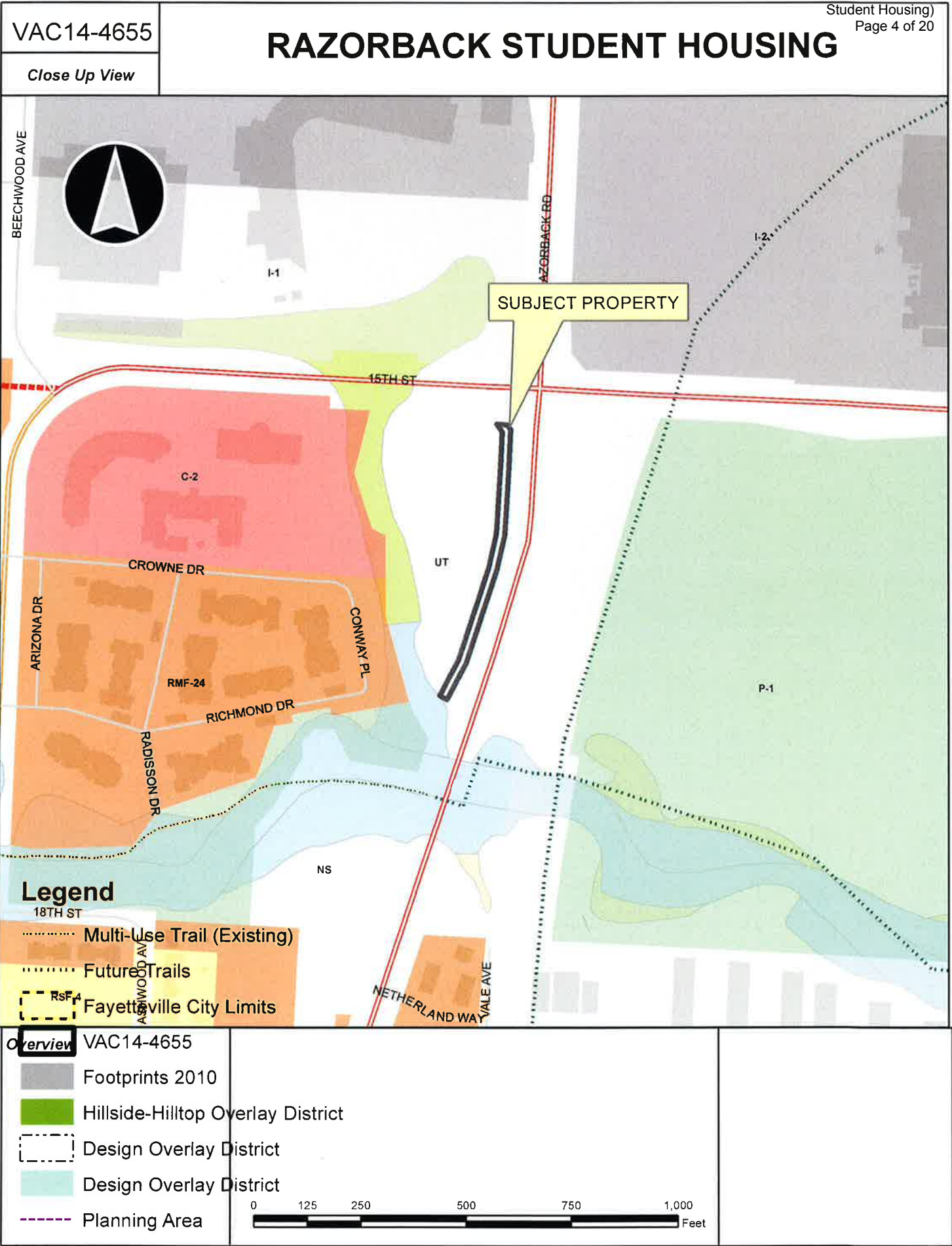


EXHIBIT "B"
VAC 14-4655

Easement to be Vacated:

LEGAL DESCRIPTION: PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 20; THENCE N87°13'22"W 128.27 FEET; THENCE S02°46'38"W 108.54 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF RAZORBACK ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING FIVE COURSES: THENCE S02°42'57"W 90.32 FEET; THENCE S03°24'21"W 160.96 FEET; THENCE S12°40'55"W 85.91 FEET; THENCE S18°21'12"W 235.85 FEET; THENCE S28°16'46"W 96.83 FEET TO THE NORTH LINE OF A 20 FOOT WATER AND SEWER EASEMENT AS RECORDED AT RECORD 1145-735; THENCE ALONG SAID NORTH LINE N60°03'54"W 20.01 FEET TO THE WEST LINE OF A 20 FOOT UTILITY EASEMENT AS RECORDED AT PLAT RECORD 2002-90496; THENCE ALONG SAID WEST LINE THE FOLLOWING SIX COURSES: THENCE N28°16'46"E 94.52 FEET; THENCE N18°21'12"E 233.12 FEET; THENCE N12°40'55"E 83.30 FEET; THENCE N03°24'21"E 159.22 FEET; THENCE N02°42'57"E 83.43 FEET; THENCE N34°40'45"W 22.21 FEET TO THE SOUTH LINE OF AN ELECTRIC EASEMENT; THENCE ALONG SAID SOUTH LINE S87°10'57"E 25.21 FEET TO THE WEST RIGHT-OF-WAY OF RAZORBACK ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY S34°40'45"E 13.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.31 ACRES, MORE OR LESS.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: ~~April 14, 2014~~ Updated April 17, 2014

SUBJECT: **VAC 14-4655: Vacation (SOUTHWEST CORNER OF RAZORBACK AND 15TH./RAZORBACK STUDENT HOUSING, 402):** Submitted by CRAFTON TULL for property located at THE SOUTHWEST CORNER OF RAZORBACK AND 15TH. The property is zoned UT, URBAN THOROUGHFARE and contains approximately 4.42 acres. The request is to vacate part of a utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 14-4655** to the City Council with a recommendation for approval with conditions.

BACKGROUND:

The subject property is located at the southwest corner of Razorback Road and 15th Street and contains 4.42 acres. There is a general utility along the eastern portion of the property that conflicts with a proposed development plan on this site. The applicant requests vacation of this easement.

DISCUSSION:

Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Baum Stadium	I-1, Heavy Commercial and Light Industrial
South	Multi-family; Town Branch Trail	RMF-24, Residential Multi-family 24 Units/acre; P-1, Institutional
East	Railroad corridor	I-1, Heavy Commercial and Light Industrial
West	Commercial development; Multi-family	C-2, Thoroughfare Commercial; RMF-24, Residential Multi-family 24 Units/acre

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities. All utility companies and the City have signed the required forms except for the City Water and Sewer Department.

UTILITIES

Cox Communications
Ozarks Electric Power Company
Source Gas
AT&T

RESPONSE

No objections
No objections
No objections
No objections

CITY OF FAYETTEVILLE:

Water/Sewer
Recycling & Trash Collection
Transportation

RESPONSE

No response
No objections
No objections

Public Comment:

No public comment has been received.

Recommendation:

Staff recommends forwarding **VAC 14-4655** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities shall be at the owner/developer's expense.
2. Prior to the City Council agenda request being submitted, the applicant shall provide a copy of the approval form from the City Water and Sewer Department.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action:

☒ Forwarded ☐ Denied ☐ Tabled

Date: April 14, 2014

Motion: *Chesser*

Second: *Cook*

Vote: *9-0-0*

Notes: *On consent agenda*

BUDGET/STAFF IMPACT:

None

Attachments:

- Applicant's letter
- Petition to vacate
- Utility approval forms
- Vacation plat
- Close up map
- One mile map


Jonathan Ely, P.E.
Project Manager

PETITION

PETITION TO VACATE AN EASEMENT LOCATED IN PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS AND BEING TRACT 2 OF LOT SPLIT PLAT RECORD 2002-090496, CITY OF FAYETTEVILLE, ARKANSAS

**TO: The Fayetteville City Planning Commission and
The Fayetteville City Council**

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Part Of The NW 1/4 Of The Se 1/4 Of Section 20, Township 16 North, Range 30 West, Washington County, Arkansas And Being Tract 2 Of Lot Split Plat Record 2002-090496 , City of Fayetteville, Arkansas, a municipal corporation; petition to vacate an easement which is described as follows:

LEGAL DESCRIPTION: PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 20; THENCE N87°13'22"W 128.27 FEET; THENCE S02°46'38"W 108.54 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF RAZORBACK ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING FIVE COURSES: THENCE S02°42'57"W 90.32 FEET; THENCE S03°24'21"W 160.96 FEET; THENCE S12°40'55"W 85.91 FEET; THENCE S18°21'12"W 235.85 FEET; THENCE S28°16'46"W 96.83 FEET TO THE NORTH LINE OF A 20 FOOT WATER AND SEWER EASEMENT AS RECORDED AT RECORD 1145-735; THENCE ALONG SAID NORTH LINE N60°03'54"W 20.01 FEET TO THE WEST LINE OF A 20 FOOT UTILITY EASEMENT AS RECORDED AT PLAT RECORD 2002-90496; THENCE ALONG SAID WEST LINE THE FOLLOWING SIX COURSES: THENCE N28°16'46"E 94.52 FEET; THENCE N18°21'12"E 233.12 FEET; THENCE N12°40'55"E 83.30 FEET; THENCE N03°24'21"E 159.22 FEET; THENCE N02°42'57"E 83.43 FEET; THENCE N34°40'45"W 22.21 FEET TO THE SOUTH LINE OF AN ELECTRIC EASEMENT; THENCE ALONG SAID SOUTH LINE S87°10'57"E 25.21 FEET TO THE WEST RIGHT-OF-WAY OF RAZORBACK ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY S34°40'45"E 13.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.31 ACRES, MORE OR LESS.

That the abutting real estate affected by said abandonment of the easement are located in Part Of The NW 1/4 Of The Se 1/4 Of Section 20, Township 16 North, Range 30 West, Washington County, Arkansas And Being Tract 2 Of Lot Split Plat Record 2002-090496 City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that the above described real estate, be used for their respective benefit and purpose as now approved by law.

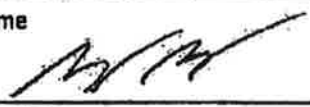
The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said easement.

Dated this 12th day of February, 2014.

Wes Bradley

Printed Name


Signature

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/12/2014

UTILITY COMPANY: AEP / SWEPCO

APPLICANT NAME: Jonathan Ely APPLICANT PHONE: 479-586-5647

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

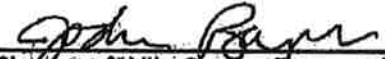
General location / Address West side of Razorback Road, South of 15th Street, Fayetteville, AR

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 2/12/2014

UTILITY COMPANY: Fayetteville Water and Sewer

APPLICANT NAME: Jonathan Ely APPLICANT PHONE: 479-586-5647

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address West side of Razorback Road, South of 15th Street, Fayetteville, AR

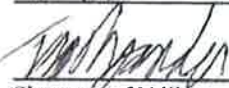
☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

WATER LINE INSTALLED FROM EAST SIDE OF RAZORBACK ROAD,
TRAVEL WEST AND STUBS OUT AT UNIVERSITY SQUARE



Signature of Utility Company Representative

INTERIM DIRECTOR FOR WATER/SEWER FUNCTIONS

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/12/2014

UTILITY COMPANY: AT&T

APPLICANT NAME: Jonathan Ely APPLICANT PHONE: 479-586-5647

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address West side of Razorback Road, South of 15th Street, Fayetteville, AR

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☒ No objections provided the following conditions are met:

Any relocation or damage to AT&T Facilities
will be paid for by Developer

Jeff Hennis
Signature of Utility Company Representative

Mgr. Design Engineer
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/12/2014

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Jonathan Ely APPLICANT PHONE: 479-586-5647

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

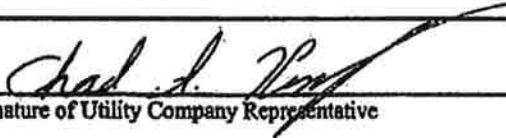
General location / Address West side of Razorback Road, South of 15th Street, Fayetteville, AR

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☒ No objections provided the following conditions are met:
Any damage to or relocations of existing facilities will be at the owners/developers expense.


Signature of Utility Company Representative

Construction Planner III NWA
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/12/2014

UTILITY COMPANY: Source Gas

APPLICANT NAME: Jonathan Ely APPLICANT PHONE: 479-586-5647

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address West side of Razorback Road, South of 15th Street, Fayetteville, AR

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Brian A. Dapert
Signature of Utility Company Representative

SUPERVISOR
Title

UTILITY APPROVAL FORM

**FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS**

DATE: 2/12/2014

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: Jonathan Ely APPLICANT PHONE: 479-586-5647

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address West side of Razorback Road, South of 15th Street, Fayetteville, AR

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Jrag McGee
Signature of Utility Company Representative

Lead Staking Tech
Title

EXHIBIT A

NE CORNER
NW1/4, SE1/4
SECTION 20
T-16-N, R-30-W

CORNER AS PER SURVEY
PLAT #94-41658

15th STREET

ELECTRIC EASEMENT

TRACT II
P.R. 2002-90496

20' WATER & SEWER
LINE EASEMENT (BOOK
1145 PAGE 735)

RAZORBACK ROAD

EASEMENT TO
BE VACATED



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 60°03'54" W	20.01'
L2	N 34°40'45" W	22.21'
L3	S 87°10'57" E	25.21'
L4	S 34°40'45" E	13.63'

THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE,
SHAPE, AND LOCATION OF THE EASEMENT TO WHICH IT IS
ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY.

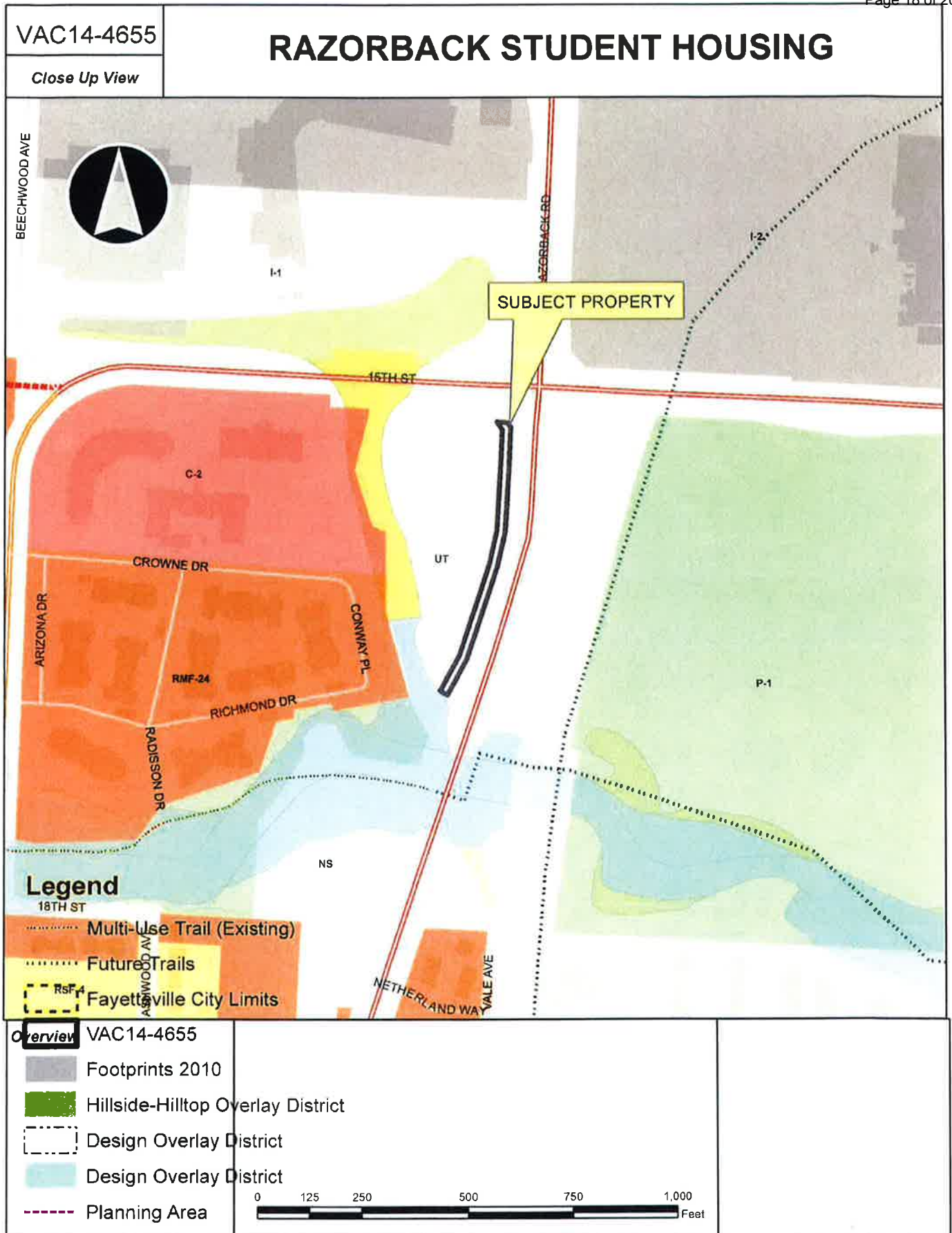
DRAWING: C:\12108001\2\BASKIN\HURD\DWG\EXHIBIT.DWG
LAST SAVED: 4/8/2014 2:17:20 PM
LAST PLOTTED BY: KEVIN MONTGOMERY 7/17/2014 8:59:20 AM (PLOTTED BY: VALID ON HARD COPY ONLY)

PROJECT NO.:	DRAWN BY:	DATE:	SHEET:	CHECKED:
12108001	KM	01/11/2014	1 OF 1	

901 N. 47th St., Suite 200
Rogers, Arkansas 72756

 **Crafton Tull**
architecture | engineering | surveying

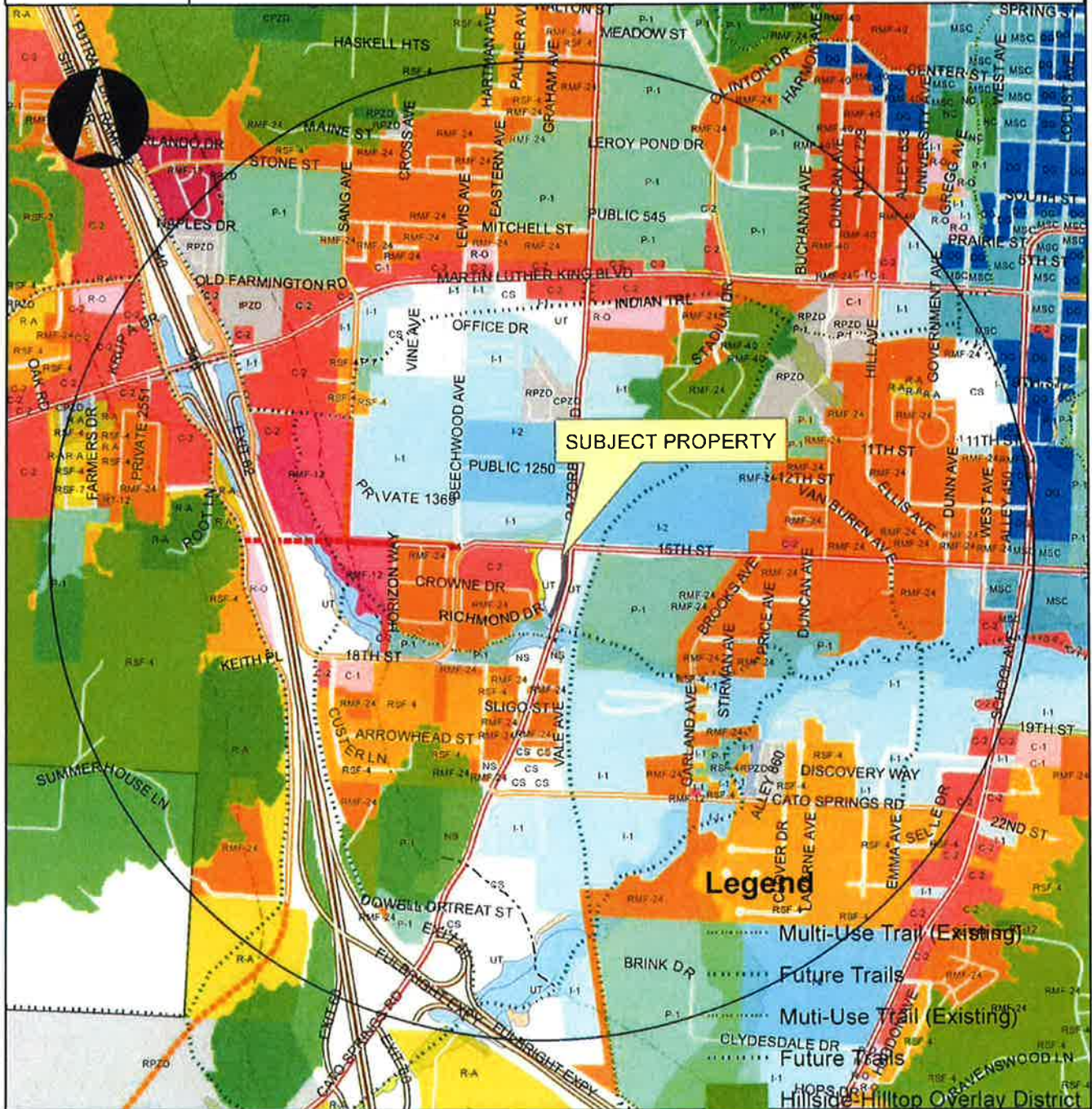
479.636.4838 f 479.631.6224 f
www.craftontull.com



VAC14-4655

RAZORBACK STUDENT HOUSING

One Mile View



Overview



Legend

Subject Property

VAC 14-4655

Boundary

0 0.25 0.5

1 Miles



VAC 14-4655



Design Overlay District



Planning Area



Fayetteville

City of Fayetteville Item Review Form

2014-0182

Legistar File Number

05/06/2014

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

Quin Thompson

Submitted By

Development Services

Department

Action Required:

VAC 14-4656: Vacation (2693 VALENCIA AVE./RIVERWOOD HOMES, 290): Submitted by RIVERWOOD HOMES for property located at 2693 VALENCIA AVE. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 0.22 acres. The request is to vacate part of a utility easement.

Does this item have a cost? ☐ No

Cost of this request

Category or Project Budget

Program or Project Name

Account Number

Funds Used to Date

Program or Project Category

\$0.00

Project Number

Remaining Balance

Fund Name

Budgeted Item? ☐

Budget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



Wings
K. [Signature] 4-18-14

Paul A. Buh 4-22-2014



Don [Signature] 4-22-14
[Signature]



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 06, 2014

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director *mg*

FROM: Quin Thompson, Current Planner

DATE: April 14, 2014

SUBJECT: **VAC 14-4656: Vacation (2693 VALENCIA AVE./RIVERWOOD HOMES, 290):** Submitted by RIVERWOOD HOMES for property located at 2693 VALENCIA AVE. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 0.22 acres. The request is to vacate part of a utility easement and drainage easement.

RECOMMENDATION:

The Planning Commission recommends approval of an ordinance to vacate portions of two easements as requested. Planning Division staff recommends approval of the request.

BACKGROUND:

The subject property is located at 2693 Valencia Avenue and contains 0.22 acres within the Sunbridge Villas R-PZD. There is a 30' general utility and a 30' drainage easement on the northeast property line that was platted with the subdivision.

The applicant requests vacation of a portion of two platted easements, consisting of a general utility easement and a drainage easement to make it feasible to construct a home on this unusually shaped lot.

The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections. The areas being vacated are surrounded entirely by property owned by the applicant.

DISCUSSION:

On April 14, 2014 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 14-4656 SUBMITTED BY RIVERWOOD HOMES FOR PROPERTY LOCATED AT 2693 VALENCIA AVENUE TO VACATE A PORTION OF A UTILITY EASEMENT, A TOTAL OF APPROXIMATELY 42 SQUARE FEET.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easements are not required for corporate purposes;

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 vacates and abandons the following portion of utility easement described in Exhibit "B" attached hereto and made a part thereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

PASSED and **APPROVED** this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT 'A'

VAC14-4656

Close Up View

RIVERWOOD HOMES



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Placer Placer City Limits

Overview

VAC14-4656

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

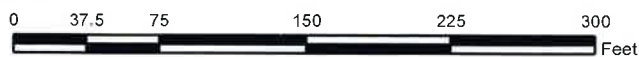


EXHIBIT 'B'

VAC 14-4656

LEGAL DESCRIPTION: (PARCEL #765-27330-000)

Lot 60 of the Concurrent Plat of Sunbridge Villas Subdivision as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

LEGAL DESCRIPTION: (PORTION TO BE VACATED)

A part of Lot 60 of the Concurrent Plat of Sunbridge Villas Subdivision as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being described as follows: Commencing at the NW corner of said Lot 60 thence S28°33'42"E 137.11 feet, thence S61°26'18"W 13.71 feet to the P.O.B.; thence S25°52'07"W 7.73 feet, thence N28°33'42"W 13.29 feet, thence S64°07'53"E 10.81 feet to the P.O.B.; containing 42 square feet more or less.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: April 14, 2014 UPDATED 4-17-2014

SUBJECT: **VAC 14-4656: Vacation (2693 VALENCIA AVE./RIVERWOOD HOMES, 290):** Submitted by RIVERWOOD HOMES for property located at 2693 VALENCIA AVE. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 0.22 acres. The request is to vacate part of a utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 14-4656** to the City Council with a recommendation for approval with conditions.

BACKGROUND:

The subject property is located at 2693 Valencia Avenue and contains 0.22 acres within the Sunbridge Villas R-PZD. There is a 30' 10' general utility and a 30' drainage easement on the northeast property line that was platted with the subdivision.

The applicant requests vacation of a portion of two platted easements, consisting of a general utility easement and a drainage easement to make it feasible to construct a home on this unusually shaped lot.

DISCUSSION:

Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Two-family residential	RMF-24, Residential Multi-family 24 Units/acre
South	Single-family residential	R-PZD
East	Single-family residential	R-PZD
West	Two-family residential	RMF-24, Residential Multi-family 24 Units/acre

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections. The areas being vacated are surrounded entirely by property owned by the applicant.

UTILITIES

Cox Communications

RESPONSE

No objections

Ozarks Electric Power Company

No objections

Source Gas

No objections

AT&T

No objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

No objections

Recycling & Trash Collection

No objections

Transportation

No objections

Public Comment:

No public comment has been received.

Recommendation:

Staff recommends forwarding **VAC 14-4656** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities shall be at the owner/developer's expense.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action:

☒ Forwarded ☐ Denied ☐ Tabled

Date: April 14, 2014

Motion: Chesser

Second: Cook

Vote: 9-0-0

Notes: On Consent Agenda

BUDGET/STAFF IMPACT:

None

Attachments:

Petition to Vacate

Vacation Plat

Utility Approvals

One Mile Map

Close Up Map

--

**PETITION TO VACATE EASEMENT LOCATED IN LOT 60, SUNBRIDGE SUBDIVISION, CITY OF
FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City Planning Commission

The Fayetteville City Council

I, the undersigned, being all owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 60, Sunbridge Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate and easement which is described in the attached legal description.

That the abutting real estate affected by said abandonment of the easement are Lots #59, # 1A, Sunbridge Subdivision, and Greens at Lakeside Village, City of Fayetteville used by the public for a period of many years, and that public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easement as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to the particular land the owners be free from the easements of the public for the use of said easement.

Dated this 4th day of March, 2014.

Mark Marquess – Riverwood Homes, LLC

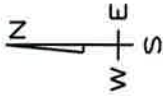
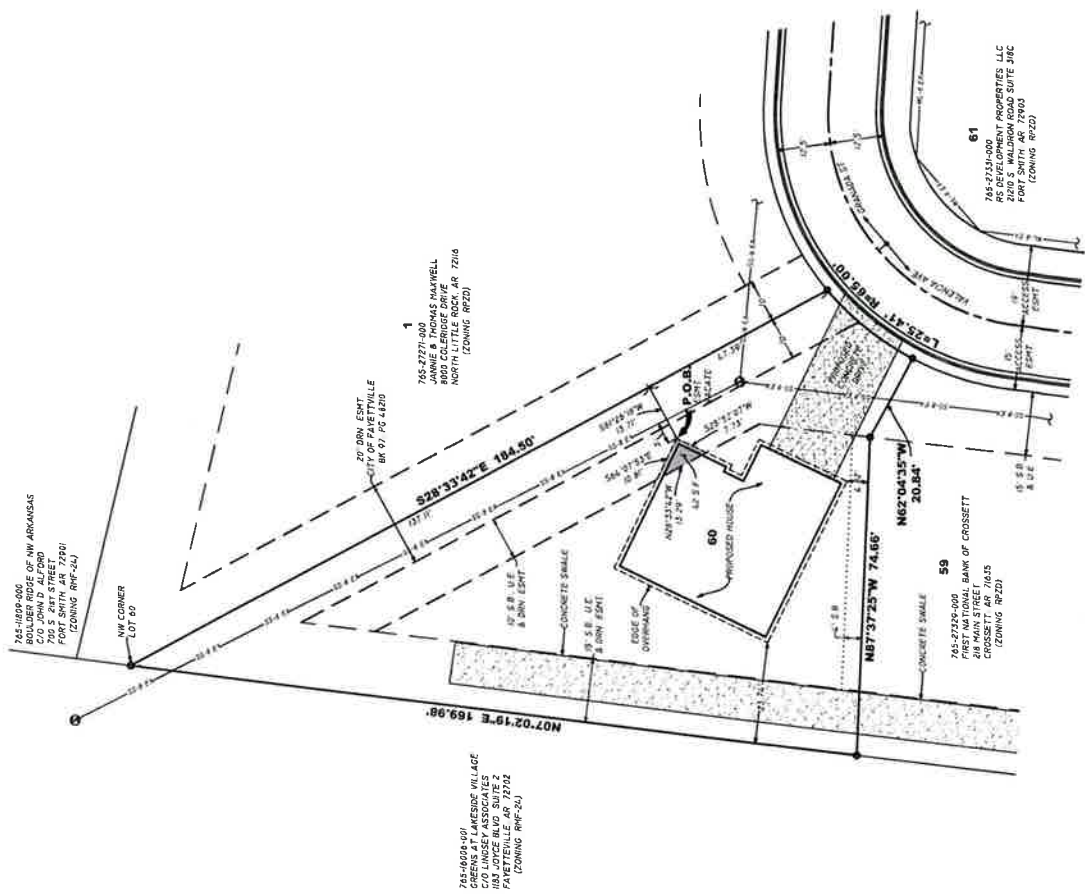
A handwritten signature in black ink, appearing to read 'Mark Marquess', is written over a horizontal line.

GRAPHIC SCALE



NOTES

- 1) PLAT PAGE #290
- 2) CURRENT ZONING - RPD
- 3) PARCEL NUMBERS 765-27335-000
- 4) BASIS OF SURVEY - THE CONCURRENT PLAT OF SUMMERIDGE VILLAS SUBDIVISION BY GEOMATIC CONSULTANTS INC. FILE #4234-0000029
- 5) THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #0156240P DATED MAY 16, 2009



OWNER:
RIVERWOOD HOMES, LLC
1533 W ENTERPRISE DRIVE
FAYETTEVILLE, AR 72704

VICINITY MAP



FAYETTEVILLE, ARKANSAS



765-16000-001
C/O LINCOLN ASSOCIATES
118 JOYCE BLVD SUITE 2
FAYETTEVILLE, AR 72702
(ZONING RPD-20)

765-27271-000
JANNIE & THOMAS MAXWELL
8000 COLLEGE DRIVE
FAYETTEVILLE, AR 72704
(ZONING RPD)

20' ROW EMT
CITY OF FAYETTEVILLE
BK 97, PG 4820

765-16229-000
BOLINDER RIDGE OF NW ARKANSAS
1533 W ENTERPRISE DRIVE
FAYETTEVILLE, AR 72704
(ZONING RPD-20)

765-27335-000
RIVERWOOD HOMES, LLC
2100 S WALSH ROAD SUITE 200
FAYETTEVILLE, AR 72703
(ZONING RPD)

LEGAL DESCRIPTION (PARCEL #765-27335-000)

LOT 60 OF THE CONCURRENT PLAT OF SUMMERIDGE VILLAS SUBDIVISION AS PER PLAT ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS

LEGAL DESCRIPTION (PORTION TO BE VACATED)

A PART OF LOT 40 OF THE CONCURRENT PLAT OF SUMMERIDGE VILLAS SUBDIVISION AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 60 THENCE S28°35'42"E 137.11 FEET THENCE S01°25'18"W 13.71 FEET TO THE P.O.B. THENCE S28°35'42"E 137.11 FEET THENCE N28°33'42"W 12.29 FEET THENCE S04°07'53"E 19.81 FEET TO THE P.O.B. CONTAINING 4.2 SQUARE FEET MORE OR LESS.

PREPARED BY JORGENSEN & ASSOCIATES ESTABLISHED 1988 CIVIL ENGINEERING FAYETTEVILLE, AR 154 W SUMMIT STREET, SUITE 100 FAYETTEVILLE, AR 72701 PHONE: (479) 444-9333 FAX: (479) 566-4887	LEGEND X CALCULATED POINT O SET IRON PIN & CAP S SEWER MANHOLE — EXISTING 8" SEWER LINE — EXISTING WATERLINE — CENTERLINE STREET — SIDE BUILDING SETBACK (S.B.) — BUILDING SETBACK (S.B.) — UTILITY EASEMENT	PROJECT DETAILS PROJECT LOCATION: FAYETTEVILLE, AR	REVISIONS PROJECT TITLE: EASEMENT VACATION	DATE: 12/29/14 DRAWN BY: JRM CHECKED BY: JRM PROJECT # 2014011 FILE # FAYETTEVILLE, ARKANSAS SCALE: 1"=20'	VAC 14-4656 (2693 Valencia Ave./Riverwood Homes) SHEET 1 OF 1 EASEMENT VACATION SHEET NUMBER: 1
--	---	---	---	---	---

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/27/14

UTILITY COMPANY: City of Fayetteville W/S

APPLICANT NAME: Riverwood Homes, LLC APPLICANT PHONE: 479-282-0406

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Utility Easement on Lot #60 Sunbridge Subdivision, Fayetteville, AR
42 square feet, more or less

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Shannon Jones
Signature of Utility Company Representative

Utilities Engineer
Title

UTILITY APPROVAL FORM

**FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS**

DATE: 2/27/14

UTILITY COMPANY: Broom Pugh -Solid Waste

APPLICANT NAME: Riverwood Homes, LLC APPLICANT PHONE: 479-282-0406

REQUESTED VACATION (*applicant must check all that apply:*)

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Utility Easement on Lot #60 Sunbridge Subdivision, Fayetteville, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/27/14

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Riverwood Homes, LLC APPLICANT PHONE: 479-282-0406

REQUESTED VACATION (*applicant must check all that apply:*)

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Utility Easement on Lot #60 Sunbridge Subdivision, Fayetteville, AR

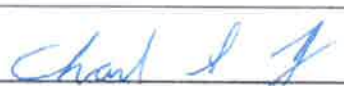
☒ (**ATTACH legal description and graphic representation of what is being vacated-SURVEY**)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Any damage to or relocations of existing facilities will be at the owners/developers expense.



Signature of Utility Company Representative

Construction Planner III NWA

Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/27/14

UTILITY COMPANY AT & T

APPLICANT NAME: Riverwood Homes, LLC APPLICANT PHONE: 479-282-0406

REQUESTED VACATION (*applicant must check all that apply:*)

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address: Utility Easement on Lot #60 Sunbridge Subdivision, Fayetteville, AR

☒ (**ATTACH legal description and graphic representation of what is being vacated-SURVEY**)

UTILITY COMPANY COMMENTS

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained (State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
If AT&T facilities need to be relocated or are damaged the property owner will be
responsible.



Signature of Utility Company Representative

Mgr. Osp Plng & Enrg Design

Title

Handwritten note:
Hance 2/27/14

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/27/14

UTILITY COMPANY: AEP/SWEPCO

APPLICANT NAME: Riverwood Homes, LLC APPLICANT PHONE: 479-282-0406

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Utility Easement on Lot #60 Sunbridge Subdivision, Fayetteville, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/27/14

UTILITY COMPANY: Jeff Coles - Transportation

APPLICANT NAME: Riverwood Homes, LLC APPLICANT PHONE: 479-282-0406

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Utility Easement on Lot #60 Sunbridge Subdivision, Fayetteville, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Terry L. Hully
Signature of Utility Company Representative

TRANS. Services Dir
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/27/14

UTILITY COMPANY: Source Gas

APPLICANT NAME: Riverwood Homes, LLC APPLICANT PHONE: 479-282-0406

REQUESTED VACATION (*applicant must check all that apply:*)

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Utility Easement on Lot #60 Sunbridge Subdivision, Fayetteville, AR

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

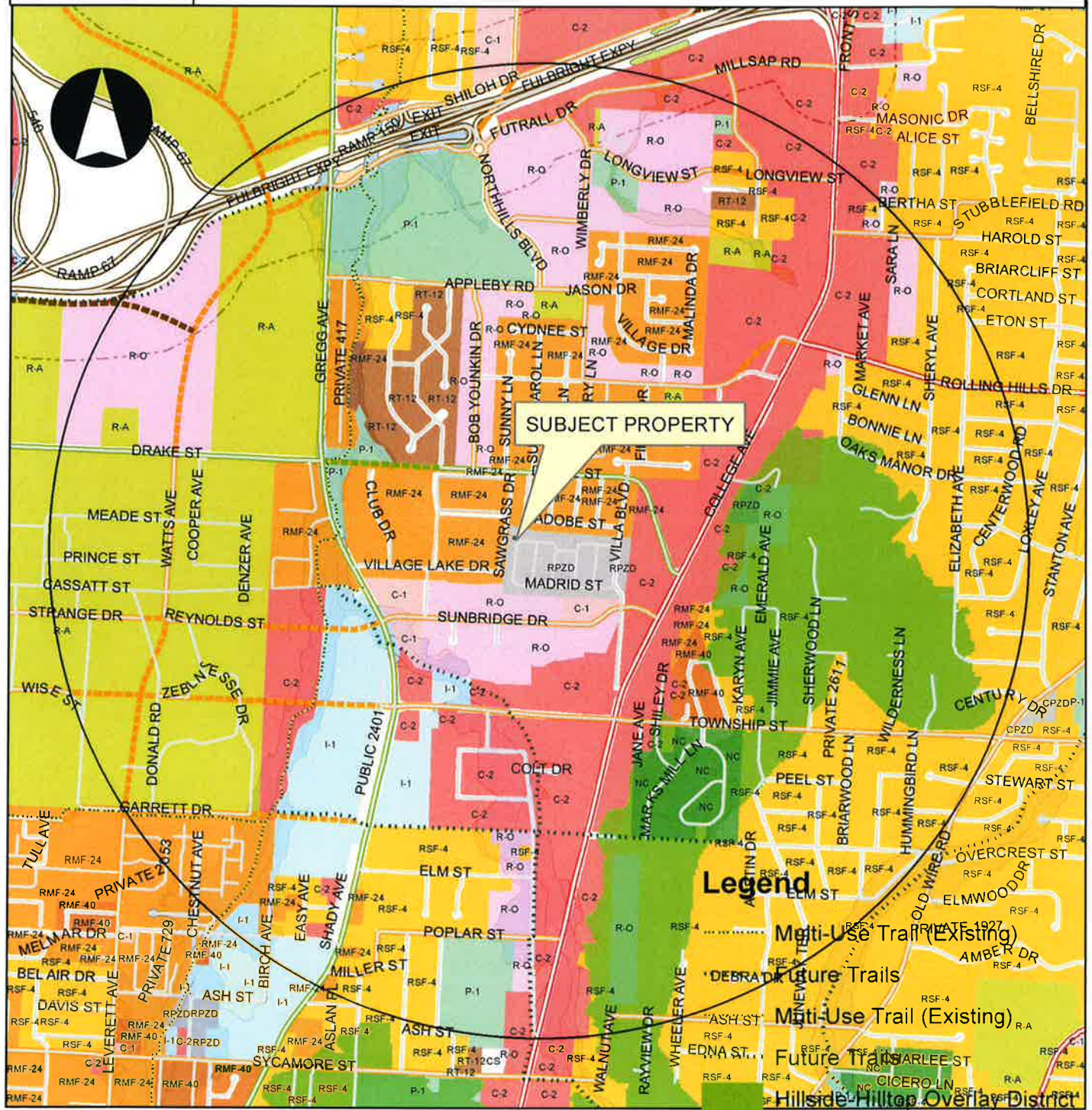
Fayetteville Division Manager

Title

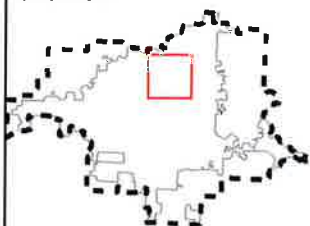
VAC14-4656

One Mile View

RIVERWOOD HOMES



Overview



Legend

Subject Property

VAC14-4656

Boundary

0 0.25 0.5



VAC14-4656



Design Overlay District



Planning Area



Fayetteville

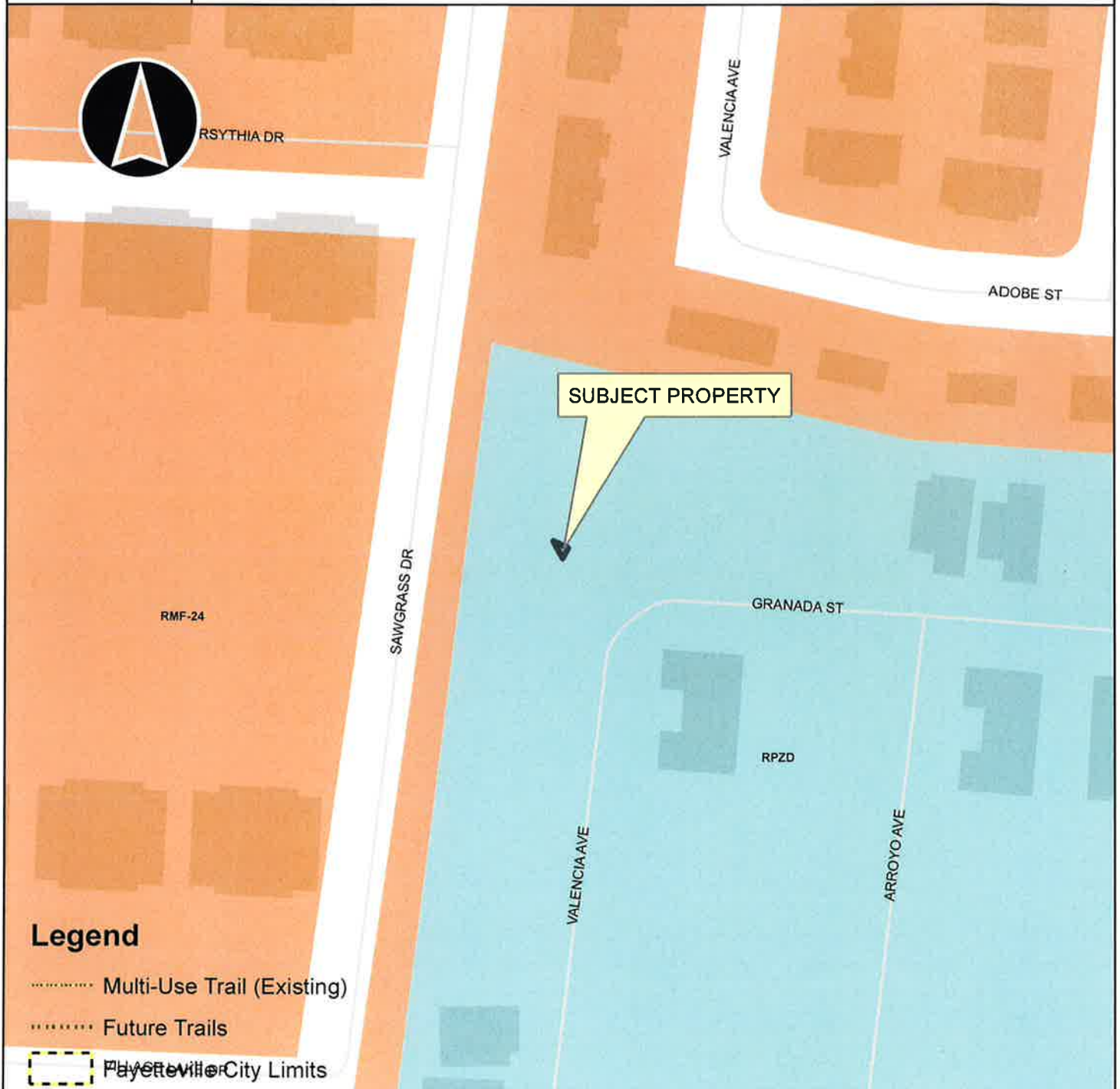
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Miles

VAC14-4656

Close Up View

RIVERWOOD HOMES



Legend

Multi-Use Trail (Existing)

Future Trails

City Limits

Overview VAC14-4656

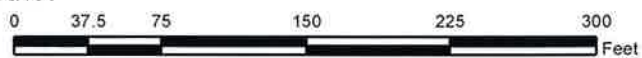
Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area



City of Fayetteville Item Review Form

2014-0184

Legistar File Number

05/06/2014

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

Quin Thompson

Submitted By

Development Services

Department

Action Required:

I-PZD 14-4662: Industrial Planned Zoning District (701 W. North, 443): Submitted by JASON CORRAL for property located at the 701 W. NORTH ST. The property is zoned CS, COMMUNITY SERVICES and contains approximately 0.76 acres. The request is to rezone the property to I-PZD, Industrial Planned Zoning District, for a micro-brewery in an existing building.

Does this item have a cost? ☐

Cost of this request

Category or Project Budget

Program or Project Name

Account Number

Funds Used to Date

Program or Project Category

\$0.00

Project Number

Remaining Balance

Fund Name

Budgeted Item? ☐

Budget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



Quin Thompson
4-18-14
Paul A. Butler 4-22-2014
4-22-12
[Signature]



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 06, 2014

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: April 14, 2014

SUBJECT: **I-PZD 14-4662: Industrial Planned Zoning District (701 W. North, 443):** Submitted by JASON CORRAL for property located at the 701 W. NORTH ST. The property is zoned CS, COMMUNITY SERVICES and contains approximately 0.76 acres. The request is to rezone the property to I-PZD, Industrial Planned Zoning District, for a micro-brewery in an existing building.

RECOMMENDATION:

The Planning Commission recommends approval of an ordinance to rezone the property to I-PZD, Industrial Planned Zoning District. Planning Division staff recommends approval of the request.

BACKGROUND:

The subject property is located at 693 and 701 North Street. The property is within the CS zoning district and contains assorted buildings associated with the former RANCO Lumberyard that was served by the adjacent rail system. In recent years the buildings have been empty or in varied manufacturing use; Brooks Graphics, for example was located in the west building until recently. The City has literally grown around this site, with the addition of commercial, office, and residential developments over a period of many years. The building at 701 North Street is currently vacant and the building at 693 North Street is occupied with 'Fayetteville's Funky Yard Sale', a flea market.

On May 06, 2013 the Planning Commission voted unanimously to forward a rezone request for this property with a recommendation for approval to the City Council, which subsequently approved an ordinance rezoning the property from I-1, Light Industrial and Heavy Commercial to CS, Community Services. A business with a primary use being beer production and distribution (greater than 50% of the size of the structure) is considered a manufacturing use, which is not allowed within the CS zoning district. In addition, a taproom/bar is not allowed as a primary use business in the CS zoning district.

Proposal: The applicant requests a rezone from CS, Community Services to an Industrial Planned Zoning District, I-PZD to allow a micro-brewery and tap-room to operate in the existing 2,975 square foot building at 701 North Street. Approximately 1,975 square feet of the building would be used for manufacturing craft beers, and approximately 1,000 square feet of the building would be used as a taproom/bar.

The applicant has proposed a customized zoning that contains all of the uses allowed under the current CS zone, with the addition of a manufacturing use (UU-22,) limited to allow only a micro-brewery with production not to exceed 5,000 barrels annually, along with 1,000 square feet of taproom.

Public Comment: Notification was delivered to property owners within 100' of the project boundary and one public notice sign was posted on the property. Staff received no public comment.

CITY PLAN 2030 FUTURE LAND USE PLAN: City Plan 2030 Future Land Use Plan designates this site as City Neighborhood Area. City neighborhood areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses.

COMPATIBILITY: Staff finds that the proposed zoning is consistent with the Unified Development Code and City Plan 2030. The future land use map designates the property as a City Neighborhood Area, which is characterized as more densely populated than residential neighborhood areas, providing a mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density. The proposal is to add a single use unit to the existing CS zoning, which would allow for a Manufacturing Use (UU-22) so that a craft brewery can operate on the site.

In staff's opinion the proposed rezoning is compatible with surrounding zoning and land uses. The area has for years supported a variety of uses, including single- and multi-family residential, commercial, office, institutional, and industrial. Historically, the site has been in industrial/commercial use for decades. The proposed manufacturing use is not expected to generate adverse environmental effects, however it is typical of a brewery to produce some odor within a very limited area.

DISCUSSION:

On April 14, 2014 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE ESTABLISHING AN INDUSTRIAL PLANNED ZONING DISTRICT TITLED I-PZD 14-4662, PROJECT CORRAL, LOCATED AT 701 W. NORTH STREET; CONTAINING APPROXIMATELY 0.76 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ZONING CRITERIA AND ASSOCIATED MASTER PLAN

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 changes the zone classification of the following described property from CS, Community Services, to I-PZD 14-4662 as shown in Exhibit "A" and "B" attached hereto and made a part hereof

Section 2: That the change in zoning classification is based upon the approved zoning criteria and associated master plan and statement as submitted, determined appropriate and approved by the City Council.

Section 3: That this ordinance shall take effect and be in full force at such time as all of the requirements of the zoning criteria and master plan have been met.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and APPROVED this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

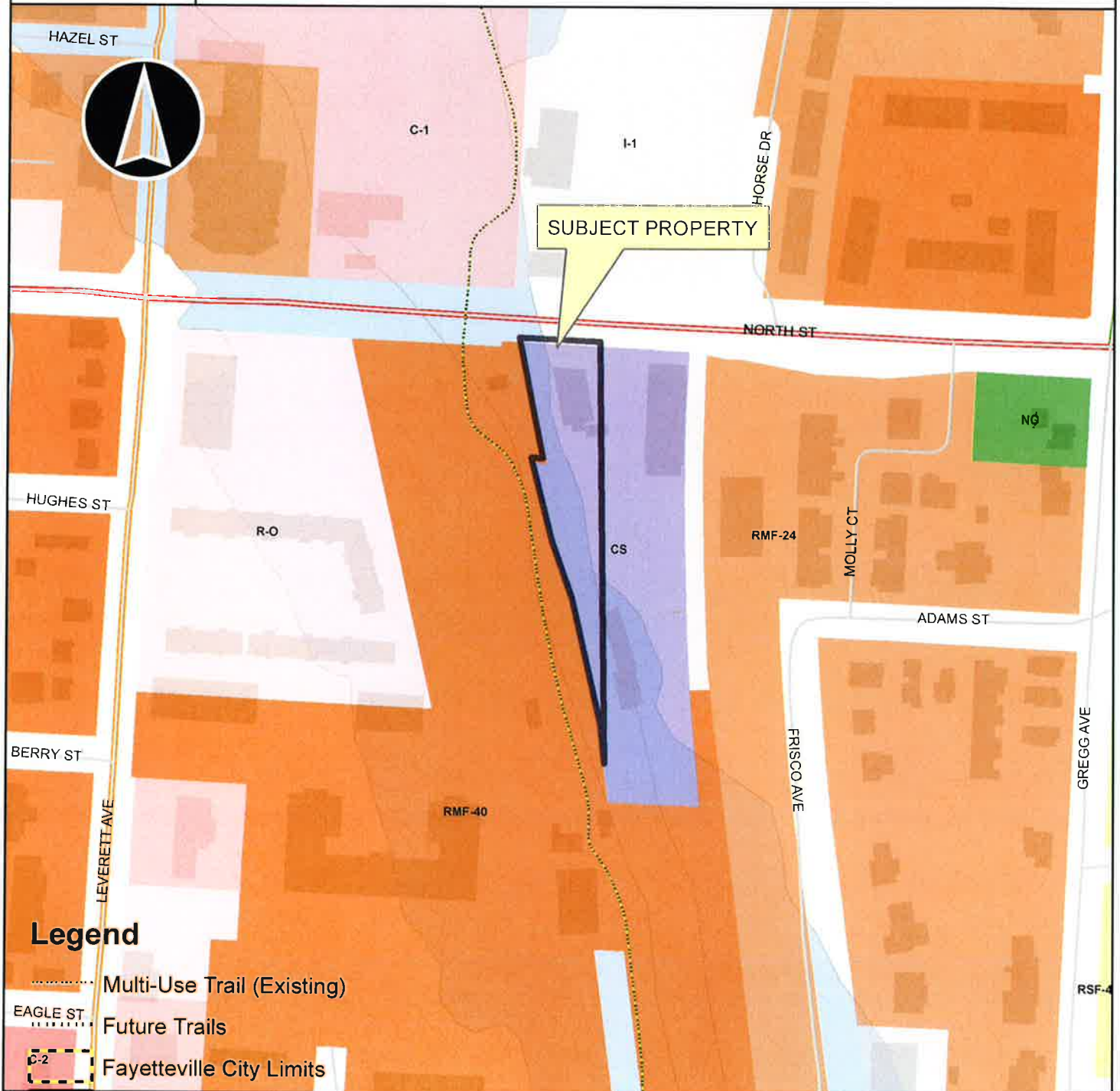
By: _____
SONDRA E. SMITH, City Clerk/Treasur

EXHIBIT 'A'

IPZD14-4662

701 W. NORTH

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

IPZD14-4662

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

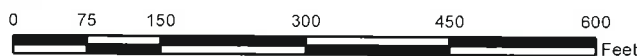


EXHIBIT 'B'

14-4662 I-PZD

SURVEY DESCRIPTION OF AREA TO BE REZONED:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N87°13'26"W 572.96', THENCE S02°46'34"W 30.25', THENCE N87°13'26"W 118.73' TO THE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN ON THE SOUTH RIGHT-OF-WAY OF NORTH STREET, AND RUNNING THENCE S00°42'47"E 574.30', THENCE N06°23'41"W 52.82' TO THE WEST BANK OF A CREEK, THENCE ALONG SAID WEST BANK THE FOLLOWING 3 COURSES: N12°46'36"W 177.56' TO A SET IRON PIN, THENCE N19°40'38"W 81.51' TO A SET IRON PIN, THENCE N14°00'24"W 117.20' TO A FOUND IRON PIN, THENCE LEAVING SAID BANK AND RUNNING S87°14'48"E 15.75' TO THE CENTERLINE OF SAID CREEK, THENCE ALONG SAID CENTERLINE N11°15'40"W 167.48' TO THE SOUTH RIGHT-OF-WAY OF NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY S87°13'26"E 110.92' TO THE POINT OF BEGINNING. CONTAINING 0.76 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PZD Booklet

A. Current Owner:

Ranco Properties LLC

Applicant/Contingent Buyer:

Jason Corral

Corputske Beverage Corp.

1553 E Columbus Blvd

Fayetteville, AR 72701

- B. The intent of this I-PZD is for a modification of the current Community Services zoning ordinance at 701 W. North St. to allow for the operation of a microbrewery and taproom at that location by Corputske Beverage Corp. The microbrewery will be limited to a production capacity of 5,000 bbl per year, which is the maximum allowable production capacity of a microbrewery-restaurant, but otherwise regulated under the normal ordinances of a microbrewery as operated in I-1 or I-2 (Use Unit 22: Manufacturing). All ordinances provided by the Community Services zoning will still be maintained and applied at this location, with the additional allowed use of a microbrewery.

- C. (1) The street and lot layout will remain as is.

(2) There are no proposed improvements for this project.

(3) The street, lot, and building will not be modified, so the current buffer areas will remain as is.

(4) There is not any proposed street, lot, or building modification, so all trees will remain as is.

(5) There are no proposed street or lot improvements, so all storm water detention and drainage will remain as is.

(6) There are not any proposed street or lot improvements, so undisturbed natural areas will be left untouched.

(7) Existing and Proposed Utility Connections and Extensions:

The existing utilities and connections at this building will initially be maintained as is. Any additional utilities connections in the future will be compliant with the Community Services zoning.

(8) Development and Architectural Design Standards:

The building front will remain as-is, so no architectural design will be employed.

(9) Building Elevations:

The existing building will remain as is. Pictures of the location are provided in the appendix to serve as building elevations.

- D. There will not be any exterior development performed at the location.

- E. There is only one planning area at this site.

- F. Proposed Zoning Development Standards:

Land Use Designation:

A.) Permitted uses by use unit:

Unit 1- City-wide use by right

Unit 4- Cultural and recreational facilities

Unit 5- Government facilities

Unit 8- Single-family dwellings

Unit 9- Two-family dwellings

Unit 10- Three-family dwellings

Unit 13- Eating places

Unit 15- Neighborhood shopping goods

Unit 18- Gasoline service stations and drive-in/drive through restaurants

Unit 24- Home occupations

Unit 25- Offices, studios and related services

Unit 26- Multi-family dwellings

- ✓ Unit 22- Manufacturing: specifically, a microbrewery and approximately 1,000 square feet taproom with production capacity not to exceed 5,000 bbl per year.

B.) Conditional uses by use unit:

Unit 2- City-wide uses by conditional use permit

Unit 3- Public protection and utility facilities

Unit 14- Hotel, motel and amusement services

Unit 16- Shopping goods

Unit 17- Transportation, trades and services

Unit 19- Commercial recreation, small sites

Unit 28- Center for collecting recyclable materials

Unit 34- Liquor stores

Unit 35- Outdoor music establishments

Unit 36- Wireless communication facilities

Unit 40- Sidewalk cafes

Unit 42- Clean technologies

C.) Density

None

Bulk and Area Regulations:

D.) Lot width minimum

Dwelling = 18 ft. All other = none.

E.) Lot area minimum

None

F.) Land area per dwelling

None

G.) Setback requirements

Front- *A build-to zone that is located between 10 feet and a line 25 feet from the property line*

Side and rear- *None*

Side or rear, when contiguous to a single family residential district- *15 feet*

H.) Height regulations

Building height maximum- 56 ft.

I.) Building area

Minimum buildable street frontage- 50% of the lot width.

Site Planning:

J.) Landscaping

Any landscaping carried out at this location will be in compliance with landscaping regulations for the Community Services zoning

✓ K.) Parking

Parking will be provided by the parking spots on-site and additional parking will be facilitated by a shared parking agreement with the owner of Fayetteville's Funky Yard Sale (Ranco Properties LLC). Adequate parking will be provided to cover the manufacturing use, and additional parking will be provided to cover the operation of the tap room (a 1000 sq ft room) as if it were a restaurant. All parking plans will be reviewed for compliance with City Code prior to business license approval.

L.) Architectural Design Standards

The exterior of the building will not be altered, so existing architectural design standards will be maintained. See pictures in appendix.

M.) Signage

Pending approval by Ranco Properties LLC, a sign will be placed on the front of the building. Signage will remain consistent with the Community Services zoning regulation.

- G. Chart comparing proposed master development plan to the current zoning district requirements. All requirements will remain the same as Community Services with the exception of the addition of the use of a microbrewery as a permitted use.

Permitted Uses

Community Services	
Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings

Planned Zoning District	
Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 22	Manufacturing: specifically, a microbrewery with production capacity not to exceed 5,000 bbl per year

Conditional Uses

Community Services	
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk cafes
Unit 42	Clean technologies

Planned Zoning District	
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk cafes
Unit 42	Clean technologies

Bulk and Area Regulations

Community Services	
Lot Width Minimum	
Dwelling	18 ft.
All others	None

Planned Zoning District	
Lot Width Minimum	
Dwelling	18 ft.
All others	None

Lot area minimum: None

Density: None

Setback Regulations

Community Services	
Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single family residential district	15 feet

Planned Zoning District	
Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single family residential district	15 feet

Building Height Regulations

Community Services	
Building Height Maximum	56 ft.

Planned Zoning District	
Building Height Maximum	56 ft.

Minimum buildable street frontage: 50% of the lot width.

There will not be any development of the exterior of the property, so there will not be any environmentally hazardous operations occurring at the property. Waste liquids will be drained to the sewage line, and waste solids will be thrown away or recycled, so there is no immediate threat to the environment. The environmental and safety regulations of the Community Services zoning and Manufacturing use will remain as is.

- H. The building is located next to the Scull Creek trail, which is a pedestrian path through Fayetteville. This trail connects with Wilson Park, which is approximately 0.5 miles away. There are no recreational facilities proposed for this planned zoning district.
- I. The reason I am requesting this zoning change is because I want to open a microbrewery and tap room at this location. I am not proposing a large scale, mass -distribution-oriented brewery. The brewery I am opening is going to be reminiscent of a European café, where locals can come to relax and enjoy a beautiful day or the comfortable, open atmosphere of the tap-room, and partake in local culture by purchasing locally produced beer. Annual production will remain strictly less than 5,000 bbl per year, which is the maximum annual production a microbrewery-restaurant is allowed under state regulations (some micro-brewery restaurants would be able to open at this location with the zoning as-is).

- J. The projected operations of this microbrewery bring in an average of 15 to 20 customers per day, over a 10 hour day. Even during peak demand hours, this is not likely to contribute to heavily increased traffic or congestion on North St. Pending landlord approval, a sign will be placed on the front of the building, but will not obstruct view of adjacent buildings or of traffic. The exterior of the building will be maintained at a respectable level. All regulations relating to the Community Services zoning will remain as is.
- ✓ K. This project is compliant with the Fayetteville City Plan 2030. Opening a microbrewery at this location will support the Fayetteville City Plan 2030 by:
 - a. Encouraging the use of the city bike trail as an alternative to automobile transportation due to the pedestrian accessibility of the location.
 - b. Encouraging a local business to stay in Fayetteville
 - c. Potentially contributing to increased quality of Scull Creek by investigating methods of rainwater runoff capture and reuse at this location
 - d. Finally, I will be turning a property near the core of Fayetteville into a cultural center that celebrates and embodies the unique identity of Fayetteville.
- L. No traffic study was required by the Planning/Engineering Division.
- M. Water and Sewer for this location are located along North St. and are currently serving the existing building. The West Side wastewater treatment plant indicated that this project would not be a concern for them.
- N.

"STATEMENT OF COMMITMENTS"

The statement of commitments shall, in all cases, describe the development commitments including a method for assigning responsibility to heirs, successors, or assigns, and timing of the fulfillment of these commitments for the following:

- (1) Dedication: There is no dedication proposed for this site.
- (2) On or off site improvements: Construction of, or payment of fees or guarantees for any required public improvements shall take place at the time of development in accordance with UDC requirements.
- (3) Natural Resources and Environmentally Sensitive Areas: These areas will be maintained as required under the Community Services zoning.
- (4) Project Phasing Restrictions: The only construction projects associated with the brewery will involve development within the building. Any future phasing will be conducted in accordance with the Fayetteville UDC.
- (5) Fire Protection: This building shall meet current fire codes for Manufacturing use based on inspection by the City Fire Marshall. Fire protection to this site is readily available.
- (6) There are currently no other commitments imposed by the city.
- (7) This project commits to preserving open space and greenspace as indicated on the PZD site-plan and zoning criteria.
- (8) The building will remain as-is, and any future development shall be in keeping with the residential character of the area.

O. Conceptual Description of Development Standards, Conditions, and Review Guidelines.

- (1) Screening and Landscaping: standards, conditions, and review will remain the same as for the Community Services zoning.
- (2) Traffic and Circulation: This zoning will comply with traffic and circulation regulations set forth for the Community Services zoning.
- (3) Parking Standards: Parking shall be provided in accordance with the zoning ordinance for Manufacturing (Use Unit 22). Additionally, parking for the taproom (a sub-segment of the building) will be provided in accordance with the zoning ordinance for a restaurant (Use Unit 13).
- (4) Perimeter Treatment: Any perimeter landscaping projects will be carried out in accordance with the Community Services zoning.
- (5) Sidewalks: There is currently an existing sidewalk along North St., and the bike trail runs along the West side of the building, opposite Scull Creek. Any additional sidewalks will comply with the Community Services zoning regulations.
- (6) Streetlights: There is adequate lighting in the area (near the bike trail crosswalk). Lighting will be maintained in compliance with the Community Services zoning.
- (7) Water: Water will be provided as is.
- (8) Sewer: Sewer services will be provided as is.
- (9) Streets and Drainage: Drainage will comply with City of Fayetteville Unified Development Code requirements for Community Services zoning.
- (10) Construction of Nonresidential Facilities: No buildings will be constructed in association with this business.
- (11) Tree Preservation: Tree preservation will be maintained in accordance with the Community Services zoning.
- (12) Architectural Design Standards: The building will remain as-is. See attached photos.
- (13) Proposed Signage: One sign will be placed on the building pending landlord approval. One additional sign may be placed near the front of the building, but this sign will not impede pedestrian or vehicular traffic visibility. Signage will be compliant with Community Services zoning.
- (14) View Protection: Not impacted.
- (15) Revocations: I understand causes for revocation and will take all necessary measures to avoid revocation.
- (16) Covenants, Trusts, and Homeowners Associations: Not applicable.

P. This development fulfills the intent and purpose of the Planned Zoning District Ordinance by permitting the operation of a business with a unique use that is not allowed in the current

Community Services zoning. The PZD would allow for a microbrewery to open in a location with historical significance in the City of Fayetteville that would not normally be zoned for the operation of a microbrewery. This use will be compatible with the surrounding community and will add to the cultural identity of Fayetteville.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: April 14, 2014 UPDATED 4-17-2014

SUBJECT: **I-PZD 14-4662: Industrial Planned Zoning District (701 W. North, 443):** Submitted by JASON CORRAL for property located at the 701 W. NORTH ST. The property is zoned CS, COMMUNITY SERVICES and contains approximately 0.76 acres. The request is to rezone the property to I-PZD, Industrial Planned Zoning District, for a micro-brewery in an existing building.

RECOMMENDATION:

Planning staff recommend forwarding **I-PZD 14-4662** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property is located at 693 and 701 North Street. The property is within the CS zoning district and contains assorted buildings associated with the former RANCO Lumberyard that was served by the adjacent rail system. In recent years the buildings have been empty or in varied manufacturing use; Brooks Graphics, for example was located in the west building until recently. The City has literally grown around this site, with the addition of commercial, office, and residential developments over a period of many years. The building at 701 North Street is currently vacant and the building at 693 North Street is occupied with 'Fayetteville's Funky Yard Sale', a flea market.

On May 06, 2013 the Planning Commission voted unanimously to forward a rezone request for this property with a recommendation for approval to the City Council, which subsequently approved an ordinance rezoning the property from I-1, Light Industrial and Heavy Commercial to CS, Community Services.

Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Former Tune Concrete works	I-1, Heavy Commercial and Light Industrial
South	Undeveloped / Multi-Family Residential	Undeveloped/RMF-40, Residential Multi-Family, 40 Units Per Acre
East	Multi-Family Residential	RMF-24, Residential Multi-Family, 24Units Per Acre
West	Multi-Family Residential	RMF-40, Residential Multi-Family, 40 Units Per Acre

DISCUSSION:

Findings:

Proposal: The applicant requests a rezone from CS, Community Services to an Industrial Planned Zoning District, I-PZD to allow a micro-brewery and tap-room to operate in the existing 2,975 square foot building at 701 North Street. Approximately 1,975 square feet of the building would be used for manufacturing craft beers, and approximately 1,000 square feet of the building would be used as a taproom/bar. A micro-brewery is considered a manufacturing use, which is not allowed within the CS zoning district.

The applicant has proposed a customized zoning that contains all of the uses allowed under the current CS zone, with the addition of a manufacturing use (UU-22,) which would be limited to allow only a micro-brewery with production not to exceed 5,000 barrels annually.

Public Comment: Notification was delivered to property owners within 100' of the project boundary and one public notice sign was posted on the property. Staff received no public comment.

Recommendation: Staff recommends that **I-PZD 14-4662** be forwarded to the City Council with a recommendation for approval finding that the project is compatible with existing land uses and in compliance with adopted land use policies and goals including City Plan 2030 and the Planned Zoning District ordinance as follows:

Future Land Use Plan Designation: City Neighborhood Area. *City neighborhood areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses.*

Goal 1: ***We will make appropriate infill and revitalization our highest priorities.*** *The city should consider mechanisms to ensure quality development and promote appropriate development that reflects the existing community character of Fayetteville's neighborhoods.*

The proposed zoning allows for the continued revitalization of an existing industrial development in a mixed residential and commercial corridor in the center of Fayetteville.

Conditions of Approval:

1. The PZD booklet and Plat shall be revised prior to City Council Submittal to specifically include the following:

- “permitted uses by right: Unit 22 – Manufacturing: specifically a microbrewery and approximately 1,000 square feet of taproom with production capacity not to exceed 5,000 bbl per year.”
- Revise the Site Planning: Parking section to specify that all parking shall be reviewed for compliance with City Code prior to business license approval.
- Section K: remove reference to City Plan 2025 and replace with City Plan 2030.
- Enclose the Zoning and Development standards in a box on the Plat.
- Add a vicinity map to the PZD Plat with zoning on the map.

PLANNING COMMISSION ACTION: Required

Date: April 14, 2014 ☐ Tabled ☒ Forwarded ☐ Denied

Motion: Chesser **Second:** Cook **Vote:** 9-0-0

CITY COUNCIL ACTION: Required

Date: May 06, 2014 ☐ Approved ☐ Denied

INFRASTRUCTURE:

Streets: The site has access to North Street, a Master Street Plan designated Principal Arterial.

Water: Water service is provided to the property through a 12" main that runs along North Street.

Sewer: Sanitary sewer service is provided to the site through an 8" main that runs along North street.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. This property is affected by the 100-year floodplain and the Streamside Protection Ordinance. Scull Creek runs across the west boundary of the property.

Fire: The Fire Department did not express any concerns with this request.

Police: The Police Department did not express any concerns with this request.

Sec. 166.06. Planned Zoning Districts (PZD)

(E) Approval or Rejection Criteria for Planned Zoning Districts

The following criteria shall be considered by the Planning Commission and City Council in the review of a planned zoning district application based on the proposed master development plan:

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2030;

FINDING: Staff finds that the proposed zoning is consistent with the Unified Development Code and City Plan 2030. The future land use map designates the property as a City Neighborhood Area, which is characterized as more densely populated than residential neighborhood areas, providing a mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density. The proposal is to add a single use unit to the existing CS zoning, which would allow for a Manufacturing Use (UU-22) so that a craft brewery can operate on the site.

- (2) Whether the application is in compliance with all applicable statutory provisions;

FINDING: The application has been reviewed and found to be in compliance with all applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

FINDING: The street infrastructure in the area is adequate to serve this development. North Street is currently a high volume principal arterial, providing a primary north/south connection through the City. The water and sewer infrastructure is adequate to serve this use.

- (4) Whether the rezoning is compatible with the surrounding land uses;

FINDING: In staff's opinion the proposed rezoning is compatible with surrounding zoning and land uses. The area has for years supported a variety of uses, including single- and multi-family residential, commercial, office, institutional, and industrial. Historically, the site has been in industrial/commercial use for decades. The proposed manufacturing use is not expected to generate adverse environmental effects, however it is typical of a brewery to produce some odor within a very limited area.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

FINDING: In staff's opinion the land is suitable for the intended use and compatible with the natural environment. The property has been in industrial use for decades, and the proposed use is a low intensity manufacturing use that does not generate dangerous waste. Modification of the property is not needed for the proposed use, the developed property can accommodate the microbrewery.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

FINDING: North Street is a high volume Principal Arterial with capacity to carry the modest traffic generated by this property. No new development is proposed on the site at this time; traffic congestion will be evaluated at the time of any future development.

- (7) Whether the planned development provides for unified development control under a unified plan;

FINDING: No new development is planned at this time. The PZD booklet clearly defines the uses that would be allowed under the proposed I-PZD.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

FINDING: No other zoning considerations are proposed to be violated.

Sec. 161.29 Planned Zoning District

(E) I-PZD Industrial Planned Zoning District.

- (1) *Purpose and intent.* The I-PZD is intended to accommodate industrial parks and single use industrial developments that are determined to be more appropriate for a PZD application than a general industrial rezone. The legislative purpose, intent and application of this district include, but are not limited to, the following:
- (a) To provide for manufacturing activities in a manner compatible with the surrounding area.
 - (b) To encourage the application of sound planning and design principles in the orderly development of industrial activities.
 - (c) To maximize manufacturing potential without adversely affecting the living environment of the community.
 - (d) To encourage industrial development that is consistent with the city's General Plan.
- (2) All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Conditions.*
- (a) In no instance shall the industrial use area be less than fifty-one percent (51%) of the gross leaseable floor area within the development.
 - (b) Ancillary commercial and office uses shall be compatible with the design and scale of the project.
 - (c) Residential uses must be appropriate to the scope and character of the development.
- (4) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with

Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

FINDING: The proposed planned zoning district provides for the currently allowed land uses to remain in place, and adds one additional use that is not currently allowed. Further, the additional use, UU-22, Manufacturing, will be limited to a micro-brewery use with maximum production typical of small brewing facilities. The application as Industrial under the code, however the small-scale manufacturing associated with the production of craft beers is not an intensive use that needs to be separated from surrounding residential or commercial use. The microbrewery use is appropriate in this urban setting and can be an important part of the neighborhood, contributing a unique service and gathering spot for residents in the community.

(F) *Bulk and area regulations*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - (a) The densities of surrounding development;
 - (b) the densities allowed under the current zoning;
 - (c) the urban development goals and other policies of the city's General Plan;
 - (d) the topography and character of the natural environment; and
 - (e) the impact of a given density on the specific site and adjacent properties.
- (2) *Lot area and setback requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.
- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

Finding: Bulk and area regulations shall remain the same as that allowed under the current CS zoning district.

Required Findings for Rezoning Request.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: Staff finds that the proposed zoning is consistent with Planning objectives, principles, and policies. The City Plan 2030 future land use map designates the property as a City Neighborhood Area, which is characterized as more densely populated than residential neighborhood areas, providing a mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density. The proposal is to add a single use unit to the existing CS zoning, which would allow for a Manufacturing Use (UU-22) so that a craft brewery can operate on the site.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The property is currently zoned CS, Community Services which does not allow the proposed use. The proposed I-PZD retains all regulations of the CS zone, and allows one additional use desired by the property owner.

3. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning would not increase the load on public services.

4. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

BUDGET/STAFF IMPACT:

None

Attachments:

Applicant's Letter
I-PZD PLAT
I-PZD Booklet
Survey
One Mile Map
Close Up Map
Current Land Use Map
Future Land Use Map

MARCH 2, 2014

PLANNING DIVISION
CITY OF FAYETTEVILLE
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701

I-PZD of 701 W. North St.

APPLICANT: JASON CORRAL
1553 E. COLUMBUS BLVD.
FAYETTEVILLE, AR 72701

Dear Planning,

Please review this letter and the attached plan sheets for my submittal of the conceptual I-PZD for 701 W. North St.

SUMMARY: The 701 W. North St. I-PZD is located near the center of Fayetteville, next to the bike trail and the railroad tracks. I am proposing an addition to the Community Services zoning already in place at the location to allow for the operation of a small microbrewery, not to exceed 5000 bbl per year (the capacity allowed to microbrewery-restaurants). The premise in question will be used for manufacturing of beer along with all related processes, and will also consist of a tap-room where consumers can purchase beer brewed on-site for on-site consumption.



Front of Building at 701 W North St.

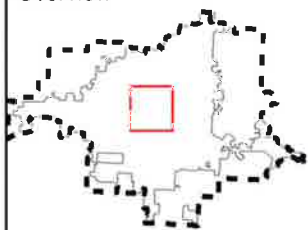


Side View of Building (West side) at 701 W North St.



Rear View of Building at 701 W North St.

One Mile View



Boundary

1

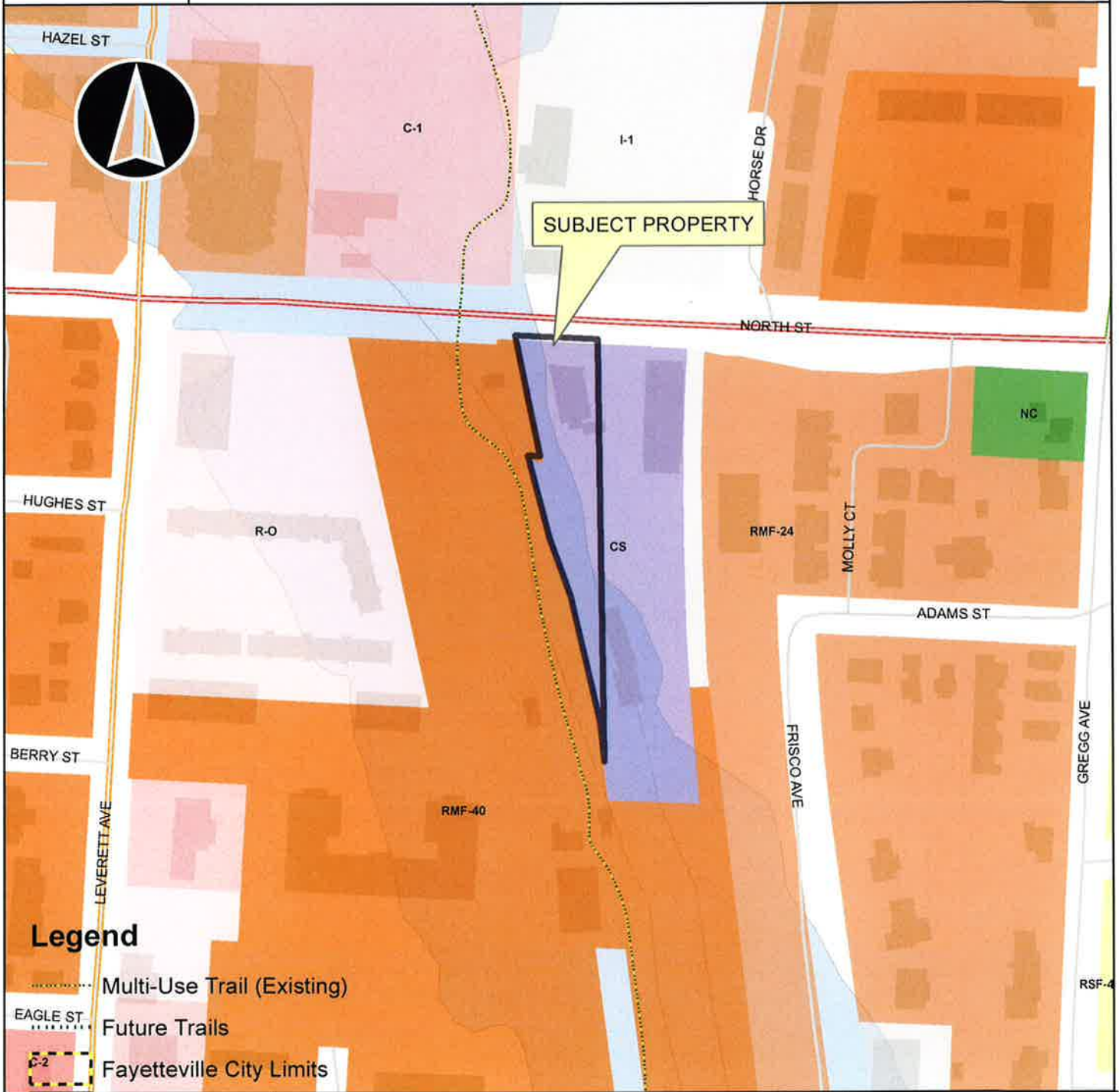
Miles

-  IPZD 14-4662
 Design Overlay District
 Planning Area
 Fayetteville

IPZD14-4662

701 W. NORTH

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview IPZD14-4662

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



IPZD14-4662

701 W. NORTH

Close Up View



Overview IPZD14-4662

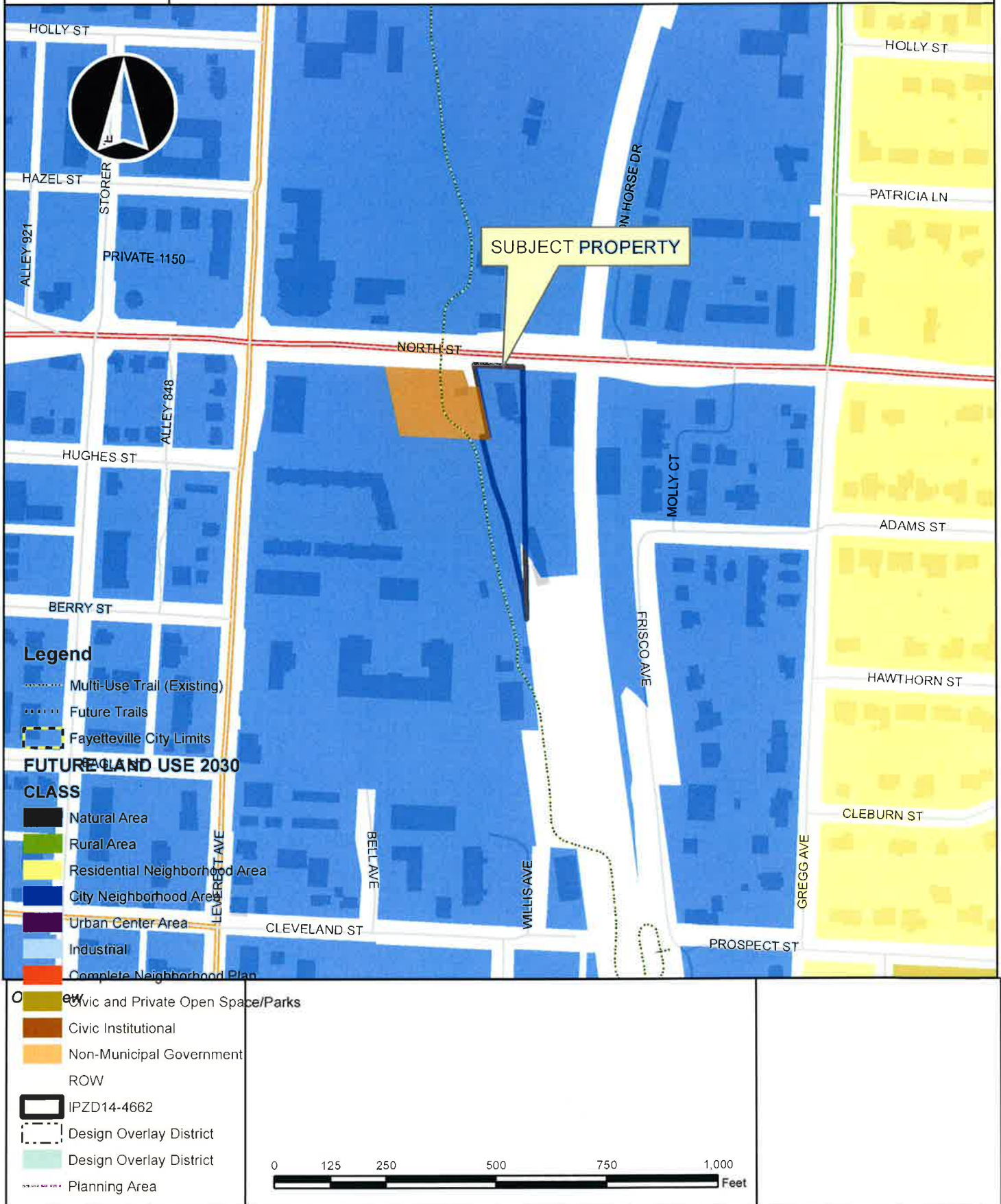
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



IPZD14-4662

701 W. NORTH

Future Land Use



City of Fayetteville Item Review Form

2014-0200

Legistar File Number

May 6 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Don Marr

Submitted By

Utilities Division

Department

Action Required:

An Ordinance to waive competitive bidding and approve a contract for 2014 with the option to renew for 2015 between the City of Fayetteville and Eco Inc., for professional services to provide Annual Monitoring and development of annual maintenance plans for the Woolsey Wetland Prairie and to develop a Wetlands Credits tracking tool to be utilized by the City of Fayetteville for tracking Wetland Credits for City related projects.

Does this item have a cost? ☒ Yes

\$33,000.00

Cost of this request

\$33,000.00

Category or Project Budget

Water/Wastewater

Program or Project Name

5400.5120.5315.00

Account Number

\$0.00

Funds Used to Date

Wastewater Treatment

Program or Project Category

\$0.00

Remaining Balance

Water and Sewer

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

[Signature] 4/22/14

Paul A. Bach 4-22-2014

Don Marr 4/22/14
[Signature]



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council
THRU: Mayor Lioneld Jordan
FROM: Don Marr, Chief of Staff 
DATE: April 22, 2014
SUBJECT: Professional Services Contract

RECOMMENDATION:

Pass an ordinance for a bid waiver and approving a contract with Eco Inc. for professional services for \$33,000.00 to be used specifically for wetlands mitigation site monitoring & management and environmental issues as required by the City of Fayetteville, City Contractors, Corps of Engineers and ADEQ. Attached is a memo that outlines why we ECO Inc. qualifies as a sole source provider for this contract due to the extensive knowledge and work conducted on the Woolsey Wetland Prairie Mitigation Site.

BACKGROUND:

Eco, Inc. developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the WSIP, and was tasked to ensure full compliance with the related regulations and permits. Under their supervision, contractors working for the City completed over \$135 million in work without a single permit violation. ECO Inc. also designed the wetlands mitigation site that was required by the Corps of Engineers, which has a mandated seven year monitoring and reporting period. Funding for these succeeding years comes from the Wastewater Treatment Operations Program.

DISCUSSION:

The contract covers the following work tasks for 2014:

- (1) Annual Ecological Restoration Monitoring of Existing Mitigation Site;
- (2) Annual Adaptive Management Strategy of Existing Mitigation Site;
- (3) Development of Credit Tracking Ledger for Surplus Wetland Credits;
- (4) Provide environmental regulatory and technical information to the City of Fayetteville and City Contractors;

The details of each of these work task are outlined within the proposed contract between the City of Fayetteville and ECO Inc. in Parts A, B, C and Don pages 2 through 5 of the proposed contract.

BUDGET/STAFF IMPACT:

An appropriation of \$33,000.00 is requested to pay for these services. This will be paid for within the cost of water/wastewater treatment operations program.

**RE: BID WAIVER REQUEST-TECHNICAL SERVICES AGREEMENT
WOOLSEY WET PRAIRIE WETLAND MITIGATION BANK**

Environmental Consulting Operations, Inc.

Environmental Permitting and Wetlands Mitigation Bank Approval and
Design Services

BACKGROUND

As a part of the City of Fayetteville's revised Facility Planning for the Wastewater System Improvement Project (WSIP) the technical services of Environmental Consulting Operations, Inc. (ECO, Inc.) have been utilized since the year 2000 to address environmental permitting and compensatory wetland mitigation requirements.

ECO, Inc. initially provided technical support services as a sub-consultant to McGoodwin, Williams and Yates, Inc. under the March 21, 2000 agreement between McGoodwin, Williams and Yates and the City of Fayetteville. The role of ECO, Inc. addressed the entire WSIP as a centralized holistic approach to the complex environmental permitting and compensatory wetlands mitigation under five design consultants firms.

On August 29, 2003, a Bid Waiver was approved for ECO, Inc. to contract directly with the City of Fayetteville for Design Phase and Construction Phase environmental regulatory permitting and compliance consulting services. As the WSIP evolved, ECO, Inc.'s contract was amended seven times, with the last amendment expiring on December 31, 2013. ECO, Inc. has fulfilled the scope of all contract work required and provided all the specified deliverables. ECO, Inc. provided competent and timely services relating to the Facility Planning Phases, Design Phase, Construction Phase, and Post-Construction Phase of the WSIP.

The required compensatory wetland mitigation was of significant relevance to the WSIP. ECO, Inc. was highly involved in the mitigation process throughout all of the aforementioned WSIP phases and provided the following services:

- **Prepared NEPA-Environmental Information Document for WSIP Revolving Loan Fund**
- **Participated in public meetings, environmental exposition, and workshops to inform the public of the expected environmental benefits/effects of proposed WSIP**
- **Obtained all WSIP environmental regulatory permits**
- **Identified environmental features for entire WSIP**
- **Completed wetland delineations/restoration/404 permitting process for 26 wetlands & 86 stream crossings**
- **Characterized mitigation site baseline conditions**

- **Wetland preliminary mitigation planning and conceptual design**
- **Initial 404 permitting, mitigation site selection process, Mitigation Plan development**
- **Designed mitigation site ecological features**
- **Developed mitigation site deed-restrictive covenant**
- **Coordination and processing of required Contingency Plan and Financial Assurances for mitigation site**
- **Developed mitigation site monitoring protocol**
- **Conducted annual mitigation monitoring/submit reports to Corps (2007-2013)**
- **Developed/refined/coordinated annual mitigation site adaptive management (2006-2014)**
- **Developed environmental specifications for Bid Documents for 24 construction contracts**
- **Developed environmental specifications for Bid Documents for wetland mitigation site**
- **Construction Phase Regulatory Compliance Evaluations**
- **Training of 24 Contractors for environmental regulatory compliance**

For nine years, ECO, Inc. has managed ecological restoration activities at the City of Fayetteville's Woolsey Wet Prairie Sanctuary; transforming a severely degraded remnant prairie from 47 plant species to 432 plant species over a nine-year span, with no seeding. Eight of the plant species that re-appeared from the relict seed bank are listed as "species of concern" by Arkansas Department of Natural Heritage.

ECO, Inc. has experience, expertise, and/or a working knowledge of:

- **Adaptive management for the ecological restoration of wetlands and prairies, including prescribed burning, herbicide selection and use, mowing, hydrology controls**
- **Wetland mitigation design and construction**
- **Wetland mitigation site monitoring, including plant species identification and inventories**
- **Development and evaluation of wetland mitigation soils, hydrology, and vegetation performance standards**
- **Development of Wetland Mitigation Plans**
- **Mitigation bank regulations codified at Corps 33 Code of Federal Regulations (CFR) Parts 325 and 332 and the US EPA 40 CFR Part 230**
- **Assessment of Wetland Function and Value using Charleston Method adopted by the Little Rock District Corps of Engineers**
- **Conducting wetland delineations following the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region.**
- **EPA and Corps proposed rule on 03/25/2014 and 03/24/2014, respectively, for clarification of jurisdictional waters of the United States.**

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT FOR 2014 IN THE AMOUNT OF \$33,000.00

WHEREAS, Environmental Consulting Operations, Inc. (ECO) developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the Wastewater System Improvement Project; and

WHEREAS, under the supervision of ECO, contractors working for the City completed over \$135 million in work without a single permit violation; and

WHEREAS, ECO also designed the wetlands mitigation site that was required by the Corps of Engineers.

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 deemed not feasible or practical, and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to execute an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS Agreement, dated April 20, 2014 is made by and between CITY OF FAYETTEVILLE, ARKANSAS, acting by and through its Mayor (hereinafter called CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED (hereinafter called ECO) with offices located in Benton, AR.

WHEREAS, CITY established Woolsey Wet Prairie Sanctuary as part of wetland compensatory mitigation requirements under Section 404 Permit 14207 issued by the U.S. Army Corps of Engineers Little Rock District (Corps). The 41.65-acre mitigation site was constructed to offset the permanent alteration of 7.92 acres of wetlands from construction of the CITY's Wastewater Systems Improvement Project (WSIP). Ecological restoration activities via the use of an adaptive management strategy have restored the site to its original tall grass wetland prairie ecosystem that had been degraded for over a century. Recognizing that the site is a unique ecological and recreational resource, and due to Corps regulatory requirements to manage and maintain the wetland compensatory mitigation in perpetuity, it is the CITY's intent to maintain and monitor ecological adaptive management activities at Woolsey Wet Prairie to assure that the site continues to meet ecological performance standards, hereinafter referred to as PROJECT.

WHEREAS, CITY has requested the scope of ECO's services to include PROJECT ecological monitoring and adaptive management environmental consulting services due to ECO's previous site-specific experience with planning, design, construction, management, monitoring, and regulatory requirements; and

WHEREAS, ECO agrees to provide scope of services described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, CITY and ECO, the parties hereto, stipulate and agree that the Agreement for Environmental Consulting Services is hereby executed in the following particulars:

ECO shall serve as CITY's environmental consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of ECO's services. Applicable services shall be performed under the direction of an environmental professional qualified in the particular field.

1.0 - AUTHORIZATION OF SERVICES

- 1.1 Services on assignment contained herein shall be undertaken upon written authorization of CITY and agreement of ECO.

- 1.2 ECO shall be authorized to perform environmental consulting services in connection with the PROJECT, as hereinafter stated, which shall include normal environmental consulting services incidental thereto.
- 1.3 The environmental consulting services to which this Agreement applies are a part of the PROJECT. ECO shall be authorized to coordinate activities and services with CITY and CITY'S Contractors, and applicable other parties that CITY may contract with for professional services as a part of the PROJECT.
- 1.4 Assignments may include services described hereafter as Basic Services or as Additional Services of ECO.
- 1.5 Changes, modifications or amendments in scope, price, or fees to this Agreement 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.

2.0 - BASIC SERVICES OF ECO

NOW THEREFORE, CITY and ECO agree that ECO shall provide environmental consulting services for City for PROJECT, as follows:

2.1 Part A - Project Administration And Management

a) ECO shall provide the following in association with PROJECT described herein:

- General administration and project management activities;
- Perform project initiation activities;
- Provide environmental regulatory and technical information to CITY and CITY Contractors;
- Meet with CITY and CITY Contractors for information exchange, goal setting, setting timelines, reviewing management strategies and action items;
- Perform ECO's internal project control including budgeting, scheduling, and quality control activities.

b) Part A applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part A services beyond 2014.

2.2 Part B- Annual Ecological Restoration Monitoring of Existing Mitigation Site

a) ECO, Inc. shall conduct qualitative monitoring activities twice annually. The spring monitoring event is typically conducted in June and the fall monitoring event is typically conducted in October or November. The scope shall include maintaining cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled. The total plant species richness is to be observed and documented for

each of the wetland cells, and the total mitigation site plant species richness is to be documented and maintained in a historical comprehensive site plant species list.

- b) The locations of concentrated stands of non-native plant species are to be recorded on maps of each of the wetland cells. The locations of rare Arkansas Natural Heritage Commission tracking plant species are to be recorded on maps of each of the wetland cells.
- c) Subsequent to the fall monitoring event, an annual monitoring report shall be developed that is consistent with historical monitoring, management and reporting activities at the site. The report shall document annual monitoring activities and observations, and shall be developed in a format to be used for site adaptive management purposes. Copies of the annual report are to be provided to CITY and CITY's Contractors associated with management of site.
- d) Part B applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2014.

2.3 Part C - Annual Adaptive Management Strategy of Existing Mitigation Site

- a) ECO's scope shall include continued development and implementation of an annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning. ECO will make several site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control. ECO shall oversee selection, scheduling, and coordination of site adaptive management activities and provide guidance pertaining to site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of site.
- b) ECO will provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of site for the purpose of implementation of site management activities that are compliant with site permanent protection measures and restrictions specified in the CITY's Section 404 permit. ECO shall document and maintain records of adaptive management activities implemented at the site and the date of use.
- c) The plant species community at the existing mitigation site evolves on a seasonal basis throughout the growing season and various non-native invasive plant species may emerge and flourish at various times within the growing season. This may vary significantly from year to year. Consequently, it is necessary to continue to make adjustments to the timing and type of vegetation management to be implemented. In general, the types of vegetation management tools include, but are not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species.

- d) ECO will utilize wetland cell maps showing locations of concentrated stands of non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities.
- e) ECO shall develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species.
 - ECO shall schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native invasive plant species at specific locations and document herbicide effectiveness.
 - ECO shall coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species.
- f) ECO shall develop burn specifications that clearly identify prescribed Burn Contractor responsibilities, as a part of CITY's informal bid process. The burn specifications shall identify:
 - Site preparation prior to commencement of prescribed burn.
 - Notifications prior to commencement of prescribed burn.
 - Burn Contractor responsibilities for implementing measures to keep prescribed fire contained and not escape to non-target areas.
 - Burn Contractor responsibilities for evaluating conditions under which a prescribed burn is to be conducted.
 - Burn Contractor responsibilities for required equipment and trained personnel to conduct the burn.
 - Burn Contractor responsibilities for post-burn "mop up" requirements to assure all embers and sparks are fully extinguished.
 - Burn Contractor responsibilities for conformance with state laws, notifications, and specifications pertaining to the activity.

ECO shall coordinate, schedule, and observe the prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications pertaining to the activity.

- g) Part C applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2014.

2.4 Part D - Development of Credit Tracking Ledger for Surplus Wetland Credits

- a) After several years of monitoring at the mitigation site, ECO observed that the site had achieved a surplus of wetland credits above those required by CITY's Section 404 permit to offset the permanent alteration of wetlands from construction of CITY's WSIP.

In May of 2013, ECO started the process of getting CITY's 404 permit compensatory

mitigation requirements modified to reflect the actual WSIP permanent alterations to wetlands and reduce the number of wetland credits required for compensatory mitigation. ECO met with the Corps to discuss CITY's use of the surplus credits. On September 30, 2013, CITY received correspondence from the Corps stating that the 20.90 surplus wetland credits could be used to mitigate for wetland impacts generated by the City of Fayetteville within the Illinois River watershed, HUC 11110103.

In summary, CITY can use the surplus wetland credits for future CITY infrastructure improvements that involve permanent alterations to wetlands, but cannot sell the surplus credits to outside parties.

It is anticipated that the remaining surplus credits will be used for a multitude of CITY infrastructure projects that will require Corps approval. Consequently, there is a need for CITY to develop a tracking system to maintain an accounting of the use and balance of surplus credits. Formal procedures for development of such a credit accounting system are specified in Title 33 of the Code of Federal Regulations, Part 332.8, as follows:

Accounting procedures must be developed for mitigation banks, and have a provision requiring the sponsor to establish and maintain a ledger to account for all credit transactions. Each time an approved credit transaction occurs, the sponsor must notify the Corps.

The sponsor must compile an annual ledger report showing the beginning and ending balance of available credits and permitted impacts for each resource type, all additions and subtractions of credits, and any other changes in credit availability. The ledger report must be submitted to the Corps as a part of the administrative record for the surplus credits.

b) ECO shall:

- Review applicable 33 CFR Part 332.8 regulations pertaining to wetland credit accounting procedures,
- Develop a draft ledger to include original surplus credits and credit debits from Van Asche Improvements,
- Prepare write up and confer with City regarding surplus credit accounting and reporting procedures,
- Confer with Corps regarding surplus credit accounting and reporting procedures and get concurrence on draft ledger,
- Prepare annual credit balance report for submittal to Corps at end of 2014.

c) Part D applies to May through December 2014. It is unknown at the current time whether or not Part D services will be necessary for January through December 2015. This will be a function of whether or not surplus credit transactions occur during 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2014.

3. - COMPENSATION

3.1 For the Basic Services of ECO described herein, CITY agrees to pay ECO the sum specified below on the Tables 1 and 2 Cost Detail Tables. The total payment shall be a lump sum “not to exceed” amount of **EIGHTY THREE THOUSAND SEVEN HUNDRED AND SIXTY SIX U.S. DOLLARS (\$83,766.00)**.

Table 1 - 2014 Cost Detail

Basic Services of ECO	Fee Estimate
Part A - Project Administration And Management	\$ 950.00
Part B- Annual Ecological Restoration Monitoring	\$18,400.00
Part C - Annual Adaptive Management Strategy	\$10,410.00
Part D - Development of Surplus Wetland Credit Tracking Ledger	\$ 3,240.00
TOTAL	\$33,000.00

Table 1 - 2015 Renewal Option Cost Detail

Basic Services of ECO	Fee Estimate
Part A - Project Administration And Management	\$ 1,723.00
Part B- Annual Ecological Restoration Monitoring	\$20,633.00
Part C - Annual Adaptive Management Strategy	\$28,410.00
Part D - Development of Surplus Wetland Credit Tracking Ledger	unknown
TOTAL	\$50,766.00

3.2 Fees will be charged on a labor and expenses basis that may not involve any specific allocation to any given Part.

3.3 Agreement will automatically renew for additional 1-year terms upon mutual agreement by both CITY and ECO. CITY may consider annual adjustment of prices and fees limited to an annual adjustment of prices and fees for the remaining terms. Such adjustment must be requested in writing, not less than sixty (60) days prior to the end of the current term. Contract renewals are subject to budget availability.

3.4 For the Scope of Services during the PROJECT described herein, CITY shall pay ECO the sum of the following:

- For time expended by personnel, payment at the ECO standard hourly rates. Such rates include overhead and profit and maybe revised annually.
- For outside expenses incurred by ECO, such as authorized travel and subsistence, including food, lodging, commercial services, and incidental expenses, the cost to ECO plus 10% administrative and processing fee.

3.5 Monthly statements for each calendar month shall be submitted to CITY consistent with ECO's normal billing schedule. Statements for each calendar month will be submitted in electronic format simultaneously to CITY, followed by signed original document to CITY via US Postal Service. If any portion of ECO's statement is disputed by CITY,

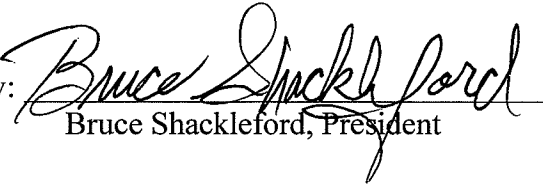
the undisputed portion shall be paid by CITY by the due date. CITY shall advise ECO in writing of the basis for any disputed portion of any statement.

4. - GENERAL CONSIDERATIONS

- 4.1 During the course of performance of Professional Services described herein, ECO shall maintain (in United States Dollars) the minimum insurance coverage indicated in attached insurance certificate.
- 4.2 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should ECO establish and CITY agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed. 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.
- 4.3 If authorized in writing by CITY Mayor and the City Council and agreed to in writing by ECO, ECO shall furnish or obtain from others Additional Services upon request that are not considered normal or customary Basic Services.
- 4.4 This Agreement constitutes the entire agreement between CITY and ECO and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. This Agreement shall not be modified except in writing signed by and duly authorized representative of the CITY and ECO.
- 4.5 ECO has no control of any regulatory control authority's subjectiveness in regulatory interpretations, the dynamics of environmental regulations, nor the retroactiveness thereof. Additionally, ECO has no control over any actions taken by CITY Contractor's and is therefore not responsible for maintaining compliance with terms and conditions of any environmental regulatory requirement. Observations and recommendations made by ECO in no way guarantees or warranties compliance with environmental regulatory requirements.
- 4.6 Documents, drawings, and specifications prepared by ECO as part of the Scope of Services shall become the property of CITY when ECO has been compensated for all Services rendered, however, ECO shall have the unrestricted right to their use. ECO shall 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 Scope of Services by ECO shall remain the property of ECO.

The CITY and ECO intending to be legally bound, indicate their approval of this Agreement by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

By: 
Bruce Shackleford, President

Date: April 20, 2014

CITY OF FAYETTEVILLE

By: _____
Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

Date: _____

End of April 20, 2014 Agreement for Environmental Consulting Services



CERTIFICATE OF LIABILITY INSURANCE

C. 7
Environmental Consulting Operations, Inc.
DATE (MM/DD/YYYY) of 14
6/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049		CONTACT NAME: Jayme Stallmann PHONE (A/C No. Ext.): (501) 778-9162 FAX (A/C No.): (501) 778-0533 E-MAIL ADDRESS: jstallmann@thomasins.net																			
INSURED Environmental Consulting Operations, Inc. 17724 Interstate 30 Suite 5A Benton AR 72019		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A</td><td>Peerless Indemnity Ind. Co</td><td>18333</td></tr><tr><td>INSURER B</td><td>Cameron Insurance Company</td><td>15725</td></tr><tr><td>INSURER C</td><td>America First Insurance</td><td>12696</td></tr><tr><td>INSURER D</td><td>The Netherlands Ins. Co.</td><td></td></tr><tr><td>INSURER E</td><td>Westchester Fire</td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></table>		INSURER A	Peerless Indemnity Ind. Co	18333	INSURER B	Cameron Insurance Company	15725	INSURER C	America First Insurance	12696	INSURER D	The Netherlands Ins. Co.		INSURER E	Westchester Fire		INSURER F		
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INSURER D	The Netherlands Ins. Co.																				
INSURER E	Westchester Fire																				
INSURER F																					

COVERAGES

CERTIFICATE NUMBER: 13/14 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BOP8777430	5/10/2013	5/10/2014	EACH OCCURRENCE	\$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
B	AUTOMOBILE LIABILITY			CA800150P	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR		CU8774331	5/10/2013	5/10/2014	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED ☒ RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8777830	5/10/2013	5/10/2014	WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liability			G24136735002	5/10/2013	5/10/2014	Contractors Pollu Liab Agg	2,000,000
							Contractors Pollu Liab Occur	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bill McKee/JAYME

ACORD 25 (2010/05)

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INS025 (201005) 01

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City of Fayetteville Item Review Form

2014-0197

Legistar File Number

5/6/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Don Marr

Submitted By

Utilities

Department

Action Required:

Approval of Contract Amendment No. 5 with CH2MHILL Engineers, Inc. for \$80,632 to add utility engineering services for 2014.

Does this item have a cost? ☒ Yes

\$80,632.00

Cost of this request

5400.4020.5314.02

Account Number

48048.4020

Project Number

\$7,441,518.00

Category or Project Budget

\$7,441,518.00

Funds Used to Date

-\$80,632.00

Remaining Balance

Wastewater Treatment

Program or Project Name

Wastewater Treatment

Program or Project Category

Water/Sewer

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☒ Yes

V20130812

Previous Ordinance or Resolution #

240-13

Original Contract Number:

2113

Comments:

K. Marr 4-22-14

Paul A. Butler 4-22-2014

Don Marr 4-22-14
Donnell Jordan



Received in Mayor's office
4-22-14 BCP
Pam



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Billy Ammons, Wastewater Treatment 

DATE: April 18, 2014

SUBJECT: Contract Amendment # 5 with CH2M HILL Engineers, Inc. to add Utility Engineering Services for June through December 2014 to their existing contract for operation, maintenance, management and engineering services, increasing the total contract value by \$80,632 for 2014 from \$7,441,428 to \$7,522,060.

RECOMMENDATION:

City Administration recommends approval of Contract Amendment # 5 with CH2M HILL Engineers, Inc. to add Utility Engineering Services for June through December 2014 to their existing contract for operation, maintenance, management and engineering services, increasing the total contract value by \$80,632 for 2014 from \$7,441,428 to \$7,522,060.

BACKGROUND:

Amendment # 5 with CH2M HILL Engineers, Inc. for \$7,522,060 for 2014 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems is attached. When the original Noland WWTP upgrade was completed in 1987, the City contracted with OMI (now CH2M HILL) for wastewater treatment services. The scope of services provided by CH2M HILL include: (1) operate and maintain the Noland and West Side Wastewater Treatment Plants (WWTP); (2) operate and/or maintain 43 wastewater pump station sites; (3) administer the City's NPDES discharge, air, stormwater, and other permits; (4) manage the City's biosolids disposal program; (5) manage the City's industrial pretreatment program; (6) support the SCADA (supervisory control and data acquisition system) network that monitors water and wastewater facilities; (7) pursue operation economies, efficiencies, and permit compliance; and (8) participate in the construction and post-construction work of the Wastewater System Improvement Project (WSIP). In late 2009, the City underwent a rigorous selection process with three competitive proposals. The selection committee selected CH2M HILL for a five year contract, which expires December 31, 2014. Contract amendment # 5 updates the scope of services from the 2014 contract amendment, by increasing the overall scope of the contract to cover utility engineering services. To encourage cost saving operations, the contract contains an incentive provision whereby budget savings are distributed 87.5% to the City and 12.5% to CH2M HILL. Contract amendment # 5 reflects an \$80,632 cost increase from the previously approved 2014 amendment, primarily due to increased labor costs associated with the increase in engineering services. Highlights of changes are below:

- 1) Utility engineering services including design and development of specifications for the proposed new ozone disinfection system for the Noland WWTF.

DISCUSSION:

The recent departure of the City's Utility Engineer, coupled with the departure of the City's Utility Director, has helped to bring into focus the breadth and depth of support that the engineering position has delivered to the overall Water and Wastewater Utility. It has become obvious that the Utility Engineer position is critical to successful utility operations and long term planning and maintaining qualified services from that position is clearly in the best interest of the citizens of Fayetteville. Staff has come to the conclusion that having these services supported by the resources available to CH2M HILL will stabilize the delivery of those services. The contract between the City and CH2M HILL has included the option for engineering services since 2009. The engineering services provided under that contract to date, however, have largely been incidental to the operation and maintenance of the facilities for which CH2M HILL has been responsible. With the elevated level of support anticipated by Amendment # 5, CH2M HILL will place an engineer here at this project location, and will also support that engineer with administrative services from within the existing project staff as well as provide supplemental support from other CH2M HILL locations on an as-needed basis. While the overall number of hours worked in providing these services is not expected to substantially exceed the equivalent of one full time person, which was the previous level of support provided to the overall Utility, it is expected that the combination of these resources will provide a more robust level of support than any one individual could. The Utility will of course still contract for the services of other local and national consulting firms to provide the detailed engineering required for many of the highly complex tasks faced by the Utility, as has been the practice for many years. The Utility Engineer provided by CH2M HILL will continue to facilitate the development and implementation of those contracts as well as interface with many other groups and individuals within the City organization on behalf of the Utility.

BUDGET/STAFF IMPACT:

Funds are available within the overall Utility budget.

Attachments:

Budget Adjustment Form
Signed Contract Amendment

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar Version)

C. 8
CH2M Hill Engineers, Inc.
Amendment No. 5
Page 4 of 12

Budget Year 2014	Division: Wastewater Treatment Plant Dept.: Utilities Requestor: Cheryl Partain	Adjustment Number
----------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A BA is needed in the CH2MHILL Engineers, Inc. project for additional operations, maintenance, management, and engineering services for \$80,632.00. The increase is to add additional management costs and utility engineering services through December 2014 to their existing contract.

COUNCIL DATE:	5/6/2014
LEGISTAR FILE ID#:	2014-0197
BUDGET & INFORMATION MANAGEMENT USE	
Kevin Springer	
4/23/2014 11:00 AM	
Budget Director	Date
TYPE:	
DESCRIPTION:	
GLDATE:	
POSTED:	/

RESOLUTION/ORDINANCE

v.20140331

V.20140331

TOTAL		-					
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
5400.4020.5314.02	80,632		48048	4020	EX	Engineering Services	
5400.4020.5314.02	(2,500)				EX	Engineering Services	
5400.5120.5328.01	(6,566)				EX	Direct Purchases	
5400.4020.5100.00	(52,243)				EX	Salaries & Wages	
5400.4020.5105.00	(4,294)				EX	FICA Taxes	
5400.4020.5108.00	(6,657)				EX	Health Insurance	
5400.4020.5109.06	(8,372)				EX	Retirement Savings Plan	

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND CH2M HILL ENGINEERS, INC. TO INCREASE THE CONTRACT IN THE AMOUNT OF \$80,632.00 AND APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City Administration desires to add Utility Engineering Services to the contract with CH2M Hill Engineers because of the departure of Shannon Jones who had previously provided such services for the City; and

WHEREAS, in order for CH2M Hill Engineers to provide these Utility Engineering Services from June through December 2014, the company and City Administration have agreed to a cost increase of \$80,632.00.

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 approves Amendment No. 5 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc. to increase the contract in the amount of \$80,632.00 and authorizes Mayor Jordan to sign this Agreement.

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", in the total amount of \$80,632.00 for Utility Engineering Services from June through December 2014.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AMENDMENT NO. 5 TO AGREEMENT
For
OPERATIONS, MAINTENANCE, AND MANGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
AND CH2M HILL ENGINEERS, INC.

THIS AMENDMENT NO. 5 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, and CH2M HILL Engineers, Inc. to operate the City's Wastewater Treatment Facilities and other related systems dated December 15, 2009, (the "Agreement"), is made effective on the 6th day of May, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor and CH2M HILL Engineers, Inc., (hereinafter "CH2M HILL")

NOW THEREFORE, the City of Fayetteville and CH2M HILL hereby amend the Agreement as follows:

1. The current Appendix C is deleted in its entirety and replaced with the amended Appendix C attached hereto.
2. The current Appendix D is deleted in its entirety and replaced with the amended Appendix D attached hereto.

This Amendment No. 5 (together with the current, as amended Agreement) constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated otherwise, all other terms and condition of the Agreement and all earlier Amendments thereto shall remain in full force and effect. Neither this Amendment nor the Agreement may be further modified except in writing signed by an authorized representative of the Parties.

IN FULL AGREEMENT WITH AMENDMENT NO. 5 stated above, authorized representatives or officers of the parties sign below to memorialize their consent and agreement.

CH2M HILL ENGINEERS, INC.

CITY OF FAYETTEVILLE

By: _____

APPROVED:

Title: _____

By: _____

Lioneld Jordan, Mayor

Date: _____

Date: _____

ATTEST:

By: _____

Sondra E. Smith, City Clerk/Treasurer

Appendix C

SCOPE OF SERVICES

C.1 SCOPE OF SERVICES – CH2M HILL

- C.1.1 Perform professional services in connection with the Project as hereinafter stated.
- C.1.2 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full service contract operations and maintenance. Operations may be performed with on site staff and/or remote monitoring/on-call services for all or portions of this time.
- C.1.3 Within the design capacity and capability of the Project, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements specified in Appendix F.
- C.1.4 Operate and maintain the present Industrial Pretreatment Program including all monitoring, inspections, sampling, testing, reporting, and record keeping as described in Appendix G. Results of all industrial sampling and testing shall be made available to City of Fayetteville as requested.
- C.1.5 Provide all Maintenance for the Project. Document as required to continue existing maintenance program and to provide City of Fayetteville requested reporting, including but not limited to updated preventative maintenance schedules. City of Fayetteville shall have full access to preventative maintenance records.
- C.1.6 Pay all costs incurred within the scope of normal Project operations as defined in this Agreement.
- C.1.7 Staff the Project with a minimum of three (3) Arkansas Class IV Wastewater licensed operators.
- C.1.8 Prepare all NPDES permit reports, letters, or other correspondence, and submit these to City of Fayetteville for signature and approval. Transmittal to appropriate agencies shall be done by CH2M HILL, except for electronic reporting via NETDMR. Any fines levied because of late reports as a result of CH2M HILL's failure to complete and allow sufficient time for City of Fayetteville's signature and transmittal shall be paid by CH2M HILL. Submittal to the City of Fayetteville by the 15th of the month following the reporting period shall be considered timely.
- C.1.9 Provide for proper disposal of screening, scum, grit, and biosolids in compliance with permit and regulatory requirements, as long as a suitable location for such disposal is reasonably available. Should regulations and/or disposal/application options significantly change, projected costs will be revised by mutual agreement.
- C.1.10 Provide all manufacturers' warranties on new equipment purchased by the City of Fayetteville and assist the City of Fayetteville in enforcing existing equipment warranties and guarantees.
- C.1.11 Be responsible for all laboratory testing and sampling presently required by the NPDES permits, stormwater permits, "no discharge" permits, and other related requirements.
- C.1.12 Provide an inventory of vehicles and equipment (rolling stock) that are being used at the Project at the beginning of each contract year.
- C.1.13 Provide twenty four (24) hour per day access to Project for City of Fayetteville's personnel. Visits may be made at any time by any of City of Fayetteville's employees so designated by City of

Fayetteville's representative. Keys for Project shall be provided to City of Fayetteville by CH2M HILL. All visitors to the Project shall comply with CH2M HILL's operating and safety procedures.

- C.1.14 Provide for the maintenance of existing City of Fayetteville rolling stock such as dump trucks, tractors, and trailers that are necessary for the operations and maintenance of the facilities.
- C.1.15 Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, and energy management. Continue the current project safety program with updates as necessary.
- C.1.16 Provide computerized maintenance, process control, and laboratory management systems.
- C.1.17 Comply with the requirements of City of Fayetteville regarding affirmative action provisions for minority hiring.
- C.1.18 Provide City of Fayetteville with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by City of Fayetteville and assist City of Fayetteville in preparation of annual operating budgets. City of Fayetteville shall be allowed to conduct or have conducted audits of all accounting records related to the direct contract operations of this Agreement at times to be determined by City of Fayetteville.
- C.1.19 Provide City of Fayetteville with full documentation that preventative maintenance is being performed on all City of Fayetteville equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by City of Fayetteville. Maintenance program shall include documentation of corrective and preventive maintenance and a spare parts inventory.
- C.1.20 Provide for repairs as described in the Appendix B.11.
- C.1.21 Maintain the SCADA system as described in Appendix E, to include ongoing updates and upgrades of the software and hardware to ensure operational continuity and in accordance with initiatives as agreed upon by the City of Fayetteville and CH2M HILL.
- C.1.22 Verify the capacity and efficiency of each sewer lift station once a year.
- C.1.23 Provide recommendations for Capital Improvements Program (CIP) with a schedule for improvements and expenditures as requested by the City of Fayetteville. A five (5) year schedule will be presented for all capital improvements and ten (10) year projections will be made for major improvements. These recommendations will be based on requirements determined from facility operations and do not include detailed engineering studies. In addition, CH2M HILL will prepare the required forms and documentation required during budget and capital improvements budget preparation time each year. Except for the improvements requiring an engineering study, the following will be included for each project:
 - Improvement needed
 - Justification of improvements
 - Cost of improvements
 - Any projected increase or decrease in O&M costs created by the CIP
 - Proposed expenditure schedule
 - Proposed capital recovery schedule
 - Impact of early termination

- C.1.24 Perform other services that are related to but not part of the Scope of Services upon written notification by City of Fayetteville. Such services will be invoiced to City of Fayetteville at CH2M HILL's cost plus eighteen percent (18%).
- C.1.25 At the direction of the City of Fayetteville, CH2M HILL is authorized to act in emergency situations outside this Scope of Services, at CH2M HILL's discretion. The costs related to emergency services are not included in the compensation set forth in this Agreement. CH2M HILL will notify City of Fayetteville as soon as reasonably possible, and shall be compensated by City of Fayetteville for any such emergency work at CH2M HILL's costs for the emergency work plus twenty-two percent (22%).
- C.1.26 Provide City of Fayetteville with oral and written reports as requested.
- C.1.27 Operate and maintain all existing wastewater lift station facilities including buildings, grounds, backup power generators, and certain other appurtenances within the site fenced area. However, maintenance of inlet and outlet pipeworks shall terminate at the wall of lift station. Should the City of Fayetteville add in excess of three (3) additional lift stations, from the prior contract year's number of sites, a corresponding change of scope will be negotiated.
- C.1.28 Conduct annual electrical evaluations of electrical units of 25 horsepower or more which operate at supply voltages of 480V or less to ground.
- C.1.29 CH2M HILL will comply with present federal, state, and local laws in performing their obligations under the terms of this Agreement. CH2M HILL and City of Fayetteville will work cooperatively regarding the application and impact of potential changes in law, including the potential cost impact on the scope of work, and mutually revise this Agreement as applicable.
- C.1.30 Coordinate and schedule the use of training rooms at both wastewater treatment facilities.
- C.1.31 Conduct community outreach and education activities including cooperative efforts with the University of Arkansas as appropriate.
- C.1.32 Maintain compliance with other existing environmental permits as described in Appendix F.
- C.1.33 Maintain the industrial surcharge program and provide for monitoring and control of septage deliveries, as provided for in the City of Fayetteville's Code of Ordinances, Discharge and Pretreatment Regulations.
- C.1.34 The parties contemplate that minor design/engineering services may be provided by CH2M HILL from time to time. The scope and compensation for such services shall be mutually negotiated by the parties prior to the commencement of work.
- C.1.35 Operate and maintain the ongoing nutrient removal efforts at the City of Fayetteville's Biosolids Management Site, including managing harvesting and marketing the hay produced on the site. Biosolids Management Site maintenance shall also include compliance with the current "no discharge" permit.
- C.1.36 Operate and maintain existing onsite power generators at all existing sites, including maintaining compliance with off-peak power rate structure monitoring and generation requirements.
- C.1.37 Operate and maintain the biosolids drying operation, which includes 6 solar houses and a thermal biosolids dryer.

- C.1.38 Coordinate the marketing and/or disposal of the dried biosolids produced from the drying operations as appropriate.
- C.1.39 Coordinate the application of alum sludge from Beaver Water District and invoicing for the services as appropriate.
- C.1.40 Check the condition of and replace the odor canisters that are part of the air release valves in the collection system, as needed. The mechanical condition of these valves will be maintained by the Fayetteville Water and Sewer Division.
- C.1.41 Provide site monitoring activities as directed for Woolsey Wet Prairie to assure that the site continues to meet ecological performance standards.
- C.1.42 Provide maintenance to the White River streambank restoration site near the Biosolids Management Site, as contract budget allows.
- C.1.43 Provide civil engineering and other engineering and project coordination related services in support of the City's Utility Department equivalent to at least one full-time employee.

C.2 SCOPE OF SERVICES – CITY OF FAYETTEVILLE

- C.2.1 Provide for all Capital Expenditures except for the Projects that City of Fayetteville may authorize CH2M HILL to implement subject to mutually agreeable terms and conditions of repayment.
- C.2.2 Maintain all existing and necessary Project warranties, guarantees, easements, permits, and licenses that have been granted to City of Fayetteville with the provision that CH2M HILL remains primarily responsible to ensure that the wastewater plants are efficiently, properly and professionally operated so that they will not suffer a loss of permits or licenses.
- C.2.3 Pay all property or other taxes or franchise fees associated with the Project. This excludes taxes to be borne by CH2M HILL for equipment owned by CH2M HILL.
- C.2.4 May provide CH2M HILL within a reasonable time after request any piece of City of Fayetteville's heavy equipment, subject to availability, so that CH2M HILL may fulfill its obligations under this Agreement in the most cost-effective manner.
- C.2.5 Provide all licenses for vehicles used in connection with the Project.
- C.2.6 Provide for CH2M HILL's use all vehicles and equipment presently in use at the Project, including the vehicles described in Appendix H.
- C.2.7 Pay for all wastewater lift station utilities, with the exception of electricity.
- C.2.8 Pay for all gasoline, diesel, and propane for backup power generators and all rolling stock provided by City of Fayetteville, except for the biosolids semi-tractors.
- C.2.9 Pay for all regulatory fees.

Appendix D

COMPENSATION FOR SERVICES

- 4.1 CH2M HILL estimates that Base Fee for services, on an annual basis, under this Agreement for 2014 shall be Seven Million Five Hundred Twenty Two Thousand Sixty Dollars (**\$7,522,060**). Details of said costs are shown in D.4.5 below. Thereafter, the Base Fee shall be negotiated each year. Should City of Fayetteville and CH2M HILL fail to agree, the Base Fee will be determined by the application of the Base Fee adjustment formula shown in Appendix I. Upon each contract year renegotiation, CH2M HILL shall continue to invoice City of Fayetteville at the previous amount until the new contract year price is agreed upon. Upon written notice, agreement between the parties as to the new contract year Base Fee, CH2M HILL shall issue an invoice retroactively adjusting the previous Base Fee amount. Should the actual expenditures exceed the total estimated annual expenditures by more than Twenty Thousand Dollars (\$20,000), in any year of this Agreement, specific approval will be obtained from the City of Fayetteville prior to CH2M HILL incurring additional costs.
- 4.2 An administrative fee of fifteen percent (15%) will be added to personnel services and ten percent (10%) to all other direct costs excluding electricity. An annual fixed management fee of One Hundred Thirty Thousand Three Hundred Fifty Eight Dollars (**\$130,358**) shall be billed in equal monthly installments. Thereafter, this amount shall be adjusted annually in relation to the Base Fee.
- 4.3 In order to provide an incentive for CH2M HILL to operate in a manner that will result in actual costs below estimated cost, City of Fayetteville will pay CH2M HILL an additional fee when actual costs are below estimated cost. Said fee will be twelve and one half percent (12.5%) of the amount of actual cost are below estimated cost.
- 4.4 For occasions when the City equipment may be used for purposes outside the scope of this contract and not for the benefit of the City, CH2M HILL agrees to reimburse the City of Fayetteville for equipment usage. The rate of reimbursement is calculated as equipment capital cost per hour use plus five percent (5%). The City of Fayetteville agrees to provide certificates of insurance evidencing proof of insurance for any equipment or vehicles used by CH2M HILL.
- 4.5 **Cost Detail** - The annualized estimated costs for calendar year 2014 are listed in Table D-1.

2014 Fayetteville Cost Centers

Table D-1 Cost Detail

	WWTP Administration & SCADA Program & Lake Sequoyah Dredging	WWTP East Side Operations Program	WWTP West Side Operations Program	WWTP Lab & IPP Program	WWTP Lift Station Maintenance Program	Totals
Direct Labor	684,347	1,265,329	332,083	288,027	132,075	2,701,861
Labor Markup, 15%	102,652	189,799	49,813	43,204	19,811	405,279
Direct Expense	714,848	1,509,437	310,876	132,442	254,357	2,921,960
Expense Markup, 10%	71,484	150,943	31,087	13,244	25,435	292,193
Electricity	-	465,041	334,316	-	271,052	1,070,409
Fixed Fee	130,358	-	-	-	-	130,358
Totals	1,703,689	3,580,549	1,058,175	476,917	702,730	7,522,060

City of Fayetteville Item Review Form

2014-0198

Registrar File Number

5/6/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Don Marr

Submitted By

Utilities

Department

Action Required:

Approval to exercise the City's option to accept the first of two available five-year contract extensions for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems.

Does this item have a cost? ☐ No

\$0.00

Cost of this request

0

Account Number

N/A

Project Number

\$0.00

Category or Project Budget

\$0.00

Funds Used to Date

\$0.00

Remaining Balance

Wastewater Treatment

Program or Project Name

Wastewater Treatment

Program or Project Category

Water/Sewer

Fund Name

Budgeted Item? ☐ Yes

Budget Adjustment Attached? ☐ No

V20130812

Previous Ordinance or Resolution #

240-13

Original Contract Number:

2113

Comments:

[Signature] 4-22-14

Paul A. Beale 4-22-2014

Don Marr 4-22-14

[Signature]





CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Billy Ammons, Wastewater Treatment 

DATE: April 18, 2014

SUBJECT: An Agreement exercising the City's option to accept the first of two available five-year contract extensions beginning January 1, 2015 and ending December 31, 2019.

RECOMMENDATION:

City Administration recommends approval of Contract Amendment # 6 with CH2M HILL Engineers, Inc. to exercise the City's option to accept the first of two available five-year contract extensions beginning January 1, 2015 and ending December 31, 2019.

BACKGROUND:

Amendment # 6 with CH2M HILL Engineers, Inc. for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems is attached. When the original Noland WWTP upgrade was completed in 1987, the City contracted with OMI (now CH2M HILL) for wastewater treatment services. The scope of services provided by CH2M HILL include: (1) operate and maintain the Noland and West Side Wastewater Treatment Plants (WWTP); (2) operate and/or maintain 43 wastewater pump station sites; (3) administer the City's NPDES discharge, air, stormwater, and other permits; (4) manage the City's biosolids disposal program; (5) manage the City's industrial pretreatment program; (6) support the SCADA (supervisory control and data acquisition system) network that monitors water and wastewater facilities; (7) pursue operation economies, efficiencies, and permit compliance; and (8) participate in the construction and post-construction work of the Wastewater System Improvement Project (WSIP). In late 2009, the City underwent a rigorous selection process with three competitive proposals. The selection committee selected CH2M HILL for a five year contract, which expires December 31, 2014. Contract amendment # 6 exercises the first of two available five-year extensions of the overall contract beginning January 1, 2015.

DISCUSSION:

The recent departure of the City's Utility Engineer, coupled with the departure of the City's Utility Director, has helped to bring into focus the breadth and depth of support that the engineering position has delivered to the overall Water and Wastewater Utility. It has become obvious that the Utility Engineer position is critical to successful utility operations and long term planning and maintaining qualified services from that position is clearly in the best interest of the citizens of Fayetteville. Staff has come to the conclusion that having these services supported by the resources available to CH2M HILL will stabilize the delivery of those services. The contract

between the City and CH2M HILL has included the option for engineering services since 2009. The engineering services provided under that contract to date, however, have largely been incidental to the operation and maintenance of the facilities for which CH2M HILL has been responsible. With this elevated level of support, CH2M HILL will place an engineer here at this project location, and will also support that engineer with administrative services from within the existing project staff as well as provide supplemental support from other CH2M HILL locations on an as-needed basis. While the overall number of hours worked in providing these services is not expected to substantially exceed the equivalent of one full time person, which was the previous level of support provided to the overall Utility, it is expected that the combination of these resources will provide a more robust level of support than any one individual could. The Utility will of course still contract for the services of other local and national consultant firms to provide the detailed engineering required for many of the highly complex tasks faced by the Utility, as has been the practice for many years. The Utility Engineer provided by CH2M HILL will continue to facilitate the development and implementation of those contracts as well as interface with many other groups and individuals within the City organization on behalf of the Utility. This amendment formalizes the City's intent to continue contracting for the full scope of services into the next five years, thus allowing CH2M HILL to place the engineer permanently on site as described above.

BUDGET/STAFF IMPACT:

Funds are available within the overall Utility budget.

Attachments:

Signed Contract Amendment



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff

FROM: **Kit Williams**, City Attorney

DATE: **April 18, 2014**

RE: **Five year option to renew Agreement for Operations, Maintenance and Management Services of the City's Wastewater Plants and Pump Stations with CH2M Hill Engineers, Inc.**

Both CH2M Hill Engineers, Inc. and the City Administration desire to exercise our five year option to renew the Agreement for Operations, Maintenance, and Management Services between the City of Fayetteville and CH2M Hill Engineers, Inc. as authorized in § 7.1 of the Agreement.

"7.1 The initial term of this Agreement shall be five (5) years commencing on January 1, 2010 and ending on December 31, 2014, followed by two (2) successive five (5) year options, each option renewable at the mutual agreement of the City of Fayetteville and CH2M HILL. Each option can be made effective by written agreement of the parties ninety (90) calendar days prior to the expiration of the previous contract period. All contract periods and renewals are subject to and contingent upon yearly budget approval by the City of Fayetteville."

This is by far the largest contract for operations in the City which is likely to cost about **\$7,796,000.00** for 2015. As you see from the quoted language, this Agreement is always “contingent upon yearly budget approval....”

Attached are copies of Resolution No. 256-09 which approved the original Agreement as well as a memo from my office dated November 23, 2009, discussing the History of Sewer Plant Operations by CH2M HILL or OMI and my concerns about Section 6.4 of the Agreement) an indemnity provision).

RESOLUTION NO. 256-09

A RESOLUTION TO APPROVE AN AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES OF THE CITY'S WASTEWATER PLANTS AND PUMP STATIONS WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$6,858,886.00 PLUS A CONTINGENCY OF \$75,000.00 FOR SERVICES IN 2010

WHEREAS, CH2M Hill Engineers, Inc. was selected by a City Selection Committee as the best applicant to operate our sewer plants and lift stations; and

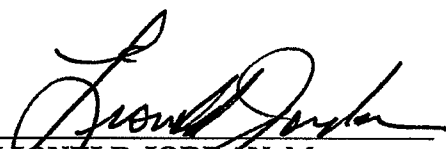
WHEREAS, the City Administration and CH2M Hill Engineers, inc. have negotiated a proposed five year contract "subject to and contingent upon yearly budget approval by the City of Fayetteville," with two successive five year options to renew.

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 approves the attached Agreement with CH2M Hill Engineers, Inc. in the amount of \$6,858.886.00 plus a contingency of \$75,000.00 for operations, maintenance and management services of the City's wastewater plants and pump stations in 2010.

PASSED and APPROVED this 15th day of December, 2009.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer





TO: **Lioneld Jordan**, Mayor
City Council
Don Marr, Chief of Staff

CC: **David Jurgens**, Utilities Department Director

FROM: **Kit Williams**, City Attorney

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

DATE: **November 23, 2009**

RE: **15 Year Contract with CH2M Hill Engineers, Inc.**

HISTORY OF SEWER PLANT OPERATION BY CH2M HILL OR OMI

The City of Fayetteville has contracted with CH2M Hill Engineers, Inc. since at least 1983 when it assisted in the construction of the Noland sewer plant. That initial agreement contained joint indemnity provisions with the statement that "this provision shall not constitute a waiver of Owner's (Fayetteville's) statutory tort immunity." CH2M Hill (through OMI) began operating Fayetteville's sewer plant by an agreement dated February 27, 1984.

Fayetteville specifically agreed to an assignment of its contract for operating the sewer plant from CH2M Hill to OMI on January 16, 1990. On August 16, 1994, the City of Fayetteville and OMI agreed to a five year contract to operate the sewer plant, plus two five year extensions at the option of the City. This contract included indemnity language for OMI to pay and indemnify the City for damages, injury or loss from its "negligent operations or intentional acts." There was no directly corresponding indemnity provision required of the City. However, the City did agree to indemnify OMI for release of hazardous substances unless caused by OMI's negligence. There was a "no waiver of statutory immunity" paragraph.

On October 5, 1999, the City renewed the operations contract for its first five year renewal period by Resolution No. 128-99. There was apparently no change in the contract's terms other than dates and increasing fees.

On May 20, 2003, the OMI contract was renewed (a year early) by Resolution No. 76-03 until December 31, 2008, with no change or reference to original terms except for fees and dates.

On December 6, 2007, the Contract was renewed again to its original end date of December 31, 2009, by Resolution No. 209-07. No reference or change was made except to fees, end dates and appendices. The final authorized year and amendment to the 1994 contract (fees and dates only) was made on December 16, 2008, pursuant to Resolution No. 250-08.

PROPOSED CONTRACT

I suggested numerous changes in this 26 page contract primarily in the areas of what the City of Fayetteville would be required to do (beyond just paying CH2M Hill to operate our plants and pump stations) and indemnity/insurance provisions. CH2M Hill agreed to virtually all my proposed changes for the duties to be imposed upon the City. We have also removed an indemnity provision which had not been required in our earlier contracts.

I do want to call your attention to Section 6.4 which is an indemnity provision concerning the release of hazardous substances. I do not like any provision requiring the City to indemnify a contractor, but this one has been in place in our contracts with CH2M Hill Engineers for decades. I rewrote this indemnity provision slightly to place the burden on CH2M Hill to prove that any such hazardous discharge was not the result of their own negligence before the City would have to indemnify them. This is an improvement even though you know I have opposed virtually every indemnity provision contractors try to force upon us.

Because of CH2M Hill Engineers and OMI's long history of proven efficiency, expertise and safety when operating our sewer plants, I can recommend this proposed contract even with the modified indemnity provision. If the City insisted on eliminating this indemnity provision (which is more favorable to the City then the one used for the last two decades), CH2M Hill might reasonably believe it would need to purchase insurance to cover such a risk which would likely result in a higher cost to operate our sewer plants. Thus, the City could force elimination of the limited indemnity provision, but the City would likely have to pay an increased amount to

CH2M Hill to offset its increased insurance costs. I believe the City Administration recommends that the very slight risk (but potentially high possible claim) caused by the indemnity provision should be accepted (as it has for two decades) rather than renegotiating this contract at a probably higher cost to our ratepayer.

I also do not like arbitration requirements in contracts as I prefer the option of litigation if we cannot agree with a contractor about the terms or conditions of the agreement. Section 9.4 does require arbitration in some cases and is the same provision as agreed to in 1994. Because it continues a previously agreed to contract provision, I will not object to its inclusion in the new contract.

CONCLUSION

I want to thank Utilities Director David Jurgens and Billy Ammons of CH2M Hill/OMI for working with me to resolve almost all of my concerns with this contract. I believe this contract is an improvement over the fifteen year contract that is now ending.

CH2M Hill/OMI has proven its expertise by successfully operating the Noland Plant at full capacity with no significant problems for several years until the West Side Plant could be finished. With our stringent discharge permit requirements, I am, as City Attorney, concerned that our legal risks from Wastewater plant operations need the most capable and experienced team possible to avoid permit violations. I am confident that CH2M Hill Engineers, Inc. has the best possible team in place right now at our wastewater plants with the expertise and experience to minimize our legal exposure.

RESOLUTION NO. _____

A RESOLUTION TO EXERCISE A NEW FIVE YEAR OPTION TO RENEW THE AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND CH2M HILL ENGINEERS, INC.

WHEREAS, on December 15, 2009, the Fayetteville City Council passed Resolution No. 265-09 which approved a “proposed five year contract ‘subject to and contingent upon yearly budget approval by the City of Fayetteville,’ with two successive five year option to renew”; and

WHEREAS, CH2M Hill Engineers, Inc. has faithfully performed four and a third years of the five year initial term and now desires to exercise the next five year option to renew pursuant to § 7.1 of the Agreement; and

WHEREAS, the City Administration recommends that the City Council authorize renewal of the next five year term to this Agreement.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby agrees that it is the best interest of our citizens and sewer rate payers to exercise along with CH2M Hill Engineers, Inc. the option to renew the original Agreement (as amended) for a second five year period under terms of the original Agreement, as modified by amendments one through five. Mayor Jordan is authorized to sign this Agreement to renew.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**AGREEMENT TO EXERCISE THE FIVE YEAR OPTION TO
RENEW THE AGREEMENT
For
OPERATIONS, MAINTENANCE, AND MANGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
AND CH2M HILL ENGINEERS, INC.**

Pursuant to their contractual rights in § 7.1 of the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, and CH2M HILL Engineers, Inc., the City of Fayetteville and CH2M HILL Engineers, Inc. mutually agree to renew this Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, and CH2M HILL Engineers, Inc. as amended for the five year period beginning on January 1, 2015 and ending on December 31, 2019.

CH2M HILL ENGINEERS, INC.

CITY OF FAYETTEVILLE

By: _____

APPROVED:

Title:

By: _____
Lioneld Jordan, Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

AGENDA REQUEST

FOR: COUNCIL MEETING OF May 6, 2014

FROM:
CITY COUNCIL MEMBER Alan Long

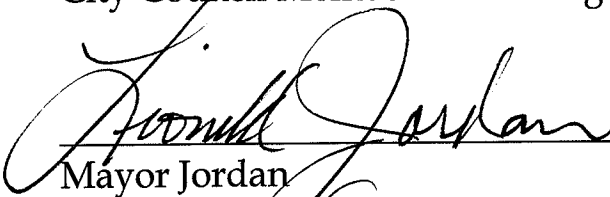
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF A
LEGISLATIVE ENACTMENT TO CREATE A PRESUMPTION THAT
FIREFIGHTERS WHO DEVELOP CERTAIN FORMS OF CANCER DEVELOPED
THOSE CANCERS THROUGH THEIR WORK AS FIREFIGHTERS

APPROVED FOR AGENDA:

City Council Member Alan Long

Date


Mayor Jordan

4/22/14
Date


City Attorney Kit Williams
(as to form)

4-21-14
Date



Williams, Kit

From: Long Ward 4 <longward4@gmail.com>
Sent: Thursday, April 17, 2014 12:06 PM
To: Williams, Kit
Subject: Fwd: Draft Legislation
Attachments: HB2253.pdf; ATT00001.htm; draft1-2013.pdf; ATT00002.htm

Here is the draft legislation from Greg Ledding. It is going to be changed some but we could get a more general resolution together.

Alan T Long
City of Fayetteville, AR
City Council, Alderman- Ward 4
ward4_pos2@fayetteville-ar.gov

Begin forwarded message:

From: Greg <greg@gregleding.com>
Date: April 17, 2014 at 7:57:35 AM CDT
To: Alan Long
Subject: Draft Legislation

Alan,

I've attached two bills, one of which is just a shell bill. We had difficulty getting the language right, and so I filed a shell bill prior to the filing deadline to make sure we had something in place. We've shifted strategy since these were drafted. Wade Marshall, the firefighter with whom I worked on this and other legislation, has contacted the Bureau of Legislative Research at my request to begin having new legislation drafted that better reflects our current strategy. As soon as we get a draft, I'll send it to you. Hopefully it won't take long.

Thank you, Alan.

g

1 State of Arkansas

2 89th General Assembly

3 Regular Session, 2013

A Bill

HOUSE BILL 2253

4
5 By: Representative Leding

For An Act To Be Entitled

8 AN ACT TO CREATE A PRESUMPTION THAT FIREFIGHTERS WHO
9 DEVELOP CERTAIN FORMS OF CANCER DEVELOPED THOSE
10 CANCERS THROUGH THEIR WORK AS FIREFIGHTERS; AND FOR
11 OTHER PURPOSES.

Subtitle

12
13
14
15 TO CREATE A PRESUMPTION THAT FIREFIGHTERS
16 WHO DEVELOP CERTAIN FORMS OF CANCER
17 DEVELOPED THOSE CANCERS THROUGH THEIR
18 WORK AS FIREFIGHTERS.

19
20
21 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

22
23 SECTION 1. The purpose of this act is to create a presumption that
24 firefighters who develop certain forms of cancer developed those cancers
25 through their work as firefighters.



RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF A LEGISLATIVE ENACTMENT TO CREATE A PRESUMPTION THAT FIREFIGHTERS WHO DEVELOP CERTAIN FORMS OF CANCER DEVELOPED THOSE CANCERS THROUGH THEIR WORK AS FIREFIGHTERS

WHEREAS, the International Agency for Research on Cancer has determined that some cancers may be caused by exposure to heat, smoke, radiation or a known or suspected carcinogen; and

WHEREAS, if a firefighter has regularly responded to fires, the firefighter has likely been exposed to heat, smoke, or other cause studied by the International Agency for Research on Cancer.

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 expresses its support of a legislative enactment to create a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Item Review Form

2014-0193

Legistar File Number

5/6/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

Submitted By

Development Services

Department

Action Required:

Approval of a resolution recommending no changes to parking configuration on Block Avenue.

Does this item have a cost?

Cost of this request

Category or Project Budget

Program or Project Name

Account Number

Funds Used to Date

Program or Project Category

\$0.00

Project Number

Remaining Balance

Fund Name

Budgeted Item?

Budget Adjustment Attached?

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

James C. Price
4/18/14

Paul A. Becher 4-22-2014

Don Man 4-22-14
David D. Dyer



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

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

FROM: Chris Brown, City Engineer 

DATE: April 16, 2014

SUBJECT: Block Avenue-Back-In Parking between Dickson and Spring Streets

RECOMMENDATION:

This item is forwarded from the Transportation Committee with no recommendation. City staff recommends Block Avenue remain as it was approved by the Transportation Committee in 2010, after significant discussion and public input before, during, and immediately after the construction.

BACKGROUND:

In 2010, the City of Fayetteville Transportation Division constructed improvements to Block Avenue between Dickson Street and Center Street. Improvements included new curb and gutter, storm sewer features, sidewalks, street trees, lighting, traffic calming measures and parking. As a part of the design for this project, the City constructed back-in parking spaces on the block between Dickson Street and Spring Street. The replacement of parallel spaces with the current parking arrangement resulted in an increase in available parking spaces, as follows:

- From Dickson to Spring, an increase from 14 spaces to 30 spaces.
- From Spring to Meadow, an increase from 0 to 13 spaces
- From Meadow to Center, the number of spaces remained the same.

The provision of additional parking has been a consistent desire of businesses and visitors to Block, Center, and other streets in the downtown area.

On October 22, 2010, as requested by adjacent business owners, staff presented two options for changing the already constructed back-in parking configuration to pull-in parking for consideration by the Street Committee. The memo and the drawing from that discussion are attached. The Committee declined to make any recommendations to change the islands at that time.

DISCUSSION:

Most recently, at the request of a citizen, the Transportation Committee again revisited this issue at the March 25th Committee Meeting. The same options that were presented in 2010 were again discussed:

- 1) Modification of the islands, asphalt milling and overlay of the parking area, and restriping to pull-in parking. This change would result in a decrease in available angled parking spaces from 28 to 25 in this area. The estimated cost of this option is \$42,720.
- 2) Milling, overlay, and restriping the parking spaces, with no changes to the concrete islands. This change would result in a loss of 8 angled parking spaces, from 28 to 20. The current estimate for the second option to restripe the parking is \$28,077.08.

Both of these options include milling and repaving the parking area for aesthetic purposes, to permanently remove visibility of the current striping configuration. The cost to simply mill the striping lines and restripe them for pull in parking would be substantially less (approximately \$6,500) than either of these estimates, but would not produce an aesthetically pleasing result, and could potentially cause confusion for users as the striping wears over time, as evidence of the originally striping would still remain.

At the Transportation Committee meeting, several members of the public presented their concerns/comments about the request to alter the street. The Transportation Committee did not reach a consensus, other than agreeing on the concern of expenditure of funds on a street that was recently completed.

BUDGET/STAFF IMPACT:

If incorporated into a future year work plan, the Transportation Division could plan to construct either of the options as part of their work plan and budget for that year, understanding that other projects currently waiting to be included in the work plan may be delayed. If the changes were to be made this year (2014), the work plan would require an adjustment, and this project would result in other project(s) being removed from the work plan for 2014.

Attachments:

Copy of Street Committee Memo and Exhibits dated October 2010
Updated Costs Estimates prepared by Transportation Division

RESOLUTION NO. _____

**A RESOLUTION TO REAFFIRM THE BACK-IN PARKING DESIGN ON
BLOCK AVENUE BETWEEN DICKSON STREET AND SPRING STREET**

WHEREAS, after considerable discussion and public input, the City Council approved the back-in parking design on Block Avenue between Dickson Street and Spring Street in 2010; and

WHEREAS, the replacement of parallel parking spaces with back-in parking spaces resulted in an increase of twenty nine parking spaces in that area; and

WHEREAS, the estimated costs of the two best options for changing the current parking arrangement are \$28,077.08 and \$42,720.00.

**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 reaffirms the back-in parking design on Block Avenue between Dickson Street and Spring Street.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



www.accessfayetteville.org

TO: City of Fayetteville Street Committee

CC: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Terry Gulley, Transportation Services Director

FROM: Chris Brown, City Engineer

DATE: October 22, 2010

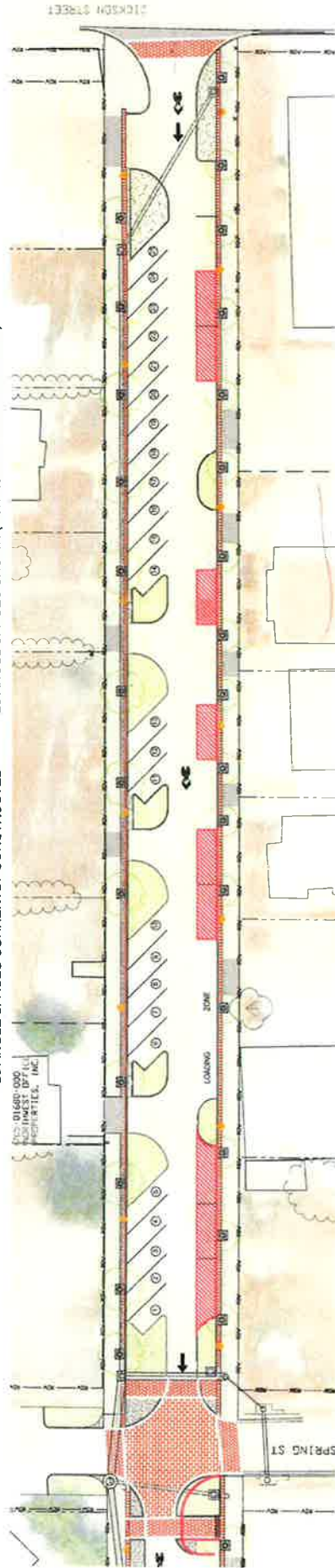
SUBJECT: Block Avenue Improvements – Alternatives from Dickson to Spring

At the request of the Street Committee on October 13th, staff developed two options for changing the back-in parking to pull-in parking from Dickson Street to Spring Street. These options are presented for the committee review and discussion. A concept drawing of the two options is attached. As currently constructed, this segment of Block Avenue provides 28 back-in spaces. The two options listed below will reduce the number of available spaces by 3 and 8 spaces respectively.

- 1) The first option would be to modify the existing islands on the west side to accommodate the change in the parking direction. By constructing these changes to the islands, the parking can be configured to provide 25 angle parking spaces in this block. The cost of these modifications is estimated to be **\$39,751.00**. This cost includes the modifications to the islands, the milling of the asphalt to remove the current striping, the replacement asphalt and the replacement of the striping for the parking spaces.
- 2) The second option would be to leave the islands as constructed and restripe the parking spaces to change the parking direction. With these changes, the parking can be configured to provide 20 angle parking spaces in this block. The cost of these modifications is estimated to be **\$25,187.00**. This cost includes the milling of the asphalt to remove the current striping, the asphalt replacement and the replacement of the striping for the parking spaces.

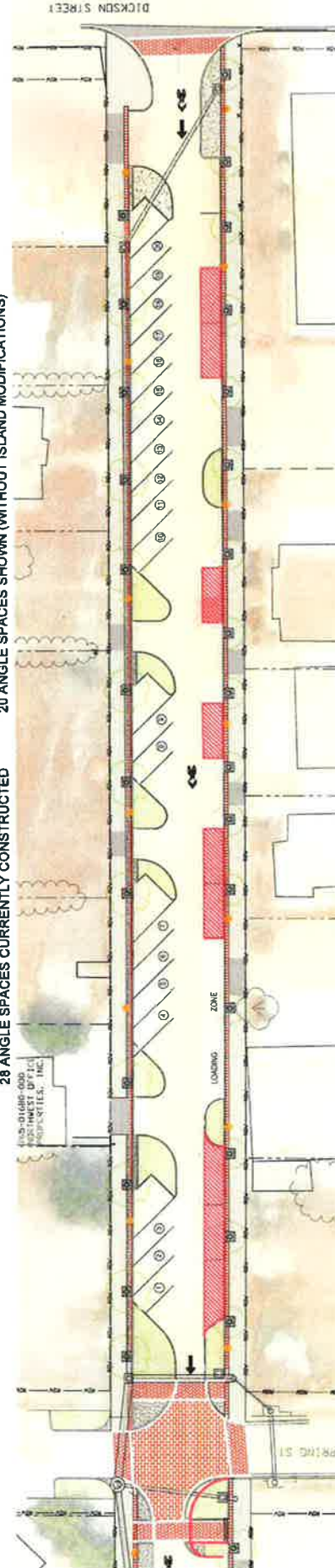
DATE 10/15/2010
SCALE 1" = 20'

28 ANGLE SPACES CURRENTLY CONSTRUCTED 25 ANGLE SPACES SHOWN (WITH ISLAND MODIFICATIONS)



SCALE
1" = 20'

28 ANGLE SPACES CURRENTLY CONSTRUCTED 20 ANGLE SPACES SHOWN (WITHOUT ISLAND MODIFICATIONS)





**CITY OF FAYETTEVILLE
TRANSPORTATION DIVISION
COST ESTIMATE**

JOB NAME: Block Ave.

(Dickson St to Spring St.)

Remove and replace striping

Mill and replace asphalt

DATE OF ESTIMATE: March 20, 2014

EMPLOYEE TYPE	# OF EMPLOYEES	HRS.	COST	EQUIPMENT TYPE	# OF EACH	HRS	COST	TYPE OF MATERIAL	# OF UNITS	COST	TOTAL
CL	2	16	800.00	Crew Trk	2	16	284.16	Hand pour thermo	2,100	\$2.50	\$5,250.00
MW4	4	16	1,440.00	Dump Trk	4	16	896.00	Asphalt	265	\$51.00	\$13,515.00
MW3	9	16	2,880.00	Backhoe	1	16	197.28	Tack oil	250	\$4.00	\$1,000.00
			0.00	Oil Trk	1	8	192.32				\$0.00
			0.00	Paver	1	8	420.32				\$0.00
			0.00	Roller	2	8	265.92				\$0.00
			0.00	Milling Machine	1	8	405.12				\$0.00
			0.00	Truck/Trailer	1	8	144.40				\$0.00
			0.00	Sweeper	1	8	386.56				\$0.00
ESTIMATED LABOR COST =			\$5,120.00	ESTIMATED EQUIPMENT COST =			3,192.08	ESTIMATED MATERIAL COST =			\$19,765.00

TOTAL ESTIMATED COST = \$28,077.08

**CITY OF FAYETTEVILLE
TRANSPORTATION DIVISION
COST ESTIMATE**

JOB NAME: Block Ave.

(Dickson St. to Spring St.)

Modify islands and replace striping

Mill and replace asphalt

DATE OF ESTIMATE: March 20, 2014

EMPLOYEE TYPE	# OF EMPLOYEES	HRS.	COST	EQUIPMENT TYPE	# OF EACH	HRS	COST	TYPE OF MATERIAL	# OF UNITS	COST	TOTAL
Mill of striping, replace asphalt and replace striping											
CL	2	16	800.00	Crew Trk	2	16	284.16	Hand pour thermo	2,100	\$2.50	\$5,250.00
MW4	4	16	1,440.00	Dump Trk	4	16	896.00	Asphalt	265	\$51.00	\$13,515.00
MW3	9	16	2,880.00	Backhoe	1	16	197.28	Tack oil	250	\$4.00	\$1,000.00
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			0.00	Paver	1	8	420.32				\$0.00
			0.00	Roller	2	8	265.92				\$0.00
			0.00	Milling Machine	1	8	405.12				\$0.00
			0.00	Truck/Trailer	1	8	144.40				\$0.00
			0.00	Sweeper	1	8	386.56				\$0.00
Reshape islands, remove and replace curb as needed											
CL	1	16	400.00	Crew Trk	1	16	142.08				\$0.00
MW4	2	16	720.00	Dump Trk	2	16	448.00				\$0.00
MW3	2	16	640.00	Gradall	1	16	552.16				\$0.00
			0.00	Concrete Saw	1	16	80.00				\$0.00
CL	1	40	1,000.00	Crew Trk	3	40	1,065.60	Concrete	25	\$75.00	\$1,875.00
MW4	4	40	3,600.00					Topsoil	10	\$12.00	\$120.00
MW3	5	40	4,000.00								\$0.00
			0.00								\$0.00
			0.00								\$0.00
			0.00								\$0.00
			0.00								\$0.00
			0.00								\$0.00
			0.00								\$0.00
			0.00								\$0.00
ESTIMATED LABOR COST =			\$15,480.00	ESTIMATED EQUIPMENT COST =			5,479.92	ESTIMATED MATERIAL COST =			\$21,760.00

TOTAL ESTIMATED COST = \$42,719.92

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith



ALDERMEN

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Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
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Ward 4 Position 1 – Rhonda Adams
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**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
May 06, 2014**

A meeting of the Fayetteville City Council will be held on May 06, 2014 at 5:30 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:

1. **Quarterly Financial Report – 1st Quarter 2014**, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. Approval of the April 15, 2014 City Council meeting minutes.
2. **Animal Services Donation Revenue:** A resolution to approve a budget adjustment in the total amount of \$9,588.00 representing donation revenue to Animal Services for the first quarter of 2014.

3. **2014 Bulletproof Vest Partnership Program:** A resolution to authorize a fifty percent (50%) matching grant application to the 2014 Bulletproof Vest Partnership Program seeking a grant in the amount of \$42,000.00 for the replacement of body armor vests for Fayetteville Police Officers and Emergency Response Team Officers.
4. **Garver, LLC:** A resolution to approve a professional engineering services agreement with Garver, LLC for surveying and design services related to the installation of a propane fueling system at the Happy Hollow maintenance site in the amount of \$33,800.00, approving a project contingency of \$3,380.00, and approving a budget adjustment.
5. **Bid #10-47 King Electric Contractors:** A resolution to authorize a contract with King Electrical Contractors in the amount of \$37,770.00, pursuant to Bid #10-47, for the installation of LED trail light fixtures and light poles along the Tsa La Gi Trail, and to approve a ten percent (10%) project contingency.
6. **Bid #14-23 First Light and Whatley, Inc.:** A resolution to authorize the purchase of LED trail light fixtures from First Light of Tulsa in the amount of \$87,048.00 plus applicable sales tax, and to authorize the purchase of light poles from Whatley, Inc. in the amount of \$29,744.00 plus applicable sales tax, pursuant to Bid #14-23, for installation along the Tsa La Gi Trail.
7. **McClelland Consulting Engineers, Inc.:** A resolution to authorize a professional engineering services agreement with McClelland Consulting Engineers, Inc. in the amount of \$371,396.00 for design and related services for improvements to Zion Road.
8. **Jorgensen and Associates, Inc.:** A resolution to authorize a professional engineering services agreement with Jorgensen and Associates, Inc. in an amount not to exceed \$387,000.00 for design and related services for the extension of Ruppel Road from Persimmon Street to Martin Luther King, Jr. Boulevard.
9. **Amend Resolution 218-13:** A resolution to amend Resolution No. 218-13 to approve a change order and authorize a payment in the amount of \$3,451.74 to Royal Communications, Inc. for Phase One of the Access Control Project; to authorize a payment of \$25,459.11 to Royal Communications, Inc. for equipment already purchased for Phase Two; to cancel the existing contract with Royal Communications, Inc. for Phases Two and Three; to approve a contract with Electra Link, Inc. through RFP 13-11 for Phases Two and Three of the Access Control Project in the total amount of \$42,206.00; to authorize a ten percent (10%) project contingency; and to approve a budget adjustment.
10. **RJN Group, Inc.:** A resolution to approve a contract with RJN Group, Inc. in the amount of \$56,000.00 for professional engineering services, and to approve a budget adjustment.

B. Unfinished Business: None

C. New Business:

1. **Lose and Associates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement for professional landscape, architectural and engineering services with Lose and Associates, Inc. in the amount not to exceed \$726,022.00 for design and construction documentation of the Regional Park.

Consent

2. **Whole Foods, Inc.:** A resolution to express the City Council's intention to pay for the installation of a traffic signal at Masonic Drive and College Avenue if Whole Foods, Inc. constructs its store at this intersection and to approve a budget adjustment of \$150,000.00.

3. **RZN 14-4659 (West Side of Beechwood and South of the Domain/Beechwood Properties):** An ordinance rezoning that property described in rezoning petition RZN 14-4659, for approximately 9.74 acres, located at the west side of Beechwood, south of the domain from I-1, Heavy Commercial/Light Industrial, to CS, Community Services.

4. **VAC 14-4655 (Southwest Corner of Razorback and 15th/Razorback Student Housing):** An ordinance approving VAC 14-4655 submitted by Crafton Tull for property located at the southwest corner of Razorback and 15th Street to vacate a portion of a utility easement.

5. **VAC 14-4656 (2693 Valencia Ave./Riverwood Homes):** An ordinance approving VAC 14-4656 submitted by Riverwood Homes for property located at 2693 Valencia Avenue to vacate a portion of a utility easement and drainage easement, a total of approximately 42 square feet.

6. **I-PZD 14-4662 Industrial Planned Zoning District (701 W. North):** An ordinance establishing an Industrial Planned Zoning District titled I-PZD 14-4662, Project Corral, located at 701 W. North Street; containing approximately 0.76 acres; amending the official zoning map of the City of Fayetteville; and adopting the zoning criteria and Associated Master Development Plan.

7. **Environmental Consulting Operations, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

Consent

8. **CH2M Hill Engineers, Inc. Amendment No. 5:** A resolution to approve Amendment No. 5 to the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc. to increase the contract in the amount of \$80,632.00 and approve a budget adjustment.

Consent

9. **CH2M Hill Engineers, Inc.:** A resolution to exercise a new five year option to renew the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc.

- 10. City Council Support for Firefighters:** A resolution to express the City Council's support of a legislative enactment to create a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters.

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Consent Add: Biobased Realty
D. City Council Agenda Session Presentations:

- 1. Economic Development Quarterly Report – Chung Tan**
- 2. Regional Park Update – Alison Jumper, Park Planning Superintendent**
- 3. Land for Sale Adjacent to Gulley Park Presentation – Wade Colwell**

E. City Council Tour:

F. Announcements:

Adjournment:

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Pre Agenda Meeting 4-23-14

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith



ALDERMEN

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Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
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10b
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F. Announcements:

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CityClerk

From: Becker, Paul
Sent: Tuesday, April 15, 2014 1:36 PM
To: CityClerk
Subject: RE: Quarterly Financial Report

Categories: Completed

I will not be here the 20th of May. Can you schedule this on the 6th of May?
Paul

From: CityClerk
Sent: Tuesday, April 15, 2014 7:34 AM
To: Becker, Paul
Cc: Leach, Trish; Smith, Sondra
Subject: Quarterly Financial Report

FYI, the report listed below is on the May 20th City Council agenda.

City Council Meeting Presentations, Reports and Discussion Items:

- 1. Quarterly Financial Report – 1st Quarter 2014, Paul Becker, Finance Director**

Office of the City Clerk Treasurer
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Fayetteville, AR 72701
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CITY OF

www.fayetteville-ar.gov



TO: Mayor Lioneld Jordan and Members of the City Council
Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance Director *Paul A. Becker*

DATE: April 21, 2014

SUBJECT: **February Sales Taxes Received In March 2014 by the State**

The following key points need to be communicated regarding sales tax collections:

FAYETTEVILLE SALES TAX ACTIVITY

1. Sales tax collections remitted for sales tax subject to the 1 cent City tax in March, 2014 were up \$84,812 / 6.18% as compared to the same month prior year. These collections represent February, 2014 sales.
2. Sales tax collections remitted to the City for the City's share of County tax collections in March, 2014 were up \$67,944 / 7.48% as compared to the same month prior year. These collections represent February, 2014 sales.
3. When compared to budget for the month, sales tax collections were up a total of \$107,125 / 4.61%. The year to date budget impact for the three months is down a total of \$222,724 / -2.93%.

1% City / 1% County (Combined)	Budget	Actual	\$ Difference	% Difference
December, 2013	\$ 2,894,900	\$ 2,766,751	\$ (128,149)	(4.43%)
January, 2014	2,393,200	2,191,501	(201,699)	(8.43%)
February, 2014	2,326,200	2,433,325	107,125	4.61%
March, 2014				
April, 2014				
May, 2014				
June, 2014				
July, 2014				
August, 2014				
September, 2014				
October, 2014				
November, 2014				
YTD Budget to Actual	\$ 7,614,300	\$ 7,391,576	\$ (222,724)	(2.93%)

Funding Source	Budget	Actual	\$ Difference	% Difference
General Fund: 1% City (60% Split)	\$ 2,786,700	\$ 2,697,381	\$ (89,319)	(3.21%)
1% County	2,969,800	2,895,941	(73,859)	(2.49%)
	\$ 5,756,500	\$ 5,593,322	\$ (163,178)	(2.83%)
ST Capital: 1% City (40% Split)	\$ 1,857,800	\$ 1,798,254	\$ (59,546)	(3.21%)
Total General/ST Capital Funds:	\$ 7,614,300	\$ 7,391,576	\$ (222,724)	(2.93%)

NWA REGION SALES TAX ACTIVITY - FEBRUARY 2014 COLLECTIONS

4. February, 2014 1% City Sales Tax collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		February 2013	February 2014	\$ Difference	% Difference
1% City:	Fayetteville	\$ 1,371,829	\$ 1,456,641	\$ 84,812	6.18%
	Springdale	\$ 834,571	\$ 896,105	\$ 61,534	7.37%
	Bentonville	\$ 671,902	\$ 809,610	\$ 137,708	20.50%
	Rogers	\$ 1,089,713	\$ 1,147,799	\$ 58,085	5.33%

5. February, 2014 1% County Sales Tax collections as compared to the surrounding areas were as follows:

County Sales Tax Collections:		February 2013	February 2014	\$ Difference	% Difference
Washington	Fayetteville	\$ 908,741	\$ 976,684	\$ 67,944	7.48%
Washington	Springdale	\$ 787,250	\$ 846,110	\$ 58,860	7.48%
Benton	Bentonville	\$ 424,544	\$ 481,476	\$ 56,931	13.41%
Benton	Rogers	\$ 673,046	\$ 763,301	\$ 90,255	13.41%

6. February, 2014 countywide collections for the combined Washington and Benton Counties were as follows:

County Sales Tax Collections:		February 2013	February 2014	\$ Difference	% Difference
Washington County		\$ 2,507,929	\$ 2,695,438	\$ 187,509	7.48%
Benton County		2,661,914	3,018,875	356,961	13.41%
		\$ 5,169,843	\$ 5,714,313	\$ 544,470	10.53%

NWA REGION SALES TAX ACTIVITY - YEAR-TO-DATE (THREE MONTHS) COLLECTIONS

7. Year-to-Date (three months) collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		(Three Months) YTD 2013	(Three Months) YTD 2014	\$ Increase (Decrease)	% Increase (Decrease)
1% City:	Fayetteville	\$ 4,553,307	\$ 4,495,635	\$ (57,673)	(1.27%)
	Springdale	\$ 2,534,874	\$ 2,588,956	\$ 54,082	2.13%
	Bentonville	\$ 2,686,449	\$ 2,465,117	\$ (221,332)	(8.24%)
	Rogers	\$ 3,625,964	\$ 3,594,284	\$ (31,680)	(0.87%)

8. Year-to-Date (three months) for the combined Washington and Benton Counties, sales were down -\$7,893 / - 0.05%.

Sales Tax Collections:		(Three Months) YTD 2013	(Three Months) YTD 2014	\$ Increase (Decrease)	% Increase (Decrease)
Washington County		\$ 8,035,375	\$ 7,992,177	\$ (43,198)	(0.54%)
Benton County		9,089,573	9,124,878	35,305	0.39%
		\$ 17,124,948	\$ 17,117,055	\$ (7,893)	(0.05%)

Branson, Lisa

From: Pate, Jeremy
Sent: Wednesday, April 23, 2014 12:03 PM
To: Branson, Lisa; Marr, Don
Cc: Tan, Chung
Subject: RE: Economic Development Quarterly Report

Lisa,
Chung has indicated that April 29 would be best. Can you please add that to City Council Agenda Session Presentations on the tentative agenda?

Thanks,
Jeremy

From: Branson, Lisa
Sent: Wednesday, April 23, 2014 7:30 AM
To: Marr, Don; Pate, Jeremy
Subject: RE: Economic Development Quarterly Report

Jeremy,

April 29th - no presentations

May 13th - Annual Report from CH2M Hill

May 27th – no presentations.

Let me know which date you prefer.

Have a nice day!
Lisa

From: Marr, Don
Sent: Tuesday, April 22, 2014 10:00 PM
To: Pate, Jeremy
Cc: Branson, Lisa
Subject: Re: Economic Development Quarterly Report

Any are ok with me.
D

Sent from my iPhone

On Apr 22, 2014, at 3:36 PM, "Pate, Jeremy" <jpate@favetteville-ar.gov> wrote:

Lisa,

Can you let me know if there are any presentations planned for the agenda session on April 29, May 13, and May 27? I need to find one of these dates for Chung to present the quarterly report to the City Council.

Don, any preferences?

Thanks,
jp

Jeremy Pate
Development Services Director
City of Fayetteville, Arkansas
479.575.8265
Website | Facebook | Twitter | YouTube



BASSETT MIX

AND ASSOCIATES, INC.

TO THE CITY OF FAYETTEVILLE

Mary Lou Dunn would like to present to the City the property for sale for the intended use to keep Gulley Park a diamond in the middle of Fayetteville.

The Dunn's family wish is for the land to be preserved and kept a park. Due to many factors, the family has decided it is time to sell the property, and of course we want the City to consider purchasing it prior to the marketing of the property to developers.

Recent land sales to develop similar property on Old Wire Road have happened in just the past year with the new development already completed and construction of new homes beginning.

This particular project sold for approximately \$60,000.00 per acre.

RESIDENTIAL AND COMMERCIAL REAL ESTATE
3263 North College Ave. • Fayetteville, AR 72703 • (479) 521-5600 • Fax (479) 521-5698
website: www.bassettmix.com

THE STANDARD OF EXCELLENCE
Working For You



Bassett Mix and Associates values the property adjacent to Gulley Park at \$70,000.00 per acre as the land is already equipped with all utilities including main sewer lines that run North to South. A perfect set up for development like no other piece of land in the heart of Fayetteville. Of course the location next to the park would be very valuable to a developer.

Both houses are currently assessed for a total of \$303,700.00 and the 30 x 40 shop would cost \$60,000.00 or more to replace today. It has a concrete floor, electricity, water with a bathroom, heat and air and is insulated. And a special vacuum system for building furniture and removing saw dust. It is a very nice set up and could provide many uses for the City of Fayetteville.

This brings the total value to \$1,130,200.00 and with closing cost involved and the move for the family we would like to present it to the City of Fayetteville for \$1,300,000.00 as we feel this is a value price to the City of Fayetteville before we market the property to a

developer. Mrs. Dunn will only consider selling the houses and land as a package deal.

Bassett Mix and Associates will be placing the property on the market the week of March 31, 2014.

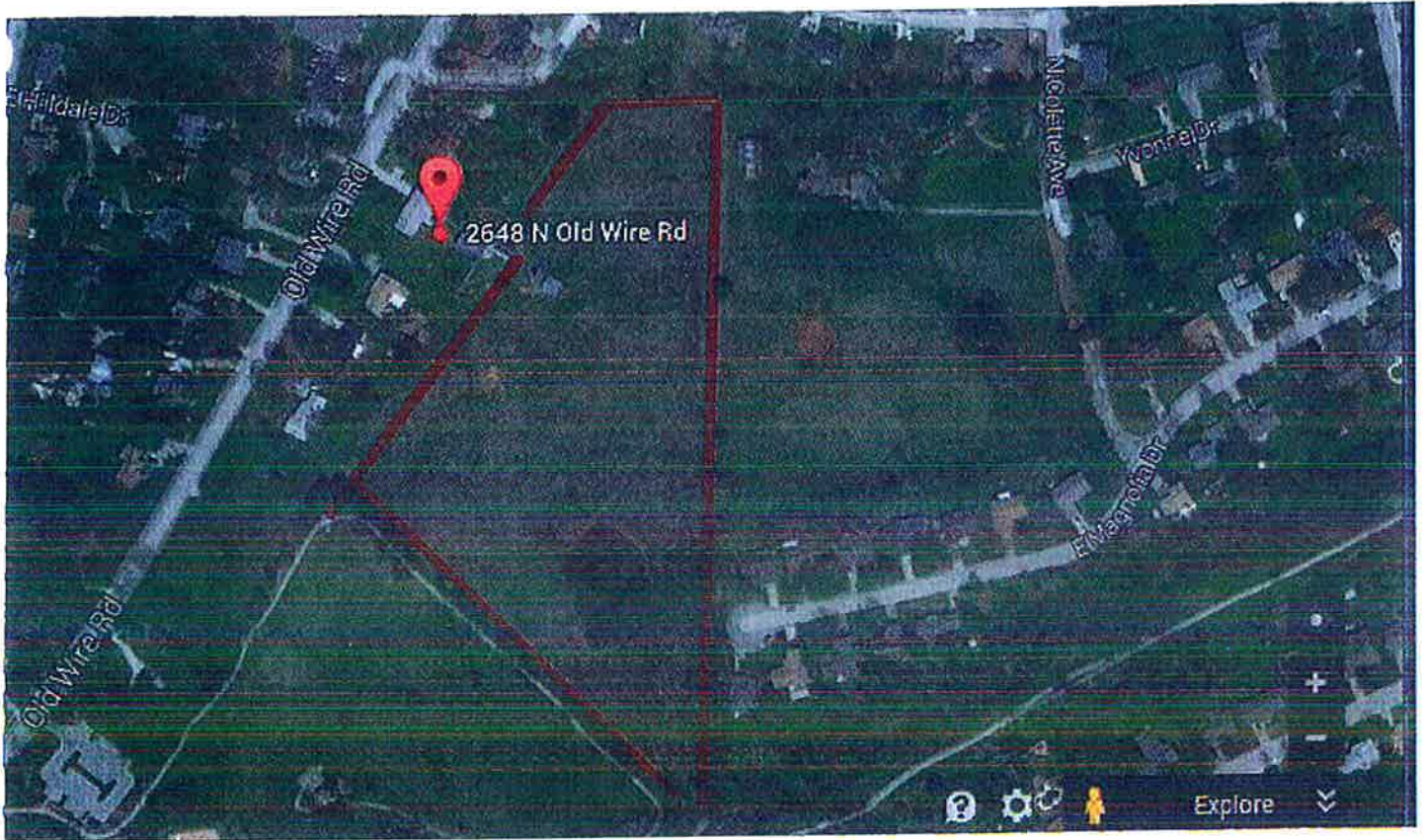
Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "David Mix". The signature is stylized with a large, looped "D" and a cursive "Mix".

David Mix

President/Owner

Bassett Mix and Assoc.



9.7 Acres adjacent to Gulley Park

Parcel: 765-16080-000
Prev. Parcel: 149063-000-00
As of: 1/17/2014

Washington County Report

ID: 53806

Property Owner

Name: DUNN, ALLEN L & MARY L

Property Information

Physical Address: N OLD WIRE RD

Mailing Address: 2648 N OLD WIRE RD
FAYETTEVILLE, AR 72703-3771

Subdivision: 36-17-30 FAYETTEVILLE OUTLOTS

Block / Lot:

Type: (AM) - Agri U Misc Imps

S-T-R: 36-17-30

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Size (in Acres): 9.700

Millage Rate: 53.75

Extended Legal: PT W/2 SE PT E/2 SW 9.7 A

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$1,700	\$340	\$340
Building:	\$500	\$100	\$100
Total:	\$2,200	\$440	\$440

Homestead Credit: \$0.00

Status: (N) - No Adj

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
Pasture(15)	0.300	Acres
Pasture(04)	0.540	Acres
Pasture(13)	4.110	Acres
Pasture(13)	4.750	Acres

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Parcel: 765-16080-000
 Prev. Parcel: 149063-000-00
 As of: 1/17/2014

Washington County Report

ID: 53806

History:

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	Net Total Tax	Total Tax Paid	Amount Due
2012	\$440	\$23.65	\$0.00	\$0.00	\$0.00	\$0.00	\$23.65	\$23.65	\$0.00
2011	\$440	\$23.65	\$0.00	\$0.00	\$0.00	\$0.00	\$23.65	\$23.65	\$0.00
2010	\$429	\$23.27	\$0.00	\$0.00	\$0.00	\$0.00	\$23.27	\$23.27	\$0.00
2009	\$390	\$20.09	\$0.00	\$0.00	\$0.00	\$0.00	\$20.09	\$20.09	\$0.00
2008	\$390	\$20.09	\$0.00	\$0.00	\$0.00	\$0.00	\$20.09	\$20.09	\$0.00
2007	\$390	\$20.12	\$0.00	\$0.00	\$0.00	\$0.00	\$20.12	\$20.12	\$0.00

Available Tax Payment Receipt(s):

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty	Payment
2012	76933	10/15/2013	\$23.65	\$0.00	\$0.00	\$0.00	\$0.00	\$23.65
2011	80584	10/19/2012	\$23.65	\$0.00	\$0.00	\$0.00	\$0.00	\$23.65
2010	77034	10/19/2011	\$23.27	\$0.00	\$0.00	\$0.00	\$0.00	\$23.27
2009	56852	10/7/2010	\$20.09	\$0.00	\$0.00	\$0.00	\$0.00	\$20.09
2008	67590	10/13/2009	\$20.09	\$0.00	\$0.00	\$0.00	\$0.00	\$20.09
2007	56550	10/7/2008	\$20.12	\$0.00	\$0.00	\$0.00	\$0.00	\$20.12

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
1/1/1985	93	19847	Warr. Deed	4.40	\$4,000	DUNN, ALLEN L. & MARY L. OLD WIRE RD	2648	Insufficient Amount

Details for Residential Card 1:

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
			N/A		N/A	N/A	N/A	N/A		N/A

Exterior Wall: N/A
 Foundation: N/A
 Floor Struct: N/A
 Floor Cover: N/A
 Insulation: N/A
 Roof Cover: N/A
 Roof Type: N/A

Plumbing: N/A
 Fireplace: N/A
 Heat / Cool: N/A
 Basement: N/A
 Basement Area: N/A
 Year Remodeled: N/A
 Style: N/A

Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-16080-000
Prev. Parcel: 149063-000-00
As of: 1/17/2014

Washington County Report

ID: 53806

.buildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Outbuilding,frame		7x30			
General Purpose Barn		20x35			

Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-16080-000
Prev. Parcel: 149063-000-00
As of: 1/17/2014

Washington County Report

ID: 53806

Map: Dunn's



Not a Legal Document.

Subject to terms and conditions.

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Parcel: 765-16092-000
Prev. Parcel: 149075-000-00
As of: 1/17/2014

Washington County Report

ID: 53821

Property Owner

Name: DUNN, ALLEN L & MARY L

Property Information

Physical Address: 2648 N OLD WIRE RD

Mailing Address: 2648 N OLD WIRE RD
FAYETTEVILLE, AR 72703-3771

Subdivision: 36-17-30 FAYETTEVILLE OUTLOTS

Block / Lot:

Type: (RI) - Res. Improv.

S-T-R: 36-17-30

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Size (in Acres): 0.000

Millage Rate: 53.75

Extended Legal: PT NE SW .75 A

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$54,000	\$10,800	\$7,680
Building:	\$114,000	\$22,800	\$11,723
Total:	\$168,000	\$33,600	\$19,403

Homestead Credit: \$350.00

Status: (F) - Fixed

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	1.000	House Lot

Not a Legal Document.

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www.aciDataScout.com

Parcel: 765-16092-000
Prev. Parcel: 149075-000-00
As of: 1/17/2014

Washington County Report

ID: 53821

History:

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	Net Total Tax	Total Tax Paid	Amount Due
2012	\$19,403	\$1,042.91	\$0.00	\$0.00	\$0.00	\$350.00	\$692.91	\$692.91	\$0.00
2011	\$19,403	\$1,042.91	\$0.00	\$0.00	\$0.00	\$350.00	\$692.91	\$692.91	\$0.00
2010	\$19,403	\$1,052.61	\$0.00	\$0.00	\$0.00	\$350.00	\$702.61	\$702.61	\$0.00
2009	\$19,403	\$999.25	\$0.00	\$0.00	\$0.00	\$350.00	\$649.25	\$649.25	\$0.00
2008	\$19,403	\$999.25	\$0.00	\$0.00	\$0.00	\$350.00	\$649.25	\$649.25	\$0.00
2007	\$19,403	\$1,001.19	\$0.00	\$0.00	\$0.00	\$350.00	\$651.19	\$651.19	\$0.00

Available Tax Payment Receipt(s):

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty	Payment
2012	76933	10/15/2013	\$692.91	\$0.00	\$0.00	\$0.00	\$0.00	\$692.91
2011	80584	10/19/2012	\$692.91	\$0.00	\$0.00	\$0.00	\$0.00	\$692.91
2010	77034	10/19/2011	\$702.61	\$0.00	\$0.00	\$0.00	\$0.00	\$702.61
2009	56852	10/7/2010	\$649.25	\$0.00	\$0.00	\$0.00	\$0.00	\$649.25
2008	67590	10/13/2009	\$649.25	\$0.00	\$0.00	\$0.00	\$0.00	\$649.25
2007	56550	10/7/2008	\$651.19	\$0.00	\$0.00	\$0.00	\$0.00	\$651.19

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
6/22/1959	526	444	Warr. Deed	0.00	\$0	DUNN, ALLEN L & MARY L		

Details for Residential Card 1:

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Masonry Veneer	1567	0	1567	4+5	1961	49	Average	N/A

Exterior Wall: BV

Foundation: Closed Piers

Floor Struct: Wood with subfloor

Floor Cover: Carpet & Tile

Insulation: Ceilings Walls

Roof Cover: Asphalt Shingle

Roof Type: Gable

Plumbing: Full: 1 Half: 1

Fireplace: Type: 1s Sgl.

Heat / Cool: Central

Basement: N/A

Basement Area: N/A

Year Remodeled: N/A

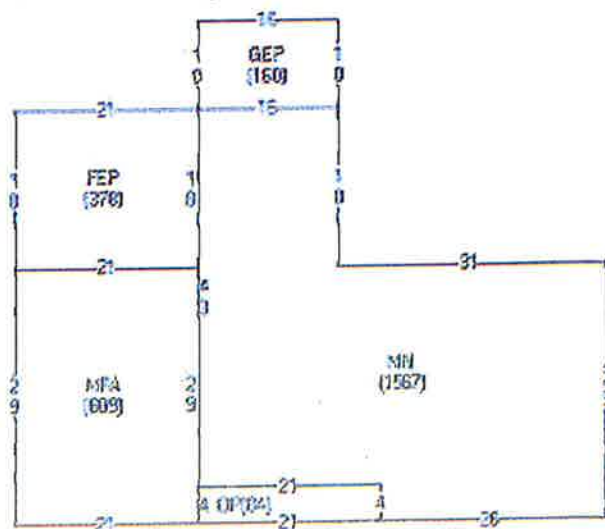
Style: N/A

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Base Structure:

Item	Label	Description	Area
A	MN	Main Living Area	1567
B	MFA	Garage - masonry finished, att	609
C	GEP	Porch, glass enclosed	160
D	FEP	Frame enclosed porch	378
E	OP	Porch, open	84

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Fence, chain link 4'		188	1		
Utility Bldg, Avg, Std Class		30x40	1		
Gravel Driveway					
Fence, wood 6'		121			
Driveway, concrete		18x80			
Driveway, concrete		15x16			

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Parcel: 765-16092-000
Prev. Parcel: 149075-000-00
As of: 1/17/2014

Washington County Report

ID: 53821

7: *Dunn's*



• 75 Acre

Parcel: 765-16095-000
Prev. Parcel: 149078-000-00
As of: 1/17/2014

Washington County Report

ID: 53824

Property Owner

Name: DUNN, ALLEN & MARY L

Property Information

Physical Address: 2634 N OLD WIRE RD

Mailing Address: 2634 N OLD WIRE RD
FAYETTEVILLE, AR 72703-3771

Subdivision: 36-17-30 FAYETTEVILLE OUTLOTS

Type: (RI) - Res. Improv.

Block / Lot:

S-T-R: 36-17-30

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Size (in Acres): 0.000

Millage Rate: 53.75

Extended Legal: PT NE SW .50 A

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$42,750	\$8,550	\$8,550
Building:	\$92,950	\$18,590	\$18,590
Total:	\$135,700	\$27,140	\$27,140

Homestead Credit: \$0.00

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	1.000	House Lot

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Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-16095-000
 Prev. Parcel: 149078-000-00
 As of: 1/17/2014

Washington County Report

ID: 53824

History:

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	Net Total Tax	Total Tax Paid	Amount Due
2012	\$27,140	\$1,458.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.78	\$1,458.78	\$0.00
2011	\$27,140	\$1,458.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.78	\$1,458.78	\$0.00
2010	\$27,140	\$1,472.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1,472.35	\$1,472.35	\$0.00
2009	\$31,020	\$1,597.53	\$0.00	\$0.00	\$0.00	\$0.00	\$1,597.53	\$1,597.53	\$0.00
2008	\$29,700	\$1,529.55	\$0.00	\$0.00	\$0.00	\$0.00	\$1,529.55	\$1,529.55	\$0.00
2007	\$27,225	\$1,404.81	\$0.00	\$0.00	\$0.00	\$0.00	\$1,404.81	\$1,404.81	\$0.00

Available Tax Payment Receipt(s):

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty	Payment
2012	76933	10/15/2013	\$1,458.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.78
2011	80584	10/19/2012	\$1,458.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.78
2010	77034	10/19/2011	\$1,472.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1,472.35
2009	56852	10/7/2010	\$1,597.53	\$0.00	\$0.00	\$0.00	\$0.00	\$1,597.53
2008	67590	10/13/2009	\$1,529.55	\$0.00	\$0.00	\$0.00	\$0.00	\$1,529.55
2007	56550	10/7/2008	\$1,404.81	\$0.00	\$0.00	\$0.00	\$0.00	\$1,404.81

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
5/20/1993	93	27263	Warr. Deed	0.00	\$0	DUNN, ALLEN & MARY L. 2634 OLD WIRE RD		
3/29/1993	93	15833	FidDeed	0.00	\$0	DAVENPORT, RICHARD E.		
2/16/1993	93	20041		0.00	\$0	DUNN, ALLEN		
6/30/1992	92	33142	Warr. Deed	0.00	\$0	HENDRICKS, BERTHA E. TRUSTEE OF BERTHA E. HENDRICKS TRUST		
1/1/1985	622	135		0.00	\$0	HENDRICKS, GLENN G. & BERTHA E.		

Details for Residential Card 1:

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Masonry Veneer	1895	0	1895	4+5	1963	47	Average	N/A

Exterior Wall: BV

Plumbing: Full: 1 Half: 1

Foundation: Closed Piers

Fireplace: N/A

Floor Struct: Wood with subfloor

Heat / Cool: HotAir/F

Floor Cover: Carpet & Tile

Basement: N/A

Not a Legal Document.

Subject to terms and conditions.

www.aciDataScout.com

Parcel: 765-16095-000
Prev. Parcel: 149078-000-00
As of: 1/17/2014

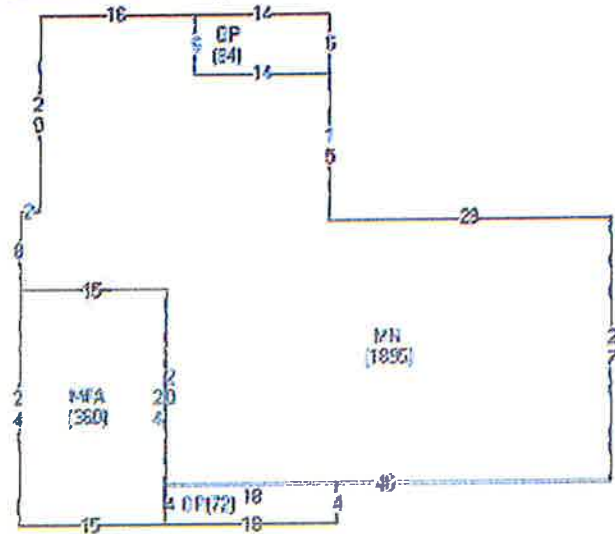
Washington County Report

ID: 53824

Insulation: Ceilings Walls
Roof Cover: Asphalt Shingle
Roof Type: Gable

Basement Area: N/A
Year Remodeled: N/A
Style: N/A

DataScout, LLC



Structure:

Item	Label	Description	Area
A	MN	Main Living Area	1895
B	MFA	Garage - masonry finished, att	360
C	OP	Porch, open	84
D	OP	Porch, open	72

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Asphalt Driveway		16x17	1		
Asphalt Driveway		12x104	1		
Fence, chain link 4'		251	1		
Well House		4x4			

Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-16095-000
Prev. Parcel: 149078-000-00
As of: 1/17/2014

Washington County Report

ID: 53824

to: *Dunn's*



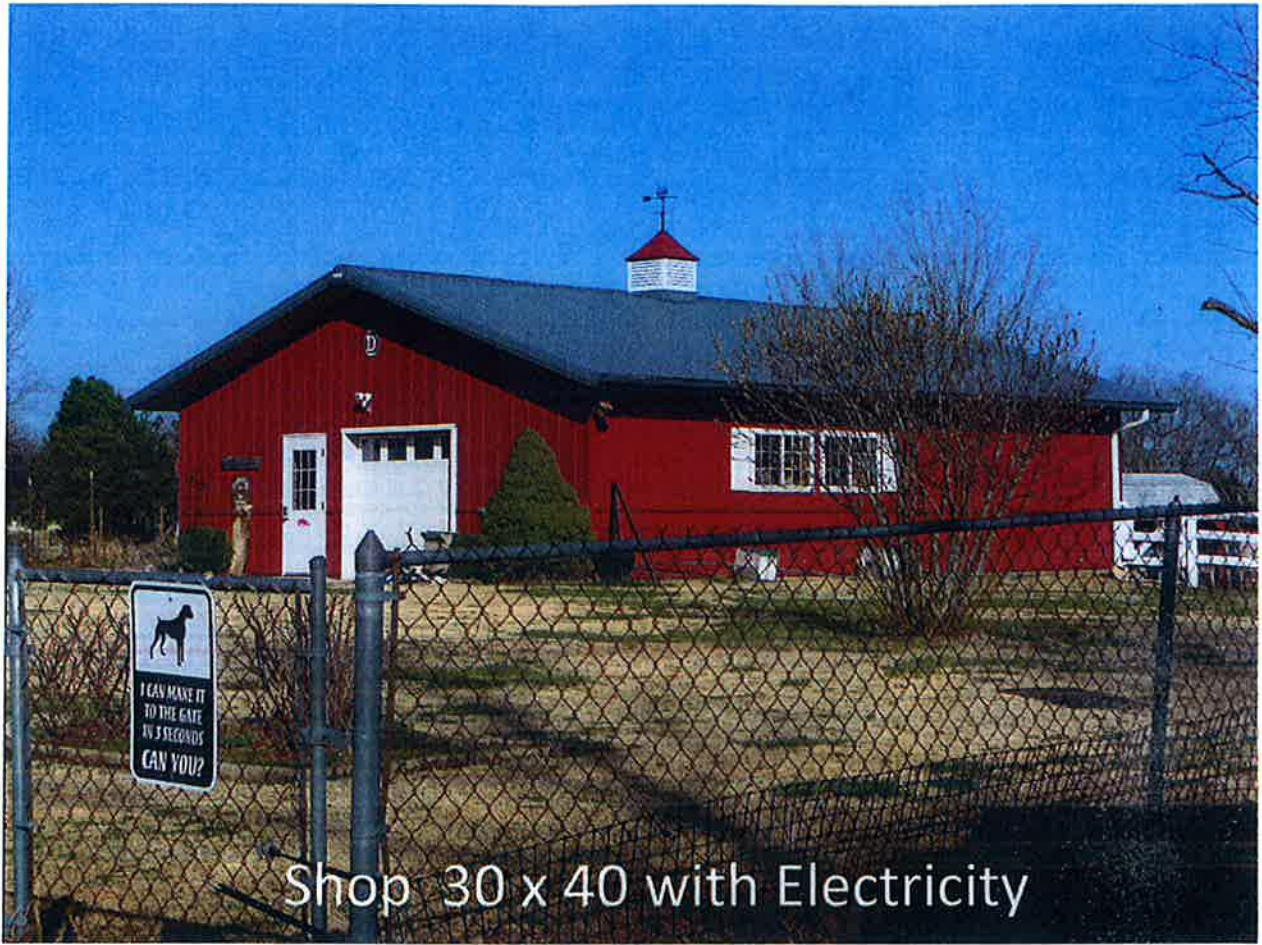
• 50 Acre

Not a Legal Document.

Subject to terms and conditions.

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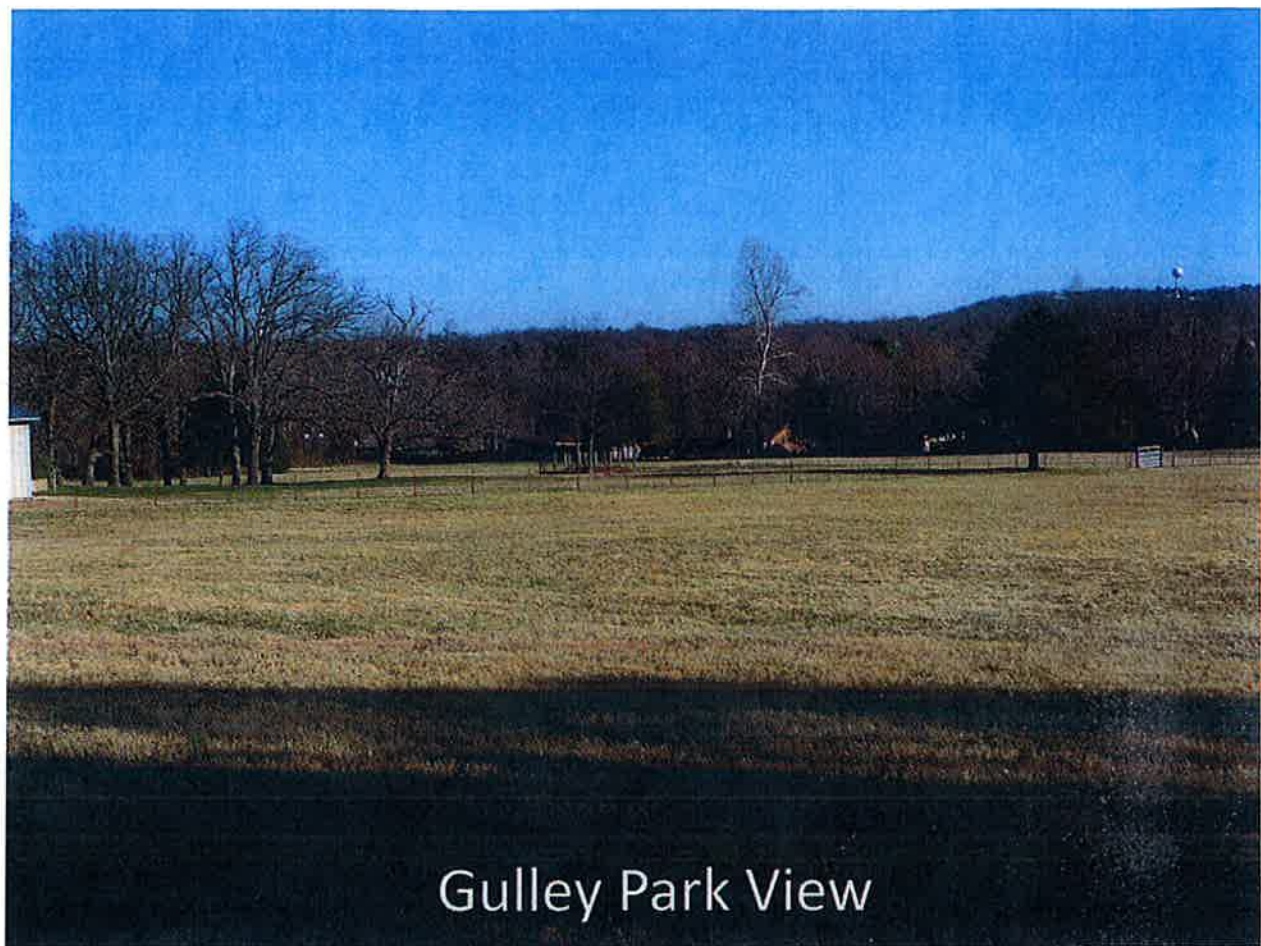




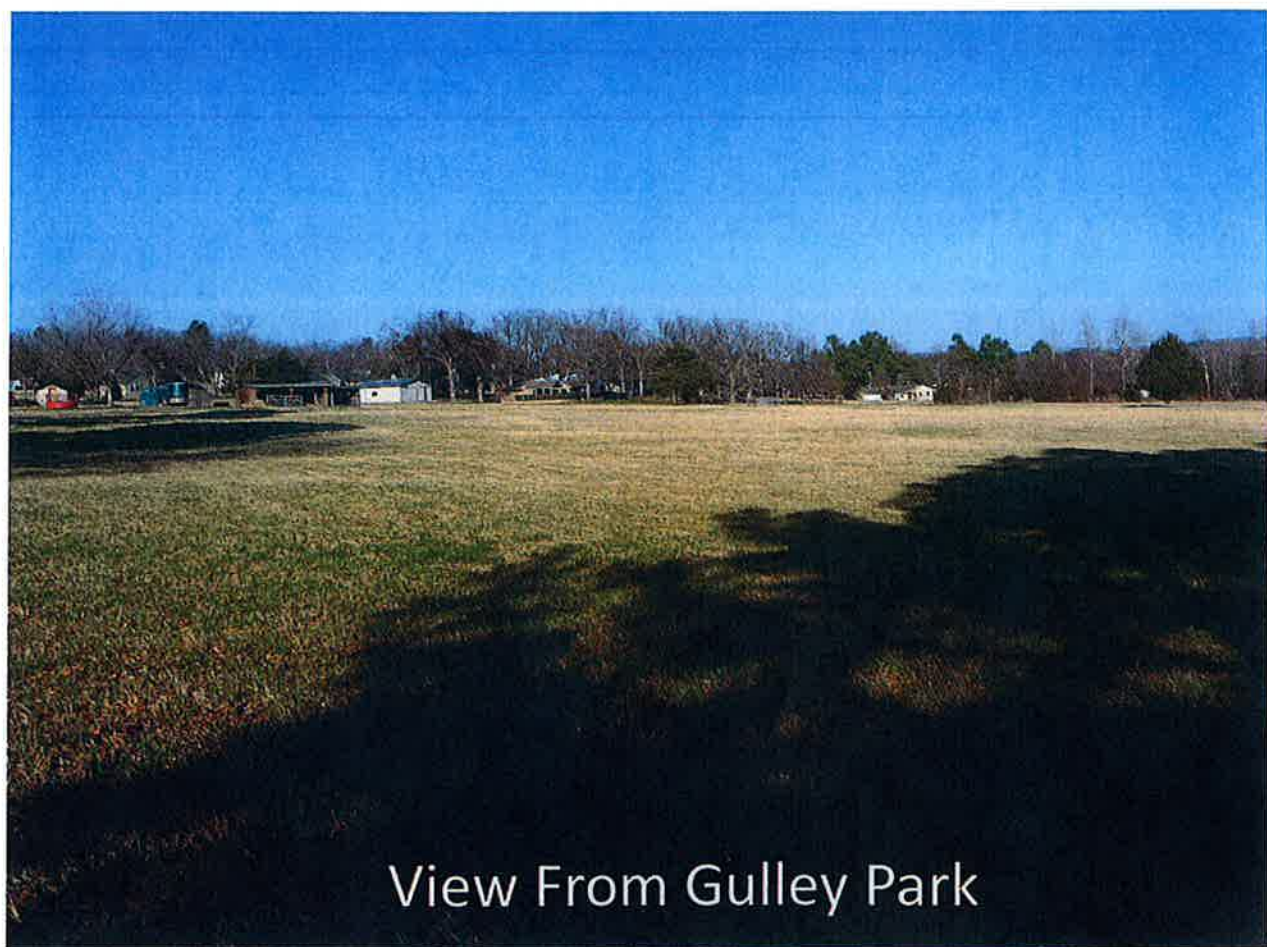
Shop 30 x 40 with Electricity



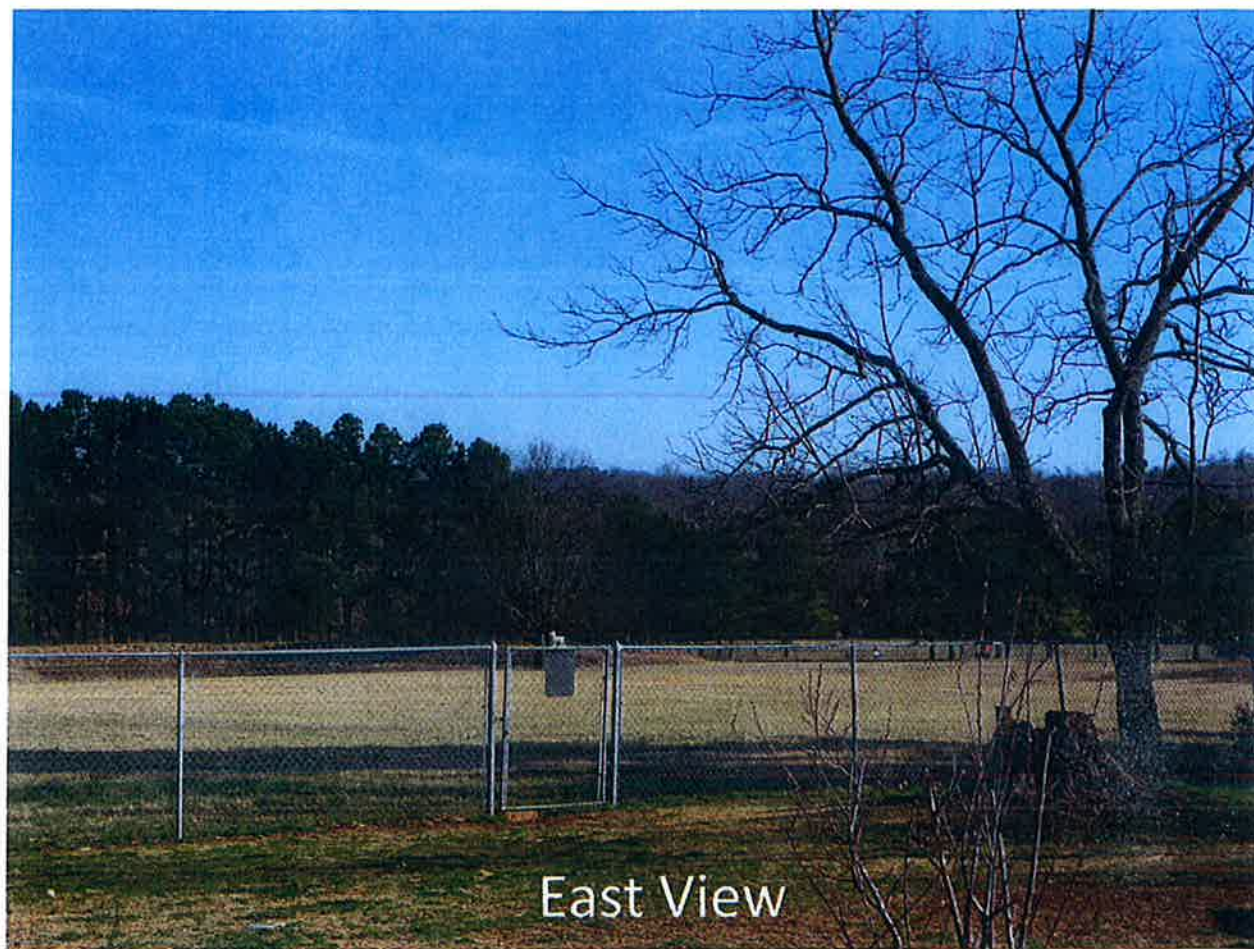
South View of 2648 Old Wire Rd.

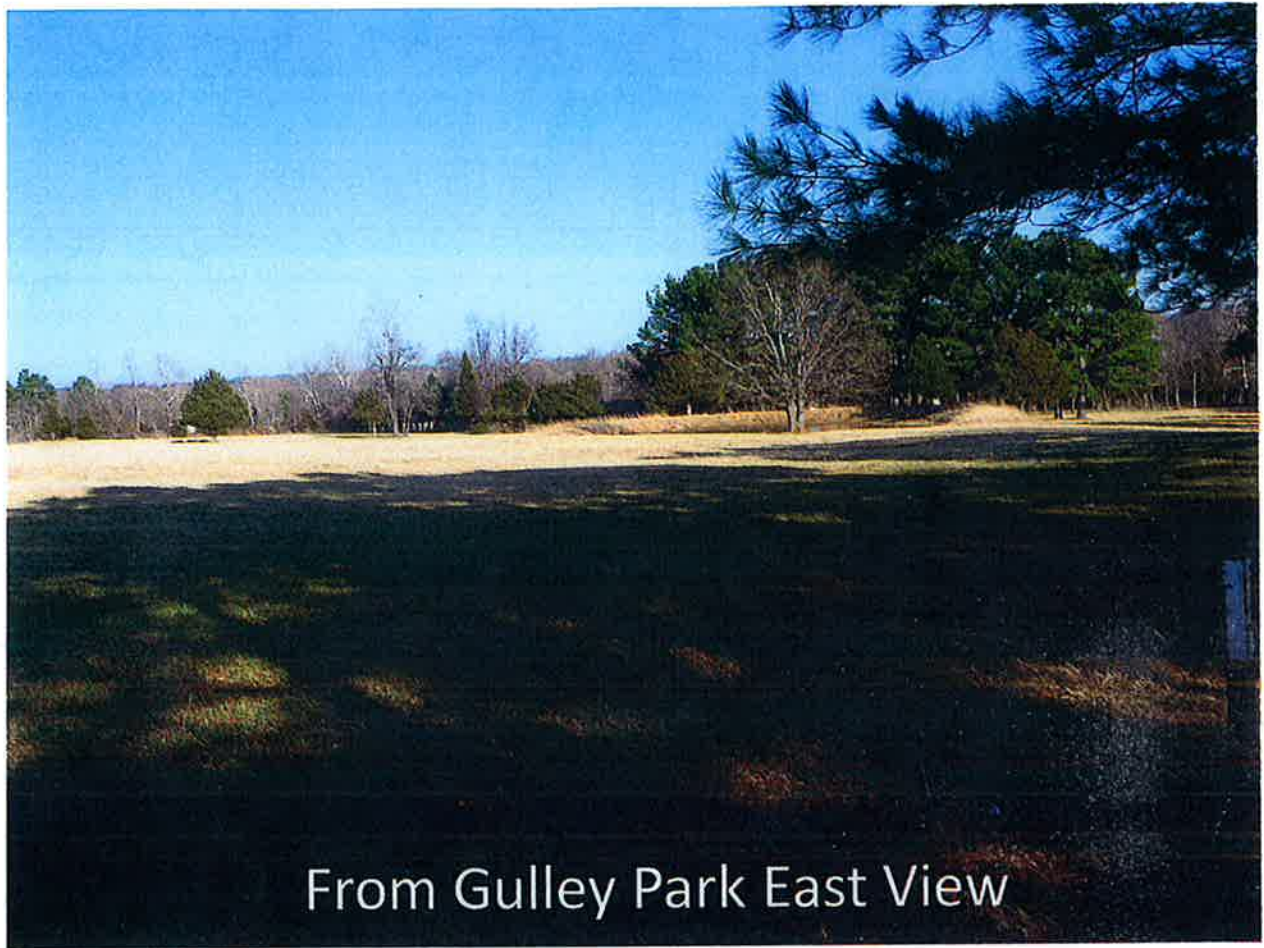


Gulley Park View

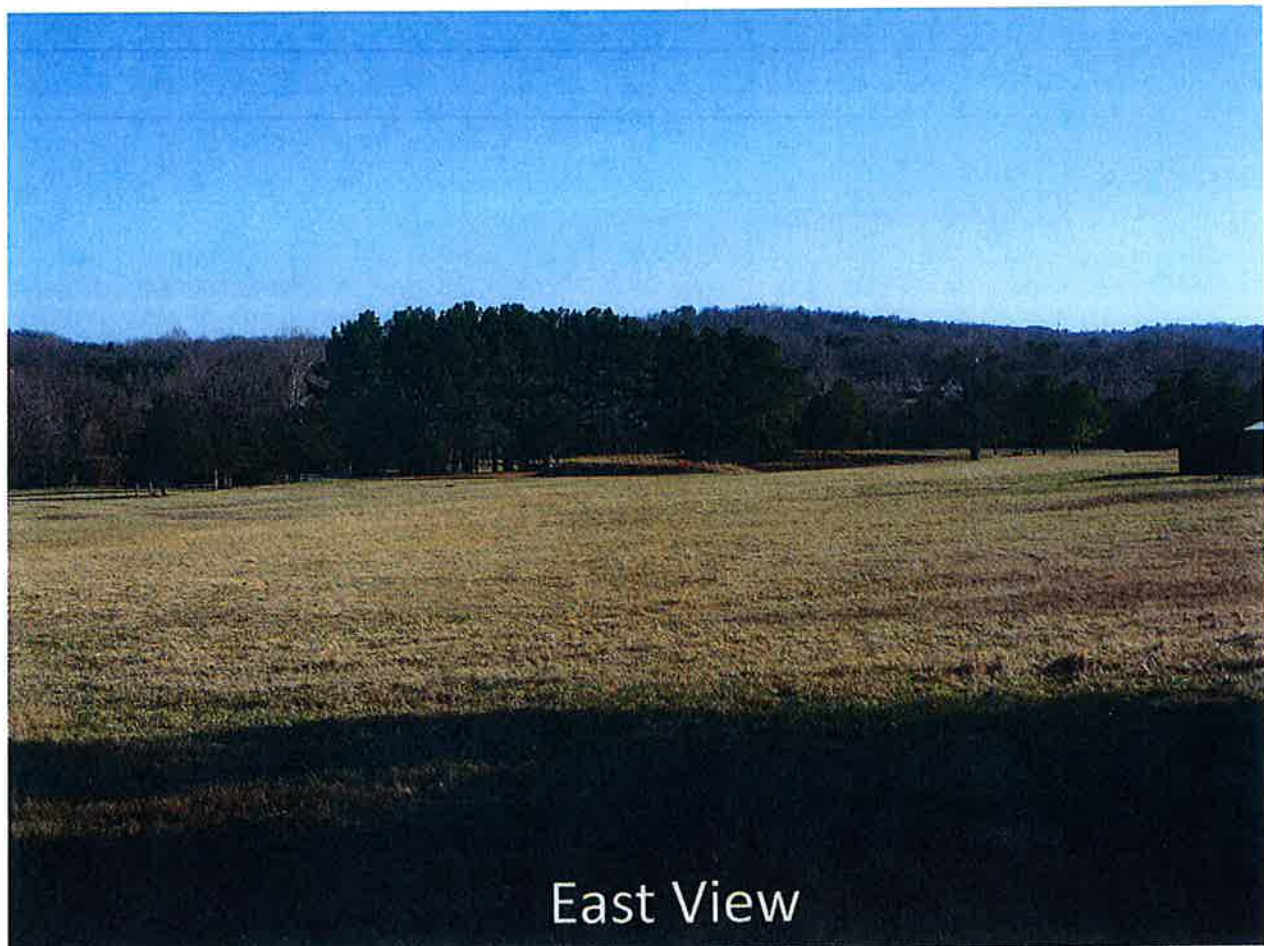


View From Gulley Park

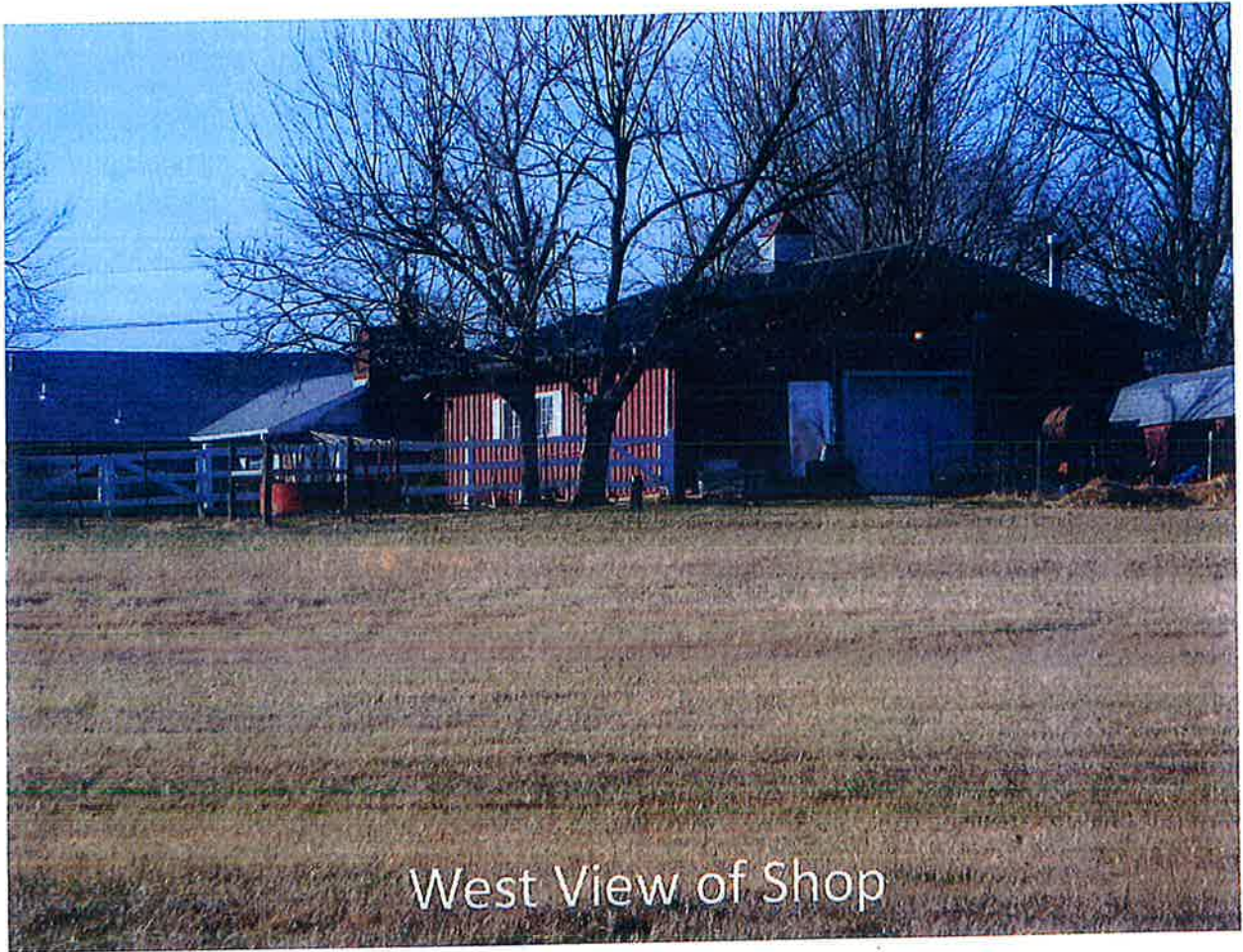




From Gulley Park East View



East View



West View of Shop



West View

Gulley Park: A place for kids, families

By SUZETTE SLOATE
Times Lifestyles Writer

If Fred Gulley were alive today he would be proud to know that a portion of his farm is a place where children can play and families can enjoy spending time together.

According to Floy Gulley, his wife, neighborhood children have always played on the couple's farm.

"All the kids used to play here when Fred was around, and he called it his park because of the way the kids liked to play here," Mrs. Gulley said.

Fred Gulley was born in 1901 and lived on the land where Gulley Park is now located most of his life. Gulley Park is located just off Township and Old Wire Road. Mrs. Gulley said the couple built their house on the land in 1946 after Fred returned from the service. During the first year, they grew corn and other crops, and in 1947, they switched to dairy cows.

Bathed in creek

"We used to take baths in the creek down below where the second bridge is now," Mrs. Gulley said. "There was a big swimming hole there, and we'd have to wait until late, after we finished work, and all the kids were gone."

When asked how the idea for turning the farmland into a park got started, Mrs. Gulley explained that Wade Colwell instigated the transformation.

"One day we were walking along out here, and he asked about buying it for a park, and we made a deal," Mrs. Gulley said. "I mostly did it for Fred. It was always his park."

Colwell said it was important to him that the Gulley farm remain a place where children could play and families could enjoy its beauty.

"As a kid I used to swim and fish in the ponds and play in the barn," Colwell said. "So I approached Mrs. Gulley about selling the land to the city."



Floy Gulley, left, rests on the bench recently donated to Gulley Park in memory of her husband, Fred. Beside Mrs. Gulley is Patty Malone, and behind her, left, is Dolores Cook and Norma Cary members of the Butterfield Extension Homemakers Club who donated the red-

wood bench. The bench is located next to the Gulley's favorite tree, where they used to sit and rest after a hard day's of work on their farm. Another bench has been dedicated to the memory of Malone's mother, Flossie Patrick.

Bought in '88

Dale Clark, director of Fayetteville's Parks and Recreation Department, said the city purchased 23.4 acres from Mrs. Gulley in late 1988. Since that time progress has been slow in the development of the land into a park. During that time a few improvements have been made, thanks to donations from local civic groups, such as the Fayetteville Civitan Club, the Northside Rotary, the Lions Club and businesses such as the First National Bank. Pizza Hut has adopted the park, as part of the city's Adopt-a-Park program, and its employees have agreed to work at the park at least three times

a year.

Cow Pasture Run

Colwell said for the past three years, the Fayetteville Civitan Club has sponsored the Gulley Park Cow Pasture Run. The proceeds from that event have gone toward the building of the two bridges, which are not yet completed. Colwell said the club had also spread wood chips around the perimeter of the park to help make it easier for runners and had planted pine trees.

Clark said other civic organizations have purchased trees for planting on the property and the Audubon Society has put up bluebird boxes. The Butterfield Extension

Homemakers Club recently donated a redwood bench which has been placed under Mr. Gulley's favorite tree.

"This was our favorite place to rest," Mrs. Gulley said. "When we were working the corn, plowing or whatever, we'd stop and rest right here."

Progress

In the past few months some progress has been made toward making Gulley Park an area to be enjoyed by the residents of Fayetteville. Clark said Parks and Recreation employees had been busy paving the hiking/walking trails and a parking lot located off Township. A playground is

also being completed and progress is being made toward finishing the bridges. Clark said the bridges would be covered with concrete and arched railing would be added.

"A lot of people use the park for walking," Clark said. "The emphasis for this park will be for families and family-type things."

Clark said future plans included putting in an area for volleyball and that some talk had been heard about building a recreation center similar to the Fayetteville Youth Center. He said plans did not call for installing any competitive sport playing fields.

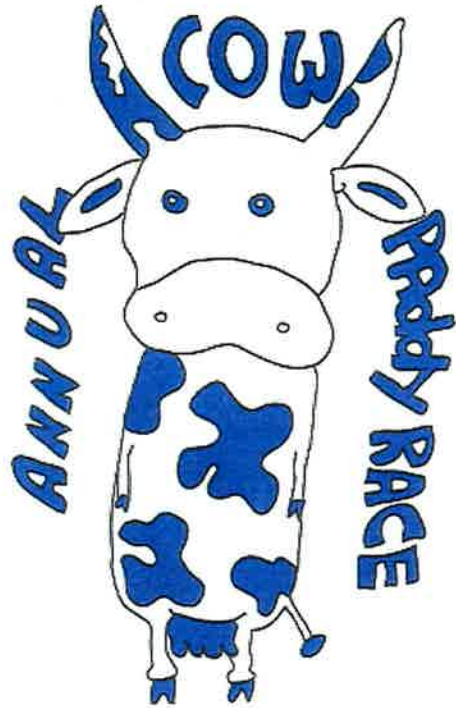
Lengthy project

"This (development of Gulley Park) has taken longer than I thought," Clark told Mrs. Gulley Thursday morning when they were discussing recent improvements and future plans. He said the contract to finish paving the walking/hiking trails would be let out this summer. Mrs. Gulley said she would like to see some of the old trees limbed up so a mower could get up next to them, allowing people to walk and sit under the trees. Clark said that was something to be done in the future.

Clark also said he appreciated the Butterfield EHC's donation of Mr. Gulley's bench, bringing the total number of benches available for the park to eight. He also thanked all the other service organizations and businesses that have been working to improve the park.

Money and volunteer labor will make a difference in the progress being made at Gulley Park. With some help from the community, Fred Gulley's park, a place where neighborhood children can feel safe to play, will become more than he ever dreamed it could be.

For more information about the park, call Clark at 442-9242.



COW PADDY FOUNDATION, INC.

ALLY MRACHEK, EXECUTIVE DIRECTOR

FPS COORDINATED SCHOOL HEALTH MEETING / JAN. 2014

ABOUT THE COW PADDY RUN

- An annual family-focused 5k and 1k fun run hosted at Gulley Park.
- From 1989 to the early 2000's, the race raised money for public schools and the construction of paths and the gazebo at Gulley Park.
- In 2010, a small group of young Fayettevillians with a passion for running decided to bring back the Cow Paddy Run; a race that was instrumental to their early adoption of running.
- Today, the Run raises money for The Cow Paddy Foundation and The Fayetteville Public Education Foundation (FPEF) to support fitness programming and otherwise unfunded educational projects.



Dash the Cow



ABOUT THE COW PADDY FOUNDATION, INC.

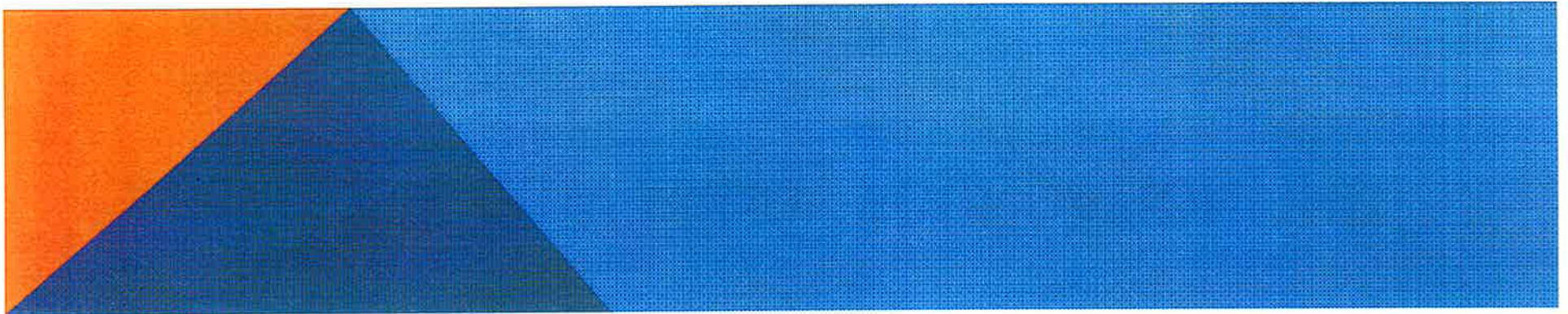
- Received 501(c) 3 non-profit status in 2011
- Awarded grant in 2013. Hired Executive Director and added three new Board members
- Create and support fitness and educational programming with the goal of improving academic success
 - Studies show that children who participate in 60 minutes of moderate or vigorous physical activity daily are at a reduced risk for physical and mental health issues and perform better academically
 - Most American children do not meet this physical activity recommendation
 - Arkansas' weekly physical activity requirements: 150 minutes (30 minutes/day)



*Our mission is to promote health and education
and bridge the gap between the two.*

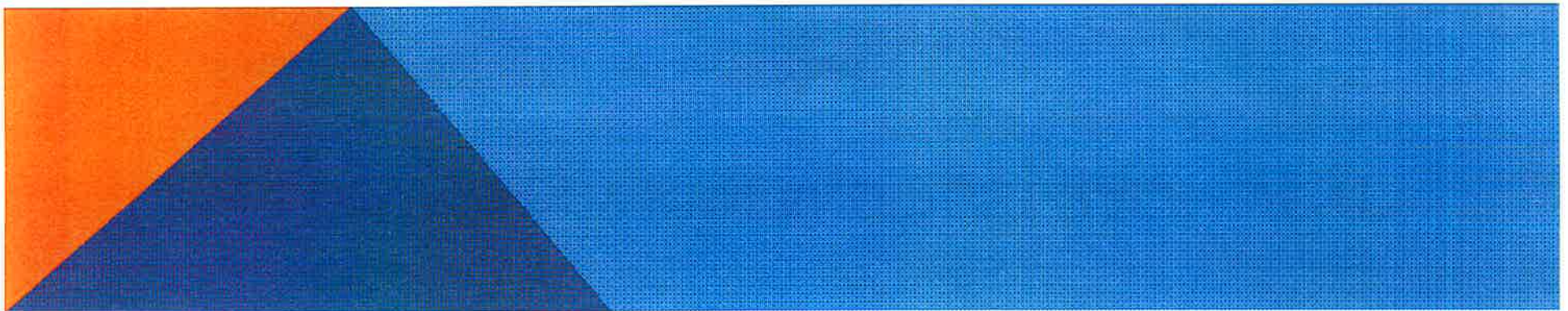
FOUNDATION EVENTS & PROGRAMMING

- Annual Cow Paddy Run
- Two youth running clubs
 - Asbell Elementary
 - Boys & Girls Club
- Asbell Elementary Roadrunner Day
- Parks & Recreation summer camp snack program, and potentially add to camp offerings
- *Running Club Leader Network*
- *Boys & Girls Club summer program*
- *Fire Dept. 9/11 Memorial event*



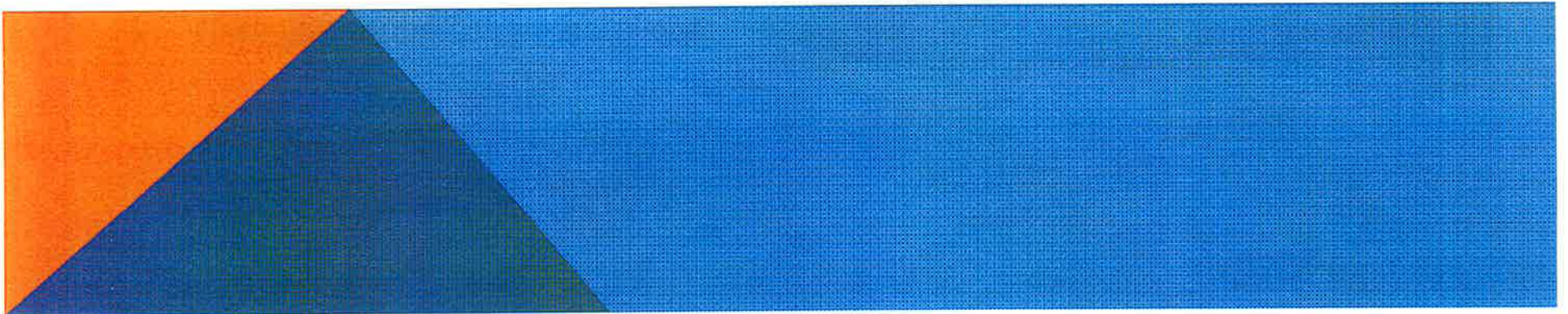
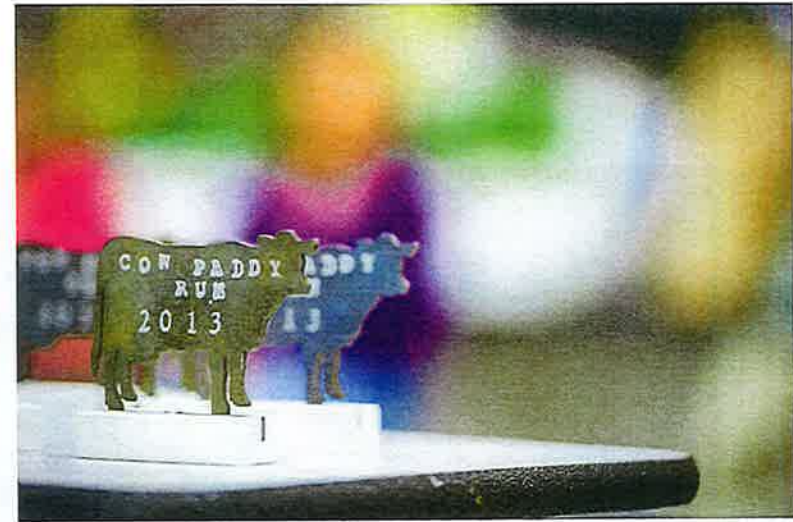
IMPACT SINCE 2011

- Over 700 runners, 185 were kids
 - *Goal: more kids at the race!*
- Almost \$16,000 donated to FPS educational projects and schools
- \$2,500 to schools with the largest number of race participants
- Annual race t-shirt design contest for Fayetteville schools' art classes



2014 COW PADDY RUN AND POST-RACE EVENT

- Friday, March 14th at 5:45pm and 6:00pm
- Eight youth running clubs sponsored
- Fitness related giveaways
- Costume contest
- Kids' medals
- Trophies for all 5k runners
- Cow Paddy Bingo (google it!)
- Food trucks
- Music



HOW CAN YOU GET INVOLVED?

- Run!
- Post a flyer at your school
- Like us on Facebook
- Follow us on Instagram
- Volunteer
- Donate



Contact Information:

Ally Mrachek, Executive Director

Email: cowpaddyrun@gmail.com

Phone: (479) 437-9554

Branson, Lisa

From: Marr, Don
Sent: Friday, April 25, 2014 7:15 PM
To: City_Clerk-old; Smith, Sondra; Branson, Lisa
Cc: Jordan, Lioneld; Broyles, Lana
Subject: Wade Caldwell Request for Agenda Session

Sondra – Will you please amend the City Council Agenda that went out to the City Council this week, and add on the Presentations at the end of the meeting (after any other presentation that is already included) Wade Coldwell – Presentation Land for Sale Adjacent to Gulley Park.

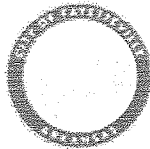
I have spoken to the Mayor Friday afternoon about Wade's request and he has approved for this to be added. I have communicated to Wade that we will send out a revised agenda on Monday, and that he would be on the Agenda Session Presentations section on Tuesday.

Thanks, Hope you have a good end of the week with your trip.

Don

Don Marr
Chief of Staff
Office of the Mayor
City of Fayetteville, Arkansas 72701
T 479.575.8330 | F 479.575.8257
[Facebook](#) | [Twitter](#) | [YouTube](#)

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Handed out at Agenda Session
4-29-14



STAFF MEMO

TO: Mayor Jordan
City Council

THRU: Don Marr, Chief of Staff

FROM: Jeremy Pate, Development Services Director *JP*

DATE: April 29, 2014

SUBJECT: Spring Street Municipal Parking Deck – Cost Estimate Update

BACKGROUND:

The Mayor has been committed to keeping the Council informed on the progress of this project, so we wanted to give you a brief update on where we stand after our latest round of review.

As we presented to the Council at the end of January when we received feedback on the east liner building, the City's design consultant for the Spring Street Municipal Parking Deck, Garver Engineers, completed 60% preliminary design drawings for the deck and north liner building by the end of March. While value engineering and final design is proceeding, we also requested updated cost estimates based on these 60% preliminary design drawings. Last week, on Wednesday, April 23, Baldwin & Shell, the Construction Manager for the project, submitted their preliminary cost estimates based on these drawings. There are two separate numbers I will reference, because we are paying for a majority of the project out of two separate funds: the Parking Deck Bond funds and from Parking Revenue. The shell of the basement in the northern liner building, to which the City Council committed constructing, is estimated at approximately \$623,606; that places us around \$223,000 above our current budget allocation. For the deck and south/east liner buildings, the estimated cost is currently \$5,977,578. To date, that places us around \$1.7 million above our current budget allocation.

Construction	Apr 2014	Nov 2013	Nov 2012/Budget
Parking Deck & S/E Liner Building	\$5,977,578	\$5,241,257	\$4,202,948
North Liner Basement Shell	\$623,606	\$482,753	\$400,000

Because the construction of the parking deck will remove the current Walton Arts Center administrative offices, the City also agreed to replace their lost office space as part of this project, approximately 5,500 square feet. In total, the cost estimates based on 60% preliminary design drawings are approximately \$1,971,177 above our current budgeted allocation, including all city design costs and Walton Arts Center related items such as leasing temporary offices, moving expenses, and replacement office space. Please see the attached worksheet comparing the budget and current estimated costs.

The City, Walton Arts Center and our design consultants were disappointed to see the numbers for both the deck and the north liner building had increased, particularly after working diligently on value engineering many items to reduce costs over several months. Some of the line items that increased are easily explained: concrete materials and labor are increasing in cost regionally 10-15%, and this being a concrete parking deck, it has a direct proportional impact. The addition of the east liner building and relocation of stormwater structures to allow for the opportunity for a housing liner building on the east side as supported by the Council also has some direct costs that can be seen in the new estimates. However, other increases are not so apparently explained and deserve more detailed examination.

While this is not positive news now, the good thing about this is that it remains an estimate, and these are not final numbers. Garver and the City have begun the process of reviewing line items of materials, quantities, and design decisions in an effort to reduce the cost, and have already identified approximately \$417,000 in potential price reductions. Garver has submitted a letter (attached) briefly explaining their recommendation. We will continue working to get the costs to a reasonable level for which we feel the deck as designed could be constructed. We do believe it is important that the Council knows that given the current design, the parking deck is not going to come in at the original construction cost budget developed in 2012 of \$4.2 million without dramatic design changes. The City and Walton Arts Center are also seeing higher cost estimates than were originally estimated for the office space, and we are working together to bring in a project that can feasibly and realistically be constructed, given the time and budget constraints.

We also feel it is important to keep the project on the current schedule as much as possible, to reduce the impact of increasing cost due to time delay. Time is money, and the City's projects are no exception. Our recommendation at this point is to continue working together with the design teams and Walton Arts Center to get to a point where we can get actual bid pricing, thereby giving the City a clear picture of decisions that need to be made in order to construct the deck as designed.

Attachments:
Budget/Cost Estimate Comparison
Letter from Garver Engineers

Breakdown of City Budgeted vs. Costs	Total	Parking Revenue	Parking Bond Funds	Water/Sewer Fund
City Budget	\$ 6,812,964	\$ 735,900	\$ 5,857,832	\$ 219,232
City Costs	\$ 8,784,141	\$ 987,506	\$ 7,587,403	\$ 219,232
Budget vs Cost (over budget)	\$ (1,971,177)	\$ (251,606)	\$ (1,729,571)	\$ -

Apr-14



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com



April 25, 2014

Jeremy Pate, Development Services Director
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Spring Street Parking Deck
DD Cost Estimate Review

Dear Mr. Pate:

We are currently in the process of reviewing the draft of the DD Phase Cost Estimates that were prepared by Baldwin & Shell dated April 23, 2014. Since the Schematic Design Estimates were finalized, the design team has taken additional measures to further reduce the construction costs during the design development phase. These measures include the removal of one tray of parking from the top of the parking deck and the redesign of the northern end of the parking deck structure to eliminate two corners along the exterior of the structure near the existing Walton Arts Center facility. This reduced the number of piers, foundations, and deck surface.

Due to these reductions, our expectations were that the DD estimates would be lower even though we have seen a 10-15% increase in the concrete materials cost and the eastern liner building was added back to the project by the City Council.

After a cursory review of the numbers, we have already identified items that can be removed from the estimates that will make a significant difference in developing the final DD cost estimate with little effect on the project. These items include:

Redesign to Remove Bank Shoring & Underpinning	\$ 92,000
Redesign pipe system to reduce Trench Safety cost	\$ 75,000
Rainwater Harvesting Tank Size Reduction	\$150,000
Electrical	<u>\$100,000</u>
SUB-TOTAL	\$417,000

A more thorough review will result in additional identified items that can be considered for reduction.

In addition, based on information provided by Baldwin & Shell we should expect to get bid prices that are lower than the price quotes that they have obtained from various suppliers and subcontractors.

Mr. Pate
April 25, 2014
Page 2 of 2

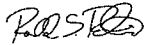
We also have the potential for further reducing the project cost by eliminating the eastern liner building to provide the space for the residential housing units. The cost reduction was previously estimated to be \$340,000.

Therefore, we recommend that the April 23, 2014 Baldwin & Shell estimate continue to be considered as a draft until we have the opportunity to further vet these mentioned items and review for the additional value engineering items

Please call me if you have any questions.

Sincerely,

GARVER



Digitally Signed
2014-04-25 15:12:05:00

Ron Petrie, P.E.
Senior Project Manager



TO THE CITY OF FAYETTEVILLE

Mary Lou Dunn would like to present to the City the property for sale for the intended use to keep Gulley Park a diamond in the middle of Fayetteville.

The Dunn's family wish is for the land to be preserved and kept a park. Due to many factors, the family has decided it is time to sell the property, and of course we want the City to consider purchasing it prior to the marketing of the property to developers.

Recent land sales to develop similar property on Old Wire Road have happened in just the past year with the new development already completed and construction of new homes beginning.

This particular project sold for approximately \$60,000.00 per acre.

RESIDENTIAL AND COMMERCIAL REAL ESTATE
3263 North College Ave. • Fayetteville, AR 72703 • (479) 521-5600 • Fax (479) 521-5698
website: www.bassettmix.com

THE STANDARD OF EXCELLENCE
Working For You



Bassett Mix and Associates values the property adjacent to Gulley Park at \$70,000.00 per acre as the land is already equipped with all utilities including main sewer lines that run North to South. A perfect set up for development like no other piece of land in the heart of Fayetteville. Of course the location next to the park would be very valuable to a developer.

Both houses are currently assessed for a total of \$303,700.00 and the 30 x 40 shop would cost \$60,000.00 or more to replace today. It has a concrete floor, electricity, water with a bathroom, heat and air and is insulated. And a special vacuum system for building furniture and removing saw dust. It is a very nice set up and could provide many uses for the City of Fayetteville.

This brings the total value to \$1,130,200.00 and with closing cost involved and the move for the family we would like to present it to the City of Fayetteville for \$1,300,000.00 as we feel this is a value price to the City of Fayetteville before we market the property to a

developer. Mrs. Dunn will only consider selling the houses and land as a package deal.

Bassett Mix and Associates will be placing the property on the market the week of March 31, 2014.

Thank you for your consideration.

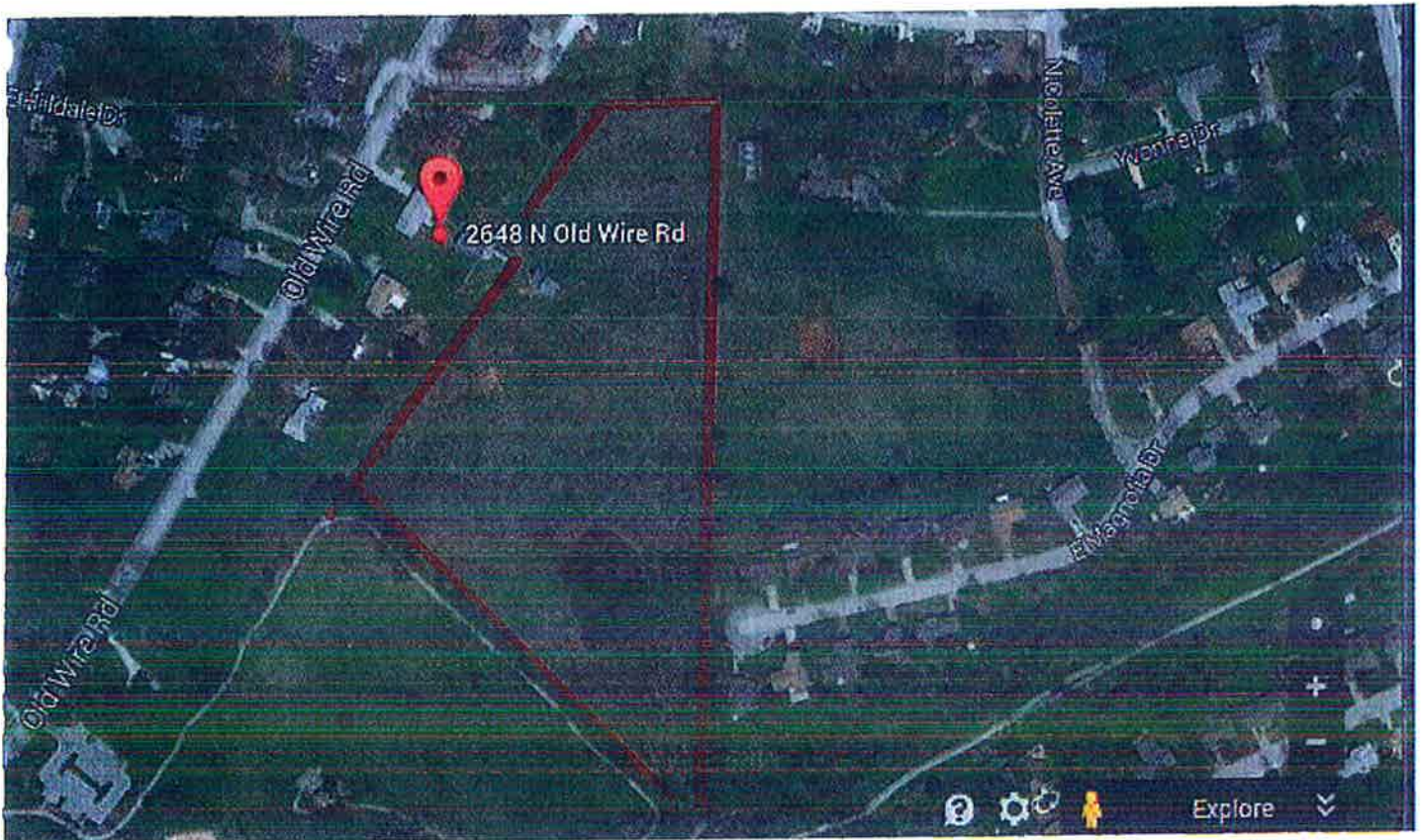
A handwritten signature in blue ink, appearing to read "David Mix". The signature is fluid and cursive, with the first name "David" written in a larger, more prominent script than the last name "Mix".

David Mix

President/Owner

Bassett Mix and Assoc.





9.7 Acres adjacent to Gulley Park

Parcel: 765-16080-000
Prev. Parcel: 149063-000-00
As of: 1/17/2014

Washington County Report

ID: 53806

Property Owner

Name: DUNN, ALLEN L & MARY L

Property Information

Physical Address: N OLD WIRE RD

Mailing Address: 2648 N OLD WIRE RD
FAYETTEVILLE, AR 72703-3771

Subdivision: 36-17-30 FAYETTEVILLE OUTLOTS

Block / Lot:

Type: (AM) - Agri U Misc Imps

S-T-R: 36-17-30

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Size (in Acres): 9.700

Millage Rate: 53.75

Extended Legal: PT W/2 SE PT E/2 SW 9.7 A

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$1,700	\$340	\$340
Building:	\$500	\$100	\$100
Total:	\$2,200	\$440	\$440

Homestead Credit: \$0.00

Status: (N) - No Adj

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
Pasture(15)	0.300	Acres
Pasture(04)	0.540	Acres
Pasture(13)	4.110	Acres
Pasture(13)	4.750	Acres

Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-16080-000
 Prev. Parcel: 149063-000-00
 As of: 1/17/2014

Washington County Report

ID: 53806

History:

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	Net Total Tax	Total Tax Paid	Amount Due
2012	\$440	\$23.65	\$0.00	\$0.00	\$0.00	\$0.00	\$23.65	\$23.65	\$0.00
2011	\$440	\$23.65	\$0.00	\$0.00	\$0.00	\$0.00	\$23.65	\$23.65	\$0.00
2010	\$429	\$23.27	\$0.00	\$0.00	\$0.00	\$0.00	\$23.27	\$23.27	\$0.00
2009	\$390	\$20.09	\$0.00	\$0.00	\$0.00	\$0.00	\$20.09	\$20.09	\$0.00
2008	\$390	\$20.09	\$0.00	\$0.00	\$0.00	\$0.00	\$20.09	\$20.09	\$0.00
2007	\$390	\$20.12	\$0.00	\$0.00	\$0.00	\$0.00	\$20.12	\$20.12	\$0.00

Available Tax Payment Receipt(s):

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty	Payment
2012	76933	10/15/2013	\$23.65	\$0.00	\$0.00	\$0.00	\$0.00	\$23.65
2011	80584	10/19/2012	\$23.65	\$0.00	\$0.00	\$0.00	\$0.00	\$23.65
2010	77034	10/19/2011	\$23.27	\$0.00	\$0.00	\$0.00	\$0.00	\$23.27
2009	56852	10/7/2010	\$20.09	\$0.00	\$0.00	\$0.00	\$0.00	\$20.09
2008	67590	10/13/2009	\$20.09	\$0.00	\$0.00	\$0.00	\$0.00	\$20.09
2007	56550	10/7/2008	\$20.12	\$0.00	\$0.00	\$0.00	\$0.00	\$20.12

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
1/1/1985	93	19847	Warr. Deed	4.40	\$4,000	DUNN, ALLEN L. & MARY L. 2648 OLD WIRE RD	Insufficient Amount	

Details for Residential Card 1:

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
			N/A		N/A	N/A	N/A	N/A		N/A

Exterior Wall: N/A
 Foundation: N/A
 Floor Struct: N/A
 Floor Cover: N/A
 Insulation: N/A
 Roof Cover: N/A
 Roof Type: N/A

Plumbing: N/A
 Fireplace: N/A
 Heat / Cool: N/A
 Basement: N/A
 Basement Area: N/A
 Year Remodeled: N/A
 Style: N/A

Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-16080-000
Prev. Parcel: 149063-000-00
As of: 1/17/2014

Washington County Report

ID: 53806

.buildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Outbuilding,frame		7x30			
General Purpose Barn		20x35			

Parcel: 765-16080-000

Washington County Report

ID: 53806

Prev. Parcel: 149063-000-00

As of: 1/17/2014

From: *Dunn's*



Not a Legal Document.

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www.actDataScout.com

Parcel: 765-16092-000
Prev. Parcel: 149075-000-00
As of: 1/17/2014

Washington County Report

ID: 53821

Property Owner

Name: DUNN, ALLEN L & MARY L

Property Information

Physical Address: 2648 N OLD WIRE RD

Mailing Address: 2648 N OLD WIRE RD
FAYETTEVILLE, AR 72703-3771

Subdivision: 36-17-30 FAYETTEVILLE OUTLOTS

Block / Lot:

Type: (RI) - Res. Improv.

S-T-R: 36-17-30

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Size (in Acres): 0.000

Millage Rate: 53.75

Extended Legal: PT NE SW .75 A

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$54,000	\$10,800	\$7,680
Building:	\$114,000	\$22,800	\$11,723
Total:	\$168,000	\$33,600	\$19,403

Homestead Credit: \$350.00

Status: (F) - Fixed

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	1.000	House Lot

Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-16092-000
 Prev. Parcel: 149075-000-00
 As of: 1/17/2014

Washington County Report

ID: 53821

History:

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	Net Total Tax	Total Tax Paid	Amount Due
2012	\$19,403	\$1,042.91	\$0.00	\$0.00	\$0.00	\$350.00	\$692.91	\$692.91	\$0.00
2011	\$19,403	\$1,042.91	\$0.00	\$0.00	\$0.00	\$350.00	\$692.91	\$692.91	\$0.00
2010	\$19,403	\$1,052.61	\$0.00	\$0.00	\$0.00	\$350.00	\$702.61	\$702.61	\$0.00
2009	\$19,403	\$999.25	\$0.00	\$0.00	\$0.00	\$350.00	\$649.25	\$649.25	\$0.00
2008	\$19,403	\$999.25	\$0.00	\$0.00	\$0.00	\$350.00	\$649.25	\$649.25	\$0.00
2007	\$19,403	\$1,001.19	\$0.00	\$0.00	\$0.00	\$350.00	\$651.19	\$651.19	\$0.00

Available Tax Payment Receipt(s):

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty	Payment
2012	76933	10/15/2013	\$692.91	\$0.00	\$0.00	\$0.00	\$0.00	\$692.91
2011	80584	10/19/2012	\$692.91	\$0.00	\$0.00	\$0.00	\$0.00	\$692.91
2010	77034	10/19/2011	\$702.61	\$0.00	\$0.00	\$0.00	\$0.00	\$702.61
2009	56852	10/7/2010	\$649.25	\$0.00	\$0.00	\$0.00	\$0.00	\$649.25
2008	67590	10/13/2009	\$649.25	\$0.00	\$0.00	\$0.00	\$0.00	\$649.25
2007	56550	10/7/2008	\$651.19	\$0.00	\$0.00	\$0.00	\$0.00	\$651.19

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
6/22/1959	526	444	Warr. Deed	0.00	\$0	DUNN, ALLEN L & MARY L		

Details for Residential Card 1:

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Masonry Veneer	1567	0	1567	4+5	1961	49	Average	N/A

Exterior Wall: BV

Foundation: Closed Piers

Floor Struct: Wood with subfloor

Floor Cover: Carpet & Tile

Insulation: Ceilings Walls

Roof Cover: Asphalt Shingle

Roof Type: Gable

Plumbing: Full: 1 Half: 1

Fireplace: Type: 1s Sgl.

Heat / Cool: Central

Basement: N/A

Basement Area: N/A

Year Remodeled: N/A

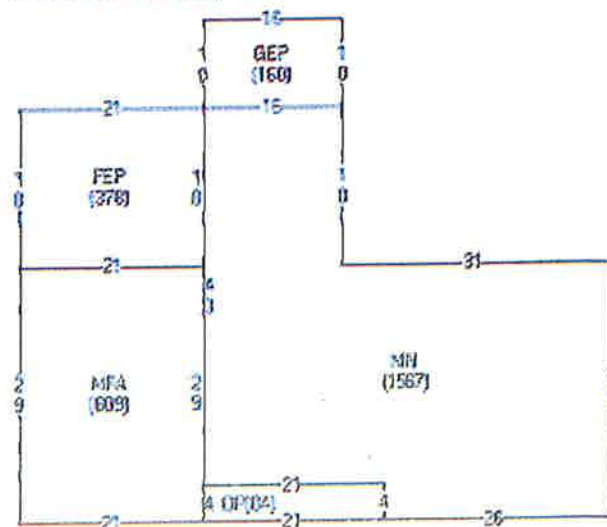
Style: N/A

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www.aciDataScout.com

DataScout, LLC



Base Structure:

Item	Label	Description	Area
A	MN	Main Living Area	1567
B	MFA	Garage - masonry finished, att	609
C	GEP	Porch, glass enclosed	160
D	FEP	Frame enclosed porch	378
E	OP	Porch, open	84

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Fence, chain link 4'		188	1		
Utility Bldg, Avg, Std Class		30x40	1		
Gravel Driveway					
Fence, wood 6'		121			
Driveway, concrete		18x80			
Driveway, concrete		15x16			

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Parcel: 765-16092-000
Prev. Parcel: 149075-000-00
As of: 1/17/2014

Washington County Report

ID: 53821

Map of: **Dunn's**



• 75 Acre

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Parcel: 765-16095-000
Prev. Parcel: 149078-000-00
As of: 1/17/2014

Washington County Report

ID: 53824

Property Owner

Name: DUNN, ALLEN & MARY L

Property Information

Physical Address: 2634 N OLD WIRE RD

Mailing Address: 2634 N OLD WIRE RD
FAYETTEVILLE, AR 72703-3771

Subdivision: 36-17-30 FAYETTEVILLE OUTLOTS

Type: (RI) - Res. Improv.

Block / Lot:

S-T-R: 36-17-30

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Size (in Acres): 0.000

Millage Rate: 53.75

Extended Legal: PT NE SW .50 A

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$42,750	\$8,550	\$8,550
Building:	\$92,950	\$18,590	\$18,590
Total:	\$135,700	\$27,140	\$27,140

Homestead Credit: \$0.00

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	1.000	House Lot

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Parcel: 765-16095-000
 Prev. Parcel: 149078-000-00
 As of: 1/17/2014

Washington County Report

ID: 53824

History:

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	Net Total Tax	Total Tax Paid	Amount Due
2012	\$27,140	\$1,458.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.78	\$1,458.78	\$0.00
2011	\$27,140	\$1,458.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.78	\$1,458.78	\$0.00
2010	\$27,140	\$1,472.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1,472.35	\$1,472.35	\$0.00
2009	\$31,020	\$1,597.53	\$0.00	\$0.00	\$0.00	\$0.00	\$1,597.53	\$1,597.53	\$0.00
2008	\$29,700	\$1,529.55	\$0.00	\$0.00	\$0.00	\$0.00	\$1,529.55	\$1,529.55	\$0.00
2007	\$27,225	\$1,404.81	\$0.00	\$0.00	\$0.00	\$0.00	\$1,404.81	\$1,404.81	\$0.00

Available Tax Payment Receipt(s):

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty	Payment
2012	76933	10/15/2013	\$1,458.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.78
2011	80584	10/19/2012	\$1,458.78	\$0.00	\$0.00	\$0.00	\$0.00	\$1,458.78
2010	77034	10/19/2011	\$1,472.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1,472.35
2009	56852	10/7/2010	\$1,597.53	\$0.00	\$0.00	\$0.00	\$0.00	\$1,597.53
2008	67590	10/13/2009	\$1,529.55	\$0.00	\$0.00	\$0.00	\$0.00	\$1,529.55
2007	56550	10/7/2008	\$1,404.81	\$0.00	\$0.00	\$0.00	\$0.00	\$1,404.81

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
5/20/1993	93	27263	Warr. Deed	0.00	\$0	DUNN, ALLEN & MARY L. 2634 OLD WIRE RD		
3/29/1993	93	15833	FidDeed	0.00	\$0	DAVENPORT, RICHARD E.		
2/16/1993	93	20041		0.00	\$0	DUNN, ALLEN		
6/30/1992	92	33142	Warr. Deed	0.00	\$0	HENDRICKS, BERTHA E. TRUSTEE OF BERTHA E. HENDRICKS TRUST		
1/1/1985	622	135		0.00	\$0	HENDRICKS, GLENN G. & BERTHA E.		

Details for Residential Card 1:

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Masonry Veneer	1895	0	1895	4+5	1963	47	Average	N/A

Exterior Wall: BV

Foundation: Closed Piers

Floor Struct: Wood with subfloor

Floor Cover: Carpet & Tile

Plumbing: Full: 1 Half: 1

Fireplace: N/A

Heat / Cool: HotAir/F

Basement: N/A

Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-16095-000

Washington County Report

ID: 53824

Prev. Parcel: 149078-000-00

As of: 1/17/2014

7: *Dunn's*



• 50 Acre

Not a Legal Document.

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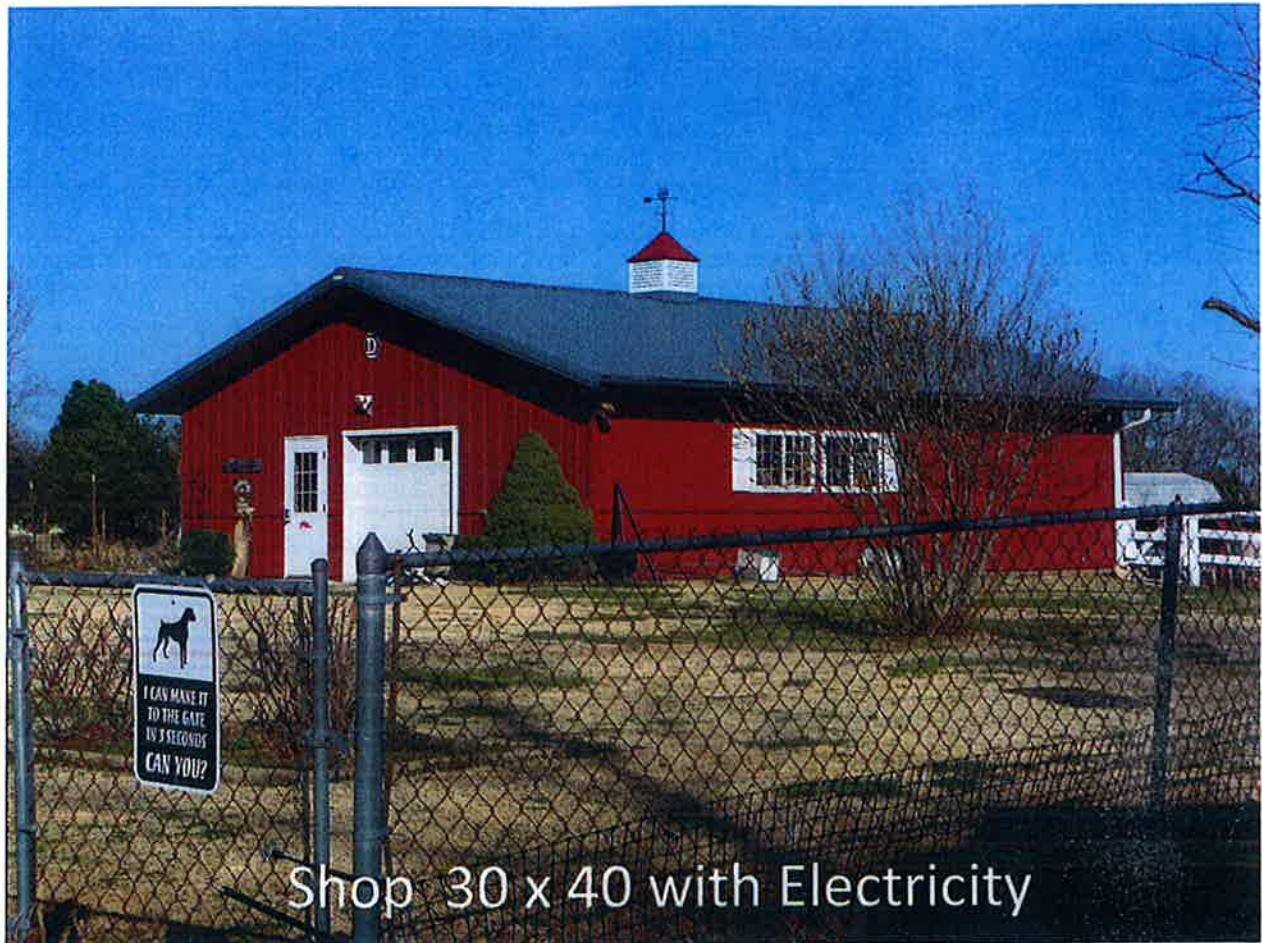
www.actDataScout.com



2648 N. Old Wire Road



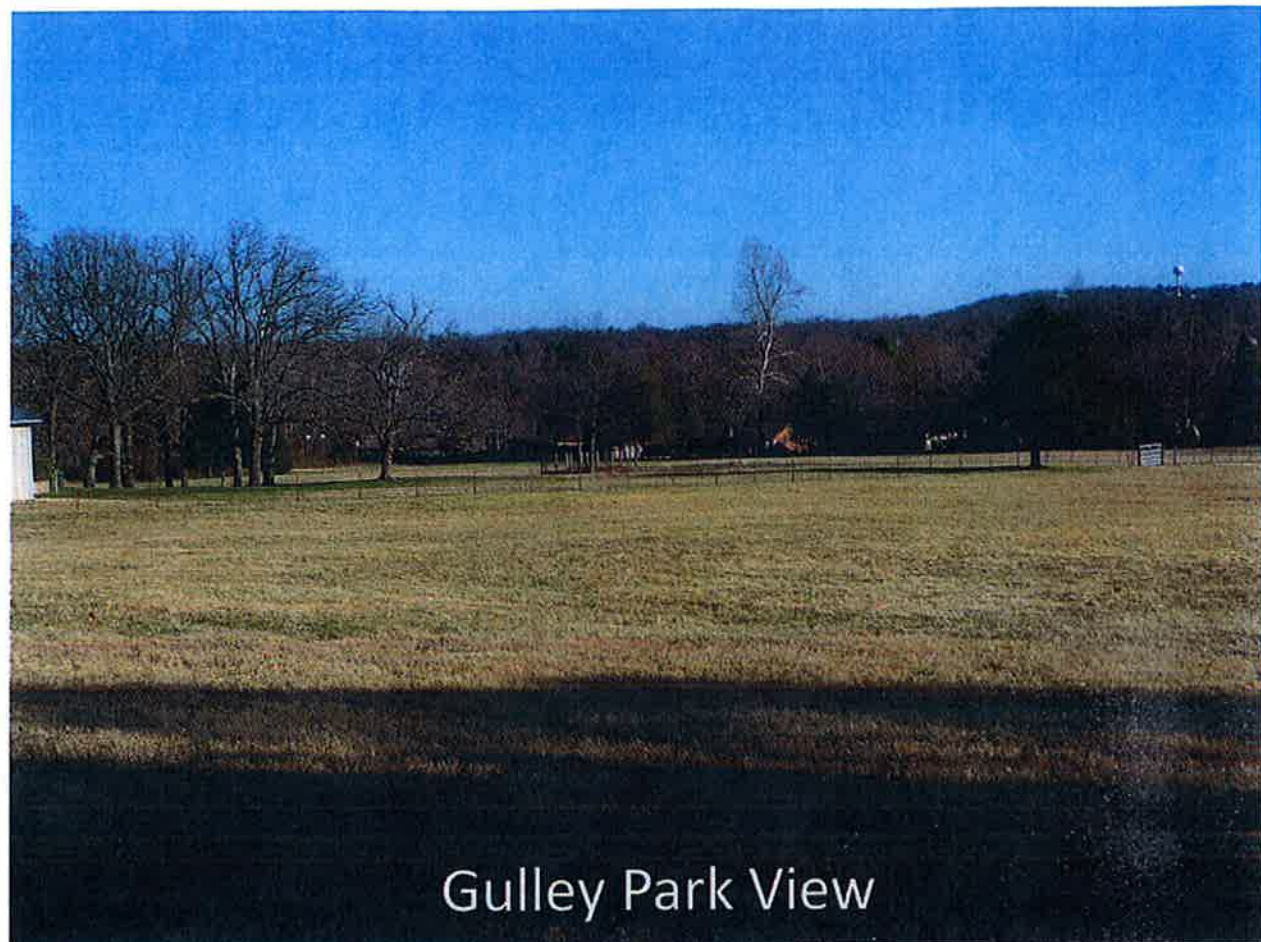
2634 N. Old Wire Road



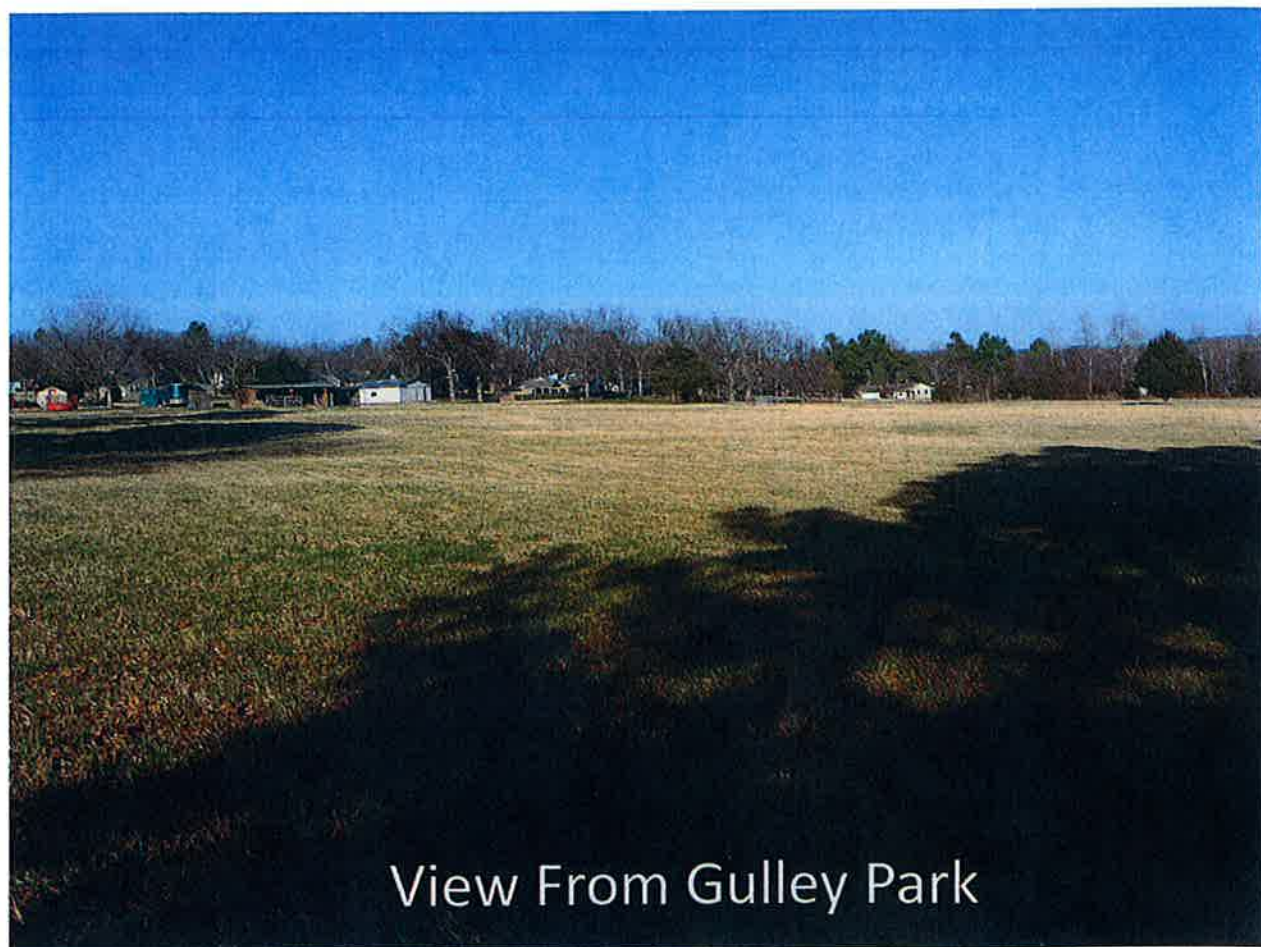
Shop 30 x 40 with Electricity



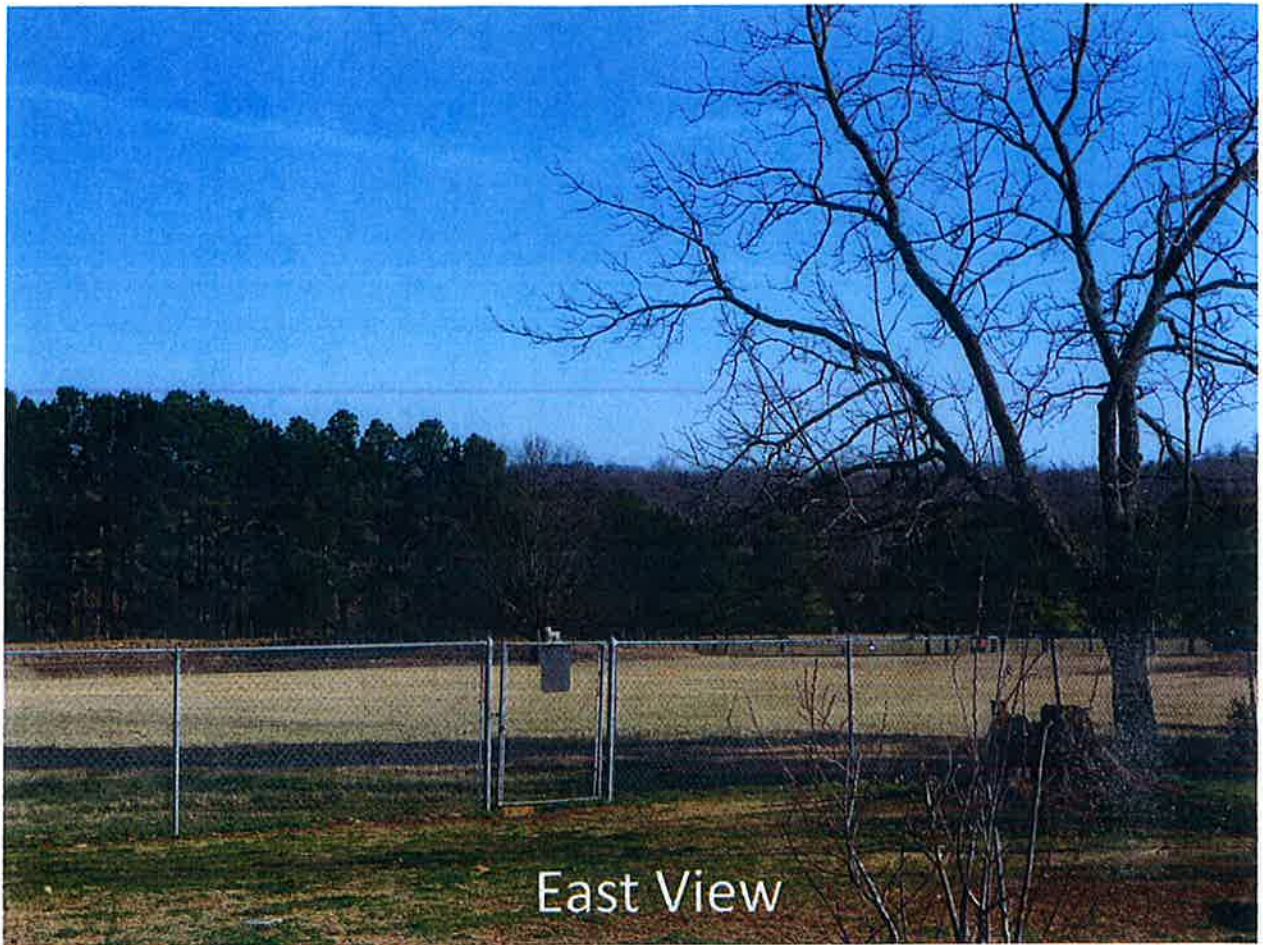
South View of 2648 Old Wire Rd.

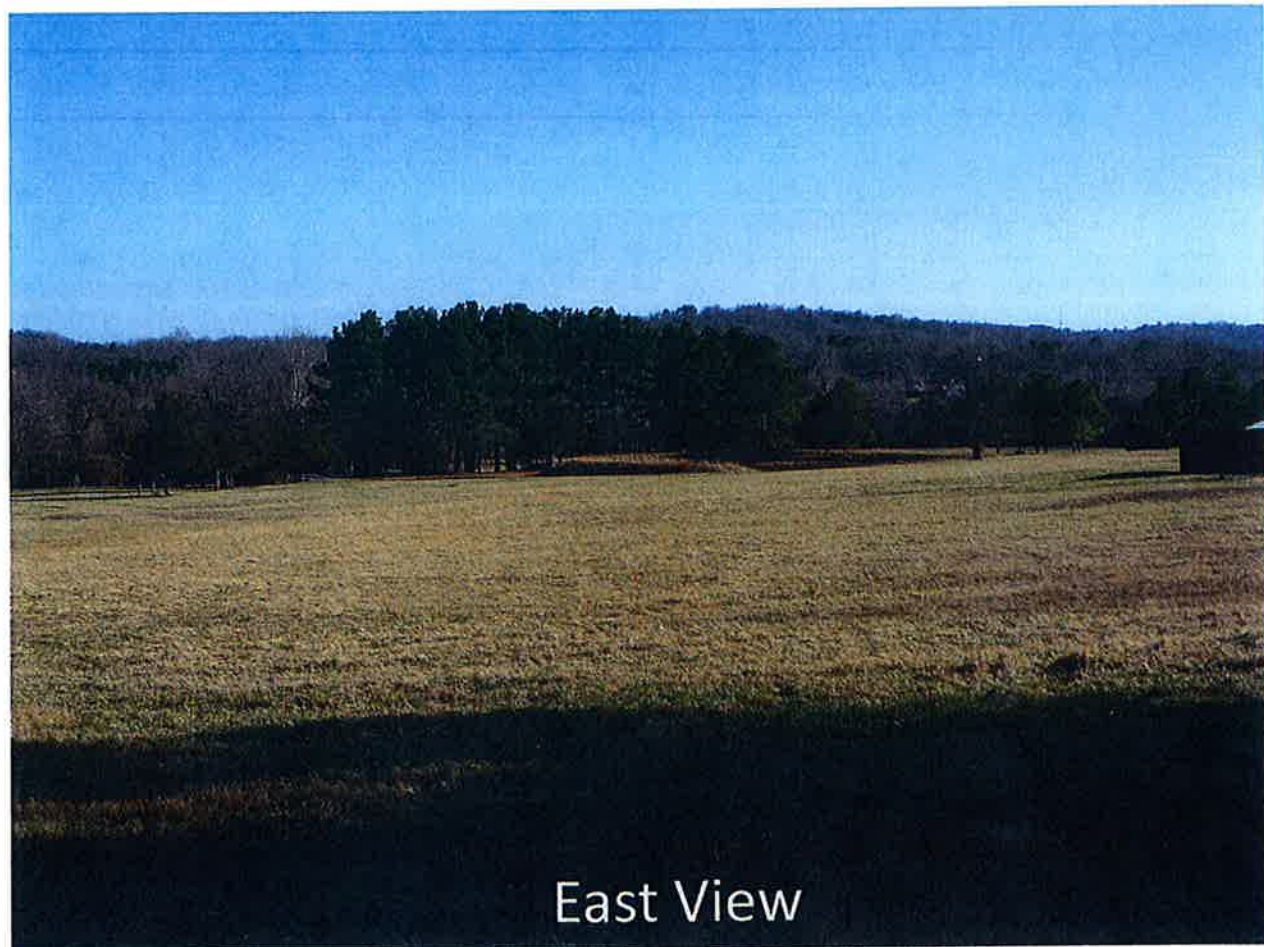
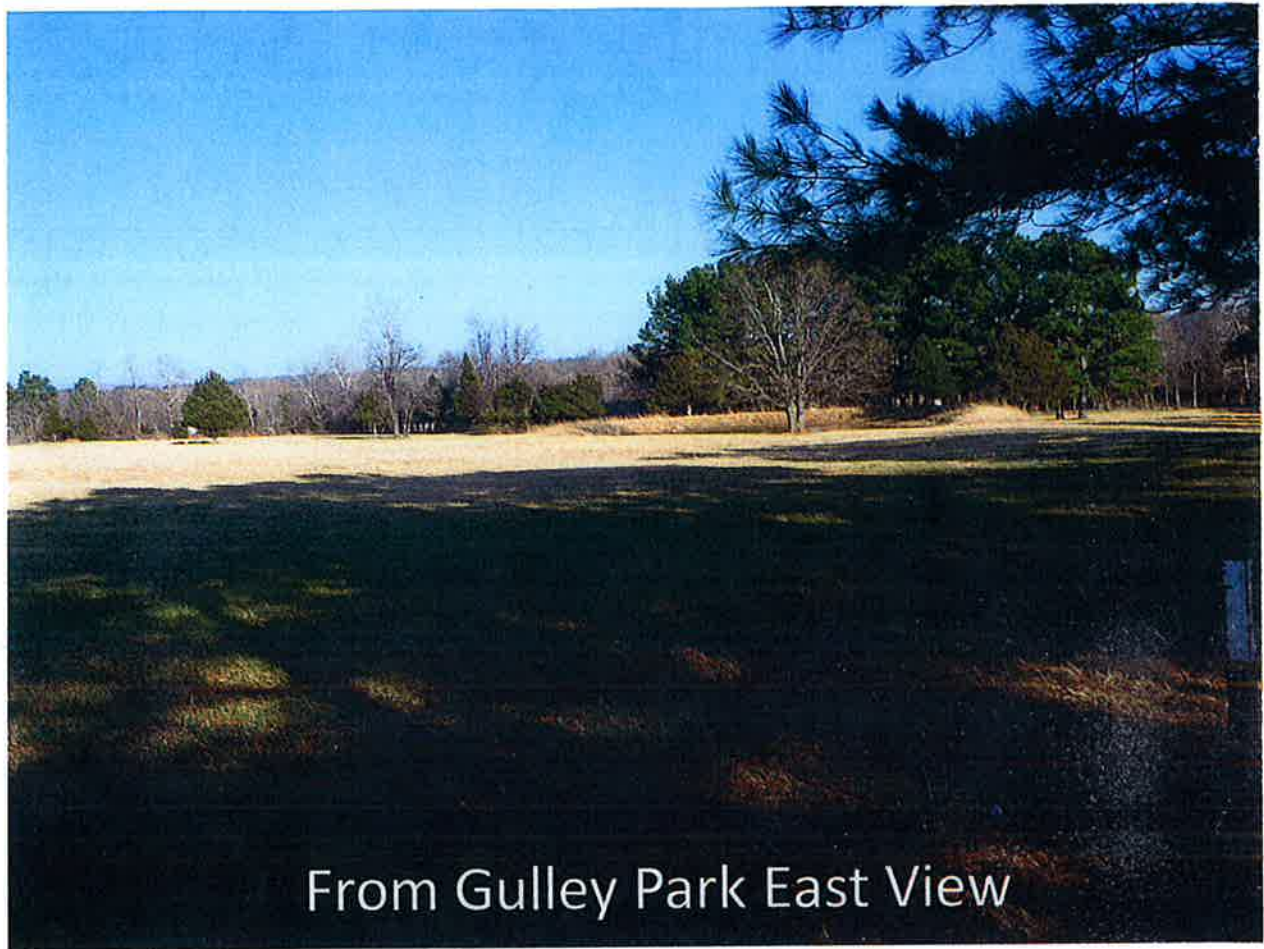


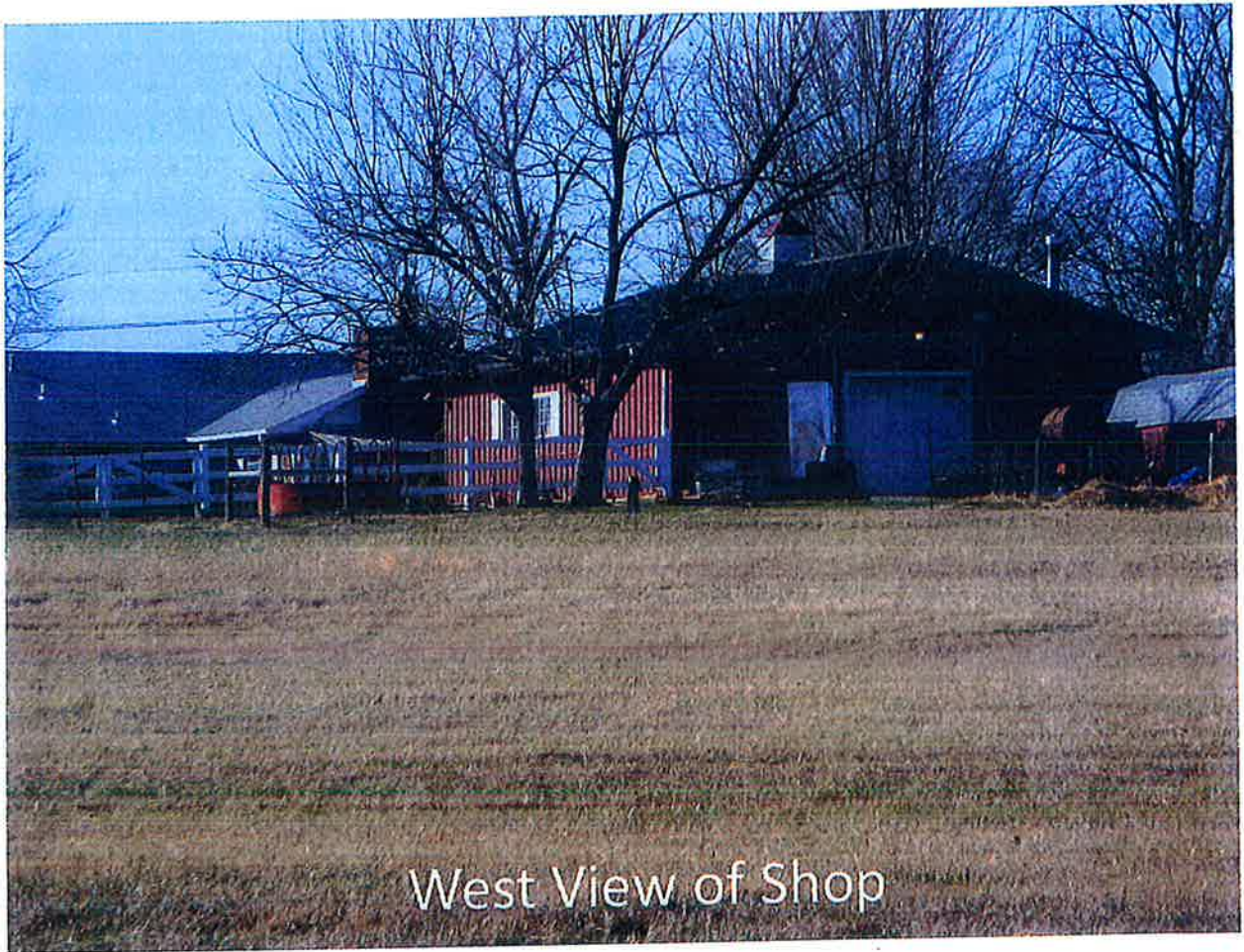
Gulley Park View



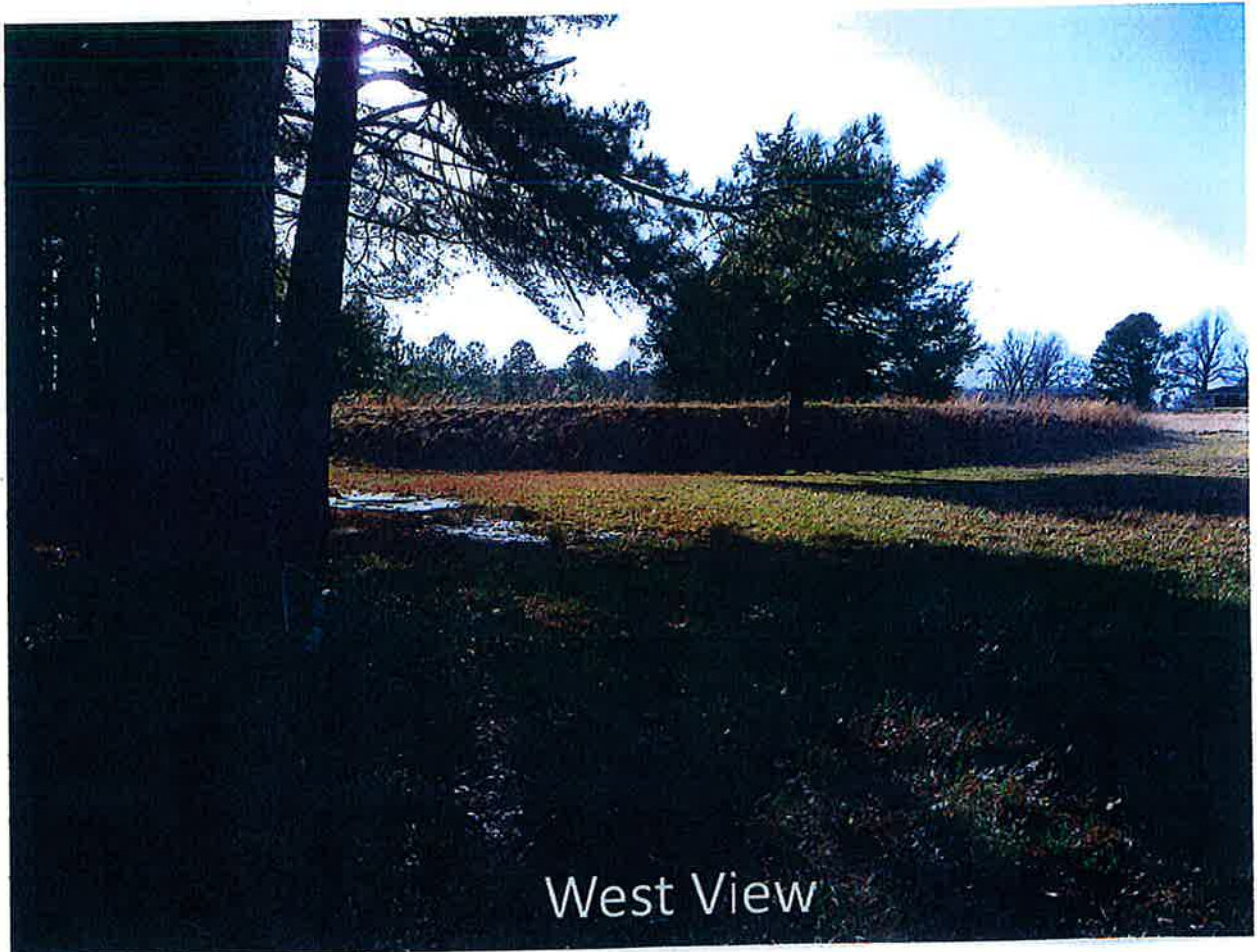
View From Gulley Park



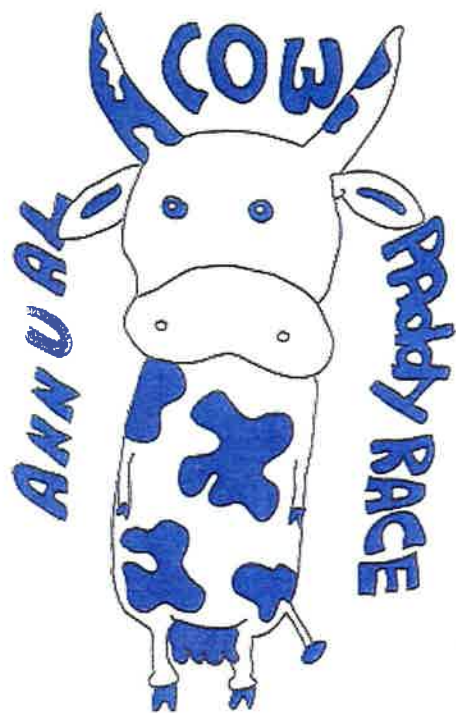




West View of Shop



West View



COW PADDY FOUNDATION, INC.

ALLY MRACHEK, EXECUTIVE DIRECTOR

FPS COORDINATED SCHOOL HEALTH MEETING / JAN. 2014

ABOUT THE COW PADDY RUN

- An annual family-focused 5k and 1k fun run hosted at Gulley Park.
- From 1989 to the early 2000's, the race raised money for public schools and the construction of paths and the gazebo at Gulley Park.
- In 2010, a small group of young Fayettevillians with a passion for running decided to bring back the Cow Paddy Run; a race that was instrumental to their early adoption of running.
- Today, the Run raises money for The Cow Paddy Foundation and The Fayetteville Public Education Foundation (FPEF) to support fitness programming and otherwise unfunded educational projects.



Dash the Cow



ABOUT THE COW PADDY FOUNDATION, INC.

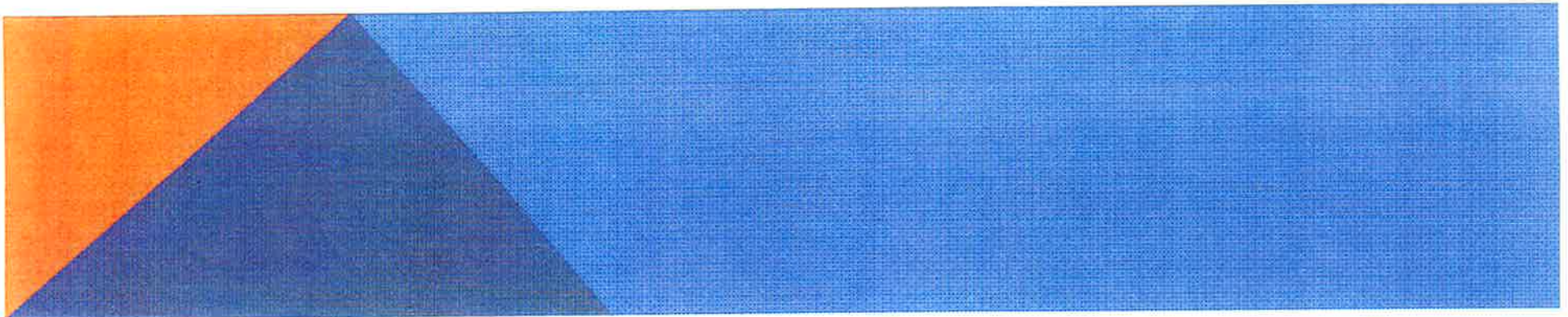
- Received 501(c) 3 non-profit status in 2011
- Awarded grant in 2013. Hired Executive Director and added three new Board members
- Create and support fitness and educational programming with the goal of improving academic success
 - Studies show that children who participate in 60 minutes of moderate or vigorous physical activity daily are at a reduced risk for physical and mental health issues and perform better academically
 - Most American children do not meet this physical activity recommendation
 - Arkansas' weekly physical activity requirements: 150 minutes (30 minutes/day)



*Our mission is to promote health and education
and bridge the gap between the two.*

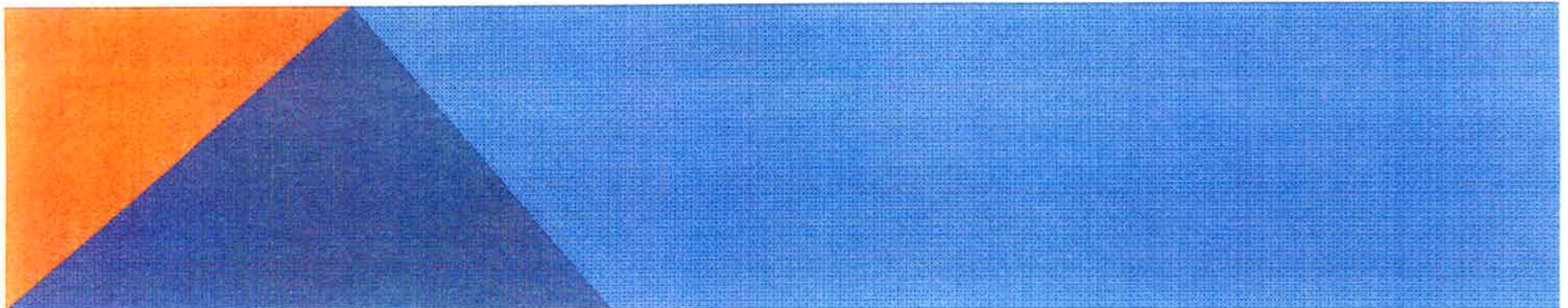
FOUNDATION EVENTS & PROGRAMMING

- Annual Cow Paddy Run
- Two youth running clubs
 - Asbell Elementary
 - Boys & Girls Club
- Asbell Elementary Roadrunner Day
- Parks & Recreation summer camp snack program, and potentially add to camp offerings
- *Running Club Leader Network*
- *Boys & Girls Club summer program*
- *Fire Dept. 9/11 Memorial event*



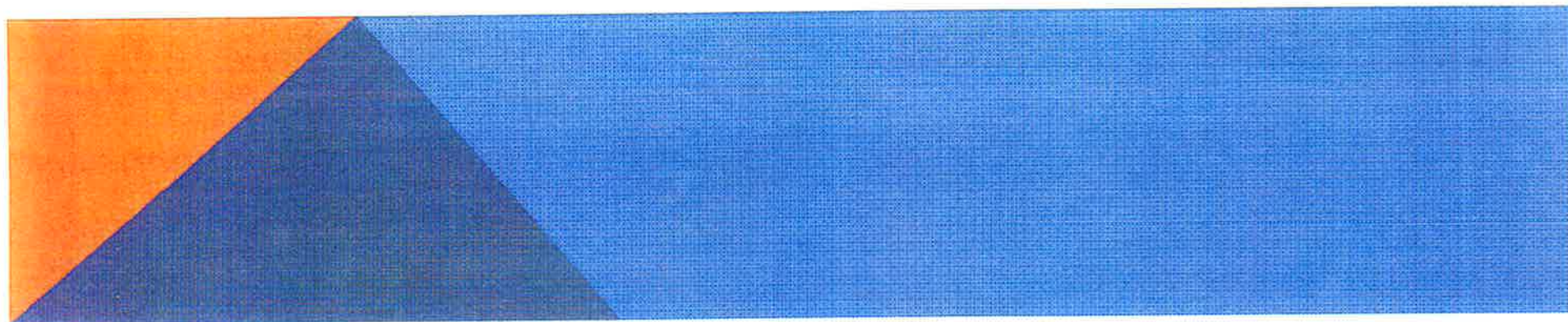
IMPACT SINCE 2011

- Over 700 runners, 185 were kids
 - *Goal: more kids at the race!*
- Almost \$16,000 donated to FPS educational projects and schools
- \$2,500 to schools with the largest number of race participants
- Annual race t-shirt design contest for Fayetteville schools' art classes



2014 COW PADDY RUN AND POST-RACE EVENT

- Friday, March 14th at 5:45pm and 6:00pm
- Eight youth running clubs sponsored
- Fitness related giveaways
- Costume contest
- Kids' medals
- Trophies for all 5k runners
- Cow Paddy Bingo (google it!)
- Food trucks
- Music



HOW CAN YOU GET INVOLVED?

- Run!
- Post a flyer at your school
- Like us on Facebook
- Follow us on Instagram
- Volunteer
- Donate



Contact Information:

Ally Mrachek, Executive Director

Email: cowpaddyrun@gmail.com

Phone: (479) 437-9554

Gulley Park: A place for kids, families

By SUZETTE SLOATE
Times Lifestyles Writer

If Fred Gulley were alive today he would be proud to know that a portion of his farm is a place where children can play and families can enjoy spending time together.

According to Floy Gulley, his wife, neighborhood children have always played on the couple's farm.

"All the kids used to play here when Fred was around, and he called it his park because of the way the kids liked to play here," Mrs. Gulley said.

Fred Gulley was born in 1901 and lived on the land where Gulley Park is now located most of his life. Gulley Park is located just off Township and Old Wire Road. Mrs. Gulley said the couple built their house on the land in 1946 after Fred returned from the service. During the first year, they grew corn and other crops, and in 1947, they switched to dairy cows.

Bathed in creek

"We used to take baths in the creek down below where the second bridge is now," Mrs. Gulley said. "There was a big swimming hole there, and we'd have to wait until late, after we finished work, and all the kids were gone."

When asked how the idea for turning the farmland into a park got started, Mrs. Gulley explained that Wade Colwell instigated the transformation.

"One day we were walking along out here, and he asked about buying it for a park, and we made a deal," Mrs. Gulley said. "I mostly did it for Fred. It was always his park."

Colwell said it was important to him that the Gulley farm remain a place where children could play and families could enjoy its beauty.

"As a kid I used to swim and fish in the ponds and play in the barn," Colwell said. "So I approached Mrs. Gulley about selling the land to the city."



Floy Gulley, left, rests on the bench recently donated to Gulley Park in memory of her husband, Fred. Beside Mrs. Gulley is Patty Malone, and behind her, left, is Dolores Cook and Norma Cary members of the Butterfield Extension Homemakers Club who donated the red-

wood bench. The bench is located next to the Gulley's favorite tree, where they used to sit and rest after a hard day's of work on their farm. Another bench has been dedicated to the memory of Malone's mother, Flossie Patrick.

Bought in '88

Dale Clark, director of Fayetteville's Parks and Recreation Department, said the city purchased 23.4 acres from Mrs. Gulley in late 1988. Since that time progress has been slow in the development of the land into a park. During that time a few improvements have been made, thanks to donations from local civic groups, such as the Fayetteville Civitan Club, the Northside Rotary, the Lions Club and businesses such as the First National Bank. Pizza Hut has adopted the park, as part of the city's Adopt-a-Park program, and its employees have agreed to work at the park at least three times

a year.

Cow Pasture Run

Colwell said for the past three years, the Fayetteville Civitan Club has sponsored the Gulley Park Cow Pasture Run. The proceeds from that event have gone toward the building of the two bridges, which are not yet completed. Colwell said the club had also spread wood chips around the perimeter of the park to help make it easier for runners and had planted pine trees.

Clark said other civic organizations have purchased trees for planting on the property and the Audubon Society has put up bluebird boxes. The Butterfield Extension

Homemakers Club recently donated a redwood bench which has been placed under Mr. Gulley's favorite tree.

"This was our favorite place to rest," Mrs. Gulley said. "When we were working the corn, plowing or whatever, we'd stop and rest right here."

Progress

In the past few months some progress has been made toward making Gulley Park an area to be enjoyed by the residents of Fayetteville. Clark said Parks and Recreation employees had been busy paving the hiking/walking trails and a parking lot located off Township. A playground is

also being completed and progress is being made toward finishing the bridges. Clark said the bridges would be covered with concrete and arched railing would be added.

"A lot of people use the park for walking," Clark said. "The emphasis for this park will be for families and family-type things."

Clark said future plans included putting in an area for volleyball and that some talk had been heard about building a recreation center similar to the Fayetteville Youth Center. He said plans did not call for installing any competitive sport playing fields.

Lengthy project

"This (development of Gulley Park) has taken longer than I thought," Clark told Mrs. Gulley Thursday morning when they were discussing recent improvements and future plans. He said the contract to finish paving the walking/hiking trails would be let out this summer. Mrs. Gulley said she would like to see some of the old trees limbed up so a mower could get up next to them, allowing people to walk and sit under the trees. Clark said that was something to be done in the future.

Clark also said he appreciated the Butterfield EHC's donation of Mr. Gulley's bench, bringing the total number of benches available for the park to eight. He also thanked all the other service organizations and businesses that have been working to improve the park.

Money and volunteer labor will make a difference in the progress being made at Gulley Park. With some help from the community, Fred Gulley's park, a place where neighborhood children can feel safe to play, will become more than he ever dreamed it could be.

For more information about the park, call Clark at 442-9342.